CITY COMMISSION MEETING AGENDA

CITY COMMISSION  DAYTON, OHIO  FEBRUARY 17, 2021

6:00 P.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearings: (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:

   FINANCE
   AI. 3SG Plus LLC (data entry and digital imaging services as needed through 12-31-21) $71,000.00
1. (Cont’d):

**A2.** Brinks, Inc. (armored car services as needed through 12-31-21) $12,400.00

**HUMAN RESOURCES**

**B1.** Burrs, Dr. Linda J dba Step Up to Success! LLC (professional executive coaching as needed through 12-31-21) 30,150.00

**PUBLIC WORKS**

**C1.** Henderson Products, Inc. (dump body, deice equipment and installation services for the snow plow truck chassis) 108,362.00

**C2.** Truck Country of Indiana, Inc. Stoops Western Star of Ohio (one snowplow truck chassis) 91,780.00

**C3.** Waste Management of Ohio/IWD (dead animal carcass disposal services as needed through 12-31-21) 2,000.00

**RECREATION & YOUTH SERVICES**

**D1.** Green Velvet Sod Farms Ltd. (golf course chemicals and application services as needed through 12-31-21) 30,445.00

**D2.** Tree Care, Inc. (tree and stump removal services as needed through 12-31-21) 40,000.00

**WATER**

**E1.** Boone’s Power Equipment, Inc. (one commercial rotary mower) 21,011.00

**E2.** Century Equipment, Inc. (two commercial rotary mowers) 125,222.84

**E3.** Kelden Equipment, Inc. (two Hurst boiler tube replacements, one boiler control replacement and related items through 12-31-21) 197,364.00

**E4.** Westech Engineering, Inc. (two bearing seat and drive mount shafts) 19,376.00

**E5.** CHWR, Inc. dba CHW Mechanical Services (heating, ventilation and air conditioning – HVAC – preventative maintenance and repairs as needed through 04-30-21) 25,000.00

**E6.** McCarthy Industrial Contractors, Inc. (odor testing and assessment) 12,500.00

**E7.** Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12-31-21) 30,000.00

**E8.** Fastenal Company (first aid and safety equipment) 20,000.00

**E9.** Grainger, Inc. (first aid and safety equipment through 02-01-22) 20,000.00

-Depts. of Finance, Human Resources, Public Works, Recreation & Youth Services, and Water. **Total:** $856,610.84
2. **Alcohol Monitoring Systems, Inc. – Service Agreement** – to provide Secure Remote Alcohol Monitoring devices for defendants charged with offenses through the Court’s Probation Department – The Municipal Court/Court Administrator. $90,000.00 (Thru 12/31/23)

3. **Eastway Corporation – Service Agreement** – for a Memorandum of Understanding to provide mental health professionals to assist police officers with citizens having a mental health crisis – Dept. of Police. $120,000.00 (Thru 12/31/21)

4. **Faro Technologies, Inc. – Service Agreement** – for equipment and support services for Faro Crime Scene Mapping System – Dept. of Police. $68,585.03 (Thru 02/29/24)

5. **LeadsOnline, LLC – Contract Modification** – second renewal for Pawn Shop Database for law enforcement investigations – Dept. of Police. $16,878.00 (Thru 02/28/22)

6. **LexisNexis Risk Solutions FL, Inc. – Contract Modification** – renewal for Accurint Virtual Crime Center Online Subscription Services – Dept. of Police. $36,972.84 (Thru 02/28/22)

7. **The Railroad Associate Corporation – Service Agreement** – to provide inspection and reporting services in connection with the City’s publically-owned railroad lead track to ensure compliance with Federal Railroad Administration regulations – Dept. of Economic Development. $19,940.00 (Thru 12/31/21)

8. **Dr. Stephen McConnell – Service Agreement** – to provide psychological services for offenders on probation – The Municipal Court/Court Administrator. $15,000.00 (Thru 12/31/21)

9. **Vertex Data Utility Services, LLC dba Vertex Business Services – Contract Modification** – for a second one-year renewal for professional services for Utility Billing – Dept. of Finance. $282,000.00 (Thru 02/28/22)
B. Construction Contracts:

10. **Bladecutters, Inc. – Award of Contract** – for Nuisance Abatement Program CDBG Residential Demolition I – 2020 (10% HUD Section 3 Participation Goal/10% HUD Section 3 Participation Achieved) (Federal CDBG Funds) – Dept. of Planning & Comm. Dev./Housing Inspection. $622,000.00 (Thru 12/31/22)

11. **Turn-Key Environmental Consultants, Inc. – Award of Contract** – for Nuisance Abatement Program Residential Asbestos Surveys and Post Abatement Verification Inspections I – 2020 Re-Bid (10% HUD Section 3 Participation Goal/10% HUD Section 3 Participation Achieved) – Dept. of Planning & Comm. Dev./Housing Inspection. $37,380.00 (Thru 12/31/22)

C. Revenue to City:

12. **Aly Iman – Other** – for Special Use Permit to install steps into the public right-of-way at T158 West Third Street – Dept. of Public Works/Civil Engineering. $200.00 (Paid to the City)

13. **Montgomery County Reutilization Corporation – Service Agreement** – for the Demolition Program Administration Service Agreement – Dept. of Planning & Comm. Dev./Housing Inspection. $240,000.00 (Thru 12/31/24)

14. **Montgomery County Sheriff – Service Agreement** – for Bail Agreement – The Municipal Court/Clerk of Courts. $428,414.00 (Thru 12/31/22)

D. Neighborhood Agreements:

15. **Economy Linen & Towel Service, Inc. – Development Agreement** – for the “Project Nemo” business expansion project – Dept. of Economic Development. $600,000.00 (Thru 06/30/27)
E. Other – Contributions, Etc.: 

16. CareSource Management Group Co. – Other – for Agreement for Payment to the City – Dept. of Finance/Tax & Accounting. $260,000.00

17. Montgomery County Ohio – Other – for full settlement of claim filed – Dept. of Law/Civil. $10,410.38

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

18. No. 31862-21 Authorizing a Community Reinvestment Area Tax Abatement Agreement with Economy Linen & Towel Service, Inc. for Property Located at 2100 McCall Street in the City of Dayton, Ohio, and Declaring an Emergency.


20. No. 31864-21 Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 38 of the Charter; Repealing Existing Section 38, and Declaring an Emergency.

21. No. 31865-21 Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 36 of the Charter; Repealing Existing Section 36, and Declaring an Emergency.

22. No. 31866-21 Submitting to the Electors at the May 4, 2021 Special Election a Proposal to Amend Section 39 of the Charter, Repealing Existing Section 39, and Declaring an Emergency.

23. No. 31867-21 Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 97 of the Charter, Repealing Existing Section 97, and Declaring an Emergency.

24. No. 31868-21 Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 105 of the Charter; Repealing Existing Section 105, and Declaring an Emergency.
25. No. 31869-21 Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Enact Section 190 of the Charter, and Declaring an Emergency.

Ordinance – First Reading:

26. No. 31870-21 Appropriating Funds for the Year 2021 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

Resolution – Second Reading:

27. No. 6564-21 Honorarily Naming West Hillcrest Avenue Between Salem Avenue and the West Corporation Line as “Ohio Players Way”.

V. PLANNING ACTION

A. PUBLIC HEARINGS:

28. To rezone 1 +/- acre located at 735 Dearborn Avenue from ER-4 Eclectic Single-Family Residential to EMF Eclectic Multi-Family for a proposed future multi-family management structure. The Parcel Identification Numbers that comprise this case are: R72 13209 0000 – 01, 06, and 21. – Case No. PLN2020-00537.

29. To establish Planned Development PD-181 for redevelopment of a nursing home as medical and professional offices at 20 Livingston Avenue on a 1.3 acre site. All property within the boundaries of PD-181 will remain zoned MMF Mature Multi-Family Residential. PD-181 will allow for uses permitted conditionally and by right and also permit medical and professional offices by right. The current Planned Development for the site, PD-73, will be repealed and replaced by PD-181 – Case No. PLN2020-00492.
VI. MISCELLANEOUS:

ORDINANCE NO. 31871'-21

RESOLUTION NO. 6565-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 985-21
City Manager’s Report

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

Date February 17, 2021
Expense Type Purchase Order
Total Amount $856,610.84

2021 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>See below</td>
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Includes Revenue to the City ☑ Yes ☐ No
Affirmative Action Program ☑ Yes ☐ No ☐ N/A

Description

FINANCE

(A1) P0210563 – 3SG PLUS LLC, COLUMBUS, OH

- Data entry and digital imaging services as needed through 12/31/2021.
- These services are required for income tax accounts payable document management for the Department of Finance.
- Rates are in accordance with the State of Ohio Term Schedule Contract #534577 and Index #STS033.
- The Department of Finance recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-5320-1159-64</td>
<td>$71,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
FINANCE (CONTINUED)

(A2) P0210630 – BRINKS, INC., DAYTON, OH
- Armored car services as needed through 12/31/2021.
- These services are required for secure pick-up and delivery of currency from parking meter collections to the City’s depository bank.
- Brinks, Inc. is recommended as the single source provider of these services; therefore, this purchase was negotiated.
- The Department of Finance recommends approval of this order.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-5330-1157-64</td>
<td>$12,400.00</td>
</tr>
</tbody>
</table>

HUMAN RESOURCES

(B1) P0210578 – BURRS, DR. LINDA J. dba STEP UP TO SUCCESS! LLC, MIAMISBURG, OH
- Professional executive coaching as needed through 12/31/2021.
- These services are required to provide executive coaching in leadership, organizational performance and interpersonal skills for the Department of Police.
- Burrs, Dr. Linda J. dba Step Up To Success! LLC is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated.
- The Departments of Human Resources and Police recommend approval of this order.

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<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>State Law Enforcement</td>
<td>28221-6210-1151-71</td>
<td>$30,150.00</td>
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</tbody>
</table>

PUBLIC WORKS – STREET MAINTENANCE

(C1) P0210570 – HENDERSON PRODUCTS, INC., BUCYRUS, OH
- Dump body, deice equipment and installation services for the snow plow truck chassis.
- These goods and services are required to upfit snowplow truck chassis with deice equipment.
- Rates are in accordance with the Sourcewell Contract # 080818-HPI.
- The Department of Public Works recommends approval of this order.

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<thead>
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<th>Fund Source(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>Street Maintenance</td>
<td>21000-6430-1412-54</td>
<td>$108,362.00</td>
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</table>
PUBLIC WORKS – STREET MAINTENANCE (CONTINUED)

(C2) P0210569 – TRUCK COUNTRY OF INDIANA, INC., STOOPS WESTERN STAR OF OHIO, WAPAKONETA, OH
- One (1) 2021 snowplow truck chassis.
- This equipment is required to maintain City streets and roadways during winter season.
- Rates are in accordance with the Ohio Department of Transportation (ODOT) Contract #023-21.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2021</td>
<td>Street Maintenance</td>
<td>21000-6430-1412-54</td>
<td>$91,780.00</td>
</tr>
</tbody>
</table>

(C3) P0210613 – WASTE MANAGEMENT OF OHIO / IWD, KOOGLER SUBURBAN, FAIRBORN, OH
- Dead animal carcass disposal services as needed through 12/31/2021.
- These services are required to provide for anticipated dead animal carcass removals.
- Rates are in accordance with the City of Dayton’s existing price agreement RFP 15012U with pricing extended through 12/31/2021.
- This amendment increases the previously authorized amount of $10,000.00 by $2,000.00 for a total not to exceed $12,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

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<td>2021</td>
<td>Storm Water Operating</td>
<td>58000-6430-1221-54</td>
<td>$2,000.00</td>
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</tbody>
</table>

RECREATION AND YOUTH SERVICES - GOLF

(D1) P0210625 – GREEN VELVET SOD FARMS LTD, BELLBROOK, OH
- Golf course chemicals and application services as needed through 12/31/2021.
- These goods and services are required to maintain the City golf course.
- Thirteen (13) possible vendors were solicited and four (4) bids were received. This order establishes a price agreement per IFB 21003D with pricing through 12/31/2021.
- The Department of Recreation and Youth Services recommends acceptance of the low total bid. Multiple awards are recommended to ensure the best value and supply availability for the City.

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<tbody>
<tr>
<td>2021</td>
<td>Community Golf &amp; Recreation Fund</td>
<td>13000-6550-1301-56</td>
<td>$30,445.00</td>
</tr>
</tbody>
</table>
RECREATION AND YOUTH SERVICES – GOLF (CONTINUED)

(D2) P0210309 – TREE CARE, INC., DAYTON, OH
- Tree and stump removal services as needed through 12/31/2021.
- These services are required to maintain the City golf course.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19026D with pricing through 12/31/2021.
- Tree Care, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $5,000.00 by $40,000.00 for a total not to exceed $45,000.00 and therefore requires City Commission approval.
- The Department of Recreation and Youth Services recommends approval of this order.

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<tbody>
<tr>
<td>2021</td>
<td>RYS Community Cash</td>
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<td>$40,000.00</td>
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<tr>
<td></td>
<td>Capital</td>
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WATER – WATER RECLAMATION

(E1) P0210631 – BOONE’S POWER EQUIPMENT, INC., BROOKVILLE, OH
- One (1) commercial rotary mower.
- This equipment is required to maintain the Division’s grounds.
- Three (3) possible vendors were solicited and three (3) responses were received.
- The Department of Water recommends acceptance of the low response.

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<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1412-54</td>
<td>$21,011.00</td>
</tr>
</tbody>
</table>

(E2) P0210628 – CENTURY EQUIPMENT, INC., TOLEDO, OH
- Two (2) commercial rotary mowers.
- This equipment is required to maintain the Division’s grounds.
- Rates are in accordance with the State of Ohio Term Schedule #800816 and Index #STS515.
- The Department of Water recommends approval of this order.

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<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1412-54</td>
<td>$125,222.84</td>
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</tbody>
</table>
WATER – WATER RECLAMATION (CONTINUED)

(E3) P0210618 – KELDEN EQUIPMENT, INC., BATAVIA, OH
- Two (2) Hurst boiler tube replacements, one (1) boiler control replacement and related items.
- These goods and services are required to replace boiler tubes and boiler controls at the Water Reclamation Plant.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB N18038 with pricing through 12/31/2021.
- The Department of Water recommends approval of this order.

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<tr>
<td>2021</td>
<td>Waste Water Treatment</td>
<td>55003-3460-1424-54-SF1606</td>
<td>$197,364.00</td>
</tr>
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</table>

(E4) P0210620 – WESTECH ENGINEERING, INC., SALT LAKE CITY, UT
- Two (2) bearing seat and drive mount shafts.
- These goods are required for maintenance and repair of the City’s Trickling Filters BioDoc Rotary Distributor Units.
- WesTech Engineering, Inc. is recommended as the Original Equipment Manufacturer (OEM) of the BioDoc Rotary Distributor Units; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

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<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1301-54</td>
<td>$19,376.00</td>
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</table>

WATER – WATER SUPPLY AND TREATMENT

(E5) P0210633 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH
- Heating, Ventilation and Air Conditioning (HVAC) preventative maintenance and repairs as needed through 12/31/2021.
- These services are required for HVAC repairs throughout Water facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17021D with firm pricing extended through 4/30/2021.
- The Department of Water recommends approval of this order.

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<td>2021</td>
<td>Water Operating</td>
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<td>$25,000.00</td>
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WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(E6) P0210590 – McCARTHY INDUSTRIAL CONTRACTORS, INC., HARRISON TOWNSHIP, OH

- Odor testing and assessment.
- These goods and services are required to collect a baseline and follow up testing of odors produced from Stony Hollow leachate discharge to the Water Reclamation Facility.
- McCarthy Industrial Contractors, Inc. is the sole regional dealer and service center for OEM parts for Donaldson Torit air filtration products; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

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<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1166-54</td>
<td>$12,500.00</td>
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</tbody>
</table>

(E7) P0210632 – PICKREL BROTHERS, INC., DAYTON, OH

- Plumbing and related supplies as needed through 12/31/2021.
- These goods are required to replenish inventory for maintenance and repairs.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21006N with pricing through 12/31/2021.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

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<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$30,000.00</td>
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WATER – WATER UTILITY FIELD OPERATIONS

(E8) P0210587 – FASTENAL COMPANY, DAYTON, OH

- First aid and safety equipment.
- These goods are required to provide first aid and safety equipment.
- Rates are in accordance with the National IPA R192001.
- Fastenal Company qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

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<tr>
<td>2021</td>
<td>Water Inventory</td>
<td>53998-3445-1350-54</td>
<td>$20,000.00</td>
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</tbody>
</table>
WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(E9) P0210588 – GRAINGER, INC., HARRISON TOWNSHIP, OH

- First aid and safety equipment.
- These goods are required to provide first aid and safety equipment.
- Rates are in accordance with the Sourcewell Contract #121416-WWG with pricing through 2/1/2022.
- The Department of Water recommends approval of this order.

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<tr>
<td>2021</td>
<td>Water Inventory</td>
<td>53998-3445-1350-54</td>
<td>$20,000.00</td>
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</table>

The aforementioned departments recommend approval of these orders.
City Manager’s Report

From 2510 - Municipal Court
Supplier, Vendor, Company, Individual Alcoholic Monitoring Systems, Inc.
Address 1241 West Mineral Avenue, Suite 200 Littleton, Colorado 80120

Date February 17, 2021
Expense Type Service Agreement
Total Amount $90,000.00 (thru 12/31/23)

Fund Source(s) Fund Code(s) Fund Amount(s)
Interlock & Alcohol Monitoring 22115-2510-1159-74 $90,000.00

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

Description

Master Agency Agreement

The Dayton Municipal Court requests permission to enter into the Master Agency Agreement with Alcoholic Monitoring Systems, Inc. (AMS).

AMS provides Secure Remote Alcohol Monitoring (SCRAM) devices for defendants charged with DUI or other alcohol related offenses through the Court’s Probation Department.

The term for this Agreement will be for three years and will commence upon execution. The yearly cost of this Agreement will be $30,000.00 with a total cost of $90,000 over the three-year term.

All costs associated with the SCRAM units will be paid from the Indigent Drivers Interlock and Alcohol Monitoring Fund with no costs to the City of Dayton.

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

A Certificate of Funds with an initial encumbrance amount of $30,000, and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>X</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tr>
<td>Contract Start Date</td>
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<td>Required Documentation</td>
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<td>Expiration Date</td>
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<td>Original Commission Approval</td>
<td>$90,000.00</td>
<td>Initial City Manager’s Report</td>
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<td>Initial Encumbrance</td>
<td>$30,000.00</td>
<td>Initial Certificate of Funds</td>
<td></td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$60,000.00</td>
<td>Initial Agreement/Contract</td>
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<td>Original CT/CF</td>
<td>CT 20-1580</td>
<td>Copy of City Manager’s Report</td>
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<td>Copy of Original Certificate of Funds</td>
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<td>Remaining Commission Approval</td>
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| Amount: | $30,000.00 |
| Fund Code: 22115 - 2510 - 1159 - 74 - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

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

| Amount: | |
| Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

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

Attach additional pages for more FOAPALs

Vendor Name: ALCOHOL MONITORING SYSTEMS
Vendor Address: P.O. Box 561097 Denver CO 80256-1097
Street City State Zipcode + 4
Federal ID: 30-0137963
Commodity Code: 49071
Purpose: To pay monthly monitoring invoices.

Contact Person: Ann Marie Murray
Municipal Court/Court Administration
Department/Division 2-Feb-21
Date

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: C. LaMere Spohn
Date: 2-9-2021

CF Prepared by: Ann William
Date: 9/1/21

CF/CT Number: CT21-1580

October 18, 2011
AMS Certificate of Funds 2021
Final Audit Report 2021-02-05

Created: 2021-02-05
By: Nathan Greaney (nathan.greaney@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAABAAwkuAIE6KnKwI5_iTEWB1WhYrLTjp74N

"AMS Certificate of Funds 2021" History

Document created by Nathan Greaney (nathan.greaney@daytonohio.gov)
2021-02-05 - 7:24:37 PM GMT - IP address: 198.30.33.2

Document emailed to Ann Marie Murray (ann.murray@daytonohio.gov) for signature
2021-02-05 - 7:25:11 PM GMT

Email viewed by Ann Marie Murray (ann.murray@daytonohio.gov)
2021-02-05 - 7:25:50 PM GMT - IP address: 198.30.33.2

Document e-signed by Ann Marie Murray (ann.murray@daytonohio.gov)
Signature Date: 2021-02-05 - 7:26:34 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2021-02-05 - 7:26:34 PM GMT
MASTER AGENCY AGREEMENT

AGENCY: CITY OF DAYTON – DAYTON MUNICIPAL COURT
ADDRESS: 301 W. 3rd St. Rm. 365
Dayton, OH 45402

TELEPHONE: 937-333-4394
INITIAL CONTRACT TERM: 36 months

This MASTER AGENCY AGREEMENT (the “Agreement”), is entered into as of the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC. (“AMS”), a Delaware corporation located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120, and the Agency listed above. This Agreement incorporates by reference any and all Schedules executed by the parties. Capitalized terms not otherwise defined in this Agreement are those as defined in the attached Schedule(s). Should there be a conflict between the terms in this Agreement and those of any Schedule, the terms in the Schedule will prevail. The effective date of the Agreement is the date last signed by AMS (Effective Date*). This Agreement supersedes any prior written or oral agreement and understandings with respect to the subject matter herein.

1 GENERAL SCOPE OF AGREEMENT. AMS sells and rents Equipment and provides supporting Services specific to monitoring Clients who are required to or opt to wear such Equipment. AMS desires to sell or rent and Agency desires to order such Equipment and the supporting Services as specified in this Agreement and the attached Schedules in the Territory described on the applicable Schedule.

2 DEFINITIONS

“Clients” means individuals who are required or choose to wear the Equipment.

“Effective Date” means the date this Agreement is signed by AMS.

“Equipment” means the hardware identified in the applicable Schedule.

“Mobile Application” means any applications listed in this Agreement which are provided by AMS or its third-party supplier and designed to complement the Services, but which run on mobile devices such as smart phones or tablets.

“Monitoring Services” means the remote collection, compilation and reporting of data from the Equipment.

“Monitoring Software” means AMS’ proprietary, web-based software applications, depending on the Equipment or Service contracted for, which track and store Client data and other features as may be added from time to time.

“Parts” means peripheral hardware necessary for the support of the Equipment such as, but not limited, to batteries, straps and back-plates.

“Products” means collectively the Equipment and the Parts.

“Rental Equipment” means Equipment rented by AMS to Agency.

“RMA” means a Return Material Authorization issued by AMS.

“Services” means collectively the; (i) the Monitoring Services; (ii) provision of training and certification necessary for Agency to use Products; (ii) provision of technical support and telephone assistance; (iii) scheduled Equipment (vi) maintenance; (iv) disaster recovery and backup services for Client data stored using the Monitoring Software; and (v) provision of such other Services and support functions as may be agreed to in writing by the parties and made part of this Agreement.

“Territory” means the geographic area type as defined on each Schedule in which Agency may provide the Products and Services to Clients.
"Third Party Contractor" means Agency's third-party subcontractors to whom Agency is subcontracting any of Agency's work or responsibilities under this Agreement.

3 GENERAL BUSINESS TERMS

3.1 Payment Terms.

3.1.1 Payment. The total amount of remuneration to AMS for each calendar year under this Agreement shall not exceed the sum of Thirty Thousand Dollars and Zero Cents ($30,000.00). The total amount for the three-year agreement shall not exceed the sum of Ninety Thousand Dollars and Zero Cents ($90,000.00).

3.1.2 Purchased Products. Products will be invoiced at the time of shipment. The price of the Products does not include applicable taxes and is due and payable in U.S. dollars within thirty (30) days of date of invoice.

3.1.3 Rental Equipment. Rental Equipment Fees will be invoiced monthly to Agency by AMS based on the specific pricing option for the Rental Equipment on or before the tenth (10th) day of each month and shall be paid by Agency to AMS within thirty (30) days from the date of such invoice.

3.1.4 Monitoring Service and Other Fees. Service fees will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency within thirty (30) days from the date of such invoice. Other fees include, but are not limited to, fees for the following: Court appearances whereby AMS is requested by Agency to be a witness in a court case; manual check-in for inactive Equipment; repair or replacement not covered by the Maintenance and Repair Policy under Section 7 and Equipment returned to AMS without an RMA. Unless set forth on an applicable Schedule, fees will be charged at AMS' then prevailing rates.

3.1.5 Currency; Invoiced Taxes. All fees are payable in U.S. Dollars. In addition, Agency is responsible for the timely payment of all taxes invoiced by AMS related to the purchase price for Products, Rental Equipment Fees, Services and any other fees set forth on the Schedule(s).

3.2 Ordering; Freight Terms; Order Cancellation and Reschedule.

3.2.1 Orders. AMS may provide Agency with AMS' standard order form to use for when Agency places orders under this Agreement. Agency may use its own purchase order form in addition to the AMS order form. All terms on any Agency purchase order shall not alter or amend the terms of this Agreement and any additional or varying terms contained in such instrument are expressly rejected.

3.2.2 Freight Terms. Products ordered by Agency shall be shipped to Agency's designated facility, AMS paying ground freight, and AMS bearing the risk of loss of damage until Products are delivered to Agency's dock, at which time any visible damage to the outermost packaging must be noted on the Bill of Lading. AMS shall determine the type of packaging, mode of transportation for all shipments including for returns. Any returns must be accompanied by an RMA. Orders expedited at Agency's request will be shipped FOB Origin, with all freight costs to be paid by the Agency.

3.2.3 Order Cancellation and Reschedule. Orders for Products, once accepted by AMS, are non-cancelable, and Products are non-returnable, except in accordance with the Maintenance and Repair Policy set forth in this Agreement or the terms, if any, in the applicable Schedule. Upon AMS agreement, Agency can reschedule orders one time upon thirty (30) days written notice prior to the shipment date. Any such rescheduled delivery date must be within thirty (30) days of the original delivery date.

3.3 Taxes. Agency shall be solely responsible for all taxes related to Products or Services provided to it by AMS under this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, and gross receipts irrespective of whether the Products are purchased or rented. If Agency is exempt from taxes of any kind Agency will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement.

3.4 Failure to Make Payments and Suspension of Services. Late paid invoices will be subject to interest, accruing from the due date at the rate of either one-and-one-half percent (1.5%) per month or the highest rate specified by applicable statute, whichever is lower. In addition, if Agency fails to pay any amount when due under this Agreement, AMS will provide written notice to Agency of such failure. If Agency does not pay any outstanding amount due within sixty (60) business days of the date of such notice, AMS may do any of the following; (i) reject orders from Agency for additional Products or withhold delivery of Products already ordered but not yet shipped; (ii)
suspend access to the Services until Agency pays all outstanding amounts in full; and (iii) proceed with termination of this Agreement and any applicable Schedules in accordance with the terms in Section 9.3 of this Agreement.

3.5 **Title to Equipment: Rental Equipment.**

3.5.1 **Title to Equipment.** Title to purchase Equipment transfers to Agency upon delivery to the freight carrier. Title to any Rental Equipment shall remain with AMS, unless such Equipment is later purchased by the Agency.

3.5.2 **Rental Equipment.** Agency may rent Equipment from AMS in quantities agreed to by the parties. Agency will not encumber or dispose of any Rental Equipment. Agency will inventory Rental Equipment in a location that is used and operated by Agency authorized personnel only. All Rental Equipment maintained in Agency's inventory location will be handled in accordance with industry standard practices for prevention of loss or physical damage, including that which may be caused by electronic static discharge and environmental concerns. Agency will be responsible to and reimburse AMS for all loss to AMS resulting from damage, theft, destruction or any other loss whatsoever of Rental Equipment received by Agency. In the event of the loss or damage to any of the Rental Equipment, Agency agrees to pay AMS the Replacement Fee amounts specified on the relevant Schedule. AMS reserves the right, at its sole option, to reduce Agency's inventory of Rental Equipment, if Agency does not remit the Replacement Fee within thirty (30) days from the date of receipt of AMS' invoice. Agency will cooperate with AMS in the preparation and filing of any documents considered necessary by AMS to preserve AMS' title and ownership rights to the Rental Equipment. Upon reasonable notice, AMS reserves the right to audit Rental Equipment inventory on a quarterly basis. At all times throughout the Term, Agency will procure and maintain risk insurance to specifically cover loss or damage to Rental Equipment while in Agency's possession up to the equivalent of the Replacement Fee for the Rental Equipment. At the end of the rental period, Agency must obtain an RMA and ship returned Rental Equipment to AMS with freight to be paid by Agency and risk of loss or damage to remain with Agency until delivery to AMS.

4 USE RESTRICTIONS; FIRMWARE LICENSE; OWNERSHIP; LIMITED LICENSE; DISCLAIMER

4.1 **Use Restrictions; No Modification.** Agency shall not do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software, Mobile Application or Equipment; (ii) access data on the Monitoring Software not intended for Agency; (iii) log into an unauthorized server or account on the Monitoring Software; (iv) attempt to probe, scan or test the vulnerability of the Monitoring Software or Mobile Application or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of Monitoring Software or Mobile Application unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software or Mobile Application; (vii) modify, translate, or create derivative works based on the Monitoring Software or Mobile Application; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Monitoring Software or make the Monitoring Software or Mobile Application available to a third party other than as contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of the Monitoring Software or Mobile Application without AMS' or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software or Mobile Application; or (xii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

4.2 **Firmware License.** The Products contain firmware developed and owned by AMS or its third-party supplier. Agency is hereby granted a limited, non-exclusive, non-transferable, royalty-free license, for the Term, as defined in Section 9.1 below, to use the firmware in the Products. Use of the Parts may be subject to third party license agreements. AMS and its third-party suppliers shall retain all rights to the firmware contained in the Products. Any applicable license shall be deemed to be in effect upon delivery of the Products.

4.3 **Ownership; Limited License.** Agency acknowledges that all right, title and interest in any software, Mobile Application or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third-party suppliers. This Agreement provides Agency only the rights expressly granted in this Agreement. Further, if Agency suggests any new features or functionality for the Equipment, Monitoring Software
or Parts that AMS its third party suppliers subsequently incorporate into the Products or Monitoring Software, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Section 8 below.

4.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, AMS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AMS SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE EQUIPMENT BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE (IF APPLICABLE), OR IF THE EQUIPMENT FAILS TO ESTABLISH A CONNECTION WITH THE MONITORING SOFTWARE OR THE MONITORING SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES. Without limiting the express warranties set forth in this Agreement, AMS does not warrant that the Services will meet Agency’s requirements or that access to and use of the Monitoring Services will be uninterrupted or free of errors. AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its third-party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Monitoring Services caused by or resulting from any act, omission or condition beyond AMS’ or its third party supplier’s reasonable control.

5 SERVICE TERMS

5.1 Service Scope. AMS will provide Agency with the Services and support functions per the terms in this Agreement. Unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not obtained directly from AMS.

5.2 Monitoring Service Availability. AMS shall use commercially reasonable efforts to make the Monitoring Services available for twenty-four (24) hours a day, seven (7) days a week. Agency agrees that from time to time the Monitoring Services may be inaccessible or inoperable for reasons beyond the reasonable control of AMS, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AMS may undertake; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures. Agency will not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Monitoring Services unless expressly provided in this Agreement.

5.3 Monitoring Software Security. AMS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS reserves the right to deactivate or suspend access to the Monitoring Software by a user if such user is found or reasonably suspected to be using his/her access to facilitate illegal, abusive or unethical activities. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. Agency agrees to hold AMS harmless from any claims resulting from such use.

5.4 Access to Monitoring Software. Agency agrees to limit requests for access to the Monitoring Software to Agency personnel who are authorized to enroll Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide to Agency usernames, passwords and other information necessary to access the Monitoring Software. Agency is responsible for keeping its usernames and passwords protected as Confidential Information as defined in and per the terms of Section 8 of this Agreement and for any communications or transactions made using its user names and passwords. Agency personnel are responsible for changing their respective usernames and passwords if they believe that either have been stolen or might otherwise be misused. Agency shall provide written notice to AMS within ten (10) days if any previously authorized personnel status changes such that access should no longer be allowed, including but not limited to termination or resignation of any Agency personnel who had access to the Monitoring Software. These requirements are subject to change based on periodic review by AMS of its information security needs.

5.5 Equipment and Utilities. Agency is responsible and shall bear the costs associated with providing and maintaining internet access and all necessary telecommunications equipment, software and other materials necessary for accessing the Monitoring Software. Agency agrees to notify AMS of any changes in the foregoing, including any system configuration changes or any hardware or software upgrades, which may affect Agency’s ability to access the Monitoring Software.
5.6 **Equipment Maintenance.** AMS and Agency shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with AMS’ then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, Agency shall be responsible for collecting any Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a RMA number from AMS. Such maintenance program shall not cover Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in the Agreement. Agency shall not, without prior approval from AMS, send to AMS for maintenance any Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.

5.7 **Training and Certification.** AMS will provide Agency personnel with on-line, training and certification in the use of the Products at AMS’ current training rates as quoted by AMS to Agency.

5.8 **Additional or Changes to Services.** From time-to-time, AMS may revise the scope of the Services, subcontract or delegate to a third party some or all of the provision of the Services, or make substitutions, additions, modifications and improvements to Monitoring Software and/or Services. Additionally, as a part of these changed Services, AMS also may determine, at its sole option, to discontinue providing Services hereunder for specific versions of the Products upon a minimum of one (1) year prior notice to Agency.

6. **AGENCY RESPONSIBILITIES.**

6.1 **Equipment.** Agency shall be solely responsible for the management and supervision of the Equipment and any personnel or Clients using the Equipment and the Monitoring Software, as well as the selection and implementation of the Client enrollment, monitoring and notification options provided for the Monitoring Software. For avoidance of doubt, Agency is solely responsible for the management of the Clients, including the response to any Client violations reported by AMS or its third-party providers. AMS is not responsible or liable for Agency’s failure to properly fulfill its foregoing responsibilities.

6.2 **Agreements with Clients.** Agency shall obtain the necessary written consent from any Client authorizing the tracking and/or monitoring of the Equipment by AMS or its subcontractors. Agency is solely responsible for notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS. These mandatory restrictions and prohibitions to be communicated to Clients are available on the Monitoring Software platform in the form of a "Participant Agreement". This Participant Agreement is not intended to cover all possible requirements of the relationship between Agency and its Clients and should be reviewed by Agency’s legal advisors prior to use. Agency agrees to indemnify and hold AMS harmless from any claim resulting from the failure of Agency to notify Clients of the restrictions and prohibitions on use of the Equipment and to obtain Client’s written consent authorizing the tracking and or monitoring of the Equipment by AMS or its subcontractors.

6.3 **Third Party Call Center Support.** If Agency determines that it will establish and use a third-party call center to monitor and receive alerts from the Monitoring Software, then Agency will notify AMS and shall ensure that personnel certified by AMS will operate the call center. Agency shall be responsible for all acts and omissions of the third-party call center personnel granted access to Monitoring Software as if they were employees of Agency.

6.4 **Research Studies.** Agency agrees that prior to using the Equipment for a research study or publishing any results from such a study, the Agency will obtain AMS’ prior written approval of the study and additional written approval of any intent to publish the research results. AMS may, at its sole discretion, withhold any such approval. Agency’s breach of this Section 6.4 will be a material breach of the Agreement.

7 **MAINTENANCE AND REPAIR**

7.1 **Maintenance and Repair Policy.** Provided Agency; (i) pays to AMS the Service fee(s) for Equipment; and (ii) installs the Equipment in accordance with AMS’ instructions, for all Equipment manufactured by and ordered directly from AMS, AMS will provide the necessary maintenance and repair for such Equipment at AMS’ expense to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the documentation for the specific Equipment. For any Parts manufactured by third parties and sold by AMS, any service or repair commitment for that Part shall be solely as described in the relevant Schedule for that Part. Products returned to AMS under warranty must be returned within thirty (30) days of issuance.
of the RMA. Agency must return damaged or defective Products to using the label or freight carrier information provided by AMS to Agency at the time of RMA issuance.

7.2 **Maintenance and Repair Policy Exclusions.** The above policy does not cover Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the documentation for the specific Equipment; (iii) servicing of the Equipment by anyone not authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; (v) use of Parts in the repair of the Equipment that have not been approved in writing by AMS for use in the Equipment; or (vi) use in connection with a third party product other than that as approved in writing by AMS.

7.3 **Sole Remedy.** In the event of a breach of the above Maintenance and Repair policy, Agency’s sole remedy shall be, at AMS’ option, the repair or replacement of the defective Equipment or Part by AMS.

7.4 **Product Changes; Retrofit Activities.** AMS shall have the right at any time (i) to change the design or specifications of any Equipment without notice and without obligation to make the same or any similar change on any Equipment previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any Equipment to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide Agency with all new models of Equipment at no additional cost, and AMS may charge a fee for Equipment model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing Equipment model. Regarding the foregoing, in any case where AMS charges a fee for an Equipment model upgrade, it will provide no less than six (6) months’ notice to Agency prior to discontinuing the sale or rental of the discontinued Equipment model. In addition, AMS will continue to repair the Equipment for the shorter of three years or date of termination of third-party technology services integral to the performance and functionality of the discontinued Equipment.

8 **CONFIDENTIAL INFORMATION**

8.1 **Confidential Information.** In connection with this Agreement a party ("Discloser") may furnish to the other party ("Recipient") software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) legends or other markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("Confidential Information"). Confidential Information specifically includes all information accessed by Agency via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so. The parties each agree to treat this Agreement, including all exhibits hereto, as Confidential Information of each party.

8.2 **Nondisclosure.** It is agreed that, after receipt of Confidential Information of the other party, Recipient shall: (i) restrict the dissemination of such Confidential Information to those employees who need to use the Confidential Information in the performance of this Agreement, and (ii) to use no less than a reasonable standard of care in safeguarding against unauthorized disclosure of such Confidential Information. Recipient agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents and contractors who may be exposed to Discloser’s Confidential Information.

8.3 **Exceptions from Confidential Information.** Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient’s possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient.

8.4 **Required Disclosures.** If Recipient is required by legal proceeding discovery request, “open records” or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose legally required; and (ii) prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser’s request and expense,
cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9 TERM AND TERMINATION

9.1 Term. This Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term expires, this Agreement can be extended by mutual written agreement of the parties for additional terms (each a "Renewal Term"). The Initial Term, together with any Renewal Term, is referred to as the "Term".

9.2 Termination for Convenience. This Agreement may be terminated for convenience at any time upon thirty (30) days prior written notice by one party to the other.

9.3 Termination for Breach. Either party may terminate this Agreement; (i) if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within sixty (60) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any nonpayment of money owed to the other party under this Agreement within thirty (30) days of such notice; (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in clause (ii) above) within sixty (60) days of such notice (it is understood; however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); or (iv) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under clause (iii) above.

9.4 Termination for Non-Appropriation of Funds. In the event that Agency is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Agency's financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Agency, Agency may terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to Agency or performed for Agency.

9.5 Survival. This Section, any indemnity obligations of either party, and Sections 4.3, 4.4, 6, 8, 11, 12.1 and 12.2 shall survive termination of this Agreement.

10 EFFECT OF TERMINATION

10.1 Payments; Return of Equipment. Upon any termination of this Agreement or any Schedule incorporated by reference herein, Agency shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return to AMS all Equipment not owned by Agency or, if so directed by AMS, to AMS' third party supplier. Upon termination of this Agreement, each party shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for backup and archived Client data.

11 ALLOCATION OF LIABILITY

Each party agrees, to the extent allowed by law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the "Indemnified Parties") harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Indemnified Parties arising out of or related to the negligence or willful misconduct of the other party's employees or agents. Further, Agency shall indemnify and hold harmless AMS and its officers, directors, shareholders, employees and third-party suppliers against the acts of any Client assigned to wear the Equipment, including claims for personal, injury property damage or death. An indemnifying party shall have the foregoing obligation only if the other party provides: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

EXCEPT AS ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF ANY ACTS OR FAILURES TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN STRICT LIABILITY,
TORT, CONTRACT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AMS HAS NO RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY INDIVIDUALS WHILE THEY ARE CLIENTS. EXCEPT AS LIMITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF AMS FOR ALL CLAIMS OF ANY KIND WHATSOEVER, AND UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY AGENCY TO AMS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE CLAIM.

The limitations set forth in this Section 11 shall apply even if any exclusive remedy in this Agreement fails of its essential purpose. The allocation of liability in this Section 11 represents the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations.

12 MISCELLANEOUS PROVISIONS

12.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of laws provisions. AMS and Agency hereby irrevocably consent to jurisdiction, service of process and venue in any court of competent jurisdiction.

12.2 Arbitration. Disputes arising under this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be resolved by arbitration before a sole arbitrator appointed and operating pursuant to the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the City and County of Denver, Colorado. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the American Arbitration Association.

12.3 Injunctive Relief. Notwithstanding anything above to the contrary, either party at any time may apply to a court having jurisdiction thereof for a temporary restraining order, preliminary injunction or other appropriate order where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Sections 4 and/or 8), without any showing or proving of any actual damages and without posting a bond or other security.

12.4 Non-Discrimination and Business Code of Conduct.

12.4.1 Non-discrimination.

AMS shall not discriminate against any City employee because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure of AMS to comply therewith shall constitute a breach of this Agreement entitling City to terminate this Agreement at its option.

12.5 Records Retention and Audit Rights. Agency will retain all records relating to the Agreement or any Schedule for a period as required under Ohio Records law after termination of the Agreement or applicable Schedule. During the Term, upon ten (10) days prior written notice, and not more than once per year (unless circumstances warrant additional audits as described below), AMS may audit City's procedures and records that relate to the obligations under this Agreement. Notwithstanding the foregoing, the parties agree that AMS may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities or (ii) investigations of a breach of this Agreement.

12.6 Assignment. AMS may not assign any rights or duties under this Agreement without the prior written consent of Agency. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Paragraph shall prevent AMS from employing independent consultants, associates and subcontractors to assist in the performance of the Services. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, with written notice of Agency.

Master Agency Agree
20200428
12.7 **No Agency: Independent Contractor.** By executing this Agreement for services, AMS acknowledges and agrees that it is providing services to Agency as an Independent Contractor and neither AMS nor any of its employees shall be considered to be an employee of the City of Dayton. All employees of AMS shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Agreement. Further, AMS shall have no authority to assume or create any obligation on behalf of, or in the name of, Agency.

AMS, its employees and any persons retained or hired by AMS to perform the duties and responsibilities under this Agreement are not City of Dayton employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. AMS further understand and agrees that its employees, agents or subcontractors are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System (“OPERS”). AMS will be solely responsible to withhold and pay all applicable local, state and federal taxes for its employees.

12.8 **Force Majeure.** Except for the obligation to make payments as provided herein, neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations under this Agreement, if, and to the extent that, such delay or failure is caused by strikes, wars, natural disasters, acts of the public enemy, government restrictions or acts of terrorism. Upon claiming any excuse or delay under this Section, such party shall promptly notify the other party, use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.

12.9 **Notices.** All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail, facsimile or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail, facsimile or overnight delivery service.

12.10 **Waiver; Severability.** Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.

12.11 **Publicity.** AMS shall have the right to issue news releases, press releases or other communications regarding this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the Client and Agency.

12.12 **Headings.** Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

12.13 **Execution.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile or email and signed using a portable document format or an electronic signature in lieu of an original signature, and the parties agree to treat such signatures as original signatures and agree to be bound by this provision.

12.14 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by both parties.
IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

CITY OF DAYTON, OHIO

By: ____________________________
Name: _________________________
Title: City Manager
Date: ___________________________

Signed by AMS and effective as of: ___________________________
Effective Date

ALCOHOL MONITORING SYSTEMS, INC.

By: Lou Sugo
Name: Lou Sugo
Title: Vice President - Sales and Marketing

APPROVED AS TO FORM AND CORRECTNESS:

12/18/2020

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

__________________________, 20_____

Min./Bk. __________Pg._______

Clerk of the Commission
PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT

AGENCY: CITY OF DAYTON - DAYTON MUNICIPAL COURT

This PRODUCT AND SERVICES SCHEDULE ("Schedule") to the MASTER AGENCY AGREEMENT (the "Agreement") is incorporated by reference into the Agreement effective [Date], executed by the parties. Unless otherwise defined herein, capitalized terms in this Schedule are those as defined in the Agreement. THIS SCHEDULE, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULES AND ANY PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE.

AMS hereby desires to provide Agency with the Equipment and sell the Agency supporting Services and Agency desires to order such Equipment and purchase such Services as defined in this Schedule during the Term.

1. DEFINITIONS
   a. "Active Equipment" means any Equipment unit actively using the Monitoring Software.
   b. "Additional Monitoring Services" means, if Agency is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule A
   c. "CAM Equipment" means, if applicable per the pricing table below, an ankle bracelet device that continuously monitors alcohol levels and if configured as a kit, the base station.
   d. "Service Fee" as used on the Schedule(s) means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.
   e. "Equipment" means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.
   f. "GPS Equipment" means, if applicable per the pricing table below, a device that monitors Client’s geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.
   g. "House Arrest Equipment" means, if applicable per the pricing table below, an electronic ankle device that monitors Client’s adherence to a home arrest curfew schedule and includes the base station if configured as a kit.
   h. "Remote Breath Equipment" means, if applicable per the pricing table below, a device that measures alcohol levels in the breath and may have facial recognition capabilities.
   i. "SLA" means the Service Level Agreement Information document, which is attached to this Schedule as Attachment 1 and is only applicable if Agency is purchasing or renting Equipment with Additional Monitoring Services. Specific SLA protocols will be agreed to in a separate SLA document signed by Agency.
   j. "Wireless Base Station" means, if applicable per the pricing table below, an AMS device that uses cellular transmission to connect with another device, such as a House Arrest or CAM bracelet.
   k. "Wireless Multi-connect Device" means, if applicable per the pricing table below, a third-party wireless device that connects multiple electronic hardware devices, such a CAM bracelet to a base station.

2. TERRITORY: Dayton Municipal Court in the State of Ohio

3. EQUIPMENT AND SERVICE LIMITATIONS AND SPECIAL REQUIREMENTS
3.1 GENERAL EQUIPMENT LIMITATIONS

3.1.1 Alcohol Detection. The CAM Equipment is not designed to give immediate notification of alcohol detection.

3.1.2 Tamper Efforts. AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

3.1.3 Submergence in Water or Other Liquid. Equipment is not designed for submergence in liquids. Certain Equipment can tolerate limited water exposure such as that encountered when showering.

3.1.4 Failure by Agency to Adhere to Maintenance Schedules. AMS bears no liability for Agency’s failure to adhere to Equipment maintenance notifications and/or schedules related to equipment and calibration.

3.2 REMOTE BREATH EQUIPMENT LIMITATIONS

3.2.1 Set Up. Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Further, Agency is responsible for establishing a program providing the necessary criteria to interpret all testing results provided by AMS. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine Agency-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

3.2.2 Breath Test Results. AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.2.3 Other Limitations. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed in any way to liquids. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the lost/damaged Equipment unit replacement fee.

3.3 ADDITIONAL MONITORING SERVICES – 24/7 REQUIREMENTS. Additional Monitoring Services are supported by a separate SLA document, which must be completed for each Client. Each SLA specifies, among other things, the type, description and price of the Monitoring Services to be provided. Any modifications of the terms of the SLA shall be made solely in writing and mutually executed by the parties and any other attempt to modify the terms of the SLA shall be void. AMS is not liable for; (i) the actions or inactions of Agency or its employees, contractors and agents that result in delay or error in the Services; (ii) failure to report Client non-compliant activities to appropriate supervising authorities when potential bond, parole or probation violations have occurred; or (iii) inaccurate information provided or input into the Monitoring Software, including Client or other contact information, GPS inclusion/exclusion zone set up and offender schedule information and associated protocols.

3.4 WIRELESS EQUIPMENT AND NETWORK LIMITATIONS. AMS provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.
4. EQUIPMENT AND SERVICE PRICING:

4.1 Purchased Equipment

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Quantity</th>
<th>Price per Unit</th>
<th>Service Fee per Unit, per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAM Kit Landline Base Station</td>
<td>1+</td>
<td>$1500</td>
<td>$4.40</td>
</tr>
<tr>
<td>CAM Bracelet</td>
<td>1+</td>
<td>$1200</td>
<td>$4.40</td>
</tr>
<tr>
<td>CAM Landline Base Station</td>
<td>1+</td>
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</tr>
<tr>
<td>CAM Wireless Base Station</td>
<td>1+</td>
<td>$650</td>
<td>$1.00</td>
</tr>
<tr>
<td>Wireless Multiconnect Device</td>
<td>1+</td>
<td>$400</td>
<td>$1.00</td>
</tr>
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</table>

4.2 Rental Equipment Price

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Quantity</th>
<th>Monthly Rental, per Unit w/90 Day Minimal Rental</th>
<th>Service Fee per Unit, per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAM Set Landline Base Station</td>
<td>1+</td>
<td>$66</td>
<td>$4.40</td>
</tr>
<tr>
<td>CAM Bracelet</td>
<td>1+</td>
<td>$53</td>
<td>$4.40</td>
</tr>
<tr>
<td>CAM Landline Base Station Standalone</td>
<td>1+</td>
<td>$33</td>
<td>NA</td>
</tr>
<tr>
<td>CAM Wireless Base Station Standalone</td>
<td>1+</td>
<td>$54</td>
<td>$1.00</td>
</tr>
<tr>
<td>Wireless Multiconnect Device</td>
<td>1+</td>
<td>$18</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

Note 1: If purchasing/renting the Wireless Base Station kitted with CAM Equipment, the Service Fee will be invoiced at the amount for CAM Kit listed above, plus the Service Fee amount listed above for the CAM Wireless Base station as if it were purchased/rented as a standalone unit.

5. ADDITIONAL SERVICES

Training: AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

Ethernet Communication: $0.50 per Equipment unit, per day

RB Associated Consumables: AMS will provide 1 calibration kit for each order with a quantity of 25 Remote Breath Equipment units.

RB Calibration Fee: AMS will calibrate Remote Breath Equipment for a charge of $50 Equipment unit.

Consumables: AMS electronic monitoring devices require the use of certain consumable items for proper operation. Consumables are provided at no additional charge up to the amount of the customer's normal expected usage for a particular product, usually based on monitored days. Consumables in excess of normal expected usage are available for purchase. A complete listing of consumables for AMS electronic monitoring devices, including current purchase price, is located under that Help tab in SCRAMnet. In addition, AMS offers for sale certain accessories that
ATTACHMENT 1 – MONITORING SERVICE LEVEL AGREEMENT INFORMATION
TO
PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT

INTENTIONALLY OMITTED
assist customers in their normal operations. A complete listing of accessories available for purchase, including current purchase prices, is located under the Help tab in SCRAMnet.

**Consumable Calculation Example:**
90 CAM units on for a 30 day/monthly period
Results in 2700 monitored days
Using a normal expected usage of 90 days for battery/faceplate kits
Allocated 30 battery faceplate kits for the month.

6 **RESERVED**

7 **LOST AND DAMAGE FEE:**
The replacement fee for Rental Equipment lost or damage beyond repair will be the purchase price, per unit, listed above or as follows. For Parts it will be the current replacement cost from the manufacturer. GPS refurbishment fee will be $365.50 for those units that can be repaired.

8 **SPECIAL TERMS: NA**
MEMORANDUM OF UNDERSTANDING

The Department of Police requests permission to enter into a Memorandum of Understanding (MoU) with Eastway Corporation ("Eastway") for $120,000.00. Under this MoU, Eastway shall provide mental health professionals to assist Police Officers in the field with citizens having a mental health crisis. This MoU is required as part of the City’s Agreement with Montgomery County Alcohol, Drug Addiction & Mental Health Services ("ADAMHS") for participation in a pilot project to increase the number of times a behavioral health professional is on scene to assist law enforcement.

The MoU is funded through an Agreement with ADAMHS and Eastway will be paid $10,000.00 per month to provide two (2) full-time equivalent mental health professional positions to the Police Department. The MoU will begin upon execution and end on December 31, 2021.

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

A Certificate of Funds and a copy of the MoU are attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X  New Contract       Renewal Contract

Required Documentation

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

Amount: $120,000.00

Fund Code

<table>
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<tr>
<th>Fund</th>
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<th>Prog</th>
<th>Act</th>
<th>Loc</th>
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<tr>
<td>10000</td>
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Amount: 

Fund Code

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<tr>
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<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Eastway Corporation
Vendor Address: 600 Wayne Avenue, Dayton, Ohio 45410
Federal ID: 31-0626223
Commodity Code: 94874
Purpose: Provide mental health professionals to law enforcement in the field.

Contact Person: Sheelah Moyer

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's Signature

Date: 2-11-2021

CF/CT Number: CT 21-2924

Finance Department

October 18, 2011
MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MoU") is entered into this _____ day of ____________, 2021 between the City of Dayton ("City") and Eastway Corporation ("Eastway").

WITNESSETH THAT:

WHEREAS, the City’s Department of Police ("DPD") interacts with persons in crisis and desires to increase the level of service given to these individuals; and

WHEREAS, the City entered into an Agreement with the Montgomery County Alcohol, Drug Addiction & Mental Health Services ("ADAMHS") to participate in a pilot project to increase the number of times a behavioral health professional is on scene to assist City Police Officers; and

WHEREAS, the ADAMHS Agreement project seeks to improve outcomes by making community service connections when dealing with a person having a mental health crisis, and to reduce the number of repeat calls and jail admissions of persons in crisis; and

WHEREAS, ADAMHS has identified Eastway as a provider of professional services encompassing behavioral healthcare, rehabilitation and housing services to the Dayton community; and

WHEREAS, the City desires to hire Eastway to provide professional services and to fulfill the terms of its Agreement with ADAMHS; and

WHEREAS, Eastway agrees to provide professional services to the City as outlined in this MoU.

NOW, THEREFORE, The parties agree as follows:

Section 1. Project Purpose and Goal

A. Purpose. The City is participating in a pilot program sponsored by ADAMHS to increase the number of times a mental health professional is on scene to assist Police Officers with a mental health client (the "Project"). This MoU will outline the terms and conditions for the collaboration between the City and Eastway.

B. The parties agree that the goal of the collaboration is to (1) increase City law enforcement access to Eastway mental health professionals during calls for service to the citizens of Dayton, and (2) reduce repeat calls for service by citizens having mental health crises by linking citizens to the appropriate community service agencies.

Section 2. Project Work Plan

A. Eastway will provide two (2) full-time equivalent mental health professionals ("Caseworker") positions with the requisite training, education and experience to provide...
assistance with mental and behavioral health situations DPD Police Officers may encounter in the field.

B. Eastway Caseworkers assigned to the Project will be approved by the City and will not be changed on a temporary basis (i.e., vacation or training). Permanent changes to Caseworkers by Eastway must be pre-approved in writing by both the City and Eastway Project Managers.

C. Caseworkers will be assigned to work with City Police Officers assigned to the Crisis Intervention Team (CIT) and accompany DPD personnel on crisis calls in the field.

D. Level-of-effort by Eastway Caseworkers for work performed shall be 100% level of effort beginning on the start date agreed upon by both the City and Eastway Project Managers.

E. Specific schedules for Project work performed by DPD and Caseworkers will be agreed upon by both the City and Eastway Project Managers.
   1. Caseworkers are employees of Eastway and shall follow its corporate schedule for holidays.
   2. Caseworkers’ shall work 40 hours per week on Project related tasks. Caseworker work hours shall be split between field and office work. The actual hours worked will be agreed upon by the City and Eastway Project Managers. When Caseworkers are performing office work, each shall be available by telephone, text or email.
   3. Caseworker positions will not be backfilled in the event of absences, such as vacation or illness.
   4. If a Caseworker or DPD Police Officer has an unplanned absence, the absent employee’s Project Manager will communicate the absence via text, email or telephone to the other agency’s Project Manager to ensure full communication.

F. All work for the Project by Caseworkers shall be documented using an electronic recordkeeping system with Caseworkers trained by DPD personnel to use the system. Caseworkers shall also document their efforts into Eastway’s electronic recordkeeping system for those individuals who are known Eastway clients.

G. DPD will provide Caseworkers with a bulletproof vest.

H. Eastway will provide each Caseworker with a cell phone and laptop for use while working on the Project.

Section 3. Term

This MoU shall be effective upon execution by the City and shall terminate on December 31, 2021 unless terminated earlier in accordance with the termination provisions below.

Section 4. Funding

This Project is contingent on the continuation of an Agreement between the City and ADAMHS for the pilot project.

A. Funding. The City shall reimburse Eastway a total not to exceed One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) for all services provided pursuant to this MoU.
B. Invoices. Eastway shall submit an invoice at least monthly for services provided under this project. By the 10th of each month, Eastway shall submit an invoice for the previous month for no more than Ten Thousand Dollars and Zero Cents ($10,000.00) that includes the performance period, the services actually provided along with the name of the service provider to the City, the number of hours spent on the project and the requested payment amount. All invoices shall be reviewed by City staff to verify that Eastway rendered services during the invoice period. Upon verification of the invoice, the City will tender payment of all invoices within thirty (30) days from receipt of the invoice, unless disputed.

C. Financial Standards. Eastway agrees to require the use of Generally Accepted Accounting Principles (GAAP) in recording and documenting all costs and expenditures relating to this MoU. All costs and expenditures pertaining in whole or in part to this MoU shall be clearly identified and readily accessible to the City and its designees. At any time during normal business hours and as often as the City may deem necessary, Eastway shall make available to the City all of its records with respect to all matters covered under this MoU, and will permit the City or designee to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data pertaining in whole or in part to matters covered by this MoU.

D. Auditing. If Eastway performs an independent audit of business and/or financial records, Eastway shall require the company and/or auditor(s) to comply with all applicable Generally Accepted Auditing Standards that have been developed by the American Institute of Certified Public Accountants. If Eastway performs an audit, the City shall receive a copy of such audit report.

Section 5. Independent Contractor

The parties hereby agree that at all times, Eastway shall be an independent contractor and not subject to the control by the City, except as provided herein. Eastway shall not act or represent himself in such a manner as to assume or create any obligation on behalf of, or in the name of the City, without the prior written and express authority to do so by a duly authorized representative. Further, Eastway shall be responsible for the withholding and payment of all local, state and federal taxes and Workers’ Compensation Insurance.

Section 6. Liability and Insurance

A. As an independent contractor, Eastway shall defend, indemnify and hold the City and its elected officials, officers and employees harmless against legal liability for claims, suits, judgements, losses, damages, and expenses (including attorney’s fees) of every kind whatsoever by reason of, arising out of, or proximately caused by any act, error or omission of Eastway in the performance of this MoU, including, but not limited to, any
violation or alleged violation of any federal, state, or local law, regulation, or order related to the services to be provided by the Contractor under this MoU.

B. During the entire term of this MoU and at the Eastway's sole cost and expense, Eastway shall maintain, with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best, the following insurance:

1. Professional Liability Insurance with a $1,000,000 annual aggregate; and
2. Workers’ Compensation Insurance, in such amounts as required by law.

All policies of insurance required herein, but excluding Workers’ Compensation Insurance, shall contain the requirement that the City be notified at least thirty (30) days in advance of any termination or diminution of coverage.

Upon execution of this Agreement, Eastway shall furnish the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein.

Section 7. Termination

This MoU may be terminated by either party, for good cause, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. In the event this MoU is terminated, Eastway shall tender all work product completed up to the date of termination.

Section 8. Safety

DPD will work with Eastway to ensure the safety of all personnel when responding to the scene of a mental health crisis. It is understood that at any time if DPD personnel directs a Caseworker to remain in a cruiser because of a safety concern, the Caseworker will follow that directive without hesitation.

The City Manager issued an Emergency Declaration on March 12, 2020 to reduce the likelihood of spreading the coronavirus, which remains in effect. When a Police Officer or Caseworker are riding together in a car, face masks will be worn at all times to ensure the safety of all parties. Until the Emergency Declaration is lifted, safety precautions for coronavirus will be maintained.

Section 9. General Provisions

A. Amendment or Modification. The City or Eastway may amend or modify this MoU, at any time, provided that such amendment or modification makes specific reference to this MoU, is executed in writing, signed by a duly authorized representative of the City and Eastway, approved by the City Manager or designee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration. This MoU represents the entire and integrated agreement between the City and Eastway. This MoU supersedes all prior and contemporaneous
C. Severability. If any provision of this MoU is held invalid, the remainder of the MoU shall not be affected thereby, and all other parts of this MoU shall nevertheless be in full force and effect.

D. Waiver. A waiver by the City of any breach of this MoU shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City's rights with respect to any other or further breach.

E. Non-Discrimination. Eastway shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off termination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of the MoU as fully and as if specifically rewritten herein and that failure of Eastway to comply therewith shall constitute a breach of this MoU entitling the City, at its option, to terminate this MoU.

F. Meetings and Evaluation. Eastway shall be available, at such times designated by the City, to review and discuss performance of the MoU with the City. Eastway agrees to cooperate with the City in all respects concerning the review and monitoring of its performance under this MoU.

G. Notices/Communication. Any written notice or other communication required or permitted by this MoU shall be made in writing and shall be delivered personally or certified mail or first class U.S. mail, postage pre-paid.

To Eastway:

John Strahm, Chief Executive Officer
Eastway Corporation
600 Wayne Avenue
Dayton, Ohio 45410
Section 10. Composition

The parties agree that they have actively negotiated and drafted the provisions of this MoU. Notwithstanding any rule to the contrary, no provision of this MoU shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.

IN WITNESS WHEREOF, the City and Eastway have caused this MOU to be executed by their duly authorized representatives as of the day and year first written above.

CITY OF DAYTON, OHIO

______________________________________________
City Manager

EASTWAY CORPORATION

______________________________________________
John Strahm, Chief Executive Officer

APPROVED AS TO FORM
AND CORRECTNESS:

______________________________________________
City Attorney

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

______________________________________________
, 2021

Min./Bk. Pg.

Clerk of the Commission
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Board of Commissioners of Montgomery County, Ohio via the Montgomery County Alcohol, Drug Addiction and Mental Health on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Board of Commissioners of Montgomery County, Ohio through the Montgomery County Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board has created a pilot project to increase the number of times a mental health professional is on scene to assist Police Officers dealing with citizens experiencing a mental health crisis; and

WHEREAS, The City of Dayton desires to continue its participation in the pilot project to provide mental health professional availability to Police Officers; and

WHEREAS, The ADAMHS Board makes allocations annually for the pilot project and has approved Board Resolution #20-099 to provide the Dayton Police Department with funding in 2021; and

WHEREAS, The City shall accept funding up to Three Hundred Sixty Thousand Dollars and Zero Cents ($360,000.00) under the pilot project, which is usually allocated in One Hundred Twenty Thousand Dollars and Zero Cents ($120,000.00) increments annually; and

WHEREAS, To provide for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at the earliest possible date; now, therefore,

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

Section 1. The City Manager or designee is authorized to continue the acceptance of funds from the Board of County Commissioners of Montgomery County, Ohio via the ADAMHS Board and is directed to execute any and all documents and agreements on behalf of the City of Dayton that are necessary to accept funding.
Section 2. That for the reasons set forth in the preamble hereof, the Dayton City Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....December 30...., 2020

SIGNED BY THE MAYOR..............December 30....., 2020

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of Commission

Approved as to Form:

[Signature]
City Attorney
AGREEMENT

BOARD RESOLUTION # 20-099
APPROVED AMOUNT $120,000

BETWEEN

MONTGOMERY COUNTY ALCOHOL, DRUG
ADDICTION & MENTAL HEALTH SERVICES

AND

CITY OF DAYTON-
DAYTON POLICE DEPARTMENT

CY2021

OCTOBER 28, 2020
MONTGOMERY COUNTY ADAMHS BOARD
409 E. MONUMENT AVE., STE. 102, DAYTON, OHIO 45402
Dayton Police Department
CIT Mobile Response Pilot
Board Resolution #20-099

Agreement

This Agreement, dated this 28th day of October 2020 is made between the Montgomery County Alcohol, Drug Addiction and Mental Health Services Board ("Board"), located at 409 E. Monument Ave, Ste. 102, Dayton, OH 45402 and the City of Dayton (Law Enforcement Department- "LED").

RE bâtals

WHEREAS, the Board is authorized by Chapter 340 of Ohio Revised Code as the county planning agency for mental health and addiction services in Montgomery County, Ohio; and

WHEREAS, Montgomery County, Ohio, has 22 Law Enforcement Departments in which 31% of the officers are trained Crisis Intervention Training “CIT” officers; and

WHEREAS, the Board would like to increase the number of times a mental health professional is on the scene to assist police officers with a mental health client for the purpose of improving the outcomes, such as a reduction in the number of repeat calls, community linkage, and a reduction in jail admissions for people experiencing a mental health crisis; and

WHEREAS, the Board desires to create county pilot projects with the LED, the Montgomery County Sheriff, Butler Township Police Department, Kettering Police Department, and Vandalia Police Department.

THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT

1. Term:

The term of this Agreement shall commence on January 1, 2021 and conclude on December 31, 2021.

2. Description of Services:

The LED will assist the board in expanding its mobile crisis services throughout the County. The LED will embed mental health crisis intervention specialists from a certified community behavioral health agency to respond with LED's CIT officers. The full Description of Services to be provided by the LED, included as Attachment 1 to this Agreement, is incorporated as if fully written herein.

The goals of the CIT Mobile Crisis Pilot is to: 1) Increase the number of times a mental health professional is on the scene to assist police officers with a mental health client. 2) Reduce the number of repeat calls by, or on behalf of, the same clients by linking
Dayton Police Department
CIT Mobile Response Pilot
Board Resolution #20-099

those clients with other community services and 3) Reduce jail admissions for people experiencing a mental health crisis.

The Board will collect data from the LED to assess the outcomes for the identified goals. Goals 1-3 are evaluated based on Computer Aided Dispatch data by comparing the calls for service prior to the pilot period to determine improvement/success. At the completion of the pilot period, a detailed evaluation and assessment will be conducted to determine if this project has viability for potential sustainability and expansion to other departments.

3. Grant:

The purpose of this grant is to financially support the development of Crisis Intervention Training (CIT) Mobile Crisis Response Pilot.

4. Allocation/Payment:

The Board shall pay LED a maximum contract price of $120,000. As a condition of the one-time funds, LED shall provide Crisis Intervention Training Mobile Response services to Montgomery County residents.

The Board shall reimburse LED a contract price of $120,000 billable in quarterly increments of $30,000 for a minimum of 750 hours of a co-responder mental health crisis intervention provider. Payments will be disbursed upon receipt of an itemized invoice that shall include the provider and the amount of hours paid for service to the provider.

Eligible costs shall include salary and benefits. Eligible costs for equipment and materials shall be over and above the quarterly billable amount. Eligible one-time costs for mobile crisis workers include but are not limited to cell phones, electronic devices, uniforms, bulletproof vests, required training, and other necessary items as identified by the LED.

5. Deliverables:

A. LED will subcontract for a minimum of 2 full-time equivalent (FTE) mobile crisis workers from a Community Behavioral Health provider of the LED’s choice.

B. LED will provide outcome data on a monthly and quarterly basis.

Funds may be used for one-time costs for mobile crisis workers such as equipment (cell phones, electronic devices), uniforms (including bulletproof vest), required training, and other necessary items as identified by department.
6. Governing Law:

This Agreement shall be governed and construed in accordance with the Laws of the State of Ohio.

7. Liability:

Each party will be responsible for its own acts and will be responsible, to the extent permitted by law, for all damages, costs and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and negligence, tortious acts and other unlawful conduct of its agents, officers and employees. However, nothing in this provision waives immunity for either party.

8. Notices:

Any notice required to be given by either party hereto, to the other party, by the terms hereof, must be either served upon the Executive Director of the Board and or in the Executive Director or President's absence, upon the person in charge, personally, or be sent to the LED by certified or registered mail, postage prepaid, to the Dayton Chief of Police at 335 W. Third St., Dayton, OH 45402 or such other address as either party may hereafter designate by written notice.

9. Termination:

Either party to this Agreement may terminate this Agreement by giving a 30 days' written notice to the other party. In the event of such termination, Board will cease further obligation of project funds and will make reasonable efforts to cancel or otherwise reduce all outstanding obligations.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
10. Amendments:

Any amendments to this Agreement must be in writing and signed by the authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

City of Dayton, Ohio

Shelley Dickstein, City Manager

Montgomery County Alcohol, Drug Addiction & Mental Health Services

Helen E. Jones-Kelley, Executive Director

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

December 30, 2020

Min. / Bk. I-Ide Pg.

Clerk of the Commission

This Instrument Approved as to Form:

Beverly Stewart, Legal Counsel
ADAMHS Board for Montgomery County
City Manager’s Report

From 6210 - Police Director
Supplier, Vendor, Company, Individual
Name Faro Technologies, Inc.
Address 250 Technology Park
Lake Mary, FL 32746-7115

Date February 17, 2021
Expense Type Service Agreement
Total Amount $68,585.03 (thru 2/29/2024)

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Includes Revenue to the City  No
Affirmative Action Program Yes

Description

Agreement for Equipment and Support Services for Faro Crime Scene Mapping System

The Department of Police requests permission to enter into the Agreement with Faro Technologies, Inc., (Faro). The Department wishes to add the capability to efficiently 3-D scan large scenes.

Faro Technologies, Inc. responded to RFP 20-016DP and was determined to be the lowest and best vendor for a 3-D crime scene mapping system. The addition of this equipment will allow for the efficient cataloging of evidence, pictures, measurements, trajectory, professional drawings, three dimensional views and all other elements of a crime scene. This system will produce presentations suitable for court proceedings in a fraction of the current man-hours now required.

This Agreement would begin upon approval and end February 29, 2024, or renewed upon amendment.

A certificate of funds is attached for $68,585.03.

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

NO DRAFT DOCUMENTS PERMITTED

Required Documentation

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

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### Amount: $ 68,585.03

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Attach additional pages for more FOAPALS

Vendor Name: Faro Technologies, Inc.
Vendor Address: 250 Technology Park, Lake Mary, FL 32746-7115
Federal ID: 593157093
Commodity Code: 96252, 68033, 91829
Purpose: Reservation of JAG grant funds for 3-D crime scene mapping system; includes equipment, software, licensures, training, warranties and maintenance.

---

Contact Person: Sgt. R. Oakley/1182, M.Beaty/1099
Police/Chief's Off: 2/3/2021
Department/Division: ____________
Date: ____________

Originating Department Director's Signature: __________________________

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: __________________________
Date: ____________

CF Prepared by: __________________________
Date: ____________
CF/CT Number: __________________________

Finance Department

October 18, 2011
AGREEMENT FOR EQUIPMENT AND SUPPORT SERVICES FOR FARO CRIME
SCENE MAPPING SYSTEM

This Agreement for Equipment and Support Services for Faro Crime Scene Mapping System ("Agreement") is made and entered into on this ______ day of ______, 2021, between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Faro Technologies, Inc. ("Faro"), having its principal place of business at 250 Technology Park, Lake Mary, Florida 32746-7115.

WITNESSETH THAT:

WHEREAS, The City Police Department has identified a specific need for 3-D capable crime scene mapping equipment and support services to train for operation, support as required and maintain the system; and

WHEREAS, Faro has agreed to provide the equipment and support services.

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

SECTION 1. SCOPE OF SERVICES

Faro shall provide the equipment and services as set forth below: in Exhibit “A”, Vendor responses titled “City of Dayton Police Department - Crime Scene Scanner Request for Proposal 20-016DP; Vendor questions, Vendor pricing”, which is attached hereto and incorporated herein by reference, with exception for quantity of license(s) and selected maintenance year(s) selected, Exhibit B will over-ride.

All equipment shall be delivered in a timely manner after Commission approval or within 45 days. Training and support at a time mutually agreed upon, completed to City satisfaction no later than 60 days after approval and execution of contract.

SECTION 2. BACKGROUND CHECK

Faro employees and contractors assigned to perform services specifically for the City under this Agreement may be subject to criminal history background check(s) (including but not restricted to fingerprinting and identity verification).

SECTION 3. COMPENSATION

A. TOTAL COST

Total remuneration in this Agreement shall not exceed SIXTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS AND THREE CENTS. ($68,585.03). These fees shall be paid as described in Exhibit B.
B. BILLING FREQUENCY

Faro shall submit an invoice as outlined in Exhibit “B”, titled “Equipment, Maintenance and Training” and Exhibit “C” FARO quotation No. 20377651 expiration February 28, 2021. Unless disputed, the City shall tender payment within thirty (30) days of receipt of Faro’s invoice. In the event the City disputes an invoiced amount in good faith, the City shall notify Faro of such dispute, providing sufficient detail of the basis of the dispute within 30 days of date of invoice and the parties shall work together promptly and in good faith to resolve such dispute. The City shall not be obligated to pay any amount so disputed in good faith until such dispute is resolved.

SECTION 4. TERM

This Agreement shall commence upon execution by the City and the following end dates;
- Complete Care-SCN Focus S/M-Y3 item CCR-SCN-V8-Y3 shall terminate, subject to Section 9, below, on February 29, 2024
- Scene Maint-3Y item SMA0900-3Y shall terminate, subject to Section 9, below, on February 28, 2025
- Faro Zone 3D Advanced SMA51002-3Y shall terminate, subject to Section 9, below, on February 28, 2025

Renewals of this agreement will be subject to the process referenced within section J. GENERAL PROVISIONS, section G. AMENDMENT.

SECTION 5. CITY’S RESPONSIBILITIES

The City will provide Faro, at no cost or expense, appropriate classroom training space, access to screen displays and other props that might be necessary or useful to complete the training services required under this Agreement.

1. The City is responsible for the purchase of two (2) Dell laptops specifications at or above requirements to support Faro Crime Scene software.

SECTION 6. Scope of Work

Faro shall exercise the same degree of care, skill, and diligence in the performance of training services under this Agreement as is ordinarily possessed and exercised by a professional under similar circumstances. The size of the training site will dictate the maximum number of trainees, but shall be no more than sixteen (16). The training will provide for up to six (6) of those selected from the group to be certified users.

The equipment shall be operational and as described in Exhibit “C”, item number and description.

SECTION 7. INDEMNIFICATION AND LIABILITY

Faro shall indemnify and defend the City and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against all third-party claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the
negligence or willful misconduct or fraud of Faro and its agents, employees, consultants, sub-
consultants and representatives in undertaking and performing its obligations under this
Agreement; however, no indemnification will be required for any claims, losses, damages or
expenses resulting from any negligence or willful misconduct of the City or any of the other
Indemnitees. This Article shall survive early termination or expiration of this Agreement.

SECTION 8. INSURANCE

During the term of this Agreement, Faro shall maintain, at its sole cost and expense, no less
than the following insurance issued by an insurance company authorized to conduct
business in the State of Ohio and having an "A" rating or better by A.M. Best:

1. General Liability Insurance, having a combined single limit of $1,000,000 for each
occurrence and $1,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of $1,000,000 for each
accident.
3. Employers’ Liability Insurance, having a limit of $500,000 for each occurrence.

Current certificates of insurance for all policies and concurrent policies required to be maintained
by Faro pursuant to this Article shall be furnished to the City upon reasonable request. All such
insurance policies, excluding Errors and Omissions Insurance, shall name the City, its elected
officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent
of the extent of the policy limits stated herein. Faro shall provide a minimum of thirty (30) days
advance written notice to the City in the event of cancellation or diminution of coverage below the
amounts required hereunder.

Faro also shall maintain Workers’ Compensation Insurance in such amounts as required by law for
all employees, and shall furnish to the City evidence of same.

SECTION 9. TERMINATION

This Agreement may be immediately terminated by the either party upon written notice in the event
of substantial failure of the other party to perform in accordance with the terms of this Agreement.
The breaching party shall have thirty (30) calendar days from the date of the termination notice to
cure or submit a plan for cure acceptable to the non-breaching party.

In addition, the City may, upon twenty (20) days written notice, terminate the Agreement for
convenience. Should the City terminate the Agreement for convenience, Faro shall only be entitled
to payment for operational equipment and software received and services completed and accepted
by the City as of the date of termination.

Any such termination shall not relieve Faro of any liability to the City for damages sustained by
virtue of any breach by Faro. The City will be under no further monetary obligation or commitment
to Faro.

In the event of termination, the City may, at its option, exercise any remedy available to it, including
the Uniform Commercial Code, according to Ohio law.
A. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

B. COMMUNICATIONS

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

City: Dayton Police Department
335 W. Third St.
Dayton, OH 45402
Attn: Fiscal Office

FARO: Faro Enterprises, Inc.
250 Technology Park
Lake Mary, FL 32746

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

C. EQUAL EMPLOYMENT OPPORTUNITY

Faro shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Faro from receiving future City contracts.

D. WAIVER

A waiver by the City or Faro of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.
E. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, Any void, unenforceable, invalid or illegal provisions shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

F. INDEPENDENT CONSULTANT

By executing this Agreement, Faro acknowledges and agrees that it will be providing training services to the City as an "Independent Consultant". As an Independent Consultant for the City, Faro shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Faro shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Faro, its employees and any persons retained or hired by Faro to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Faro acknowledges its employees are not "public employees" for the purpose of membership and/or participation in the Ohio Public Employees Retirement System ("OPERS"). Further, Faro shall be responsible to withhold and pay, or cause such agents, consultants and sub-consultants to withhold and pay, all applicable local, state and federal taxes.

G. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

H. POLITICAL CONTRIBUTIONS

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

I. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Faro. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
J. GENERAL PROVISIONS

The parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.

K. DEFINITIONS

“Products” means all Faro hardware, warranty, software, documentation and software maintenance releases and updates provided by Faro under this Agreement.

“Services” means all training services provided by Faro pursuant to this Agreement.

L. Except where prohibited by law, in no case shall either Party be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including, without limitation, negligence), strict product liability or any other theory of law (including theories of equitable relief), including for property damage, injury, or death. Except where prohibited by law, the maximum aggregate liability of either Party, including relating to any Product, from any cause whatsoever, whether based in contract, tort (including, without limitation, negligence), strict product liability or any other theory of law shall not exceed the purchase price received by Supplier for the Product to which such liability relates.”

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**
IN WITNESS WHEREOF, the City and Faro, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

City Manager

FARO TECHNOLOGIES, INC.

By: Jeff Sexton

Print: Jeff Sexton

Its: VP Americas Sales

APPROVED AS TO FORM AND CORRECTNESS:

2/5/2021

X John Musto for

City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

, 2021

Min./Bk. Pg.

Clerk of Commission
City of Dayton, Ohio
Department of Police
Division of Investigations & Administrative Product/Services

3D Crime Scene Scanner & Mapping System

REQUEST FOR PROPOSALS (RFP) No. 20-016DPD

NOVEMBER 2020
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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:
City of Dayton, Department of Police
Myra Beaty
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-1099
E-Mail: Myra.Beaty@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City’s web site by the date listed in Section 1.02. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City’s website at:
http://daytonohio.gov/bids.aspx

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Purchasing and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

<table>
<thead>
<tr>
<th>Issue RFP:</th>
<th>November 16, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Day to Submit Questions:</td>
<td>12:00 PM local (Dayton OH) time on November 25, 2020</td>
</tr>
<tr>
<td>Written Responses to Questions:</td>
<td>December 1, 2020</td>
</tr>
<tr>
<td>Due Date for Proposals:</td>
<td>2:00 PM local (Dayton OH) time on December 15, 2020</td>
</tr>
<tr>
<td>Contractor Demonstrations:</td>
<td>Anticipated to be in December 2020</td>
</tr>
<tr>
<td>Contract is Selected:</td>
<td>Anticipated be in Dec 20’ – Jan 21’</td>
</tr>
<tr>
<td>Award:</td>
<td>Anticipated be in January 2021</td>
</tr>
</tbody>
</table>

1.03 PRE-PROPOSAL MEETING. Not Applicable

1.04 SITE VISIT. Not Applicable

1.05 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid document require multiple emails, please designate in the “Subject” line of each email sent: RFP No 20-016DPD, RFP No 20-016 Part 1, RFP No. 20-016 Part 2, and so forth.

The bid opening will be facilitated using ZOOM with the following login information:
Topic: RFP 20-016DPD Proposal Opening
Time: December 15, 2020 02:00 PM Eastern Time (US and Canada)
https://us02web.zoom.us/j/89502348325?pwd=N3FucfVJS241bHVwZ1JFJejcySI6dMZz09

Meeting ID: 895 0234 8325  Passcode: 907521
One tap mobile
+13126266799,,86250666365# US (Chicago)
+19294362866,,86250666365# US (New York)

Dial by your location
+1 301 715 8592 US (Germantown)  +1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)  +1 253 215 8782 US (Tacoma)
Sealed proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by 2:00 PM on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Firms proposed for work under this proposal or waive any minor irregularities.

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP. The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.06 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor’s ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.

- **Company Profile and Background.** Provide the following information:
  - **Location** – The street address of the proposer’s company headquarters.
  - **Local Office of Proposer** – Provide the location of the proposer’s office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
  - **Company’s Primary Business** – State the proposer’s primary business, the number of years in the proposer’s industry, and the number of employees assigned to these related activities.
  - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).

- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City’s primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.

- **Proposal Response** as per Section 2.

- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city’s RFP are to be identified and failure to do so shall make the proposal non-responsive. City’s standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.

- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.08 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.
Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. Evaluation will be completed on the information submitted in response to the RFP only.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Percentage Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Price: Start Up/ Initial and over 5 Year</td>
<td>30%</td>
</tr>
<tr>
<td>2</td>
<td>Comprehensiveness of Vendor Solution</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Quality of Vendor Response</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Solutions Ease of Deployment &amp; Use</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>Dayton Local Business (required)</td>
<td>5%</td>
</tr>
<tr>
<td>6</td>
<td>PEP Certified Vendor (required unless there is an assigned goal)</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td><strong>Total Points</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

The following are the general areas City will use to evaluate Vendor RFP response:

- Comprehensiveness of Vendor Proposed Solution:
  - Product Coverage And Depth
  - Services Coverage And Depth
- Quality Of RFP Response:
  - Completeness in Responses
  - Supporting Documentation Included With RFP
  - All Aspects Of Vendor Proposed Solution is Clearly Conveyed
- Solution’s Ease of Deployment & Use:
  - Rapid Startup
  - Solution is easy for Staff to Use
  - Ease of Administration & Maintenance From a Technical Perspective
- Initial Startup Costs
- Subsequent 5-Year Total Cost of Ownership include w/initial

1.10 **MISCELLANEOUS ITEMS.**

- All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.
SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.
The City of Dayton Police Department desires a 3D Crime Scene Mapping System to assist Evidence Crews with large crime scenes such as the Oregon District Shooting and other large scenes with multiple pieces of evidence to be documented for court purposes. This item would assist with creating a map of the scene which is currently done by hand by the evidence technicians. This will reduce the number of man-hours needed for a scene and should reduce the overtime needed for large crime scenes.

2.02 BACKGROUND INFORMATION. The City is located at the crossroads of America, where I-75 north/south meets I-70 east/west and is best known as the Birthplace of Aviation. Dayton Ohio has over 140,000 residents. The Department of Police strives to be a regional and national leader in the field of law enforcement and public safety. The Department's mission, through genuine community partnerships, is to utilize comprehensive crime reduction strategies and provide effective and efficient service that enhances quality of life and safety for our community. The core values of the Department of Police center on

- Professionalism
- Integrity
- Respect
- Fairness

The Dayton Ohio Department of Police is an active Department with approximately 364 sworn personnel. The Bureau of Forensic Services is responsible for evidence gathering at select scenes. This Bureau responds to approximately 3,500 calls for assistance annually.

2.03 SCOPE OF WORK / TESTING REQUIREMENTS. In order to assist vendors in responding to Attachment I & II, the following sections describe guidelines and requirements vendors must take into consideration in their proposal.

1. Attachment I is where vendors respond to detailed information and questions regarding their proposed products, services, and overall solution to the RFP. Respond to informational topics and questions requested in Attachment I:
   a. In the Section cells showing "N/A" this means Not Applicable and no response is needed in that cell or block. Generally some answer to a question or other information is being requested in the cell to the right. Leave the "N/A" in place.
   b. In the Section cells showing "Yes/No" decide which answer applies to your proposed product or service for that section number and leave either a Yes or No in the cell. Depending upon your answer for a given section number there may be some additional information requested or a question asked to which Vendor should respond.
   c. In the "Additional Details / Vendor Response" cells respond appropriately where indicated and keep the responses brief. Where you feel it necessary to expand on a particular topic please indicate "See Attached" and mark your attached document at the top using the Section row number that the attachment references.
   d. You are required to return Attachment I electronically using the same version of Word originally sent out with the RFP.

2. Attachment II is where vendors respond to pricing for their proposed products, services, and overall solution. Respond to Attachment II regarding pricing of your proposed products and services:
   a. Vendors must provide pricing for the following:
      - Proposed Equipment & Accessories
      - Software Licensing – Application & Operating System
      - Warranty Coverage Costs for:
         - 3D Scanner Hardware – 3 & 5 years
         - Laptop Hardware – 2 & 3 years
      - Support & Maintenance Coverage (if separate from warranty) for 5 Years
      - Services Including Training & Documentation
   b. Important: The pricing you specify in Attachment II must be the same vendor/product/model number or service/software name specified, and where you have provided responses of same, in Attachments I & II. To help in this regard Section numbers between Attachment I and Attachment II are cross-referenced.
c. Vendors are required to return Attachment II electronically using the same version of Microsoft Excel originally sent out with the RFP.

d. Attachments can be paper-based; however, electronic versions of your attachments are preferred. If providing additional documents electronically please submit as PDF’s so they can be readily opened and reviewed.

e. Throughout RFP Attachment I you are explicitly asked to attach additional information. Please provide the attachments where requested. Note that brochures, technical specification lists, or feature narratives of the proposed solution, and other supporting documentation will be helpful to the City when reviewing your response.

A. AREAS OF CONSIDERATION:
The following are the main areas of consideration for this RFP. These are the main groups of equipment, software, services vendors are required to quote on (see Attachment I for the various details):

1. Equipment:
   a. 3D Scanner
   b. Laptop for Processing & Applications
   c. Certain Applicable Accessory Equipment

2. Software:
   a. Related Applications
   b. Laptop Operating System

3. Services:
   a. Training
   b. Support & Maintenance
   c. Documentation

4. Vendors are asked to also address the following items: (see Attachment I for the various details):
   a. Warranty
   b. References/Testimonials

B. RFP Response Guidelines & Requirements

1. **General**
The following are general guidelines and requirements:

   a. All proposed equipment shall be new, unused, first quality in its technology, and state of the art.
   b. All proposed equipment shall be completely packaged in the original packaging upon delivery.
   c. The equipment and systems offered will be in full commercial production. No “Brand New” or prototype models will be considered. Products proposed by vendors must be generally available for sale, delivered, and in production by customers for at least 3 months or a reasonable period of time. When requested, proof of current sales and delivery of the specified equipment shall be provided, in writing, referencing current customers with contacts and phone numbers for verification.
   d. Attachment I of this RFP allows vendors the opportunity to provide detailed information about their proposed solution. Your responses in Attachment I will be used by the City to determine the extent to which your proposed offering meets the guidelines and requirements outlined in herein.
   e. Vendors are encouraged to provide separate supporting material (brochures, drawings, feature narratives, etc.) as part of completing Attachment II Use the Section numbers in Attachment I to reference any supporting material included.

Please notice the “must have” or desired features, functionality or technical requirements for each of the following product(s) or service item(s):

2. **Equipment:**
The following equipment is required to be addressed by vendors and quoted on:

   a. 3D Scanner:
      b. The scanner must have a scanning radius of at minimum 70m (229.6588ft.)
      c. The scanner must have a 3D positional accuracy of 3.5mm (0.13in.) or less at a 25m range (82.021ft.).
      d. The scanner shall have integrated sensors or other method that allow it to “auto level” itself when moved to a new location.

City of Dayton, Ohio
Request for Proposals
e. The scanner unit with battery and tripod is desired to have an operational weight of 7 kg (15.5 lbs.) or less. Weight requirements are a priority for the health and safety of officers who must repeatedly hoist the scanner’s full weight to approximately eye-level.

f. The scanner is desired to be able to operate within temperature ranges of -20 degree Celsius (-4 degree Fahrenheit) to 50 degree Celsius (122 degree Fahrenheit).

g. The scanner shall operate at a minimum using a Class 1 laser.

h. The scanner shall be capable of on-board data storage via internal Secure Digital (SD) card, or similar.

i. The scanner must have a minimum Ingress Protection (IP) rating of IP54.

j. The scanner must be capable of a minimum scan rate of 488,000 points per second.

k. The scanner is desired to be controllable via an on-board touch screen or remotely via a WLAN connection to a tablet or laptop computer.

l. The scanner is desired to operate under internal battery power for a minimum of four hours on a single full charge.

3. **Laptop:**

   a. The City of Dayton has standardized on Dell computers including laptops. Vendors are encouraged to specify and quote an appropriately spec’d Dell laptop. Vendors may specify and quote an alternate manufacturer’s laptop. However, in this case we request the vendor provide detailed specifications in order for the City I.T. department to obtain a separate quote from Dell for an equivalent unit.

   b. When quoting any laptop, whether Dell or another manufacturer, please include a three year warranty period in the price.

   c. The expectation is the proposed laptop will have the appropriate components to support 3D VR and have acceptable processing power and capacities.

4. **Accessories:**

   a. Include in vendor proposal any relevant cables, carrying case, tripod, spare battery, targets, mounts, trajectory rods and all other commonly used and necessary accessories for the specific unit.

5. **Software**

   The following is related to software to be addressed by vendors and quoted on. The associated software included with the 3D scanner proposal is desired to:

   a. Support Virtual Reality. With the addition of optional VR goggles, an investigator can revisit the scanned crime scene in immersive 3D Virtual Reality.

   b. Be able to produce a visual package that slows panoramic viewing of the recorded scene in a manner suitable for presentation in a courtroom.

   c. Be able to produce a two-dimensional image or digital line drawing that depicts the layout of a recorded scene in a manner suitable for presentation in a courtroom.

   d. Be able to conduct a measurement analysis.

   e. Be able to produce a self-contained end product suitable for a court presentation that can be viewed with no additional software installed.

   f. Be able to perform the following data analysis and reporting: blood spatter, bullet trajectory, momentum, crush, suspect height.

   g. Be able to create 2D diagrams, 3D models, Virtual Reality tours, animations, fly-through videos.

   h. Be able to open point cloud files created by the 3D scanner.

6. **Services**

   The following are services required to be addressed and quoted on by vendor:

   a. Training- Indicate the types of training vendor recommends and can supply:

      i. End-user / administrator / technical staff

      ii. On-site, instructor led

      iii. On-line training with live instructor or pre-developed courseware

      iv. Show extent of other available training materials and guides

      v. Train the Trainer

   b. Explain any limits of the proposed training: extent / time / user count / etc.

7. **Support & Maintenance:**

   a. The City requires post-deployment support & maintenance annual coverage for a minimum 3 year period with an additional quote to extend to 5 years. This is for both the 3D scanner equipment and related software as proposed.

   b. Describe in detail what is provided under vendor’s support & maintenance coverage.
c. Clarify any differences between warranty and support & maintenance plans and if anything changes when the warranty period expires.
d. Indicate if there are any components in a proposed laptop that would require special support & maintenance.
e. Explain if support & maintenance coverage covers a loaner scanner should the purchased scanner stop working and has to be returned for service.

8. Documentation:
   a. Use Attachment I to Indicate What Documentation is Provided:
      i. Quick Start Guide
      ii. Basic Measurement & Operations
      iii. Advanced User for the 3D Scanner
      iv. For Each of the Proposed 3D Scanner Related Applications

9. Warranty:
   a. 3D Scanner
      i. Vendors are required to describe the warranties for each piece of vendor supplied equipment and systems application software being proposed.
      ii. The City is interested in a minimum 3 year warranty period with option to go to a 5 year warranty period on the 3D Scanner hardware.
      iii. Indicate any differences from what warranty (usually hardware) covers vs. what a support & maintenance agreement covers (usually software & assistance with the functioning of the system).
   b. Laptop

H. Vendor Offerings Outside of RFP Guidelines and Requirements
    Vendors are encouraged to provide information on products and services related to this RFP that City has not specified. Examples include:
    o New Emerging System Technologies (software & hardware)

2.04 PRICING STRUCTURE. Prices proposed will remain firm for acceptance within 180 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City’s Ordinances and Charter in conjunction with the Ohio Revised Code.

Funding for this purchase/contract award is from the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance grant no. 2019-DJ-BX-0492.

- Financial Standards. The Vendor agrees to require the use of Generally Accepted Accounting Principles (GAAP) in recording and documenting all costs and expenditures relating to this Agreement. All costs and expenditures for the services performed under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents, which shall be clearly identified and readily accessible to the City. All costs and expenditures pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to the City and its designees. At any time during normal business hours and as often as the City may deem necessary, the Vendor shall make available to the City all of its records with respect to all matters covered under this Agreement, and will permit the City or designee to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data pertaining in whole or in part to matters covered by this Agreement.

- Auditing. If Vendor performs an independent audit of business and/or financial records, the Vendor shall require the company and/or auditor(s) to comply with all applicable Generally Accepted Auditing Standards that have been developed by the American Institute of Certified Public Accountants. The City shall receive a summary of the audit findings and, if requested, the Vendor shall provide the City with a complete copy of such audit report.

- Please use Attachment II to provide a pricing response.
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton’s position to encourage the greatest participation possible on all projects connected with any aspect of the City’s auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit http://daytonhrc.org/business-technical-assistance/certification/ to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER’S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall remain the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City’s online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402  
(937) 333-1403 (Office)  
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on MONTH, DAY, YEAR, whichever date is earlier. The Agreement shall be renewable for “x” number of “x”-year optional periods at the discretion of the City.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

City of Dayton, Ohio  
Request for Proposals
ARTICLE 3. COMPENSATION
Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES
The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE
Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION
Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE
During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best:

1. General Liability Insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
3. Employers' Liability Insurance, having a limit of $500,000 for each occurrence.
4. Professional Liability Insurance, having a limit of $1,000,000 annual aggregate.
5. Contractor shall maintain errors and omissions insurance in the amount of $1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.
Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination. Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

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

| Company Name: FARO Technologies, Inc. |
| Address: 250 Technology Park |
| City, State Zip Code: Lake Mary Florida 32746 |
| Attention: |
| Title: |

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

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically, rewritten herein and that failure to comply...
therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER
A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.

F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

G. INDEPENDENT CONTRACTOR
By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT
Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS
Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT
The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS
Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION
This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
   
   a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
   

2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795).

Selection one of the following and initial on the adjacent line:

☐ Not Applicable (“N/A”) ________________

☒ Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. ________________

N. LIVING WAGE ORDIANCE

“I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.”

☐ YES ☐ NO
EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer’s name and address exactly as it would appear in a contract:

Entity Name:  
FARO Technologies, Inc.

Street Address:  
250 Technology Park

City, State, Zip:  
Lake Mary, FL 32746

Proposer’s Phone Number:  
407-333-9911

Proposer’s Fax Number:  

Proposer’s E-mail Address:  
faroorders@faro.com

<table>
<thead>
<tr>
<th>Form of Ownership</th>
<th>☐ Sole Proprietorship</th>
<th>☐ Franchise</th>
<th>☐ Partnership</th>
<th>☐ Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Joint Venture</td>
<td>☐ LLC</td>
<td>☐ Other (Specify):</td>
<td></td>
</tr>
</tbody>
</table>

If a corporation, state of incorporation:  
Florida

Federal Identification Number (or SSN if sole proprietorship):  
59-3157093

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.  

☐ Yes  ☐ No

SIGNATURE:  
Jeff Sexton

PRINTED NAME AND TITLE:  
Jeff Sexton  VP of Sales Americas

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.
EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: FARO Technologies, Inc.

<table>
<thead>
<tr>
<th>Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Business</td>
</tr>
<tr>
<td>3D capture, measurement and analysis solutions</td>
</tr>
</tbody>
</table>

If a corporation, state of incorporation: Florida

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio:

Federal Identification Number (or SSN if sole proprietorship): 59-3157093

Key Personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Information: Mailing address, telephone number, fax number and email address</th>
<th>Designated as Primary Contact for the City of Dayton? YES / NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sales</td>
<td>faroorders@farocom, 407-333-9911</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Compliance</td>
<td>compliance@farocom, 407-333-9911</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Accounting</td>
<td>farocollections@farocom, 407-333-9911</td>
<td>No</td>
</tr>
</tbody>
</table>
## EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: **FARO Technologies, Inc.**

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 20-016DPD. Do not use the City of Dayton as a reference.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>Address</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montgomery County Sheriff</td>
<td>Sgt. Rick Mobius</td>
<td>345 W. 2nd Street Dayton OH, 45422</td>
<td>937-225-4217</td>
<td></td>
<td><a href="mailto:mobiusr@mcohiosheriff.org">mobiusr@mcohiosheriff.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hamilton County Sheriff</td>
<td>Lt. Brian Stapleton</td>
<td>11021 Hamilton Ave. Cincinnati, OH 42231</td>
<td>513-851-6000</td>
<td></td>
<td><a href="mailto:bstapleton@sheriff.hamilton-co.org">bstapleton@sheriff.hamilton-co.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Butler County Sheriff</td>
<td>Nate Ellcessor</td>
<td>705 Hanover St. Hamilton, OH 45011</td>
<td>513-785-1213</td>
<td></td>
<td><a href="mailto:nellcessor@butlersheriff.org">nellcessor@butlersheriff.org</a></td>
</tr>
</tbody>
</table>
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered “forced labor” under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: __________________________
Bidding Company: FARO Technologies, Inc.
Address: 250 Technology Park
Lake Mary, FL 32746
Signature/Title: Ethan Greenberg
Federal I.D.#: 59-3157093
Phone No.: 407-333-8911
Fax No.: __________________________
EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.

Type of Tax Filing: (check all that apply)

1. [ ] Employee Withholding
2. [x] Corporate Earnings
3. [ ] Individual Ownership Earnings
4. [ ] Partnership Earnings

Company Name: FARO Technologies, Inc.

Mailing Address: 250 Technology Park

Local Business Address: ____________________________

City: ____________________________ State: FL Zip: 32746

Phone #: 407-333-9911

Check the jurisdictions that we administer that you operate in:

[ ] Dayton City Limits [ ] Dayton Wright Brothers Airport [ ] Dayton International Airport

[ ] NONE

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period? Calendar Year____________ or Fiscal Year ending on 12/31

Withholding Information *Quarterly Withholding cannot exceed $600.00

[ ] Do you have employees? Yes [ ] or No [ ] Date First Employee Started Working in Our Jurisdiction ________________

[ ] Do you submit withholdings QUARTERLY* or MONTHLY? ________________

[ ] Is this a courtesy withholding for your employees who are residents of the above cities only? Yes [ ] or No [ ]

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes [ ] No [x]

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes [ ] No [ ]

Do you use Subcontractors? Yes [ ] No [x] If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature ____________________________ TitleManager, Commercial Compliance

Date 12/14/2020

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401 (937) 333-3500 – Fax (937) 333-4280

City of Dayton, Ohio

Request for Proposals
Attachment I – RFP 20-016DP

Vendor Information & Question Response Form

Attachment I Overview

This document is for vendor responses to certain questions and information topics for a 3D crime scene scanner system solution for the Dayton, Ohio Police Department. An electronic version (MS Word) of this template is also being made available to vendors for completion and return to the City of Dayton.

This section is for collection of information from the responding vendors and does not require any pricing information here. The required pricing information is handled in a separate Attachment II spreadsheet document. Attachment II is also made available to vendors electronically (MS Excel) for completion and return to the City of Dayton.

You are responding to questions here in Attachment I regarding your proposed manufacturer / supplier products, related services (training, support & maintenance, documentation) warranty information, and references/testimonials.

Attachment I Instructions

The following are instructions to help vendors provide the information or answer the questions in the table below. Many of the questions can be answered either yes or no.

For other than Yes / No answers, keep answers brief in the table below. If you need to elaborate on a particular item, please feel free to attach additional information to your response. Mark the top of any additional documentation with the Section number of this Exhibit-II that the additional information refers to.

Note that vendors are asked to submit five (5) complete printed response packages in folders or standard three ring binders including a completed copy of this Information & Question template and the Exhibit-III pricing spreadsheet.

Vendors are also asked to submit a copy of their response on CD-ROM disk, DVD, or a thumb-drive in Microsoft Word for Windows for this Attachment I, and Microsoft Excel for Attachment II.
# Attachment I

## Vendor Information & Question Response Form

### A. General Vendor Information

<table>
<thead>
<tr>
<th>Section</th>
<th>Company and Product/Services Information</th>
<th>Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1.0</td>
<td>Vendor Basic Information:</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Vendor Name</td>
<td>FARO Technologies, Inc.</td>
</tr>
<tr>
<td>1.2</td>
<td>Vendor Address</td>
<td>250 Technology Park, Lake Mary, Florida 32746</td>
</tr>
<tr>
<td>1.3</td>
<td>Vendor Primary Contact Name</td>
<td>Dennis Franckowski</td>
</tr>
<tr>
<td>1.4</td>
<td>Vendor Primary Contact E-Mail Address</td>
<td><a href="mailto:faroorders@faro.com">faroorders@faro.com</a></td>
</tr>
<tr>
<td>1.5</td>
<td>Vendor Primary Contact Telephone Number</td>
<td>884-315-9508</td>
</tr>
<tr>
<td>1.6</td>
<td>Vendor FAX Number</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Vendor Web Site URL</td>
<td><a href="http://www.faro.com/">http://www.faro.com/</a></td>
</tr>
<tr>
<td>1.8</td>
<td>Year Company Founded</td>
<td>1981</td>
</tr>
<tr>
<td>1.9</td>
<td>Total Number of Employees in Your Company</td>
<td>1438</td>
</tr>
<tr>
<td>1.10</td>
<td>Describe Your Company’s Type</td>
<td>Corporation</td>
</tr>
<tr>
<td>1.11</td>
<td>Is Company a Subsidiary of Another Company?</td>
<td>No</td>
</tr>
<tr>
<td>1.13</td>
<td>Will You Provide Business &amp; Financial History Upon Request?</td>
<td>FARO is a leading provider of measurement systems in the metrology and 3D documentation sectors.</td>
</tr>
<tr>
<td>1.14</td>
<td>Does Your Company Market Other Product Lines in Addition To 3D Scanning Hardware &amp; Software Systems? If Yes, Briefly Enumerate.</td>
<td>FARO is a leading provider of measurement systems in the metrology and 3D documentation sectors.</td>
</tr>
<tr>
<td>1.15</td>
<td>With Respect to This RFP Indicate Whether Your Company Is A Reseller of The Products You Are Offering Or If You Are The Manufacturer / Direct Supplier.</td>
<td>Manufacturer</td>
</tr>
<tr>
<td>1.16</td>
<td>Where Applicable, Will You Provide Copies of Factory-Authorized Dealer Certificates Upon Request?</td>
<td>N/A</td>
</tr>
<tr>
<td>1.17</td>
<td>How Many Years Has Your Company Had Experience as a Manufacturer of, or as an Authorized Reseller of, the System You are Proposing including Provisions For Parts &amp; Service?</td>
<td>39 years</td>
</tr>
<tr>
<td>1.18</td>
<td>Further Describe Your Company’s Experience in The Development and Deployment of 3D Scanning &amp; Mapping Systems in The State Of Ohio.</td>
<td>FARO develops and manufactures leading edge solutions that enable high-precision 3D capture, measurement and analysis across a variety of industries including manufacturing, construction, engineering and public safety</td>
</tr>
<tr>
<td>1.19</td>
<td>Location of Sales and Support Offices Nearest to Dayton, Ohio</td>
<td>Office in Exton, Pennsylvania Sales Manager in Strongsville, Ohio Field Application Engineer for Public Safety in Avon, Ohio</td>
</tr>
<tr>
<td>A-2.0</td>
<td>Vendor General Solution Information:</td>
<td>Response</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>2.1</td>
<td>Are All Equipment and Software Being Proposed by Vendor Currently in Full Production And Released For General Sale To The Public?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.2</td>
<td>Does Vendor Proposed Solution Have A Proven, Reliable Record in Law Enforcement Jurisdiction Use Under A Variety of Conditions?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.3</td>
<td>Are Vendor Solution Components / Subsystems / Accessories / Software?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.3.1</td>
<td>Modular in Design?</td>
<td>N/A</td>
</tr>
<tr>
<td>2.3.2</td>
<td>Fully Integrated &amp; Supported?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.4</td>
<td>Does Proposing Vendor Act as Sole Supplier for The Following Components/Services:</td>
<td>N/A</td>
</tr>
<tr>
<td>2.4.1</td>
<td>3D Scanner?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.4.2</td>
<td>Laptop?</td>
<td>No</td>
</tr>
<tr>
<td>2.4.3</td>
<td>Other?</td>
<td>No</td>
</tr>
<tr>
<td>2.5</td>
<td>Services:</td>
<td>N/A</td>
</tr>
<tr>
<td>2.5.1</td>
<td>Warranty?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.5.1</td>
<td>Support &amp; Maintenance?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.5.1</td>
<td>Documentation?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.5.1</td>
<td>Training?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.6</td>
<td>If Vendor Does Not Directly Manufacture Any or All Components of Vendor's Proposed Solution, is Vendor Authorized by the Original Component Manufacturers to Resell Such Components?</td>
<td>N/A</td>
</tr>
<tr>
<td>2.7</td>
<td>Describe Vendor’s Professional Staffing in Terms of Their Length of Time with the Company, Qualifications &amp; Experience in the Design and Implementation of Law Enforcement 3D Scanner &amp; Mapping Systems.</td>
<td>N/A</td>
</tr>
<tr>
<td>2.8</td>
<td>Does Vendor’s Proposed Solution Meet or Exceed Legal Challenges by the Courts?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.9</td>
<td>Has Vendor’s Proposed Solution Ever Had Circumstances Where the System’s Data/Results Were Rejected by the Courts?</td>
<td>No</td>
</tr>
<tr>
<td>2.10</td>
<td>List Vendor’s Participation in Industry Standards &amp; User Groups</td>
<td>N/A</td>
</tr>
</tbody>
</table>

End of Section A (Vendor General Solution Information)
# City of Dayton Police - Request for Proposal

## 3D Crime Scene Scanner & Mapping System

### B. Equipment

<table>
<thead>
<tr>
<th>B-1.0</th>
<th>3D Scanner:</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Does Vendor's Proposed Solution Provide a 3D Scanner?</td>
<td>Yes</td>
<td>No additional details in this cell.</td>
</tr>
<tr>
<td>1.2</td>
<td>Manufacturer Name / Brand Name</td>
<td>N/A</td>
<td>Specify Manufacturer Name: FARO Specify Brand Name: FARO</td>
</tr>
<tr>
<td>1.3</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
<td>Specify Product Name: Focus Specify Model Number: S70</td>
</tr>
<tr>
<td>1.4</td>
<td>Attach Details on Vendor Proposed 3D Scanner Including Coverage for the Following Topics &amp; Questions:</td>
<td>N/A</td>
<td>Attach 3D Scanner Details. Complete Pricing in Attachment II</td>
</tr>
<tr>
<td>1.4.1</td>
<td>What is Scanning Radius?</td>
<td>N/A</td>
<td>Range from 70m – 350m</td>
</tr>
<tr>
<td>1.4.2</td>
<td>What is 3D Positional Accuracy?</td>
<td>N/A</td>
<td>3.5mm at 25m</td>
</tr>
<tr>
<td>1.4.3</td>
<td>Does 3D Scanner Have Built in Sensors That Allow it to Auto Level?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>1.4.4</td>
<td>What is Operational weight Scanner Unit with Battery and Tripod?</td>
<td>N/A</td>
<td>Unit with battery : 4.2kg (9.2lbs) Tripod : 1.6kg (3.5lbs)</td>
</tr>
<tr>
<td>1.4.5</td>
<td>What is Operational Temperature Range?</td>
<td>N/A</td>
<td>5 - 40°C (41 - 104°F), Extended range -20 - 55°C (-4 – 131°F)</td>
</tr>
<tr>
<td>1.4.6</td>
<td>What is Storage Temperature Range?</td>
<td>N/A</td>
<td>-10 - 60°C (14 - 140°F)</td>
</tr>
<tr>
<td>1.4.7</td>
<td>What Type Laser Does 3D Scanner Operate?</td>
<td>N/A</td>
<td>Class 1</td>
</tr>
<tr>
<td>1.4.8</td>
<td>What Type On-Board Removable Data Storage is Included With 3D Scanner Unit?</td>
<td>N/A</td>
<td>10-class SD card</td>
</tr>
<tr>
<td>1.4.9</td>
<td>What is Ingress Protection (IP) Rating?</td>
<td>N/A</td>
<td>IP 54</td>
</tr>
<tr>
<td>1.4.10</td>
<td>What is the Scan Rate?</td>
<td>N/A</td>
<td>Up to 976,000 points per second</td>
</tr>
<tr>
<td>1.4.11</td>
<td>Can The 3D Scanner Be Controllable Via An On-Board Touch Screen Or Remotely Via A WLAN Connection to a Tablet or Laptop Computer?</td>
<td>Yes</td>
<td>A built-in WiFi allows the user to control the scanner via any other device with WiFi capability, i.e. cellular phone, laptop, tablet.</td>
</tr>
<tr>
<td>1.4.12</td>
<td>How Long Will the 3D Scanner Unit Operate Under Internal Battery Power On A Single Full Charge?</td>
<td>N/A</td>
<td>Approximately 4.5 hours</td>
</tr>
<tr>
<td>1.4.13</td>
<td>Is There a Need for Annual Calibration?</td>
<td>No</td>
<td>User can conduct on-site compensation to verify accuracy for themselves. However, we suggest annual calibration for presentation of data and its accuracy in a courtroom setting</td>
</tr>
<tr>
<td>1.4.14</td>
<td>Does the 3D Scanner Proposed have to Set Up, Configured, or Customized Upon Delivery in Order for Usage?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>1.4.15</td>
<td>Provide Details Regarding the Type Laser Used in the Unit</td>
<td>N/A</td>
<td>Provide Details. Include Advantages of Proposed Laser.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B-2.0</th>
<th>Laptop:</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Is Vendor Including in Proposal an Appropriately Featured Laptop?</td>
<td>Yes</td>
<td>No response in this cell. If Yes, continue with answers in this section.</td>
</tr>
<tr>
<td>2.2</td>
<td>Manufacturer Name / Brand Name of Laptop</td>
<td>N/A</td>
<td>Specify Manufacturer Name: HP Specify Brand Name: HP</td>
</tr>
<tr>
<td>2.3</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
<td>Specify Product Name: ZBook Specify Model Number:</td>
</tr>
<tr>
<td>2.4</td>
<td>Attach Details on Vendor Proposed Laptop. Answer the Following Topics/Questions on What is Provided:</td>
<td>N/A</td>
<td>Attach Proposed Laptop Detail Including All Pertinent Specifications. Complete Pricing in Attachment II</td>
</tr>
</tbody>
</table>
# City of Dayton Police - Request for Proposal
## 3D Crime Scene Scanner & Mapping System

<table>
<thead>
<tr>
<th>2.4.1</th>
<th>Operating System Software</th>
<th>N/A</th>
<th>Windows 10 enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.2</td>
<td>CPU</td>
<td>N/A</td>
<td>Intel® core™ i7-8850H CPU @ 2.60GHz 2.59 GHz</td>
</tr>
<tr>
<td>2.4.3</td>
<td>Type of Storage Drive</td>
<td>N/A</td>
<td>64 bit operating system</td>
</tr>
<tr>
<td>2.4.4</td>
<td>RAM Memory</td>
<td>N/A</td>
<td>64.0 GB</td>
</tr>
<tr>
<td>2.4.5</td>
<td>Video Card</td>
<td>N/A</td>
<td>Nvidia 360 M</td>
</tr>
<tr>
<td>2.4.6</td>
<td>Does the Video Card Support DirectX?</td>
<td>Yes</td>
<td>Direct x 11 or greater</td>
</tr>
<tr>
<td>2.4.7</td>
<td>Viewing Size of the Display Measured Diagonally?</td>
<td>17 inches</td>
<td>Specify in Diagonal Inches:</td>
</tr>
<tr>
<td>2.4.8</td>
<td>Does the Video Card Support VR?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>2.4.9</td>
<td>Built-In Wi-Fi Adapter?</td>
<td>Yes</td>
<td>If Yes, Does Wi-Fi Adapter Support: 2.4GHz? 5GHz?</td>
</tr>
<tr>
<td>2.4.10</td>
<td>Built-in Bluetooth Adapter?</td>
<td>Yes</td>
<td>It will communicate with scanner</td>
</tr>
<tr>
<td>2.4.11</td>
<td>Will the Laptop be Provided with a Manufacturer's Warranty?</td>
<td>Yes / No</td>
<td>If Yes, Specify How Many Years:</td>
</tr>
<tr>
<td>2.4.12</td>
<td>Specify Any Other Provided Components</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

### B-3.0 Other Equipment:

#### 3.0 Does Vendor's Proposed Solution Provide Accessories?
- Yes
- If Yes, Continue This Section, Complete Pricing in Attachment II

#### 3.1 Tripod
- Yes
- Manufacturer Name / Brand Name: N/A
- Specify Manufacturer Name: Gitzo
- Specify Brand Name: g-lock untra
- Product Name / Model Number Proposed: N/A
- Specify Product Name: Specify Model Number:
- Attach Details for Tripod: N/A
- Tripod Details: Attach Tripod Details

#### 3.2 Targets/Trajectory Rods
- Yes
- Manufacturer Name / Brand Name: N/A
- Specify Manufacturer Name: Specify Brand Name:
- Product Name / Model Number Proposed: N/A
- Specify Product Name: Specify Model Number:
- Attach Details for Targets/Trajectory Rods: N/A
- Targets/Trajectory Rods Details: Attach Targets/Trajectory Rods Details

#### 3.3 Travel Case
- Yes
- Manufacturer Name / Brand Name: N/A
- Specify Manufacturer Name: Specify Brand Name:
- Product Name / Model Number Proposed: N/A
- Specify Product Name: Specify Model Number:
- Attach Details for Travel Case: N/A
- Travel Case Details: Attach Travel Case Details

#### 3.4 Batteries - Spare
- Yes
- Manufacturer Name / Brand Name: N/A
- Specify Manufacturer Name: Akku Power
- Specify Brand Name: Power Block
- Product Name / Model Number Proposed: N/A
- Specify Product Name: Specify Model Number: ACCSS8001
- Attach Details for Batteries - Spare: N/A
- Batteries - Spare Details: Attach Batteries - Spare Details

#### 3.5 Mounts
- No
- Manufacturer Name / Brand Name: N/A
- Specify Manufacturer Name: Specify Brand Name:
- Product Name / Model Number Proposed: N/A
- Specify Product Name: Specify Model Number:
- Attach Details for Mounts: N/A
- Mount Details: Attach Mount Details
City of Dayton Police - Request for Proposal
3D Crime Scene Scanner & Mapping System

<table>
<thead>
<tr>
<th>3.6</th>
<th>List any <strong>Other</strong> equipment / accessories:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.6.1</strong></td>
<td>Provided as Part of Vendor Proposal</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>3.6.2</strong></td>
<td>Recommended But Optional</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B-4.0</th>
<th>Equipment Applicable Standards:</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.1</strong></td>
<td>Does All Proposed 3D Scanning Equipment Conform/Comply to the Applicable Minimum Standards as Set by the Following Organizations:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>4.1.1</strong></td>
<td>Electronic Industries Association (EIA)?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>4.1.2</strong></td>
<td>Federal Communications Commission Rules and Regulations (FCC)?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>4.1.3</strong></td>
<td>Institute of Electrical and Electronic Engineers (IEEE)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>4.1.4</strong></td>
<td>International Electro technical Commission (IEC)?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>4.1.5</strong></td>
<td>International Organization for Standardization (ISO)?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>4.1.6</strong></td>
<td>National Fire Protection International (NFPA)?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>4.1.7</strong></td>
<td>Underwriters Laboratories Inc. (UL)?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

End of Section B (Equipment)
## C. Software

<table>
<thead>
<tr>
<th>C-1.0</th>
<th>Software – Application</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Does Vendor Proposed Solution Provide Software Applicable to the 3D Scanner Operation?</td>
<td>Yes</td>
<td>If Yes, Continue This Section</td>
</tr>
<tr>
<td>1.1.1</td>
<td>Software – For Capturing, Processing &amp; Managing Scan Data</td>
<td>Yes</td>
<td>If Yes, Continue This Section</td>
</tr>
<tr>
<td>1.1.2</td>
<td>Manufacturer Name / Brand Name</td>
<td>N/A</td>
<td>Specify Manufacturer Name: FARO Specify Brand Name: SCENE</td>
</tr>
<tr>
<td>1.1.3</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
<td>Specify Product Name: SCENE Specify Model Number: 2020</td>
</tr>
<tr>
<td>1.1.4</td>
<td>Attach Details for Software</td>
<td>N/A</td>
<td>Attach Software Details Complete Pricing in Attachment II</td>
</tr>
<tr>
<td>1.1.5</td>
<td>Availability of Features:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>On-Site Registration</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automatic Object Recognition</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scan Registration</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Positioning</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>High-Quality Data In Full Color</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Images From Automated Target Less &amp; Target-Based Scan Positioning</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support for Virtual Reality</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>1.1.6</td>
<td>What Manufacturer 3D Scanners Will Work With This Software?</td>
<td>N/A</td>
<td>Specify Manufacturer Name(s):</td>
</tr>
<tr>
<td>1.2.1</td>
<td>Software (Application) – Advanced / Forensics &amp; Reconstruction Analysis</td>
<td>Yes</td>
<td>If Yes, Continue This Section</td>
</tr>
<tr>
<td>1.2.2</td>
<td>Manufacturer Name / Brand Name</td>
<td>N/A</td>
<td>Specify Manufacturer Name: FARO Specify Brand Name: FARO Zone</td>
</tr>
<tr>
<td>1.2.3</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
<td>Specify Product Name: FARO Zone Specify Model Number: 3D Advanced</td>
</tr>
<tr>
<td></td>
<td>Attach Details for Software</td>
<td>N/A</td>
<td>Attach Software Details</td>
</tr>
<tr>
<td>1.2.4</td>
<td>What Manufacturer 3D Scanners Will Work With This Software?</td>
<td>N/A</td>
<td>FARO Zone 3D will import all point cloud file types</td>
</tr>
<tr>
<td>1.3.1</td>
<td>Software (Application) – Other (can be proposed as optional)</td>
<td>Yes / No</td>
<td>Specify: [Included in Proposal] or [Optional at City's Descretion]</td>
</tr>
<tr>
<td>1.3.2</td>
<td>Manufacturer Name / Brand Name</td>
<td>N/A</td>
<td>Specify Manufacturer Name: Specify Brand Name:</td>
</tr>
<tr>
<td>1.3.3</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
<td>Specify Product Name: Specify Model Number:</td>
</tr>
<tr>
<td></td>
<td>Attach Details for Software</td>
<td>N/A</td>
<td>Attach Software Details</td>
</tr>
<tr>
<td>1.3.4</td>
<td>What Manufacturer 3D Scanners Will Work With This Software?</td>
<td>N/A</td>
<td>Specify Manufacturer Name(s):</td>
</tr>
</tbody>
</table>

## C-2.0 Software License Control

| 2.0 | Does Vendor Proposed Solution Employ License Controls Applicable to Usage Either for the 3D Scanner Hardware or Application Software? | Yes | Software is licensed based |
| 2.1 | Are License Controls Used/Applicable to Proposed 3D Scanner? | No | No additional details in this cell. |
| 2.2 | Manufacturer Name / Brand Name | N/A | Specify Manufacturer Name: Specify Brand Name: |
## City of Dayton Police - Request for Proposal
### 3D Crime Scene Scanner & Mapping System

<table>
<thead>
<tr>
<th>Section</th>
<th>Field</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
<td>Specify Product Name: Specify Model Number:</td>
</tr>
<tr>
<td>2.4</td>
<td>Attach Details on Vendor Proposed 3D Scanner License Control Including Coverage for the Following Topics &amp; Questions:</td>
<td>N/A</td>
<td>Attach Details. Complete Pricing in Attachment II</td>
</tr>
<tr>
<td>2.4.1</td>
<td>Specify Whether License Control is Hardware or Key Code</td>
<td>N/A</td>
<td>Specify: [Hardware-Based FOB] or [Alpha-Numeric Key Code] or [Other]</td>
</tr>
<tr>
<td>2.4.2</td>
<td>Specify How the License Applies to Devices &amp; Users</td>
<td>N/A</td>
<td>Explain, Given Quoted Price, How License Applies to Device Limits &amp; User Counts:</td>
</tr>
<tr>
<td>2.6</td>
<td>Are License Controls Used/Applicable to Proposed Application Software?</td>
<td>Yes</td>
<td>License dongles see Attach Details. Complete Pricing in Attachment II</td>
</tr>
<tr>
<td>2.7</td>
<td>Manufacturer Name / Brand Name</td>
<td>N/A</td>
<td>Specify Manufacturer Name: Specify Brand Name:</td>
</tr>
<tr>
<td>2.8</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
<td>Specify Product Name: Specify Model Number:</td>
</tr>
<tr>
<td>2.9</td>
<td>Attach Details on Vendor Proposed Application Software License Controls Including Coverage for the Following Topics &amp; Questions:</td>
<td>N/A</td>
<td>Attach Details. Complete Pricing in Attachment II</td>
</tr>
<tr>
<td>2.9.1</td>
<td>Specify Whether License Control is Hardware or Key Code</td>
<td>N/A</td>
<td>Specify: [Hardware-Based FOB] or [Alpha-Numeric Key Code] or [Other]</td>
</tr>
<tr>
<td>2.9.2</td>
<td>Specify How the License Applies to Devices &amp; Users</td>
<td>N/A</td>
<td>Explain, Given Quoted Price, How License Applies to Device Limits &amp; User Counts:</td>
</tr>
</tbody>
</table>

### C-3.0 Software – Operating System

<table>
<thead>
<tr>
<th>Field</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Does Vendor Proposed Solution Provide Software License for Applicable Operating System (Laptop)?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.2</td>
<td>Manufacturer Name / Brand Name</td>
<td>N/A</td>
</tr>
<tr>
<td>3.3</td>
<td>Product Name / Model Number Proposed</td>
<td>N/A</td>
</tr>
<tr>
<td>3.4</td>
<td>Coverage for the Following Topics &amp; Questions:</td>
<td>N/A</td>
</tr>
<tr>
<td>3.4.1</td>
<td>Specify Type of Operating System</td>
<td>N/A</td>
</tr>
<tr>
<td>3.4.2</td>
<td>If Microsoft Windows, Specify Version</td>
<td>N/A</td>
</tr>
<tr>
<td>3.4.3</td>
<td>If Microsoft Windows, Specify Bits</td>
<td>N/A</td>
</tr>
<tr>
<td>3.4.4</td>
<td>If Vendor Provides Laptop, Will Operating System Be Pre-Installed?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

---

End of Section C (Software)
D. Services

<table>
<thead>
<tr>
<th>D-1.0</th>
<th>Services – General</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Does the Vendors Proposed 3D Scanner Solution Provide For Professional Services:</td>
<td>Yes</td>
<td>If Yes, Continue with this Section D-1.0</td>
</tr>
<tr>
<td>1.1.1</td>
<td>Training for Equipment</td>
<td>Yes</td>
<td>No additional details in this cell.</td>
</tr>
<tr>
<td>1.1.2</td>
<td>Training for Software Applications</td>
<td>Yes</td>
<td>No additional details in this cell.</td>
</tr>
<tr>
<td>1.1.3</td>
<td>Support &amp; Maintenance</td>
<td>Yes</td>
<td>No additional details in this cell.</td>
</tr>
<tr>
<td>1.1.4</td>
<td>Documentation – On-Line and/or Paper-Based Manuals</td>
<td>Yes</td>
<td>No additional details in this cell.</td>
</tr>
<tr>
<td>1.2</td>
<td>How Long Have You Been Providing These Services?</td>
<td>N/A</td>
<td>Greater than 5 years</td>
</tr>
<tr>
<td>1.3</td>
<td>Briefly Describe Vendor’s Services Team’s Scope And Qualifications.</td>
<td>N/A</td>
<td>Briefly Describe: Field Application Engineers in Public Safety all come from a law enforcement background; either as crime or crash experts with extensive backgrounds both working in the field, as consultants, and with the 3D laser scanning hardware/software.</td>
</tr>
<tr>
<td>1.4</td>
<td>Where Is Vendor’s Closest Services Office Located Relative To Dayton, Ohio?</td>
<td>N/A</td>
<td>Facility in Exton, PA; Field Application Engineer (crime scene expert) in Avon, OH</td>
</tr>
<tr>
<td>1.5</td>
<td>Will Vendor Provide Direct Deployment Of Equipment Vendor is Proposing Using Experienced Employees?</td>
<td>Yes</td>
<td>Describe. List any exceptions:</td>
</tr>
<tr>
<td>1.6</td>
<td>Will Vendor Be Relying On Any Third Party Partners For Deployment of the Equipment &amp; Software Vendor is Proposing?</td>
<td>No</td>
<td>No additional details in this cell.</td>
</tr>
<tr>
<td>1.6.1</td>
<td>For 3D Scanner Equipment?</td>
<td>No</td>
<td>If Yes, Specify Name(S) Of Third Party Partners And Their Years Of Experience:</td>
</tr>
<tr>
<td>1.6.2</td>
<td>For Software Applications on Laptop?</td>
<td>No</td>
<td>If Yes, Specify Name(S) Of Third Party Partners And Their Years Of Experience:</td>
</tr>
<tr>
<td>1.7</td>
<td>If Vendor Relies On Third Parties For Deployment of Equipment Will Vendor Be Responsible To Subcontract Out The Installation Services (i.e., such that it is transparent to City)?</td>
<td>No</td>
<td>Describe. List any exceptions</td>
</tr>
</tbody>
</table>

D-2.0 | Services – Training | Response | Additional Details / Vendor Response |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Does Vendor Proposed Services Solution Provide for Training?</td>
<td>Yes</td>
<td>If Yes, Continue With Section D-2.0</td>
</tr>
<tr>
<td>2.2</td>
<td>Vendor Name Supplying Service</td>
<td>N/A</td>
<td>FARO</td>
</tr>
<tr>
<td>2.3</td>
<td>Service Reference Name Proposed</td>
<td>N/A</td>
<td>Specify Reference Name of Service:</td>
</tr>
<tr>
<td>2.4</td>
<td>Attach Details on Vendor Proposed Training Including Coverage for the Following Topics &amp; Questions:</td>
<td>N/A</td>
<td>Attach. Complete Pricing in Attachment II.</td>
</tr>
<tr>
<td>2.4.1</td>
<td>Does Training Include Equipment Initial set Up / Configuration / Customization/ Basic Measurement Taking?</td>
<td>Yes</td>
<td>3-Day basic certification training or 5-day Forensic training, to include overall scanning practices, software workflow, courtroom deliverables, measurements, etc.</td>
</tr>
<tr>
<td>2.4.2</td>
<td>Is 3D Scanner Training Provided On-Site, Instructor Led?</td>
<td>Yes</td>
<td>Training can be conducted on-site with a Public Safety Field Application Engineer:</td>
</tr>
<tr>
<td>2.4.3</td>
<td>Is Application Training Provided On-Site, Instructor Led?</td>
<td>Yes</td>
<td>Yes. See above.</td>
</tr>
</tbody>
</table>
# City of Dayton Police - Request for Proposal
## 3D Crime Scene Scanner & Mapping System

| 2.4.4 | Is 3D Scanner Training Provided On-Line? | Yes | FARO Academy provides access to online classes; both on-demand, instructor led and live webinars. |
| 2.4.5 | Is Application Training Provided On-Line? | Yes | See above. |
| 2.4.6 | Indicate What Levels of Training Are Available | NA | Basic Certification Training, Train the Trainer and Basic/Advanced analysis software |
| 2.4.7 | Indicate What Other Forms of Training are Available | NA | |

<table>
<thead>
<tr>
<th>D-3.0</th>
<th>Support &amp; Maintenance</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Does Vendor Solution Provide For Post-Deployment Maintenance &amp; Support Services For The Proposed Solution?</td>
<td>Yes</td>
<td>If Yes, Continue With Section D-3.0.</td>
</tr>
<tr>
<td>3.1.1</td>
<td>3D Scanner</td>
<td>Yes</td>
<td>FARO manufactures and supports this item</td>
</tr>
<tr>
<td>3.1.2</td>
<td>Software Applications Related to Scanner</td>
<td>Yes</td>
<td>FARO created and supports this item</td>
</tr>
<tr>
<td>3.1.3</td>
<td>Laptop Hardware</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Explain How the City Would Contract With Vendor For Support &amp; Maintenance.</td>
<td>N/A</td>
<td>The manufacturer provides direct support through the direct warranty program</td>
</tr>
<tr>
<td>3.3</td>
<td>Does Vendor Operate a Formal Help Desk / Support Center?</td>
<td>N/A</td>
<td>15</td>
</tr>
<tr>
<td>3.3.1</td>
<td>If So, How Many Full Time Staff Members Are In The Center?</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>3.3.2</td>
<td>What Days/Hours Is The Support Center Staffed?</td>
<td>N/A</td>
<td>M-F 0800 -1900 EST FAE available 24/7</td>
</tr>
<tr>
<td>3.3.3</td>
<td>What Method(s) Do Customers Contact or Communicate With Vendor's Center Staff?</td>
<td>No</td>
<td>Through direct phone contact or through direct electronic mail</td>
</tr>
<tr>
<td>3.3.4</td>
<td>What Is Vendor's Support Center Service Representative-to-Customer Ratio? Average Number of Phone Calls Per Shift?</td>
<td>N/A</td>
<td>N/A at time of submittance</td>
</tr>
<tr>
<td>3.4</td>
<td>Attach</td>
<td>Support &amp; Maintenance Services Proposal Including:</td>
<td>N/A</td>
</tr>
<tr>
<td>3.4.1</td>
<td>Pricing, Broken Out In Detail, for Equipment and Software Components Proposed For Coverage Under a Support &amp; Maintenance Agreement.</td>
<td>N/A</td>
<td>Attach. Complete Pricing in Attachment II. Quote for 3 Year and 5 Year Periods. In quote and in Section 2</td>
</tr>
<tr>
<td>3.4.2</td>
<td>Details About the Coverage Offered Under the Proposed Support &amp; Maintenance Agreement.</td>
<td>N/A</td>
<td>Attach</td>
</tr>
<tr>
<td>3.5</td>
<td>Do You Handle Support Calls Differently For Vendor Provided Hardware Products vs. Vendor Software Products?</td>
<td>No</td>
<td>If Yes, Briefly Explain.</td>
</tr>
<tr>
<td>3.6</td>
<td>If Placed Under a Maintenance &amp; Support Plan Briefly Explain How Updates to the Hardware or Updates to Any Firmware or Drivers are Handled.</td>
<td>N/A</td>
<td>Firmware updates are published via the FARO website (to be downloaded and installed in the scanner by the user). Any updates/patches to software can be updated directly from the software.</td>
</tr>
<tr>
<td>3.7</td>
<td>Will Vendor Be Able to Remote In to Support the Solution Via the Laptop?</td>
<td>Yes</td>
<td>Laptop/software</td>
</tr>
<tr>
<td>3.8</td>
<td>3D Scanner Specific:</td>
<td>N/A</td>
<td>No additional details in this cell.</td>
</tr>
<tr>
<td>3.9.1</td>
<td>Generally How Often is the 3D Scanner Equipment Firmware or System Software Updated?</td>
<td>N/A</td>
<td>Firmware is typically update 2x/year</td>
</tr>
</tbody>
</table>
City of Dayton Police - Request for Proposal
3D Crime Scene Scanner & Mapping System

<table>
<thead>
<tr>
<th>3.9.2</th>
<th>What is the Estimated Date of Next Significant Product Version Release for 3D Scanner Firmware or Software?</th>
<th>N/A</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.9.3</td>
<td>How are Firmware or Software Updates Distributed and Updated?</td>
<td>N/A</td>
<td>Firmware is published on the website for the FARO Focus scanner; software updates are noted upon opening of software</td>
</tr>
<tr>
<td>3.9.4</td>
<td>When Updating Or Upgrading The 3D Scanner Equipment Firmware Or Software Briefly Describe The Process And The Amount Of Downtime To Expect Per Unit.</td>
<td>N/A</td>
<td>Approximately twenty (20) minute process for firmware upload. If calibration is required, downtime is approximately 7-10 days. If needed, a scanner can be sent to the agency to use during the time theirs is away being calibrated/serviced.</td>
</tr>
<tr>
<td>3.9</td>
<td>Does the 3D Scanner Proposed Provide for a Loaner Scanner Should the Purchased Unit Require Servicing or Repair Under a Support / Maintenance Agreement?</td>
<td>Yes / No</td>
<td>Loaner scanner available with different levels of Service package.</td>
</tr>
<tr>
<td>3.10</td>
<td>Software Applications Specific:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.10.1</td>
<td>Generally How Often is Application Software Updated?</td>
<td>N/A</td>
<td>Program patches are created several times a year.</td>
</tr>
<tr>
<td>3.10.2</td>
<td>What Is The Estimated Date Of Next Significant Product Version Release for the Application Software?</td>
<td>N/A</td>
<td>Unknown</td>
</tr>
<tr>
<td>3.10.3</td>
<td>How are Firmware or Software Updates Distributed and Updated on the Laptop?</td>
<td>N/A</td>
<td>Upon software launch, user is notified if there is a patch and provided release notes which detail the changes made</td>
</tr>
</tbody>
</table>

### D-4.0 Documentation:

<table>
<thead>
<tr>
<th>4.1</th>
<th>Does Vendor Proposed Solution Provide the Following Documentation Applicable to the 3D Scanner &amp; Associated Application Software?</th>
<th>Yes</th>
<th>If Yes, Continue With Section D-4.0.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.1</td>
<td>3D Scanner:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Basic Set Up &amp; Measurement</td>
<td>Yes</td>
<td>Manuals, videos, quick-guides, Internet, FARO Academy</td>
</tr>
<tr>
<td></td>
<td>Advanced User</td>
<td>Yes</td>
<td>Manuals, videos, quick-guides, Internet, FARO Academy</td>
</tr>
<tr>
<td></td>
<td>Administration</td>
<td>Yes</td>
<td>Manuals, videos, quick-guides, Internet, FARO Academy</td>
</tr>
<tr>
<td>4.1.2</td>
<td>Software Application(s):</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Basic Set Up &amp; Measurement</td>
<td>Yes</td>
<td>Manuals, videos, quick-guides, Internet, FARO Academy</td>
</tr>
<tr>
<td></td>
<td>Advanced User</td>
<td>Yes</td>
<td>Manuals, videos, quick-guides, Internet, FARO Academy</td>
</tr>
<tr>
<td></td>
<td>Administration</td>
<td>Yes</td>
<td>Manuals, videos, quick-guides, Internet, FARO Academy</td>
</tr>
<tr>
<td>4.2</td>
<td>Attach Documentation Proposed Including:</td>
<td>Yes</td>
<td>Attach, Complete Pricing in Attachment II.</td>
</tr>
<tr>
<td>4.2.1</td>
<td>Pricing, Broken Out In Detail, for Equipment and Software Documentation Materials.</td>
<td>Yes</td>
<td>Attach, Complete Pricing in Attachment II.</td>
</tr>
<tr>
<td>4.3</td>
<td>Does Vendor Provide Any Customized Documentation?</td>
<td>Yes</td>
<td>Work with Account Manager</td>
</tr>
</tbody>
</table>

End of Section D (Services)
### E. Warranty

#### E-1.0 Warranty 3D Scanner

<table>
<thead>
<tr>
<th>E-1.0</th>
<th>Warranty 3D Scanner</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Do You Offer Warranty for the Proposed 3D Scanner?</td>
<td>Yes</td>
<td>If Yes, continue with Section E-1.0</td>
</tr>
<tr>
<td>1.2</td>
<td>Does Vendor Offer This Warranty for Following Periods:</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three (3) Years?</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five (5) Years?</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Extended Warranty After 5 Years?</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Provide Detailed Pricing for 3D Scanner Unit</td>
<td>N/A</td>
<td>Provide Detailed Pricing. Complete Pricing in Attachment II Section E-1.3</td>
</tr>
<tr>
<td>1.4</td>
<td>Indicate Methods of Warranty Service:</td>
<td>N/A</td>
<td>Method: (e.g., on-site fix, depot maintenance, etc.)</td>
</tr>
<tr>
<td>1.5</td>
<td>Indicate When the Warranty Period Would Begin for 3D Scanner.</td>
<td>N/A</td>
<td>when the equipment is physically delivered to City</td>
</tr>
<tr>
<td>1.6</td>
<td>How Will Defective Equipment be Repaired or Replaced Within the Contracted Terms of the Warranty?</td>
<td>N/A</td>
<td>Sent into facility (Exton PA) for service / repair</td>
</tr>
<tr>
<td>1.7</td>
<td>What is the Guaranteed Response Time for Repair or Replacement When Under Warranty?</td>
<td>N/A</td>
<td>No guaranteed timeline, turnaround depends on problem. Annual service is about a week.</td>
</tr>
<tr>
<td>1.8</td>
<td>How Should Defective Components Under Warranty Be Returned?</td>
<td>N/A</td>
<td>Customer Service will create RMA # for return</td>
</tr>
<tr>
<td>1.9</td>
<td>When Returning Defective Components Under Warranty Specify Who Pays For Shipping in Either Direction.</td>
<td>N/A</td>
<td>FARO or Customer depending on warranty value</td>
</tr>
<tr>
<td>1.10</td>
<td>Specify What Other Components / Accessories Are Covered By Warranty.</td>
<td>N/A</td>
<td>Scanner basic 1year, battery 90 days</td>
</tr>
<tr>
<td>1.11</td>
<td>Does the 3D Scanner Provide for a Loaner Scanner Should the Purchased Unit Require Servicing or Repair Under Warranty?</td>
<td>Yes / No</td>
<td>Depends on the warranty level program purchased.</td>
</tr>
</tbody>
</table>

#### E-2.0 Warranty Laptop

<table>
<thead>
<tr>
<th>E-2.0</th>
<th>Warranty Laptop</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Do You Offer Warranty for the Proposed Laptop?</td>
<td>No</td>
<td>Warranty on Laptop is through the manufacturer</td>
</tr>
<tr>
<td>2.2</td>
<td>Does Vendor Offer This Warranty for Following Periods:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Two (2) Years?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three (3) Years?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Provide Detailed Pricing for Laptop</td>
<td>N/A</td>
<td>Provide Detailed Pricing. Summarize pricing in Exhibit-III Section E-2.3</td>
</tr>
<tr>
<td>2.4</td>
<td>Indicate Methods of Warranty Service:</td>
<td>N/A</td>
<td>Method: (e.g., on-site fix, depot maintenance, other)</td>
</tr>
<tr>
<td>2.5</td>
<td>Indicate When the Warranty Period Would Begin for Laptop.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>What is the Guaranteed Response Time for Repair or Replacement When Under Warranty?</td>
<td>N/A</td>
<td>Specify Timeframe:</td>
</tr>
<tr>
<td>2.7</td>
<td>How Should Defective Components Under Warranty Be Returned if Depot Maintenance?</td>
<td>N/A</td>
<td>Specify:</td>
</tr>
<tr>
<td>2.8</td>
<td>When Returning a Defective Laptop Under Warranty Specify Who Pays For Shipping in Either Direction.</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
City of Dayton Police - Request for Proposal
3D Crime Scene Scanner & Mapping System

<table>
<thead>
<tr>
<th>3.1</th>
<th>Do You Offer Warranty for the Proposed Other Equipment and/or Accessories?</th>
<th>Yes</th>
<th>If Yes, continue with Section E:3.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2</td>
<td>Does Vendor Offer This Warranty for Following Periods:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Three (3) Years?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five (5) Years?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Provide Detailed Pricing</td>
<td>N/A</td>
<td>Provide Detailed Pricing. Summarize pricing in Exhibit-III Section E-3.3</td>
</tr>
<tr>
<td>3.4</td>
<td>Indicate Methods of Warranty Service:</td>
<td>N/A</td>
<td>Method: (e.g., on-site fix, depot maintenance, other)</td>
</tr>
<tr>
<td>3.5</td>
<td>Indicate When the Warranty Period Would Begin</td>
<td>N/A</td>
<td>when the equipment is physically delivered to City</td>
</tr>
<tr>
<td>3.6</td>
<td>What is the Guaranteed Response Time for Repair or Replacement When Under Warranty?</td>
<td>N/A</td>
<td>Specify Timeframe: 7-14 days if parts are in inventory</td>
</tr>
<tr>
<td>3.7</td>
<td>How Should Defective Components Under Warranty Be Returned if Depot Maintenance?</td>
<td>N/A</td>
<td>Will be sent to Exton PA</td>
</tr>
<tr>
<td>3.8</td>
<td>When Returning a Defective Laptop Under Warranty Specify Who Pays For Shipping in Either Direction.</td>
<td>N/A</td>
<td>Warranty on laptop covered by manufacturer</td>
</tr>
</tbody>
</table>

End of Section E (Warranty)

F. References/Testimonials

<table>
<thead>
<tr>
<th>F-1.0</th>
<th>Customer References For Recently Sold Solutions Similar to Proposed System: (list at least 5)</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>List Agency References For Recently Sold Solutions Similar to Proposed System: (list at least 5)</td>
<td>N/A</td>
<td>Preference for Agencies Similar in Size and Scope of City of Dayton.</td>
</tr>
<tr>
<td></td>
<td>Reference 1</td>
<td>Yes / No</td>
<td>Montgomery County Sheriff 345 W. 2nd Street Dayton Ohio 45422 Rick Mobius 937-225-4217Specify: Agency Name, Address, Contact Information</td>
</tr>
<tr>
<td></td>
<td>Reference 2</td>
<td>Yes / No</td>
<td>Hamilton County Sheriff 11021 Hamilton Ave. Cincinnati Ohio 42231 Brian Stapleton 513-851-6000Specify: Agency Name, Address, Contact Information</td>
</tr>
<tr>
<td></td>
<td>Reference 3</td>
<td>Yes / No</td>
<td>Butler County Sheriff 705 Hanover St Hamilton OH 45011 Nate Elcoccer 513-785-1213Specify: Agency Name, Address, Contact Information</td>
</tr>
<tr>
<td></td>
<td>Reference 4</td>
<td>Yes / No</td>
<td>Ohio BCI 4055 highlander Pkwy, Richfield Ohio 44286 Dan Boerner 330-606-8649Specify: Agency Name, Address, Contact Information</td>
</tr>
<tr>
<td></td>
<td>Reference 5</td>
<td>Yes / No</td>
<td>Akron Police Department 217 s. High Street Akron Ohio 44308 Brian Oldaker 330-375-2790Specify: Agency Name, Address, Contact Information</td>
</tr>
</tbody>
</table>

End of Section F (References/Testimonials)

G. Other
<table>
<thead>
<tr>
<th>G-1.0</th>
<th>Other</th>
<th>Response</th>
<th>Additional Details / Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Provide An Estimated Timeframe for Delivery of Vendor’s Proposed 3D Scanner Once Purchase Order or Contract is Issued.</td>
<td>1-4 weeks</td>
<td>Specify Proposed Timeframe for 3D Scanner Delivery</td>
</tr>
<tr>
<td>1.2</td>
<td>Discuss Pricing After Expiration of Warranty and / or Support &amp; Maintenance Agreement.</td>
<td>3 and 5 years of warranty provided</td>
<td>Attach Discussion</td>
</tr>
<tr>
<td>1.3</td>
<td>Third Party Software / Licenses (if required)?</td>
<td>No</td>
<td>Attach Details. Complete Pricing in Attachment II.</td>
</tr>
<tr>
<td>1.4</td>
<td>Shipping/Delivery/Unpacking Costs (if applicable)?</td>
<td>GSA No shipping</td>
<td>Attach Details. Complete Pricing in Attachment II.</td>
</tr>
<tr>
<td>1.5</td>
<td>Any Other Products, Services, Software Required for 3D Scanner Unit to Work Adequately?</td>
<td>All software quoted</td>
<td>Attach Details. Complete Pricing in Attachment II.</td>
</tr>
</tbody>
</table>

End of Section G (Other)

End of Attachment I – RFP 20-016DP Questions & Answers Document
CITY OF DAYTON POLICE DEPARTMENT - 3D CRIME SCENE SCANNER REQUEST FOR PROPOSAL RFP-20-016DP

Attachment II - Detailed Vendor Pricing (sections are cross-referenced with products/services proposed in Attachment I)

<table>
<thead>
<tr>
<th>Section</th>
<th>A - Base Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1.1</td>
<td>FARO Technologies</td>
</tr>
<tr>
<td>A-1.3</td>
<td>Dennis Franckowski</td>
</tr>
<tr>
<td>A-1.4</td>
<td><a href="mailto:dennis.franckowski@faro.com">dennis.franckowski@faro.com</a></td>
</tr>
<tr>
<td>A-1.5</td>
<td>854.315.9688</td>
</tr>
</tbody>
</table>

*Quantity is "1" to establish base pricing. They City may order more multiples of any item. If there is a base number needed per set up, please indicate in vendor comments.*

<table>
<thead>
<tr>
<th>Section</th>
<th>B - Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>3D Scanner</td>
<td>FARO LS-5-70</td>
</tr>
<tr>
<td>Laptop</td>
<td>HP COMP0123X64</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>B - Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tripod</td>
<td>Gyzmo ACCSS8032</td>
</tr>
<tr>
<td>Targets/Trajectory Rods (set)</td>
<td>FARO ACCSS0299</td>
</tr>
<tr>
<td>Travel Case for 3D Scanner</td>
<td>Pelican N/A</td>
</tr>
<tr>
<td>Battery - Scan</td>
<td>FARO ACCESS8001</td>
</tr>
<tr>
<td>Mounts</td>
<td>FARO</td>
</tr>
<tr>
<td>Other:</td>
<td>3D Mouse</td>
</tr>
<tr>
<td>Virtual Reality Goggles</td>
<td>Oculus 515-000021-000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>B - Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>3D Scanner</td>
<td>FARO LS-5-70</td>
</tr>
<tr>
<td>Laptop</td>
<td>HP COMP0123X64</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>C - Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application SW: Basic, Capture, Process, Manage Scan Data</td>
<td>FARO Scan</td>
</tr>
<tr>
<td>Application Software - Advanced / Diagramming</td>
<td>FARO F3D</td>
</tr>
<tr>
<td>Application Software - Other Proposed</td>
<td>FARO SOFTL002</td>
</tr>
<tr>
<td>Software License Control - 3D Scanner</td>
<td>N/A</td>
</tr>
<tr>
<td>Software License Control - Application(s)</td>
<td>N/A</td>
</tr>
<tr>
<td>Operating System - Laptop</td>
<td>Windows</td>
</tr>
</tbody>
</table>

**Quote Product/Model/Software/Service Proposed in Attachment I Sections:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Proposed Name or Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>FARO</td>
<td>LS-5-70</td>
</tr>
<tr>
<td>HP</td>
<td>COMP0123X64</td>
</tr>
<tr>
<td>Gyzmo</td>
<td>ACCSS8032</td>
</tr>
<tr>
<td>FARO</td>
<td>ACCSS0299</td>
</tr>
<tr>
<td>Pelican</td>
<td>N/A</td>
</tr>
<tr>
<td>FARO</td>
<td>ACCESS8001</td>
</tr>
<tr>
<td>FARO</td>
<td></td>
</tr>
<tr>
<td>Oculus 515-000021-000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Proposed Name or Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>FARO</td>
<td>Scan</td>
</tr>
<tr>
<td>FARO</td>
<td>F3D</td>
</tr>
<tr>
<td>FARO</td>
<td>SOFTL002</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Windows</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$41,516.00</td>
<td>$32,453.11</td>
</tr>
<tr>
<td>1</td>
<td>$5,100.00</td>
<td>$3,596.76</td>
</tr>
<tr>
<td>1</td>
<td>$1,140.00</td>
<td>$803.99</td>
</tr>
<tr>
<td>1</td>
<td>$1,440.00</td>
<td>$772.25</td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>$640.00</td>
<td>$451.36</td>
</tr>
<tr>
<td>1</td>
<td>$575.00</td>
<td>$575.00</td>
</tr>
<tr>
<td>1</td>
<td>$5,110.00</td>
<td>$3,693.50</td>
</tr>
<tr>
<td>1</td>
<td>$7,995.00</td>
<td>$1,933.19</td>
</tr>
<tr>
<td>2</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>1</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$200.00</td>
<td></td>
</tr>
</tbody>
</table>
### Quote Product/Model/Software/Service Proposed In Attachment I Sections:

<table>
<thead>
<tr>
<th>Section</th>
<th>Vendor Supplying Service</th>
<th>Proposed Service Name</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
<th>Vendor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>D-2.3</td>
<td>Faro</td>
<td>TR-SCN-POS-FOR-O</td>
<td>$12,000.00</td>
<td>1</td>
<td>$11,440.00</td>
<td>5-day Onsite Upgrade</td>
</tr>
<tr>
<td>D-3.4</td>
<td>Faro</td>
<td>SCENE Warranty 4Y Addl</td>
<td>$2,788.11</td>
<td>1</td>
<td>$2,788.11</td>
<td>For 4 total 5 yrs from POS, SMA090-0-Y</td>
</tr>
<tr>
<td></td>
<td>Faro</td>
<td>FZ3D warranty 4Y Add</td>
<td>$3,840.00</td>
<td>1</td>
<td>$3,840.00</td>
<td>For total 5 yrs from POS, SMA51002-4-Y</td>
</tr>
<tr>
<td></td>
<td>Faro</td>
<td>Scanner Complete care 3 Y</td>
<td>$11,000.00</td>
<td>1</td>
<td>$8,500.00</td>
<td>Total of 3 yrs CR-SCN-V8-3-Y</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>For total of 5 year warranty</td>
</tr>
</tbody>
</table>

### Quote Same Services Proposed In Attachment I Sections:

<table>
<thead>
<tr>
<th>Section</th>
<th>Vendor Supplying Warranty</th>
<th>Proposed Warranty Name</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
<th>Vendor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1.3</td>
<td>Faro</td>
<td>1 year</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
<td>Included</td>
</tr>
<tr>
<td>E-2.3</td>
<td>HP</td>
<td>1 year</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
<td>Register with Mfg for additional warranty</td>
</tr>
<tr>
<td>E-3.3</td>
<td>Other Equipment / Accessories</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tripod</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Targets/Trajectory Rods (Set)</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Travel Case</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Batteries - Spare</td>
<td>90 Day</td>
<td>1</td>
<td>1</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mounts</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3D Mouse</td>
<td></td>
<td>1</td>
<td>1</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Virtual Reality Goggles</td>
<td>Oculus</td>
<td>1</td>
<td>1</td>
<td>$ -</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

### Quote Same Model/Product Proposed In Attachment I Sections:

<table>
<thead>
<tr>
<th>Section</th>
<th>Vendor Name or Brand</th>
<th>Proposed Model or Product</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Extended Price</th>
<th>Vendor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1.0</td>
<td>Other Products, Services, Software:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Costs Not Enumerated Elsewhere:</td>
<td></td>
<td>1</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Third Party Software / Licenses (if required)</td>
<td>N/A</td>
<td>1</td>
<td>$ -</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Shipping/Delivery/Unpack/ Costs (if applicable)</td>
<td>Fed Ex</td>
<td>1</td>
<td>$ -</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Any Other Products, Services, Software Required</td>
<td>1</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Revised: 10/01/2020

RFP 20-016 Attachment II- Pricing Template
## EXHIBIT B
### EQUIPMENT, MAINTENANCE AND TRAINING

1. The detailed equipment, services and annual maintenance are broken down and will be invoiced as described below:

<table>
<thead>
<tr>
<th>Product</th>
<th>QTY.</th>
<th>One Time Cost</th>
<th>Maintenance/ Warranty Cost for Total of three (3) yrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faro 3D Scanner LS-8-S-70</td>
<td>1</td>
<td>$30,643.11</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Gyzmo Tripod ACCS8032</td>
<td>1</td>
<td>$803.99</td>
<td>N/A</td>
</tr>
<tr>
<td>Faro Targets/Trajectory Rods (set) ACCSO299</td>
<td>1 set</td>
<td>$772.25</td>
<td>N/A</td>
</tr>
<tr>
<td>Travel Case for 3D scanner Pelican brand</td>
<td>1</td>
<td>Included</td>
<td>N/A</td>
</tr>
<tr>
<td>Faro battery-spare ACCS8001</td>
<td>1 extra</td>
<td>$451.36</td>
<td>N/A</td>
</tr>
<tr>
<td>Mounts-Faro</td>
<td>1 set</td>
<td>included</td>
<td>N/A</td>
</tr>
<tr>
<td>3D Mouse</td>
<td>1</td>
<td>included</td>
<td>N/A</td>
</tr>
<tr>
<td>Virtual Reality Goggles Oculus 515-000021-000</td>
<td>1</td>
<td>$575.00</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Equipment/Hardware Sub-Totals:</strong></td>
<td></td>
<td><strong>$33,245.71</strong></td>
<td><strong>$8,500</strong></td>
</tr>
<tr>
<td><strong>Software/License</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scene SOFTS0900</td>
<td>1</td>
<td>$3,693.50</td>
<td>$1,939.44</td>
</tr>
<tr>
<td>Network Soft Lock SOFTL0003</td>
<td>1</td>
<td>$400.00</td>
<td>N/A</td>
</tr>
<tr>
<td>FARO Zone 3D advanced - #2 - CRU and B of I</td>
<td>2</td>
<td>$3,866.38</td>
<td>$5,100.00</td>
</tr>
<tr>
<td>Network Soft Lock SOFTL0003</td>
<td>1</td>
<td>$400.00</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Software/License Sub-Totals:</strong></td>
<td></td>
<td><strong>$8,359.88</strong></td>
<td><strong>$7,039.44</strong></td>
</tr>
<tr>
<td>Train personnel in on site classroom</td>
<td>1 class 5 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• LIMITED TO COMFORTABLE ROOM CAPACITY (Covid restrictions)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Six (6) of the attendees may be certified operators</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Training Sub-Totals:</strong></td>
<td></td>
<td><strong>$11,440.00</strong></td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td><strong>Grand Total for 3yr contractual period:</strong></td>
<td></td>
<td><strong>$68,585.03</strong></td>
<td><strong>$15,539.44</strong></td>
</tr>
</tbody>
</table>

*Annual Maintenance includes licenses and features as listed in scope of services.

*FARO shall make best efforts to ship all of the Hardware to Dayton no later than 45 days ARO. FARO shall make best efforts to complete training and software installation and configuration within 45 days ARO. The invoice for the hardware shall be due 30 days after the City’s receipt of the equipment and software. The invoice for software maintenance/warranty due 30 days prior to end of first contract year.
**EXHIBIT C**

**Bill To:**
Dayton Police Department  
Fiscal Office  
335 W 3rd St  
45402-1424 Dayton, OH  
USA

**Ship To:**
Dayton Police Department  
Forensic Services  
Rick Oakley  
335 W 3rd St  
45402-1424 Dayton, OH  
USA

**Contact Person:** Rick Oakley

Pricing and Terms & Conditions of this quote are per GSA MAS Contract GS-07F-197GA. By accepting this quote, you acknowledge that you are eligible for and may purchase via the GSA Schedule/Contract above. For questions regarding GSA eligibility please refer to https://www.gsa.gov/buying-selling/purchasing-programs/overview/ eligibility-to-use-gsa-sources.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Rep</th>
<th>Qty</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>LS-8-S-70</td>
<td>3D_HW_LS_FocusS 70</td>
<td>1</td>
<td></td>
<td>30,643.11</td>
</tr>
<tr>
<td>SOFTS0900</td>
<td>SCENE</td>
<td>1</td>
<td></td>
<td>3,693.50</td>
</tr>
</tbody>
</table>

Laser Scanner Focus S 70 ships with: 1x Focus S 70, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide. G7G77:G83

SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.
| Item No.       | Description                                                                 | Qty | Amount  
|---------------|-----------------------------------------------------------------------------|-----|---------|
| ACCSS8001     | 3D_AC_LS_FocusS Battery Power Block                                           | 1   | 451.36  
| TR-SCN-FOR-O  | 5 Day OnSite Forensics ** Open Market Item ** Five-day industry specific Scanner training for accident reconstruction and forensics applications to be conducted by an industry except with experience in accident reconstruction and forensics and a variety of associated software packages. This customer site class includes basics of hardware and Scene software, as well as customized training in the customers' applications. Note: Customer site trainings are designed for up to four (4) trainees to ensure proper transfer of knowledge and understanding. Price per class. | 1   | 11,440.00|
| ACCSS0299     | 80Mm Koppa Target Set                                                        | 1   | 772.25  
<p>| 515-000021-000| VR Goggle Bundle &amp; High Powered ** Open Market Item ** Virtual Reality Headset Bundle for Compatible Windows PCs | 1   | 575.00  |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Unit Price</td>
<td>58,845.17</td>
</tr>
<tr>
<td>Total Discount</td>
<td>5,799.58</td>
</tr>
<tr>
<td><strong>Total USD</strong></td>
<td>53,045.59</td>
</tr>
</tbody>
</table>

Signature: __________________________  Print: __________________________  Title: ____________  Date: ________

Signature: __________________________  Print: __________________________  Title: ____________  Date: ________

*Any order over $150,000 will need a secondary signature to process your order.*
## Optional Item

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Discount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMA0900-3Y</td>
<td>SCENE MAINT - 3Y EXT</td>
<td>1</td>
<td>1,939.44</td>
<td>0.00</td>
<td>1,939.44</td>
</tr>
<tr>
<td></td>
<td>SCENE Extends maintenance contract of new license by 3 years.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMA0900-1Y</td>
<td>SCENE MAINT - 1Y EXT</td>
<td>1</td>
<td>828.67</td>
<td>0.00</td>
<td>828.67</td>
</tr>
<tr>
<td></td>
<td>SCENE Extends maintenance contract of new license by 1-year.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMA51002-3Y</td>
<td>FARO Zone 3D Advanced Maintenance 3Y     ** Open Market Item **</td>
<td>2</td>
<td>2,550.00</td>
<td>0.00</td>
<td>5,100.00</td>
</tr>
<tr>
<td></td>
<td>FARO Zone 3D Advanced annual maintenance extension at point of sale includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SMA51002-1Y</td>
<td>FARO Zone 3D Advanced Maint 1Y       ** Open Market Item **</td>
<td>2</td>
<td>1,090.00</td>
<td>0.00</td>
<td>2,180.00</td>
</tr>
<tr>
<td></td>
<td>FARO Zone 3D Advanced annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CCR-SCN-V8-Y3</td>
<td>Complete Care-SCN Focus S/M-Y3   ** Open Market Item **</td>
<td>1</td>
<td>11,000.00</td>
<td>2,500.00</td>
<td>8,500.00</td>
</tr>
<tr>
<td></td>
<td>Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. Two years of coverage in addition to the included 1-year warranty.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COVID-19
FARO does not assume any risk for (i) late deliveries of goods, (ii) customers’ inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/FARO_Standard_Terms_and_Conditions_Global_20180806_ENG.pdf
You can also obtain the terms from your FARO sales representative or please email Legal@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Calibration_and_Certification_Standards_for_FARO_Devices
GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage®, a menu-driven database system. The INTERNET address for GSA Advantage® is: GSAAdvantage.gov.

MAS: MULTIPLE AWARD SCHEDULE

SPECIAL ITEM NUMBER
NEW - INTRODUCTION OF NEW SUPPLIES AND SERVICES
OLM - ORDER-LEVEL MATERIALS (OLM)
325412 - CRIMINAL INVESTIGATIVE EQUIPMENT AND SUPPLIES
FSC/PSC Codes: 6550, 0000

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: GS-07F-197GA
Period Covered by Contract: September 29, 2017 - September 28, 2022
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:

<table>
<thead>
<tr>
<th>Special Item Number (SIN)</th>
<th>Special Item Number Description</th>
<th>Awarded Price Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>325412/STLOC</td>
<td>Criminal Investigative Equipment and Supplies</td>
<td>Page 4 and 5</td>
</tr>
<tr>
<td>NEW/STLOC</td>
<td>Introduction of New Supplies and Services</td>
<td>Page 6</td>
</tr>
<tr>
<td>OLM/STLOC</td>
<td>Order-Level Materials (OLMs)</td>
<td>Defined at Order Level</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>325412/STLOC</td>
<td>SMA51000 59.84</td>
</tr>
<tr>
<td>NEW/STLOC SP-01</td>
<td>8,478.59</td>
</tr>
</tbody>
</table>

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable

2. Maximum Order: $250,000
3. Minimum Order: $500
4. Geographic Coverage: Domestic Delivery Only
5. Points of Production: U.S.A., Germany, Italy, Sweden
6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.
7. Quantity Discounts: None
8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9a. Government purchase cards are accepted at or below the micro-purchase threshold.
9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign Items: Germany, Italy, Sweden
11a. Time of Delivery: 30 - 45 Days ARO
11b. Expedited Delivery: Contact Contractor
11c. Overnight and Two-Day Delivery: Contact Contractor
11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.
12. F.O.B. Point: Origin - Prepaid by Seller
13a. Ordering Address:
    FARO Technologies, Inc.
    250 Technology Park
    Lake Mary, FL 32746
13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address:
    FARO Technologies, Inc.
    PO Box 116908
    Atlanta, GA 30368
15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.
16. Export Packing Charges (if applicable): N/A
17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold):
   Government purchase cards are not accepted above the micro-purchase threshold.
18. Terms and Conditions of Rental, Maintenance, and Repair: N/A
19. Terms and Conditions of Installation: N/A
20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A
20a. Terms and Conditions for Any Other Services: N/A
21. List of Service and Distribution Points: N/A
22. List of Participating Dealers: N/A
23. Preventative Maintenance: N/A
24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/
City Manager’s Report

From  6210 - Police Director
Supplier, Vendor, Company, Individual
Name  LeadsOnline, LLC
Address  6900 Dallas Parkway, Suite 825
          Plano, TX  75024

Date  February 17, 2021
Expense Type  Contract Modification
Total Amount  $16,878.00 thru 2/28/2022

Fund Source(s)  Fund Code(s)  Fund Amount(s)
Federal Law Enforcement Trust Fund  28150-6210-1143-71  $16,878.00

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

Description
Second Renewal of a Service Agreement
Pawn Shop Database for Law Enforcement Investigations

The City of Dayton, Department of Police, requests approval for the attached Renewal of Agency Agreement with LeadsOnline, LLC.

This vendor offers access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. Law Enforcement agencies across the county and nationwide have been using this system to help track and identify stolen merchandise and property that frequently ends up in pawn shops.

The First Renewal of the Agency Agreement will expire on February 28, 2021. The proposed Second Renewal of the Agency Agreement offers a one (1) year extension and will expire on February 28, 2022.

The Second Renewal has been approved as to form and correctness by the Law Department.

A Certificate of Funds is attached in the amount of $16,878.00.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>X</th>
<th>Renewal Contract</th>
<th>______</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>3/1/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td></td>
<td>2/28/2022</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$16,878.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td></td>
<td>$16,878.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-1659</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td>$</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td>$</td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$16,878.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
<td>28150 - 6210 - 1143 - 71 - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

| Amount: | | |
|---------|------------|
| Fund Code: | XXXX - XXXX - XXXX - XX - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

**Vendor Name:** LeadsOnline, LLC

**Vendor Address:**

- 6900 Dallas Parkway, Suite 825
- Plano, TX 75024

**Federal ID:** 421720332

**Commodity Code:** 91503

**Purpose:** LeadsOnline will continue to provide access to a nationwide electronic database for the primary purpose of identifying stolen merchandise and/or persons involved in various criminal activities. This is a second renewal to a three year contract period. The funds are for services beginning March 1, 2021 through February 28, 2022.

**Contact Person:** Sgt. King x7450 / M. Beaty x1099

**EPOD/Chief's Office:**

- Department/Division: Date: 2/5/2021

**Originating Department Director's Signature:**

---

SECTION II - to be completed by the Finance Department

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

**Finance Director Signature:**

**Date:** 2-9-2021

**CF Prepared by:**

**Date:** 2/5/21

**CF/CT Number:** CT21-14859

---

October 18, 2021
SECOND RENEWAL OF AGENCY AGREEMENT FOR
LeadsOnline LLC

THIS SECOND RENEWAL FOR AGENCY AGREEMENT (“Second Renewal”), is dated this ____ day of ____________, and is between the City of Dayton, Ohio (“City”) and LeadsOnline LLC (LeadsOnline).

WITNESSETH THAT:

WHEREAS, on March 8, 2017, the Commission of the City of Dayton approved an “Agency Agreement” (“Agreement”), under which LeadsOnline provides a web site for confidential law enforcement investigations (“Services”) on behalf and for the City of Dayton, Department of Police; and

WHEREAS, pursuant to Section 5. Term, Article 5.2 of the Agency Agreement, the Agreement may be renewed, upon mutual agreement; and

WHEREAS, the Agreement was renewed on February 21, 2020 until February 28, 2021, and may be renewed, at the discretion of the City, for successive additional terms of one (1) year each; and

WHEREAS, the City desires to enter into a second renewal for a one-year term and amend said Agreement in the best interests of the City.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and LeadsOnline agree to the second renewal of the Agreement as follows:

1. Paragraph 5.1 of Section 5. Term, of the Agency Agreement is hereby deleted in its entirety and replaced with the following:

This Second Renewal of the Agency Agreement shall commence on March 1, 2021 and shall expire on February 28, 2022 (“Term”), unless terminated earlier as provided in Paragraphs 5.2 through 5.5 of this section.

2. Except as modified by this Second Renewal, the terms of the Agency Agreement and Attachment ‘A’; Scope of Work and Annual Subscription Fee shall continue and remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the City and LeadsOnline LLC, each by a duly authorized representative, have executed this Second Renewal as of the date first above written.

CITY OF DAYTON

_____________________
City Manager

LEADSONLINE LLC

_____________________
Dave Finley, CEO

APPROVED BY:

_____________________
Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

2/1/2021

× John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSIONOF THE CITY OF DAYTON, OHIO:

_____________________, 2021

Min./Bk. _______ Pg. _______

_____________________
Clerk of Commission
## AGENCY AGREEMENT – Attachment ‘A’

### SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

<table>
<thead>
<tr>
<th>LeadsOnline System Capability</th>
<th>PowerPlus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online reporting system for all pawn/secondhand stores</td>
<td>✓</td>
</tr>
<tr>
<td>Unlimited accounts/searches for your personnel working your cases</td>
<td>✓</td>
</tr>
<tr>
<td>Images of property, sellers, vehicles, fingerprints, etc. as reported</td>
<td>✓</td>
</tr>
<tr>
<td>Legacy data import (from existing in-house database)</td>
<td>✓</td>
</tr>
<tr>
<td>Updates, training and support for agency personnel and businesses</td>
<td>✓</td>
</tr>
<tr>
<td>Transaction Monitor – Audit system for reporting compliance</td>
<td>✓</td>
</tr>
<tr>
<td>Report citizen property inventory system</td>
<td>✓</td>
</tr>
<tr>
<td>Automated NCIC/stolen property hits</td>
<td>✓</td>
</tr>
<tr>
<td>Message Inbox (alerts and communication to and from businesses)</td>
<td>✓</td>
</tr>
<tr>
<td>Daily Stats (hits and statistics for each investigator)</td>
<td>✓</td>
</tr>
<tr>
<td>Property Hold Management System</td>
<td>✓</td>
</tr>
<tr>
<td>Nationwide search access</td>
<td>✓</td>
</tr>
<tr>
<td>Saved (continuous) searches/Email hit alerts</td>
<td>✓ 300</td>
</tr>
<tr>
<td>eBay First Responder Service</td>
<td>✓</td>
</tr>
<tr>
<td>Persons of interest inter-agency suspect information system</td>
<td>✓</td>
</tr>
<tr>
<td>Suspect variations and associations reports</td>
<td>✓</td>
</tr>
<tr>
<td>Submit lists of known suspects (file upload) 2,000 entries</td>
<td>✓</td>
</tr>
<tr>
<td>Submit lists of stolen property (file upload) 2,000 entries</td>
<td>✓</td>
</tr>
<tr>
<td>Online reporting System for scrap metal dealers</td>
<td>✓</td>
</tr>
<tr>
<td>Statement Analyzer</td>
<td>✓</td>
</tr>
<tr>
<td>CompsStat mapping System</td>
<td>✓</td>
</tr>
</tbody>
</table>

**Total Fixed Annual subscription fee due on March 1, 2017 and on or before each anniversary thereof during the Initial Term:** $16,878
Dayton Police Department  
335 West 3rd Street  
Dayton, OH 45402  
Attn: Chief Richard Biehl

<table>
<thead>
<tr>
<th>Quote #:</th>
<th>259462</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote Date:</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Agency ID:</td>
<td>4725</td>
</tr>
<tr>
<td>Renews:</td>
<td>3/1/2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Dates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/1/21 - 02/28/22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Months</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>LeadsOnline PowerPlus Investigation System Service Package</td>
<td>16,878.00</td>
</tr>
</tbody>
</table>

Payment is due within 30 days of renewal. Please remit payment to:  
LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024-4200  
We accept Checks and EFT/ACH Payments

Purchase Orders should be emailed to accounting@leadsonline.com  
Total Due: $16,878.00

Update Your Billing Contact Information:  
www.leadsonline.com/update

Download our W-9:  
www.leadsonline.com/w9

For questions about your LeadsOnline Service, Subscription Package or Agency/User Accounts please call 972-361-0900 or email support@leadsonline.com

For questions about your Quote, Vendor Forms or General Billing Inquiries please call 972-331-7748 or email accounting@leadsonline.com
RENEWAL OF AGENCY AGREEMENT FOR
LeadsOnline LLC

THIS FIRST RENEWAL FOR AGENCY AGREEMENT ("First Renewal"), dated February 21, 2020, and is between the City of Dayton, Ohio ("City") and LeadsOnline LLC (LeadsOnline).

WITNESSETH THAT:

WHEREAS, on March 8, 2017, the Commission of the City of Dayton approved an “Agency Agreement" ("Agreement"), under which LeadsOnline provides a web site for confidential law enforcement investigations ("Services") on behalf and for the City of Dayton, Department of Police; and

WHEREAS, the initial term of the Agreement expires on February 29, 2020; and

WHEREAS, pursuant to Section 5. Term, Article 5.2 of the Agency Agreement, the Agreement may be renewed, upon mutual agreement for an additional one-year term; and

WHEREAS, the City and LeadsOnline desire to renew for a one-year term and amend said Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and LeadsOnline agree to the first renewal of the Agreement as follows:

1. The parties hereby agree to renew the Agreement, and that the First Renewal of the Agency Agreement shall commence on March 1, 2020 and shall expire on February 28, 2021 ("Term"), unless terminated earlier as provided in Paragraphs 5.2 through 5.5 of the Agreement.

2. Except as modified by this Renewal, the terms of the Agency Agreement and Attachment 'A'; Scope of Work and Annual Subscription Fee shall continue and remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the City and LeadsOnline LLC, each by a duly authorized representative, have executed this First Renewal as of the date first above written.

CITY OF DAYTON

City Manager

LEADSONLINE LLC

Dave Finley, CEO

APPROVED BY:

Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

February 12, 2020

Min./Bk. Pg.
Clerk of Commission

2
AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated March 1, 2017 ("Effective Date") is made between City of Dayton ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including but not limited to the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
2.2 Agency is responsible for the accuracy of information submitted by Agency’s Law Enforcement Officials in registration for Law Enforcement Agency’s accounts.

2.3 Agency agrees to not share its access to Leads’ System with other Law Enforcement Agencies and to not share information retrieved from Leads’ System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency’s jurisdiction investigated by Agency.

2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.

2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency’s official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.

2.6 Agency is responsible for securing Data accessed from Leads’ System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.

2.7 Agency agrees to not search Leads’ System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads’ System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads’ System, Agency will consider factors including but not limited to i)whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads’ System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency’s response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.

2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.

2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads’ System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible
compromise of a user’s password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment ‘A’ which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads’ System with the capabilities specified in Attachment ‘A’.

4. Conditions for use of Leads’ System

4.1 Leads’ System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads’ System and website. Leads’ System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads’ System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads’ System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees not to decompile or otherwise copy or use content on the Leads’ System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads’ System or website.

4.3 Agency represents it has a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads’ System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency’s initial user.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is
provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect until February 29, 2020 (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term by mutual written agreement.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

5.5 Upon termination of this Agreement and the services described herein and 30 days prior to termination by either party for any reason, Agency may request and Leads will provide transaction Data uploaded by Agency personnel to Leads' System during the previous three years. This Data will be saved in a comma delimited file within 30 days of such termination in a secure FTP folder accessible to Agency, and will remain accessible for Agency to retrieve for 30 days. By making such request, Agency authorizes and directs Leads to transfer Data that is unrelated to crimes and accepts full responsibility for any use or misuse of Data.

6. Disclaimer and Indemnification

6.1 EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR
ACCESSSED THROUGH LEADS’ WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS"
WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL,
CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT
LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS
OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS
HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE
FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE
AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials,
officers, employees, agents and authorized volunteers (the “Indemnified Parties”) from
and against all losses, liabilities, judgments, costs, expenses, damages (including
damages to the Leads’ System), attorney’s fees, and other costs, including all costs of
defense, arising from all suits of law or actions of every nature for or on account of the
infringement of any trade secrets, patents, trademarks, copyrights or other proprietary
right of any other party by reason of the use or integration of any proprietary materials,
equipment, devices or processes, originally incorporated, or provided and used, by
Leads in the performance of the services provided under this Agreement.
Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments,
costs, expenses, damages and the like arise due to the misuse of the Data or any other
breach of this Agreement by Agency, Leads’ liability under this paragraph shall be
reduced proportionately by the amount of loss, liability, judgment, cost, expense,
damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this
Agreement that is due to causes beyond its reasonable control, including any act that
would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such
holding will not affect the validity of the other provisions of this Agreement, unless Leads
deems the unenforceable provision to be essential to this Agreement, in which case
Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government
request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay
in enforcing any rights shall not operate or be construed as a waiver of any other or
subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes
all prior agreements and understandings, written or oral, between the parties relating to
the subject matter hereof. This Agreement may not be modified, changed or
discharged, in whole or in part, except by an agreement in writing signed by both
parties. The mere acceptance of any work order, purchase order or other document
containing provisions purported to modify or enlarge the obligations or liabilities of either
party shall not be construed as acceptance of such provisions.
7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Montgomery County, Ohio.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: [Signature]

Print Name: David K. Finley

Title: President & CEO

Date: 3/6/17

Address: 6900 Dallas Parkway, Suite 825

Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

City of Dayton, Ohio

Signature: [Signature]

Print Name: Joseph D. Parlette

Title: City Manager

Date: 3/17/17

Address: 335 West Third Street

Dayton, Ohio 45402

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

March 8, 2017

Min./Bk. I-14 Page ________

Rachelle Lauerder

Clerk of the Commission
RENEWAL OF AGENCY AGREEMENT FOR
LeadsOnline LLC

THIS FIRST RENEWAL FOR AGENCY AGREEMENT ("First Renewal"), dated February 21, 2020, and is between the City of Dayton, Ohio ("City") and LeadsOnline LLC (LeadsOnline).

WITNESSETH THAT:

WHEREAS, on March 8, 2017, the Commission of the City of Dayton approved an "Agency Agreement" ("Agreement"), under which LeadsOnline provides a web site for confidential law enforcement investigations ("Services") on behalf and for the City of Dayton, Department of Police; and

WHEREAS, the initial term of the Agreement expires on February 29, 2020; and

WHEREAS, pursuant to Section 5. Term, Article 5.2 of the Agency Agreement, the Agreement may be renewed, upon mutual agreement for an additional one-year term; and

WHEREAS, the City and LeadsOnline desire to renew for a one-year term and amend said Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and LeadsOnline agree to the first renewal of the Agreement as follows:

1. The parties hereby agree to renew the Agreement, and that the First Renewal of the Agency Agreement shall commence on March 1, 2020 and shall expire on February 28, 2021 ("Term"), unless terminated earlier as provided in Paragraphs 5.2 through 5.5 of the Agreement.

2. Except as modified by this Renewal, the terms of the Agency Agreement and Attachment 'A'; Scope of Work and Annual Subscription Fee shall continue and remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the City and LeadsOnline LLC, each by a duly authorized representative, have executed this First Renewal as of the date first above written.

CITY OF DAYTON

City Manager

LEADSONLINE LLC

Dave Finley, CEO

APPROVED BY:

Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

February 12, 2020

Min./Bk. Pg.

Clerk of Commission
AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated ______, 2017 ("Effective Date") is made between Dayton ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
2.2 Agency is responsible for the accuracy of information submitted by Agency’s Law Enforcement Officials in registration for Law Enforcement Agency’s accounts.

2.3 Agency agrees to not share its access to Leads’ System with other Law Enforcement Agencies and to not share information retrieved from Leads’ System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency’s jurisdiction investigated by Agency.

2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.

2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency’s official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.

2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.

2.7 Agency agrees to not search Leads’ System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads’ System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads’ System, Agency will consider factors including but not limited to i) whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record[s] are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads’ System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency’s response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.

2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted Internet connection.

2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads’ System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible
compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it has a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is
provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect until February 29, 2020 (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term by mutual written agreement.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

5.5 Upon termination of this Agreement and the services described herein and 30 days prior to termination by either party for any reason, Agency may request and Leads will provide transaction Data uploaded by Agency personnel to Leads' System during the previous three years. This Data will be saved in a comma delimited file within 30 days of such termination in a secure FTP folder accessible to Agency, and will remain accessible for Agency to retrieve for 30 days. By making such request, Agency authorizes and directs Leads to transfer Data that is unrelated to crimes and accepts full responsibility for any use or misuse of Data.

6. Disclaimer and Indemnification

6.1 EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR
ACCESS THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

6.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads’ System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Montgomery County, Ohio.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

**LEADS**

LeadsOnline LLC

Signature: [Signature]

Print Name: David K. Finley

Title: President & CEO

Date: 3/6/17

Address: 6900 Dallas Parkway, Suite 825

Plano, Texas 75024

Tax ID: 42-1720332

**AGENCY**

City of Dayton, Ohio

Signature: [Signature]

Print Name: Joseph D. Parlette

Title: City Manager

Date: 3/17/17

Address: 335 West Third Street

Dayton, Ohio 45402

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

March 8, 2017

Min./Bk. I-14 Page 1

Rachelle Lancaster

Clerk of the Commission
## AGENCY AGREEMENT – Attachment ‘A’

### SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

<table>
<thead>
<tr>
<th>LeadsOnline System Capability</th>
<th>PowerPlus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online reporting system for all pawn/secondhand stores</td>
<td>✓</td>
</tr>
<tr>
<td>Unlimited accounts/searches for your personnel working your cases</td>
<td>✓</td>
</tr>
<tr>
<td>Images of property, sellers, vehicles, thumbprints, etc. as reported</td>
<td>✓</td>
</tr>
<tr>
<td>Legacy data import (from existing In-house database)</td>
<td>✓</td>
</tr>
<tr>
<td>Updates, training and support for agency personnel and businesses</td>
<td>✓</td>
</tr>
<tr>
<td>Transaction Monitor – Audit system for reporting compliance</td>
<td>✓</td>
</tr>
<tr>
<td>Reportit citizen property inventory system</td>
<td>✓</td>
</tr>
<tr>
<td>Automated NCIC/stolen property hits</td>
<td>✓</td>
</tr>
<tr>
<td>Message Inbox (alerts and communication to and from businesses)</td>
<td>✓</td>
</tr>
<tr>
<td>Daily Stats (hits and statistics for each investigator)</td>
<td>✓</td>
</tr>
<tr>
<td>Property Hold Management System</td>
<td>✓</td>
</tr>
<tr>
<td>Nationwide search access</td>
<td>✓</td>
</tr>
<tr>
<td>Saved [continuous] searches/Email hit alerts</td>
<td>✓ 300</td>
</tr>
<tr>
<td>eBay First Responder Service</td>
<td>✓</td>
</tr>
<tr>
<td>Persons of Interest Inter-agency suspect information system</td>
<td>✓</td>
</tr>
<tr>
<td>Suspect variations and associations reports</td>
<td>✓</td>
</tr>
<tr>
<td>Submit lists of known suspects (file upload) 2,000 entries</td>
<td>✓</td>
</tr>
<tr>
<td>Submit lists of stolen property (file upload) 2,000 entries</td>
<td>✓</td>
</tr>
<tr>
<td>Online reporting System for scrap metal dealers</td>
<td>✓</td>
</tr>
<tr>
<td>Statement Analyzer</td>
<td>✓</td>
</tr>
<tr>
<td>CompStat mapping System</td>
<td>✓</td>
</tr>
</tbody>
</table>

Total Fixed Annual subscription fee due on March 1, 2017 and on or before each anniversary thereof during the Initial Term $16,878
City Manager’s Report

From 6210 - Police Director

Date February 17, 2021
Expense Type Contract Modification
Total Amount $36,972.84 (thru 2/28/22)

Supplier, Vendor, Company, Individual
LexisNexis Risk Solutions FL, Inc.
Address 1000 Alderman Drive
Alpharetta, GA 30005

Fund Source(s)  Fund Code(s)  Fund Amount(s)
General Fund  10000-6210-1166-71  $36,972.84

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

Description
Accurint Virtual Crime Center Online Subscription Services

The Department of Police (DPD) requests permission to enter into the attached Schedule A, which is a renewal of Agreement for Accurint Virtual Crime Center subscription at the cost of $36,972.84. DPD’s existing agreement with LexisNexis Risk Solutions FL, Inc., will end February 28, 2021. The Schedule A will continue supports for the more extensive law enforcement information functionality via the Accurint subscription service and will enhance criminal investigations, as well as further the homeland security mission.

This Schedule A will renew upon Commission approval or March 1, 2021 and expire on February 28, 2022.

The Department of Law approved this Schedule A as to form and correctness and Commission approved the original Agreement January 23, 2019.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

New Contract  X  Renewal Contract  ____  Change Orders

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>03/01/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>02/28/22</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 36,972.84</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 30,810.70</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 6,162.14</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT19-2245</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
</tr>
</tbody>
</table>

Seq. 1

| Amount: $ 30,810.70 |

| Fund Code | XXXX - XXXX - XXXX - XXXX - XXXX |
|防水 | Fund Org Acct Prog Act Loc |

Seq. 2

| Amount: |

| Fund Code | XXXX - XXXX - XXXX - XXXX - XXXX |
|防水 | Fund Org Acct Prog Act Loc |

Required Documentation

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

Attach additional pages for more FOAPALs

Vendor Name: LexisNexis Risk Solutions FL Inc.
Vendor Address: 1000 Alderman Dr. Alpharetta GA 30005
Federal ID: 41-1815880
Commodity Code: 92002
Purpose: This vendor provides services which allow Law Enforcement to utilize online subscription services for criminal investigations. This is an ongoing subscription service from Lexis Nexis specifically for Law Enforcement. This will utilize funding beginning March 2021 through February 28, 2022.

Contact Person: Lt. A. Gillig/M. Beaty-x1099 Tech Unit/Chief's Office 11/30/2020

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 2/5/2021

CF Prepared by 2/5/21

CT21-2245 2/3/21

Finance Department
This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement between Customer and LN or LN’s affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FDRA services and are not “consumer reports” within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as “consumer reports”.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning March 1, 2021 and ending February 28, 2022 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES
2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN $36,972.84 ("AVCC Annual Subscription Fee"), to be invoiced in twelve (12) equal monthly installments of $3,081.07 per month, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.3) and Accurint for Law Enforcement Mobile.

2.2 Accurint for Law Enforcement Plus Premium Features: Email, Real Time Phones, Real Time MVR and Virtual Identity Search & Report.

2.3 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.2.

2.4 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule. Excluded Features will be disabled when Customer’s account is set up. Please contact your account manager at any point to have Excluded Features enabled.

Advanced Sexual Offender Search
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
Identity Authenticate
Identity Verification
Law Enforcement Location Report
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches

Page 1 of 16

Confidential

Customized Schedule A
Accurint Virtual Crime Center

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.
LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.5 Fee Increases: If, at the end of the Term, Customer signs a new Schedule A for the LN Services herein, all fees will be increased no more than 3.00%.

2.6 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above. Under the terms set forth herein, LN agrees that Customer will not be invoiced an amount greater than $3,081.07 each month. In the event Customer enables any Excluded Features, LN reserves the right to negotiate the fees due hereunder.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before February 21, 2021.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.
AGREED TO AND ACCEPTED BY: City of Dayton Ohio

Signed: _______________________________________

Name: Shelley Dickstein

Title: City Manager

Date: _______________________________________

APPROVED:

Signed: _______________________________________

Title: Chief of Police

AGREED AS TO FORM AND CORRECTNESS:

Signed: _______________________________________

City Attorney

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

_________________________________________, 2020

Min./Bk. _______ Pg. _______

Clerk of Commission
(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

<table>
<thead>
<tr>
<th>ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accurint Mapping (Charged per layer)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advanced Motor Vehicle Search</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advanced Person Alerts Update</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advanced Person Search</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advanced Sexual Offender Search</td>
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**Reports**

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Accurint for Law Enforcement
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

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<td>Liens &amp; Judgments Report</td>
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<td>Marriages / Divorces Search</td>
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<td>MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)</td>
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** Coverage and state fees are available in the product and are subject to change

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<td>National Motor Vehicle Accident Search &amp; Report (not discountable)</td>
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<td>National UCC Filings (Report Included)</td>
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<td>NCPDP (National Council for Prescription Drug Programs) Report</td>
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<td>Service Description</td>
<td>Price</td>
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<td>----------------------------------------------------------------------------------</td>
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<td>Property Assessment Report</td>
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<td>Property Deed Report (excluding Deed Image)</td>
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<td>Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)</td>
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<td>Property Report (Property Assessments, Deeds &amp; Mortgages, excluding Deed Image)</td>
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<td>Provider Search</td>
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<td>Provider Report Card (charged per search)</td>
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<td>Provider Sanction Search (charged per search)</td>
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<td>Provider Sanction Report</td>
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<td>Real Time Person Search (charged per search)</td>
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<td>Real Time Phone Search</td>
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<td>Relatives (&quot;Next Steps&quot;)</td>
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<td>Relatives, Neighbors &amp; Associates (&quot;Next Steps&quot;)</td>
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<tr>
<td>Relavint Visual Link Analysis (Per Diagram)</td>
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<td>Satellite Image Search</td>
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<td>Virtual Identity Search &amp; Report</td>
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<tr>
<td>Voter Registrations</td>
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<td>Watercraft</td>
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<tr>
<td>Workplace Report</td>
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<tr>
<td>Workplace Locator (not discountable)</td>
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**Reports**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>Asset Report: Property Deeds &amp; Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.</td>
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<tr>
<td>Business Link Report</td>
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<tr>
<td>Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).</td>
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<tr>
<td>Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.</td>
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<tr>
<td>Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.</td>
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<tr>
<td>Additional Report Options</td>
<td>$0.00</td>
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<tr>
<td>---------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>-Bankruptcy</td>
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<tr>
<td>-Businesses At Address</td>
<td>$0.00</td>
</tr>
<tr>
<td>-Concealed Weapons Permit Search</td>
<td>$0.00</td>
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<tr>
<td>-Criminal Records Search</td>
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<tr>
<td>-Criminal Records Report</td>
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<tr>
<td>-Driver Licenses At Address</td>
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<tr>
<td>-Hunting/Fishing License Search</td>
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<tr>
<td>-Liens And Judgments</td>
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<tr>
<td>-Motor Vehicles Registered At Address</td>
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</tr>
<tr>
<td>-Neighborhood Profile (2010 Census)</td>
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<tr>
<td>-Neighbors At Address</td>
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<td>-Property Ownership Current / Previous</td>
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<tr>
<td>-Sexual Offenders Search (Report Included)</td>
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<tr>
<td>Additional Report Options</td>
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<tr>
<td>-Business Registrations</td>
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<tr>
<td>-Corporation Filings</td>
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<tr>
<td>-Dun &amp; Bradstreet Records (not discountable)</td>
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<tr>
<td>-FAA Aircraft</td>
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<tr>
<td>-IRS 5500</td>
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<tr>
<td>-Liens and Judgments</td>
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<tr>
<td>-Motor Vehicles</td>
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<tr>
<td>-Properties</td>
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<td>-UCC Filings</td>
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<td>-Watercraft</td>
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<td>-Criminal Records</td>
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<td>-Relatives (Up to 3 Degrees of Separation)</td>
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<td>-Business Phone Matches</td>
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<td>-Dun &amp; Bradstreet Records (not discountable)</td>
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<td>Service Description</td>
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<td>Medical Licenses (charged per search)</td>
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<td>Possible Criminal Records (charged per search)</td>
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<td>Sanctions (Disciplinary) (charged per search)</td>
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<td>Sexual Offenses (charged per search)</td>
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<td>Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-</td>
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<tr>
<td>Residents, Phones Plus &amp; Relatives; Add-Ons Possible Relocation, Neighbors &amp;</td>
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<tr>
<td>People At Work (Single)</td>
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<tr>
<td>Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-</td>
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<tr>
<td>Residents, Phones Plus &amp; Relatives; Add-Ons Possible Relocation, Neighbors &amp;</td>
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<tr>
<td>People At Work (Multiple)</td>
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<td>Waterfall Phone with Address (multiple)</td>
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<td>Address and/or Phone Confirmation (per input) (single)</td>
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<td>Real Time Phone Search</td>
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<td>Real Time Motor Vehicle Registrations</td>
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<td>Property - Add Up To Five Properties Owned By The Subject</td>
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<td>Consumer InstantID</td>
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<td>Consumer InstantID With Fraud Defender</td>
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<td>Consumer InstantID With Red Flags Rule</td>
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<td>Business InstantID</td>
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<td>Business InstantID With Fraud Defender</td>
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<tr>
<td>Multiple = 2 Or More Phones/Addresses Returned</td>
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### PRICE SCHEDULE

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<td>Advanced Person Search</td>
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<td>Identity Authenticate (charged per search)</td>
<td>$1.25</td>
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<tr>
<td>Identity Verification (charged per search)</td>
<td>$0.60</td>
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<tr>
<td>Motor Vehicles Search</td>
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<tr>
<td>Motor Vehicles Report</td>
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</tr>
<tr>
<td>Phones Plus</td>
<td>$0.00</td>
</tr>
<tr>
<td>Property Search (Property Assessments, Deeds &amp; Mortgages)</td>
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</tr>
<tr>
<td>Property Report (Property Assessments, Deeds &amp; Mortgages, excluding Deed Image)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Real Time Phone Search</td>
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**Reports**


| Additional Report Options:                                    | --      |
| -Bankruptcy                                                  | $0.00   |
| -Businesses At Address                                       | $0.00   |
| -Concealed Weapons Permit Search                             | $0.00   |
| -Criminal Records Search                                     | $0.00   |
| -Criminal Records Report                                     | $0.00   |
| -Driver Licenses At Address                                  | $0.00   |
| -Hunting/Fishing License Search                              | $0.00   |
| -Liens And Judgments                                         | $0.00   |
| -Motor Vehicles Registered At Address                        | $0.00   |
| -Neighborhood Profile (2010 Census)                         | $0.00   |
| -Neighbors At Address                                        | $0.00   |
| -Property Ownership Current / Previous                       | $0.00   |
| -Sexual Offenders Search (Report Included)                   | $0.00   |

Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)

<p>| Additional Report Options:                                    | --      |
| -Associated Businesses                                       | $0.00   |
| -Associated People                                           | $0.00   |</p>
<table>
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LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the "Master Terms") are entered into as of ______________ (the "Effective Date"), by and between LexisNexis Risk Solutions FL Inc. ("LNRSFL"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and City of Dayton, Ohio ("Customer"), with its principal place of business located at 101 W. Third St., Dayton, OH 45401, each individually referred to as the "Party" and collectively as the "Parties." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as "LN").

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "LN Services"); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Scope of Services/Customer Credentialing. Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "Schedule A"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. Restricted License. LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as
defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “DPPA”), and is regulated by the DPPA (“DPPA Data”). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports,” as that term is defined in the FCRA (the “Non-FCRA LN Services”). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or any other purpose in connection with a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual’s eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual’s identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revolve consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer’s eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer’s debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any “adverse action,” as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as a FCRA product, Customer will execute a FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver’s License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver’s license numbers (collectively, “QA Data”). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN’s prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, ftp) is used; 2) transfer is not to any third-party; and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/termssupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: http://www.lexisnexis.com/terms/general.aspx (the “L&P Terms”). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records (“MVR Data”) from LN, without in
any way limiting Customer’s obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

(a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.

(b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.

(c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer’s use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) Economic Sanctions Laws. Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC’s list of Specially Designated Nationals (“SDN List”), the UK’s HM Treasury’s Consolidated List of Sanctions Targets, or the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Software. To the extent that Customer is using software provided by LN (“Software”), whether hosted by LN or installed on Customer’s equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. SECURITY. Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer’s obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, “User IDs”) confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer’s legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing “secure socket layer,” or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost,
stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. PERFORMANCE. LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "AS IS". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. PRICING SCHEDULES. Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such Schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN and/or its第三 party data providers shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. 'Trade Secret' shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under
applicable law. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. PAYMENT OF FEES. Customer shall pay LN the fees described on the applicable Schedule A, unless disputed. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date, unless disputed. Any balance owed and not timely paid will accrue interest at the rate of four percent (4%) per annum. Any fees invoiced to Customer that are the subject of a good faith dispute shall not be due or payable until the dispute is resolved and will not be subject to any interest herein unless it is determined such fees were invoiced correctly.

8. APPROPRIATION OF FUNDS. If sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. TERM OF AGREEMENT. These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. TERMINATION. Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. GOVERNING LAW. In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. ASSIGNMENT. Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. DISCLAIMER OF WARRANTIES. LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. LIMITATION OF LIABILITY. Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person
claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN. Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

15. INDEMNIFICATION. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer’s misuse of the LN Services; (2) Customer’s failure to use any corrections made available by LN; (3) Customer’s use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer’s sole and exclusive remedies and LN’s entire liability with respect to infringement claims or actions.

16. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN’s use and ownership of Customer’s search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. AUDIT. Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN’s obligations under its contracts with its data providers, and LN’s internal policies, LN may conduct periodic reviews and/or audits of Customer’s use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to LN Services on Customer’s obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. TAXES. The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer’s account.

20. CUSTOMER INFORMATION. Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act (“FDCPA”) (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall notify LN immediately of any changes to the information on Customer’s Application for the LN Services, and, if at any time Customer no longer meets LN’s criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.
21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN’s relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer’s use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the “LN Data Privacy Principles” ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer’s own comparable privacy principles, policies, or practices. The Principles are available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer’s use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity’s performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer’s wholly owned subsidiaries ("Subsidiaries"), in LN’s sole discretion, subject to the Subsidiaries’ completion of LN’s credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS.** If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to all LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.
AUTHORIZATION AND ACCEPTANCE OF TERMS

The undersigned certify that they are executing these Master Terms as the authorized representative of Customer and Lexis Nexis, respectively, and have the authority to bind each and have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:
Signature
Print Name
Title
Dated 1/25/19 (mm/dd/yy)

LN:
Signature
Print Name
Title
Dated 1/16/19 (mm/dd/yy)

APPROVED AS TO FORM AND CORRECTNESS
CITY ATTORNEY

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

January 23 2019 Min. Book 15 Page 1
Clerk of the Commission
Accurint Virtual Crime Center Addendum

This Accurint Virtual Crime Center Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology.

2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting (the "Customer Data Contribution").

3. LN’s obligations.
   a. LN agrees to provide PSDEX information to Customer.
   b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.

   a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
   b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
   c. Customer’s disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
   d. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
   e. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer.

Name: Lt. Paul Saunders
Title: Technical Unit Supervisor
Address: Dayton Police Dept.
         335 West Third St.
Phone: 937-333-1003
Fax: 
Email: paul.saunders@daytonohio.gov

f. Customer agrees that it will access information contributed to PSDEX by other customers only through LN.

g. Customer agrees that LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. LICENSE GRANT. Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and
distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by LN.

2. **GOOGLE GEOCODER.** LN used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.

3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies.

4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by LN and remain accessible by the general public and/or other PSDEX customers in accordance with the provisions of this Addendum.

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**AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

**Required:** Customer ORI number (Originating Agency Identifier): OH0570200

**CUSTOMER:** City of Dayton and Dept. of Police

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Shelley Dickstein</td>
<td>City Manager</td>
<td>1/25/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Richard S. Biehl</td>
<td>Chief of Police</td>
<td>1/23/19</td>
</tr>
</tbody>
</table>

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of LexisNexis Risk Solutions FL Inc.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print</th>
<th>Title</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Print]</td>
<td>[Title]</td>
<td>1/15/19</td>
</tr>
</tbody>
</table>

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APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

January 23, 2019 Min. Book 1 Page 19

Rachelle Younger
CLERK OF THE COMMISSION

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APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

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ADDIM, Accurint Virtual Crime Center (Q4.16.v1) Confidential Page 2 of 2
LexisNexis Risk Solutions

SCHEDULE A
Accurint Virtual Crime Center
Online (Subscription)

Customer Name: City of Dayton Ohio
Billgroup #: ACC-1410434
LN Account Manager: Randall Smith

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning March 1, 2020 and ending February 28, 2021 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES
2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN $35,895.96 ("AVCC Annual Subscription Fee"), to be invoiced in twelve (12) equal monthly installments of $2,991.33 per month, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint Crime Analysis, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.3) and Accurint for Law Enforcement Mobile.

2.2 Accurint for Law Enforcement Plus Premium Features: Email, Real Time Phones, Real Time MVR and Virtual Identity Search & Report.

2.3 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.2.

2.4 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule. Excluded Features will be disabled when Customer's account is set up. Please contact your account manager at any point to have Excluded Features enabled.

| Advanced Sexual Offender Search |
| Bankruptcy Docket Sheet          |
| Bankruptcy Documents             |
| Canadian Phones                  |
| Comprehensive Healthcare Business and Provider Report |
| Court Search Wizard              |
| Dun & Bradstreet Global Market Identifiers |
| DE Corporation Search and Report |
| FCRA Credit Reports              |
| Flat Rate Comprehensive Healthcare Business and Provider Report |
| Identity Authenticate            |
| Identity Verification            |
| Law Enforcement Location Report  |
| MVR Reports (Driving Records)    |
| National Motor Vehicle Accident Search and Report |

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.
LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.5 Fee Increases: At the end of each Year, all fees herein will be increased no more than 3.00%.
2.6 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above. Under the terms set forth herein, LN agrees that Customer will not be invoiced an amount greater than $2,991.33 each month. In the event Customer enables any Excluded Features, LN reserves the right to negotiate the fees due hereunder.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before February 29, 2020.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.
AGREED TO AND ACCEPTED BY: City of Dayton Ohio

Signed: [Signature]

Name: Shelley Dickstein
Title: City Manager
Date: 2/24/2020

APPROVED:

Signed: [Signature]
Title: Chief of Police

AGREED AS TO FORM AND CORRECTNESS:

Signed: [Signature]
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:
February 12, 2020
Min./Bk. Pg.

Clerk of Commission
Accurint for Law Enforcement Plus
(Updated January 16, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

<table>
<thead>
<tr>
<th>ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES</th>
<th>PRICE</th>
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<tbody>
<tr>
<td>Accurint Mapping (Charged per layer)</td>
<td>$0.00</td>
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<td>Advanced Motor Vehicle Search</td>
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<td>Advanced Person Alerts Update</td>
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<td>Advanced Person Search</td>
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<td>Advanced Sexual Offender Search</td>
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<td>Automated Valuation Model (AVM) Report</td>
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<td>Bankruptcies, Liens &amp; Judgments Search</td>
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<td>Bankruptcy Search</td>
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<td>Bankruptcy Report</td>
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<td>Boolean Search</td>
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<td>Business Search</td>
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<tr>
<td>Businesses In The News (not discountable)</td>
<td>$5.00</td>
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<tr>
<td>Civil Courts Search (Report Included)</td>
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<td>CLIA Report</td>
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<td>Corporation Filings (Report Included Except In Delaware)</td>
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<td>Criminal Records</td>
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<td>Criminal Records Report</td>
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<td>DEA Controlled Substances License Search</td>
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<td>Death Records</td>
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<td>Email Search</td>
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<td>FAA Aircraft (Report Included)</td>
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<td>FAA Certifications (Report Included)</td>
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<td>Federal Civil Court Records Search</td>
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<td>Federal Employer ID Numbers (FEIN)</td>
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<td>Foreclosures Search (Report Included)</td>
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<td>Hunting/Fishing Licenses</td>
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<td>Identity Authenticate (charged per search)</td>
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<td>Identity Verification (charged per search)</td>
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<td>Liens &amp; Judgments</td>
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<td>Marriages / Divorces Search</td>
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<td>Service</td>
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<td>Motor Vehicles Report</td>
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<td>National Motor Vehicle Accident Search &amp; Report (not discountable)</td>
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<td>National UCC Filings (Report Included)</td>
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<td>NCPDP (National Council for Prescription Drug Programs) Search</td>
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<td>Passport Validation</td>
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<td>People At Work Search</td>
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<td>Property Assessment Search</td>
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<td>Provider Search</td>
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<td>Provider Report</td>
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<td>Provider Sanction Search (charged per search)</td>
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<td>Real Time Phone Search</td>
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<td>Relavint Plus Link Analysis (per diagram)</td>
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<td>Reverse Lookup</td>
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<td>Sexual Offenders (Report Included)</td>
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<td><strong>Reports</strong></td>
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<td>Business Link Report</td>
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<td>Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy,</td>
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<tr>
<td>Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License</td>
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<tr>
<td>Service Description</td>
<td>Fee</td>
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<tr>
<td>------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms &amp; Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search &amp; Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).</td>
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Confidential

Customized Schedule A

Accurint Virtual Crime Center

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.
<table>
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### Online Batch

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(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

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Confidential

Customized Schedule A
Accurint Virtual Crime Center

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**Reports**

- **Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.** $0.00
- **Business Link Report** $0.00
- **Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).** $0.00
- **Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.** $0.00
- **Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.** $0.00
- **Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)** $0.00
- **Additional Report Options:** --
- Bankruptcy                                   $0.00
- Businesses At Address                      $0.00
- Concealed Weapons Permit Search            $0.00
- Criminal Records Search                    $0.00
- Criminal Records Report                    $0.00
- Driver Licenses At Address                 $0.00
- Hunting/Fishing License Search             $0.00
- Liens And Judgments                        $0.00
- Motor Vehicles Registered At Address       $0.00
- Neighborhood Profile (2010 Census)         $0.00
- Neighbors At Address                       $0.00
- Property Ownership Current / Previous      $0.00
- Sexual Offenders Search (Report Included)  $0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information) $0.00
Additional Report Options:                  --
- Associated Businesses                      $0.00
- Associated People                          $0.00
- Bankruptcy                                 $0.00
- Business Registrations                     $0.00
- Corporation Filings                       $0.00
- Dun & Bradstreet Records (not discountable) $3.75
- FAA Aircraft                               $0.00
- Internet Domain Names                      $0.00
- IRS 5500                                   $0.00
- Liens and Judgments                        $0.00
- Motor Vehicles                            $0.00
- Properties                                 $0.00
- UCC Filings                                $0.00
- Watercraft                                 $0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary) $0.00
Additional Report Options:                  --
- Associates                                 $0.00
- Bankruptcy                                 $0.00
- Criminal Records                           $0.00
- DEA Controlled Substances License Search   $0.00
- Driver Licenses Information                $0.00
- Email Search                               $0.40
- Federal Firearms & Explosives License Search $0.00
- Liens And Judgments                        $0.00
- Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included) $0.00
- National Motor Vehicle Accident Search & Report $0.00
- Neighborhood Profile (2010 Census)         $0.00
- Neighbors (Up To 6 Neighbors At 10 Different Addresses) $0.00
- People At Work                             $0.00
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<td>-Professional Licenses (Report Included)</td>
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<td>-Properties</td>
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<td>-Relatives (Up to 3 Degrees of Separation)</td>
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<td>-Dun &amp; Bradstreet Records (not discountable)</td>
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<td>-Motor Vehicles</td>
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<td>-Properties</td>
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<td>Service Description</td>
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<td>Liens And Judgments (charged per search)</td>
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<td>Sanctions (Disciplinary) (charged per search)</td>
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**Online Batch**

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<td>Advanced Person Search</td>
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<td>Deceased Person</td>
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<td>Address (Multiple)</td>
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<td>Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-</td>
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<td>Residents, Phones Plus &amp; Relatives; Add-Ons Possible Relocation, Neighbors &amp;</td>
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<td>People At Work (Single)</td>
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<td>People At Work (Multiple)</td>
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<td>Waterfall Phone with Address (single)</td>
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<tr>
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<td>Real Time Phone Search</td>
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<td>Real Time Motor Vehicle Registrations</td>
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<td>Property - Add Up To Five Properties Owned By The Subject</td>
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<td>Consumer InstantID</td>
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<td>Consumer InstantID With Fraud Defender</td>
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(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered “Standard Features” and are included in Subscription plan.)

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<td>Identity Verification (charged per search)</td>
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<tr>
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<tr>
<td>Motor Vehicles Report</td>
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<td>Phones Plus</td>
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<tr>
<td>Property Search (Property Assessments, Deeds &amp; Mortgages)</td>
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<td>Real Time Phone Search</td>
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**Reports**


Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address) $0.00

Additional Report Options:

- Bankruptcy $0.00
- Businesses At Address $0.00
- Concealed Weapons Permit Search $0.00
- Criminal Records Search $0.00
- Criminal Records Report $0.00
- Driver Licenses At Address $0.00
- Hunting/Fishing License Search $0.00
- Liens And Judgments $0.00
- Motor Vehicles Registered At Address $0.00
- Neighborhood Profile (2010 Census) $0.00
- Neighbors At Address $0.00
- Property Ownership Current / Previous $0.00
- Sexual Offenders Search (Report Included) $0.00

Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information) $0.00

Additional Report Options:

- Associated Businesses $0.00
- Associated People $0.00
<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
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<tr>
<td>Bankruptcy</td>
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<tr>
<td>Business Registrations</td>
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<td>Corporation Filings</td>
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<td>Dun &amp; Bradstreet Records (not discountable)</td>
<td>$3.75</td>
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<tr>
<td>FAA Aircraft</td>
<td>$0.00</td>
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<tr>
<td>Internet Domain Names</td>
<td>$0.00</td>
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<td>IRS 5500</td>
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<td>Liens and Judgments</td>
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<tr>
<td>Motor Vehicles</td>
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<td>Properties</td>
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<td>UCC Filings</td>
<td>$0.00</td>
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<tr>
<td>Watercraft</td>
<td>$0.00</td>
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</tbody>
</table>
From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name The Railroad Associate Corporation
Address 4444 Carlisle Pike, Suite A
Camp Hill, Pennsylvania 17011

Date February 17, 2021
Expense Type Service Agreement
Total Amount $19,940.00 thru 12-31-2021

Fund Source(s) | Fund Code(s) | Fund Amount(s)
Northwest Rail Line | 41416-2600-1159-41 | $19,940.00

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

Description

Professional Services Agreement

The Department of Economic Development requests approval to enter into a Professional Services Agreement with The Railroad Associates Corporation (TRAC). The consultant will provide inspection and reporting services in connection with the City's publically-owned railroad lead track, in order to ensure compliance with Federal Railroad Administration (FRA) regulations. The 4-mile track is located in northwest Dayton.

The Agreement is based on a 2020 Request for Proposals (RFP) that solicited the work from qualified railroad engineering firms. There were two bidders and TRAC’s proposal was selected as the apparent low bid.

TRAC has qualified staff in Ohio that will conduct the work, but they recently ended the lease on their Ohio office due to their employees working remotely during the pandemic. Therefore, the Agreement refers to their corporate office in Pennsylvania for billing purposes.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 8/2016
February 4, 2021

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

    LaShea Lofton, Acting Director
    Finance Department

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


Attached please find a Certificate of Funds and a Professional Services Agreement with The Railroad Associates Corporation (TRAC) for review and approval by the Dayton City Commission. The Agreement will provide for necessary inspection and reporting services related to the City’s Northwest Lead Track railroad. As such, the Department of Economic Development is recommending approval of the Agreement at this time.

If you have any questions, please contact me at extension 3621 or contact Keith Klein of our staff by email.

FPW/kek
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

|x| New Contract | Renewal Contract | Change Order |

<table>
<thead>
<tr>
<th>Contract Start Date</th>
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<td>Expiration Date</td>
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<td>Initial Encumbrance</td>
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<tr>
<td>Remaining Commission Approval</td>
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Required Documentation
- Initial City Manager's Report
- Initial Certificate of Funds
- Initial Agreement/Contract
- Copy of City Manager's Report
- Copy of Original Certificate of Funds

| Amount: $ 19,940.00 |

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>41416 - 2600 - 1159 - 41 - XXXX - XXXX</th>
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| Amount: |

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<th>XXXX - XXXX - XXXX - XX - XXXX - XXXX</th>
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<tbody>
<tr>
<td>Fund</td>
<td>Org Acct Prog Act Loc</td>
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</table>

Attach additional pages for more FOAPALS

Vendor Name: The Railroad Associates Corporation
Vendor Address: 4444 Carlisle Pike, Suite A, Camp Hill, PA 17011
Federal ID: 25-1871925
Commodity Code: 96100
Purpose: Railroad engineering consulting.

Contact Person: Jill Bramini

<table>
<thead>
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<th>Economic Development</th>
<th>2/3/2021</th>
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<tbody>
<tr>
<td>Department/Division</td>
<td>Date</td>
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</table>

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 2/9/2021

CF Prepared by: [Signature]
Date: 2/8/2021
CF/CT Number: 2721-925

October 18, 2011
Finance Department
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Dayton, Ohio (“City”), a municipal corporation in and of the State of Ohio, and The Railroad Associates Corporation, a Pennsylvania corporation with offices for the transaction of business at 4444 Carlisle Pike, Suite A, Camp Hill, Pennsylvania 17011 (“Consultant”).

WITNESSETH:

WHEREAS, On May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision (“CitiPlan 20/20”), of which land redevelopment, reuse, and revitalization are key components; and,

WHEREAS, The City requires certain professional services related to the continued use and operation of the City’s publically-owned railroad track in support of business growth in Dayton; and,

WHEREAS, The Department of Economic Development has selected the Consultant as the best qualified to provide the services through a competitive Request for Proposal (“RFP”) process; and,

WHEREAS, The Consultant is willing to perform the professional services and represents that its staff is fully qualified and available to perform the services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the City and the Consultant agree as follows:

ARTICLE 1. SERVICES TO BE PERFORMED BY THE CONSULTANT
The Consultant will undertake and provide the City with railroad engineering consulting as detailed in the scope of work attached as Exhibit A (“Services”). Such Services shall include, but are not limited to project management, field inspections, data analysis, and report writing as further described in the scope of work.

Because time is of the essence in performance of the Services herein, the Consultant shall begin work as soon as possible upon written notice by the City. All Services performed by the Consultant will comply with applicable Federal Railroad Administration (“FRA”) standards and all other applicable federal, state, and local laws, regulations, and policies.

ARTICLE 2. TERM AND TERMINATION
This Agreement is effective upon execution by the City and will expire December 31, 2021, unless extended or terminated by mutual agreement of the parties.

In the event of substantial failure by the Consultant in performance of this Agreement, or for the City’s convenience, the City may terminate this Agreement upon providing written notice to the Consultant. If substantial failure is the basis for termination, then the Consultant will have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the City. If a plan for cure is not accepted, then this Agreement will terminate immediately and the City shall pay the Consultant for those Services accepted by the City. If termination is for the City’s convenience, the City shall pay the Consultant for all accepted Services performed prior to termination. In either event, the Consultant shall terminate the Services according to a schedule acceptable to the City.
ARTICLE 3. COMPENSATION

Total remuneration in this Agreement shall not exceed Nineteen Thousand Nine Hundred Forty Dollars and Zero Cents ($19,940.00) for the Services provided. The City shall pay the Consultant according to the cost schedule in Exhibit A, which is incorporated herein by reference. No subcontractor markup will be permitted, if such Services are needed.

The Consultant will submit, not more frequently than monthly, invoices for payment of the Services provided. The invoices shall specify the invoice period, state the total amount requested, detail the work and Services performed and hours dedicated to performance of same, and be accompanied by supporting information and records that substantiate the invoice amount. The City shall pay the invoices within thirty (30) days from receipt thereof, unless disputed.

ARTICLE 4. PROFESSIONAL QUALIFICATIONS, SERVICES AND STANDARDS

The Consultant represents that it is qualified and permitted by law to perform the Services required hereunder and that it has, and will maintain, adequate facilities and sufficient personnel to perform the Services. The Consultant represents and warrants that all personnel engaged in the performance of the Services to be provided are qualified and permitted to do the work assigned.

The Services to be performed under this Agreement, including reports, surveys, drawings and professional renderings, shall be in compliance with all applicable federal, state, and local laws, regulations or orders, and agency association standards or other standards governing the performance of the professional Services to be provided hereunder. The Consultant and its employees, agents, and/or contractors performing the Services under this Agreement shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under like or similar circumstances.

All memorandums shall be submitted to the City in draft form. The City reserves the right to request changes and/or modifications to the draft memorandums before accepting any final memorandums.

All work is to be completed in accordance with applicable local, state, or federal regulations. All “field” personnel must comply with OSHA Health and Safety Training requirements per 29 CFR 1910.120, if applicable. A Health and Safety Plan shall be completed before commencing work, if applicable.

ARTICLE 5. LIABILITY AND INDEMNIFICATION

The Consultant shall indemnify, and hold harmless the City, and its elected officials, employees, and agents from and against all judgments, losses, damages, and expenses for bodily injury, death, and physical damage to real or tangible personal property, to the extent such judgments, losses, damages, or expenses are caused by the Consultant’s acts, errors, or omissions arising out of its performance herein.

The parties hereto specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City will not, under any circumstances, be liable or responsible for any acts, errors, or omissions of the Consultant, nor will the City, under any circumstances as a result of meetings and consultations and decisions resulting therefrom, be liable or responsible for any damages or additional costs incurred by the failure of the Consultant to perform its duties as set forth in this Agreement; nor will the City, by participating in meetings and consultations with the Consultant and the decisions resulting therefrom be, in any degree or to any extent, liable for technical decisions of any kind or nature, or be liable for decisions relative to design, environmental remediation, assessments, or specifications, such responsibility remains that of the Consultant.

Regardless of completion of the Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article will survive.
ARTICLE 6. INSURANCE

During the performance of the Services under this Agreement, the Consultant shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best, no less than the following insurance:

1. Commercial general liability insurance, with a combined single limit of One Million Dollars and Zero Cents ($1,000,000.00) per occurrence and One Million Dollars and Zero Cents ($1,000,000.00) aggregate.

2. Automobile liability insurance, with a combined single limit of One Million Dollars and Zero Cents ($1,000,000.00) per person and One Million Dollars and Zero Cents ($1,000,000.00) per accident.

3. Workers’ compensation Insurance in such amount as required by law, and employers’ liability insurance, with a limit of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) per occurrence.

4. Professional liability insurance with a limit of One Million Dollars and Zero Cents ($1,000,000.00) per claim and Two Million Dollars and Zero Cents ($2,000,000.00) aggregate.

The Consultant shall name the City, and its elected officials, officers, employees, and agents, as an additional insured on all insurance policies furnished and maintained pursuant to items (1) and (2) above. The Consultant shall provide the City with a certificate of insurance before commencing work. The Consultant must maintain the policies in good standing for the duration of this Agreement. The Consultant shall provide the City certificates of insurance that include a provision that such insurance will not be canceled without at least thirty (30) days written notice to the City, demonstrating compliance with this Article. The City’s examination of, or failure to request or demand, any evidence of insurance hereunder, will not constitute a waiver of any requirement of this Article, and the existence of any insurance will not limit the Consultant’s obligations under provisions hereof.

All contractors and subcontractors are required to include the City and the Consultant as additional insureds on their commercial liability insurance policies, and are required to defend, indemnify, and hold harmless the City and the Consultant from the contractor’s negligence.

ARTICLE 7. OWNERSHIP OF WORK PRODUCT

All documents, including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer or machine-readable data (including ground water modeling information) and all copies or reproductions thereof, or other information received or generated in the performance of this Agreement will be considered work made for hire and the sole and exclusive property of the City. The Consultant shall not use the documents now or in the future for any purpose without the prior written permission of an authorized City employee.

The Consultant shall deliver the documents to the City and shall maintain the documents as strictly confidential. The Consultant shall not disclose the documents to others, including individuals, corporations, or government agencies, either before or after the termination of this Agreement, except as expressly authorized in writing by the City or compelled by law.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 9. INDEPENDENT CONTRACTOR

By executing this Agreement for professional Services, Consultant acknowledges and agrees that it will be providing Services to the City as an “independent contractor.” As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any approved subcontractor performing the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City. Further, Consultant shall be responsible to withhold and pay, or cause such agents and subcontractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

ARTICLE 10. MISCELLANEOUS CONDITIONS AND OBLIGATIONS

All work that does not conform to all applicable local, state, or federal regulations will not be accepted. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to final acceptance of the work, shall be corrected or removed immediately and completed or replaced in an acceptable manner at the Consultant’s expense. If contractors are involved in any part of the Services provided hereunder, a representative of the Consultant must be onsite to ensure compliance with the provisions in this Agreement. The Consultant is also responsible for any work completed that is not authorized in writing by the City.

The Consultant shall apply for and obtain all necessary permits and manifests, and file any other necessary paperwork. If applicable, the Consultant will be required to field locate all existing utilities prior to the start of work. The Consultant will contact the Ohio Utilities Protection Service (“OUPS”) at least seventy-two (72) hours (3 work days) prior to the start of work. The Consultant shall notify all other entities that might have underground utilities in the area and are non-members of OUPS.

ARTICLE 11. SITE RESPONSIBILITY

The City hereby provides a temporary Right-of-Entry for the Site to the Consultant and their subcontractor(s) for the purpose of the Services. The presence of the Consultant’s representative will not relieve any such contractor, other professional, or consultant of its responsibility to perform its work and Services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the Services.

ARTICLE 12. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
ARTICLE 13. GENERAL PROVISIONS

A. Conflict of Interest. Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the Services.

B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.

F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the this Agreement or any activities to be completed by Consultant.

G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

   Consultant:       Tim Licata
                    The Railroad Associates Corporation
                    4444 Carlisle Pike, Suite A
                    Camp Hill, Pennsylvania 17011

   The City:        Department of Economic Development
                    City of Dayton, Ohio
                    101 W. Third St.
                    Dayton, Ohio 45402

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.
ARTICLE 14. POLITICAL CONTRIBUTIONS
Consultant affirms and certifies that it complies with Ohio Revised Code 3517.13 limiting political contributions.

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

WITNESSED BY:

THE RAILROAD ASSOCIATES CORPORATION

By: __________________________

Its: __________________________

CITY OF DAYTON, OHIO

City Manager

Date: __________________________

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

______________________________, 2021

Min. / Bk. _______ Pg. _______

Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

1/25/2021

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia
Exhibit A
April 9, 2020

Mr. Keith Klein
Dept. of Economic Development
City of Dayton
101 W. Third St.
Dayton, OH 45402

RE: Short Term Railroad Consulting Services

Dear Mr. Klein:

Pursuant to your request, please find below our proposal to provide railroad track inspection and reporting. The tracks will be inspected to the standards listed below.

49 CFR Part 213 – Class II Standard
49 CFR Part 237 – Bridge Safety Standards

TRACK INSPECTION
- Inspect all tracks, turnout and derail for material defects.
- Measure gauge through all track and turnouts.
- Note vertical, horizontal and cross-level deviations beyond acceptable tolerances.
- Note vertical and horizontal mismatches at joint locations.
- Note loose, missing, and damaged track and turnout bolts.
- Throw switch mechanism to ensure proper tension and closure against stock rails.
- Note any defects associated with turnout materials or mechanisms.

DELIVERABLES
- Provide a written summary of inspection findings, including a detailed description of short term and long term maintenance needs over a ten (10) year period
- Provide 5 year prioritized maintenance schedule including cost estimates

Track Inspection & Report............................................................$ 15,000.00

ALTERNATE 1 – BRIDGE INSPECTION & REPORT
- Inspect two (2) bridges within the project limits including all structural components
- Provide Ohio licensed engineer’s stamped report of bridge condition findings and maintenance recommendations

Bridge Inspection & Report.......................................................... $ 4,940.00
Alternate 2 – Bridge Management Plan

- Provide a Bridge Management Plan to comply with Federal Rule (Requires up to date capacity calculation including depreciated conditions)

Bridge Management Plan ........................................................................................................................................ $750.00

Alternate 3 – Capacity Calculation

- Calculate bridge capacity including depreciated conditions

Capacity Calculation (with owner provided bridge plans) .................................................................................. $ 7,800.00
Capacity Calculation (without owner provided bridge plans) ........................................................................... $ 9,750.00

There is a reasonable chance that CSX would have the bridge plans if the City does not.

Sincerely,

Kevin Kennedy
THE RAILROAD ASSOCIATES CORPORATION
City Manager’s Report

From 2510 - Municipal Court
Supplier, Vendor, Company, Individual
Name Dr. Stephen McConnell
Address 4398 E. Entrada Dr.
Beavercreek, Ohio 45431

Date February 17, 2021
Expense Type Service Agreement
Total Amount $15,000.00 (thru 12/31/21)

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-2510-1159-74 $15,000.00

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

Description

Professional Services Contract

The Dayton Municipal Court is requesting approval of a Professional Services Contract with Dr. Stephen McConnell in the amount of $15,000.00 to provide psychological services for offenders on probation.

The Montgomery County Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board provides funding to the City of Dayton to fund the services provided through this contract. This is an ongoing partnership with ADAMHS and Dr. McConnell since 2008.

The term for this agreement is one year and will commence upon execution.

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

A Certificate of Funds in the amount of $15,000.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 06/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Required Documentation

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Attach additional pages for more FOAPALS

Vendor Name: Dr. Stephen McConnell

Vendor Address: 4398 E. Entrada Drive Beavercreek OH 45431

Street          City          State          Zipcode + 4

Federal ID: 198-34-6927

Commodity Code: 95221

Purpose: Provide psychological services for offenders through the DMC Probation Department.

Contact Person: Ann Marie Murray

Municipal Court/Court Administration 2-Feb-21

Department/Division Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: Leslie Sisson

Date: 2-9-2021

CF Prepared by: James Williams

Date: 7/5/21

CF/CT Number: CT 21-1811

October 18, 2011

Finance Department
PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into this ___ day of ___________ 2021, between the City of Dayton, Ohio ("City") and Stephen McConnell, Psy. D. ("Psychological Consultant").

WHEREAS, The Dayton Municipal Court demonstrates a need for the Dayton Municipal Court Probation Department to have at its disposal a Psychological Consultant; and,

WHEREAS, The Psychological Consultant will provide defendants charged and/or placed on probation with misdemeanor offenses with assessments, forensic evaluations, and individual counseling; and,

WHEREAS, The Psychological Consultant must be a certified holder of a Doctorate of Psychology and has represented to the City that he is qualified to provide the services needed by the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

Psychological Consultant shall provide four (4) hours of services per week. The services shall include, but not be limited to:

A. Providing psychological evaluations of clients for the City and Probation Officers.

B. Consulting with Probation Officers regarding clients' psychological diagnosis, prognosis, and treatment options.

C. Overseeing the Probation Department's Life Skills program for those clients with emotional and/or psychological issues/need.

D. Supervising the Probation Department's Anger Management program.

ARTICLE 2. TERM, RENEWALS AND TERMINATION

A. This Agreement shall cover the Services provided for a one-year period beginning on January 1, 2021 through December 31, 2021, unless terminated earlier or renewed as provided in this Agreement.

B. This Agreement may be renewed for a maximum of two (2) additional one-year periods. However, no such renewal of this Agreement shall be recognized or effective unless it is reduced to a writing, which makes specific reference to this Agreement, and executed by a duly authorized representative of City.
C. Either party shall have the right, upon giving thirty (30) days prior written notice to the other party, to terminate this Agreement. In the event of termination, the City shall pay for the services the City deems to have been properly rendered to the effective date of termination, but shall not be responsible for payment of services performed subsequent to the effective date of termination specified in the notice.

ARTICLE 3. PAYMENT

A. The City shall pay the Psychological Consultant the sum of Seventy-Five Dollars and Zero Cents ($75.00) per hour for the Services described in Article 1 hereof.

B. The total amount of the remuneration under this Agreement, exclusive of any renewal(s) shall not exceed the sum of Fifteen Thousand Dollars and Zero Cents ($15,000.00).

C. The Psychological Consultant shall invoice the City, not more frequently than monthly, for payment of the actual Services rendered in accordance with this Agreement. All invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. GENERAL PROVISIONS

A. Entire Agreement/Integration

This Agreement represents the entire and integrated Agreement between the City and the Psychological Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, understanding, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

B. Waiver

A waiver by either party of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.

C. Non-Discrimination

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

D. Meetings and Evaluation

The Psychological Consultant shall meet with designated City personnel at such times designated by City to review and discuss performance of this Agreement. Psychological Consultant shall cooperate with the City in all respects concerning the review and monitoring of the Services and/or performance of this Agreement.

E. Notice/Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, by express delivery, certified mail or first class U.S. mail. Postage pre-paid, to the respective party at the following address:

To City:  
City of Dayton, Ohio
Ann Marie Murray
Court Administrator
301 W. Third St., Rm 365
Dayton, OH 45402

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

F. Assignment

Psychological Consultant shall not assign any rights or duties under this Agreement without the prior written consent of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Paragraph shall prevent Psychological Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

G. Independent Contractor

By executing this Agreement, Psychological Consultant acknowledges and agrees he will be providing services to City as an “independent contractor”. As an independent contractor for City, Psychologist Consultant is prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection (G). Psychological Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of City, without the express prior written approval of a duly authorized representative of City.
Psychological Consultant and his employees, agents or subcontractors, or any other persons retained or hired by him to assist in the performance of the services under this Agreement, are not City employees. Therefore, such persons shall not be entitled to any of the emoluments of employment with the City of Dayton, and Psychological Consultant shall indemnify the City against any and all claims by its employees, agents or subcontractors for such City employee benefits. Psychological Consultant further understands and agrees that neither he, nor any of his employees, agents, or subcontractors are “Public Employees” for the purpose of membership in the Ohio Public Employees Retirement System (“OPERS”). Psychological Consultant will be solely responsible to withhold and pay all applicable local, state, and federal taxes for its employees.

To the maximum extent permitted by law, the City and Psychological Consultant, shall maintain the confidentiality and integrity of all victim records, including, interviews/discussion with victims and/or clients, and shall not disclose same to unauthorized persons. Further, Psychological Consultant shall maintain the confidentiality and integrity of all records and matters of City.

H. Indemnification

Psychological Consultant shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against legal liability for all claims, losses, damages and expenses to the extent that such claims, losses, damages, or expenses that are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Psychological Consultant or its employees, agents, and representatives.

I. Records and Meetings

Psychological Consultant shall maintain accurate records of all time expended in performance of the Services hereunder. Such records shall be made available for inspection and review by the City, upon request. Psychological Consultant shall meet with the City’s designees as such times designated by the City to review and discuss performance of this Agreement. Psychological Consultant shall allow the City to conduct on-site monitoring of the Services, and shall cooperate with the City in all respects concerning the review and monitoring of the Psychological Consultant’s performance pursuant to this Agreement.

J. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any claim, civil action, or lawsuit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

K. Political Contributions

Psychological Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
IN WITNESS WHEREOF, the City and Psychological Consultant have caused this Agreement to be executed as of the day and date first set forth above.

CITY OF DAYTON, OHIO

______________________________
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

12/14/2020

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

______________________________, 2020

Min./Bk. __________ Page ________

______________________________
Clerk of the Commission
City Manager's Report

From 5350 - Finance/Utility Revenue Admin
Supplier, Vendor, Company, Individual
Name Vertex Data Utility Services, LLC d/b/a Vertex Business Services
Address 501 George Bush Hwy Suite 350
Richardson, TX 75080

Date February 17, 2021
Expense Type Contract Modification
Total Amount $282,000.00 thru 2/28/2022

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

Description

Second One-Year Renewal- Professional Services Agreement for Utility Billing

The Department of Finance is requesting City Commission approval to enter into a second one-year renewal of the Agreement with Vertex Business Services (Vertex) in an amount not to exceed $282,000.00. The Renewal Agreement will commence March 1, 2021, and end on February 28, 2022.

Vertex provides the following services for City of Dayton utility customers, including Jefferson Township and the City of Clayton: 1. utility bill printing and mailing services; 2. on-line portal management and payment services via PayDaytonWater.com; 3. other expanded e-solutions like on-line recurring and consolidated payment options; and 4. access to retail payment sites for cash payments. In 2020, the City invoiced over 55,000 customer accounts through Vertex, generating over 425,000 paper and electronic invoices, which included approximately $96 million in billed revenue.

The initial three-year Agreement covered the period from February 2015 through February 2018 and allowed three, 2-year renewal periods. The first 2-year renewal covered March 2018 through February 2020 and was approved by Commission on February 21, 2018. Last year, Finance opted to renew for only one year of the second 2-year renewal period through February 2021, with plans to bid out the service for 2020. This action represented the second time Finance renewed the Agreement, which was approved by Commission on February 26, 2020. However, due to the COVID-19 pandemic, the Department of Finance could not release the RFP; therefore, to maintain services throughout 2021, the City needs to execute the last year of the second 2-year renewal option that runs through February 2022.

This renewal is the third time the City has renewed the Agreement and represents a total Commission authorized amount of $1,993,000.00 since 2015. Finance will issue an RFP in 2021 for these services to ensure we select a vendor who can meet or exceed utility bill presentment and processing standards. However, the City retains the option to renew for one more 2-year period, fulfilling the full nine years provided in the initial Agreement.

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

A certificate of Funds for $250,000.00 for services provided through 12/31/2021 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
"Vertex CMR" History

Document created by Esther Rohm (esther.rohm@daytonohio.gov)
2021-02-11 - 8:11:47 PM GMT - IP address: 198.30.33.2

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2021-02-11 - 8:12:14 PM GMT

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"Vertex - CMR 2021 RENEWAL cllfinal 2-1-21 rev" History

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2021-02-09 - 6:28:22 PM GMT

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Agreement completed.
2021-02-09 - 6:35:17 PM GMT
February 1, 2021

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

FROM: C. LaShea Lofton, Acting Director
Department of Finance

SUBJECT: Second One-Year Renewal - Professional Services Agreement for Utility Billing

The Department of Finance is requesting City Commission approval to enter into another one-year renewal of the Agreement with Vertex Data Utility Services, LLC d/b/a Vertex Business Services (Vertex) in an amount not to exceed $282,000.00. The renewal will commence March 1, 2021, and end on February 28, 2022.

Vertex provides utility bill printing and mailing services, on-line portal management, and payment services via PayDaytonWater.com and other expanded e-solutions like retail payment sites and recurring payment options for the City of Dayton, Jefferson Township, and the City of Clayton. In 2020, the City invoiced over 55,000 customer accounts through Vertex, generating over 425,000 paper and electronic invoices, which included approximately $96 million in billed revenue.

This renewal request represents the third time that the City has renewed the agreement per its terms. The initial three-year agreement for $865,000.00 covered the period from February 2015 through February 2018 and allowed three, 2-year renewal periods. The first renewal for $564,000.00, which was approved by Commission on February 21, 2018, covered March 2018 through February 2020. Last year, Finance opted to renew for only one year through February 2021 for $282,000.00, with plans to bid out the service for 2020. However, due to the COVID-19 pandemic, the Department of Finance could not release the RFP; therefore, to maintain services throughout 2021, we need to execute the last year of the second 2-year renewal option that runs through February 2022.

Including this renewal allocation, the total amount authorized for this Agreement is $1,993,000. Finance will issue an RFP in 2021 for these services to ensure we select a vendor who can meet or exceed utility bill presentment and processing standards. However, the City retains the option to renew for one more 2-year period, fulfilling the full nine years provided in the initial agreement.

I have attached copies of the original agreement and each executed renewal option for your information. Finance requests that the approval of this renewal option be considered at the February 17, 2021 City Commission Meeting. If you have any questions, please contact me at X3578 or James Wedding, Division Manager at x3589

CLL/jjw

Attachments:

CC: Mr. John  Mr. Wedding  Ms. Hudson  Ms. Mays  Mr. Rohm  File
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<td></td>
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<tr>
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<td></td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$32,000.00</td>
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Required Documentation
- Initial City Manager’s Report
- Initial Certificate of Funds
- X Initial Agreement/Contract
- Copy of original City Manager’s Report
- Copy of Original Certificate of Funds

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</table>

| Amount: | |
|---------------------|
| Fund Code | XXXX - XXXX - XXXX - XX - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Vertex Data Utility Services LLC d/b/a Vertex Business Services
Vendor Address: 501 George Bush Hwy Suite #350 Richardson TX 75080
Federal ID: 26-1398981
Commodity Code: 96600
Purpose: To cover the cost of professional services for on-line billing/payments and the printing, processing and mailing of certified notices, inserts, past-due notices and shut-off notices for the City of Dayton, Jefferson Township, and the City of Clayton during the period of March 1, 2021 through December 31, 2021.

Contact Person: Jim Wedding

Finance/Utility Revenue Administration Date 1.20.2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: February 9, 2021

Finance Director Signature Date 2/9/2021 CT21-1088

CF Prepared by Date CF/CT Number
"Vertex 3rd renewal - CF - 2021cllfinal 2-9-21" History

Document created by LaShea Lofton (lashea.lofton@daytonohio.gov)
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Document e-signed by Tonika Williams (tonika.williams@daytonohio.gov)
Signature Date: 2021-02-09 - 6:43:13 PM GMT - Time Source: server - IP address: 198.30.33.2

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2021-02-09 - 6:45:15 PM GMT

Email viewed by James Wedding (james.wedding@daytonohio.gov)
2021-02-09 - 6:45:37 PM GMT - IP address: 198.30.33.2

Document e-signed by James Wedding (james.wedding@daytonohio.gov)
Signature Date: 2021-02-09 - 6:46:09 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2021-02-09 - 6:46:09 PM GMT
THIRD AMENDMENT AND EXTENSION OF THE VERTEXONE SERVICES AGREEMENT

THIS THIRD AMENDMENT AND EXTENSION OF THE VERTEXONE SERVICES AGREEMENT ("Third Amendment") is dated ___ day of ____, 202___, between the City of Dayton ("City") and Vertex Data Utility Services, LLC d/b/a Vertex Business Services ("Vertex").

WHEREAS, On February 25, 2015, the Commission of the City of Dayton approved a VertexOne Services Agreement ("Agreement") between the City and Vertex, under which Vertex provides services to the City for utility bill printing and other e-solutions, including managing the paydaytonwater.com site; and,

WHEREAS, On March 4, 2018, the Commission of the City of Dayton approved a First Amendment and Extension of VertexOne Service Agreement ("First Amendment"), which extended the term of the Agreement; and,

WHEREAS, On March 19, 2020, the Commission of the City of Dayton approved a Second Amendment and Extension of VertexOne Service Agreement ("Second Amendment"), which extended the term of the Agreement; and,

WHEREAS, Pursuant to Section 12.18 of the Agreement, the City and Vertex may mutually agree to amend the Agreement in writing; and,

WHEREAS, The City and Vertex desire to amend the Agreement by extending the term of the Agreement until February 28, 2022.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Vertex mutually agree to amend and extend the Agreement as follows:

1. Section 2 of the Agreement, "Contract Term," will be deleted in its entirety and replaced with the following:

CONTRACT TERM

This Agreement shall be effective March 1, 2015, and shall expire on February 28, 2022.

2. The following language is hereby added to the end of Section 6.1 of the Agreement, "Fees";

Notwithstanding anything in the forgoing, Vertex and Company hereby agree that the total expenditure of funds by Company for the Services during the period beginning March 1, 2021, and ending February 28, 2022, shall not exceed the total sum of two hundred eighty two thousand dollars and zero cents ($282,000.00) in accordance with Schedule B: Pricing. Vertex is not required to provide services in accordance with
Schedule B that exceed the total sum unless the City agrees to a change order for the additional compensation.

3. Except as modified by the amendment, the remaining terms of the Agreement shall continue to apply and remain in full force and effect.

IN WITNESS WHEREOF, The City and Vertex, each by a duly authorized representative, have executed this Third Amendment and Extension as of the date first above written.

CITY OF DAYTON, OHIO

__________________________
City Manager

APPROVED AS TO FORM
AND CORRECTNESS

__________________________
City Attorney

VERTEX DATA UTILITY SERVICES, LLC

__________________________
Keith Foerster, CFO

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

__________________________, 2020

Min/Bk _________ Pg. ________

__________________________
Clerk of the Commission
City Manager's Report

From
5350-Finance/Utility Revenue Admin.
Supplier, Vendor, Company, Individual
Vertex Data Utility Services LLC
Address
501 George Bush Hwy, Suite 350
Richardson, TX 75080

Date
February 26, 2020
Expense Type
Contract Modification
Total Amount
$282,000.00 (thru 2/28/2021)

<table>
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<th>Fund Source(s)</th>
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<tr>
<td>Water Operating Fund</td>
<td>53000-5350-1159-64</td>
<td>$282,000.00</td>
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Includes Revenue to the City  ☑ Yes ☐ No  Affirmative Action Program  ☑ Yes ☐ No ☐ N/A

Description
Utility Billing Professional Services Agreement-Second Renewal
Vertex Data Utility Services, LLC

The Department of Finance is requesting City Commission approval to enter into the second renewal option for a 1-year extension of the professional services agreement with Vertex Data Utility Services, LLC (“Vertex”) in the amount of $282,000.00. The renewal Agreement will commence on March 1, 2020, and expire on February 28, 2021.

Vertex will continue to provide utility bill printing and mailing services, on-line management and payment services via paydaytonwater.com; and other expanded e-solutions for the City of Dayton, Jefferson Township, and the City of Clayton.

Vertex provides service for over 60,000 utility accounts which are billed monthly, quarterly, semi-annually, and annually. The City generates over 450,000 invoices and bills over $100 million in annual revenue through this vendor.

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

A Certificate of Funds in the amount of $163,000.00 to cover March 1, 2020 – December 31, 2020, is attached.

Signatures/Approval

Division  

Approved by City Commission

Date  
February 26, 2020

City Manager
FORM NO. MS-16

Updated 10/2019
SECOND AMENDMENT AND EXTENSION OF THE VERTEXONE SERVICES AGREEMENT

THIS SECOND AMENDMENT AND EXTENSION OF THE VERTEXONE SERVICES AGREEMENT ("Second Amendment") is dated this 14th day of March, 2020 between the City of Dayton, Ohio ("City") and Vertex Data Utility Services, LLC ("Vertex").

WHEREAS, On February 25, 2015, the Commission of the City of Dayton approved a VertexOne Services Agreement ("Agreement") between the City and Vertex, under which Vertex provides services to the City for utility bill printing and other e-solutions, including managing the paydayton.com site; and,

WHEREAS, On March 5, 2018, the Commission of the City of Dayton approved a First Amendment and Extension of VertexOne Service Agreement ("First Amendment"), which extended the term of the Agreement; and,

WHEREAS, Pursuant to Section 12.18 of the Agreement, the City and Vertex may mutually agree to amend the Agreement in writing; and,

WHEREAS, The City and Vertex desire to amend the Agreement by extending the term of the Agreement until February 28, 2021.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Vertex mutually agree to amend and extend the Agreement as follows:

1. Section 2 of the Agreement, “Contract Term”, will be deleted in its entirety and replaced with the following:

   CONTRACT TERM

   This Agreement shall be effective on March 1, 2015 and shall expire on February 28, 2021.

2. The following language is hereby added to the end of Section 6.1 of the Agreement, Fees:

   Notwithstanding anything in the forgoing, Vertex and Company hereby agree that the total expenditure of funds by Company for the Services during the period beginning March 1, 2020 and ending February 28, 2021 shall not exceed the total sum of Two Hundred Eighty-Two Thousand Dollars and Zero Cents ($282,000.00) in accordance with Schedule B: Pricing. Vertex is not required to provide services in accordance with Schedule B that exceed the total sum unless the City agrees to a change order for the additional compensation.

3. Except as modified by the amendment, the remaining terms of the Agreement shall continue to apply and remain in full force and effect.

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

CITY OF DAYTON, OHIO

[Signature]

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]

City Attorney

VERTEX DATA UTILITY SERVICES, LLC

[Signature]

Chief Financial Officer

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

[Signature]

February 26, 2020

Min. / Bk. I-14 Pg. O144

[Signature]

Clerk of the Commission
City Manager's Report

From 5340 - Finance/Revenue Admin
Supplier, Vendor, Company, Individual Vertex Business Services
Address 501 George Bush Hwy Suite 350 Richardson, TX 75080

Date February 21, 2018
Expense Type Contract Modification
Total Amount $564,000.00 (thru 2/28/20)

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Affirmative Action Program
<table>
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Description
The Department of Finance is requesting City Commission approval to enter into a 2 year Contract Renewal with Vertex Business Services (Vertex) in the amount of $564,000.00 ($282,000.00 - Yr. 1; $282,000.00 - Yr. 2). The agreement will commence upon execution by the City and expire on February 28, 2020. The City has the option to renew for two additional 2-year periods. Vertex will continue to provide utility bill printing and mailing services; on-line management and payment services via PayDaytonWater.com; and other expanded e-solutions for the City of Dayton, Jefferson Township and the City of Clayton.

Vertex has over ten years of experience in the utility billing and on-line presentment industry. The customer service tools provided by Vertex include mail tracking, Retail Cash Payment Options, payment tracking, management and tracking tools for landlords, the City's mobile app and re-occurring payment options.

Vertex provided service for over 60,000 utility accounts which are billed monthly, quarterly, semi-annually and annually. The City generates over 450,000 invoices and bills over $100 million in revenue annually.

A certificate of Funds in the amount of $282,000.00 for Year 1 of the Contract Renewal is attached.

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

Signatures/Approval

Approved by City Commission
Rhonda Lavender
Stark
February 21, 2018
Date

FORM NO. MS-16

Updated 8/2016
FIRST AMENDMENT AND EXTENSION OF VERTEXONE SERVICES AGREEMENT

This FIRST AMENDMENT AND EXTENSION OF VERTEXONE SERVICES AGREEMENT is dated this 5th day of March, 2018 between the City of Dayton, Ohio ("City") and Vertex Data Utility Services, LLC ("Vertex").

WHEREAS, on February 25, 2015, the Commission of the City of Dayton approved a VertexOne Services Agreement ("Agreement") between the City and Vertex, under which Vertex provides services to the City for utility bill printing and other e-solutions, including managing the paydayton.com site; and,

WHEREAS, Pursuant to Section 12.18 of the Agreement, the City and Vertex may mutually agree to amend the Agreement in writing; and,

WHEREAS, the City and Vertex desire to amend the Agreement by extending the term of the agreement until February 29, 2020.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor mutually agree to amend and extend the Agreement as follows:

1. Section 2 of the Agreement, "Contract Term", will be deleted in its entirety and replaced with the following:

   CONTRACT TERM

   This Agreement shall be effective on March 1, 2015 and shall expire on February 29, 2020.

   2. Except as modified by the amendment, the remaining terms of the Agreement shall continue to apply and remain in full force and effect.

IN WITNESS WHEREOF, the City and Vertex, each by a duly authorized representative, have executed this First Amendment as of the date first above written.

CITY OF DAYTON, OHIO

[Signature]
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

VERTEX DATA UTILITY SERVICES, LLC

By: [Signature]
Its: [Signature]

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

February 24, 2016
Min. Book 15, Page 0193

CLERK OF THE COMMISSION
TO: City Manager

FROM: Finance/Director's Office
       Department/Division

(CHECK ONE)

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

Justification and description of purchase, contract or payment:

The Department of Finance is requesting City Commission approval to enter into a 3-year agreement with Vertex Business Services (Vertex) in the amount of $865,000.00 ($306,000- Yr 1; $277,000- Yr 2; $282,000- Yr 3). The agreement will commence upon execution by the vendor and end three years after the effective date. The City has the option to renew for three additional 2-year periods. Vertex will provide utility bill printing and mailing services; on-line management and payment services via paydaytonwater.com; and other expanded e-solutions for the City of Dayton, Jefferson Township and the City of Riverside.

Requests for Proposals (RFP) No. 14046D were sent to 20 vendors and seven responded including the current vendor, Standard Register (formerly WorkFlow One). Staff from the Department of Finance, Water and Central Services evaluated each submission based on seven criteria. Vertex was selected as the best and overall lowest bid. The vendor with lowest bid proposal was substantially deficient in their ability to provide the requested services and scope of work.

Vertex has over ten years of experience in the utility billing and on-line presentment industry. Vertex was formed by a water utility company that needed a comprehensive billing and electronic bill payment system. They currently provide similar services to Greater Cincinnati Water Works, Cleveland Public Power, City of Cleveland Water, and Duke Energy. The services provided through this contract will give the City more customer service tools than we have ever had, most notably the following: Mail tracking to reduce return mail volume and costs; Potential remote payment site partnership which will allow our cash-paying customer the ability to pay at select retail establishments; Better management and tracking tools for landlords; Mobile app with payment options; Process and manage monthly or re-occurring payments.

The City has over 60,000 customer accounts that are billed monthly, quarterly, semi-annually and annually. The City generates over 450,000 invoices and bills over $100 million in revenue annually. The agreement with the current vendor, Standard Register expires March 31, 2015. The Finance Department will extend its agreement for three additional months to allow for implementation, start-up and crossover to Vertex by June 1, 2015.

The Law Department has reviewed and approved the contract as to form and correctness
A Certificate of Funds in the amount of $306,000.00 for Year 1 of the Contract is attached.
### SECTION I - to be completed by User Department

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<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<td><strong>Initial Agreement/Contract</strong></td>
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<td><strong>Increase Encumbrance</strong></td>
<td>$</td>
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</tr>
<tr>
<td><strong>Decrease Encumbrance</strong></td>
<td>$</td>
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<tr>
<td><strong>Remaining Commission Approval</strong></td>
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### Amount: **$306,000.00**

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| Amount: | **$** |
|----------|

### Vendor Name: Vertex Business Services

### Vendor Address: 501 George Bush Hwy Suite #350 Richardson TX 75080

### Federal ID: 26-1398981

### Commodity Code: 96-600

### Purpose: Professional services for on-line billing/payments and the printing, processing and mailing of utility bills, certified notices, inserts, past-due notices and shut-off notices for the City of Dayton, Jefferson Township and the City of Riverside.

### Contact Person: Valerie Hudson

### Originating Department Director’s Signature: [Signature]

### SECTION II - to be completed by the Finance Department

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

### Finance Director Signature: [Signature]

### Date: 2-11-2015

### CF/ICT Number: 1088

### Preparing Department: Finance

### Date: 10/18/2011
City of Dayton
City Manager’s Report

TO: City Manager
FROM: Finance/Director’s Office

(CHECK ONE)

- Purchase Order
- Price Agreement
- Award of Contract
- Other

- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Date: February 25, 2015
Code: 53000-5340-1159-64
Fund Title: Water Operating Fund
Amount: $865,000.00 (3 Yr. Total)
Supplier/Vendor/Company/Individual: Vertex Business Services
NAME: 501 George Bush Hwy Suite 350
ADDRESS: Richardson, TX 75080

Justification and description of purchase, contract or payment:

The Department of Finance is requesting City Commission approval to enter into a 3-year agreement with Vertex Business Services (Vertex) in the amount of $865,000.00 ($306,000- Yr 1; $277,000- Yr 2; $282,000- Yr 3). The agreement will commence upon execution by the vendor and end three years after the effective date. The City has the option to renew for three additional 2-year periods. Vertex will provide utility bill printing and mailing services; on-line management and payment services via paydaytonwater.com; and other expanded e-solutions for the City of Dayton, Jefferson Township and the City of Riverside.

Requests for Proposals (RFP) No. 14046D were sent to 20 vendors and seven responded including the current vendor, Standard Register (formerly WorkFlow One). Staff from the Department of Finance, Water and Central Services evaluated each submission based on seven criteria. Vertex was selected as the best and overall lowest bid. The vendor with lowest bid proposal was substantially deficient in their ability to provide the requested services and scope of work.

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The City has over 60,000 customer accounts that are billed monthly, quarterly, semi-annually and annually. The City generates over 450,000 invoices and bills over $100 million in revenue annually. The agreement with the current vendor, Standard Register expires March 31, 2015. The Finance Department will extend its agreement for three additional months to allow for implementation, start-up and crossover to Vertex by June 1, 2015.

The Law Department has reviewed and approved the contract as to form and correctness
A Certificate of Funds in the amount of $306,000.00 for Year 1 of the Contract is attached.

Approved Affirmative Action Program on File

Approved by City Commission
Rashella Lavender

Clerk: February 25, 2015

Division
City Manager

Updated: 1/2012
VertexOne Services Agreement
between
Vertex Data Utility Services, LLC d/b/a Vertex Business Services
&
City of Dayton

January, 2015
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VertexOne Services Agreement

This VertexOne Services Agreement (this "Agreement") dated as of ____ day of ________, 2015, (the "Effective Date") is entered into by City of Dayton, ("Company") and Vertex Data Utility Services, LLC d/b/a Vertex Business Services, ("Vertex"). Vertex and Company are hereinafter referred to individually as a "Party" and collectively as the "Parties."

1. SERVICES

Company appoints Vertex as the exclusive provider of the services set forth in Section A.1 of the attached Schedule A (the "Services") to the Company and Vertex shall provide the Services in accordance with the terms of this Agreement. Company agrees that the appointment of Vertex is exclusive and Company shall not during the term of this Agreement appoint or engage any other party to provide the Services or any services that are the same as or substantially similar to the Services.

2. CONTRACT TERM

This Agreement shall be effective upon execution by the Company and shall terminate three (3) years from the date of execution. This Agreement may be renewed for a maximum of three (3) additional two-year periods. However, no such renewal of this Agreement shall be recognized or effective unless it is reduced to a writing, which makes specific reference to this Agreement, and is executed by a duly authorized representative of the Company, the City of Dayton Commission, and Vertex.

3. CHANGE CONTROL PROCEDURES

Either Party may, by a proposed written project change request ("PCR"), request changes to the quantity and/or the specifications of the Services or request new services, and the Parties will undertake to negotiate an appropriate adjustment in price and terms in relation to such proposed changes. For any change that Vertex can perform on a commercially reasonable basis, within ten (10) business days of receiving notification of such proposed change, Vertex shall submit to Company a written proposal for accomplishing the changes requested (the "Change Proposal") and setting forth any proposed adjustments to the purchase price or other terms. Such Change Proposal shall be valid for thirty (30) days. If the Parties reach agreement as to the appropriate adjustments, Vertex and Company shall execute a mutually agreed Change Order amending the Agreement accordingly. No change shall be binding upon either Party until a written Change Order is executed by authorized representatives of both Parties. Upon execution of a Change Order, all services authorized by such Change Order shall become Services under this Agreement.

4. SERVICE PERFORMANCE

4.1 Implementation of Solution

Vertex shall provide to Company the implementation services described in, and in accordance with the implementation plan set forth in Section [A.1.3 of Schedule A] ("Implementation Plan") of Schedule A. Vertex shall use commercially reasonable efforts to provide the transition-in services without (i) disrupting or adversely impacting
the business or operations of Company, (ii) degrading the Services being provided, or (iii) interfering with the ability of Company to obtain the full benefit of the Services, except as may be otherwise provided in the Implementation Plan.

4.2 Standard Service Levels

The standard service levels for each Service shall be as described in Section A.2 of Schedule A.

4.3 Service Limitations

a) In addition to any specific functions, responsibilities or tasks which Company is given responsibility hereunder, Company shall at all times retain responsibility and control of all policies, procedures, business rules or other processes related to Company's business, including without limitation, those policies and procedures necessary to comply with the legal and regulatory obligations applicable to Company's business. Such obligations may include, but are not limited to: utility, privacy, credit evaluation, credit reporting, consumer protection, debt collection and payment processing (including regulations of credit card and debit associations and networks such as VISA, MasterCard, Discover) laws, rules and regulations (collectively, "Company Regulatory Requirements"). Vertex shall bear no responsibility for reviewing the legality of such policies, procedures, business rules or other processes and has no responsibility to monitor or interpret any applicable laws related thereto. Company acknowledges and agrees that Vertex shall be entitled to rely upon, without verification, any and all information, processes, procedures, guidelines, policies and other instructions at any time submitted to Vertex by Company having to do with Company or the Services provided by Vertex hereunder.

b) Vertex shall not be responsible for any failures in the Services or to meet applicable service levels to the extent caused by: (i) components for which Company is responsible; (ii) the action or inaction of Company's personnel; (iii) changes made to the environment or Company's sites which are not made in accordance with the change control procedures set forth herein; (iv) Company's failure to perform it obligations under this Agreement to the extent such failure affects Vertex's ability to meet the applicable Service requirements; (v) Company's failure to comply with the Company Regulatory Requirements as set forth above, to the extent such failure affects Vertex's ability to meet the applicable Service requirements; (vi) the occurrence of a force majeure event as set forth in Section 9.4 herein; (vii) any act or omission of a third party, excluding any subcontractor of Vertex, or any other event beyond the reasonable control of Vertex; or (viii) Vertex adhering to a Company policy, procedure, process or other business rule that conflicts with, interferes with or contradicts a Service requirement.

4.4 Limitation of Liability

a) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, VERTEX SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, LOSS OF DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY AND EVEN IF VERTEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, VERTEX’S TOTAL AGGREGATE LIABILITY HEREUNDER, (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), NON-FRAUDULENT MISREPRESENTATION, FOR BREACH OF ANY WARRANTY EXPRESS OR IMPLIED, UNDER ANY INDEMNITY, FOR LIQUIDATED DAMAGES, WILFUL DEFAULT OR OTHERWISE HOWSOEVER) WILL BE LIMITED TO THE FEES PAID OR PAYABLE BY COMPANY TO VERTEX DURING THE INITIAL THREE YEARS OF THE AGREEMENT.

b) THE LIMITATIONS SET FORTH IN THIS SECTION 4.1 SHALL BE INDEPENDENT OF, SEVERABLE FROM, AND ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, AND SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALLY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES FOR WHICH THE OTHER MAY BE RESPONSIBLE HEREUNDER.

c) A PARTY IS NEVER LIABLE TO THE OTHER PARTY FOR ANY DAMAGES RESULTING FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE OTHER PARTY. VERTEX IS NOT RESPONSIBLE FOR ITS OBLIGATIONS TO THE EXTENT COMPANY OR OTHER SERVICE PROVIDERS OF COMPANY HAVE FAILED TO CARRY OUT THEIR RESPECTIVE OBLIGATIONS, OR TO THE EXTENT THAT CHANGES, ERRORS, OR OTHER SERVICE FAILURES CAUSED BY COMPANY OR OTHER CONTRACTORS OF COMPANY CAUSE DELAY, ERROR OR OTHER FAILURES IN THE SERVICES.

d) ALL CAUSE OF ACTIONS SHALL BE BROUGHT WITHIN THE TIMEFRAME SET FORTH IN O.R.C. § 2305.06 OR OTHER APPLICABLE OHIO REVISED CODE SECTION.

e) The limitations set forth in Section 4.1(a) shall not apply to a breach by either Party of its obligations for intentional acts with respect to Confidential Information.

5. DUE DILIGENCE

a) Company acknowledges that Vertex, utilizing its know-how and expertise, has provided a solution based on the information provided by Company in written or electronic form prior to the Effective Date.

b) Company warrants that the information provided to Vertex in connection with this Agreement is accurate and up to date, and as at the Effective Date all material information relevant to the Services has been disclosed to Vertex to allow Vertex to take account of the information in its solution and Charges. Company further warrants that it shall promptly provide all necessary updates to such information.

c) Each Party will notify the other Party as soon as reasonably practical if the first Party becomes aware (whether prior to or after the Effective Date) of: (i) any inaccuracies in any information provided by it to the other Party; or (ii) any additional information which should have been provided by the first Party in accordance with Section 5(b) which adversely affects Vertex’s ability to perform the Services or meet any Service Levels, or that has the potential to increase the costs which Vertex incurs in delivering the Services.
e) Should any matters or inaccuracies be notified in accordance with Section 5(c):

(i) Vertex shall be relieved from any failure to perform parts or all of its obligations under this Agreement to the extent such failure is caused by Vertex having been provided with inaccurate, misleading or incomplete information by or on behalf of Company; and

(ii) Company shall agree to any necessary and relevant changes that Vertex may propose be implemented through the Change Control Procedures and Company shall bear all reasonable costs incurred in connection with Vertex’s subsequent implementation of such changes.

6. FEES, INVOicing & TERMS OF PAYMENT

6.1 Fees

In consideration for the Services, Company shall pay Vertex the remuneration set out in Schedule B attached hereto. Fees for Services shall be billed once monthly. In the event the fees payable by Vertex to any subcontractor for the performance of any portion of the Services increase, the fees set forth herein may be increased by such amount.

Company, shall pay when due any sales, use, excise, value added, services, consumption, or other tax imposed by any taxing jurisdiction ("Taxes") as of the Effective Date on the provision of Services or any component thereof, as the rate of such Tax may change from time to time during the term of this Agreement. The Parties shall cooperate with each other to enable the Parties to determine accurately their respective tax liabilities and to reduce such liabilities to the extent permitted by law. Vertex invoices to Company shall separately state the amount of any Taxes Vertex is collecting from Company as applicable. Each Party shall provide to the other any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of equipment and services, and such other similar information as the other Party may reasonably request.

If any taxing jurisdiction imposes after the Effective Date a new sales, use, excise, value-added, services, consumption, or other Tax on the provision of the services or any component thereof, Company shall be liable for any such new Tax that is imposed on the charges for the provision of the Services.

Charges, including any required taxes to be paid by Company, related to procurement of products will be billed at time of order. All figures shall be in US dollars unless otherwise specified.

6.2 Invoices

Company agrees to pay Vertex invoices within thirty (30) days of receipt. If an amount remains overdue ten (10) days after the Company receives written notice from Vertex of an overdue payment then such overdue invoice shall bear interest at the rate of the lesser of 1.5% per month or the maximum permitted by law.

Company will not be obligated to pay charges that are subject to good faith dispute during the period of the dispute and until time of resolution. Company will notify Vertex of any billing problems or disputed amounts in an invoice within thirty (30) days of receipt of such invoice.
If it is determined by the Parties, acting reasonably, that Company has been overcharged or undercharged through a billing error, such overcharge or undercharge can be deducted or added on a subsequent invoice.

Unless otherwise agreed and specified in Schedule B, payment of fees shall be made by wire transfer by Company to a bank account in the U.S. specified by Vertex.

6.3 Additional Charges

Vertex’s fees set out in the Service Schedules do not include any taxes or duties that may be levied against Company or otherwise against transactions under this Agreement. Company is responsible for the payment of all duties and applicable sales, use, excise or similar taxes levied against the Services or otherwise against transactions under this Agreement, exclusive of income taxes based upon Vertex’s income.

6.4 Travel Costs

The Company acknowledges and agrees that Vertex is not required to travel in performance of any part of the Services. However, if the Parties agree to Vertex travelling as part of the Services then the Company agrees to reimburse Vertex for its travel expenses reasonably incurred in performance of the Services provided under this Agreement in an amount not to exceed SEVEN THOUSAND DOLLARS AND ZERO CENTS ($7,000.00) per annum. The Company will not request Vertex to travel in performance of the Services if such travel would exceed the foregoing travel expenses financial cap. However, payment for such reimbursable expenses is subject to the following limitations:

1. Travel costs shall be billed only for approved, on-site training specifically requested by the Director of the City of Dayton Finance Department. Air travel reimbursement is limited to coach/economy rates. Local automobile travel expenses are included in the hourly rates paid as compensation for services. Automobile travel expenses for any destination outside of Montgomery County, Ohio will be reimbursable at the rate of as set by the U. S. Internal Revenue Service for business mileage reimbursement.

2. Reimbursable expenses are limited to those out-of-pocket expenses paid by Consultant to some third party, excluding itself, and its employees, excluding any other consultant and sub-consultants and excluding any third party in which Consultant has an ownership interest or Consultant receives payments or benefits in consideration for service or product orders given to that third party.

3. Amounts billed as reimbursable expenses are limited to direct costs incurred by Consultant and shall not include any multiple or additional percentage of those costs.

4. In order to be reimbursable, expenses must have been reasonably appropriate or must have been necessary, when evaluated in the light of the services to be performed. The cost of alcoholic beverages or entertainment shall not be reimbursed.
5. Signed, legible and explanatory receipts must be submitted for all reimbursable expenses.

6.5 Indexation

Subject to express provisions in Schedule B, if the Parties renew this Agreement as permitted by Section 2 and have not agreed alternate pricing for such renewal, then Vertex may increase the fees payable under this Agreement on an annual basis with effect from the third anniversary of the Effective Date in line with the percentage increase in the Consumer Price Index for All Urban Consumers published by the U.S. Bureau of Labor Statistics (the "Index") in the preceding twelve (12) month period.

7. PROPRIETARY RIGHTS & CONFIDENTIAL INFORMATION

7.1 Vertex Intellectual Property

a) Vertex does not convey, nor does Company obtain, any right, title or interest in or to any Vertex Intellectual Property. Subject to the obligations of confidentiality set forth in this Agreement, Vertex hereby grants to Company a non-exclusive license to access, operate and use the Vertex Intellectual Property, subject to the terms and conditions of this Agreement, solely for Company's internal business purposes related to its receipt of the services from Vertex during the term of this Agreement. "Vertex Intellectual Property" shall mean (i) programs, systems, data, tools, methods, materials, processes, know-how, trade secrets or other intellectual property of Vertex, and related documentation, existing on the effective date of this Agreement or independent and apart from its obligations under this Agreement, including any intellectual property used or provided by Vertex in connection with its performance hereunder; (ii) multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services; (iii) any modifications, improvements, enhancements, new versions or derivative works of any Vertex Intellectual Property developed by Vertex or its employees or contractors (either solely or jointly with employees of Company or others), in connection with Vertex's performance hereunder or otherwise; and (iv) any inventions, discoveries, ideas, concepts, know-how, materials or techniques that are developed at least in part by Vertex's employees or contractors in connection with their performance under this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, Vertex shall have the right to retain and use any multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services and any general skills ideas, concepts, know-how and expertise that Vertex learns, obtains, uses, develops or creates in rendering Services for Company, insofar as such ideas, concepts and know-how are of generic applicability and are acquired and applied without disclosure of any confidential or proprietary information of Company.

7.2 Company Intellectual Property

Company does not convey, nor does Vertex obtain, any right, title or interest in or to any Company Intellectual Property. Subject to the obligations of confidentiality set forth in this Agreement, Company hereby grants to Vertex a non-exclusive license to access, operate and use the Company Intellectual Property, subject to the terms and conditions of this Agreement, solely to the extent required by Vertex to provide the Services during the term of this Agreement. "Company Intellectual Property" shall mean (i) programs,
systems, data, tools, methods, materials, processes, know-how, trade secrets or other intellectual property of Company, and related documentation, existing on the effective date of this Agreement or independent and apart from its obligations under this Agreement, including any intellectual property used or provided by Company in connection with this Agreement; (ii) multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services; (iii) any modifications, improvements, enhancements, new versions or derivative works of any Company Intellectual Property developed by Company or its employees or contractors; and (iv) any inventions, discoveries, ideas, concepts, know-how, materials or techniques that are developed by Company’s employees or contractors.

7.3 Ownership of Company Data

All Company Data shall remain the sole and exclusive property of Company. Company Data shall not be: (i) used by Vertex other than in connection with providing the Services, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Vertex, or (iii) commercially exploited by or on behalf of Vertex, its employees or agents.

7.4 Definition of Confidential Information

For the purpose of this Agreement, Company and Vertex agree that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other is referred to hereinafter as "Confidential Information." Information shall include, without limitation, all materials, documents, data, technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer information and customer lists, whether received before or after the date hereof, except information that:

1) is disclosed lawfully by a third party who has no obligation of confidentiality with respect to the disclosed information;
2) is independently developed by a Party without use of the other Party's confidential information;
3) is, or becomes, generally known to the public, other than by a breach of obligations hereunder; or
4) is already known before disclosure hereunder as evidenced by written records and which is not the subject of a previous confidentiality agreement between the Parties.

Information also includes information of any parent, subsidiary or affiliates of Company or Vertex.

7.5 Confidentiality

Except as expressly provided below or with the other Party's prior written consent, Company and Vertex agree: (i) to hold all Confidential Information of the other in confidence; (ii) not to disclose any Confidential Information of the other to any third party, other than directors, officers, employees, affiliates, agents, subcontractors, or representatives (collectively, the "Representatives") who have a need to know such information in connection with the Services; and (iii) not to use any such Confidential Information for purposes other than in connection with the Services. Each Party shall exercise the same care in preventing unauthorized disclosure or use of the other Party's
Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. Reasonable care shall include (a) informing its Representatives of the confidential nature of the Confidential Information and the terms of this Agreement, directing them to comply with these terms, and obtaining their written acknowledgement that they have been so informed and directed or having them sign a confidentiality agreement with similar terms and conditions, and (b) notifying the other Party immediately upon discovery of any loss, unauthorized disclosure or use of Confidential Information, or any other breach of this Article by the other Party, and assisting such other Party in every reasonable way to regain possession of the Confidential Information and to prevent further unauthorized disclosure or use.

Either Company or Vertex may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall attempt to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information that is disclosed. Nothing herein shall require either Company or Vertex to fail to honor a subpoena, court or administrative order, or similar requirement on a timely basis.

Both Parties acknowledge that the Confidential Information has tangible value and contains trade secrets and proprietary information of the disclosing Party and that the disclosing Party will suffer irreparable damage for which money damages will not be sufficient remedy in the event of a breach of any provision of this Agreement. The disclosing Party will be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of these confidentiality requirements.

8. **TERMINATION**

This Agreement may be immediately terminated by written notice in the event of or under any of the following circumstances:

1. A receiver for Vertex’s assets is appointed by a court of competent jurisdiction.
2. Vertex is divested of its rights, powers, and privileges under this contract by operation of law.
3. Vertex’s failure to comply with any material term, covenant or condition of this contract to be kept, performed and observed by it, and the failure of Vertex to remedy such failure within thirty (30) days from the date of written notice from Company.
4. Vertex’s violation of any applicable federal, state, or local law applicable to the project and construction thereof or services required by this Agreement.
5. If, prior to the receipt of any funding from Company hereunder and upon giving thirty (30) days prior written notice, Vertex desires to terminate this contract.
6. Company’s failure to comply with any material term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from Vertex.

Any such termination shall not relieve Vertex of any liability to the Company for damages sustained by virtue of any breach by Vertex. The Company will be under no further monetary obligation or commitment to Vertex.

In the event of termination, either Party may, at its option, exercise any remedy available to it according to Ohio law.
9. CONTRACT & RELATIONSHIP MANAGEMENT

9.1 Relationship Management

The Parties will abide by Schedule B, including the appointment of a person or persons to manage the relationship between Company and Vertex as outlined in Schedule C. The Parties will promptly notify the other Party of such appointment and any changes related thereto.

9.2 Dispute Resolution

In the event a dispute arises out of or in connection with this Agreement the Parties will follow the correction and resolution procedure set out below:

1) The non-breaching Party will advise the other Party in writing of the alleged breach. The Party allegedly in breach will investigate and provide a written report to the other Party within fifteen (15) business days of receiving the notice alleging breach given to the effect that: (a) the investigation reveals that the alleged breach was not committed, (b) the breach has been cured, or (c) the breach remains uncured.

2) If the Party alleging the breach is not satisfied that the other Party is not, or is no longer, in breach or wishes to pursue the dispute, then that Party will immediately advise the other Party in writing it wishes to escalate the dispute.

3) Each Party will, within ten (10) business days, submit a written report on the facts of the dispute, any relevant provisions of this Agreement, and any other relevant information: on behalf of Vertex, General Manager of Business Unit, or as otherwise designated by Vertex; on behalf of Company, Director of Finance or as otherwise designated by Company.

4) Upon receiving the reports in the previous step, such executives will jointly and diligently work to resolve the dispute within ten (10) business days of receipt of the reports.

5) If the Company and Vertex are unable to resolve a dispute by negotiation, both parties agree to submit it to non-binding mediation conducted by the Dayton Mediation Center.

6) Except for disputes resolved in accordance with this Section, the City and Contractor agree to exercise any right or remedy in connection with this Agreement exclusively in, and hereby submit to the jurisdiction of, the courts of Montgomery County, Ohio.

10. STANDARD OF CARE

Vertex shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Vertex shall have no liability for defects in the Services attributable to its reliance upon or use of data or other information furnished by the Company or third parties retained by the Company.

If, during the one year period following completion of the Services, it is shown there is an error in the services caused by Vertex's failure to meet such standards and the Company has notified Vertex in writing of any such error within that period, proposer
shall perform, at no additional cost to the Company, such services within the original scope of Services as may be necessary to remedy such error.

11. **INSURANCE**

During the term of this contract, Vertex shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best:

A) General Liability Insurance, having a combined single limit of $1,000,000.00 for each occurrence and $1,000,000.00 in the aggregate.
B) Automobile Liability Insurance, having a combined single limit of $1,000,000.00 for each person and $1,000,000.00 for each accident.
C) Employers’ Liability Insurance, having a limit of $500,000.00 for each occurrence.
D) Professional Liability Insurance, having a limit of $1,000,000.00 annual aggregate.
E) Performance Bond: Vertex shall be required to obtain a Surety Bond, in an amount not less than, $100,000.00, as a condition to award of this Agreement. Said bond is to be delivered to the Company’s Division of Purchasing prior to the beginning date of contract and shall be in place until the third anniversary of the Effective Date.
F) Vertex shall maintain errors and omissions insurance in the amount of $1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Vertex pursuant to this Section shall be furnished to the the Company. All such insurance policies, excluding Professional Liability Insurance, shall name the Company, its elected officials, officers, agents, employees, and volunteers as additional insurers, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the Company in the event of cancellation or diminution of coverage.

Vertex also shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the Company evidence of same.

12. **GENERAL PROVISIONS**

12.1 **Assignment**

Neither Party has the right to assign this Agreement without the written consent of the other Party; which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each Party has the right to assign this Agreement to an affiliate of such Party as part of a bona fide corporate restructuring of its group, to an entity which acquires all or substantially all of the assets of the assigning party or to any successor in a divestiture, merger or acquisition upon notice to the other Party. However, any assignment by Vertex in accordance with the foregoing sentence would be inoperative if the assignee is; (i) an entity that had bid for the services covered by this Agreement; or (ii) an entity that the Company has disbarred from providing goods or services to the Company.
12.2 Severability

If one or more of the provisions in this Agreement shall, for any reason, be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision of the Agreement which can be given effect without the unenforceable or invalid provision or provisions, and to such end the provisions of this Agreement are declared severable. To the extent possible, any such invalid term shall be replaced with a similar but valid provision.

12.3 Indemnity

Vertex shall indemnify and defend the Company and its elected officials, officers, employees and agents from and against all third party claims, losses, damages, and expenses (including reasonable attorneys’ fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are directly caused by or arise out of the gross negligence or willful misconduct of Vertex and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Section shall survive early termination or expiration of this contract.

12.4 Force Majeure

Neither Party to this Agreement shall be held responsible for delay or failure to perform its obligations under this Agreement if such delay or failure is due to circumstances beyond its reasonable control. Each Party agrees to notify the other as soon as reasonably possible of circumstances that cause failure or delay to perform an obligation hereunder. Except for the payment of monies when due and owing for the period and to the extent that a Party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of flood, war, fire, earthquake, explosion or other natural catastrophe or act of God ("Force Majeure Event"), acts of war, terrorism, threats of terrorism, riots, civil disorders, rebellions or revolutions, strikes, work stoppages, quarantines, embargoes and other similar governmental action, or any other similar cause beyond the reasonable control of such party; such Party will be temporarily excused from obligations as a result and to the extent so prevented until the abatement of such Force Majeure Event.

The Term of this Agreement will not be extended by the period of duration of the Force Majeure Event. Notice of any such disability and any abatement will be forthwith given to the other Party by the Party claiming same.

Both Parties shall make reasonable efforts to minimize the frequency, severity, and duration of Force Majeure Events.

12.5 Actions of Other Parties

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if and to the extent such failure or delay is caused by the actions or omissions of the other Party or breaches of this Agreement by the other Party provided that the Party that is unable to perform has provided the other Party with reasonable notice of such non-performance and has used commercially reasonable efforts to perform notwithstanding the actions, omissions or breaches of the other Party.
12.6 Waiver

The failure of either Party to insist in one or more instances upon strict performance of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or relinquishment for the future, and such covenant shall remain and continue in full force and effect. Any waiver shall be effective only if made in writing and executed by the waiving Party.

A waiver or breach or default under the Agreement shall not be a waiver of any other subsequent default. Failure of either Party to enforce compliance with any term or condition of the Agreement shall not constitute a waiver of such term or condition.

12.7 Mutual Representations

Each Party represents and warrants that, as of the Effective Date:

(a) it is a legal entity duly incorporated or formed, as the case may be, validly existing and in good standing under the laws of the province in which it is was incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement.

(b) it has all the necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on its part.

(c) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and

(d) it is not a party to, and is not bound or affected by or subject to, any instrument, Agreement, charter, or bylaw provision, law, rule, regulation, judgment or order that would be contravened or breached as a result of the execution of this Agreement, or consummation of the transactions contemplated by this Agreement.

12.8 Warranty

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, BY VERTEX, INCLUDING BUT NOT LIMITED TO ANY IMPLIED AND/OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED AND/OR STATUTORY WARRANTIES OR CONDITIONS ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND COMPANY HEREBY WAIVES ALL OTHER WARRANTIES. VERTEX MAKES NO WARRANTY THAT THE OPERATION OF THE SERVICES WILL BE ERROR FREE OR WITHOUT INTERRUPTION.

12.9 Notices

Notices required or authorized to be given hereunder shall be deemed sufficiently given if in writing and sent by registered mail or courier to the address of the Party set forth
below or by facsimile to the fax number of a party set forth below, and if so mailed shall be deemed to have been received by the other Party on the fifth business day following the date of mailing (excluding periods during which strikes or other occurrences interfere with normal mail service), or if sent by fax or courier, the notice will be deemed to have been received on the next business day following dispatch.

If to Vertex:

General Counsel
Vertex Business Services
501 W. President Bush Hwy, Suite 350
Richardson,
Texas 75080

If to Company:
Valerie Hudson
101 W. Third St
Dayton, Ohio 45401
Valerie.hudson@daytonohio.gov
(937) 333-3533

LaShea Smith
101 W. Third St
Dayton, Ohio 45401
LaShea.smith@daytonohio.gov
(937) 333-1705

12.10 Governing Law & Jurisdiction

Vertex shall comply with all laws and regulations applicable to the performance of the Services at the place or places at which the Services are performed. This Agreement and performance under it shall be governed by and construed in accordance with the laws of the State of Ohio, without the application of its conflict of laws provisions. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Ohio.

12.11 Personnel and Subcontractors

Vertex shall cause its personnel and subcontractors to abide by the terms of this Agreement. Vertex shall have the right to subcontract any of its responsibilities under this Agreement. Vertex shall remain liable for all actions of subcontractor, as between Vertex and Company, as if Vertex was performing the Services. The rights and licenses granted to Vertex hereunder shall be deemed to include the grant of such rights or
licenses to subcontractors, subject to the provisions of this Agreement. Vertex shall be solely liable and responsible for any and all payments and other compensation to, and the performance of, all subcontractors and their officers, employees, agents, and independent contractors.

12.12 Independent Contractor

By executing this Agreement for professional services, Vertex acknowledges and agrees that it will be providing services to the Company as an “independent contractor.” As an independent contractor for the Company, Vertex shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Section. Vertex shall have no authority to assume or create any obligation on behalf of, or in the name of the Company, without the express prior written approval of a duly authorized representative of the Company.

Vertex, its employees and any persons retained or hired by Vertex to perform the duties and responsibilities under this Agreement are not Company employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the Company. Further, Vertex shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Vertex acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

12.13 Access

Company will provide Vertex such access to its facilities, information, materials, files, equipment and qualified personnel, as reasonably necessary for the performance by Vertex of the Services.

12.14 Restriction on Solicitation

At all times prior to termination of this Agreement and for a period of six months after termination, the Parties shall not, directly or indirectly, induce or attempt to induce any “employee” (as defined below) of another Party to terminate his or her employment, nor, without the prior written consent of the other Party, offer employment, except in the course of a public solicitation for employees, to any “employee” of the other Party. For purposes of this Section, the term “employee” shall mean any employees, agents or subcontractors of either Party who are substantially involved in the development, marketing, servicing, distribution, maintenance, support or use of the Host System, or the Services or who were so involved within the twelve (12) months prior to the date of termination.

12.15 Publicity and Promotion

Neither Party shall use the names(s), trademark(s), or trade name(s) (whether registered or not) of the other Party without securing the other Party’s prior written approval. Notwithstanding the foregoing, Vertex shall be entitled to: (i) publicly announce the award of this Agreement by Company to Vertex, its length, its estimated total contract value, location, number of employees deployed by Vertex under this Agreement, and a brief description of the Services (no other details may be announced by Vertex; (ii) refer to the existence of this Agreement in any proposal to any third party by specifying the
details set out in in this Section 10.15; (iii) publicize and refer to the existence of this Agreement in any internal Vertex communication and publication.

12.16 Remedies Cumulative

Notwithstanding any other provision of this Agreement, and unless otherwise expressly stated herein, all rights and remedies of either Party are in addition to such Party's other rights and remedies and are cumulative, not alternative.

12.17 Entire Agreement/Integration

This Agreement, including the Schedules hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth in this Agreement. This Agreement supersedes all other agreements, representations, warranties, promises, covenants, commitments or undertakings, whether written or oral, with respect to its subject matter.

A reference to approval, authorization or consent in this Agreement means written approval, authorization or consent regardless of whether expressly so stated. Each Party will execute and deliver such further and other agreements, documents and instruments and do such further acts and things as are within its power and as may be necessary or desirable to fully implement or carry out the intent of this Agreement.

This Agreement may be signed in any number of counterparts or facsimile counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document.

12.18 Contract Amendment or Modification

Notwithstanding any other term of this Agreement, any modification or amendment to any provisions of this Agreement (including any Schedules) must be made in writing and signed by an authorized representative of each Party, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

12.19 Non-Discrimination

Vertex shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the Company to terminate this Agreement at its option and may bar Vertex from receiving future contracts from the Company.
12.20 Political Contributions

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

In witness whereof the Parties hereto have executed this Agreement as of the date first written above.

CITY OF DAYTON, OHIO

City Manager

Vertex Data Utility Services LLC d/b/a Vertex Business Services

By: [Signature]

Name: [Signature]

Title: EVP

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

February 25, 2015

Min./Bk.: [Signature]
Page: [Signature]

Clerk of the Commission
SCHEDULES

Schedule A  Implementation, Services, Service Levels
Schedule B  Pricing
Schedule C  Relationship Management
Schedule A: Services & Service Levels

A.1 Service Definition

Vertex will provide the Company with access to the following Services; thereby allowing the Company to manage their Document print/mail and Electronic Bill Presentation and Payment activities.

A.1.1 Document Composition, Print and Mail Services

Document Composition Services

The document composition services to be enabled for the Company are:

- Data receipt & routing - Receipt of your CIS extract billing data in a structured file format from your existing CIS system via Internet FTP communication vehicle using PGP encryption software, for data parsing extraction and composition applications.
- Data extraction & parsing - Data extraction and parsing tools split, parse and route the identified data fields into a relational database for further processing and eventual document composition.
- Document Composition - The initial design and configuration of the electronic document templates for the monthly utility bills and reminder notice applications. The monthly utility bills and reminder notices would require approximately 3 templates to support the applications in question. These templates are then linked to data elements processed in the extraction and parsing routines.
- Business rules application - Sophisticated rules-based logic captures and automates all pre-defined business rules and manual operations associated with traditional document printing and insertion processes.
- Postal processing - The postal processing software facilitates address correction/verification (ACE/CASS Certified) editing/reports and the mail stream database is coded (appended with zip + 4 data) and package codes are appended to indicate weight class. These codes are then passed to the pre-sort process to be sorted and qualified for the proper rate categories. The presort software produces all of the necessary documentation (CASS Certificate) needed for mail presentation to the USPS BMEU (Business Mailing Entry Unit).
- Personalization/Data Management – Composition software that applies personalized messaging applications through the use of barcodes for selective insertion (offline). Advanced data mapping and data management applications enable targeted messaging within the document (online/float text boxes). Bar-codes are also assigned to each document at this stage to support our intelligent insertion equipment, selective insertion applications, amalgamation/commingling of documents and our quality control processes.
- Print File Construction - Data elements and the associated document templates are composed and assembled into electronic documents and rendered into a print file for routing and on-demand production printing. Vertex will utilize a primary production facility and a disaster recovery facility, as required.

Document Printing

The document printing services to be enabled for the Company are:
- High-volume printing – Dynamic laser printing of the composed print file via our distributed print network environment. Quality control checks and balances along with our bar-coding technology ensure the highest levels of data integrity, accuracy and document print quality.

**Document Insertion**

The document insertion services to be enabled for the Company are:

- Intelligent folding & insertion – Bills are grouped, based on barcode identifiers, folded, Business Reply Envelope (BRE) and selective/global inserts sourced and the items inserted into Outer Mailing envelopes (OME).
- Selective and global insertion - Through the use of barcodes and our database management software, inserts are selectively or globally sourced from a series of insert stations (6 insert stations of which 1 is reserved for the BRE) and added to the document package for insertion into the mailing envelope.
- Postal sorting & mail finishing - Processed mail packages are applied with the appropriate postage based on the job account profile information. The sequence of the mail packages is pre-determined from the Postal Processing step. Mail packages are grouped, containerized and labelled according to postal processing regulations.
- Postal facility delivery - The finished mail pieces are audited and delivered to the USPS BMEU (Business Mailing Entry Unit) for postal processing and recipient delivery supporting the defined Service Level Agreement.

**Business Process Management**

The business process management services to be enabled for the Company are:

- Hosting and support for on-line administrative portal for:
  - Monitoring of processes
  - Accessing of operational reports
  - Management of on-document messaging
  - Management of inserts
  - Postage account monitoring
  - Inventory management

**Responsibility Matrix**

<table>
<thead>
<tr>
<th></th>
<th>Function</th>
<th>Dayton</th>
<th>Vertex</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Generation of the invoice and letter data files</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>Set-up of FTP and PGP encryption process to send the invoice and letter data files from the Company billing system to Vertex</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3</td>
<td>Design and provide inserts for inclusion in the print and mail process</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4</td>
<td>Define statement messages and configure business rules for placement on the printed documents</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5</td>
<td>Compose the invoice data file, insert Company defined and provided inserts, print and mail invoices</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
## A.1.2 Electronic Document Archival, Presentment and Payment Services

### Document Archival

The document archival services to be enabled for the Company are:

- Data receipt & routing - Receipt of your core data extract billing files in a flat file format from your billing system via Internet FTP communication vehicle using PGP encryption software, for data parsing extraction and composition applications. After a series of validation, balance acknowledgement/reconciliation and quality control applications the data files are routed to the parsing and extraction engine.
- Data extraction & parsing - Data extraction and parsing tools split, parse and route the identified data fields into a relational database for further processing and eventual document composition. PDF/PNG presentment of source content via a Web browser.
- Composition & Presentment – Upon a request from an authorized internal user, data elements along with the associated document templates are mapped to PNG pages utilizing a robust set of APIs and presented to the Customer in the form of a dynamic web page.
- Storage & Hosting – Storage and archival of all documents loaded within our redundant and secure data centers. Support of up to 8 search criteria for internal access across each document catalogue or type.
- Administration – Access to the Admin and User Consoles for enterprise tracking, management, and support tools.
- Single Sign-on (SSO) - Integration to Company customer care application(s).

### Electronic Presentment

The electronic presentment services to be enabled for the Company are:

  - Continued use of existing Company URL
- Enrolment Processing – Support of a customized enrolment, validation, activation and de-activation program on a biller-direct site Standard Single Sign-On (SSO) support.
- Composition and Presentment - Validation, composition and dynamic rendition of legacy Bill data files into an interactive branded summary and detailed electronic
formats allowing for the granular presentation, customer self-service, and online account management support applications upon request from the Customer.

- Summary register – Supports an actionable summary register (sortable fields with bill date, amount due, account number, etc.) with options to view, pay, download, and get current balance information with links to payment details, filed bills, profile information, and historical payments.
- Decision Support – Display of data in multiple formats with options for downloads and navigation on-demand.
- Notification - e-mail notification/reminders of e-bills availability, forgotten passwords, and new enrolments.
- Self-service – Capture and routing of on-line customer inquiries/issues.
- User Interface Design – Support of a customized User Interface with regards to framing, navigation, and all associated cosmetic elements.
- Balance Update Engine - Support for receipt and processing of customer account balance update file.

**Payment Processing**

The payment processing services to be enabled for the Company are:

- Real-time payment enrolment and validation for ACH, credit card, debit card and ATM PIN-less Debit payment accounts.
- The capture and construction of consolidated, recurring, one-time), future and e-bill integrated payment instruction file creation and delivery.
- Warehousing of payment accounts, profiles, preferences, and payment transactional history.
- Support of a payment scheduling interface (one-time, recurring variable, recurring fixed) and a payment profile and history interface with varying levels of detail.
- Delivery of the payment instruction files to the noted ACH originators and credit/debit card processors for settlement.
  - Merchant service integration to Elavon.
  - ACH banking integration to US Bank.
- Capture and processing of the remittance advice from the processors for A/R posting and reconciliation.
- Integrated reporting and management tools.
- Warehousing and display of transactional payment history, forecasting data and payment profile information in the form of reports and online records.
  - Vertex will migrate 18 months of historical payment information from the Company’s CIS as provided to Vertex in Vertex’s defined file format.
- EFT engine supports the processing of payment files and warehousing of payment profiles along with management tools for new users.

**Responsibility Matrix**

<table>
<thead>
<tr>
<th></th>
<th>Function</th>
<th>Dayton</th>
<th>Vertex</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establishment and ongoing management of merchant agreements</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Establishment and ongoing management of ACH banking accounts</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Collection of payment information from customer and delivery to merchant and ACH processors</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>#</td>
<td>Function</td>
<td>Dayton</td>
<td>Vertex</td>
</tr>
<tr>
<td>----</td>
<td>---------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>4</td>
<td>PCI compliance for all stored and/or managed customer payment data</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5</td>
<td>Creation of remittance file and FTP delivery of PGP encrypted file to Company</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6</td>
<td>Processing of remittance file for purpose of posting to customer account within the CIS</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7</td>
<td>Balancing of remittance file to CIS and depository bank account</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>8</td>
<td>Definition of historical payment data import file</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9</td>
<td>Extraction of up to 18 months historical payment data for the Company's CIS and FTP delivery of file to Vertex in defined format</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>10</td>
<td>Loading of historical payment data into Vertex’s database for on-line, end customer viewing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11</td>
<td>Providing branding requirements for the Vertex hosted and managed web portal</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>12</td>
<td>Configuration of the Company provided branding to the web portal</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### A.1.3 Electronic Marketing
The electronic marketing services to be enabled for the Company are:
- On-site (web site) marketing tools enabling:
  1. e-inserts
  2. pop-up ads
  3. emails
  4. on-site messaging
  5. banner ads

### Responsibility Matrix
<table>
<thead>
<tr>
<th>#</th>
<th>Function</th>
<th>Dayton</th>
<th>Vertex</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Definition and configuration of Electronic Marketing strategy</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>Hosting and support of on-line administrative portal for configuration of Electronic Marketing strategy</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### A.1.4 Mobile Self-Service
The mobile self-service services to be enabled for the Company are:
- The Mobile Browser solution supports the integration with the traditional Biller-direct site [SSO] enrolled one-time and recurring payments, bill viewing, and payment history review. Initial enrolment and set-up of payment/customer accounts needs to be done at the traditional Biller-direct site [Traditional browser]. Mobile Browser supports the Android® and Apple® mobile browser platforms.
- Mobile app supports all functions with the Biller-direct site for the Apple® mobile app platform. Vertex will develop a Mobile App for the Apple devices that will be available within the App Store.
Responsibility Matrix

<table>
<thead>
<tr>
<th>#</th>
<th>Function</th>
<th>Dayton</th>
<th>Vertex</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Definition of Company branding information for the mobile self-service</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>application</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Application and configuration of the supplied branding information to</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>the mobile self-service application</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Hosting and management of the mobile self-service application</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

A.1.5 Implementation of Solution

The implementation project will be executed using the structure and processes described in this section.

Project Roles

Vertex will staff a project team consisting of:

- Executive sponsorship
- Overall program manager
- Business, solution and functional subject matter experts
  - Business Analysis
  - Development
  - Testing
  - IT operations

The anticipated Company resources include:

- Executive sponsorship
- Company project manager
- Business and functional subject matter experts
- Technology support

The Project Team: The core project team, led by the program manager will meet weekly or as needed to do the following;

- Tactical management of implementation project activities
- Track key project deliverables and milestones
- Address any project level issues that arise
- Track project performance against timeline

The Steering Committee: Executive sponsorship and program management will meet every two weeks to:

- Review high level project status
- Review the Transition Program Plan (project plan) and progress made to schedule.
- Identify project risks, explore alternatives and report status to executive sponsors.
Identify change requests via the project change control process.
Track project performance against timeline
Escalation management
Review changes to scope and/or assumptions that impact the project timeline or budget and provide resulting direction to project team.

Methodology
The implementation project will be based on a 6 phase (sometimes overlapping) approach:

1. Project Planning
2. Analysis and Design
3. Build
4. Test
5. User Acceptance
6. Implementation

Project Planning
This phase consists of:

• Assigning and ramping-up the project team
• Delivery to Company the project start-up kit
• Initial creation of the implementation specific business requirements document and project plan
• Facilitation of the project kick-off meeting(s)

Analysis and Design
This phase consists of:

• Completion of the project start-up kit
• Documentation of configuration options
• Gathering and documentation of any custom business requirements
• Final agreement of the implementation specific business requirements document and project plan

Build
This phase consists of:

• Implementation of the base solution components and administration portal
• Document form design, data mapping and composition
• Job set-up and initial operational configuration
• Web and mobile site configuration and branding
• Payment processing configuration and integration
• Stock design and consumable ordering
- Test planning
- Unit and Systems testing

**Test**
This phase consists of:
- End-to-end and integration testing

**User Acceptance**
This phase consists of:
- User training
- User acceptance testing

**Implementation**
This phase consists of:
- Deployment to production of the final solution
- Migration of historical data and existing user profiles
- Go-live of systems

The final project and implementation plan with milestone and Go-live dates will be determined and finalized over the Project Planning & Analysis and Design phases.

Company shall provide inputs, review documents and complete acceptance testing promptly, and in any event within timelines set forth in the Responsibility Matrix below. Failure by the Company to comply with the foregoing requirement may lead to changes in timelines, costs and/or fees and any such changes shall be addressed through a PCR issued by Vertex.

### Responsibility Matrix

<table>
<thead>
<tr>
<th>#</th>
<th>Function</th>
<th>Dayton</th>
<th>Vertex</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Program and project management for overall implementation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Creation and maintenance of project schedule and status reporting</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Deliverable Acceptance <em>(Within 3 business days of submission)</em></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Management for Company activities and associated resources</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Change Request Approval – <em>(within 3 business days of submission)</em></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Change Request Estimate – <em>(with 10 business days of request)</em></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Release management, risk management, quality control, communication</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>management and transition management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Function</td>
<td>Dayton</td>
<td>Vertex</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>8</td>
<td>Issue and scope management</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>9</td>
<td>Selection of configuration and business options</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Documentation and system configuration and business requirements</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11</td>
<td>Acceptance of system configuration and business requirements</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>One day user training</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>13</td>
<td>Execution and acceptance of one week user acceptance testing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>14</td>
<td>UAT Support</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

A.2 Service Level Summary (SLA)

Vertex shall perform the Services in accordance with the service levels set forth in this Section A.2.. Changes to the business or operating processes or environment may require the Parties to re-negotiate appropriate service levels in accordance with Section 3 of this Agreement.

<table>
<thead>
<tr>
<th>Key Service Criteria</th>
<th>Measurement Period</th>
<th>Hours</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-line bill images available to the consumer</td>
<td></td>
<td>Available on-line within 12 hours of receipt of billing file</td>
<td>99%</td>
</tr>
<tr>
<td>System availability via the Internet for all Vertex supported applications</td>
<td>Monthly</td>
<td>Systems available 24 x 7 excluding scheduled maintenance</td>
<td>99% system uptime Events that are beyond the control of Vertex, such as web brownouts, consolidator/payment processor unscheduled downtime, and scheduled maintenance are not included. Vertex will provide 48</td>
</tr>
<tr>
<td>Service Description</td>
<td>Frequency</td>
<td>Timeframe and Details</td>
<td>% of Delivery On-Time</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>--------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Delivery of payment request (draft request) files to</td>
<td>Monthly</td>
<td>Payments will be sent to the payment providers at 2 PM ET and 8 PM ET each business</td>
<td>99% of items</td>
</tr>
<tr>
<td>the Company's payment providers</td>
<td></td>
<td>day. Payments made after the 8 PM ET cutoff will go out on the 2 PM ET file the</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>following day. Payments made after the 2 PM ET cutoff and prior to the 8 PM ET</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ET cutoff will go out on the 8 PM ET transmission</td>
<td></td>
</tr>
<tr>
<td>Delivery of remittance files to the Company for</td>
<td>Monthly</td>
<td>Remittance files will be delivered to Company by 6 AM ET containing payments made</td>
<td>99% of items</td>
</tr>
<tr>
<td>processing</td>
<td></td>
<td>up to the 8 PM ET cutoff the previous day.</td>
<td></td>
</tr>
<tr>
<td>Timely email delivery</td>
<td>Monthly</td>
<td>Emails to be sent within 4 hours of triggering event</td>
<td>99% of emails</td>
</tr>
<tr>
<td>Document print and mail</td>
<td>Monthly</td>
<td>Percentage of</td>
<td>99% of documents</td>
</tr>
<tr>
<td>Documents delivered to the USPS, excluding reprints. Files received prior to 6 PM ET will have delivery to the USPS by 6 PM ET the next business day</td>
<td>Delivered to the USPS on-time.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule B: Pricing

B.1 Pricing

The Company shall pay Vertex the fees for the Services in accordance with the prices contained in this Schedule and the payment terms contained in Section 6 of the Agreement.

B.1.1 Implementation Fees:

<table>
<thead>
<tr>
<th>Service Implementation Fees</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print and Mail</td>
<td>$ 52,992.00</td>
</tr>
<tr>
<td>Electronic Bill Presentment and Payment</td>
<td>$ 35,833.00</td>
</tr>
<tr>
<td>Mobile Self-service</td>
<td>$ 16,667.00</td>
</tr>
</tbody>
</table>

Payment of the implementation fees set forth above shall become due and payable by the Company to Vertex as follows:

(i) $52,746 on the Effective Date; and
(ii) $52,746 on the Services being operational (or available to be operational).

Implementation fees include:

- Project management
- Business requirements gathering
- Business requirements documentation and project planning
- Processing of Company provided data files for composition data extraction and mapping
- Document template construction
- Business rules application (configuration)
- Programming (as needed)
- Consumables sourcing (paper and envelopes)
- Bar-code and OCR compliance testing
- System testing
- User Training
- Activation of the following application modules:
  - Document composition
  - Document template manager
- On-document messaging manager
- Insert manager
- Document archival
- Payment processing
- On-site (web site) marketing
- Mobile self-service

Implementation templates will be as follows:

- 3 application/form templates per template category
- 1 invoice template category
- 2 notice template categories
- 1 final and adjusted invoice template category

### B.1.2 Hosting and Support Fees:

<table>
<thead>
<tr>
<th>Monthly Hosting and Support Fees</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Hosting and Support</td>
<td>$ 799.00</td>
</tr>
</tbody>
</table>

### B.1.3 Print and Mail Transactional Fees

<table>
<thead>
<tr>
<th>Print and Mail Transactional Fees</th>
<th>USD</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-processing composition</td>
<td>$0.00267</td>
<td>per impression</td>
</tr>
<tr>
<td>Printing (Cut Sheet)</td>
<td>$0.01659</td>
<td>per sheet</td>
</tr>
<tr>
<td>Automated Folding and Insertion (6 insert station)</td>
<td>$0.03016</td>
<td>per package</td>
</tr>
<tr>
<td>Marketing Insert Fees</td>
<td>$0.00217</td>
<td>per marketing insert, business return envelope is inserted at no charge</td>
</tr>
<tr>
<td>Oversized Folding and Insertion up to 50 pages (Oversized package)</td>
<td>$0.36179</td>
<td>per occurrence</td>
</tr>
<tr>
<td>Manual Folding and Insertion for &gt; 50 pages (Oversized package)</td>
<td>$1.81</td>
<td>per occurrence</td>
</tr>
<tr>
<td>NCOA Link - Address Update</td>
<td>$0.43290</td>
<td>per occurrence</td>
</tr>
<tr>
<td>Courier preparation</td>
<td>$1.66</td>
<td>per occurrence</td>
</tr>
<tr>
<td>IMB (Intelligent Mail Bar-Code)</td>
<td>$217</td>
<td>per month</td>
</tr>
<tr>
<td>Consumable Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>Pass through</td>
<td></td>
</tr>
<tr>
<td>Outer Mailing Envelope #10 (OME)</td>
<td>$0.01960 per envelope</td>
<td></td>
</tr>
<tr>
<td>Business Reply Envelope #9 (BRE)</td>
<td>$0.02270 per envelope</td>
<td></td>
</tr>
<tr>
<td>Form Type #1 (cut sheet paper)</td>
<td>$0.01680 per page</td>
<td></td>
</tr>
<tr>
<td>Form Type #2 (cut sheet paper page 2)</td>
<td>$0.01680 per page</td>
<td></td>
</tr>
<tr>
<td>9 x 12 Outer Mailing Envelope (OME)</td>
<td>$0.25000 per page</td>
<td></td>
</tr>
<tr>
<td>Insert Production</td>
<td>Specific per request</td>
<td></td>
</tr>
<tr>
<td>Inventory storage fee</td>
<td>$36.07 per pallet, per month</td>
<td></td>
</tr>
<tr>
<td>Inventory recycling fee</td>
<td>$0.00144 per item recycled</td>
<td></td>
</tr>
<tr>
<td>Inventory return fee</td>
<td>$36.07</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print and Mail Transactional fee definitions</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-processing</td>
<td>This fee is applied per image received irrelevant of eventual document production and includes all core document composition activities including Communication/Data Receipt, Data extraction &amp; parsing, Document composition, Business rules application, Personalization, Postal processing and Print File Construction and Routing.</td>
</tr>
<tr>
<td>Printing</td>
<td>This fee is applied per impression and includes the actual application of the ink on a document at the noted distribution facility. This fee includes the actual service of printing and the ink consumables.</td>
</tr>
<tr>
<td>Automated Folding and Insertion</td>
<td>This fee includes the intelligent folding and insertion of said documents into an OME (Outer Mailing Envelope). This fee supports up-to 6 pages into a number 10 OME. This fee does include the insert of a BRE.</td>
</tr>
<tr>
<td>Oversized Folding and Insertion</td>
<td>This fee includes the insertion of said documents into an OME (Outer Mailing Envelope). This fee supports up-to 50 pages into a 9 * 12 OME.</td>
</tr>
<tr>
<td>Manual Folding and Insertion</td>
<td>This fee supports processing of mail pieces that contain more than 50 pages</td>
</tr>
<tr>
<td>Marketing Inserts</td>
<td>Fee charged per insert applied. The BRE is NOT considered a billable Marketing insert.</td>
</tr>
<tr>
<td>IMB</td>
<td>USPS Intelligent Mail Bar-code monthly service fee. This is for the confirm service to track delivery of mail to the customer.</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>NCOA Link</td>
<td>Real-time processing of National Change of Address allows for addresses to be appended on “the fly” and mailed to the updated or new address. All addresses are processed through NCOA cleansing with only addresses appended incurring fees.</td>
</tr>
<tr>
<td>Courier Preparation</td>
<td>Fee includes the creation of the courier label, packaging and preparation activities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consumable Fee definitions</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form Type#1</td>
<td>Includes 1 standardized 24 pound, 8 ½ x 11 cut sheet form with a horizontal perf and pre-printed Company colors (2/1).</td>
</tr>
<tr>
<td>Form Type#2 (Page 2)</td>
<td>Includes 1 standardized 24 pound, 8 ½ x 11 cut sheet form, pre-printed Company colors (2/1).</td>
</tr>
<tr>
<td>Outer Mailing Envelope (#10)</td>
<td>Includes a a # 10 custom, single window envelope, 24 pound, white wove, within liner, a standard window placement and One color</td>
</tr>
<tr>
<td>Business Reply Envelope</td>
<td>Includes a # 9 Custom BRE (3 ¾ * 8 ¾ ), 24 pound, with 1 color, non-window</td>
</tr>
<tr>
<td>9 x 12 Outer Mailing Envelope</td>
<td>Includes 1 standard #9 X 12 Outer Mailing Envelope, 24 pound, white wove with standard window(s)</td>
</tr>
<tr>
<td>Insert Production</td>
<td>Fees are based on size, quantities, colors, stock weight, size, volume, etc. Our insert production department will provide quotes per insert project.</td>
</tr>
<tr>
<td>Inventory Recycle</td>
<td>Applies to OME, BRE, letterhead and inserts. When physical inserts are recycled, the insert will automatically deactivate the inventory item and will not be available for use in any future campaign.</td>
</tr>
<tr>
<td>Inventory Return</td>
<td>Use of a third party courier to ship inventories back to the Company. Courier charges are extra.</td>
</tr>
</tbody>
</table>

**Pricing Notes:**

1. Post implementation Professional Services hours are billed out at rate outlined in the Professional services rate card for adjustments to the in-production system. An estimate will be created with respect to the number of billable hours required and a statement of work signed prior to work commencing.
2. Adjustments to the in-production system requiring less than 4 hours of total professional services can be managed through the ticketing system.
3. Provider reserves the right to increase consumable pricing (paper and envelopes) based on an industry wide increase which is established through public articles from at least two pulp and paper mills.

4. Black is considered a color if pre-printed on the form but not if dynamically printed on the document.

5. Form definitions do not support form "bleeds" (there must be a white margin).

6. Colors can be used on front and back of the form but are limited to 4 colors in total (i.e. 4/0 or 2/2).

7. Customized consumable orders support a minimum 3 month order (50,000) and usage rate of 17,000 per month – situations outside of these requirements require special pricing.

8. Requirements to order or change consumables prior to depletion of current stock will result in additional fees (cost to destroy existing stock and/or premium fee for low volume consumable orders).

9. Upon termination of the agreement Customer is required to pay for any remaining consumable inventory at the noted fees referenced within this schedule.

10. Vertex is not responsible for the delivery timelines within the postal system and can only control and adhere to SLA with regards to the receipt, production, print, insertion and mail finishing services supported within our solution.

11. Requirements to destroy inserts or stock will result in a destruction fee – reference Applicable schedule.

12. In the event that changes are required that would alter the scope defined by this contract, a Project Change Request ("PCR") will be initiated.

13. Client must leverage Vertex and the then current pricing specific to the consumable elements of the Vertex solution.

14. Document Template Manager upfront fee does includes the establishment of two (2) client specific document templates.

15. Storage Fees are charged for the storage of Consumables/inserts under the following circumstances:
   (i) If Consumables are not secured through Vertex directly. Consumables are defined as Letterhead, Outer Mailing Envelopes and Business Reply Envelopes.
   (ii) Inserts received two months or more prior to insert start date.
   (iii) Request to store inserts after initial campaign run for future usage. (Exceeds 90 days)

16. A maximum limit of 3 months' worth of consumable inventory can be stored at our facilities. Any requests for greater than 3 months storage for Consumables will result in Storage Fees.

17. Post campaign; residual inserts that have been inactive for more than 2 months will result in Storage Fees.
B.1.4 Electronic Bill Presentment and Payment Transactional Fees

<table>
<thead>
<tr>
<th>EBPP Transactional Fees</th>
<th>USD</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document archival transaction fee</td>
<td>$0.00361</td>
<td>per impression</td>
</tr>
<tr>
<td>Archived document customer viewing</td>
<td>$0.08658</td>
<td>Per initial view of archived document by end customer. Subsequent views are at no cost. Views by Company support staff are at no cost.</td>
</tr>
<tr>
<td>Email notification with attached, secure .pdf</td>
<td>$0.14430</td>
<td>Per email sent with attached .pdf</td>
</tr>
<tr>
<td>Email notification with embedded link</td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td>Attached, secure .pdf processing</td>
<td>$0.02886</td>
<td>Per page of attached .pdf</td>
</tr>
<tr>
<td>Credit card and ACH processing</td>
<td>$0.06490</td>
<td>Per payment transaction</td>
</tr>
<tr>
<td>Biller-direct remittance</td>
<td>$0.01450</td>
<td>Per item included in remittance file</td>
</tr>
<tr>
<td>Notification Manager SMS</td>
<td>$0.07215</td>
<td>Per SMS message</td>
</tr>
</tbody>
</table>

Pricing Notes:

1. Document archival transaction fee applies to the back-loading of historical data (data migration).
2. Viewed pricing metric is only levied towards outside customers. Internal employees can access all bills an unlimited number of times with no presentment fees.
3. View pricing metric refers to bills that have been viewed by the Customer. Transaction fees are only applied once. Bill can be viewed an unlimited number of times.
4. View fee is applied irrelevant if the end customer is viewing on a mobile browser or a traditional desktop browser.
5. SMS transactional fees are applied per SMS transactions (in-bound and outbound).
6. ACH transactional fees do not include ACH origination charges – levied directly by originator.
7. Credit card authorization, settlement and interchange fees are separate and applied directly by the acquirer.
8. Return fees are applied to all returns (i.e. invalid account number, NSF, NOC, etc. for ACH) and are levied directly by the ACH originator to the Biller.
9. The Payment Module supports a non-convenience fee or Biller-Fund payment model, pricing in this schedule assumes a non-convenience fee model.
10. EFT Application supports legacy EFP processing and support for existing and net new EFT customers.
11. Biller Direct remittance fee is applied to each payment settled within the Payment Module—one-time, recurring, or EFT.
12. Notice of change (NOC) processing is available based on the ODFI.
13. The payment fee is applied irrelevant if the payment is made on the website, via e-mail, or a mobile device.
14. Presentment and payment fees are consistent across e-mail, traditional browser, mobile browser, and mobile app delivery channels.
15. There is no presentment fees apply for summary delivery of content delivered via a SMS/Text. Only fee is the text charge and the existing payment fee [same fee for all other channels] if they pay via this device.
16. Activation of pay by text functionality will require an incremental implementation fee.
17. The Verizon carrier is not certified at this time for payments.

B.1.5 Professional Services Fees

<table>
<thead>
<tr>
<th>Professional Services Rates</th>
<th>USD</th>
<th>per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>$180.00</td>
<td></td>
</tr>
</tbody>
</table>
Schedule C: Relationship Management

C.1 Governance Process Description

The implementation of an effective Governance methodology will allow Company to manage the relationship with reasonable effort to ensure that services with minimal defects are delivered in the most effective way. The Governance process is intended to establish the working structure of communication between Company and Vertex as well as to define Company's expectations and criteria regarding the provision of the described processes. The stipulations within this document will provide the framework for the ongoing management, measurement and maintenance of the Vertex-provided services and the responsibility to the relationship between Company and Vertex.

**Business Objective:** (1) To provide Company and Vertex with an effective vehicle for Communication.

**Scope:** Vertex will provide governance and has full responsibility to perform all in-scope functions for deploying technical resources in a cost-effective and measurable manner. The stipulations stated in this document include, but are not limited to: timely billing of Company accounts, management of strategic additions or function upgrade function requests, contract change management, performance and status reporting/reviews, problem management, change management and project management. The scope of services provided by Vertex will be documented and measured against the stated Service Level Specifications.

Vertex and Company will hold management meetings to review the success and performance of the services provided by Vertex using phones and online meetings.

<table>
<thead>
<tr>
<th>Monthly Conference Call</th>
<th>Purpose:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>To discuss any issues relating to Vertex's provision of services, problem status and updates, operational issues, end user complaints, and delivery successes.</td>
</tr>
<tr>
<td></td>
<td>To discuss any issues relating to Vertex's provision of services that need immediate attention of management.</td>
</tr>
</tbody>
</table>

**Action:**

- To hold a monthly meeting and to produce and communicate a list of updates, topics and actions.

<table>
<thead>
<tr>
<th>Quarterly Conference Call</th>
<th>Purpose:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>To review Vertex performance over the previous three (3) months, including Service Metrics, costs, and process issues.</td>
</tr>
<tr>
<td></td>
<td>Attendees would include Company's Solution Coordinator and Company Manager from Vertex.</td>
</tr>
</tbody>
</table>

**Action:**

- To hold the meeting quarterly (as required) and to produce and communicate a list of topics and actions.
| Annual | **Purpose:**  
|        | • To review the service metrics and determine if there are changes to be made. |
|        | **Action:**  
|        | • To hold an annual meeting (conference call) to review the service metrics and determine if changes are to be made. |
NUISANCE ABATEMENT PROGRAM
CDBG RESIDENTIAL DEMOLITION I – 2020
(10% HUD SECTION 3 PARTICIPATION GOAL/10% HUD SECTION 3 PARTICIPATION ACHIEVED)
(FEDERAL CDBG FUNDS)

The Contractor will supply all materials, tools, and personnel for the demolition and disposal of approximately 75 residential buildings or equivalent volume, which includes apartment buildings three stories or less, and all associated building material and incidentals thereto. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding. There is no list of structures designated for demolition under this bid.

Four bids were received for this project. It is recommended that the contract be awarded to the second lowest bidder, Bladecutters, Inc., in the amount of $622,000.00, the base bid. The apparent low bidder, FCS Construction Services, was disqualified due to a conflict of interest. The estimated cost for the project was $636,000.00. The time bid for completion is 100 working days.

This project is being funded using Federal CDBG Funds.

A Certificate of Funds, Tabulation of Bids, Human Relations Council’s verification letter, and the Bid Form from the firm recommended for award are attached.

Approved by City Commission

Clerk

Date

Updated 10/2019
"CMR — FINAL-NAP CDBG Residential Demolition I - 2020" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-01-29 - 7:22:45 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2021-01-29 - 7:23:09 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2021-01-29 - 7:32:31 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2021-01-29 - 7:32:54 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2021-01-29 - 7:32:54 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X NEW CONTRACT

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$622,000.00</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$622,000.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
</tr>
</tbody>
</table>

X RENEWAL CONTRACT

<table>
<thead>
<tr>
<th>Amount: $622,000.00</th>
</tr>
</thead>
</table>

X CHANGE ORDER

<table>
<thead>
<tr>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial City Manager’s Report</td>
</tr>
<tr>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Copy of City Manager’s Report</td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Fund Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Fund Code</th>
</tr>
</thead>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Bladecutters, Inc. 937.274.3861
Vendor Address: 5440 N. Dixie Drive Dayton OH 45414
Federal ID: 31-1265427
Commodity Code: 96832
Purpose: Nuisance Abatement Program CDBG Residential Demolition I - 2020 (10% HUD Section 3 Participation Goal) (Federal CDBG Funds)

Contact Person: Ariane Cook

Originating Department Director’s Signature: 1/29/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 2-2-2021

CF Prepared by: 3/1/2021 CT21-2921

Finance Department

October 18, 2011
November 25, 2020

TO:        Don Long, Housing Inspection Supr., Interim Division Manager
           Planning and Community Development,
           Housing Inspection

FROM:      Chrisondra Goodwine, Contract Compliance Officer
           Human Relations Council (HRC)

SUBJECT:   NAP CDBG Residential Demolition I-2020  (10% HUD Section 3
           Participation Goal)

The apparent low bidder, FCS Construction Services, bid was disqualified due to a conflict of
interest (See the attached letter from the City of Dayton’s Law Department). The second low bidder,
Bladecutter’s Inc., submitted a bid utilizing one (1) HUD Section 3 certified contractor to meet the
project’s participation goal. The HRC’s contract compliance analysis has verified that Bladecutter’s
Inc. is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that
the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring
practices.

The recommended company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bladecutter’s Inc.</td>
<td>$622,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bladecutter’s Inc.</td>
<td>$62,200.00</td>
<td>10% HUD</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION    | 10% HUD              |

The attached participation forms should be included with the contract agreement. Contract
compliance will include meeting verified participation and minimal worker utilization goals as stated
submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG
November 10, 2020

Dwight D. Brannon, Esq.
Brannon & Associates
130 West Second Street, Suite 900
Dayton, OH 45402-1590

Re: NAP CDBG Residential Demolition I-2020 Contractor Statement

Dear Mr. Brannon:

I am writing in response to your letter dated October 30, 2020 to Mr. Joseph Weinl in the City of Dayton’s Civil Engineering office. This Department has reviewed FCS Construction Services’ bid for a demolition project with the City for a potential conflict of interest. As stated in your communication, Mr. Sean Frazee, a Dayton firefighter, is an employee of FCS Construction Services, which is his wife’s company.

A conflict of interest exists under both state and local law. R.C. 2921.42(A)(4) prohibits a public official from “[having] an interest in the profits or benefits of a public contract entered into by or for the use of the political subdivision or governmental agency or instrumentality with which the public official is connected”. Per R.C. 2921.01, Mr. Frazee is a public official. Further, in accordance with staff advisory guidance from the Ohio Ethics Commission, Mr. Frazee has an interest in his wife’s business by virtue of him being an employee of FCS. You assert in your communication that Mr. Frazee’s employment with the fire department has no substantial connection to the public works demolition contract, however, the prohibition in R.C. 2921.42(A)(4) applies to the entire political subdivision. Neither the language of R.C. 2921.42(A)(4), nor the Ohio Ethics Commission opinions on point, narrow the prohibition to just a public officials’ particular department within a political subdivision.

The Ohio Ethics Commission has made it clear that a spouse has the power to enter into contracts in his or her own right, and that it should not be assumed that a public employee has an interest in his or her spouse’s contract. However, in this case a conflict does exist due to Mr. Frazee working as an employee of FCS.

Additionally, a conflict of interest exists pursuant to the Dayton City Charter. The Ohio Ethics Commission sets forth minimum standards of ethical behavior for public officials. The City has the right to implement a more restrictive rule or policy than the Ethics Law. Dayton City Charter Section 6 reads in part: “No ... employee shall have any interest in the profits or emoluments of any contract, ... for the city.” The prohibition contained in the Charter is clear. Mr. Frazee is prohibited from having any interest in the profits or emoluments of any City contract, yet he has

---

1 See attached Ohio Ethics Commission Advisory Opinion re: William Haggy
2 See attached Ohio Ethics Commission Advisory Opinion re: Bala
an interest in the FCS Construction Services demolition contract due to his employment with FCS. For this reason, the City is prohibited from awarding the demolition contract to FCS Construction Services.

Sincerely,

[Signature]

John C. Musto
Chief Trial Counsel
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Nuisance Abatement Program
CDBG Residential Demo 1-2020

Bidder
Bladecutters
5440 N Dixie Dr
Dayton, Oh 45414
**NAP, CDBG Residential Demolition I -2020 (#7059524)**

**Owner:** City of Dayton Ohio  
**Solicitor:** Dayton OH, City of  
**08/27/2020 12:00 PM EDT**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UofM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$622,000.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Structural Demolition</td>
<td>CF</td>
<td>3000000</td>
<td>$0.20</td>
<td>$585,000.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Debris Removal</td>
<td>CF</td>
<td>20000</td>
<td>$0.20</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Landscaping</td>
<td>SF</td>
<td>300000</td>
<td>$0.11</td>
<td>$33,000.00</td>
</tr>
</tbody>
</table>
DISCLOSURE OF LITIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, “affiliated” means directly or indirectly controlling, controlled by, or under common control, with “control” meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES ☐ NO ☒

If your response is “YES” please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address


Corporation
Name
Bladecutters Inc

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
John Scott - President

Home Office Address
5440 N Dixie Dr, Dayton Oh 45414

Local Address

Telephone 9372743801  Fax 9372749300
E-mail Jlscott@bladecutters.com

Federal I.D.# 31-1245427

Dated this 26th day of August, 2020

Bidder: Bladecutters Inc
(Person, Firm, or Corporation)

By: Jlscott

Title: President
Bid Guaranty and Contract Bond
(Section 153.571 and 3929.121 Ohio Revised Code)

5440 N. Dixie Drive, Dayton, Ohio 45414
as principal and Westfield Insurance Co. as sureties, are hereby held and firmly bound unto City of Dayton
as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on August 26, 2020 to undertake the project known as CDBG Residential Demo I-2020. The penal sum referred to herein shall be the dollar amount of the principal’s bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of $100,000 dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal’s bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for CDBG Residential Demo I-2020.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said Bladecutters, Inc.

shall well and faithfully do and perform the things agreed by Bladecutters, Inc.

to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omission, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 19th day August 2020.

PRINCIPAL: Bladecutters Inc.

SURETY COMPANY ADDRESS:
BOND DEPARTMENT
WESTFIELD INSURANCE CO.
P. O. BOX 5001, 1 PARK CIRCLE
WESTFIELD CENTER, OHIO 44251-5001

SURETY AGENT’S ADDRESS:
AGENCY NAME: Hamler Gingrich Insurance Agency Inc.
STREET: 102 N. Miami St.
CITY, STATE, ZIP: West Milton, Ohio 45383

BD5965WF (11-01)
CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents, make constitute and appoint

MARK T. HAMLER, LINDA K. SWIGART, MATT JAMES GINGRICH, TIFFANY MORGAN, KURT HAMLER, JULIE A. PAULUS,

JOINTLY OR SEVERALLY

of WEST MILTON

and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed SEVEN MILLION DOLLARS AND NO CENTS ($7,000,000).——

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 23rd day of APRIL A.D., 2015.

By: Dennis P. Baus, National Surety Leader and Senior Executive

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

On this 23rd day of APRIL A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

By: David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of August A.D., 2020.

By: Frank A. Carrino, Secretary

BPOAC1 (combined) (06-02)
BID BOND

Amount $622,000

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of __________________________ Dollars, for the payment of which well and truly to be made, we hereby, jointly and
severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,

__________________________________________________________

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to
the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the
Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this _____ day of ____________________, 20______ .

__________________________________________________________

Bidder

__________________________________________________________

Surety

__________________________________________________________

Name of Insurance Agency

__________________________________________________________

Address of Insurance Agency

Telephone___________ FAX________________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, ___________ [Name] hereby certify that
(print name – an Officer of the company)

Blade Cutters Inc. [Company Name] meets the following Contractor requirements relating to this City of Dayton construction project:

Check All That Apply:

☐ Comply with all City of Dayton income tax obligations and requirements

☐ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

☐ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☐ Comply with the State of Ohio Bureau of Worker’s Compensation Drug Free Workplace Policy

☐ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☐ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: ____________________________  
(signature)

Title: ___________ [Title]

Date: ___________ [Date]
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

Health Ins.

B. Please identify any “bona fide apprentice training program” in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

E. Provide a complete listing of any determinations of the bidder’s violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO
COUNTY OF Montgomery ss:

John L. Scott

being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Bladecutters Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):
   □ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
   □ Corporation organized and existing under the laws of the State of Ohio.
   □ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: ____________________________

Title: President

[Signature]
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio        SS:
COUNTY OF Montgomery

John L. Scott, being first duly sworn deposes and
states that:

(1) He/she is President of
    Bladecutters, Inc.
    (business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid
    and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
    representatives, employees or parties in interest, including this affiant, has in any way
    colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm
    or person to submit a sham Bid in connection with the Contract for which the attached Bid
    has been submitted or to refrain from offering in connection with such contract, or has in
    any manner, directly or indirectly, sought by agreement or collusion or communication or
    conference with any other Bidder, or to secure through collusion, conspiracy, connivance
    or unlawful agreement any advantage against the City of Dayton, its employees, or
    citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted
    by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder
    or any of its agents, representatives, owners, employees, or parties in interest including
    the affiant.

SIGNED
President

TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Nuisance Abatement Program
NAME CDPC Residential Demo LOCATION 2020

During the performance of this contract:
CONTRACTOR: Bladecutters
ADDRESS: 5440 N Dixie Dr
Dayton, OH 45414
TELEPHONE / FAX: 937-274-3861/274-9306

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

Part I: Requirements. To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Goals of Minority Worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilization Expressed in Percentage Terms</td>
</tr>
<tr>
<td>From 1/1/2000 to Present</td>
</tr>
<tr>
<td>11.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goals of Female Worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilization Expressed in Percentage Terms</td>
</tr>
<tr>
<td>From 4/1/80 to Present</td>
</tr>
<tr>
<td>6.9%</td>
</tr>
</tbody>
</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.

c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Bladecutters Inc (Contractor) certifies that:

1. The following listed construction trades will be used in performance of this project.

   Trucking

   Dumping

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: __________________________

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Section 3 Plan Template

Section 3 Plan

Company

Bladecutters Inc

Address

51440 N Dixie Dr.
Dayton OH 45414

Phone

937-274-3861

Email

JLScott@bladecutters.com

Website

www.bladecutters.com

Company Section 3 Coordinator

John Scott

Name of Authorized Representative

John Scott

Project Name

Nuisance Abatement Program
CDGB Residential Demo 1 - 2020

Project Location

Various

Bid Amount

$22,000.00
SECTION 3 PLAN

This document serves as the Section 3 Plan for Residential in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.
LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED
EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of
employees as of the date the Section 3 Plan is submitted for approval along with anticipated new
hires. A list of employees can be submitted on the Worker Utilization Form included in the
appendices or an official company form that includes the same information requested on the
Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for
compliance with the stated employment, training and contracting goals. When preparing the list,
please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3
Residents.
### SECTION 3 TRAINING AND EMPLOYMENT GOALS

**Name of Project:** Nuisance Abatement Program CDIG Los. Demo 1 - 2020  
**Name of (Sub)Contractor:** Bindecutters Inc.  
**Amount of Award:** $622,000

<table>
<thead>
<tr>
<th></th>
<th>Number of Anticipated Hires</th>
<th>Number of Filled Positions</th>
<th>Number of Section 3 Hires</th>
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</thead>
<tbody>
<tr>
<td>Skilled</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unskilled Trainees</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Semi-Skilled Trainees</td>
<td></td>
<td></td>
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<tr>
<td>Professional &amp; Admin</td>
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<td></td>
</tr>
<tr>
<td>Clerical</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**CITY OF DAYTON WORKER UTILIZATION REPORT FORM**

**NAME OF PROJECT:** CDBG Residential Demo 1 - 2020

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**To:** Section 3 Coordinator  
Human Relations Council  
371 West Second Street  
Suite 100  
Dayton, OH 45402

---

**Bladecutters Inc.**  
5440 N Dixie Dr  
Dayton, OH 45414

---

**COMPLETE THE INFORMATION FOR ALL EMPLOYEES**

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID</th>
<th>Address</th>
<th>Date of Hire</th>
<th>Ethnic Group</th>
<th>Sex</th>
<th>Trade</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terry Craig</td>
<td>7175</td>
<td>1512 Sla Hester</td>
<td>5/10/12</td>
<td>X</td>
<td>X</td>
<td>Laborer</td>
<td></td>
</tr>
<tr>
<td>Jamie Hartman</td>
<td>4129</td>
<td>2027 Homestary</td>
<td>1/6/12</td>
<td>X</td>
<td>X</td>
<td>Office Hr</td>
<td></td>
</tr>
<tr>
<td>Jerron (Grubba)</td>
<td>0137</td>
<td>1634 Daley</td>
<td>5/10/12</td>
<td>X</td>
<td>X</td>
<td>Landscape</td>
<td></td>
</tr>
<tr>
<td>Matt Shepherd</td>
<td>5683</td>
<td>324 Eastview</td>
<td>4/10</td>
<td>X</td>
<td>X</td>
<td>Lawn Crew</td>
<td></td>
</tr>
<tr>
<td>Dave Smith</td>
<td>3453</td>
<td>2005 Pflue 14600</td>
<td>03/14</td>
<td>X</td>
<td>X</td>
<td>Lawn Crew</td>
<td></td>
</tr>
<tr>
<td>Richard Turner</td>
<td>8479</td>
<td>3601 Shaker</td>
<td>4/13</td>
<td>X</td>
<td></td>
<td>Landscape</td>
<td></td>
</tr>
<tr>
<td>Matt Hildebrand</td>
<td>6917</td>
<td>1007 Willenhigh</td>
<td>9/14</td>
<td>X</td>
<td>X</td>
<td>Mechanic</td>
<td></td>
</tr>
<tr>
<td>Jason Moon</td>
<td>7485</td>
<td>5199 Hinkel</td>
<td>4/15</td>
<td>X</td>
<td></td>
<td>Landscape</td>
<td></td>
</tr>
<tr>
<td>Antoinne Smith</td>
<td>7593</td>
<td>4952 Body Filler</td>
<td>8/20</td>
<td>X</td>
<td>X</td>
<td>Lawn Crew</td>
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<tr>
<td>John Blackley</td>
<td>4581</td>
<td>714 Plymouth</td>
<td>9/14</td>
<td>X</td>
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</tr>
<tr>
<td>Paul Brooks</td>
<td>4994</td>
<td>757 Forte</td>
<td>5/14</td>
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<td>X</td>
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<tr>
<td>Blake Burton</td>
<td>4911</td>
<td>45 Gerlaugh</td>
<td>4/19</td>
<td>X</td>
<td></td>
<td>Landscape</td>
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**WORKFORCE GOALS:**  
MINORITY - 11.5%  
FEMALE - 6.9%  
SECTION 3 - 30% OF NEW HIRES
<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID (If SSN, last four digits.)</th>
<th>Address (street address and zip code)</th>
<th>Date of Hire</th>
<th>Ethnic Group</th>
<th>Sex</th>
<th>Trade</th>
<th>Classification</th>
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<tbody>
<tr>
<td>Louis Carr</td>
<td>6350</td>
<td>1315 Kunkle</td>
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<tr>
<td>Bobby Conner</td>
<td>9218</td>
<td>14015 College 45437</td>
<td>6/18</td>
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<td></td>
<td>Lawn Care</td>
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<tr>
<td>Norma Coolsen</td>
<td>5491</td>
<td>1015 S Ardena 45411</td>
<td>4/19</td>
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<tr>
<td>Caden Duchaine</td>
<td>2144 Cadle 45414</td>
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<td>5/20</td>
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<td>Landscaper</td>
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<tr>
<td>Doug Fisher</td>
<td>3782</td>
<td>2606 Danero 45402</td>
<td>5/23</td>
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<td>V</td>
<td>Delivery Driver</td>
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<tr>
<td>Ron Hershberger</td>
<td>1663</td>
<td>2821 Rustad 45416</td>
<td>12/17</td>
<td>X</td>
<td></td>
<td>V</td>
<td>Operator</td>
</tr>
<tr>
<td>Vince Hoskins</td>
<td>5542</td>
<td>8130 Ste V 45418</td>
<td>3/18</td>
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<td>V</td>
<td>Operator</td>
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<tr>
<td>Nate Hunter</td>
<td>0773</td>
<td>1425 Poplar 45338</td>
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<td>V</td>
<td>Operator</td>
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<tr>
<td>Marcell Jones</td>
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<td>5433 Schofield 45414</td>
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<td>V</td>
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<td>Ricky Jones</td>
<td>6557</td>
<td>657 Bowen 45410</td>
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<tr>
<td>Donald King</td>
<td>5501</td>
<td>3420 Maumee 45414</td>
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<td>V</td>
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WORKFORCE GOALS: MINORITY - 11.5%  FEMALE - 6.9%  SECTION 3 - 30% OF NEW HIRES
### CITY OF DAYTON WORKER UTILIZATION REPORT FORM

**NAME OF PROJECT:** CDBG Residential Demo 1 - 2020

**To:** Section 3 Coordinator  
Human Relations Council  
371 West Second Street  
Suite 100  
Dayton, OH 45402

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID</th>
<th>Address (street address and zip code)</th>
<th>Date of Hire</th>
<th>Ethnic Group</th>
<th>Sex</th>
<th>Trade</th>
<th>Classification</th>
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</thead>
<tbody>
<tr>
<td>Christian Pau</td>
<td>8813</td>
<td>1625 Secom St 45401</td>
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<td>✓</td>
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<tr>
<td>Andrew Stewart</td>
<td>5001</td>
<td>4051 McDade 45416</td>
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<td>✓</td>
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<tr>
<td>Roland Williamson</td>
<td>9020</td>
<td>2163 Grant 45402</td>
<td>3/19</td>
<td>X</td>
<td>✓</td>
<td>✓</td>
<td>Lawn Care</td>
</tr>
</tbody>
</table>

**WORKFORCE GOALS:** MINORITY - 11.5%  
FEMALE - 6.9%  
SECTION 3 - 30% OF NEW HIRES
NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:
These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City’s Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.
STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City's Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company. I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

John L. Scott
COMPANY AUTHORIZED REPRESENTATIVE

[Signature]

President
SIGNATURE OF AUTHORIZED REPRESENTATIVE

[Signature]

TITrLE

COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

JLScott@Bladecutters.com 937-274-3861
EMAIL ADDRESS

Bladecutters Inc

COMPANY NAME:

5440 N. Dixie Dr, Dayton OH 45414

COMPANY COMPLETE ADDRESS

www.bladecutters.com

COMPANY WEBSITE (if applicable)
SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine
HRC SECTION 3 COORDINATOR

[Signature]

DATE

10-21-2020

SIGNATURE OF SECTION 3 COORDINATOR

DATE

Erica Fields
HRC EXECUTIVE DIRECTOR

[Signature]

DATE

10-21-20

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

REPRESENTATIVE OF AWARDED DEPARTMENT

[Signature]

DATE

11/16/2020

SIGNATURE OF DEPARTMENT REPRESENTATIVE

DATE

Shelley Dickstein
CITY MANAGER

[Signature]

DATE

11-18-2020

SIGNATURE OF CITY MANAGER

DATE
HUD SECTION 3 DEMONSTRATION OF
GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:
- An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project’s HUD participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER’S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the HUD participation requirements of the Bid Specification in the following manner:
(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

☐ The Bidder has secured enough HUD participation to meet or exceed the project’s HUD participation goal.

The Bidder is committed to a minimum of ___% HUD participation on this project, as described on the enclosed HUD Participation Form(s).

☐ The Bidder made good faith efforts to meet the project’s HUD participation goal but was unable to do so.

However, the Bidder is committed to a minimum of _____________% HUD participation on this project, as described on the enclosed HUD Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

SECTION 2: BIDDER’S SIGNATURE

(Signature of Bidder’s Authorized Agent)  
John K. Scott
(Printed Name of Bidder’s Authorized Agent)

(Date)  
8-26-2020

(Title of Bidder’s Authorized Agent)  
President

(Bidding Firm’s Name)  
Blade Cutters Inc
HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. Complete separate form for alternative.

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Bladecutters Inc
Address: 5440 N Dixie Dr
City: Dayton
State: OH
ZIP: 45414
Telephone: 937-234-3901
Email: JL Scott@Bladecutters.com
Primes Base Bid $ 1,277,000
Name of Project: CDQG Residential Demo 1-2020

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: Bladecutters
HUD-Certified Firm's Tax ID#: 31-1265427

Scope of Work to Be Performed by Certified Firm (Include NAICS Codes):

- Trucking
- Demolition

<table>
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<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This HUD Firm for the Work Described:</th>
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<td>$1,277,000</td>
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</tr>
<tr>
<td>Labor</td>
<td>$400,000</td>
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SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named HUD-Certified Firm and will utilize the above-named HUD-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent):

John Scott

(Printed Name of Bidder/Proposer's Authorized Agent):

President

(Title of Bidder/Proposer's Authorized Agent) (Date)

8/26/20

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
**Dayton, Ohio**

Department of Planning and Community Development

Bid Tabulation For: **Nuisance Abatement Program**

**CDBG Residential Demolition I – 2020**

(10% HUD Section 3 Participation Goal)

(Federal CDBG Funds)

<table>
<thead>
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<th>Bid Opening Date:</th>
<th>Cost Estimate:</th>
<th>Estimated Time Of Completion:</th>
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<td>$636,000.00</td>
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<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
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<td>Alpha Demolition, Inc.</td>
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<td>-0-</td>
<td>$2,600,000.00 100 Working Days</td>
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</table>

*Awarded*

Revised 9/14/98
City Manager’s Report

From: 2320 - Planning & CD/Housing Inspection
Supplier, Vendor, Company, Individual: Turn-Key Environmental Consultants, Inc.
Address: 714 E. Monument Avenue Dayton, OH 45402
Date: February 17, 2021
Expense Type: Award of Contract
Total Amount: $37,380.00 (thru 12/31/2022)

Fund Source(s)
Demolition Special Projects

Fund Code(s)
26016-2320-1174-32

Fund Amount(s)
$37,380.00

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

Description

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL ASBESTOS SURVEYS AND
POST ABATEMENT VERIFICATION INSPECTIONS I – 2020 RE-BID
(10% HUD SECTION 3 PARTICIPATION GOAL/10% HUD SECTION 3 PARTICIPATION ACHIEVED)

The Department of Planning & Community Development requests permission to enter a contract with Turn-Key Environmental Consultants, Inc. for asbestos survey and post abatement verification inspection services. The Contractor will determine and document the presence of asbestos-containing materials (ACM) in 65 residential structures and provide a written Survey Report for each structure. The Contractor will provide inspection services after the asbestos abatement work is performed, to ensure that the asbestos abatement work has been completed. There is no list of structures associated with this bid.

The Division of Housing’s estimated cost for the project was $55,050.00. Both bids received for this project came in under the estimated cost. It is recommended that the contract be awarded to the second lowest bidder, Turn-Key Environmental Consultants, Inc., in the amount of $37,380.00, the base bid. The apparent low bidder, Hart Environmental Resources, did not meet the HUD Section 3 goal and did not submit a Good Faith Efforts form. The time bid for completion is 150 working days.

This project is being funded using Federal HUD Section 3 Funds.

A Certificate of Funds, Tabulation of Bids, Human Relations Council’s verification letter, and the Bid Form from the firm recommended for award are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
**SECTION I - to be completed by User Department**

<table>
<thead>
<tr>
<th>X</th>
<th>NEW CONTRACT</th>
<th>RENEWAL CONTRACT</th>
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<td><strong>NEW CONTRACT</strong></td>
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<td>Contract Start Date</td>
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<td>Original Commission Approval</td>
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<td>Remaining Commission Approval</td>
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<td>Original CT/CF</td>
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<td>Fund Code</td>
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<tr>
<td>-</td>
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<tr>
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</tbody>
</table>

**Required Documentation**

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

---

**Vendor Name:** Turn-Key Environmental Consultants, Inc. 937.335.8807

**Vendor Address:** 714 E. Monument Avenue Dayton OH 45402

**Federal ID:** 01-0585010

**Commodity Code:** 96832

**Purpose:** Nuisance Abatement Program Residential Asbestos Surveys and Post Abatement Verification Inspections I - 2020 Re-Bid (10% HUD Section 3 Participation Goal)

**Contact Person:** Ariane Cook

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

**Date:** 1/29/2021

---

**SECTION II - to be completed by the Finance Department**

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

**Finance Director Signature:** [Signature]  2-2-2021

**Date:** 2-2-2021

**CF Prepared by:** [Signature]  3/1/2021

**Date:** 3/1/2021

**CF/CT Number:** CT 21-3920

---

**Finance Department**

**October 18, 2011**
"CF — Final NAP Res Asbestos Surveys Post Abatement I 2020 Rebid" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-01-29 - 7:26:44 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2021-01-29 - 7:27:06 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2021-01-29 - 7:31:04 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2021-01-29 - 7:31:47 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2021-01-29 - 7:31:47 PM GMT
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
Nuisance Abatement Program
Residential Asbestos Surveys and Post Abatement Verification Inspections

I-2020
Project #7058701

Bidder
Turn-Key Environmental Consultants, Inc.
714 E. Monument Ave.
Dayton, OH 45402
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<th>Section</th>
<th>Line</th>
<th>Item</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
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<td>$195.00</td>
<td>$390.00</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>SPL</td>
<td>Two-Story Over Crawl</td>
<td>Each</td>
<td>1</td>
<td>$195.00</td>
<td>$195.00</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>SPL</td>
<td>Two-Story Over Basement</td>
<td>Each</td>
<td>25</td>
<td>$195.00</td>
<td>$4,875.00</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>SPL</td>
<td>Three-Story Over Slab</td>
<td>Each</td>
<td>1</td>
<td>$195.00</td>
<td>$195.00</td>
</tr>
<tr>
<td></td>
<td>17</td>
<td>SPL</td>
<td>Three-Story Over Crawl</td>
<td>Each</td>
<td>1</td>
<td>$195.00</td>
<td>$195.00</td>
</tr>
<tr>
<td></td>
<td>18</td>
<td>SPL</td>
<td>Three-Story Over Basement</td>
<td>Each</td>
<td>2</td>
<td>$195.00</td>
<td>$390.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $37,380.00
DISCLOSURE OF LITIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, “affiliated” means directly or indirectly controlling, controlled by, or under common control, with “control” meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.
Bidder is
An Individual
Firm Name

Business Address

Telephone __________________________

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone __________________________

Corporation
Name

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract

Linda Treasure, President
William Treasure, Vice President

Home Office Address
790 Barnhart Road Troy, OH 45373

Local Address
714 E. Monument Ave,

Telephone (937) 335-8807 Fax (937) 339-4882

E-mail tkec@turn-keyenvironmental.com

Federal I.D.# 01-0585010

Dated this 2 day of June, 2020

Bidder: Linda Treasure
(Person, Firm, or Corporation)

By: Linda Treasure
Title: President
# UNITED STATES FIRE INSURANCE COMPANY
# 1209 ORANGE STREET, WILMINGTON, DELAWARE 19801
## STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
### AT DECEMBER 31, 2018

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds (Amortized Value)</td>
<td>1,575,095,694</td>
</tr>
<tr>
<td>Preferred Stocks (Market Value)</td>
<td>2,500,000</td>
</tr>
<tr>
<td>Common Stocks (Market Value)</td>
<td>1,163,814,710</td>
</tr>
<tr>
<td>Mortgage Loans (Market Value)</td>
<td>3,510,000</td>
</tr>
<tr>
<td>Cash, Cash Equivalents, and Short Term Investments</td>
<td>477,327,351</td>
</tr>
<tr>
<td>Derivatives</td>
<td>23,002,739</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>216,475,684</td>
</tr>
<tr>
<td>Investment Income Due and Accrued</td>
<td>8,006,764</td>
</tr>
<tr>
<td>Premiums and Considerations</td>
<td>195,195,701</td>
</tr>
<tr>
<td>Amounts Recoverable from Reinsurers</td>
<td>31,104,247</td>
</tr>
<tr>
<td>Funds Held by or Deposited with Reinsured Companies</td>
<td>4,482,823</td>
</tr>
<tr>
<td>Current Income Taxes Recoverable</td>
<td>1,968,565</td>
</tr>
<tr>
<td>Net Deferred Tax Asset</td>
<td>161,021,872</td>
</tr>
<tr>
<td>Electronic Data Processing Equipment</td>
<td>4,043,042</td>
</tr>
<tr>
<td>Receivables from Parent, Subsidiaries and Affiliates</td>
<td>138,140,008</td>
</tr>
<tr>
<td>Other Assets</td>
<td>80,113,770</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$ 4,085,827,970</strong></td>
</tr>
</tbody>
</table>

### LIABILITIES, SURPLUS & OTHER FUNDS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)</td>
<td>1,559,822,684</td>
</tr>
<tr>
<td>Reinsurance Payable on Paid Losses and Loss Adjustment Expenses</td>
<td>41,178,534</td>
</tr>
<tr>
<td>Loss Adjustment Expenses</td>
<td>386,899,696</td>
</tr>
<tr>
<td>Commissions Payable, Contingent Commissions and Other Similar Charges</td>
<td>3,516,082</td>
</tr>
<tr>
<td>Other Expenses (Excluding Taxes, Licenses and Fees)</td>
<td>48,794,043</td>
</tr>
<tr>
<td>Taxes, Licenses and Fees (Excluding Federal Income Taxes)</td>
<td>20,335,069</td>
</tr>
<tr>
<td>Unearned Premiums</td>
<td>517,688,148</td>
</tr>
<tr>
<td>Advance Premium</td>
<td>5,194,006</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>23,630,611</td>
</tr>
<tr>
<td>Funds Held by Company under Reinsurance Treaties</td>
<td>20,864,701</td>
</tr>
<tr>
<td>Amounts Withheld by Company for Account of Others</td>
<td>76,666,809</td>
</tr>
<tr>
<td>Provision for Reinsurance</td>
<td>627,927</td>
</tr>
<tr>
<td>Payable to Parent, Subsidiaries and Affiliates</td>
<td>10,488,505</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>52,339,781</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>$ 2,768,186,356</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Capital Stock</td>
<td>13,560,000</td>
</tr>
<tr>
<td>Gross Paid In and Contributed Surplus</td>
<td>1,246,294,940</td>
</tr>
<tr>
<td>Unassigned Funds (Surplus)</td>
<td>57,786,434</td>
</tr>
<tr>
<td>Surplus as Regards Policyholders</td>
<td>1,317,641,374</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS</strong></td>
<td><strong>$ 4,085,827,970</strong></td>
</tr>
</tbody>
</table>

1. Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 5th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY
BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, that we, Turn-Key Environmental Consultants, Inc.
714 Monument Ave., Dayton, OH 45402

_________________________________________ as Principal, hereinafter called the Principal, and the
United States Fire Insurance Company ____________________________________________, of
305 Madison Ave., Morristown, NJ 07962 ___________________________________________, a corporation duly organized under the laws of
the State of Delaware _______, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Dayton ___________________________ as Obligee, hereinafter called the Obligee, in the sum
of 10% of the amount bid including alternates

Dollars ($__________________________), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for NUISANCE ABATEMENT PROGRAM RESIDENTIAL
ASBESTOS SURVEYS AND POST ABATEMENT VERIFICATION INSPECTIONS I – 2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of June, 2020

Turn-Key Environmental Consultants, Inc.
By ____________________________________________ Principal

United States Fire Insurance Company
By ____________________________________________ Sharon Brickman, Attorney-in-Fact

Agent:
The Fedell Group
5005 Rockside Rd., Suite 500
Independence, OH 44131
216-328-8080
KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Kevin Keller, Sharon Brickman, Lisa Jennings, Scott Liptak, Daniel A. Fedeli, Melanie Blankenburg

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars ($7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be, printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania )
County of Philadelphia )

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Tamara Watkins (Notary Public)

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 4th day of June 2020.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President
I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**UNITED STATES FIRE INSURANCE COMPANY**

of Delaware is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

<table>
<thead>
<tr>
<th>Section 3929.01 (A)</th>
<th>Inland Marine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident &amp; Health</td>
<td>Medical Malpractice</td>
</tr>
<tr>
<td>Aircraft</td>
<td>Multiple Peril - Commercial</td>
</tr>
<tr>
<td>Allied Lines</td>
<td>Multiple Peril - Farmowners</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td>Multiple Peril - Homeowners</td>
</tr>
<tr>
<td>Burglary &amp; Theft</td>
<td>Noncancellable A &amp; H</td>
</tr>
<tr>
<td>Collectively Renewable A &amp; H</td>
<td>Nonrenew-Stated Reasons (A&amp;H)</td>
</tr>
<tr>
<td>Commercial Auto - Liability</td>
<td>Ocean Marine</td>
</tr>
<tr>
<td>Commercial Auto - No Fault</td>
<td>Other Accident only</td>
</tr>
<tr>
<td>Commercial Auto - Physical Damage</td>
<td>Other Liability</td>
</tr>
<tr>
<td>Credit</td>
<td>Private Passenger Auto - Liability</td>
</tr>
<tr>
<td>Credit Accident &amp; Health</td>
<td>Private Passenger Auto - No Fault</td>
</tr>
<tr>
<td>Earthquake</td>
<td>Private Passenger Auto - Physical Damage</td>
</tr>
<tr>
<td>Fidelity</td>
<td>Surety</td>
</tr>
<tr>
<td>Fire</td>
<td>Workers Compensation</td>
</tr>
<tr>
<td>Glass</td>
<td></td>
</tr>
<tr>
<td>Group Accident &amp; Health</td>
<td></td>
</tr>
<tr>
<td>Guaranteed Renewable A &amp; H</td>
<td></td>
</tr>
</tbody>
</table>

**UNIVERSAL STATES FIRE INSURANCE COMPANY** certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $4,444,829,190, liabilities in the amount of $3,038,752,768, and surplus of at least $1,406,076,422.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.
BID BOND

Amount $ 3,738.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of $ 3,738.00 Dollars, for the payment of which well and truly to be made, we hereby, jointly and
severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,
**Turn-Key Environmental Consultants, Inc.**

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to
the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the
Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this 4th day of June, 2020.

______

Turn-Key Environmental Consultants, Inc.

Bidder

______

United States Fire Insurance Company

Surety

The Fedeli Group

Name of Insurance Agency

5005 Rockside Rd. Suite 500 Independence, OH 44131

Address of Insurance Agency

Telephone (216) 328-8080  FAX
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

Linda Treasure

______________________________herewith certify that
(print name – an Officer of the company)

Turn-Key Environmental Consultants, Inc.

______________________________meets the following Contractor requirements relating
to this City of Dayton construction project
(company)

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

☑ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

☑ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☑ Comply with the State of Ohio Bureau of Worker’s Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☑ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: _________________________

______________________________
(signature)

Title: President

Date: June 2, 2020
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

   None

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

B. Please identify any “bona fide apprentice training program” in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

   None

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

   None

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Turn-Key Environmental Consultants is a PEP certified SBE

Turn-Key Environmental Consultants, is HUD Section 3 Certified

E. Provide a complete listing of any determinations of the bidder’s violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

N/A
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Miami, ss:

Linda Treasure being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   Turn-Key Environmental Consultants, Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):
   □ Individual, partnership, or other unincorporated business association (including without
     limitation, a professional association organized under Ohio Revised Code Chapter
     1785), estate, or trust.
   ✓ Corporation organized and existing under the laws of the State of __________.
   □ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C.
   3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C.
   3517.93(J)(3) (with respect to corporations) are in full compliance with the political
   contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand
   that a false representation on this certification constitutes a felony of the fifth degree pursuant to
   R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification
   shall be rescinded.

By: Linda Treasure
Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OH )
COUNTY OF Miami )

Linda Treasure ____________________________, being first duly sworn deposes and states that:

(1) He/she is Owner, Officer ____________________________ of
   (owner, partner, officer, representative, or agent)
   Turn-Key Environmental Consultants, Inc. that
   (business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

Linda Treasure ____________________________
SIGNED
President
TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Nuisance Abatement Program Asbestos Surveys and Post Abatement Verification, Dayton OH 45402

NAME

LOCATION

During the performance of this contract:

Turn-Key Environmental Consultants, Inc. 714 E Monument Ave. Dayton, OH 45402 937-335-8807/637-338-4882
CONTRACTOR ADDRESS TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

Part I: Requirements. To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
</tr>
<tr>
<td>Goals of Female Worker Utilization Expressed in Percentage Terms</td>
</tr>
<tr>
<td>From 4/1/80 to Present</td>
</tr>
</tbody>
</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.

c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Turn-Key Environmental Consultants, Inc. (Contractor) certifies that:

1. The following listed construction trades will be used in performance of this project.

Asbestos Hazard Evaluation Specialist

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN:

Linda Treasure

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Dayton, Ohio
Department of Planning & Community Development
Bid Tabulation For:  Nuisance Abatement Program
Residential Asbestos Surveys and Post Abatement
Verification Inspections 1 – 2020 Re-Bid
(10% HUD Section 3 Participation Goal)

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Cost Estimate:</th>
<th>Estimated Time Of Completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 4, 2020</td>
<td>$55,050.00</td>
<td>150 Working Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hart Environmental Resources</td>
<td>$35,900.00</td>
<td>-0-</td>
<td>$35,900.00</td>
</tr>
<tr>
<td>* Turn-Key Environmental Cons.</td>
<td>$37,380.00</td>
<td></td>
<td>$37,380.00</td>
</tr>
</tbody>
</table>

|                                 |                          |                          |                                       |
|                                 |                          |                          |                                       |
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|                                 |                          |                          |                                       |
|                                 |                          |                          |                                       |
|                                 |                          |                          |                                       |
July 13, 2020

TO: Shauna Hill, Division Manager
    Planning and Community Development,
    Housing Inspection

FROM: Chrisondra Goodwine, Contract Compliance Officer
      Human Relations Council (HRC)

SUBJECT: NAP Residential Asbestos Surveys and Post Abatement
          Verification Inspections I-2020 (10% HUD Section 3
          Participation Goal)

The apparent low bidder, Hart Environmental., did not meet the HUD Section 3 goal and did not
submit a Good Faith Efforts form. The second low bidder, Turn-Key Environmental Consultants Inc,
submitted a bid utilizing one (1) HUD Section 3 certified contractor to meet the project’s
participation goal. The HRC’s contract compliance analysis has verified that Turn-Key
Environmental Consultants, Inc is an approved bidder in the City of Dayton’s Affirmative Action
Assurance program and that the company’s authorized representative signed the Contractor’s
Certification to indicate fair hiring practices.

The recommended company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID +</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turn-Key Environmental Consultants, Inc</td>
<td>$37,380.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turn-Key Environmental Consultants, Inc</td>
<td>$37,380.00</td>
<td>100% HUD 3</td>
</tr>
</tbody>
</table>

The attached participation forms should be included with the contract agreement. Contract
compliance will include meeting verified participation and minimal worker utilization goals as stated
submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG
SPECIAL USE PERMIT TO INSTALL STEPS

Permission is requested for Aly Iman, being the owner, to install steps at S. Broadway Street into the public right of way at 1158 West Third Street.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Approved by City Commission

Clerk

Date

Updated 06/2016
APPLICATION
For License or Privilege in Public Way of the City of Dayton, Ohio

MAIL PERMIT TO:
NAME: Charles Chambers
ADDRESS: 208 Brown Street
          Dayton, OH 45402
PHONE NO.: 937-223-0096

The undersigned Aly Iman being the owner and Aly Iman lessee of the following described premises, to wit: Being all or part of Lot No. 6348 on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon West 3rd Street and are known as No. 1158) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to-wit:

Installing steps on Broadway.

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $ 200.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege, that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith, that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

Witness our signatures here to this 11th day of November 2020.

WITNESS our signatures hereto this 11th day of November 2020.

Witnessed in our presence:

Checked as to location and ownership:

Recommended for approval:

Approved as to form:

Approved as by:

Approved by:

PERMIT
Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

__________________________
Director of Public Works
December 9, 2020

TO:       Fred Stovall, Director
          Public Works Department

FROM:    Carl Daugherty, Zoning Administrator
          Dept. of Economic Development

SUBJECT: Special Privilege Permit No. 940622
         1158 W. Third St., Dayton, Ohio

With regard to the above-referenced special privilege permit request, Zoning Administration has no objections to its issuance.

Thx.

cc:   Ford Weber
      Lisa Moell

Attachments
December 3, 2020

TO: Fred Stovall, Director
    Department of Public Works

FROM: Tony Kroeger, Planning Division Manager
    Department of Planning and Community Development

SUBJECT: Special Privilege Permit 94622 – 1158 W. Third St.

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- Planning Staff supports the use of this alley as proposed.

If you have questions, please contact me at ext. 3673.
November 23, 2020

TO:       Fred Stovall, Director
          Department of Public Works

FROM:     Michael Powell, Director
          Department of Water

SUBJECT: Special Privilege Permit No. 940622 – 1158 W. Third St.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

• We have no objection to the installation of steps on S. Broadway St. for 1158 W. Third St.

If you have any questions, please contact Ben Botkin at 333-2058.
City Manager's Report

From 2320 - Planning & CD/Housing Inspection
Supplier, Vendor, Company, Individual
Name Montgomery County Reutilization Corporation
Address 130 West Second St.
Suite 1432
Dayton, Ohio 45402

Fund Source(s) Fund Code(s) Fund Amount(s)
Demolition Special Projects 16022-2320-22604-32 $240,000.00

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

Description
Montgomery County Land Reutilization Corporation
Demolition Program Administration Service Agreement

The Department of Planning and Community Development requests permission to enter into a Demolition Program Administration Service Agreement with Montgomery County Land Reutilization Corporation (MCLRC) in the amount of $240,000.00.

MCLRC assists communities with blight to stabilize property values and to prevent future foreclosures in defined target areas. The program offers equitable distribution of limited funding to all communities of Montgomery County who can demonstrate need and have a strategic plan. The service agreement will allow the City to provide administrative services to assist MCLRC with its contracts to demolish residential and commercial structures owned and selected by MCLRC or partnering communities.

The City shall invoice MCLRC for services provided under this agreement and MCLRC will reimburse the City on a per-property basis for each residential demolition. The City will bill MCLRC for a total amount within one year of approximately $60,000.00. The total amount of properties shall not exceed 240 properties and the total amount of revenue shall not exceed $240,000.00 over the life of the agreement.

This Agreement shall commence upon execution and it shall expire December 31, 2024.

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

This project is funded by the General Fund.

A Certificate of Revenue and a copy of the Agreement to include Scope of Services are attached.

Signatures/Approval

Division

Approved by City Commission

Department

Clerk

City Manager

FORM NO. MS-16

Date

Updated 10/2019
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:  Name  Montgomery County Land Reutilization Corporation
Address  130 W Second St Ste 1425
City  Dayton  State  OH  Zip  45402
Customer #  @00011173  Address Location #  
Federal ID#  45-3258410

Revenue Information:  Fund  16022  Orgn  2320  Rev  22604  Prog  32  Actv  

Contract Information:  Contract Start Date  Upon Execution  Contract Expiration Date  12/31/2024

Billing Information:  Rate:  $240,000.00  Arrears  Pre-bill  
Monthly (1st month of billing)  
Quarterly (1st month of quarter)  
Semi-annual (1st month of half)  
Annual (1st month of billing)  
Other (explain)  The City will bill MCLRC for a total amount within one year of approximately $60,000.00. The total amount of properties shall not exceed 240 properties and the total amount of revenue shall not exceed $240,000.00 over the life of the agreement.

Rate Change Date  Rate Change Amount

Description of Services (wording on invoice): Services include preparation of bid documents, bid Management, and job progress inspections.

Departmental Approval  

TO BE COMPLETED BY FINANCE

City Reference Number  8-1173  Auditor  Santanna Jones  Date  8/18/2021

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance  

(Rev 4/30/2008)
Certificate of Revenue — Land Bank Demo 2.0

"Certificate of Revenue — Land Bank Demo 2.0" History

_circle_ Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
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"CMR — Landbank 2.0 Demo Agreement" History

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Signature Date: 2021-02-04 - 10:47:09 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2021-02-04 - 10:47:09 PM GMT
DEMOLITION PROGRAM
ADMINISTRATION SERVICE AGREEMENT
BETWEEN
MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
AND
CITY OF DAYTON

THIS AGREEMENT is made effective as of __________, 2021 by and between the Montgomery County Land Reutilization Corporation (“Land Bank”) and the City of Dayton (“City”) to provide residential and commercial demolition administration and support services (“Services”) as defined herein as the Demolition Program (“Program”).

NOW, it is agreed between the parties hereto that:

I. SCOPE OF WORK. City shall provide demolition administration and support services (“Services”) as described in the Scope of Work attached hereto as Exhibit A.

II. PERFORMANCE.

   A. **Staffing.** City shall ensure adequate and appropriate staffing is allocated to provide Services in accordance with this Agreement. City shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. Neither City nor its personnel, contractors nor its agents shall at any time, or for any purpose, be considered as agents, servants or employees of the Land Bank.

   B. **Performance Monitoring.** Land Bank will monitor the performance of the City. City shall provide Land Bank all necessary reporting information requested in the administration of the Program. If the Land Bank determines that the City has failed to perform its work in accordance with this Agreement, the Land Bank shall notify the City in writing specifically listing the provisions of this Agreement that the City has failed to perform. The City shall then be given 10 calendar days after receipt of the written notice to take action to correct the failure. If the City fails to take corrective action within 10 calendar days of receiving the written notice, then the Land Bank may initiate contract suspension or termination procedures.

III. TIME OF PERFORMANCE

Performance of Services by the City shall start upon execution of this Agreement and end on or before December 31, 2024 (“Program Period”), unless otherwise agreed to by the Land Bank in writing. All Services are to be completed within the Program Period.
IV. PAYMENT

The City will be responsible for managing the demolition for approximately 60 properties outside of the city limits on an annual basis. This means that the City will bill the Land Bank for a total amount within one year of approximately $60,000. The total amount of properties shall not exceed 240 properties and the total amount of revenue shall not exceed $240,000 over the life of the agreement.

Payment of Program Funds to City shall be made upon the timely submission to Land Bank of a completed Reimbursement/Disbursement Request Report, attached hereto as Exhibit B. Land Bank reserves the right to suspend payments should the City fail to provide the required, completed reports in a timely and adequate fashion or if City fails to meet other terms and conditions of this Agreement.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

CITY: LAND BANK:

Name: Dennis Zimmer By: Susan Crabill
Title: Nuisance Supervisor Title: Program Manager
Telephone 937-333-3982 Telephone: 937-531-7034
E-mail: Dennis.zimmer@daytonohio.gov E-mail: scrabill@mclandbank.com

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. City shall submit to Land Bank the reports as provided in the attached Scope of Work.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Land Bank may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, City shall make available to Land Bank, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment, bid documents including specifications, tabulations, and awards, environmental surveys, reports and waste disposal information. City shall permit Land Bank to audit, examine and make copies or transcripts from any and all such records as they relate to the demolition program.

VII. GENERAL CONDITIONS
A. Adherence to State and Federal Laws, Regulations

(1) General. City agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any funds. Without limiting the generality of such obligation, City shall pay or cause to be paid all unemployment compensation, insurance premiums, workers’ compensation premiums, income tax withholding, social security withholding and any and all other taxes or payroll deductions required for all employees engaged by City in connection with the program. City shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement.

(3) Conflict of Interest. No personnel of the Land Bank or City, any subcontractor of the Land Bank or City, or any public official, employee or member of the governing body of the Land Bank or City, who exercises any functions or responsibilities in connection with the Services to be provided under this Agreement, will prior to or after the completion of the Services, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his, her or its functions or responsibilities with respect to the Services to be provided under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his, her or its interest to the Land Bank in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the Land Bank determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

(4) Non-Discrimination. Pursuant to R.C. 125.111, City agrees that City and any person acting on behalf of City shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. City further agrees that City and any person acting on behalf of City shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

(5) Kickbacks. City represents and warrants that City has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and City covenants and agrees that City, its employees and agents shall not provide, attempt to provide, offer to provide,
solicit, accept, or attempt to accept any kickbacks during the term of this Agreement. City further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.

(6) **Non-Assistance to Terrorist Organization.** If the potential compensation to City under this Agreement exceeds $100,000.00, City hereby represents and warrants that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization,” available at [http://homelandsecurity.ohio.gov/dma/dma.asp](http://homelandsecurity.ohio.gov/dma/dma.asp). City further represents and warrants that it has provided or will provide such document to the Land Bank prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and City shall immediately repay to the Land Bank any funds paid under this Agreement.

(7) **Public Records.** City acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

B. **Subcontracts.** City shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Land Bank to terms inconsistent with, or at variance from, this Agreement.

C. **Environmental Requirements.** City agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.

D. **Insurance.** To the extent permitted by law, each party shall be responsible for any claim or cause of action made against it arising out of the performance of its duties under this Agreement, and neither party shall be required or responsible to indemnify, defend, or hold harmless the other for any such claim or cause of action. Each party shall obtain for itself insurance or other security for the performance of this Agreement. Nothing in this Agreement shall be construed to waive any immunity of the City or the Land Bank.

E. **Termination Procedure**

(1) **Termination for Cause.** The Land Bank may immediately terminate this Agreement by giving reasonable written notice of termination to the City for any of the following occurrences:

   a. Failure of City to fulfill in a timely and proper manner any of its obligations under this Agreement.
b. Failure of City to submit complete and accurate reports.

(2) Termination for Convenience. Either party may, at any time upon ninety calendar days written notice to the other party, terminate this Agreement in whole or part for convenience and without cause.

(3) Effects of Termination. Within sixty (60) days after termination of this Agreement, City shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After sending or receiving written notice of termination, City shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, City shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(4) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by City of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Land Bank of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, but any such amendment or modification shall not be effective unless the parties shall agree in writing to such amendment or modification.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted nor sub granted by the City without the prior express written consent of the Land Bank.

D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF DAYTON, OHIO

________________________
City Manager

MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION

By: _________________________

ITS: _________________________

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

_________________________, 20___

Min./Bk.___________ Page ______

___________________________
Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

1/20/2021

× Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia
EXHIBIT A  
Scope of Work

As is described in more detail below, the City will provide administrative services to assist the Land Bank with its contracts to demolish residential and commercial structures owned and selected by the Land Bank or partnering communities.

1. The City will perform the following administrative services:

   A. Preparing and reviewing documents for pre-qualifying contractors:

      i. Prequalification of Bidders: The City will perform the clerical functions of assembling and transmitting requests for prequalification to prospective environmental survey, environmental remediation, demolition and landscape contractors. The City shall prepare documents for approval by the Land Bank and shall send the requests to entities designated by the Land Bank. The City acknowledges that its prequalification process will include checks with the Federal and State debarment lists and confirmation that contractors have in place Drug Free Workplace and Equal Employment Opportunity policies.

      ii. Prequalification Responses: The City will review the prequalification responses and submit a written recommendation to the Land Bank as to prequalification. The City’s recommendation will be based upon the criteria listed in the request for prequalification.

      iii. Selection of Contractors: After the City recommends the list of qualified contractors, Land Bank will select the prequalified environmental survey, remediation, demolition and landscape contractors who will be engaged to complete the work of the demolition program.

   B. Request and review of contractor proposals:

      i. The City will bundle properties into groups for bid, and perform the clerical functions of assembling and transmitting requests for proposals to the contractors for work at various sites.

      ii. The City will review the proposals and submit a written recommendation to the Land Bank concerning which proposals the City recommends that the Land Bank accept. The City’s recommendations will be based upon the criteria listed in the request for proposal, and other factors influencing the Land Bank’s ability to manage the program (schedule, cost, quality).

   C. Designation of work:

      i. The City, at the Land Bank’s direction, will be responsible for
assigning the contractors to perform the work. All directions to perform work will be submitted in writing to the contractors and approved by the Land Bank. The written assignment of work shall include the scope of work to be performed, the agreed upon price, and a deadline for the contractor to complete the work. The City shall enter all work assignment details such as, designated contractor, cost of assigned work and completion date into the Land Bank’s Property Profile System software (PPS).

ii. The City is responsible for selecting an environmental survey contractor who shall report to the City the presence of regulated materials including asbestos at each site. The City will review the environmental survey report and, if necessary, select an environmental remediation contractor who shall be responsible for the removal of and certification that all regulated materials including asbestos have been remediated. Upon completion of remediation, an environmental surveyor or a certified environmental inspector from the City will return to the site for to inspect and give written confirmation that all regulated materials including asbestos have been removed.

iii. Upon review and acceptance of the environmental survey and remediation reports by the City, the Land Bank shall electronically receive a copy of the environmental survey, waste shipment disposal records for the disposal of any regulated materials including asbestos, a written certification from the environmental remediation contractor and the environmental survey contractor that the regulated materials including asbestos have been remediated and completely removed before the site is assigned to a demolition contractor.

iv. The City shall be responsible for selecting a demolition contractor and assuring that they acquire any and all permits for demolition, any barricade, sidewalk, street or alley closure permits required by the applicable jurisdictions where work is performed. Further the City shall provide electronically to the Land Bank a copy of the reviewed and approved demolition waste shipment disposal records for the disposal of any regulated materials including asbestos and EPA demolition documents.

D. Inspection of the Work: The City will be responsible for conducting the following inspections associated with the demolition and site grading:

i. A pre-wreck inspection

ii. An open hole inspection of the demolition site to insure that the structure has been completely removed and utilities have been properly capped, plugged or sealed
iii. A final grading inspection of each site before seeding to insure that the site was properly graded

iv. A final inspection after the completion of the seeding to insure that the site has received an adequate covering of quality topsoil and to confirm adequate coverage of grass seed.

E. Change Orders: When changes to the scope of work or an adjustment or alteration of the amount of time or compensation for the work performed is necessary to complete the work or requested by the contractor, the City shall issue a written recommendation to the Land Bank concerning approval of the proposed change or alteration.

F. Notification to Land Bank: The City shall first attempt to correct situations where a contractor has failed to timely complete the work, where the contractor requests additional time or compensation, and when the contractor’s work has failed inspection. If this attempt fails, the City shall notify the Land Bank in writing of any such occurrence, and its recommendation to correct the situation.

G. Recommendation for Payment: The City will make a written request for payments from the Land Bank upon:

i. The City’s review of all payment requests submitted by the contractors, collect and review lien releases to confirm releases are received for all requested payments and make a written recommendation to the Land Bank concerning payment.

ii. The City’s review of all documents provided by the contractors and confirmation the all contractually required compliance documents (including before and after photographs, releases of lien, waste disposal records, EPA documents, etc.) are electronically saved and available in a Land Bank Shared Drive such as Dropbox or Google Drive.

iii. The City’s inspections of each site to assure that the structures (buildings, driveways, trees, retaining walls, fences, etc.) were entirely removed according to the scope of work.

iv. The City’s inspection of each site to assure the site was properly graded, covered with topsoil, seeded, and landscaped in accordance with the scope of work for the particular property.

H. Reporting: The City shall be responsible for preparing quarterly reports to the Land Bank listing the following:

i. Demolitions completed for the quarter

ii. Total cumulative demolitions
iii. Demolitions in progress

iv. Staffing changes of City personnel performing the Services

v. Notable achievements and challenges experienced performing the services.

I. **Liability:** It is expressly understood that all contracts and agreements with those firms selected to undertake the demolition of structures under this Program are selected by and entered into solely with the Land Bank. The City is not a party to those contracts and is not liable for payment of any of the services performed under those contracts.

2. **The Land Bank will be responsible for:**

   A. **Procuring of Contracts:** The contracts for which the City will perform administrative services for under this agreement will be procured by The Land Bank. The contracts for which the Land Bank is responsible for procuring will be in accordance with the Land Bank’s adopted policies and procedures and consistent with the laws of the State of Ohio.

   B. **Real Property included in the Program:** The acquisition or inclusion of real property (Land Bank or Community owned or property that the Land Bank has confirmed is a Nuisance Property in accordance to Ohio Law) and disposition of all real property required under this Program will be the responsibility of the Land Bank.

   C. **Payment to Contractors:** Upon receipt of the City’s written recommendation for payment, the Land Bank shall make payment to program contractors.

   D. **Performance Report Preparation:** Timely reporting shall be provided to the participating communities by the Land Bank.

   E. **Confirmation of performance** of program terms and conditions by Participating Communities.

   F. **Invoicing, collecting and administration** of matching program funds from the communities.
EXHIBIT B
REIMBURSEMENT/DISBURSEMENT REQUEST REPORT

The City shall invoice the Land Bank for services provided under this Agreement no more frequently than quarterly. Request for payment shall be in a form acceptable to the Land Bank but at a minimum will contain the following information:

1) Payment requested
2) Project addresses and the parcel identification number completed during the invoicing period

The Land Bank will reimburse the City on a per-property basis for each residential demolition completed under this program according to the following schedule:

1) Properties located inside the City of Dayton: $0
2) Properties located outside the City of Dayton: $1,000.00

The City will be paid within 30 calendar days from the Land Bank’s receipt of each quarterly invoice.
City Manager’s Report

From 2500 - Clerk of Courts
Supplier, Vendor, Company, Individual
Montgomery County Sheriff
Address
330 West Second Street
Dayton, OH 45402

Date February 17, 2021
Expense Type Service Agreement
Total Amount $428,414.00 (thru 12/31/22)

Fund Source(s) Fund Code(s) Fund Amount(s)
Revenue To General Fund 10000-2500-22606-74 $428,414.00

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

Description

Bail Agreement with Montgomery County Sheriff

The Dayton Municipal Clerk of Court operates a 24 hour a day/7 days a week, countywide bail office at the Montgomery County Jail. The Clerk accepts bail payments not only for Dayton Municipal Court, but also the Montgomery County Common Pleas Court and various other municipal courts in Montgomery County.

This contract covers 2021 and 2022 and reflects a 2% increase each year. The total contract amount is $411,777.00. The contract shall commence upon execution and expire December 31, 2022.
- 2021: $212,086.00
- 2022: $216,328.00
- TOTAL: $428,414.00

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

The Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date Updated 1/2019

Division

Department

City Manager

FORM NO. MS-16
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:  Name  Montgomery County Sheriff
                        Address  330 W. Second St
                        City  Dayton  State  Ohio  Zip+4  45402
                        Customer #  316000172  Address Location #  01
                        Federal ID#  

Revenue Information:  Fund  10000  Organization  2500  Revenue  22606  Program  74

Contract Information:  Contract Start Date  01/01/21  Contract Expiration Date  12/31/21

Billing Information:  Rate:  $53,021.50  Arrears  Pre-bill  X
                        Monthly (1st month of billing)  
                        Quarterly (1st month of quarter)  Jan-Apr-Jul-Oct
                        Semi-annual (1st month of half)  
                        Annual (1st month of billing)  
                        Other (explain)  
                        Rate Change Date  01/01/21  Rate Change Amount  $212,086.00

Description of Services (wording on invoice): This is an Agreement between the Dayton Municipal Clerk of Court and the Montgomery County Sheriff, wherein; the Clerk agrees to provide services in the form of accepting bail/bonds for Montgomery County Jail inmates who are under the jurisdiction of one of the suburban municipal or county courts. The Sheriff agrees to reimburse the City of Dayton associated costs for providing this service with the approval of the Montgomery County Commission. The Agreement indicates the amount of $212,086.00 from 01/01/21 through 12/31/21 and $216,328.00 from 01/01/22 through 12/31/22.

Departmental Approval  Mark Wilson

TO BE COMPLETED BY FINANCE

City Reference Number  11-0172  Auditor  Satin Jones  Date  3/4/2021

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance  2/5/2021
AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 2020 by and between the City of Dayton and the Clerk of the Municipal Court, hereinafter referred to as “City”, and the Montgomery County Commissioners and the Montgomery County Sheriff, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of the City for the Sheriff for the purpose of accepting bail for those prisoners currently located in the Montgomery County Jail who have been arrested in the jurisdiction of either the Kettering Municipal Court, the Miamisburg Municipal Court, the Vandalia Municipal Court, the Municipal Court of Montgomery County, Ohio, effectuating the release of said bailed prisoners, and forwarding the bail to the clerks of the respective courts; and

WHEREAS, the County is authorized to enter into such agreement by Section 307.15 ORC to contract with the City for such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do mutually agree as follows:

1. The agreement shall become effective on the 1st day of January 2021 and shall expire on the 31st day of December 2022.

2. The Dayton Municipal Court Clerk agrees to provide the following services to the Sheriff’s Office regarding prisoner bailing:
   a. Accepting bail for prisoners in the Montgomery County Jail who are under the jurisdiction of any of the six courts hereinbefore enumerated. This will occur 24 hours a day, 7 days a week, including holidays.
   b. Preparing bail receipts for bailors and jail release forms on all transactions.
   c. Providing each bailed defendant with a copy of the bail receipt, which includes his/her specified court date, time and location.
   d. Faxing all bail related information to the respective courts on the morning of the next Dayton Municipal Court business day following the bail transaction.
   e. Depositing all bail money received into a special bank account, separate from Dayton Municipal Court bail accounts, and transferring said funds electronically to the specified accounts of the individual courts.
   f. Maintaining a separate bail book for recording all bail transactions for the hereinbefore-described courts.

3. The County agrees to pay the City for the above services at a rate of $212, 086.00 for the period of January 1, 2021 through December 31, 2021 upon quarterly invoicing by the
City. The County agrees to pay the City for the above services at a rate of $216,328.00 for the period of January 1, 2022 through December 31, 2022.

4. The quarterly invoicing dates for each year shall be:
   a. January 1 for the period of January through March
   b. April 1 for the period of April through June
   c. July 1 for the period of July through September
   d. October 1 for the period of October through December

5. The County agrees to provide a work area for the Dayton Municipal Court that facilitates the efficient performance of this Agreement.

6. This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Montgomery County, Ohio.

7. The County, the City, and the Dayton Municipal Court are separate political subdivisions of the State of Ohio. Each is responsible for the acts, errors, and omissions of its own officers, agents, and employees, and is entitled to common law and statutory immunities and defenses none of which are waived by this Agreement.

8. This Agreement shall be binding upon and inure to the benefit the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

11. This Agreement may be modified only by written mutual agreement of both parties.

12. The terms and conditions of this Agreement cannot be assigned without the written consent of the other party.

13. Either party may terminate this Agreement upon a thirty (30) day written notice to the other party.

14. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to the rights and responsibilities incurred by way of this agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement this 22\textsuperscript{nd} day of December, 2020.

ON BEHALF OF MONTGOMERY COUNTY:

\begin{align*}
\text{Montgomery County Administrator} & \quad \text{Rob Streck, Sheriff} \\
\text{Montgomery County, Ohio} & \quad \text{Montgomery County, Ohio} \\
\text{Witness} & \quad \text{Witness}
\end{align*}

APPROVED AS TO FORM:

Mathias H. Heck, Prosecuting Attorney
Montgomery County, Ohio

By: \textbf{Anne Jagielski} 10-14-2020

ON BEHALF OF THE CITY OF DAYTON:

\begin{align*}
\text{Mark E. Owens, Clerk} & \quad \text{City Manager} \\
\text{Dayton Municipal Court} & \\
\text{2-2-2021} & \quad \text{Date} \\
\text{Witness} & \quad \text{Witness}
\end{align*}

APPROVED BY THE CITY COMMISSION:

\begin{align*}
\text{20} \\
\text{Min./Bk.: Page:}
\end{align*}

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

\textbf{City Attorney}
City Manager’s Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name Economy Linen & Towel Service, Inc.
Address 80 Mead Street Dayton, Ohio 45402

Date February 17, 2021
Expense Type Development Agreement
Total Amount $600,000.00 thru 06-30-2027

Fund Source(s) Fund Code(s) Fund Amount(s)
West Dayton Development Fund 22502-2600-1224-41 $300,000.00
Montgomery County ED/GE 28310-2600-1224-41-EDG086 $300,000.00

Includes Revenue to the City ☑ No Affirmative Action Program ☑ Yes

Description
Development Agreement

The Department of Economic Development requests approval to enter into a Development Agreement with Economy Linen & Towel Service, Inc. in connection with the “Project Nemo” business expansion project.

The City’s incentive for the project consists of a Montgomery County Economic Development/Government Equity Program (ED/GE) grant for $300,000.00 and a matching City grant of $300,000.00 from the West Dayton Development Fund. Funds will be disbursed to the company upon receipt of a properly documented request for reimbursement of eligible expenses. The incentives are necessary to address gap funding and special conditions related to the urban location.

The goal of the incentives is to assist business’s proposed expansion at 2100 McCall Street. The project cost is estimated at approximately Ten Million Dollars and Zero Cents ($10,000,000.00) for capital improvements. The company is pledging to retain 158 jobs and create approximately 70 new jobs over the next three years.

The Agreement will commence upon execution and expire on June 30, 2027. The Agreement includes a “clawback” provision in the event the pledged payroll growth is not achieved, as well as PEP goals for utilizing disadvantaged businesses and commitments addressing the recruiting of Dayton residents as employees.

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

Two Certificates of Funds and a map are attached.

Signatures/Approval

Approved by City Commission
Clerk
Date

Updated 8/2016

FORM NO. MS-16

Division

Department

City Manager

a Mellon
February 3, 2021

TO: Shelley Dickstein, City Manager  
City Manager’s Office
   LaShea Lofton, Acting Director  
Finance Department

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

SUBJECT: Request Certificates of Funds – Economy Linen & Towel Services, Inc.

Attached please find two Certificates of Funds and related materials for a Development Agreement with Economy Linen & Towel Services, Inc. The project will support the expansion of an essential business during the current emergency. As such, the Department of Economic Development finds it appropriate to enter into the agreement at this time.

If you have any questions, please contact me at extension 3621.

FPW/jkb
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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- **Contract Start Date:** upon execution
- **Expiration Date:** 6/30/2027
- **Original Commission Approval:** $300,000.00
- **Initial Encumbrance:** $300,000.00
- **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:** $300,000.00

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**Attach additional pages for more FOAPALs**

- **Vendor Name:** Economy Linen & Towel Service, Inc.
- **Vendor Address:** 80 Mead Street Dayton OH 45402 Street City State Zipcode + 4
- **Federal ID:** 31-0512911
- **Commodity Code:** 91849
- **Purpose:** ED/GE agreement to assist with an expansion of business operations.

**Contact Person:** Jill Bramini

**Economic Development**

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**Originating Department Director's Signature:**

**SECTION II - to be completed by the Finance Department**

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

**Finance Director Signature:**

**Date:** 3/9/2021

**CF Prepared by:**

**Date:** 3/7/2021

**CF/CT Number:** CT213286
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Required Documentation

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

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Attach additional pages for more FOAPALs

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Vendor Address: 80 Mead Street Dayton OH 45402 Street City State Zipcode + 4
Federal ID: 31-0512911
Commodity Code: 91849
Purpose: ED/GE agreement to assist with an expansion of business operations.

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<td>Originating Department Director's Signature:</td>
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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] 2-9-2021 Date
CF Prepared by: [Signature] 3/8/2021 Date
CF/CT Number: [Signature] M721 CT21 29-7
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City"), and Economy Linen & Towel Service, Inc., a corporation in the State of Ohio, currently located at 80 Mead Street, Dayton, Ohio 45402 ("Company").

WITNESSETH THAT:

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses that benefit and enhance the growth and development in the City; and,

WHEREAS, Company plans to redevelop current vacant, industrial land within the Westview Industrial Park to develop a community asset focused on economic and workforce development opportunities for residents in the Miami Chapel neighborhood, to support the HUD Choice Neighborhood community plan; and,

WHEREAS, Company pledges to create and retain full-time permanent employment positions in the City of Dayton; and,

WHEREAS, The Project (as described herein) will create approximately seventy (70) new full-time equivalent jobs and retain approximately one hundred fifty eight (158) full time equivalent jobs while expanding their business into the Facility, as defined below; and,

WHEREAS, The purpose of the West Dayton Development Trust Fund ("WDDTF") is to fund projects that primarily benefit and enhance the growth and development of the West Dayton area, which is defined as the West Land Use District; and,

WHEREAS, City desires to stimulate, promote and increase economic and community development activities that provide meaningful, long-term benefits and improvements to West Dayton residents; and,

WHEREAS, City finds that the project as defined herein will benefit the community and further the purpose of the WDDTF and wishes to support the Company in carrying out the project under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:
Development Grant. A grant, in the amount of Three Hundred Thousand Dollars and Zero Cents ($300,000.00), provided hereunder by the City of Dayton, Ohio for the purpose of growing the City’s tax base by assisting Company in the creation and/or retention of jobs in the City of Dayton.

ED/GE Grant. A grant, in the amount of Three Hundred Thousand Dollars and Zero Cents ($300,000.00), provided hereunder by the Montgomery County Economic Development/Government Equity program to assist the Company in the creation and/or retention of jobs in the City of Dayton.

Project Grant. The total aggregate grant amount including funds awarded in the ED/GE Grant and the Development Grant, totaling Six Hundred Thousand Dollars and Zero Cents ($600,000.00).

Eligible Project Costs. The expenses actually incurred by Company for and/or the value of (i) capital improvements to the Facility; and (ii) the cost of acquiring the machinery and equipment for the Facility.

Capital Improvements. Expenditures by the Company for the design and construction of improvements to buildings, parking lots, driveways, utilities and other components of their facilities.

Machinery and Equipment. Expenditures by the Company for the acquisition, delivery and installation of specialized machines, tools or other equipment for the production of goods and materials.

Employment Commitment. The number of full-time permanent employment positions, both retained and new, Company promises as a material condition of this Agreement as measured and provided in Article 4.

Facility. The Company’s new building to be constructed at 2100 McCall Street, Dayton, OH 45402, or a similar address number, as customarily assigned by the City following construction.

Full-time Employee. An employee working an average of at least thirty-five (35) hours per week/annually. This does not include seasonal or contract employees.

Full-time Equivalent Employee. Two (2) part-time employees working a total of at least thirty-five (35) hours per week on an annual basis. This does not include seasonal or contract employees.

New Job. Any full-time equivalent position not yet in existence in the City of Dayton at the time of the Agreement that will be created and filled by Company.

ARTICLE 2. PROJECT.

Company will invest or cause to be invested approximately Ten Million Dollars and Zero Cents ($10,000,000.00) or more in capital improvements and equipment (the “Project Costs”) to
construct a new commercial laundry facility and expand their existing business operations (“Project”).

Company shall commence the Project within one hundred eighty (180) days of Agreement execution and complete the Project on or before December 31, 2022, unless such commencement and/or completion date(s) is/are extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

The City of Dayton is the recipient of a ED/GE Grant for the Project on behalf of Company in the amount of up to Three Hundred Thousand Dollars and Zero Cents ($300,000.00). The terms of the ED/GE Grant Agreement are incorporated herein and attached as Exhibit A. This portion of the Project Grant is restricted to reimbursement of documented expenditures associated with the Project’s Capital Improvements.

City will also provide Company a Development Grant from the City’s West Dayton Development Fund in an amount of up to Three Hundred Thousand Dollars and Zero Cents ($300,000.00). This portion of the Project Grant is restricted to reimbursement of documented expenditures for building construction, Machinery and Equipment, including but not limited to installation costs.

The ED/GE Grant and the Development Grant provide a total of up to Six Hundred Thousand Dollars and Zero Cents ($600,000.00) (the “Project Grant”). The Project Grant represents approximately six percent (6%) of the total Project Costs contemplated in Article 2 above (“Reimbursement Percentage”). The City shall not disburse ED/GE Grant or Development Grant funds for the reimbursement of Eligible Project Costs at a proportion in excess of the Reimbursement Percentage.

Company is solely responsible for any and all Project Costs and other expenses in excess of the funding provided by City hereunder. Company shall comply with all applicable laws and regulations. If applicable, Company will pay state and local prevailing wage rates.

Company shall use the Project Grant for reimbursement of Eligible Project Costs actually and directly incurred by Company during the term of this Agreement. Company shall submit its initial Request for Disbursement of the Project Grant at its discretion, and no more frequently than quarterly thereafter, utilizing a form substantially similar to that attached hereto and incorporated as Exhibit B (“Request for Disbursement”). The Final Request for Disbursement shall be submitted no later than ninety (90) days following final completion of the Project.

All Requests for Disbursement shall include documentation setting forth the Project Costs incurred throughout the term of this Agreement and specify the Eligible Project Costs. This documentation shall include the period during which the Project Costs and Eligible Project Costs were incurred, the total amount of the disbursement requested, details regarding the work and/or services performed, evidence of payment of the of the Project Costs and Eligible Project Costs,
and such records, information, and/or documentation to substantiate the Project Costs and Eligible Project Costs. Appropriate City personnel will verify the Eligible Project Costs and Project Costs. Unless disputed, and subject to the Reimbursement Percentage, City will disburse payment within forty-five (45) days from receipt of the Request for Disbursement.

ARTICLE 4. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT

A. Income Tax Withholding Taxes Due to City. The parties acknowledge and understand that Company’s commitment to grow City’s tax base by creating and/or retaining job in the city of Dayton is the consideration upon which this Agreement is based. Company therefore agrees that by establishing and maintaining the employment figures as contemplated, Company shall pay annual minimum income taxes (based on the current 2.50% applicable tax rate) to City from Company’s employee wages subject to withholding in the amounts stated below (“Committed Employee Wage Withholding Taxes to be Paid”) each year.

<table>
<thead>
<tr>
<th>Year of Agreement</th>
<th>Committed Employee Wage Withholding Taxes to be Paid**</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$130,000</td>
</tr>
<tr>
<td>2022</td>
<td>$137,500</td>
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<tr>
<td>2023</td>
<td>$145,000</td>
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<tr>
<td>2024</td>
<td>$171,250</td>
</tr>
<tr>
<td>2025</td>
<td>$182,500</td>
</tr>
<tr>
<td>2026</td>
<td>$182,500</td>
</tr>
</tbody>
</table>

** The Committed Employee Wage Withholding Taxes to be Paid are subject to and shall be adjusted for changes in (i) the City’s Income Tax rate and/or (ii) the deductions from the gross wages paid that would impact the Committed Employee Wage Withholding Taxes to be Paid. The Committed Employee Wage Withholding Taxes to be Paid shall also include the City income taxes paid by employment agencies on behalf of employees that work at Facility.

For any year after the Project Grant is distributed in which the annual wage withholding taxes paid to City by Company fall below the amount stated in the “Committed Employee Wage Withholding Taxes to be Paid” for the corresponding year, Company shall pay such deficiency to City by February 1st of the following year. [By way of example, if the total amount of wage withholding taxes paid by Company to City in 2025 is $180,000.00, Company shall pay the deficiency of $2,500.00 to City no later than February 1, 2026.] The Company however shall not be required to pay in total more than the Project Grant paid to the Company pursuant to this Agreement.

B. No Credit for Excess Income Tax Withholding. For any given year, Company shall not receive a monetary credit for exceeding the amount of wage withholding taxes paid to City. [By way of example, if Company pays the City $140,000.00 in wage withholding taxes in 2021, it will not receive a monetary credit of $10,000.00 for exceeding the projected figure...
of $130,000.00] The Committed Employee Wage Withholding Taxes to be Paid by
Company for each year of this Agreement must stand on its own.

ARTICLE 5. SPECIFIC CONDITIONS.
A. Company shall comply with all applicable federal, state, and local laws, including applicable
prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal
and other public funds for the Project. All construction activities and other work required to
complete the Project shall be performed and completed in accordance with all applicable
federal, state, and local laws, rules, regulations, and orders, including all building, zoning and
fire code requirements. Company shall assume full and complete responsibility for any
alleged or actual violation of the foregoing, including payment of any penalty imposed and/or
repayment of improperly expended funds, if any, and shall defend, indemnify, and hold
harmless City and its elected officials, officers, agents, and employees therefrom.

B. Company shall establish and maintain a working relationship with City-designated job
placement and employment organizations, including the Montgomery County Job Center, to
assist with employment recruitment and satisfaction of the employment commitment set forth
above. In satisfying the New Job portion of the employment commitment set forth above,
Company shall submit a listing of all available employment positions to Montgomery County
Job Center or other job referral and placement agencies.

C. Company shall make every reasonable effort to hire residents of the City of Dayton to fill the
new employment positions to be created hereunder.

D. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release
specific tax records to the Department of Economic Development, for payroll verification as
it applies to this Agreement. Such records will be kept confidential, shall only be used for
the purposes stated herein, and returned to the City of Dayton Division of Revenue &
Taxation once review is complete, including all copies.

E. It is the City’s commitment to encourage the greatest participation possible of Minority- and
Women-owned, Small, and Local Businesses on all projects, joint agreements, and bid
opportunities through City’s Procurement Enhancement Program (“PEP”) and other
initiatives. To the extent Company makes capital improvements to the Facility, Company
(and/or their General Contractor) shall make good faith efforts to hire qualified and City of
Dayton Human Relations Council (“HRC”) PEP certified contractors, and particularly those
suppliers located in the city of Dayton, to complete work and services associated with the
Project:

PEP Participation Goals. Company agrees that the City’s Procurement Enhancement
Plan (“PEP”) participation goals for certified Small Business Enterprises (“SBEs”),
Minority Business Enterprises (“MBEs”), Women’s Business Enterprises (“WBEs”), and
Dayton Local Small Businesses (“DLSBs”) apply to the PEP-eligible capital
improvements portion of the Project, as determined by the HRC. The PEP participation
goals are:
SBE: 15%
MBE: 10%
WBE: 5%

Counting Toward Goals.

(i) To count toward the Project’s PEP Participation Goals, a company contracting on the Project must be certified with the City’s HRC and must be certified to perform the proposed work. The City encourages Company and Company’s construction contractors to review the list of PEP-certified companies at https://citybots.com/Home/Links (click on the “PEP Certification List” button) and to obtain a copy of each PEP-certified firm’s Certificate.

(ii) If a company is not currently PEP-certified, it may apply for PEP certification at any time; however, once a company is certified, only the portion of work performed on or after the company’s PEP certification date shall count toward the Project’s PEP Participation Goals. If a company’s PEP certification expires, only the portion of work performed while the company’s PEP certification was active shall count toward the Project’s PEP Participation Goals.

(iii) For each PEP-certified firm, Company or Company’s construction contractor shall submit to the HRC an executed PEP Participation Form describing the work to be performed, the dollar amount of the PEP firm’s contract or subcontract, and the dollar amount to be counted toward the Project’s PEP Participation Goals. The HRC shall acknowledge receipt of each PEP Participation Form within two (2) business days, and shall attempt to verify the PEP firm’s participation within five (5) business days. A verified PEP firm’s participation shall be counted in every category (i.e., SBE, MBE, WBE, and/or DLSB) in which the firm is certified.

F. Company shall commit to hiring residents from the West Dayton neighborhoods surrounding the Facility. Company shall establish and maintain a working relationship with City-designated job placement and employment organizations, including the Montgomery County Job Center, to assist with employment recruitment and satisfaction of the employment commitment. In satisfying the New Job portion of the employment commitment set forth above, Company shall submit a listing of all available employment positions to Montgomery County Job Center or other job referral and placement agencies.

G. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records relating to its obligations under this Agreement.

H. Company agrees to supply additional information upon request by the City of Dayton to verify its compliance with the terms of this Agreement and to cooperate in any audit or review of the funding provided hereunder.
ARTICLE 6. TERM AND TERMINATION.

This Agreement shall commence upon full execution by City and it shall expire on June 30, 2027, unless extended to a later date by amendment of earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Company’s assets is appointed by a court of competent jurisdiction.
2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Company’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
4. Company’s violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder. The City may terminate this Agreement at any time and without cause upon giving Company thirty (30) days prior written notice.

ARTICLE 7. INDEMNIFICATION.

Company shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys’ fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Company, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Company’s failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

ARTICLE 9. POLITICAL CONTRIBUTIONS.
Company affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting
political contributions.

ARTICLE 10. RECORDS AND RETENTION.
Company shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax
Accounting Method in recording and documenting all costs and expenditures related in whole or
part to the Project. All costs and expenditures for the Project for which Company will be
reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices,
contracts, vouchers or other accounting documents and other evidence (collectively, "Records").
All Records shall be clearly identified and readily accessible. At any time during normal
business hours and as often as City may reasonably request, Company shall make available to
City, the Auditor of the State of Ohio, the federal government and any of its departments and
agencies, and any of their designees, all of its Records related to this Agreement and the Project.
Company shall permit City, the Auditor of the State of Ohio, the federal government and any of
its departments and agencies and any of their designees to audit, examine, and make excerpts or
transcripts from such Records and to have audits made of all contracts, invoices, materials,
payrolls, personnel records, conditions of employment and other data pertaining in whole or in
part to matters covered by this Agreement.

Confidentiality and proprietary information, including trade secrets as defined under
applicable federal and state laws, shall be handled as such and not deemed a public record, or
otherwise subject to disclosure by the City, its elected officials, agents, and employees to the
greatest extent under and consistent with applicable federal state and local law.

All Records, including any and all supporting documentation for invoices submitted to City,
shall be retained by Company and made available for review by City, the Auditor of the State of
Ohio, the federal government and any of its departments and agencies, and any of their designees
for a minimum of three (3) years after the termination or expiration of this Agreement.
Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions
that involve any of the Records pertaining to this Agreement, which commences prior to the
expiration of the three-year period, Company shall retain such Records until completion of the
actions and resolution of all issues or the expiration of the three year period, whichever occurs
later.

ARTICLE 11. TAX REPRESENTATION.
Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the
City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter
5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent
taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking
enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101 et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS.

A. **Conflict of Interest.** Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

Any reference to a period of days shall mean calendar days unless identified as "business" days. Business days shall mean Monday through Friday, excluding Saturday and Sundays. and legal holidays for which the U.S. Postal Service does not deliver mail.

C. **Independent Contractor Status.** By executing this Agreement, Company acknowledges and agrees that it will be working with the City as an “independent contractor.” As an independent contractor for the City, Company shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection. Company shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

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

Company acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

D. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
E. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

F. **Waiver.** A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City’s rights with respect to any other or further breach.

G. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

H. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City:  
City of Dayton  
Department of Economic Development  
Attn: Ford Weber, Director  
101 W. Third Street  
Dayton, OH 45401

For Company:  
Martin Foster, Vice-President  
Economy Linen & Towel Service, Inc.  
80 Mead Street  
Dayton, Ohio 45402

I. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, City and Company, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

ECONOMY LINEN & TOWEL SERVICE, INC.

By: Bruce Feldman
Print name: Bruce Feldman
Its: President

CITY OF DAYTON, OHIO

______________________________
City Manager

______________________________
Date

APPROVED AS TO FORM
AND CORRECTNESS:

1/28/2021

X Amelia N. Blankenship for
City Attorney
Signed by: Blankenship, Amelia

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

______________________________, 2021

Min. / Bk. _______ Pg. _______

______________________________
Clerk of the Commission
EXHIBIT A

ED/GE Agreement
2019
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the
BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO,
Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422,
hereinafter referred to as the "Board," and the CITY OF DAYTON, MONTGOMERY
COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, O.R.C. Section 307.07 grants the Board the authority to create an Office of
Economic Development and to appoint a person to act as Director of said Office, referred to
hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to
become actively involved in the development and execution of economic development in
Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board
did create a Montgomery County Office of Economic Development and did appoint a Director of
same; and

1
WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situated within the boundaries of the CITY OF DAYTON Montgomery County, Ohio, known as the ECONOMY LINEN & TOWEL SERVICE, INC. Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on MAY 7, 2019, by Resolution #19-0595, the Board awarded the CITY OF DAYTON an amount not to exceed $300,000, or 2.9% of total project cost, from the 2019 Primary Economic Development Fund, to provide funding support for the ECONOMY LINEN & TOWEL SERVICE, INC. Project.

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

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of THIRTY HUNDRED THOUSAND DOLLARS ($300,000) or TWO AND NINE TENTHS PERCENT (2.9%) of total project cost, whichever is less, of the Board's 2019 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment. The Board will, within thirty (30) calendar days of the receipt of such a
statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.
6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use
of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this
Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

15. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.
IN WITNESS WHEREOF, the parties have hereunto set their hands this 21st day of January, 2021.

Signed and acknowledged in the presence of:

Witness
Witness
Witness

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By: __________________________
By: __________________________
By: __________________________

OR

By: __________________________
Michael B. Colbert
County Administrator

AND

By: __________________________
Erik S. Collins, Director
Community & Economic Development

Name of Jurisdiction
101 W. Third St.
Address
Dayton 041 45401
City State Zip

By: __________________________
City of Dayton
Title: __________________________

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY
APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
BY: [Signature]
Assistant Prosecuting Attorney
DATE: 10/2/20
EXHIBIT A
Work Program

Jurisdiction: CITY OF DAYTON

Project: ECONOMY LINEN & TOWEL SERVICE, INC.

This project will assist ECONOMY LINEN & TOWEL SERVICE, INC., also referred to as “PROJECT NEMO” considering construction of a 50,000 square foot processing and distribution center in the City of Dayton. The company projects the new facility will create 50 jobs. Funds will be used for construction of the new facility.
EXHIBIT B
Budget

Jurisdiction: CITY OF DAYTON

Project: ECONOMY LINEN & TOWEL SERVICE, INC.

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only $300,000, or 2.9% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.

<table>
<thead>
<tr>
<th>Sources/Expenses</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
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</tr>
<tr>
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Submitted by:

Signature: ________________________________

Title: ________________________________

Phone: ________________________________

Email: ________________________________

Alternative contact for further information if applicable:

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</table>
EXHIBIT B

City of Dayton
Department of Economic Development
Request for Disbursement

DATE ___________ VENDOR/ORGANIZATION ____________________________

AMOUNT REQUESTED ___________

The above-named vendor/organization hereby submits this request for reimbursement. We have reviewed our agreement with the City of Dayton and believe our request meets the eligibility requirements for reimbursement as detailed below.

_____ The expenses for which reimbursement is sought or which, if applicable, comprise project costs that are the basis of calculating the Reimbursement Percentage, were actually incurred as established by the attached documentation. (In the case of improvements to real property, this would most likely be invoices and proof of payment (i.e. copy of cancelled check) for construction and/or equipment/materials. For professional services agreements, this would most likely be a list of activities performed and the hours and wages that correlate thereto.)

_____ The expenses were incurred and/or services were performed during the eligible time frame set forth in the agreement.

_____ The expenses were incurred for eligible activities as set forth in the agreement.

_____ Activity reports have been duly submitted to the Department of Economic Development if required. (This generally pertains to professional services agreements.)

_____ The project is “completed” if required. Evidence of completion of the project (photos, Certificate of Use and Occupancy, etc.) is attached hereto.

_____ Organization has met all job creation and retention requirements if applicable or is on track to meet such requirements. (Detail job creation and retention requirements and status thereof below if appropriate.)

ADDITIONAL INFORMATION:

__________________________________________

For more information, please feel free to contact me unless another person is identified below.
RESOLUTION NO. 21-0100
JANUARY 26, 2021

RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE) AGREEMENT WITH CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, FOR THE ECONOMY LINEN & TOWEL SERVICE, INC. PROJECT, IN AN AMOUNT NOT TO EXCEED $300,000, OR 2.9% OF TOTAL PROJECT COST, WHICHEVER IS LESS. FUNDS IMPLEMENT A PROJECT FROM MONTGOMERY COUNTY'S YEAR PRIMARY ECONOMIC DEVELOPMENT FUND.

FUNDING SOURCE: PO# 000001140

WHEREAS, O.R.C. Section 307.07 grants the Board of County Commissioners of Montgomery County, Ohio, (the Board) the authority to create an Office of Economic Development and to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on June 4, 1991, the Board, pursuant to O.R.C. Section 307.07, did designate its Community and Economic Development Department as the Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, on MAY 7, 2019, by Resolution #19-0595, the Board awarded CITY OF DAYTON a distribution from the 2019 Primary Economic Development Fund not to exceed $300,000 or 2.9% of total project cost, to provide funding support for the ECONOMY LINEN & TOWEL SERVICE Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Ohio, that an Economic Development/Government Equity Program Project Agreement with CITY OF DAYTON, Montgomery County, Ohio for the ECONOMY LINEN & TOWEL SERVICE Project, in an amount not to exceed $300,000 or 2.9% of total project cost, whichever is less, be and is hereby approved.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this Resolution and make an imaged copy of this Resolution available on the Montgomery County, Ohio website at http://www.mcohio.org.
RESOLUTION NO: 21-0100
JANUARY 26, 2021

CERTIFICATE

Mrs. Rice moved the adoption of the foregoing resolution. It was seconded by Mrs. Lieberman, and upon call of the roll the following vote resulted:

Mrs. Rice, aye; Mrs. Lieberman, aye; Ms. Dodge, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 26th day of January, 2021.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

Emily Bradford, Clerk
Board of County Commissioners
Montgomery County, Ohio
A RESOLUTION

Authorizing the City Manager to enter into an Intergovernmental Agreement between the City of Dayton and Montgomery County, Ohio, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") desires to provide Three Hundred Thousand Dollars and Zero Cents ($300,000.00) to the Economy Linen & Towel Service, Inc., also known as Project Nemo, as part of local funding to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, The City of Dayton supports the project and believes it is in the best interest of the City of Dayton to enter into Intergovernmental Agreement regarding the grant funding being provided by the Montgomery County; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the projects, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio for the following project(s) and in the following amount:

Economy Linen & Towel Service, Inc. $300,000.00
Section 2. That for the reasons stated in the preamble hereto, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION Jan., 2021

SIGNED BY THE MAYOR January, 2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of the Commission

Approved as to form:

[Signature]
City Attorney
City Manager’s Report

From 5320 - Finance/Tax & Accounting

Supplier, Vendor, Company, Individual

Name CareSource Management Group Co

Address One South Main Street
Suite 900
Dayton, OH 45402

Date February 17, 2021

Expense Type Other, (See Description Below)

Total Amount $260,000.00

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Includes Revenue to the City ☑ Yes ☐ No

Affirmative Action Program ☐ Yes ☐ No ☑ N/A

Description

Agreement for Payment to the City

The Department of Finance requests City Commission approval to enter into the Agreement for Payment between the City of Dayton, Ohio, and CareSource, a non-profit corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, formerly known as CareSource Management Group Co. This one-time payment represents the amount of additional savings that the City would have realized if it could have refunded the 2012 tax-exempt bonds on the Main Street Garage as a non-taxable debt refinancing.

In January 2008, the City issued Series 2007 Economic Development Revenue Bonds to pay for constructing the parking garage at the southwest corner of North Main and West First Street. The City entered into a ground lease with the Dayton-Montgomery County Port Authority, which allowed the Port Authority to own and operate the garage. Subsequently, CareSource entered into a parking license agreement with the Port Authority to park at the garage. As a result, the City refunded the Series 2007 bonds with Series 2012 Economic Development Refunding Revenue Bonds in November 2012. Both the Series 2007 and Series 2012 bond issuances were issued as tax-exempt.

Per the terms of the parking license agreement, CareSource is required to maintain its status as a non-profit organization; however, in late 2020, CareSource informed the City of its plans to restructure specific components of its operations and wanted its affiliated management services organization, a for-profit limited liability company, to use the garage. Therefore, to facilitate modification of the parking license agreement for a for-profit end user, and to remain in compliance with IRS rules and regulations, the City issued its Economic Development Refunding Revenue Bonds, Series 2020 on November 12, 2020, on a federally-taxable basis. The federally-taxable Series 2020 bonds refunded the tax-exempt Series 2012 bonds.

In consultation with its bond underwriter, Stifel, Nicolaus & Company, Inc., the City determined that the actual savings from its federally-taxable refunding were approximately two-hundred sixty-thousand dollars ($260,000.00) less than the estimated savings from a similar tax-exempt refunding. CareSource recognized the effect of their business decision on the City’s ability to realize a greater amount of debt service savings and agreed to pay the City this amount to make up for the difference.

A copy of the Agreement for Payment is attached. The Department of Law has reviewed and approved the Agreement for Payment as to form and correctness.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
"2021-02-01 - City Manager's Report for CareSource Payment cl I signed" History

Document created by Esther Rohm (esther.rohm@daytonohio.gov)  
2021-02-12 - 2:03:49 PM GMT - IP address: 198.30.33.2

Document emailed to Joseph Parlette (joseph.parlette@daytonohio.gov) for signature  
2021-02-12 - 2:04:08 PM GMT

Email viewed by Joseph Parlette (joseph.parlette@daytonohio.gov)  
2021-02-12 - 2:09:56 PM GMT - IP address: 166.216.159.43

Document e-signed by Joseph Parlette (joseph.parlette@daytonohio.gov)  
Signature Date: 2021-02-12 - 2:10:13 PM GMT - Time Source: server - IP address: 166.216.159.43

Agreement completed.  
2021-02-12 - 2:10:13 PM GMT
February 5, 2021

TO: Mayor Whaley
Commissioner Joseph
Commissioner Mims
Commissioner Shaw
Commissioner Fairchild

FROM: C. LaShea Lorson
Deputy City Manager & Acting Finance Director

SUBJECT: Payment Agreement with CareSource for Loss Savings in Recent Bond Financing

A Payment Agreement authorizing the acceptance of $260,000.00 from CareSource will be on the Commission Calendar for your approval on February 17, 2021. The payment represents the amount of additional savings that the City would have realized if we could have refunded the 2012 tax-exempt bonds on the Main Street Garage as a non-taxable debt refinancing.

The City issued Series 2007 Economic Development Revenue Bonds to pay for constructing the parking garage at the southwest corner of North Main and West First Street in January 2008. The City entered into a ground lease with the Dayton-Montgomery County Port Authority, which allowed the Port Authority to own and operate the garage. Subsequently, CareSource entered into a parking license agreement with the Port Authority to park at the garage. As a result, the City refunded the Series 2007 bonds with Economic Development Refunding Revenue Bonds, Series 2012 in November 2012. Both the Series 2007 and Series 2012 bond issuances were issued as tax-exempt. Tax-exempt deals are less expensive for the City, both in financing costs and in the amount of the annual debt service payments.

Per the terms of the parking license agreement, CareSource is required to maintain its status as a non-profit organization, which allows the City to remain in compliance with bond covenants and IRS rules for tax-exempt financing. However, in late 2020 the City was informed by CareSource that they planned to restructure specific components of its operations and wanted its affiliated management services organization, a for-profit limited liability company, to use the garage.

Finance was already in the process of refunding the 2012 bonds under its current tax-exempt designation to take advantage of economic savings due to the low interest rate market in the fall of 2020. After consulting with our Bond Counsel and Underwriter, Finance determined that we would proceed with the refunding, but allow for the decision to refinance the deal as taxable if by the time we went to price the bonds, CareSource confirmed that their for-profit entity would occupy the garage. The Bond Ordinance (No. 31837-20) passed on September 16, 2020 authorized the City to refund the bonds under either taxing status (See Section 2 of the Ordinance).

After discussions with CareSource regarding the effect of their business decision on the City’s ability to realize a greater amount of debt service savings, CareSource agreed to pay the City to make up the
difference. Therefore, to facilitate modification of the parking license agreement for a for-profit end user, and to remain in compliance with IRS rules and regulations, the City issued its Economic Development Refunding Revenue Bonds, Series 2020 on November 12, 2020 on a federally-taxable basis (taxable). The federally-taxable Series 2020 bonds refunded the tax-exempt Series 2012 bonds.

After the bonds sold, the City and its bond underwriter, Stifel, Nicolaus & Company, Inc., determined the actual savings from taxable refunding was about two-hundred sixty-thousand dollars ($260,000.00) less than the estimated savings the City could have received if we had refunded the bonds as a tax-exempt transaction.

Please note that the refunding was still worthwhile and resulted in meaningful savings in debt service for the remainder of the bond’s terms (the estimated savings for a similar tax-exempt refunding was $1.37M ); it was just less than what it would have been under the non-taxable structure (the City’s actual savings will be $1.11M).

I have attached the Agreement for Payment for your review and a waiver memo that releases CareSource from a late payment penalty per the terms of the Agreement. The City did not receive the final signed Agreement from CareSource in time to have the Commission approve it before the stated January 31, 2021 deadline. However, the Agreement allows the City to waive the penalty, and we are exercising that option to proceed with accepting the payment.

Finally, I want to assure you that CareSource will continue using the garage under a revised license Agreement, and remain committed to its corporate presence in Downtown Dayton.

If you have questions or require additional information, please contact me at ext. 3613 or lashea.lofton@daytonohio.gov

CLL:bs

Attachments

C: Ms. Dickstein
   Mr. Parlette
   Ms. Walker
   Ms. Lavender
   Mr. John
   Mr. Smith
   File
AGREEMENT FOR PAYMENT

THIS AGREEMENT FOR PAYMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio, ("City") and CARESOURCE, a non-profit corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), formerly known as CareSource Management Group Co. ("CareSource").

WITNESSETH THAT:

WHEREAS, The City owns the ground and paid for the construction of a parking garage at the corner of Main and First Street ("First Street Garage") with its Tax-Exempt Economic Development Revenue Refunding Bonds, Series 2007, which bonds were refunded with its Tax-Exempt Economic Development Revenue Refunding Bonds, Series 2012 ("2012 Bonds"), and,

WHEREAS, The City entered into a ground lease with the Dayton-Montgomery County Port Authority ("Port Authority") whereby the Port Authority owns and operates the parking garage; and,

WHEREAS, CareSource entered into a parking license agreement in 2007 ("Parking License Agreement") with the Port Authority to park at the First Street Garage, and,

WHEREAS, CareSource, per the terms of the Parking License Agreement, is required to maintain its status as a non-profit organization exempt from federal income tax pursuant to Section 501(c)(3) of the Code, and,

WHEREAS, CareSource has restructured certain of its operations and desires to allow use of the First Street Garage under the Parking License Agreement to also be used by its affiliated management services organization, CareSource Management Services LLC, a for-profit limited liability company and, therefore, is working with the City to ensure it does not breach the Parking License Agreement; and,

WHEREAS, The City recently took action to refund the 2012 Bonds through issuance of federally taxable bonds in order to facilitate modification of the Parking License Agreement and allow CSMS to use the First Street Garage in compliance with the Code and with applicable Federal Internal Revenue Service rules and regulations ("IRS Regulations"); and,

WHEREAS, CareSource recognizes that the refunding of the 2012 Bonds with federally taxable bonds resulted in an increased cost to the City of Two Hundred Sixty Thousand Dollars and Zero Cents ($260,000.00) and CareSource agrees to reimburse the City such amount; and,

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

ARTICLE 1. FUNDING.

In consideration of the City refunding the 2012 Bonds as taxable bonds, CareSource shall pay Two Hundred Sixty Thousand Dollars and Zero Cents ($260,000.00) ("Payment Amount") to the City in one lump sum. The payment shall be made to the City by January 31, 2021. In the event the Payment Amount has not been received by January 31, 2021, CareSource’s failure to pay such Payment Amount shall be considered a breach of this Agreement and the City shall have the right to pursue legal or equitable remedies available at law.
ARTICLE 2.  SPECIFIC CONDITIONS.

A.  CareSource agrees to cooperate with the City in the event the City is subject to audit or otherwise required to provide verification to the IRS that the use of the First Street Garage is in compliance with the Code and applicable IRS Regulations. Specifically, upon written request from the City, CareSource agrees to provide documentation or other information related to the use of the First Street Garage by CareSource or its affiliates during the term of the Parking License Agreement, provided, however, to the extent any documentation or information is determined by CareSource, in its sole judgement, to be confidential or trade secret information, such documentation or information shall be made available to the City only for inspection and only to the extent necessary to assist the City in responding to such audit.

B.  The City agrees to cooperate with CareSource as needed in order to facilitate the amendment of the Parking License Agreement by the Port Authority and CareSource in order to remove covenants, terms and conditions restricting use of the First Street Garage to use by an organization exempt from federal income tax pursuant to the Code.

ARTICLE 3.  INDEMNIFICATION.

CareSource shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys’ fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the non-performance of this Agreement and/or the acts, omissions or conduct of CareSource, and its agents, employees, contractors, sub-contractors, and representatives, and/or CareSource’s failure to comply with federal, state, and local laws which are applicable to the performance of this Agreement.

ARTICLE 4.  EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

CareSource shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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

ARTICLE 5.  POLITICAL CONTRIBUTIONS

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

ARTICLE 6.  TAX REPRESENTATION.

CareSource certifies that, as of the date of execution, it does not owe any delinquent taxes to the City and/or does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, CareSource currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or CareSource filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against CareSource. For the purposes of this certification, delinquent
taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 7. GENERAL PROVISIONS.

A. **Authority.** CareSource covenants that it has all requisite authority, and the person executing this Agreement on behalf of CareSource is duly authorized by CareSource, to enter into, execute and perform its obligations under this Agreement.

B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

E. **Waiver.** A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City’s rights with respect to any other or further breach.

F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Reimbursement or any activities to be completed by CareSource.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

   For the City: LaShea Lofton  
   City Manager’s Office  
   City of Dayton  
   101 West Third Street  
   Dayton, OH 45401

   For CareSource: CareSource  
   230 N. Main Street  
   Dayton, Ohio 45402  
   Attn: Chief Executive Officer

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable,
invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

CITY OF DAYTON, OHIO

__________________________________________
City Manager

__________________________________________
Date

CARESOURCE

DocuSigned by:

By: [Signature]

VP, Treasury

Its: ____________________________

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

__________________________________________
Min. / Bk. _______ Pg. _______

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

1/13/2021

X  Amelia N. Blankenship for

City Attorney

Signed by: Blankenship, Amelia
January 31, 2021

Shannon Martin, counsel for CareSource Management Group Co.
CareSource Management Group Co.
230 N. Main Street
Dayton, Ohio 45402

Re: WAIVER OF LATE PAYMENT BREACH

Dear Ms. Martin,

This letter will confirm our understanding as it relates to a recent discussion regarding our Agreement for Payment ("Agreement"). As you know, the Agreement currently states that CareSource’s payment to the City shall be made by January 31, 2021. The Agreement must be approved by the Commission of the City of Dayton before the City can accept payment, and unfortunately the time frame for such approval could not be achieved.

In accordance with Article 7.E, all such waivers of breach must be in writing. The City shall not consider any payment made under the Agreement after January 31, 2021 to be a breach. The City anticipates the Agreement’s approval by Commission to be on February 17, 2021 and anticipates that the payment shall be made on or shortly thereafter.

Thank you for your cooperation throughout this process and we look forward to working with you in the future.

Please contact myself or my staff if you have any questions.

Sincerely,

Shelley Dickstein
City Manager

C: Amelia Blankenship
   Russell Knowles
   Brian Smith
From 5200 - Law/Civil
Supplier, Vendor, Company, Individual
Name Montgomery County Ohio
Address 451 West Third Street
Dayton OH 45422

Date February 17, 2021
Expense Type Other
Total Amount $10,410.38

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

Description

LEGAL SETTLEMENT

It is recommended that Ten Thousand Four Hundred Ten Dollars and Thirty-Eight Cents ($10,410.38) be paid in full as settlement of a moral obligation claim.

It is believed to be in the best interest of the City of Dayton and upon recommendation of the City Attorney, that the above amount be accepted as full and final settlement of this matter.

A Certificate of Funds in the amount of $10,410.38 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
SECTION I - to be completed by User Department

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Attach additional pages for more FOAPALs

Vendor Name: Montgomery County Ohio
Vendor Address: 451 West Third Street Dayton OH 45440
Federal ID: 31-6000172
Commodity Code: 96150
Purpose: Settlement of a claim due to property damage caused by City of Dayton. One time payment.

Contact Person: Regina D. Blackshear
Law - Civil
Department/Division
Date: 2/1/2021

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: C. LaShaw Turner
Date: 2-9-2021

CF Prepared by
Date: 3/5/21
CF/CT Number: C521-D103

October 18, 2011
January 19, 2021

TO: Shelley Dickstein
   City Manager

FROM: Barbara J. Doseck
       City Attorney

SUBJECT: Moral Obligation Claim #2020-076
   Montgomery County, OH
   $10,410.38

The purpose of this Memorandum is to discuss settlement of the above-referenced claim. It is the opinion of this Department that the best interest of the City of Dayton is served by settlement of the claim. Accordingly, payment is recommended in the amount of $10,410.38.

Commission approval is required.

APPROVED:

Shelley Dickstein

cc: Chief Lykins
    J. Parlette
    L. Lofton
AN ORDINANCE

Authorizing a Community Reinvestment Area Tax Abatement Agreement with Economy Linen & Towel Service, Inc. for Property Located at 2100 McCall Street in the City of Dayton, Ohio, and Declaring an Emergency.

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

WHEREAS, On September 14, 2016, this Commission adopted, and the Mayor of the City signed, Ordinance No. 31514-16 (the “CRA Ordinance”), which designated certain real property within the City as the “Southwest CRA” and declared the remodeling of existing structures and the construction of new structures within the Southwest CRA to be a public purpose for which real property tax exemptions may be granted; and,

WHEREAS, The Ohio Development Services Agency determined that the Southwest CRA contained the characteristics set forth in Ohio Revised Code (“O.R.C.”) Section 3735.66 required for a CRA and confirmed the Southwest CRA on December 27, 2016, as CRA No. 113-21000-162; and,

WHEREAS, Economy Linen & Towel Service, Inc., doing business as McCall Acquisitions, LLC (the “Owner”) owns the approximately 15.47-acre property within the Southwest CRA, located at 2100 McCall Street, Dayton, Ohio, and more particularly described on Exhibit A attached to and incorporated into this Ordinance (the “Property”); and,

WHEREAS, The Owner intends to invest approximately Ten Million Dollars and Zero Cents ($10,000,000.00) to construct a commercial laundry facility (the “Project”); and,

WHEREAS, The Owner has submitted an application (attached to and incorporated into this Ordinance as Exhibit B) to the City’s Housing Officer (as designated in the CRA Ordinance) requesting a 15-year, one hundred percent (100%) Commercial CRA tax abatement on the increase in assessed value of the Property resulting from the Project, and the Housing Officer has reviewed the application and has recommended the same to the Commission on the basis that the Owner is qualified as financially responsible and experienced in business to create and preserve employment opportunities in the Southwest CRA and improve the economic climate of the City; and,

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

WHEREAS, The Owner has submitted to the City the required State application fee of Seven Hundred Fifty Dollars and Zero Cents ($750.00) made payable to the State of Ohio
which shall be transferred by the City to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in O.R.C. Section 122.174, which fee is required by O.R.C. Section 3735.672(C); and,

WHEREAS, The Property is located within the Dayton City School District (the “School District”), and the City has notified the School District of its intention to adopt this Ordinance and enter into the CRA Agreement (as defined below), and has delivered to the School District a copy of this Ordinance and CRA Agreement in accordance with O.R.C. Sections 3735.671 and 5709.83; and,

WHEREAS, The School District has adopted a resolution pertaining to this Ordinance, by which the School District has (1) agreed to waive notice of this Ordinance within fourteen (14) days of its adoption notwithstanding any other notice period provided by Ohio law, (2) approved this Ordinance on the condition that the Owner and the School District enter into a compensation agreement (the “Compensation Agreement”), and (3) authorized the School District to enter into the Compensation Agreement; and,

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

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

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

Section 1. That this Commission hereby determines that the Owner is qualified to receive CRA tax abatements with respect to Property, all pursuant to O.R.C. Sections 3735.65 through 3735.70 and to the CRA Ordinance.

Section 2. This Commission hereby approves the CRA Agreement attached to this Ordinance as Exhibit C, which CRA Agreement shall be in the form required by O.R.C. Section 3735.671 and shall provide a tax exemption for the Property due to the completion of the Project for a period of fifteen (15) years in an amount equal to one hundred percent (100%) of the increase in assessed value of the Property as a result of the completion of the Project at the Property. No exemption shall commence after January 1, 2023 nor extend beyond January 1, 2038. The CRA Agreement further shall require the Owner to enter into the Compensation Agreement with the School District.

Section 3. That the City Manager, or her designee, is hereby authorized to execute, deliver, and perform the CRA Agreement, substantially in the form attached to this Ordinance as Exhibit C, with such changes as are consistent with this Ordinance and not materially adverse to the City, both of which shall be conclusively evidenced by the signature of the City Manager or her designee on the CRA Agreement.
Section 4. That the Clerk of this Commission shall forward a certified copy of this Ordinance, along with all exhibits to this Ordinance, to the Director of Ohio Development Services Agency within fifteen (15) days after the CRA Agreement is entered into, all pursuant to O.R.C. Section 3735.671.

Section 5. That pursuant to the CRA Agreement, the Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of this Agreement. On each anniversary of the date of the execution of the CRA Agreement, the Owner shall pay to City an annual fee as provided under O.R.C. Section 3735.671(D), which annual fee shall equal to the greater of (i) 1.00% of the value of the CRA tax exemption to the Owner in the previous year, or (ii) Five Hundred Dollars and Zero Cents ($500.00); provided, that if the value of the CRA tax exemption exceeds $250,000 in a year, the annual fee shall not exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in O.R.C. Section 3735.671(D), including compliance with O.R.C. Sections 3735.672 and 5709.85.

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

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

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

MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
EXHIBIT A

2100 McCall Street

Tract 1

Situated in the City of Dayton, County of Montgomery, State of Ohio, and being Lot Numbered EIGHTY-FOUR THOUSAND SIX HUNDRED FORTY SIX (84646) of the consecutive numbers of lots on the Revised Plat of the said City of Dayton, Ohio.

Parcel Number: R72 09703 0004

Tract 2

Situated in the City of Dayton, County of Montgomery, and State of Ohio, and being Lot Numbered EIGHTY-FOUR THOUSAND SIX HUNDRED FORTY SEVEN (84647) of the consecutive numbers of lots on the Revised Plat of the said City of Dayton, Ohio.

 Parcel Number: R72 09703 0005

Said parcels together being approximately 15.47 acres.
EXHIBIT B

CRA APPLICATION
Commercial CRA Application

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Dayton located in the County of Montgomery and ECONOMY LINEN AND TOWEL SERVICE INC.

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

   Economy Linen and Towel Service Inc  Bruce Feldman
   Enterprise Name  Contact Person

   80 Mead Street Dayton OH 45402  937-222-4625
   Address  Telephone Number

b. Project site:

   2100 McCall Street Dayton OH 45402  Bruce Feldman
   Address (Line 1)  Contact Person

   937-222-4625
   Address (Line 2)  Telephone Number

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

   Commercial Laundry focused on processing and distributing medical linen

b. List primary 6 digit North American Industry Classification System (NAICS) # 812331

   Business may list other relevant SIC numbers.

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

   _______________________________________________________________

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

3. Name of principal owner(s) or officers of the business.
   Bruce Feldman, DeNeal Feldman, Jason Feldman, Martin Foster

4. a. State the enterprise's current employment level at the proposed project site:
   0

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

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

   d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
   260 Full Time and 20 Part Time Employees in Ohio (6 live in KY but work in Ohio)

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

   f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
5. Does the Property Owner owe:
   
   a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
      Yes ___  No X___

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

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

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

6. Project Description: Economy Linen plans to build new facility to launder  
   healthcare linen. The company currently owns and operates two facilities (one  
   processing hospital linen and one processing food & beverage and non-acute healthcare  
   linen). Initially, portion of production will be transferred from each of the two existing  
   plants as they are currently operating at capacity but over time the volume will be  
   backfilled and the new facility will allow for growth in both healthcare markets and food  
   & beverage market.

7. Project will begin March 1, 2021 and be completed April 1, 2022 provided a tax exemption  
   is provided.

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

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

   c. State proposed schedule for hiring (itemize by full and part-time and permanent and  
      temporary employees):  
      All employees planned to be full-time. Plan to hire 20 in year 1, 20 in year two and 30 in  
      year 3.

9. a. Estimate the amount of annual payroll such new employees will add $2,370.00 (new  
    annual payroll must be itemized by full and part-time and permanent and temporary new
employees).

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

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
   A. Acquisition of Buildings: $__________
   B. Additions/New Construction: $ 10,000,000
   C. Improvements to existing buildings: $__________
   D. Machinery & Equipment: $ 12,000,000
   E. Furniture & Fixtures: $ 500,000
   F. Inventory: $__________
   Total New Project Investment: $ 22,500,000

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

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

Company will be taking on significant additional debt in order to finance the $22.5M project of constructing the new facility and equipment and while they have searched, they have found no suitable existing buildings in the Dayton Market. The tax incentives will help ensure the company is able to meet the debt repayment obligations.

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

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

**ECONOMY LINEN & TOWEL SERVICE, INC.**
Name of Property Owner

**Bruce R. Feldman, President**
Typed Name and Title

Signature

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

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

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

CRA AGREEMENT
COMMUNITY REINVESTMENT AREA AGREEMENT

THIS COMMUNITY REINVESTMENT AREA AGREEMENT (the “Agreement”) is made and entered into effective the ____ day of __________, 2021 between the CITY OF DAYTON, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with its main offices located at 101 W. Third St., Dayton, Ohio, 45401, (the “City”), and ECONOMY LINEN & TOWEL SERVICE, INC., an Ohio limited liability company (the “Owner”), having its principal office address at 80 Mead Street, Dayton, Ohio 45402.

WITNESSETH:

WHEREAS, The City Commission (the “Commission”) by its Ordinance No. 30861-09, passed on May 13, 2009, and modified by Ordinance No. 31399-15, passed on May 20, 2015 and Ordinance No. 31602-17, passed on December 20, 2017 authorizes the City of Dayton, Ohio (the “City”) to implement a community reinvestment area program pursuant to Ohio Revised Code Sections 3735.65 through 3735.70, and approved certain administrative procedures for the program; and,

WHEREAS, Effective December 27, 2016, the Director of Development of the State of Ohio determined that the area designated by Ordinance No. 31514-16 (the “Southwest CRA”) contained the characteristics set forth in Ohio Revised Code Section 3735.66, and confirmed the Southwest CRA as community reinvestment area No. 113-21000-162 under Ohio Revised Code Chapter 3735; and,

WHEREAS, The City has determined to pursue tax incentives to encourage the redevelopment of real property located at 2100 McCall Street within the City (as described more particularly in Exhibit A attached to and incorporated into this Agreement, the “Property”), which Property is entirely within the boundaries of the Southwest CRA, in order to enable economic stability, maintain real property values, and generate new employment opportunities within the City; and,

WHEREAS, The Owner intends to operate a commercial laundry focused on processing and distributing linen in the health care market (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the building(s) and structure(s) to be constructed on the Property; and,

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

WHEREAS, The Director of Economic Development of the City (the “Housing Officer”) has reviewed the Commercial Application and has recommended the same to the Commission on the basis that the Owner is qualified as financially responsible and experienced in business to create and preserve employment opportunities in the Southwest CRA and improve the economic climate of the City; and,

WHEREAS, The Property is located in the Dayton City School District and the Board of Education of such school district has been notified in accordance with Ohio Revised Code Sections 3735.671 and 5709.83 and has been provided a certified copy of this Agreement, has agreed to waive the notice period
with respect to the contents of this Agreement, and has approved this Agreement and has entered into a Compensation Agreement with the Owner; and,

WHEREAS, The City, having the appropriate authority under Ohio Revised Code Chapter 3735, is desirous of providing the Owners with incentives available for the development of the Property in the Southwest CRA; and,

WHEREAS, Pursuant to Ordinance No. __________ (the “CRA Ordinance”), passed on ______________, 2021, the Commission has authorized the execution of this Agreement; and,

WHEREAS, Pursuant to Ohio Revised Code Section 3735.671(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the City and the Owner desire to enter into this Agreement with respect to the matters described in this Agreement.

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

Section 1. The estimated total cost of the improvements to the Property is expected to be approximately Ten Million Dollars and Zero Cents ($10,000,000.00). The commencement of the Project is scheduled to begin on or after the date on which this Agreement is executed, and will be completed not later than December 31, 2022.

The City and the Owner acknowledge that the investment and cost associated with the Project may increase or decrease. The City and the Owner acknowledge that the cost of Project does not and will not necessarily equal the taxable or assessed value of the Property following completion of the Project. The Owner further acknowledges, no machinery, equipment, furniture, fixtures or inventory of the Owner exists at the Property prior to execution of this Agreement.

The assumptions and estimates provided in this Section 1 are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The assumptions and estimates provided in this Section 1 are based on forward-looking assessments of market conditions for commercial development in Ohio and on assumed increases in assessed value that may occur as a result of the development in and around the Property. The City and the Owner agree that the assumptions and estimates provided in this Section 1 are not a guarantee of future performance by the Owner.

Section 2. The Owners currently estimate that there are no employees of the Owner employed at the Property. The Owner currently estimates that its businesses at the Property will result in approximately seventy (70) full-time equivalent employees employed on the Property, with such employment to commence in early 2023. The Owner currently estimates that the employment of full-time equivalent employees on the Property will result in approximately Two Million Three Hundred Seventy Thousand Dollars and Zero Cents ($2,370,000.00) of total payroll each year.

The estimates provided in this Section 2 are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The City and the Owner recognize that the employment and payroll estimates associated with the Project may increase or decrease. The City and the Owner agree that the estimates provided in this Section 2 are not a guarantee of future performance by the Owner.
Section 3. Pursuant to Ohio Revised Code Section 3735.67 and the CRA Ordinance and subject to the terms and conditions of this Agreement, the City hereby grants the Owner a tax exemption for the Property for a period of fifteen (15) years in an amount equal to one hundred percent (100%) of the increase in assessed value of the Property as a result of the completion of the Project at the Property. The exemption from real property taxation referenced in this Section 3 is a community reinvestment area exemption (the “CRA Exemption”). The CRA Exemption for any portion of the Project shall commence the first year for which such portion of the Project would first be taxable were such portion of the Project not exempted from taxation. No exemption shall commence after January 1, 2023 nor extend beyond January 1, 2038.

Section 4. The Owner shall pay or cause to be paid such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this Agreement with respect to the Property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter; provided, that such failure is not corrected within thirty (30) days of written notice thereof to the Owner.

Section 5. The Owner hereby certifies that at the time this Agreement is executed, the Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Owner is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 6. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

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

Section 7. If for any reason the City revokes its designation of the Southwest CRA containing the Property, or the Director of the Ohio Department of Development revokes certification of the Southwest CRA containing the Property, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies exemptions from taxation granted pursuant to this Agreement with respect to the Property.

Section 8. If the Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement with respect to the Property, and may require the repayment of the amount of taxes that would have been payable had the Property not been exempted from taxation under this Agreement. The Commission of the City may, in making any of the determinations contemplated by this Section 8, secure repayment of such taxes that are

Project Nemo
CRA Agreement
required to be repaid by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

Section 9. The Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by that Council to evaluate the Owner’s compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Tax Incentive Review Council.

Section 10. This Agreement is not transferable or assignable by the Owner without the express written approval of the City.

Section 11. Exemptions from taxation granted under this Agreement shall be revoked with respect to the Property if it is determined that the Owner, any successor to the Owner or any related member (as those terms are defined in Ohio Revised Code Section 3735.671(E)) has violated the prohibition against entering into this Agreement under Ohio Revised Code Sections 3735.671(E), 5709.62 or 5709.63 prior to the time prescribed by those sections.

Section 12. The City and the Owner acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

Section 13. The Owner shall pay to the City an initial fee of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) upon execution of this Agreement. On each anniversary of the date of the execution of this Agreement, the Owner shall pay to City an annual fee as provided under Ohio Revised Code Section 3735.671(D), which annual fee shall equal to the greater of (i) 1.00% of the value of the CRA Exemption to the Owner in the previous year, or (ii) Five Hundred Dollars and Zero Cents ($500.00); provided, that if the value of the CRA Exemption exceeds Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in a year, the annual fee shall not exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) in such year. The City agrees to use the initial fee and any annual fees paid by the Owner for the purposes specified in Ohio Revised Code Section 3735.671(D), including compliance with Ohio Revised Code Sections 3735.672 and 5709.85.

Section 14. The Owners agree to pay the required State application fee of Seven Hundred Fifty Dollars and Zero Cents ($750.00) upon execution of this Agreement required by Ohio Revised Code 3735.672(C) in connection with this Agreement and the Commercial Application. The City agrees to transfer the State application fee to the State of Ohio for credit to the Tax Incentive Program Operating Fund created in Ohio Revised Code Section 122.174 upon receipt of the fee from the Owners.

Section 15. The owner agrees to abide by the terms of the Compensation Agreement dated , 2021 and executed by the Owner and Dayton Public Schools. Specifically, the Owner agrees to remit annual compensation payments to Dayton Public Schools Board of Education ("DPS") on or before October 1st of each year while the CRA exemption is in effect in the amount of twenty-five percent (25%) of the real property taxes that would have been charged and payable against the value of the building improvements had there been no commercial CRA exemption. Owner’s failure to make a compensation payment to DPS, unless cured on or before December 1st shall be a material default of this Agreement and grounds for termination of the CRA exemption.

Section 16. The Owner affirmatively represents and agrees that it does not owe: (i) any delinquent taxes to the State of Ohio or a political subdivision of the State; (ii) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to

Project Name
CRA Agreement
the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 17. The Owner agrees to follow non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by Federal or State law.

Section 18. The Owner affirmatively represents and agrees it has made no false statements to the State or the City or any other local political subdivisions in the process of obtaining approval of the community reinvestment area incentives for the Buildings. If any representative of the Owner has knowingly made a false statement to the State or a local political subdivision to obtain the community reinvestment area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars and Zero Cents ($1,000.00) and/or a term of imprisonment of not more than six (6) months.

Section 19. The City agrees to forward a copy of this Agreement to the Ohio Department of Development within fifteen (15) days of its execution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City of Dayton, Ohio, pursuant to Ordinance Number -21, passed _______2021, has caused this instrument to be executed as of the date and year first above written above, and the Owner, has caused this instrument to be executed by the authorized representative named below as of the date and year first above written above.

CITY OF DAYTON, OHIO

By: _________________________________
   City Manager

ECONOMY LINEN & TOWEL SERVICE, INC.

By: _________________________________
   Bruce Foldman
Name: _______________________________
   Bruce Foldman
Title: _______________________________
   President

APPROVED AS TO FORM
AND CORRECTNESS:

1/28/2021

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

__________________________, 2021

Min. Bk. ____  Pg. ____

Clerk of the Commission

Project Nemo
CRA Agreement
EXHIBIT A

2100 McCall Street

Tract 1

Situated in the City of Dayton, County of Montgomery, State of Ohio, and being Lot Numbered EIGHTY-FOUR THOUSAND SIX HUNDRED FORTY SIX (84646) of the consecutive numbers of lots on the Revised Plat of the said City of Dayton, Ohio.

Parcel Number: R72 09703 0004

Tract 2

Situated in the City of Dayton, County of Montgomery, and State of Ohio, and being Lot Numbered EIGHTY-FOUR THOUSAND SIX HUNDRED FORTY SEVEN (84647) of the consecutive numbers of lots on the Revised Plat of the said City of Dayton, Ohio.

Parcel Number: R72 09703 0005

Said parcels together being approximately 15.47 acres.
EXHIBIT B

COMMERCIAL APPLICATION
Commercial CRA Application

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Dayton located in the County of Montgomery and __ECONOMY LINEN AND TOWEL SERVICE INC.

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

   Economy Linen and Towel Service Inc.  Bruce Feldman
   Enterprise Name              Contact Person
   80 Mead Street Dayton OH 45402  937-222-4625
   Address                      Telephone Number

b. Project site:

   2100 McCall Street Dayton OH 45402  Bruce Feldman
   Address (Line 1)                  Contact Person
   __________________________________     ____________________
   Address (Line 2)                  Telephone Number     937-222-4625

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

   Commercial Laundry focused on processing and distributing medical linen

b. List primary 6 digit North American Industry Classification System (NAICS) # 812331

   Business may list other relevant SIC numbers. ____________________________________________

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

   ____________________________________________
   ____________________________________________
   ____________________________________________

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

Corporation

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

Bruce Feldman, DeNeal Feldman, Jason Feldman, Martin Foster

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

0

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

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


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

260 Full Time and 20 Part Time Employees in Ohio (6 live in KY but work in Ohio)

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

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
5. Does the Property Owner owe:
   
a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
   Yes ___  No  X

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

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

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

6. Project Description:  Economy Linen plans to build new facility to launder 
   healthcare linen. The company currently owns and operates two facilities (one 
   processing hospital linen and one processing food & beverage and non-acute healthcare 
   linen). Initially portion of production will be transferred from each of the two existing 
   plants as they are currently operating at capacity but over time the volume will be 
   backfilled and the new facility will allow for growth in both healthcare markets and food 
   & beverage market.

7. Project will begin March 1, 2021 and be completed April 1, 2022 provided a tax exemption 
   is provided.

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

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

   c. State proposed schedule for hiring (itemize by full and part-time and permanent and 
   temporary employees):
   All employees planned to be full-time. Plan to hire 20 in year 1, 20 in year two and 30 in 
   year 3.

9. a. Estimate the amount of annual payroll such new employees will add $2,370.00 (new 
   annual payroll must be itemized by full and part-time and permanent and temporary new
employees).

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

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

A. Acquisition of Buildings: $__________________
B. Additions/New Construction: $10,000,000
C. Improvements to existing buildings: $__________________
D. Machinery & Equipment: $12,000,000
E. Furniture & Fixtures: $500,000
F. Inventory: $__________________

Total New Project Investment: $22,500,000

11. a. Business requests the following tax exemption incentives: _____100___ % for _____15___ years covering real estate as described above. Be specific as to the rate, and term.

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

Company will be taking on significant additional debt in order to finance the $22.5M project of constructing the new facility and equipment and while they have searched, they have found no suitable existing buildings in the Dayton Market. The tax incentives will help ensure the company is able to meet the debt repayment obligations.

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

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

ECONOMY LINEN & TOWEL SERVICE, INC.  \[1-11-2021\]
Name of Property Owner

Signature

Bruce R. Feldman, President
Typed Name and Title

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

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

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

COMPENSATION AGREEMENT
COMPENSATION AGREEMENT
Economy Linen & Towel Service, Inc.

This Compensation Agreement (this “Agreement”) is made and entered into as of ______________, 2021, by and between ECONOMY LINEN & TOWEL SERVICE, INC. (the “Developer”), a corporation in the State of Ohio, located at 80 Mead Street, Dayton, Ohio 45402, and the BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT (the “School District”), a public school district organized and existing under the laws of the State of Ohio with its main offices located at 115 South Ludlow Street, Dayton, Ohio 45402.

WITNESSETH:

WHEREAS, the Developer intends to construct a commercial laundry facility (the “Project”) at the site located at 2100 McCall Street (the “Property”), which is within the School District boundary; and

WHEREAS, the proposed Project will be located within an area designated as a Community Reinvestment Area (CRA) pursuant to Ohio Revised Code (“O.R.C.”) § 3735.66; and

WHEREAS, the City of Dayton (the “City”), as an incentive for the Developer to construct the Project, has indicated willingness to sell the Property at a discounted negotiated price; and

WHEREAS, as part of the acquisition of the Property from the City and in recognition of the commercial tax abatement that will subsequently be derived from the CRA, the Developer has agreed to provide compensation to the School District; and

NOW, THEREFORE, in consideration of the premises and obligations contained in this Agreement, the parties agree as follows:

Section 1. Compensation. In consideration of the financial benefits that will derived from the commercial tax abatement under the CRA, the Developer hereby agrees to compensate the School District by providing additional payments and in-kind services (the “Developer Services”) to the School District, as described in the attached Exhibit A.

Developer will also provide City with an annual report summarizing the Developer Services provided to the School District by January 31 of each subsequent year during the Term of the Agreement.

Section 2. Term. The Term of this Agreement shall commence on the date the Developer completes construction of the Project (which is anticipated to be no later than December 31, 2021) and shall end at the end of the 15- year exemption period (which is anticipated to be December 31, 2036).

In the event the Developer does not construct the Project, then this Agreement shall be void and the parties shall be free from any obligations under it.
Section 3. School District Consents and Waivers. In consideration of the Compensation to be provided by the Developer to the School District, the School District hereby:

(i) consents to the residential tax abatement granted by right under the CRA; and

(ii) waives compliance with any notice requirements set forth in O.R.C. §§ 3735.671, 5709.83 and 5715.27(B) with respect to the CRA Exemption for the Project.

Section 4. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement, and copied to the City of Dayton within 30 days of execution.

Section 5. Entire Agreement. This Agreement is executed pursuant to O.R.C. §§ 3735.671, 5709.82, 5709.83 and 5715.27(B) and (C), and sets forth the entire agreement and understanding between the parties, including without limitation all forms of compensation to be paid to the School District pursuant to those sections, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

Section 6. Notices. All certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the Developer: Economy Linen & Towel Service, Inc.
80 Mead Street
Dayton, Ohio 45402
Attention: Bruce R. Feldman, President

If to the School District: Dayton City School District
115 South Ludlow Street
Dayton, Ohio 45402
Attention: Treasurer/CFO

Copy to: City of Dayton
Economic Development Department
101 West Third Street
Dayton, OH 45402
Attention: Director

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.
Section 7. General Provisions.

i. Conflict of Interest. Developer covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the project.

ii. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles thereof relating to conflicts or choice of laws, and is deemed to be executed in Dayton, Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

iii. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the School District and Developer.

iv. Assignment. Neither the School District nor Developer may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article will prevent Developer from employing independent consultants, associates, and subcontractors to assist in the performance of the services.

v. Waiver. A waiver by either the School District or Developer of any breach of this Agreement shall be in writing. Such a waiver will be effective only in the specific instance and for the specific purpose for which it is given and will not affect the waiving party’s rights with respect to any other or further breach.

vi. Integration. This Agreement represents the entire and integrated agreement between the School District and Developer. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

vii. Political Contributions. Developer affirms and certifies that it complies with Ohio Revised Code 3517.13 limiting political contributions.

Section 8. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.
IN WITNESS WHEREOF, the Developer and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

ECONOMY LINEN & TOWEL SERVICE, INC

By: [Signature]
Name: Bruce Feldman
Title: President

DAYTON CITY SCHOOL DISTRICT

By: [Signature]
Treasurer/CFO

By: [Signature]
President, Board of Education

Received by the City of Dayton: [Signature]
Date

By: [Signature]
Exhibit A

Developer Services

Pursuant to this Agreement, the Developer agrees to provide the following benefits to the School District:

1. Upon completion of the Project, Developer shall:
   a. Provide $5,000 annual contribution to the Dayton Public School District to support student education needs that prepare students for the adult workforce through 2036.
   b. Provide up to 50 sets of gently used scrubs annually for students who participate in the medical/dental programs offered by the district through 2036.
February 9, 2021

TO: Shelley Dickstein, City Manager

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

SUBJECT: Economy Linen – Commercial CRA and Development Agreement

In support of the Economy Linen project at 2100 McCall Street, the Department of Economic Development is submitting a Development Agreement as well as an Ordinance authorizing a Commercial CRA Agreement for City Commission’s consideration at its February 17 meeting. The project and the two submittals are briefly summarized below.

Project Overview:
Economy Linen intends to construct a 50,000 square foot state of the art commercial laundry facility at 2100 McCall Street. The company is investing approximately $22.5 million dollars in the project ($10 million in construction and $12.5 million in machinery and equipment). The company has a strong reputation of hiring returning citizens. The company expects to create 70 new jobs with a payroll of $2.3 million.

Additionally, on January 20, 2021 the City Commission approved the sale of a fifteen-acre brownfield site at 2100 McCall Street, which the City owns and will convey for $10.00. The City acquired the site in 2001 and utilized $900,000 in Clean Ohio funds to complete a $1.4 Million environmental remediation of the property in 2012. The site includes enough acreage for expansion.

Development Agreement:
In addition to the real estate conveyance, the City is supporting the project with a $600,000 Development Grant of which $300,000 is funded by the West Dayton Development Trust Fund and $300,000 is funded by an ED/GE grant from Montgomery County. The Development Agreement includes PEP goals that have been negotiated with HRC, as well as a claw back provision and a requirement to use all reasonable efforts to hire local residents.

Commercial CRA Real Estate Tax Exemption
The City is also supporting the project with a 15-year 100% CRA real estate tax exemption on the value of the improvements to be constructed. Economy Linen will make a 25% PILOT payment to Dayton Public Schools during the term of the CRA exemption. In addition to the PILOT payment, Economy Linen and Dayton Public Schools have agreed on the terms of a Compensation Agreement. The Compensation Agreement provides that each year Economy Linen will make a $10,000 payment to Dayton Public Schools and also donate 50 sets of gently used healthcare scrubs to be used by students in the medical and dental vocational programs. Dayton Public Schools will formally approve the Compensation Agreement at its February 16 meeting.

Please feel free to contact me at extension 3621 if you have any questions.

C: Joe Parlette
LaShea Lofton
AN ORDINANCE

Accepting the Report Provided by the Charter Review Commission; and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since provided its report and recommended revisions to the Charter per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact new Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepts the recommendations of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact new Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

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

Section 1. That Commission hereby accepts the Charter revision recommendations provided by the City’s CRC. The CRC’s report is incorporated here as the attached Exhibit A.

Section 2. That Commission shall take the steps necessary to present these recommended revisions to the electors of the City.

Section 3. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
EXHIBIT A
February 12, 2021

TO: Shelley Dickstein  
City Manager  

FROM: Barbara J. Doseck  
City Attorney  

SUBJECT: Charter Review Commission Recommendations

In December of 2020, the Dayton City Commission sat the Charter Review Commission and provided an agenda of Charter provisions to consider for amendment. City staff including myself worked closely with the group to review, research, and make recommendations for proposed Charter amendments.

Attached to this memorandum are copies of the proposed Charter amendments which includes Sections 190, 105, 07, 39, 38 and 36.

Should you have any questions, please feel free to contact me.
AN ORDINANCE

Accepting the Report Provided by the Charter Review Commission; and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since provided its report and recommended revisions to the Charter per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact new Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepts the recommendations of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact new Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

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

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Section 3. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 38 of the Charter; Repealing Existing Section 38, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 38 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 38. - Compensation and Attendance.

(A) The compensation of each Commissioner and of the Mayor shall be determined in accordance with the following procedure:

(1) The presiding officer of the Commission shall appoint five electors of the city as a Compensation Board, three to serve for two years and two for four years, to take office within 30 days after the effective date of this section. Thereafter, members of the Compensation Board shall be appointed to serve four years and
until their successors have been appointed and have qualified. One member of the Board shall represent organized labor, one shall be representative of business, two shall be members of the city's citizen participation organizations [organizations] and one shall represent the community at large. The seat of a member of the Board shall be forfeited if such member fails to maintain the qualifications of an elector of the city, and a replacement shall be appointed in the manner previously prescribed.

(2) The Board shall from time to time elect a chairperson from its membership. Within 45 days of its creation, and at least quadrennially thereafter, the Board shall meet to consider the salary and compensation of the Mayor and Commissioners.

(3) No later than December 1 of each year that the Board meets, the Board shall prepare a report to the City Commission setting forth its recommendations of compensation for the Mayor and Commissioners. The City Commission shall, within 30 days of receiving the Board's report, either approve it by ordinance or, in the event a majority of the Commission is not in favor thereof, reject it. The proposal may not be amended or modified. In the event a proposal submitted by the Board is rejected, the Board may, but shall not be required to, reconvene and submit a revised proposal to the Commission.

(4) Until such time as a Compensation Board is appointed and a proposal approved by the Commission, the Mayor and the Commissioners shall continue to receive the compensation hitherto set forth in the Charter.

(A) Beginning on January 1, 2022, the salary of each Commissioner and of the Mayor shall be determined for each calendar year in accordance with the following procedure:

For each City Commissioner, the greater of the City Commissioner’s previous calendar year salary or 50% of the current calendar year’s salary paid to the highest paid Commissioner of the Montgomery County, Ohio Board of County Commissioners.

For the City Mayor, the greater of the Mayor’s previous calendar year salary or 75% of the current calendar year salary paid to the highest paid Commissioner of the Montgomery County, Ohio Board of County Commissioners.

(B) Benefits and other non-salary compensation for the Mayor and other members of the Commission shall include health benefits and retirement benefits. In addition, the Mayor and the members of the Commission shall receive actual and necessary expenses incurred in the performance of their duties of office as provided for by ordinance.
For each absence of a Commissioner from a regular meeting of the Commission, unless authorized by a majority vote of all members thereof, there shall be deducted a sum equal to one percent of the annual salary of such member. Absence from five consecutive regular meetings shall operate to vacate the seat of a member unless such absence be authorized by the Commission.

Section 2. The ballot language shall read as follows:

“Shall the Charter of the City of Dayton, Ohio be amended by revising Section 38 to calculate Commission member salaries as a designated fraction of Montgomery County Commissioner salaries and to reflect benefits received?”

Section 3. That upon approval by a majority of the electors voting thereon, the amendment to Section 38 shall take effect on July 1, 2021.

Section 4. That upon approval of the amendments to Section 38 by a majority of the electors voting thereon, existing Section 38 of the Charter are repealed effective June 30, 2021.

Section 5. That the Clerk of the Commission is directed to certify a copy of this Ordinance to the Board of Elections of Montgomery County, Ohio, within the proper time allowed by law, and to give notice of the proposed amendment to Section 38 of the Charter by newspaper advertising in accordance with the provisions of Section 731.211 of the Ohio Revised Code.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

________________________
Mayor of the City of Dayton, Ohio

Attest:

________________________
Clerk of the Commission

Approved as to form:

________________________
City Attorney
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 38 of the Charter; Repealing Existing Section 38, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission's report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton's Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 38 of Dayton's Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 38. - Compensation and Attendance.

(A) The compensation of each Commissioner and of the Mayor shall be determined in accordance with the following procedure:

(1) The presiding officer of the Commission shall appoint five electors of the city as a Compensation Board, three to serve for two years and two for four years, to take office within thirty (30) days after the effective date of this section. Thereafter, members of the Compensation Board shall be appointed to serve four years and
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 36 of the Charter; Repealing Existing Section 36, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission (“CRC”) and said CRC has since submitted recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property or health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 36 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 36. - Mayor.

The Mayor shall be separately nominated at the primary election to be held in May, 1969 and separately elected at the regular municipal election to be held in November, 1969 and each fourth year thereafter. The Mayor shall have and exercise all such powers as are conferred and perform all duties imposed upon him or her by this Charter, the ordinances of the city, and the laws of the state. He or she shall be the presiding officer of the Commission, except that in his or her absence, a president pro tempore may be chosen. The Mayor shall be recognized as the official head of the city by the courts for the purpose of serving official head of the city by the courts for the purpose of serving civil process; by
the Governor for purposes of the military law; and for all ceremonial purposes. **The Mayor’s responsibilities shall include:** to convene community groups; advocate for the City on state and federal levels; maintain relationships with other elected officials; cultivate grant and foundation opportunities; and lead the Commission establishment of policy. In the event of a vacancy in the office of Mayor, the remaining members of the Commission shall choose his successor for the unexpired term from their own number.

**Section 2.** The ballot language shall read as follows:

“Shall the Charter of the City of Dayton, Ohio be amended by revising Section 36 to specifically detail the Mayor’s responsibilities?”

**Section 3.** That upon approval by a majority of the electors voting thereon, the amendment to Section 36 shall take effect on July 1, 2021.

**Section 4.** That upon approval of the amendments to Section 36 by a majority of the electors voting thereon, existing Section 36 of the Charter are repealed effective June 30, 2021.

**Section 5.** That the Clerk of the Commission is directed to certify a copy of this Ordinance to the Board of Elections of Montgomery County, Ohio, within the proper time allowed by law, and to give notice of the proposed amendment to Section 36 of the Charter by newspaper advertising in accordance with the provisions of Section 731.211 of the Ohio Revised Code.

**Section 6.** For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

Mayor of the City of Dayton, Ohio

Attest:

____________________________
Clerk of the Commission

Approved as to form:

____________________________
City Attorney
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 36 of the Charter; Repealing Existing Section 36, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission (“CRC”) and said CRC has since submitted recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 36 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 36. - Mayor.

The Mayor shall be separately nominated at the primary election to be held in May, 1969 and separately elected at the regular municipal election to be held in November, 1969 and each fourth year thereafter. The Mayor shall have and exercise all such powers as are conferred and perform all duties imposed upon him or her by this Charter, the ordinances of the city, and the laws of the state. He or she shall be the presiding officer of the Commission, except that in his or her absence, a president pro tempore may be chosen. The Mayor shall be recognized as the official head of the city by the courts for the purpose of serving official head of the city by the courts for the purpose of serving civil process; by
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 39 of the Charter; Repealing Existing Section 39, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 39 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 39. – Meetings of the Commission.

For the purpose of allowing newly-elected and qualified Commissioners to assume the duties of their office, the Commission shall meet on the first Monday in January following a regular municipal election, or the next day if the first Monday in January following a regular municipal election is a legal holiday. The Commission shall meet at a place and time announced during the last
Commission meeting of the previous year. Thereafter the Commissioners shall meet at such times as may be prescribed by ordinance or resolution, except that they shall not meet less than once each week. Should a scheduled meeting of the Commission lack a quorum, the meeting may be cancelled by a majority of the Commission providing written notification to the Clerk of their unavailability. A cancelled meeting shall not constitute an absence from a meeting by a Commissioner and shall not require authorization from the Commission.

The Mayor, any two members of the Commission, or the City Manager, may call special meetings of the Commission upon at least 24 hours’ written notice to each member of the Commission, served personally on each member or left at his or her usual place of residence. All meetings of the Commission shall be open to the public in accordance with the Ohio Sunshine Law presently codified in Ohio R.C. § 121.22. The Commission shall determine its own rules and order of business and shall keep a journal of its proceedings.

**However, notwithstanding the foregoing, during the pendency of a city declaration of emergency, the City Commission may hold and attend meetings and may conduct and attend hearings by means of teleconference, video conference, or any other similar electronic technology pursuant to conditions that will be established by ordinance.**

**Section 2.** The ballot language shall read as follows:

“Shall the Charter of the City of Dayton, Ohio be amended by revising Section 39 to allow Commission meetings to occur by electronic means during an emergency?”

**Section 3.** That upon approval by a majority of the electors voting thereon, the amendment to Section 39 shall take effect on July 1, 2021.

**Section 4.** That upon approval of the amendments to Section 39 by a majority of the electors voting thereon, existing Section 39 of the Charter are repealed effective June 30, 2021.

**Section 5.** That the Clerk of the Commission is directed to certify a copy of this Ordinance to the Board of Elections of Montgomery County, Ohio, within the proper time allowed by law, and to give notice of the proposed amendment to Sections 39 of the Charter by newspaper advertising in accordance with the provisions of Section 731.211 of the Ohio Revised Code.
Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

______________________________
Mayor of the City of Dayton, Ohio

Attest:

______________________________
Clerk of the Commission

Approved as to form:

______________________________
City Attorney
EXHIBIT A
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 39 of the Charter; Repealing Existing Section 39, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 39, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 39, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 39, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 39 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 39. – Meetings of the Commission.

For the purpose of allowing newly-elected and qualified Commissioners to assume the duties of their office, the Commission shall meet on the first Monday in January following a regular municipal election, or the next day if the first Monday in January following a regular municipal election is a legal holiday. The Commission shall meet at a place and time announced during the last
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 97 of the Charter; Repealing Existing Section 97, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted the recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 97 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 97. - Chief Examiner - Duties.

The Chief Examiner shall be the employment officer of all city employees coming under the classified service. He or she shall provide examinations in accordance with regulations of the Board and maintain lists of eligibles of each class of the service of those meeting the requirements of said regulations. Positions in the classified service shall be filled by him or her from such eligible lists upon requisition from and after consultation with the City Manager. As positions are filled the employment officer shall certify the fact, by proper and prescribed form, to the City Treasurer and the director of the department in which the vacancy exists.
Notwithstanding the foregoing, the Chief Examiner is authorized to establish and implement a selection process for the appointment of police recruits or firefighter recruits, which is within his or her discretion, will result in the selection of candidates based on merit, efficiency, character, industry and conduct. The selection process is not limited to Rule of One, but the City may use any lawful process to select police and fire recruits, including but not limited to, Rule of Three, Rule of Ten, and/or banding, and is, subject only to the Ohio Constitution and the Rules and Regulations or Policies of the Civil Service Board.

Section 2. The ballot language shall read as follows:

“Shall the Charter of the City of Dayton, Ohio be amended by revising Section 97 to allow for police and firefighter recruit appointments to be selected from a larger group of applicants?”

Section 3. That upon approval by a majority of the electors voting thereon, the amendment to Section 97 shall take effect on July 1, 2021.

Section 4. That upon approval of the amendments to Section 97 by a majority of the electors voting thereon, existing Section 97 of the Charter are repealed effective June 30, 2021.

Section 5. That the Clerk of the Commission is directed to certify a copy of this Ordinance to the Board of Elections of Montgomery County, Ohio, within the proper time allowed by law, and to give notice of the proposed amendment to Section 97 of the Charter by newspaper advertising in accordance with the provisions of Section 731.211 of the Ohio Revised Code.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

__________________________
Mayor of the City of Dayton, Ohio

Attest:

__________________________
Clerk of the Commission

Approved as to form:

__________________________
City Attorney
EXHIBIT A
By: ........................................  No ........................................

AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 97 of the Charter; Repealing Existing Section 97, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted the recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 97 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 97. - Chief Examiner - Duties.

The Chief Examiner shall be the employment officer of all city employees coming under the classified service. He or she shall provide examinations in accordance with regulations of the Board and maintain lists of eligibles of each class of the service of those meeting the requirements of said regulations. Positions in the classified service shall be filled by him or her from such eligible lists upon requisition from and after consultation with the City Manager. As positions are filled the employment officer shall certify the fact, by proper and prescribed form, to the City Treasurer and the director of the department in which the vacancy exists.
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Amend Section 105 of the Charter; Repealing Existing Section 105, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission (“CRC”) and said CRC has since submitted the recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 105 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold and deletions in strikethrough:

Sec. 105. - Political Belief, Assessments and Activity.

No person in the classified service or seeking admission thereto, shall be appointed, reduced or removed, or in any way favored or discriminated against because of political opinions or affiliations, or because of race, color or religious belief. No officer or employee of the city shall directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving any assessment, subscription or contribution for any political party or political purpose whatever to be used in a city of Dayton municipal election, or in support of or in opposition to any candidate for election to the office of mayor or member of commission of the city of Dayton, Dayton Municipal Judicial election, or Dayton Municipal Clerk of Courts elections. No person holding a position in the classified service
shall take any part in political management or affairs or in political campaigns further than to cast his vote or to express privately his opinion. This section shall not be construed to limit any person's right as a citizen to express opinions or to cast a vote, nor shall it be construed to prohibit any person from active participation in political campaigns at any level of government other than city of Dayton municipal elections or in support of or in opposition to any candidate for election to the office of mayor, member of commission of the city of Dayton, Dayton Municipal judicial elections, or Dayton Municipal Clerk of Court elections. Any violation of this section shall operate to forfeit the office or position held by the person violating the same and shall render any such person ineligible to any municipal office or position for a period of one year.

Section 2. The ballot language shall read as follows:

“Shall the Charter of the City of Dayton, Ohio be amended by revising Section 105 to expand employee’s rights to engage in political activity?”

Section 3. That upon approval by a majority of the electors voting thereon, the amendment to Section 105 shall take effect on July 1, 2021.

Section 4. That upon approval of the amendments to Section 105 by a majority of the electors voting thereon, existing Section 105 of the Charter are repealed effective June 30, 2021.

Section 5. That the Clerk of the Commission is directed to certify a copy of this Ordinance to the Board of Elections of Montgomery County, Ohio, within the proper time allowed by law, and to give notice of the proposed amendment to Section 105 of the Charter by newspaper advertising in accordance with the provisions of Section 731.211 of the Ohio Revised Code.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION…………………………………, 2021

SIGNED BY THE MAYOR…………………………………, 2021

__________________________
Mayor of the City of Dayton, Ohio

Attest:

__________________________
Clerk of the Commission

Approved as to form:

__________________________
City Attorney
EXHIBIT A
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021
Special Election a Proposal to Amend Section 105 of the
Charter; Repealing Existing Section 105, and Declaring an
Emergency.

WHEREAS, The City Commission convened a Charter Review Commission
(“CRC”) and said CRC has since submitted the recommended revisions to the Charter as
reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections
36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit
A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend
Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will
propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the
Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39,
97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less
than sixty (60) nor more than one hundred twenty (120) days after the passage of this
Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace,
property and health or safety, it is necessary for this Ordinance to take effect immediately
upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE
COMMISSION OF THE CITY OF DAYTON:

Section 1. That an amendment to Section 105 of Dayton’s Charter be submitted to
the electors of the City at the May 4, 2021 special election. The Charter shall be amended
as follows with additions in bold and deletions in strikethrough:

Sec. 105. - Political Belief, Assessments and Activity.

No person in the classified service or seeking admission thereto, shall be
appointed, reduced or removed, or in any way favored or discriminated against
because of political opinions or affiliations, or because of race, color or religious
belief. No officer or employee of the city shall directly or indirectly solicit or
receive or be in any manner concerned in soliciting or receiving any assessment,
subscription or contribution for any political party or political purpose whatever to
be used in a city of Dayton municipal election, or in support of or in opposition
to any candidate for election to the office of mayor or member of commission
of the city of Dayton, Dayton Municipal Judicial election, or Dayton Municipal
Clerk of Courts elections. No person holding a position in the classified service
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Enact Section 190 of the Charter, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted the recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the enactment of Section 190 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold:

Sec. 190. - Water as a Public Utility.

The public water resources and infrastructure of the city of Dayton, including systems and facilities related to the supply, storage, treatment, and distribution of water, shall be owned or leased by the city of Dayton and controlled by the city of Dayton. Such resources and infrastructure, within the city of Dayton municipal boundaries shall not be sold, leased, or transferred into private ownership.

Section 2. The ballot language shall read as follows:
“Shall the Charter of the City of Dayton, Ohio be amended by enacting Section 190 to declare the City’s water system to be a public utility that shall not be leased or transferred to private ownership or control?”

Section 3. That upon approval by a majority of the electors voting thereon, the enactment of Section 190 shall take effect on July 1, 2021.

Section 4. That the Clerk of the Commission is directed to certify a copy of this Ordinance to the Board of Elections of Montgomery County, Ohio, within the proper time allowed by law, and to give notice of the proposed enactment of Section 190 of the Charter by newspaper advertising in accordance with the provisions of Section 731.211 of the Ohio Revised Code.

Section 5. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2021 Special Election a Proposal to Enact Section 190 of the Charter, and Declaring an Emergency.

WHEREAS, The City Commission convened a Charter Review Commission ("CRC") and said CRC has since submitted the recommended revisions to the Charter as reflected in its report per Section 169 of the Dayton Charter; and,

WHEREAS, The Charter Review Commission’s report proposes to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and is attached hereto as Exhibit A; and,

WHEREAS, The City Commission accepted the report of the CRC to amend Sections 36, 38, 39, 97, and 105 and enact Section 190 of the Charter and therefore will propose same to the electors of the City; and,

WHEREAS, Section 169 of Dayton’s Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Sections 36, 38, 39, 97, and 105 and enactment of Section 190 of the Charter to the electors of the City not less than sixty (60) nor more than one hundred twenty (120) days after the passage of this Ordinance; and,

WHEREAS, To provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY TWO THIRDS OF ALL MEMBERS OF THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the enactment of Section 190 of Dayton’s Charter be submitted to the electors of the City at the May 4, 2021 special election. The Charter shall be amended as follows with additions in bold:

Sec. 190. - Water as a Public Utility.

The public water resources and infrastructure of the city of Dayton, including systems and facilities related to the supply, storage, treatment, and distribution of water, shall be owned or leased by the city of Dayton and controlled by the city of Dayton. Such resources and infrastructure, within the city of Dayton municipal boundaries shall not be sold, leased, or transferred into private ownership.

Section 2. The ballot language shall read as follows:
AN ORDINANCE

Appropriating Funds for the Year 2021 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

WHEREAS, State law and the Charter of the City of Dayton require an Annual Appropriation Ordinance to provide for the expenses and obligations of various City Departments for the ensuing year; and,

WHEREAS, State law imposes an April 1 deadline by which each political subdivision or other taxing unit of the State of Ohio shall pass an annual appropriation measure for that fiscal year; now, therefore,

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

Section 1. That there shall be and hereby are appropriated out of any monies in the treasury, or any accruing revenues of the City available for said purposes, the sums of appropriation hereafter set forth in the column marked “2021 Appropriations”.

<table>
<thead>
<tr>
<th>GOVERNMENTAL FUND TYPE</th>
<th>Appropriations</th>
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<tr>
<td>(1) General Fund - 10</td>
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<tr>
<td>1200 Clerk of Commission</td>
<td>1,255,400</td>
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<td>1300 Civil Service Board</td>
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<td>Expenses</td>
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<td>Transfers Out</td>
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<td>Total</td>
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<td>1400 Human Relations Council</td>
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<td>2100 City Manager's Office</td>
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<td>2101 Public Affairs</td>
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<td>2105 Office of Sustainability</td>
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<td>2300 Dept. of Planning and Community Development</td>
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<td>(including Housing Inspection)</td>
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<td>Expenses</td>
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<td>Transfers Out</td>
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<tr>
<td>2500 Clerk of Courts</td>
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<td>2510 Municipal Court</td>
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<td>2600 Department of Economic Development</td>
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<td>(including Zoning Admin. &amp; Building Inspection)</td>
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<td>2700 Dept. of Procurement, Management &amp; Budget</td>
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<td>3400 Department of Water</td>
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<td>5200 Department of Law</td>
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<td>5300 Department of Finance</td>
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### 2021 Appropriations

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<td>Department of Information Technology</td>
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<td>6500</td>
<td>Department of Recreation &amp; Youth Services (incl.</td>
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<td>Convention Ctr.)</td>
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<td>9980</td>
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<td><strong>Total Issue 9 - General Fund</strong></td>
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### Community Golf & Recreation Fund - 13000

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<td>Department of Recreation &amp; Youth Services</td>
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<td><strong>Total Community Golf &amp; Recreation Fund</strong></td>
<td><strong>2,100,000</strong></td>
<td></td>
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</tbody>
</table>

### Special Projects - 16999

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Expenses</th>
<th>Transfers Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>16999</td>
<td>Special Projects</td>
<td>15,044,400</td>
<td>2,093,400</td>
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<tr>
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<tr>
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<td><strong>Total</strong></td>
<td><strong>17,137,800</strong></td>
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### Income Tax Fund - 75000

<table>
<thead>
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<th>Code</th>
<th>Description</th>
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</tr>
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<tbody>
<tr>
<td>75000</td>
<td>Income Tax Fund</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>5,280,000</strong></td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>5,280,000</strong></td>
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</tbody>
</table>

### Total General Fund

<table>
<thead>
<tr>
<th></th>
<th>196,071,400</th>
</tr>
</thead>
</table>

### (2) Special Revenue

**Roadway Maintenance Fund – 21999**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>6400</td>
<td>Department of Public Works</td>
<td>5,992,000</td>
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<tr>
<td></td>
<td><strong>Total Roadway Maintenance Fund</strong></td>
<td><strong>5,992,000</strong></td>
</tr>
<tr>
<td>Fund Type</td>
<td>Code</td>
<td>Department</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>---------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Street Maintenance Capital - 21200</td>
<td>6400</td>
<td>Department of Public Works</td>
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<tr>
<td></td>
<td></td>
<td><strong>Total Street Maintenance</strong></td>
</tr>
<tr>
<td>Highway Maintenance Fund - 21100</td>
<td>6400</td>
<td>Department of Public Works</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Highway Maintenance</strong></td>
</tr>
<tr>
<td>Total Roadway Maintenance Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUD Programs Operating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Dev. Block Grant Fund - 26204-26209 and 26102</td>
<td>2300</td>
<td>Dept. of Planning and Community Development</td>
</tr>
<tr>
<td></td>
<td>5300</td>
<td>Department of Finance</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Community Dev. Block Grant Fund</strong></td>
</tr>
<tr>
<td>HOME Operating Fund - 27000</td>
<td>2300</td>
<td>Dept. of Planning and Community Development</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total HOME Operating Fund</strong></td>
</tr>
<tr>
<td>Total HUD Programs Operating</td>
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<td></td>
</tr>
<tr>
<td>HUD Programs Non-Operating</td>
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<td></td>
</tr>
<tr>
<td>Fair Housing Grant Fund - 23000 - 23999</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Various Departments</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prior Year's Unexpended Appropriation</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Fair Housing Grant Fund</strong></td>
</tr>
<tr>
<td>Emergency Solutions Grant - 25002</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Various Departments</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prior Year's Unexpended Appropriation</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Emergency Solutions Grant</strong></td>
</tr>
<tr>
<td>Continuum of Care Grant - 25525 - 25599</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Various Departments</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prior Year's Unexpended Appropriation</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Continuum of Care Grant</strong></td>
</tr>
<tr>
<td>Community Dev. Block Grant Non-Operating Fund - 26001 - 26906</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Various Departments</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prior Year's Unexpended Appropriation</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Community Dev. Block Grant Non-Operating Fund</strong></td>
</tr>
<tr>
<td>HOME Non-Operating Fund - 27001 - 27999</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Various Departments</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
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</tbody>
</table>
### 2021 Appropriations

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td>4,096,500</td>
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<tr>
<td>Total HOME Non-Operating Fund</td>
<td>5,427,200</td>
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<tr>
<td><strong>Total HUD Programs Non-Operating</strong></td>
<td>25,506,500</td>
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</table>

### Miscellaneous Grants - 28000; 29000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Various Departments</td>
<td>2,068,000</td>
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<td>Total</td>
<td>2,068,000</td>
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<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td>21,915,100</td>
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<tr>
<td>Total Miscellaneous Grants</td>
<td>23,983,100</td>
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</table>

### Other Special Revenue - 22111-515

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Various Departments</td>
<td>6,452,200</td>
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<tr>
<td>Total</td>
<td>6,452,200</td>
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<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td>1,539,500</td>
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<tr>
<td>Total Other Special Revenue Fund</td>
<td>7,991,700</td>
</tr>
</tbody>
</table>

**Total Special Revenue**                         | 66,355,900 |

### (3) Debt Service

#### General Debt Retirement Fund - 31100-33100

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5300 Department of Finance</td>
<td>11,150,800</td>
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<tr>
<td>Total General Debt Retirement Fund</td>
<td>11,150,800</td>
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<tr>
<td><strong>Total Debt Service</strong></td>
<td>11,150,800</td>
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</tbody>
</table>

### (4) Capital Project Funds

#### General Capital Fund - 40000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various Capital Projects Transfers Out</td>
<td>18,718,800</td>
</tr>
<tr>
<td>Total</td>
<td>337,000</td>
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<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td>19,055,800</td>
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<tr>
<td>Total Capital Project Funds</td>
<td>47,105,400</td>
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<td><strong>Total Capital Project Funds</strong></td>
<td>66,161,200</td>
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</table>

### (5) Permanent Funds

#### Permanent Fund - 71000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various Departments</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total Permanent Fund</strong></td>
<td>50,000</td>
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</tbody>
</table>

**TOTAL GOVERNMENTAL FUND**                        | 339,789,300 |

### PROPRIETARY FUND TYPE

#### (6) Enterprise Funds

##### Aviation Operating Fund - 51000 and 51001

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3200-9990 Department of Aviation Expenses</td>
<td>30,590,200</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>2,133,000</td>
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<tr>
<td>Total</td>
<td>32,723,200</td>
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<tr>
<td><strong>Total Aviation Operating Fund</strong></td>
<td>32,723,200</td>
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<tr>
<td>Fund</td>
<td>Appropriations</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>Aviation Capital Fund - 51002 - 52999</strong></td>
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</tr>
<tr>
<td>Various Capital Projects</td>
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</tr>
<tr>
<td>Transfers Out</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>14,123,000</td>
</tr>
<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td></td>
</tr>
<tr>
<td>Total Aviation Capital Fund</td>
<td>35,710,500</td>
</tr>
<tr>
<td><strong>Water Operating Fund - 53000, 53997 and 53998</strong></td>
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</tr>
<tr>
<td>2600 Department of Economic Development</td>
<td>123,400</td>
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<tr>
<td>3400 Department of Water - 3400 and 9970</td>
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<tr>
<td>Expenses</td>
<td>52,197,600</td>
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<td>Transfers Out</td>
<td>9,058,400</td>
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<tr>
<td><strong>Total</strong></td>
<td>61,256,000</td>
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<tr>
<td>5300 Department of Finance</td>
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<tr>
<td><strong>Total Water Operating Fund</strong></td>
<td>68,459,600</td>
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<tr>
<td><strong>Water Capital Fund - 53001 - 53996</strong></td>
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</tr>
<tr>
<td>Various Capital Projects</td>
<td>12,658,400</td>
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<tr>
<td><strong>Total</strong></td>
<td>12,658,400</td>
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<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td>28,507,400</td>
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<tr>
<td>Total Water Capital Fund</td>
<td>41,165,800</td>
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<tr>
<td><strong>Sanitary Sewer Operating Fund - 55000</strong></td>
<td></td>
</tr>
<tr>
<td>3400 Department of Water - 3400 and 9970</td>
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<tr>
<td>Expenses</td>
<td>35,073,500</td>
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<tr>
<td>Transfers Out</td>
<td>6,925,000</td>
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<tr>
<td><strong>Total</strong></td>
<td>41,998,500</td>
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<tr>
<td><strong>Total Sanitary Sewer Operating Fund</strong></td>
<td>41,998,500</td>
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<tr>
<td><strong>Sanitary Sewer Capital Fund - 55001 - 55999</strong></td>
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<tr>
<td>Various Capital Projects</td>
<td>15,258,500</td>
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<td><strong>Total</strong></td>
<td>15,258,500</td>
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<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td>35,404,000</td>
</tr>
<tr>
<td>Total Sanitary Sewer Capital Fund</td>
<td>50,662,500</td>
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<tr>
<td><strong>Storm Water Operating Fund - 58000</strong></td>
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<tr>
<td>3400 Department of Water - 3400 and 9970</td>
<td></td>
</tr>
<tr>
<td>Expenses</td>
<td>5,962,000</td>
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<td>Transfers Out</td>
<td>1,000,000</td>
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<tr>
<td><strong>Total</strong></td>
<td>6,962,000</td>
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<tr>
<td>6400 Department of Public Works</td>
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<td>Expenses</td>
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<tr>
<td>Transfers Out</td>
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<td><strong>Total</strong></td>
<td>1,522,500</td>
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<td><strong>Total Storm Water Operating Fund</strong></td>
<td>8,484,500</td>
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<tr>
<td><strong>Storm Water Capital Fund - 58001 - 58999</strong></td>
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<tr>
<td>Various Capital Projects</td>
<td>1,000,000</td>
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<tr>
<td><strong>Total</strong></td>
<td>1,000,000</td>
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<tr>
<td>Prior Year's Unexpended Appropriation</td>
<td>6,999,900</td>
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<tr>
<td>Total Storm Water Capital Fund</td>
<td>7,999,900</td>
</tr>
<tr>
<td>Account Number</td>
<td>Description</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>59000</td>
<td>Golf Operating Fund</td>
</tr>
<tr>
<td>6500</td>
<td>Department of Recreation &amp; Youth Services Expenses</td>
</tr>
<tr>
<td></td>
<td>Transfers Out</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td>Total Golf Operating Fund</td>
</tr>
<tr>
<td>59001</td>
<td>Golf Capital</td>
</tr>
<tr>
<td></td>
<td>Various Capital Projects</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td>Prior Year's Unexpended Appropriation</td>
</tr>
<tr>
<td></td>
<td>Total Golf Capital Fund</td>
</tr>
</tbody>
</table>

**Total Enterprise Funds** 284,255,300

**Internal Service Funds**

**Fleet Management Fund - 61000**

| 6400 | Department of Public Works | 6,891,000 |
| 6400 | Total Fleet Management Fund | 6,891,000 |

**Document Management Services Fund - 62100**

| 5500 | Department of Central Services | 520,500 |
| 5500 | Total Stores and Reproduction Fund | 520,500 |

**Healthcare Self Insurance - 63000**

| 5600 | Department of Human Resources | 33,325,600 |
| 5600 | Total Healthcare Self Insurance Fund | 33,325,600 |

**Workers' Compensation Fund - 65000**

| 5600 | Department of Human Resources | 4,741,600 |
| 5600 | Total Workers' Compensation Fund | 4,741,600 |

**Plumbing Shop - 66000**

| 6400 | Department of Public Works | 725,100 |
| 6400 | Total Plumbing Shop | 725,100 |

**Fire Fleet Management - 67000**

| 6330 | Department of Fire | 1,559,700 |
| 6330 | Total Fire Fleet Management Fund | 1,559,700 |

**Total Internal Service Funds** 47,763,500

**TOTAL PROPRIETARY FUND** 332,018,800

**TOTAL ALL OPERATING FUNDS** 671,808,100

**Section 2.** That the City Manager is authorized to advance up to One Million Dollars and Zero Cents ($1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.
**Section 3.** That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 and as described below:

<table>
<thead>
<tr>
<th>GOVERNMENTAL FUND TYPE</th>
<th>2021 Transfers Out</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(1) General Fund - 10</strong></td>
<td></td>
</tr>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>10000-1300</td>
<td>Civil Service 40000-1300</td>
</tr>
<tr>
<td>10000-2300</td>
<td>Planning and Community Development 16999-2300</td>
</tr>
<tr>
<td>10000-6200</td>
<td>Police 16000-2300</td>
</tr>
<tr>
<td>10000-9980</td>
<td>Non-Departmental 16999-2700</td>
</tr>
<tr>
<td></td>
<td>16999-5600</td>
</tr>
<tr>
<td></td>
<td>16999-1400</td>
</tr>
<tr>
<td></td>
<td>28999-1400</td>
</tr>
<tr>
<td><strong>Subtotal Transfers Out 10000</strong></td>
<td><strong>822,500</strong></td>
</tr>
<tr>
<td>13000-6550</td>
<td>Golf Operating 40000-6550</td>
</tr>
<tr>
<td>16999-2600</td>
<td>Special Projects 40000-2600</td>
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<tr>
<td></td>
<td>31100-5300</td>
</tr>
<tr>
<td></td>
<td>65000-5600</td>
</tr>
<tr>
<td><strong>Issue 9 - General Fund - 10001</strong></td>
<td><strong>2,093,400</strong></td>
</tr>
<tr>
<td>10001-9980</td>
<td>Non-Departmental 16999-2300</td>
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<tr>
<td><strong>Subtotal Transfers Out 10001</strong></td>
<td><strong>4,300,000</strong></td>
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<tr>
<td>75000-5300</td>
<td>Income Tax Fund 16999-2600</td>
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<td>16999-2300</td>
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<tr>
<td></td>
<td>40000-6400</td>
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<tr>
<td></td>
<td>59000-6550</td>
</tr>
<tr>
<td><strong>Subtotal Transfers Out 75000</strong></td>
<td><strong>5,280,000</strong></td>
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<tr>
<td><strong>Total General Fund Transfers Out</strong></td>
<td><strong>13,350,600</strong></td>
</tr>
</tbody>
</table>

**(4) Capital Projects**

| 40001-49999 | General Capital Fund 31100-5300 | G.O. Debt 337,000 |

**(6) Enterprise Funds**

<p>| 51000 and 51001-9960 | Aviation Operating Fund 51002-52999-3200 | Aviation Capital 2,133,000 |
| 51002-52999-3200 | Aviation Capital 51000-51000-3200 | Aviation Operating 5,056,200 |</p>
<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Transfers Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>53000-9970 Water Operating Fund</td>
<td>53001-53996-3400 Water Capital</td>
<td>9,058,400</td>
</tr>
<tr>
<td>55000-9970 Sanitary Sewer Operating Fund</td>
<td>55001-55999-3400 Sanitary Sewer Capital</td>
<td>6,925,000</td>
</tr>
<tr>
<td>58000-9970 Storm Water Operating Fund</td>
<td>58001-58999-3400 Storm Water Capital</td>
<td>1,000,000</td>
</tr>
<tr>
<td><strong>Total Enterprise Fund Transfers Out</strong></td>
<td><strong>Total Enterprise Fund Transfers Out</strong></td>
<td><strong>24,172,600</strong></td>
</tr>
<tr>
<td><strong>TOTAL ALL FUNDS</strong></td>
<td><strong>TOTAL ALL FUNDS</strong></td>
<td><strong>37,860,200</strong></td>
</tr>
</tbody>
</table>

**Section 4.** That all books of accounts, warrants, orders, vouchers, and other official documents that refer to any appropriation shall identify the fund from which monies are appropriated or drawn by the code number set forth in the detailed budget.

**Section 5.** That the temporary appropriations made by Ordinance Number 31852-20, which was approved by the Commission on November 18, 2020, shall be considered as part of and charged against the sum appropriated for the same purpose by this Ordinance.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
February 9, 2021

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director

Department of Procurement, Management & Budget

SUBJECT: 2021 Original Appropriation Ordinance

Attached, for your review and submission to the City Commission, is the 2021 Original Appropriation Ordinance. Overall, the original appropriation totals $671.8 million. We are requesting the first reading on February 17 and the second reading, to include City Commission approval, on February 24, as a non-emergency ordinance. The appropriation ordinance reflects the budget as presented and discussed with the City Commission during the budget work sessions held in December of 2020, and as reflected in the 2021 Budget Resolution with a few modifications. The changes are summarized below.

1. The original General Fund appropriation of $196.1 million reflects an increase of $1.1 million, itemized below:
   • A decrease of $150,100 in the City Manager’s Office reflects staffing adjustments and the legislative affairs function moving to the Department of Procurement, Management & Budget.
   • An increase of $335,500 in Procurement, Management & Budget for staffing adjustments, legislative affairs function and OpenGov budget book addition.
   • $170,000 increase in Finance for a delinquent collections contract.
   • $120,000 increase to Police for Eastway Behavioral Healthcare to provide mental health intervention funded by ADAMIHS.
   • An increase of $78,500 in Public Works for capital equipment.
   • A net decrease of $93,900 in Recreation & Youth Services reflects staffing adjustments.
   • A $30,000 increase in transfers out from Income Tax to the Golf Enterprise Fund to close out the fund.
   • An increase of $650,000 to the Community Golf Fund for capital expenses including bunkers.
   • Special Projects has a net decrease of $67,500, which reflects the 2020 carryover budget offset by a correction to budgeted transfers out.

2. An increase of $30,800 in Street Maintenance for a deicing dump truck.

3. An increase of $144,900 in the CDBG Operating budget to match the most recent Action Plan.

4. $49,900 increase to the HOME Operating budget to match the most recent Action Plan.

5. CDBG Non-Operating decrease of about $2.7 million as a result of budget clean up and to reflect the recent Action Plan.
6. HOME Non-Operating increase of $217,600, reflecting the recently announced 2021 HUD allocation.

7. Other Special Revenue increase of $2.0 million for Police’s Property Room budget. The Police Property Room Fund was reclassified from an Agency Fund to an Other Special Revenue Fund in mid-2020, in accordance with GASB 84.

8. General Capital Fund increase of $1.8 million. $1.5 million is for 2021 capital equipment allocations and $300,000 is for golf capital expenses, including bunkers.

9. Aviation’s 2021 Operating budget decrease of nearly $2.7 million reflects an intra-fund transfer budgeted incorrectly. Transfers made within the legal level of control do not require an appropriation.

10. Aviation’s 2021 Capital budget decrease of $5.0 million correctly distributes the expense and transfer out budgets.

11. The Sewer Operating Fund increases $96,100 to reflect the actual budget.

12. The 2021 original appropriation includes the current year appropriation along with the prior year’s unexpended appropriation balance for all non-operating and capital funds. The Budget Resolution, adopted in December of 2020, included the 2021 current year appropriation only and did not include any carry-over budget. The prior year’s unexpended appropriation balance (carry-over budget) adjustments are listed below.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Carry-Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Projects</td>
<td>1,228,100</td>
</tr>
<tr>
<td>Fair Housing</td>
<td>154,300</td>
</tr>
<tr>
<td>Emergency Solutions</td>
<td>2,403,400</td>
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<tr>
<td>Continuum of Care</td>
<td>2,229,700</td>
</tr>
<tr>
<td>CDBG Non-Operating</td>
<td>11,521,900</td>
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<tr>
<td>HOME Non-Operating</td>
<td>4,096,500</td>
</tr>
<tr>
<td>Miscellaneous Grants</td>
<td>21,915,100</td>
</tr>
<tr>
<td>Other Special Revenue</td>
<td>1,539,500</td>
</tr>
<tr>
<td>General Capital</td>
<td>47,105,400</td>
</tr>
<tr>
<td>Aviation Capital</td>
<td>21,587,500</td>
</tr>
<tr>
<td>Water Capital</td>
<td>28,507,400</td>
</tr>
<tr>
<td>Sewer Capital</td>
<td>35,404,000</td>
</tr>
<tr>
<td>Storm Water Capital</td>
<td>6,999,900</td>
</tr>
<tr>
<td>Golf Capital</td>
<td>44,800</td>
</tr>
<tr>
<td><strong>Total Carry-Over Budget</strong></td>
<td><strong>$184,737,500</strong></td>
</tr>
</tbody>
</table>

Please let me know if you have any questions or require additional information.

DTS/sb
Attachment

cc: Mr. Parlette, Ms. Lofton, M&B Staff
A RESOLUTION

Honoring West Hillcrest Avenue Between Salem Avenue and the West Corporation Line as “Ohio Players Way.”

WHEREAS, An application has been made by Jeffrey Willis to honorably designate West Hillcrest Avenue from Salem Avenue to the west corporation line as Ohio Players Way for a two-year period due to the band’s cultural contributions to Dayton and throughout the world; and,

WHEREAS, This American funk, soul, and R&B band has created numerous hit songs that have contributed to the Dayton and American experience, such as “Fire” and “Love Rollercoaster”; and,

WHEREAS, The portion of West Hillcrest Avenue to be given the honorary designation is adjacent to the band’s rehearsal hall; and,

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and,

WHEREAS, The City Plan Board, on November 10, 2020 reviewed the proposal, in Case PLN2020-00528, and recommended approval of the two-year designation; now, therefore,

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

Section 1. West Hillcrest Avenue between Salem Avenue and the west corporation line is honorarily designated as Ohio Players Way for a two-year period commencing thirty days after the adoption of this resolution.

Section 2. The official name of West Hillcrest Avenue is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission……………………………, 2021

Signed by the Mayor………………………………………, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
January 6, 2021

TO: Rashella Lavender, Clerk of Commission

FROM: Tony Kroeger, Secretary
        City Plan Board

SUBJECT: Two-Year Honorary Designation for “Ohio Players Way” on February 3, 2021 City Commission Calendar
        Plan Board Case PLN2020-00528

I am requesting that a resolution be placed on the February 3, 2021 City Commission calendar to establish a two-year honorary designation for West Hillcrest Avenue between Salem Avenue and the west corporation line as “Ohio Players Way.” The official/legal name of Hillcrest Avenue will remain Hillcrest Avenue. A second reading and vote on the resolution is planned for the February 17, 2021 City Commission meeting. If approved on February 17, the effective date of the resolution will be March 17, 2021.

The Ohio Players are an American funk, soul music and R&B band, most popular in the 1970’s. They are best known for their songs “Fire” and Love Rollercoaster.” The band’s rehearsal hall was located at 3300 West Hillcrest Avenue.

In compliance with the requirements of Resolution 5014-99 which governs honorary street designations, sufficient support was received from property owners abutting the proposed designation. The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. Several letters of support were provided, including from the Northwest Priority Board and the Dayton Musicians Association.

By a 6-0 vote, the Plan Board recommends City Commission approval of the two year honorary designation. The Plan Board believes the request complies with the requirements outlined in Resolution 5014-99. No public hearing is required on the request so a public hearing will not be held.

Enclosed for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, and the resolution. If you have any questions, please contact me at 3673. Thank you.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Ms. Walker, Case File
Establish an Honorary Designation on West Hillcrest Avenue (From Salem Avenue to the west corporation line) as “Ohio Players Way.” The official name of West Hillcrest Avenue will remain West Hillcrest Avenue. It is proposed to be a two-year honorary designation.

Applicant: Jeffrey Willis
1434 Vancouver Avenue
Dayton, OH 45406

Priority Land Use Board: North Central  Planning District: College Hill
Decision: Approved

Staff Comments
Tony Kroeger presented the staff report.

Request: Mr. Jeffrey Willis, brother of Mr. Clarence “Chet” Willis of the Ohio Players, is requesting that an honorary designation be established for a three (3) block portion of West Hillcrest Avenue which runs adjacent to the former rehearsal hall where the musical group Ohio Players crafted and rehearsed their music for over ten 10 years. The designation would be “Ohio Players Way.” The official name of West Hillcrest Avenue would remain West Hillcrest Avenue.

Background: The Ohio Players are an American funk, soul music and R&B band, most popular in the 1970’s. They are best known for their songs “Fire” and Love Rollercoaster.” The band’s rehearsal hall was located at 3300 West Hillcrest Avenue.

Board Authority and Requirements:
According to the requirements of Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Right of Way (and Public Facilities), the Plan Board shall review the request and make recommendation to the City Commission to approve the request or an alternate proposal.

Staff Analysis Regarding Determination and Findings:
Resolution 5014-99 details the process to be followed when bestowing an honorary designation on a public right-of-way. Staff believes the findings and determinations can be made, and recommends that the Plan Board send the proposal on to City Commission with a recommendation for approval.

Agencies and Groups Contacted:
Abutting property owners, the North Central Priority Land Use Board, the Northwest Priority Board, and the City’s Public Works, Police and Fire departments.

**Impacts and Comments:**
There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of this portion of West Hillcrest Avenue. The honorary designation will be recognized by signs posted above the street signs. It is for two years.

Approximately seventeen (17) property owners abut the portion of West Hillcrest Avenue (from Salem Avenue west to Alpena Avenue) which is proposed for the honorary designation. It should be noted the twelve (12) of the properties are located in the jurisdiction of Harrison Township of Montgomery County, Ohio. The following represents the detail of the efforts—by the applicant—to secure support for this request:

- The week of July 13, 2020, petitions were sent to 17 property owners along W. Hillcrest Avenue between Salem Avenue west to Alpena Avenue. Over 13 of the properties are in the jurisdiction of Harrison Township. Contact with both Harrison Township Trustees and Montgomery County Commissioners was made. Both indicated that they had no process for street designations and deferred to the City of Dayton’s process as a way to fulfill the requirements.
- Attached are nine (9) petitions from property owners along W. Hillcrest that were received.
- Attempts to secure signatures from the following properties were unsuccessful:
  - 3300 W. Hillcrest (Dayton property) – Visits to the owner of record revealed a vacant house (4790 N. Union)
  - 3310 W. Hillcrest (Dayton property) – property owned by a church. Attempts contact still ongoing.
  - 3512 W. Hillcrest – (Harrison Township) – Calls to property owner not returned.
  - 3543 W. Hillcrest – (Harrison Township) – contact with owner unsuccessful after several visits.
  - 3550 W. Hillcrest – (Harrison Township) – contact with owner unsuccessful after contact with renter.
  - 3525 W. Hillcrest – (Harrison Township) – visit to property owner’s address revealed a vacant property.
- Other letters of support were provided: Salem Avenue Peace Corridor, Artist Willis “Bing” Davis, Northwest Priority Board, Dayton Musicians Association and Dr. Sharon D. Gratto – U.D. Prof. of Music.
- Dayton Daily News Article

Staff, encouraged by there being no objection but wanting more information, then sent letters to all owners of property on this segment within the City of Dayton. Of those 12 letters, two responses were received. One was an email in support from the Montgomery County Landbank, and the other was a voicemail for a property owner who clearly received the letter of inquiry, but did not leave a name or callback number. That person also supported the honorary designation.
Staff believes that the City of Dayton can only make decisions for street segments that are in the City of Dayton. Therefore, the staff recommends the approval occur for the segment between Salem Avenue and Piccadilly Drive, which is entirely in the City. If the County and/or Township wish to extend that honorary designation, it is their prerogative to do so, and the blue honorary designation signs may be placed at those locations if all parties agree.

Based on that information, staff believes the support received meets the intent of the requirement that 51% of abutting property owners support of the request.

The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. The honorary designation is also supported by the Northwest Priority Board which has provided a letter of support.

**Public Comments**

Ken Marcellus of 3025 Lakeview Drive spoke in support of the application. He also noted that the County and Harrison Township said that they would follow City of Dayton procedure for determining of such signage may be located in Harrison Township.

**Board Discussion**

The Board found that the application could be approved based on the required standards in the allowing Resolution.

**Board Action**

A motion was made by Mr. Bradley, seconded by Ms. Pegues and carried to approve the proposal to give a two-year honorary designation (“Ohio Players Way”) to West Hillcrest Avenue from Salem Avenue west to Alpena Avenue because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

<table>
<thead>
<tr>
<th>Member</th>
<th>Vote</th>
<th>Member</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Paul Bradley</td>
<td>Yes</td>
<td>Mr. Matt Sauer</td>
<td>Yes</td>
</tr>
<tr>
<td>Ms. Geraldine Pegues</td>
<td>Yes</td>
<td>Mr. Greg Scott</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Jeff Payne</td>
<td>Yes</td>
<td>Mr. Richard Wright</td>
<td>Absent</td>
</tr>
<tr>
<td>Ms. Rosie Miller</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minutes approved by the City Plan Board on December 8, 2020.
Tony Kroeger, Secretary City Plan Board
November 10, 2020

CITY PLAN BOARD REPORT

Case: PLN2020-00528

Establish an Honorary Designation for a three (3) block portion of West Hillcrest Avenue (From Salem Avenue to Alpena Avenue) as “Ohio Players Way.” The official name of West Hillcrest Avenue will remain West Hillcrest Avenue. It is proposed to be a two-year honorary designation.

Applicant(s):
Jeffrey Willis
1434 Vancouver Avenue
Dayton, Ohio 45406

Kenneth Marcellus
3025 Lakeview Avenue
Dayton, Ohio 45417

Priority Land Use Board: North Central Neighborhood: College Hill

Request: Mr. Jeffrey Willis, brother of Mr. Clarence “Chet” Willis of the Ohio Players, is requesting that an honorary designation be established for a three (3) block portion of West Hillcrest Avenue which runs adjacent to the former rehearsal hall where the musical group Ohio Players crafted and rehearsed their music for over ten 10 years. The designation would be “Ohio Players Way.” The official name of West Hillcrest Avenue would remain West Hillcrest Avenue.

Background: The Ohio Players are an American funk, soul music and R&B band, most popular in the 1970’s. They are best known for their songs “Fire” and Love Rollercoaster.” The band’s rehearsal hall was located at 3300 West Hillcrest Avenue.

Board Authority and Requirements:
According to the requirements of Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Right of Way (and Public Facilities), the Plan Board shall review the request and make recommendation to the City Commission to approve the request or an alternate proposal.

Staff Analysis Regarding Determination and Findings:
Resolution 5014-99 details the process to be followed when bestowing an honorary designation on a public right-of-way. Staff believes the findings and determinations can be made, and recommends that the Plan Board send the proposal on to City Commission with a recommendation for approval.

Agencies and Groups Contacted:
Abutting property owners, the North Central Priority Land Use Board, the Northwest Priority Board, and the City’s Public Works, Police and Fire departments.

Impacts and Comments:
There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of this portion of West Hillcrest Avenue. The honorary designation will be recognized by signs posted above the street signs. It is for two years.

Approximately seventeen (17) property owners abut the portion of West Hillcrest Avenue (from Salem Avenue west to Alpena Avenue) which is proposed for the honorary designation. It should be noted the twelve (12) of the properties are located in the jurisdiction of Harrison Township of Montgomery County,
Ohio. The following represents the detail of the efforts—by the applicant—to secure support for this request:

- The week of July 13, 2020, petitions were sent to 17 property owners along W. Hillcrest Avenue between Salem Avenue west to Alpena Avenue. Over 13 of the properties are in the jurisdiction of Harrison Township. Contact with both Harrison Township Trustees and Montgomery County Commissioners was made. Both indicated that they had no process for street designations and deferred to the City of Dayton’s process as a way to fulfill the requirements.
- Attached are nine (9) petitions from property owners along W. Hillcrest that were received.
- Attempts to secure signatures from the following properties were unsuccessful:
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- Dayton Daily News Article

Staff, encouraged by there being no objection but wanting more information, then sent letters to all owners of property on this segment within the City of Dayton. Of those 12 letters, two responses were received. One was an email in support from the Montgomery County Landbank, and the other was a voicemail for a property owner who clearly received the letter of inquiry, but did not leave a name or callback number. That person also supported the honorary designation.

Staff believes that the City of Dayton can only make decisions for street segments that are in the City of Dayton. Therefore, the staff recommends the approval occur for the segment between Salem Avenue and Piccadilly Drive, which is entirely in the City. If the County and/or Township wish to extend that honorary designation, it is their prerogative to do so, and the blue honorary designation signs may be placed at those locations if all parties agree.

Based on that information, staff believes the support received meets the intent of the requirement that 51% of abutting property owners support of the request.

The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. The honorary designation is also supported by the Northwest Priority Board which has provided a letter of support.
Determinations and Findings:
Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and therefore recommends approval.

According to the resolution, honorary designations shall meet the following criteria:

a. The designation shall be confined to the right-of-way within the vicinity of the home, business, or location associated with the person(s) or event.

   The three (3) block segment (from Salem Avenue west to Alpena Avenue) of West Hillcrest Avenue was chosen for this designation because 3300 West Hillcrest Avenue was the location of the rehearsal hall for the Ohio Players for ten (10) years. However, only the segment in the City of Dayton can be the subject of City of Dayton legislation.

b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.

   West Hillcrest Avenue is a residential street located within the College Hill Planning District; it is not an Arterial.

c. There shall be only one honorary designation per facility or right-of-way.

   There is no current designation for this portion of West Hillcrest Avenue.

d. An important community event, organization or well-known person(s) is a person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.

   • A person(s) who has made specific and sustained contributions to an organization located in or in proximity to the facility.

   • An event that recognized statewide or nationwide.

   The Ohio Players are and continue to be one of the creators of the music genre called “Funk”. They have been recognized as one of the major influences on current music styles beginning in the late 1970’s until today. They continue to be musical ambassadors for the state of Ohio that includes a song presented at every concert entitled “O.H.I.O.”

e. The important community event, organization, or well-known person(s) shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person(s) or community event. Preference shall be given to intersections and other limited locations.

   The requirement is satisfied for a direct relationship between this portion of West Hillcrest Avenue and the honorees proposed for the honorary designation. The Ohio Players rehearsed at 3300 West Hillcrest Avenue for over ten (10) years.

Alternatives:
1. Recommend approval of the proposal to give a two-year honorary designation (“Ohio Players Way”) to West Hillcrest Avenue from Salem Avenue west to Alpena Avenue because the proposal meets the requirements outlined in City Commission Resolution 5014-99.
2. Recommend an alternate proposal (staff recommendation).
   - Recommend approval of the proposal to give a two-year honorary designation (“Ohio Players Way”) to West Hillcrest Avenue from Salem Avenue west to the corporation line because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

3. Recommend disapproval of the designation because the proposal does not meet the requirements outlined in City Commission Resolution 5014-99.

**Future Actions:**
Approval by the City Commission.
September 4, 2020

To whom it may concern:

The following is a sequence of efforts to secure signatures from property owners along the portion of Hillcrest to be honorary designated as “Ohio Players Way”:

The week of July 20, 2020, petitions were sent to 20 property owners along W. Hillcrest Avenue between Salem Avenue west to Alpena Avenue. Over 13 of the properties are in the jurisdiction of Harrison Township. Contact with both Harrison Township Trustees and Montgomery County Commissioners was made. Both indicated that they had no process for street designations and deferred to the City of Dayton’s process as a way to fulfill the requirements.

Attached are the signatures that were returned.

Attempts to secure signatures from the following properties were unsuccessful:

3300 W. Hillcrest (Dayton property) – Visits to the owner of record revealed a vacant house (4790 N. Union)

3310 W. Hillcrest (Dayton property) – property owned by a church. Attempts contact still ongoing.

3512 W. Hillcrest – (Harrison Township) – Calls to property owner not returned.

3543 W. Hillcrest – (Harrison Township) – contact with owner unsuccessful after several visits.

3550 W. Hillcrest – (Harrison Township) – contact with owner unsuccessful after contact with renter.

3525 W. Hillcrest – (Harrison Township) – visit to property owner’s address revealed a vacant property.

 Recorded by Ken Marcellus – 937-321-7185
From: "Marcellus, Ken" <Ken.Marcellus@daytonohio.gov>
To: "shadoone@woh.rr.com" <shadoone@woh.rr.com>
Cc:
Bcc:
Priority: Normal
Date: Thursday July 23 2020 8:49:52AM
FW: Naming part of Hillcrest after the Ohio Players

FYI

From: steve.makovec@gmail.com <steve.makovec@gmail.com>
Sent: Wednesday, July 22, 2020 9:20 PM
To: Marcellus, Ken <Ken.Marcellus@daytonohio.gov>
Cc: Jule Rastikis <jule@mancopropertyservices.com>; fwholley@gmail.com; bobparks@themarketingformula.com
Subject: Naming part of Hillcrest after the Ohio Players

Ken,

Just a note on behalf of Salem Avenue Peace Corridor, LLC., to let you know that we support this effort to rename part of Hillcrest for the Ohio Players, and we intend to share the word in our August newsletter.

Keep up the good work!
https://www.dayton.com/lifestyles/ohio-players-way-locals-seek-honor-dayton-funk-pioneers/XEK MnVnigz8GQIEzeBDIDJ/

Steve Makovec
September 10, 2020

TO: Chief Richard Biehl, Department of Police
    Chief Jeff Lykins, Department of Fire
    Fred Stovall, Director, Department of Public Works

FROM: Ken Marcellus, Planning Division Manager
      Department of Planning and Community Development

SUBJECT: Establish a Two-Year Honorary Designation for a Portion of Hillcrest Avenue between Salem Avenue west to Alpena Avenue as “Ohio Players’ Way”.

The family and friends of the Ohio Players are requesting that a two-year honorary designation is established for a portion of Hillcrest Avenue which runs in front of their former rehearsal hall at 3300 West Hillcrest Avenue. The honorary designation would be “Ohio Players’ Way” in honor of the Ohio Players for influence and impact on the music industry in the advancement of the music genre called “Funk” music. The honorary name designation would be recognized with a blue and white street sign above the regular green and white street name sign. The official name of Hillcrest Avenue will remain Hillcrest Avenue.

According to the requirements of City Commission Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Rights-of-Way, the Plan Board may make a recommendation to the City Commission on a two-year honorary designation after consultation with the City Engineer, affected departments, and the neighborhood organizations.

Please review this proposal for potential conflicts and return comments to me by Friday, September 18, 2020. Attached is the Plan Board public hearing notice for the case and a map.

If you have any questions, please feel free to contact me at tony.Kroeger@daytonohio.gov or ext. 3673.

Thank you.

Attachments

   c: Mr. Joe Brzozowski
July 13, 2020

Kenneth Marcellus  
Community Development Specialist  
City of Dayton  
101 West Third Street  
Dayton, OH 45402

Dear Ken,

I’m so glad to see the renewed interest in possibly honoring our Ohio Players with a street name or general area of our city. They are worthy and deserving. I lend my support in any way desired by this effort.

I have heard their praise in various parts of the world including China, Japan, South America, and West Africa. Remind me to tell you about the businessman I sat next to on a thirteen hour trip to Nigeria in 1974. The conversation got around to funk music and Dayton. He was very familiar with the Ohio Players and surprised that they are from Dayton. Our conversation ended with his interest in putting up some money if I was willing to locate some musical talent in Dayton to record.

Ken, there has always been something about Dayton and funk music.

As ever,

Willis “Bing” Davis  
Founder and Director  
Shango: Center for the Study of  
African American Art and Culture

cc: James “Diamond” Williams  
    Joe Madison
July 23, 2020

Mr. Jeffrey Willis
1434 Vancouver Avenue
Dayton, Ohio 45406

Re: Letter of Support for the Honorary Designation Project of the Portion of Hillcrest Avenue from Salem Avenue to Alpena Avenue as Ohio Players Way

Mr. Jeffrey Willis,

As Chairman of the Northwest Priority Board (NWPB) in Dayton, Ohio and as the official voice of the residents in the NWPB area of our City, I submit this letter of support and endorsement for the Honorary Designation Project of the portion of Hillcrest Avenue from Salem Avenue to Alpena Avenue, as Ohio Players Way. This project wholeheartedly solidifies our belief as well as our appreciation for the legacy of the Ohio Players and the contribution they have and still are providing for the City of Dayton and the World!

As is the policy of the City of Dayton and those other entities in our City, County, and State, support letters from creditable community organizations thereof, are conducive for the processes associated with applying for projects of this nature through the above-mentioned entities. We vehemently stand behind and with this viable entity of our community and the contributions that the Ohio Players have and still are providing for the World!

If there are any questions/concerns that you may have associated with this letter of support/endorsement, please feel free to contact me at dkgreer@ameritech.net and/or at 937-603-4051.

Sincerely,

David K. Greer
David K. Greer, Chairman NWPB

Cc: Brenda S. Moore, Vice Chairwoman NWPB
Ronnie Moreland, Secretary NWPB
Carolyn Wise, Treasurer NWPB
Ezra Knox, Parliamentarian NWPB
Kenneth Marcellus, Community Development Specialist II
Planning & Community Development Planning 1 City of Dayton
TO: WHOM IT MAY CONCERN

IN RE: PETITION TO RENAME HILLCREST STREET TO OHIO PLAYERS WAY

The Dayton Musicians Association, which represents over 250 members, would like to add our name to the petition for changing Hillcrest Street to Ohio Players Way.

We feel that this recognition of the Ohio Players, who have brought positive musical recognition to Dayton, Ohio, is well deserved.

Sincerely,

Kweku Ayangade, President/Secretary-Treasurer Local 101-473 AFM
September 6, 2020

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

Dear Commissioners:

It is with great pleasure that I write this letter of support for Jeffrey Willis, who is representing The Ohio Players in an effort to re-name Hillcrest Street in Dayton in honor of this band. Jeffrey has been a member of the Ohio Players and also has responsibilities for some of the band’s administrative business. He has put forth a great deal of effort to gather signatures for a petition to move the name change forward, which is a challenging task in this time of COVID and in a neighborhood where many of today’s residents are renters and not property owners. He has also had to connect with Harrison Township since Hillcrest Street extends beyond the city of Dayton.

Historically, The Ohio Players was foundational in the Funk music movement that began in Dayton, OH and spread all across the United States in the 1970’s and 1980’s. The music is the most sampled type in much of today’s contemporary popular music, and The Ohio Players continue to perform on tour. In 2018 I organized the first Dayton Funk Symposium at the University of Dayton, featuring presentations about The Ohio Players and honoring one of their original members who is a UD graduate. A 2nd Dayton Funk Symposium is scheduled in 2021 and will include a ceremony to induct this band into the Funk Hall of Fame. It would be wonderful to have the Hillcrest Street renaming project completed by the time of the Symposium.

I hope you will give this project and my letter of support and other letters serious consideration as you make a decision for the street’s name change. With best wishes,


Dr. Sharon Davis Gratto
Professor of Music

GRAUL ENDOWED CHAIR
in Arts and Languages
300 College Park  Dayton, OH 45469-1549
Phone: (937) 229-3968  Fax: (937) 229-4400
A PETITION to support giving a two-year honorary designation of "Ohio Players Way" to a portion of West Hillcrest Avenue between Alpena and Salem Avenue. The official and legal name of West Hillcrest Avenue WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

Ohio Players are an American funk, soul music and R&B band, most popular in the 1970s. They are best known for their songs "Fire" and "Love Rollercoaster". 3300 West Hillcrest Avenue was the location of their rehearsal hall.

I, Roberta Graham, am the owner of property at 3308 W. Hillcrest Ave. Dayton, OH.

By signing this petition, I acknowledge my desire to support giving the honorary designation of "Ohio Players Way" to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Signature of Property Owner: Roberta Graham
Printed Name of Property Owner: Roberta Graham
Printed Mailing Address of Property Owner: Dayton, OH 45406

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

Address(es) of owned property:
3306 W. Hillcrest Ave.
Dayton, OH 45406
A PETITION to support giving a two-year honorary designation of “Ohio Players Way” to a portion of West Hillcrest Avenue between Alpena and Salem Avenue. The official and legal name of West Hillcrest Avenue WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

Ohio Players are an American funk, soul music and R&B band, most popular in the 1970s. They are best known for their songs “Fire” and “Love Rollercoaster”. 3300 West Hillcrest Avenue was the location of their rehearsal hall.

I, Cynthia Smith
(Name of Owner)

5505 W. HILLCREST AVE
(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of “Ohio Players Way” to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Cynthia Smith
Signature of Property Owner

5-20
Date Signed

Cynthia Smith
Printed Name of Property Owner

Printed Mailing Address of Property Owner

City, State, Zip Code of Property Owner

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

Address(es) of owned property:
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Ohio Players are an American funk, soul music and R&B band, most popular in the 1970s. They are best known for their songs "Fire" and "Love Rollercoaster". 3300 West Hillcrest Avenue was the location of their rehearsal hall.

I, ___________, am the owner of property at 3520 W. Hillcrest Ave.

(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of "Ohio Players Way" to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Signature of Property Owner

Printed Name of Property Owner

Printed Mailing Address of Property Owner

Dayton, Ohio 45406

City, State, Zip Code of Property Owner

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

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Ohio Players are an American funk, soul music and R&B band, most popular in the 1970s. They are best known for their songs "Fire" and "Love Rollercoaster". 3300 West Hillcrest Avenue was the location of their rehearsal hall.

I, Jackie Robinson, am the owner of property at Valley Peace Ch.

4201 Hillcrest Ave

(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of “Ohio Players Way” to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Signature of Property Owner

Jackie Robinson Pastor

Printed Name of Property Owner

Printed Mailing Address of Property Owner

City, State, Zip Code of Property Owner

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

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A PETITION to support giving a two-year honorary designation of “Ohio Players Way” to a portion of West Hillcrest Avenue between Alpena and Salem Avenue. The official and legal name of West Hillcrest Avenue WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

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I, Terence Harrell, am the owner of property at

4180 W. HILLCREST

(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of “Ohio Players Way” to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

[Signature]
Signature of Property Owner

[Printed Name]
Printed Name of Property Owner

[Address]
Printed Mailing Address of Property Owner

Dayton, OH 45417
City, State, Zip Code of Property Owner

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

Address(es) of owned property:
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Ohio Players are an American funk, soul music and R&B band, most popular in the 1970s. They are best known for their songs "Fire" and "Love Rollercoaster". 3300 West Hillcrest Avenue was the location of their rehearsal hall.

I, [Name], am the owner of property at [Address].

By signing this petition, I acknowledge my desire to support giving the honorary designation of “Ohio Players Way” to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Signature of Property Owner: [Signature] Date Signed: 8-14-2020

Printed Name of Property Owner: [Name]

Printed Mailing Address of Property Owner: [Address]

City, State, Zip Code of Property Owner: Dayton, Ohio 45406-2528

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

Address(es) of owned property:
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I, __________________________, am the owner of property at
(Name of Owner)
3725 W. Hillcrest Ave
(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of "Ohio Players Way" to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Thelma Williams
Signature of Property Owner

Thelma Williams
Printed Name of Property Owner

______________________________
Printed Mailing Address of Property Owner

______________________________
City, State, Zip Code of Property Owner

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

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I, __________________________, am the owner of property at
(Name of Owner) 3724 W. Hillcrest Ave.
(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of "Ohio Players Way" to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Signature of Property Owner Printed Name of Property Owner Printed Mailing Address of Property Owner City, State, Zip Code of Property Owner

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

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I, [Name of Owner], am the owner of property at
(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of "Ohio Players Way" to a portion of West Hillcrest Avenue between Alpena to Salem Avenue.

Signature of Property Owner
Date Signed

Printed Name of Property Owner

Printed Mailing Address of Property Owner

City, State, Zip Code of Property Owner

NOTE TO PROPERTY OWNERS: If you own other properties along this portion of the street to be designated, please list them below.

Address(es) of owned property:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
By the way Tony, I’m a big "Hell Yes" for the Ohio Players Street name!!

Sincerely,

Susie Crabill
Program Manager

LAND BANK
Rebuilding Vibrant Communities, One Property at a Time

130 W Second Street
Suite 1425
Dayton, Ohio 45402
937-531-7034
A RESOLUTION

Honorarily Naming West Hillcrest Avenue Between Salem Avenue and the West Corporation Line as “Ohio Players Way.”

WHEREAS, An application has been made by Jeffrey Willis to honorarily designate West Hillcrest Avenue from Salem Avenue to the west corporation line as Ohio Players Way for a two year period due to the band’s cultural contributions to Dayton and throughout the world; and,

WHEREAS, This American funk, soul, and R&B band has created numerous hit songs that have contributed to the Dayton and American experience, such as “Fire” and “Love Rollercoaster”; and,

WHEREAS, The portion of West Hillcrest Avenue to be given the honorary designation is adjacent to the band’s rehearsal hall; and,

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and,

WHEREAS, The City Plan Board, on November 10, 2020 reviewed the proposal, in Case PLN2020-00528, and recommended approval of the two-year designation; now, therefore,

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

Section 1. West Hillcrest Avenue between Salem Avenue and the west corporation line is honorarily designated as Ohio Players Way for a two-year period commencing thirty days after the adoption of this resolution.

Section 2. The official name of West Hillcrest Avenue is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission............................................., 2021

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
January 15, 2021

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

SUBJECT: Transmittal of Report for City Plan Board Case PLN2020-00537
Rezone 1 +/- acre at 735 Dearborn Ave from ER-4 Eclectic Single-Family Residential to EMF Eclectic Multi-Family for a Proposed Future Multi-Family Management Structure.

Applicant: Basim Abdalla
c/o Triangle Company
1712 N. Meridian St
Indianapolis, IN 46202

Description: Rezone 1 +/- acre located at 735 Dearborn Ave from ER-4 Eclectic Single-Family Residential to EMF Eclectic Multi-Family for a proposed future multi-family management structure. The Parcel Identification Numbers that comprise this case are: R72 13209 0000 – 01, 06, and 21.

Board Action: Date: December 8, 2020
Decision: Recommended Approval with conditions

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

If you have any questions, please contact Susan Vincent at x3683.

GS/seq

C: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Mr. Kroeger, Ms. Vincent

Signature: Tony Kroeger

Email: tony.kroeger@daytonohio.gov
December 23, 2020

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

FROM: Tony Kroeger, Secretary
       City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case PLN2020-00537
          Rezone 1 +/- acre at 735 Dearborn Ave from ER-4 Eclectic Single-Family
          Residential to EMF Eclectic Multi-Family for a Proposed Future Multi-
          Family Management Structure.

Applicant: Basim Abdalla
           c/o Triangle Company
           1712 N. Meridian St
           Indianapolis, IN 46202

Description: Rezone 1 +/- acre located at 735 Dearborn Ave from ER-4 Eclectic Single-Family
             Residential to EMF Eclectic Multi-Family for a proposed future multi-family
             management structure. The Parcel Identification Numbers that comprise this case
             are: R72 13209 0000 – 01, 06, and 21.

Board Action: Date: December 8, 2020                  Decision: Recommended Approval with
              conditions

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the
          appropriate notice. It is requested that the Public Hearing is scheduled for
          Wednesday, February 17, 2021 at 6:00 P.M.

Advertising: Advertise Public Hearing on Friday, January 15, 2021

Advertise in a newspaper of general circulation and mail a notice to mailing list
when the notice is published.

Attachments: Legal Notice
              Mailing List

If you have any questions, please contact Susan Vincent at ext. 3683. Thank you.

c: Case File, w/ attachment
City of Dayton
Office of the City Commission
City Hall • 101 West Third Street
Dayton, Ohio 45402
(937) 333-3636

Legal Notice

#1200–01

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, February 17, 2021, at 6:00 P.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on February 17, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than February 16, 2021 and the decision will be posted on the City of Dayton website at www.daytonohio.gov. If you wish to attend, listen to, or speak at the hearing, please contact Susan Vincent in the Department of Planning and Community Development at 937-333-3683 or susan.vincent@daytonohio.gov by 3:00 P.M. on February 16, 2021 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment

Case: PLN2020-00537

Rezone 1 +/- acre located at 735 Dearborn Ave from ER-4 Eclectic Single-Family Residential to EMF Eclectic Multi-Family for a proposed future multi-family management structure. The Parcel Identification Numbers that comprise this case are: R72 13209 0000 – 01, 06, and 21.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Susan Vincent, contact information above.

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

RASHELLE LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION
"CC transmittal package" History

Document created by Susan Vincent (susan.vincent@daytonohio.gov)
2020-12-22 - 6:23:03 PM GMT - IP address: 198.30.33.2

Document emailed to Tony Kroeger (tony.kroeger@daytonohio.gov) for signature
2020-12-22 - 6:23:22 PM GMT

Email viewed by Tony Kroeger (tony.kroeger@daytonohio.gov)
2020-12-22 - 6:44:37 PM GMT - IP address: 98.29.160.55

Document e-signed by Tony Kroeger (tony.kroeger@daytonohio.gov)
Signature Date: 2020-12-22 - 6:45:17 PM GMT - Time Source: server - IP address: 98.29.160.55

Agreement completed.
2020-12-22 - 6:45:17 PM GMT
6. PLN2020-00537 – Zoning Map Amendment for 735 Dearborn Ave.
   Applicant: Basim Abdalla
   1712 N. Meridian St.
   Indianapolis, IN 46202
   Priority Land Use Board: West      Planning District: Lakeview
   Decision: Approved with conditions

Staff comments
Susan Vincent presented the case, a zoning map amendment request to change the underlying zoning from Eclectic Single-Family Residential (ER-4) to Eclectic Multi-Family Residential (EMF). The rezoning will allow the construction of a new property management office and meeting space for Lakeview tenants while better aligning the underlying zoning with the current multi-family use of the property.

Vincent described the background of the case, shared that this case was prompted by the owner’s desire to build a new office structure supportive of the multi-family use, and that no new residential units are being proposed as part of this zoning map amendment.

The zoning map amendment applies to four parcels: R72 13209 0000, R72 13209 0001, R72 13209 0006, and R72 13209 0021. All parcels are owned by the applicant and are part of the Lakeview Cooperative Estates housing development.

Vincent shared that the West Priority Land Use Board met on December 3 to discuss the case. The Land Use Board voted to support the zoning map amendment. Two residents called and emailed the Planning Department to express their strong opposition to the zoning map amendment. They expressed their opposition to the concentration of low-income, multifamily housing developments on the West side of the City and their opposition to changing any existing single-family zoning districts to multi-family.

Comments/Board Discussion
Mr. Payne asked if the applicant will be required to replat the development. Mr. Daugherty confirmed that a replat would need to ensue for the new construction of the office structure.

Mr. Sauer asked for the rationale for the zoning map change versus adopting a Planned Development. Mr. Kroeger explained that the zoning code for eclectic multi-family residential districts clearly regulates these developments and is confident the code, as is, will provide the necessary controls for the development.

Public Hearing
Mr. Basim Abdalla, 1712 N. Meridian Street, Indianapolis, IN 46202, spoke on the case. He shared that the new building will be used for leasing offices and an event space for tenants. He provided some background information on the investments the owners have made since
City Plan Board  
September 8, 2020 Summary Minute Record

purchasing the housing development three years ago and the tenant requests that prompted the construction of a new 2,000 square foot community center/event space.

**Board Action**
A motion was made by Mr. Payne, seconded by Ms. Pegues, and carried to find that the zoning map amendment to change the zoning code meets the required standards found in R.C.G.O. §150.125.7 as outlined in the staff report with the following conditions:

1. Replat be completed prior to obtaining a certificate of use and occupancy.

<table>
<thead>
<tr>
<th>Name</th>
<th>Attendance</th>
<th>Name</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Richard Wright</td>
<td>Not present</td>
<td>Mr. Paul Bradley</td>
<td>Yes</td>
</tr>
<tr>
<td>Ms. Geraldine Pegues</td>
<td>Yes</td>
<td>Mr. Matt Sauer</td>
<td>Yes</td>
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<tr>
<td>Mr. Jeff Payne</td>
<td>Yes</td>
<td>Mr. Greg Scott</td>
<td>Yes</td>
</tr>
<tr>
<td>Ms. Rosie Miller</td>
<td>Yes</td>
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Minutes approved by the City Plan Board on January 12, 2021.

Tony Kroeger, Secretary  
City Plan Board
# CITY OF DAYTON CITY PLAN BOARD
## STAFF REPORT

<table>
<thead>
<tr>
<th>Case #</th>
<th>PLN2020-00537</th>
<th>Hearing Date</th>
<th>12/08/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address/Location</td>
<td>735 Dearborn Ave</td>
<td>Parcel #</td>
<td>R72 13209 0000 - 01, 06, &amp; 21</td>
</tr>
<tr>
<td>Subject</td>
<td>Rezoning parcels from Eclectic Single Family Residential (ER-4) to Eclectic Multi-Family Residential (EMF)</td>
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<td></td>
</tr>
<tr>
<td>Owner</td>
<td>Basim Abdalla</td>
<td>1712 N. Meridian St</td>
<td>Indianapolis, IN 46202</td>
</tr>
<tr>
<td>Applicant</td>
<td>Same as above</td>
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<td></td>
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<tr>
<td>Type</td>
<td>Zoning Map Amendment</td>
<td></td>
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<tr>
<th>Planning District</th>
<th>Land Use Area</th>
<th>Existing Zoning</th>
<th>Existing Land Use</th>
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<tbody>
<tr>
<td>Lakeview West</td>
<td>ER-4</td>
<td>Multi-family residential</td>
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<table>
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<tr>
<th>Historic District</th>
<th>Conformance with applicable City Plans and Policies</th>
</tr>
</thead>
</table>

## Location Map

![Zoning Map Amendment at 735 Dearborn Ave](image)

## Department Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Vincent</td>
<td>937-333-3683</td>
<td><a href="mailto:susan.vincent@daytonohio.gov">susan.vincent@daytonohio.gov</a></td>
</tr>
</tbody>
</table>

## STAFF RECOMMENDATION

- [✓] Approve
- [ ] Approve with conditions
- [ ] Deny
- [ ] Continue

**Comments**

Staff recommends approval of the Zoning Map Amendment application to rezone parcels R72 13209 0000 - 01 & 06 from Eclectic Single-Family Residential to Eclectic Multi-Family Residential based on R.C.G.O. §150.125.7(1- 8).

**Future Actions:**

If the Plan Board recommends approval for the proposed zoning map amendment the request will be forwarded on to the City Commission for public hearing.
December 8, 2020

CITY PLAN BOARD REPORT
Case# PLN2020-00537
735 Dearborn Avenue

Overview
The subject properties, located at 735 Dearborn Avenue, total approximately 1 acre and are part of the Lakeview Cooperative Estates – a multifamily housing development. The parcels are currently zoned Eclectic Single-Family Residential (ER-4) and are bordered by single-family uses to the east and south and by multi-family uses to the west and north. They are located within the Lakeview Planning District.

The applicant seeks to better align the underlying zoning (ER4) with the current muti-family use by changing the zoning to Eclectic Multi-Family Residential (EMF). The rezoning will allow the construction of a new property management office and meeting space for Lakeview tenants.

Background
Lakeview Cooperative Estates is a multi-family housing development located on the west side of Dayton. Triangle Associates manages the property and runs the business of the housing development. They’ve been managing Lakeview for three years and have over 40 years of housing management experience across four states (Ohio, Indiana, Wisconsin, and Illinois). Lakeview Estates covers approximately nine (9) acres of property within the Lakeview Planning District. It is located south of a multi-family housing development managed by Greater Dayton Premier Management. The majority of the development is zoned EMF with just the four parcels (~1 acre) in question zoned ER4.

There are two multi-family buildings located on the subject parcels within the ER4 District – one fronting on Dearborn Ave and the second fronting on Lakeridge Ct. These structures are nonconforming uses within the ER4 district but would be allowed by right within an EMF district. Property management staff currently use a housing unit for their offices but the unit is not ADA accessible. The applicant seeks the zoning map amendment in order to allow the construction of a new supportive structure that will house both the property management offices and an area for residents to host events.

Staff comment/analysis
As stated above, the current multi-family structures are nonconforming uses within the ER4 single-family district. Rezoning the subject parcels will allow city regulations to reflect the built form and more accurately regulate the activities and developments that may occur within this multi-family development. Adjusting the zoning designation will reduce the need for future variances for supporting multi-family structures as they would be allowed as a right within a multi-family district.

The City’s comprehensive plan, CitiPlan 2020, declares that urban eclectic residential developments will match the existing predominant development patterns and accept multi-family residential developments that are in scale with existing patterns. The subject properties meet this definition by their nature (pre-existing multi-family structures). As illustrated on the applicant’s site plan, the proposed management building will match the scale and development pattern of the eclectic multi-family zoning district. There will be no negative impacts to the surrounding
properties due to the zoning change and it will have a benefit to the existing owner by supporting more predictable regulations as they look to make improvements to their property.

**Public Comments**
The West Priority Land Use Board will meet on Thursday, December 3, 2020. A letter will be submitted to the Board’s attention prior to the City Plan Board hearing documenting their recommendation and vote. Two residents called and emailed in opposition to the zoning change, citing their strong desire to preserve the single-family zoning designation and prevent further multi-family developments. Their emails are included in the board packet.

**Staff recommendation**
Staff recommends approval of the zoning map amendment application. The request will better align the underlying zoning code regulations with the existing built form and function.

**Standards for approval**

**Section 150.125.7 Amendments to Change Zoning Districts or Zoning Classifications of Properties.** (A) When a proposed amendment would result in a change of zoning classification of any property, the Plan Board and City Commission should consider whether:

1. *The change in classification would be consistent with the Comprehensive Plan of the City or other adopted plans and policies.*
   The Zoning Map Amendment request is consistent with the following goals outlined in Dayton’s Comprehensive Plan (CitiPlan 2020):
   - Update the City of Dayton’s zoning code so it more effectively provides for and supports the current and future needs of Dayton’s residents, neighborhoods, and businesses.
   - Develop flexible zoning regulations that allow infill development. Infill development should match existing development in setback, lot area, and scale.
   - Create standards within each area that will permit the development of multi-family housing.

2. *The change in classification would be consistent with the intent and purpose of this Zoning Code.*
   The proposed zoning map amendment is consistent with the intent and purpose of the Zoning Code in that it (1) provides greater assurance to property owners, developers and neighbors about the limits of what is allowed in the zoning district by matching the regulations to the built form; and (2) ensures the underlying zoning district accurately regulates the medium-density multi-family dwellings located on the subject properties and promoted within the EMF district.

3. *The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.*
   The property owner would like to build a new property management structure with a small community meeting space for Lakeview tenants. The single-family zoning regulations restrict multi-family developments and would prevent the owner from building the desired structure. Adjusting the underlying zoning will bring our regulations in line with the built form and support the property owner’s construction plans.

4. *The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.*
   Reclassifying the underlying zoning from single-family residential to multi-family residential will not alter the uses on the property as there are already multi-family housing units located on site.
The amendment will not cause any conflicts with surrounding single-family residential houses and will complement existing multi-family developments.

(5) The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards. There will be no negative effects on the environment or health of the immediate surrounding area due to the proposed zoning map amendment.

(6) Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified. There is adequate infrastructure to serve the uses permitted within an EMF zoning district.

(7) The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development. The zoning map amendment will ease restrictions on multi-family developments on the subject parcels and will have no negative or restrictive effect on other vacant land zoned Eclectic Multi-Family Residential.

(8) The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property. The zoning map amendment will bring the underlying zoning district into alignment with the built environment of the subject property. Adjusting the underlying zoning will incorporate the four subject parcels into the multi-family zoning district which regulates the remainder of the multi-family development.

Board Alternatives

- To determine that there is a preponderance of reliable, probative and substantial evidence to make the specified findings required under R.C.G.O. 150.125.7, find that the request is consistent with the City of Dayton’s Comprehensive Plan, and approve the application as submitted for a Zoning Map Amendment.

- To determine that there is a preponderance of reliable, probative and substantial evidence to make the specified findings required under R.C.G.O. 150.125.7, find that the request is consistent with the City of Dayton’s Comprehensive Plan, and approve the application as submitted for a Zoning Map Amendment subject to conditions.

- To determine that there is not a preponderance of reliable, probative and substantial evidence to make the specified findings required under R.C.G.O. 150.125.7, find that the request is not consistent with the City of Dayton’s Comprehensive Plan, and deny the application as submitted for a Zoning Map Amendment.

Attachments

☐ Zoning Map
☐ Aerial Map
☐ Site Photos
☐ Application
☐ Site Plan
☐ Public Comments/Letters
A. Name of Applicant  
Basim Abdalla (c/o Triangle Associates)  
Mailing Address  
1712 North Meridian Street  
City  
Indianapolis  
State  
IN  
Zip Code  
46202  
Daytime Phone Number (317) 921-1950  
Fax Number (317) 921-1804  
Email Address  
badalla@tri-assoc.com  
Name of Property Owner (If Different from Applicant)  
Mailing Address  
City  
State  
Zip Code  
Daytime Phone Number (____)  
Fax Number (____)  

B. Description of Property to be Rezoned  
Address of Property  
735 Dearborn Ave, Dayton, OH 45417  
City of Dayton Lot Number(s)  
47734, 76711, 47738  
Parcel I.D. Number(s)  
R72 13209 0000, R72 13209 0001, R72 13209 0006  
Size of Parcel(s) to be Rezoned in Acres:  
46,792 SF  
Existing Zoning for Property  
Proposed Zoning for Property  
Existing Use of Property  
Multi-family housing / accessory to the complex  
Proposed Use of Property  
Multi-family housing / accessory to the complex  
Reason Zoning Change is Needed  
The existing zoning of these three parcels does not align with the majority of the parcels located within Lakeview Cooperative Estates. Rezoning these parcels would allow for the entirety of Lakeview Cooperative Estates property to be zoned collectively as EMF. This request was initiated by the owner's desire to build a new property management office and meeting space on one of the parcels currently zoned as ER-4.  
Interest of Applicant  
Parcels to be correctly zoned under Dayton, Ohio zoning guidelines.
C. **Required Attachments**

- Vicinity Map (see instructions for format)
- List of Property Owners (see instructions for format)
- Site Plan (see instructions for format)
- Mailing Labels (see instructions for format)

D. **Authorization to Visit the Property**

Site visits to the property by City representatives are essential to process this application. By signing below, the owner/applicant authorizes City representatives to visit and photograph the property described in this application.

E. **Property Owner’s Signature (If Different from Applicant)**

[Signature]

[Date: 11/18/2020]

[Printed Signature: Lakeview Coop Estates, LLC]

F. **Certification and Applicant's Signature**

I hereby certify that the information contained in this application and all attachments is true and correct.

[Signature]

[Date: 11/18/2020]

[Printed Signature: ]
December 4, 2020

TO: Tony Kroeger, Planner
    Division of Planning

RE: Plan Board Case #’s – PLN2020-00537-735 - 735 Dearborn Ave

The West Priority Land Use Board held a meeting, Thursday, December 3, 2020, to review and discuss the case mentioned above. It is the recommendation of the WPLUB that the Plan Board approve the zoning change requests applied for regarding Lakeview Cooperative Estates.

Issues/discussions raised were as follows:

1. **Recommend approval** to rezone the property at 735 Dearborn Ave, Dayton, Ohio 45417 from ER-4 Single Family to EMF Multi-Family.

2. Considered the effect of the zoning change on adjacent properties in the community.

3. Discussed the practical use of the proposed clubhouse and management facility by the property owner as well as matters of security and appropriate use for Lakeview Estates residents only.

There were eleven participants: (2) city staff; (0) citizens, (6) West Priority Land Use members the applicant and their representatives in attendance.

Sincerely,

Joe Shaw, Jr., Chairperson
West Priority Land Use Board

CC: Susan Vincent, Planning Division
    File
Dear Land Use West Priority Board:

Please understand my adamant displeasure with allowing, Triangle Associates, i.e. Basim Abdalia to redesign the housing to reflex Eclectic multi family residential (EMF) or amend the zoning plan; concerning the home located at 735 Dearborn Ave, Dayton, Ohio; parcel 7213209000-0001, 0006.

Sincerely
Vanessa Holmes

Address:
130 Mound St & 717 Ruth Ave
Dayton, Ohio 45417
To Whom It May Concern:

I am in strict opposition of a zoning map amendment request for Basim Abdalla (Triangle Associates) at the Lakeview Cooperative Estates located at 735 Dearborn Avenue Parcels R72 13209 0000, R72 13209 0001, R72 13209 0006) to change the underlying zoning from Eclectic Single-Family Residential (ER-4) to Eclectic Multi-Family Residential (EMF).

Donna H. Marsh
COPE, Inc.

Phone call w/ resident on 12/1/20
Address:
710 Ruth Ave
Dayton, Ohio 45417

Please follow us on facebook
https://www.facebook.com/1COPEinc/?fref=ts
AN ORDINANCE

Amending the Official Zoning Map to Rezone Property
Located at 735 Dearborn Ave (Parcel Numbers R72 13209
0000 – 01, 06, and 21) from ER-4 Eclectic Single-Family
Residential District to EMF Eclectic Multi-Family
Residential District, and Declaring an Emergency.

WHEREAS, An application has been made to rezone property located at 735 Dearborn
Ave ((Parcel Numbers R72 13209 0000 – 01, 06, and 21) from ER-4 Eclectic Single-Family
Residential District to EMF Eclectic Multi-Family Residential District, to allow for the
construction of a new management building; and,

WHEREAS, The City Plan Board at its December 8, 2020, meeting recommended
approval of the rezoning with the condition that a replat be filed, Case PLN2020-00537; and,

WHEREAS, There is a commitment to implement the project in a timely manner to
provide needed services and tenant amenities; and,

WHEREAS, To meet the foregoing commitment and provide for the immediate
preservation of the public peace, property, health or safety, it is necessary that this ordinance
take effect immediately upon its passage; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made
in Case PLN2020-00537, the property located at 735 Dearborn Ave (Parcel Numbers R72
13209 0000 – 01, 06, and 21) is rezoned from the ER-4 Eclectic Single-Family Residential
District to EMF Eclectic Multi-Family Residential District. The City’s official zoning map
shall be redrawn to reflect the foregoing change.

Section 2. For the reasons stated in the preamble hereof, this Ordinance is declared to be
an emergency measure and shall take effect immediately upon its passage.

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

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

Attest:

MAYOR OF THE CITY OF DAYTON, OHIO

Clerk of the Commission

Approved as to form:

City Attorney
AHUMARAEZE EDWIN CARLOS  
3409 S FERNCREEK AVE  
ORLANDO FL 32806

ALICIA STOKES  
2717 LAKEVIEW AVE  
DAYTON OH 45408

ANGELA WHITE  
2629 LAKEVIEW AVE  
DAYTON OH 45408 1641

ANNIE JENKINS  
631DEARBORN AVE  
DAYTON OH 45408 1263

AYAT M SALAAM  
2625 LAKEVIEW AVE  
DAYTON OH 45408 1641

BEATRICE SMITH  
2723 LAKEVIEW AVE  
DAYTON OH 45408 1652

BRENDA M MARONE  
709 RUTH AVE  
DAYTON OH 45417

CAROLYN REEVES  
1103 MEADOW THRUSH DR  
INGLEWOOD OH 45315

CHARLES E THOMPSON  
668 S GETTYSBURG AVE  
DAYTON OH 45408 1515

CHERLYN F FREEMAN  
1215 EARLHAM DR  
DAYTON OH 45406 4712

COLTON LINDA AND DIANNNE COLTON  
718 DEARBORN AVE  
DAYTON OH 45417

CRANFORD LEE E  
710 DEARBORN AVE  
DAYTON OH 45408 1266

CRUTCH LEWIS  
726 WALTON AVE  
DAYTON OH 45402

DAVID CURRY  
2817 HABERER AVE  
DAYTON OH 45417

DUNCAN EVELYN AND JACQUELINE GRAVELY  
705 RUTH AVE  
DAYTON OH 45406

EDNA HINES  
706 DEARBORN AVE  
DAYTON OH 45408 1266

GEORGE R SCOTT  
649 BLANCHE ST  
DAYTON OH 45408 1115

GRAVES ANDREA  
121 OAK VALLEY CIR  
SMYRNA TN 37167

HIGGINS KEVIN D SR  
PO BOX 61233  
DAYTON OH 45406

HOLLEY LAWRENCE W TR  
5790 DENGLENDER RD #342  
TROTWOOD OH 45426

J C A  
2558 ROCKCASTLE CT  
MIAMISBURG OH 45342

JEFFERSON GETER  
722 DEARBORN AVE  
DAYTON OH 45408 1266

LADRAKE CONSTRUCTION LLC  
5728 WESTCREEK DR  
DAYTON OH 45426

LAKEVIEW COOPERATIVE ESTATES, INC.  
1712 N MERIDIAN ST STE 300  
INDIANAPOLIS IN 46202

LEWIS ROMANDA  
736 MIAMI CHAPEL RD  
DAYTON OH 45408

LITTLE ROCK MISSIONARY BAPTIST CHURCH  
649 GROVELAND AVE  
DAYTON OH 45408 1121

LORENA D SMITH  
641 DEARBORN AVE  
DAYTON OH 45408 1263

MARIE A BROWN  
2639 LAKEVIEW AVE  
DAYTON OH 45408 1641

MIAMI VALLEY REGIONAL TRANSIT AUTHORITY  
600 LONGWORTH ST  
DAYTON OH 45402 2511

MRS DONNA F MARSH  
8651 DAWES LAKE RD  
MOBILE AL 36619
NKWIYINKA INNOCENT AND
DIEUDONNE NIRENABO
2835 LAKEVIEW DR
DAYTON OH 45408

RAGAN TYRONE
P O BOX 61233
DAYTON OH 45406

REVERE MOLLY
2825 HABERER AVE
DAYTON OH 45417 1669

SHERRY HOLLEY
702 DEARBORN AVE
DAYTON OH 45408 1266

SUMLIN LEWIS AND BESSIE
624 DEARBORN AVE
DAYTON OH 45408 1264

WILLIE JOHNSON
803 FERGUSON AVE
DAYTON OH 45402

Vanessa Moon
P O Box 2072
Clarksdale, Mississippi 38614

Rashella Lavender
City Commission Office
101 W. Third St
Dayton, Ohio 45402

Tony Kroeger
City Plan Board Secretary
101 W. Third St
Dayton, Ohio 45402

Mr. Joseph Shaw, Jr.
West Priority Land Use Board
128 Horace Street
Dayton, Ohio 45402

Carol Jaxson-Jager
Lakeview Neighborhood Association
527 Clifton Ave
Dayton, Ohio 45417

PLY 2284-60537
January 15, 2021

TO: Members of the City Commission

FROM: Greg Scott, President
       City Plan Board

SUBJECT: Transmittal of Report for City Plan Board Case PLN2020-00492
        Establish Planned Development PD-181 for 20 Livingston Avenue and
        Repeal Planned Development PD-73

Applicant: Full Circle Real Estate LLC
           4977 Northcutt Place
           Dayton, OH 45414

Description: Establish Planned Development PD-181 for redevelopment of a nursing home as
medical and professional offices at 20 Livingston Avenue on a 1.3-acre site. All
property within the boundaries of PD-181 will remain zoned MMF Mature Multi-
family Residential. PD-181 will allow for uses permitted conditionally and by
right and also permit medical and professional offices by right. The current
Planned Development for the site, PD-73, will be repealed and replaced by PD-
181.

Board Action: Date: November 10, 2020
               Decision: Recommended Approval

Attachments:
1. Plan Board Minute Record
2. Plan Board Case Report
3. Copy of Ordinance

If you have any questions, please contact Abigail Free at ext. 3635.

GS/tdk

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Mr. Kroeger
January 6, 2021

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

FROM: Tony Kroeger, Secretary
       City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case PLN2020-00492
Establish Planned Development PD-181 for 20 Livingston Avenue and Repeal Planned Development PD-73

Applicant: Full Circle Real Estate LLC
3977 Northcutt Place
Dayton, OH 45414

Description: Establish Planned Development PD-181 for redevelopment of a nursing home as medical and professional offices at 20 Livingston Avenue on a 1.3-acre site. All property within the boundaries of PD-181 will remain zoned MMF Mature Multi-family Residential. PD-181 will allow for uses permitted conditionally and by right and also permit medical and professional offices by right. The current Planned Development for the site, PD-73, will be repealed and replaced by PD-181.

Board Action: Date: November 10, 2020 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. It is requested that the Public Hearing be scheduled for Wednesday, February 17, 2021 at 6:00 P.M.

Advertising: Advertise Public Hearing on Friday, January 15, 2021

Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

If you have any questions, please contact me at ext. 3673. Thank you.

c: Case File, w/ attachment
City of Dayton
Office of the City Commission
City Hall • 101 West Third Street
Dayton, Ohio 45402
(937) 333-3636

Legal Notice

#1200-02

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, February 17, 2021 at 6:00 P.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on February 17, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than February 16, 2021 and the decision will be posted on the City of Dayton website at www.daytonohio.gov. If you wish to attend, listen to, or speak at the hearing, please contact Abigail Free in the Department of Planning and Community Development at 937-333-3635 or abigail.free@daytonohio.gov by 3:00 P.M. on February 16, 2021 for information on how to do so.

Official Zoning Map Amendment
Case: PLN2020-00492

Establish Planned Development PD-181 for redevelopment of a nursing home as medical and professional offices at 20 Livingston Avenue on a 1.3-acre site. All property within the boundaries of PD-181 will remain zoned MMF Mature Multi-family Residential. PD-181 will allow for uses permitted conditionally and by right and also permit medical and professional offices by right. The current Planned Development for the site, PD-73, will be repealed and replaced by PD-181.

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

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

RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION
City of Dayton
City Plan Board

Summary Minute Record
November 10, 2020

7. PLN2020-00492 – Zoning Map Amendment – Amend PD-73; 20 Livingston Ave
Applicant: Full Circle Real Estate LLC
4977 Northcutt Place
Dayton, OH 45414
Priority Land Use Board: Northeast Planning District: Burkhardt
Decision: Approved with Conditions

Staff Comments
Abigail Free, staff, presented the case. The applicant requests a Zoning Map Amendment request to amend PD-73 located at 20 Livingston Avenue to allow for uses permitted conditionally and by right within the MMF Mature Multi-family residential district and also permit professional and medical offices by right.

Subject Site and Vicinity:
The subject property is a 1.3-acre site located along the south side of Huffman Avenue at the intersection of historic Elmwood Place, a half circle drive that converges into Livingston Avenue, the site’s western boundary. It lies within the Burkhardt planning district.

Land Use and Zoning:
Current underlying zoning is MMF Mature Multi-family, with PD-73 overlay, and HD-2 historic designation. An HD-2 designation requires a Certificate of Appropriateness for both major and minor modifications to the building’s exterior and site.

Surrounding Land Uses:
Single and 2-family dwellings surround the subject property, zoned MR-5 and ER-4. However, a large apartment building, with single-family zoning lies opposite the east alley with frontage on Huffman Avenue.

Case Background
The property located at 20 Livingston Avenue includes an historic dwelling built in 1870, designed as a transition between Gothic Revival and High Victorian Gothic, known as the Oscar Gottschall House. Around 1970, the historic dwelling had an addition (1st) built on the rear and was turned into the Alta Nursing Home. It had a small parking lot to the east of the facility. It is unknown if the nursing home was a permitted use at the time if additional approval was needed. Zoning for the site was likely multi-family. In 1976, the Oscar Gottschall House was nominated for the National Register of Historic Places and subsequently became a local landmark with an HD-2 Historic Overlay which requires a COA for any exterior modifications or repairs.

In 1983, PD-46 was established for Alta Nursing Home, a 1.1-acre site. The Planned Development allowed for the expansion of the facility to 100 beds total, adding 42 beds within a new 9,435-sf addition (2nd) to be located at the rear/ south end of the site. Permitted uses were restricted to only a nursing home with related office and parking even though the site was zoned R-5M Multi-family. The façade of the proposed addition required brick veneer to match the existing first nursing home addition. The site plan showed a total of 33 parking spaces, 22 existing within a parking lot at the northeast corner and 11 new spaces proposed alongside the proposed addition. All parking would be accessed from the alley along the site’s east boundary.
Ten years later in 1993, PD-46 was modified to PD-73, increasing its area to 1.3-acres by adding two lots at the northeast corner of original Planned Development boundary. The two lots were rezoned from R-5 Two Family Residential to R-5M (now MMF) Multi-family Residential. The additional lots allowed the nursing home to secure all the land to the east of the Elmwood Place (half circle drive) to the alley. With the extra land, a 7,900-sf addition was proposed, increasing the bed count to 130 maximum. The proposed addition (3rd) would cover the majority of the existing parking lot. A reconfiguration of off-street parking was proposed to abut the alley along the east property line.

The final site plan for PD-73 included 42 parking spaces along the alley, a landscaping buffer at Huffman Avenue, street trees along all street frontages and 20-25-ft minimum setbacks at the front and corner side yards. The development standards again limited the permitted uses to just a 130-bed nursing home with related administrative offices and off-street parking. Additionally, the Landmark Commission was required to approve the design and materials for the new addition and changes to the facilities historic exterior.

In 1998, a Minor Amendment to PD-73 was requested. The request asked to reduce the number of beds from 130 back down to 100 beds maximum (as limited in PD-46). A revised site plan was submitted with the request, which lacked detail. The new plan showed two proposed additions, one as shown on the original PD-73 plan (delayed construction), and another (never built) behind the historic building along Livingston Avenue. The proposed parking was also reduced from 42 spaces to 37 total. The finalized site plan was submitted during review of the proposed addition (3rd) drawings.

Alta Nursing Home was renovated and renamed Livingston Care Center and the addition was finally constructed in 1998. The design and materials were reviewed and approved by the Landmark Commission. Landscaping was added at the front of the property visible from Huffman Avenue. Street trees failed to extend all the down Livingston Avenue and the final off-street parking count landed at 32 total.

Livingston Care Center closed in 2018 and has been for sale for almost 3 years. It has been marketed as a nursing home facility without any interest.

**Staff Analysis:**
The proposed changes to PD-73 focus on the permitted uses. The property is no longer viable as a nursing home use. The current property owner has been unable to sell the facility due to the restrictions in use. There is interest in using the facility for medical and professional offices in association with adult patients living in communal housing in the vicinity. Offices, both medical and professional are likely less intense than a 100-bed nursing home.

Modifying the Development Standards to permit for offices will allow the vacant facility to be put to back use. Additionally, planning staff proposes to also include uses that are conditionally permitted and permitted by right within the MMF Mature Multi-family. Adding uses allowable in MMF will allow for a broad variety of uses, if the offices are never established.

Staff has revised the Development Standards to reflect the current zoning code standards while keeping in the spirit of PD-73's requirements. Other notable changes include not permitting building signs on the historic structure, reiterating the need for a COA of exterior work, reducing the required parking to reflect existing conditions, allowing for possible relocation of the loading dock and dumpster area, and maintaining existing setback and landscaping requirements. Staff has included 1993 PD-73 Development Standards as an attachment to be compared to the amended 2020 Development Standards.

**Site Plan:**
No changes to the site are proposed at this time. With an office use, there will likely be renovations to the interior. A new use may also require a lot consolidation. Staff recommends that the Applicant submit an
updated site plan to reflect the site’s current conditions, including existing building footprints, landscaping, parking, and pedestrian circulation.

**Conclusion:**
The Northeast Land Use Board reviewed the case and recommends approval. Also, staff has received one resident phone call with concern that users of the facility may start to park on Livingston Avenue, creating vehicular congestion and reducing the number of on-street parking for residents. Planning Staff supports the proposed new uses and updates to the Planned Development Standards and recommends APPROVAL with CONDITIONS of the Zoning Map Amendment/ Planned Development update.

**Board Discussion**
Mr. Payne asked if there is a potential buyer for the property (related to the counseling)? Full Circle Real Estate is the buyer. Mr. Payne wished to her from the potential buyer about the proposed use. Mr. Payne also asked about the size of the facility. Will all 100 beds space be used for offices or counseling? Is special licensing required? Ms. Miller asked about any future additions? Ms. Peggies asked about the population they intend to serve.

**Public Comments**
John Pawelski, 8198 Turning Leaf Crossing, Springboro, OH 45066, owner of Full Circle Real Estate, which holds the property of Full Circle. The facility will be used for offices for residents in the neighborhood utilizing their services. The nursing home took contingent offers, but went into receivership and no longer had the on-site maintenance man. Full Circle has agreed to purchase the property without contingency to keep up on the maintenance while they go through the City process to approve the proposed use as it will take a 4-5 months.

Clients will be walking from the neighborhood, but employees will require some parking. The open rooms will be used for job training, group counseling. None of the rooms will be neglected. Job training, hair cutting for example. The counseling requires approval – federal - JACO (sp?), and state – OhioMHAS for behavioral health treatment. There are no intentions to construct any additions. Full Circle will serve adults, both male and female. No juveniles at this time. They have 145 total clients. Most will continue to be served at their building at Northcutt and Needmore.

**Board Decision**
A motion was made by Mr. Bradley, seconded by Ms. Miller to approve with conditions the Planned Development Amendment, making the necessary determinations found in R.C.G.O. §150.125.7(1- 8) and 150.350.10 (A-V).

Conditions:
1. Submit a new site plan showing PD boundary and current conditions including building footprints, landscaping, parking/loading, and sidewalks.

<table>
<thead>
<tr>
<th>Name</th>
<th>Attendance</th>
</tr>
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<tbody>
<tr>
<td>Mr. Paul Bradley</td>
<td>Yes</td>
</tr>
<tr>
<td>Ms. Rosalyn Miller</td>
<td>Yes</td>
</tr>
<tr>
<td>Ms. Geraldine Peggies</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Jeff Payne</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Matt Sauer</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Greg Scott</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Richard Wright</td>
<td>Absent</td>
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</table>

Minutes approved by the City Plan Board on December 8, 2020.

Tony Kroeger, Secretary
City Plan Board
Case # | PLN2020-00492 | Hearing Date | 11/10/20
--- | --- | --- | ---
Address/Location | 20 Livingston Avenue | Parcel # | R72 04208 0001-0009

**Subject** | Zoning Map Amendment: PD-73
--- | ---
**Owner** | F-H Realty Holding Co LLC | Name | Address | 4750 Ashwood Dr, Suite 300 | Cincinnati, OH 45241 | City, State Zip | --- | ---
**Applicant** | Full Circle Real Estate LLC | Name | Address | 4977 Northcutt Place | Dayton, OH 45414 | City, State Zip | --- | ---

**Type** | Amendment to Planned Development Standards
--- | ---

<table>
<thead>
<tr>
<th>Planning District</th>
<th>Land Use Area</th>
<th>Existing Zoning</th>
<th>Existing Land Use</th>
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</thead>
<tbody>
<tr>
<td>Burkhardt</td>
<td>Northeast</td>
<td>MMF/PD-73</td>
<td>Nursing Home</td>
</tr>
</tbody>
</table>

**Historic District** |  
- |  
- HD-2 Overlay - Local Landmark

**Conformance with applicable City Plans and Policies**
A major amendment request to PD-73 Planned Development Standards, for 20 Livingston Avenue.
(Also known as the Oscar Gottschall House, Alta Nursing Home & Livingston Care Center.

**Location Map**

**Department Contact** | Abigail Free | 937-333-3635 | abigail.free@daytonohio.gov
--- | --- | --- | ---
Name | Phone | Email | --- | ---

**STAFF RECOMMENDATION**

☑ Approve | ☐ Approve with conditions | ☐ Deny | ☐ Continue

**Comments**
The existing Planned Development Standards allow for only two permitted uses; a nursing home with related administrative offices and off-street parking. The amendment to the standards will allow for uses permitted conditionally and by right in the MMF zoning district and additionally professional and medical offices.

**Future Actions:**
Adoption by City Commission
November 10, 2020

CITY PLAN BOARD REPORT
CASE: PLN2020-00492

Request/Description: A Zoning Map Amendment request to amend PD-73 located at 20 Livingston Avenue to allow for uses permitted conditionally and by right within the MMF Mature Multi-family residential district and also permit professional and medical offices by right.

Applicant:
Full Circle Real Estate LLC
4977 Northcutt Place
Dayton, OH 45414

Owner:
F-H Realty Holding Co LLC
4750 Ashwood Drive, Suite 300
Cincinnati, OH 45241

Address of Property: 20 Livingston Avenue

Priority Land Use Board: Northeast
Neighborhood: Burkhardt

Board Authority:
• R.C.G.O. § 150.125.1 Authority of Amendments

Applicable Plans and Policies:
City of Dayton Official Zoning Map; 2006

Zoning Code; 2006
• R.C.G.O. § 150.125 City Plan Board actions for amendments to the Official Zoning Map.
• R.C.G.O. § 150.350 Planned Developments

CitiPlan 20/20: Revised Land Use Principles (2007)
• Provide housing that meets the diverse social and income needs of the community.
• Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
• Whenever possible, promote good urban design by using the Urban Design Guidelines and Pedestrian Oriented Design Standards when reviewing projects.
• Design new area and enhance or preserve older areas that convey a strong sense of place.

Agencies and Groups Contacted:
Property Owners within 250 feet
Property Owners within the same block of Livingston Ave
CURRENT CONDITIONS

Existing Land Use/Zoning: Nursing Home; MMF/PD-73/HD-2

Proposed Land Use/Zoning: Medical & Professional Offices; MMF/PD/HD-2

Surrounding Land Use/Zoning: North: Single-family dwellings; MR-5
South: Single-family dwellings; MR-5
West: Single-family dwellings; ER-4
East: Single-family dwellings; MR-5

The proposed area to amend the Planned Development consists of approximately 1.3-acres, parcels R72 04208 0001 through 0009.

STATUTORY REQUIREMENTS AND AUTHORITY

Refer to R.C.G.O. § 150.125 City Plan Board actions for amendments to the Official Zoning Map; and R.C.G.O. § 150.350 Planned Developments

GENERAL LAND USE ISSUES AND ANALYSIS

A Zoning Map Amendment request to amend PD-73 located at 20 Livingston Avenue to allow for uses permitted conditionally and by right within the MMF Mature Multi-family residential district and also permit professional and medical offices by right.

Subject Site and Vicinity:
The subject property is a 1.3-acre site located along the south side of Huffman Avenue at the intersection of historic Elmwood Place, a half circle drive that converges into Livingston Avenue, the site’s western boundary. It lies within the Burkhardt planning district.

Land Use and Zoning:
Current underlying zoning is MMF Mature Multi-family, with PD-73 overlay, and HD-2 historic designation. An HD-2 designation requires a Certificate of Appropriateness for both major and minor modifications to the building’s exterior and site.

Surrounding Land Uses:
Single and 2-family dwellings surround the subject property, zoned MR-5 and ER-4. However, a large apartment building, with single-family zoning lies opposite the east alley with frontage on Huffman Avenue.

**Case Background**
The property located at 20 Livingston Avenue includes an historic dwelling built in 1870, designed as a transition between Gothic Revival and High Victorian Gothic, known as the Oscar Gottschall House. Around 1970, the historic dwelling had an addition (1st) built on the rear and was turned into the Alta Nursing Home. It had a small parking lot to the east of the facility. It is unknown if the nursing home was a permitted use at the time or if additional approval was needed. Zoning for the site was likely multi-family. In 1976, the Oscar Gottschall House was nominated for the National Register of Historic Places and subsequently became a local landmark with an HD-2 Historic Overlay which requires a COA for any exterior modifications or repairs.

In 1983, PD-46 was established for Alta Nursing Home, a 1.1-acre site. The Planned Development allowed for the expansion of the facility to 100 beds total, adding 42 beds within a new 9,435-sf addition (2nd) to be located at the rear/south end of the site. Permitted uses were restricted to only a nursing home with related office and parking even though the site was zoned R-5M Multi-family. The façade of the proposed addition required brick veneer to match the existing first nursing home addition. The site plan showed a total of 33 parking spaces, 22 existing within a parking lot at the northeast corner and 11 new spaces proposed alongside the proposed addition. All parking would be accessed from the alley along the site’s east boundary.

Ten years later in 1993, PD-46 was modified to PD-73, increasing its area to 1.3-acres by adding two lots at the northeast corner of original Planned Development boundary. The two lots were rezoned from R-5 Two Family Residential to R-5M (now MMF) Multi-family Residential. The additional lots allowed the nursing home to secure all the land to the east of the Elmwood Place (half circle drive) to the alley. With the extra land, a 7,900-sf addition was proposed, increasing the bed count to 130 maximum. The proposed addition (3rd) would cover the majority of the existing parking lot. A reconfiguration of off-street parking was proposed to abut the alley along the east property line.

The final site plan for PD-73 included 42 parking spaces along the alley, a landscaping buffer at Huffman Avenue, street trees along all street frontages and 20-25-ft minimum setbacks at the front and corner side yards. The development standards again limited the permitted uses to just a 130-bed nursing home with related administrative offices and off-street parking. Additionally, the Landmark Commission was required to approve the design and materials for the new addition and changes to the facilities historic exterior.

In 1998, a Minor Amendment to PD-73 was requested. The request asked to reduce the number of beds from 130 back down to 100 beds maximum (as limited in PD-46). A revised site plan was submitted with the request, which lacked detail. The new plan showed two proposed additions, one as shown on the original PD-73 plan (delayed construction), and another (never built) behind the historic building along Livingston Avenue. The proposed parking was also
reduced from 42 spaces to 37 total. The finalized site plan was submitted during review of the proposed addition (3rd) drawings.

Alta Nursing Home was renovated and renamed Livingston Care Center and the addition was finally constructed in 1998. The design and materials were reviewed and approved by the Landmark Commission. Landscaping was added at the front of the property visible from Huffman Avenue. Street trees failed to extend all the down Livingston Avenue and the final off-street parking count landed at 32 total.

Livingston Care Center closed in 2018 and has been for sale for almost 3 years. It has been marketed as a nursing home facility without any interest.

**Staff Analysis:**
The proposed changes to PD-73 focus on the permitted uses. The property is no longer viable as a nursing home use. The current property owner has been unable to sell the facility due to the restrictions in use. There is interest in using the facility for medical and professional offices in association with adult patients living in communal housing in the vicinity. Offices, both medical and professional are likely less intense than a 100-bed nursing home.

Modifying the Development Standards to permit for offices will allow the vacant facility to be put to back use. Additionally, planning staff proposes to also include uses that are conditionally permitted and permitted by right within the MMF Mature Multi-family. Adding uses allowable in MMF will allow for a broad variety of uses, if the offices are never established.

Staff has revised the Development Standards to reflect the current zoning code standards while keeping in the spirit of PD-73’s requirements. Other notable changes include not permitting building signs on the historic structure, reiterating the need for a COA of exterior work, reducing the required parking to reflect existing conditions, allowing for possible relocation of the loading dock and dumpster area, and maintaining existing setback and landscaping requirements. Staff has included 1993 PD-73 Development Standards as an attachment to be compared to the amended 2020 Development Standards.

**Site Plan:**
No changes to the site are proposed at this time. With an office use, there will likely be renovations to the interior. A new use may also require a lot consolidation. Staff recommends that the Applicant submit an updated site plan to reflect the site’s current conditions, including existing building footprints, landscaping, parking, and pedestrian circulation.

**Conclusion:**
The Northeast Land Use Board reviewed the case and recommends approval. Also, staff has received one resident phone call with concern that users of the facility may start to park on Livingston Avenue, creating vehicular congestion and reducing the number of on-street parking for residents. Planning Staff supports the proposed new uses and updates to the Planned Development Standards and recommends APPROVAL with CONDITIONS of the Zoning Map Amendment/Planned Development update.
Conditions:
1. Submit a new site plan showing PD boundary and current conditions including building footprints, landscaping, parking/loading, and sidewalks.

DETERMINATIONS AND FINDINGS

150.350.10 Development Plan Review Criteria
The following development and design criteria are established to insure that all proposed development and redevelopment complies with the purposes of this District as set forth in sub-section 150.350.1. The Plan Board shall review plans for a proposed development utilizing the Planned Development District as required in sub-section 150.350.2, Application and Procedures, according to the criteria established below. The application is intended to be the basis and standard for the eventual and complete development of the site and should insure appropriate and compatible future development by others and therefore shall include the following information:

(A) The proposed plan is consistent with the goals and objectives of the City’s Comprehensive Plan;

Yes, the proposed development plan is consistent with CitiPlan 20/20.

(B) The proposed plan is consistent with any other plan or policy statement for the orderly development of the City;

Yes

(C) The proposed plan is consistent with the goals of this Zoning Code which include creating a built environment that reflects and complements Dayton’s existing built form;

Yes, the development in consistent with the spirit and intent of the Zoning Code. It will allow for development of vacant property while applying the control and flexibility of a Planned Development.

(D) The appropriate use and value of property within and adjacent to the area will be safeguarded;

Yes, adjacent uses will be safeguarded.

(E) The site design plan demonstrates that the proposed development will result in a harmonious grouping of buildings within the proposed development and in relationship to existing and proposed uses on adjacent property;

Yes, the proposed medical and/or professional office use will be less intense than a nursing home facility and occupy existing buildings on site.

(F) Preliminary utility easements including fire hydrants, sanitary sewers, and preliminary grading, drainage, and storm water management;
The site is already developed; no new utilities will be needed.

(G) **Roadway systems, circulation areas, service areas, parking areas, entrance, exits, and pedestrian walkways within the development and access to public streets that minimize traffic hazards or congestion;**

Roadways and circulation are existing and no changes are proposed.

(H) **The general location of buildings depicting bulk, height, and spatial relationships of proposed building masses with adjacent development;**

Placement of dwellings and signage is not finalized, but the layout of the proposed typical residential lot is appropriate for the proposed development of suburban single-family dwellings.

(I) **The number and location of access drives limited to reduce curb-cuts, cut-through traffic, incidence of left turns, and adverse impact upon adjacent uses;**

There is only one existing access point onto the site besides the parking abutting the east alley. The access is off of Elmwood and the loading dock and trash compactor.

(J) **The location of parking areas, including circulation routes designed to service front parcels and main, rear, or additional parking areas and to permit travel between all parking areas;**

Existing parking spaces (32 total) abut the alley along the east property line.

(K) **Internal directional traffic signage required to assure safe and orderly vehicular and pedestrian traffic;**

No internal directional signage is proposed.

(L) **Parking lot lighting, including, style, and height that directs lighting to access drives, pedestrian walkways, parking lots, and buildings and not to adjacent residential areas;**

No parking lot lighting is proposed.

(M) **Evidence that the character and materials of the buildings shall be compatible with one another throughout the entire development. Final architectural plans for each individual building will be subject to review and approval by the City at the time of Site Design Review;**

No additional buildings are proposed, as there is no additional land for development. The design and materials of the 1998 addition were reviewed and approved by the Landmark Commission. Any exterior changes require a Certificate of Appropriateness.
(N) A signage plan indicating consistent use of materials, colors, lettering, etc., in compliance with Section 150.900, Sign Regulations;

A Signage Plan was not submitted. Any new signage must be approved by the Landmark Commission.

(O) Intended measures to screen rooftop mechanical equipment from view from the public right-of-way and adjoining residential properties. Where necessary because of sight lines, such screening may be accomplished through the use of parapet walls, roof mounted screens or other devices approved by the City;

Existing mechanical equipment is present on rooftops.

(P) Accommodation and access for emergency and firefighting apparatus;

Fire hydrants are already present and installed to City Standards.

(Q) Screening and enclosure of trash, recycling, and grease containers, as required by subsection 150.800.10 Screening of Accessory Uses, so as not to be visible from the public right-of-way or adjoining properties;

A existing loading/trash area is accessed off of Elmwood Ave. Screening could be improved.

(R) Location of landscaped or screened buffer areas as required within front, side, and rear setbacks and significant buffers with adequate landscaping and screening between the proposed development and adjacent residential areas;

The front yard, visible from Elmwood Ave and Huffman Ave is adequately landscaped. Required street trees were not planted along Livingston Ave. No additional landscaping is proposed.

(S) Preservation of significant natural features to the maximum extent feasible, such as, but not limited to, stream beds or other water courses, steep slopes, mature stands of trees, individual trees of substantial age or size, and rock outcroppings;

No significant natural features exist but standards require a minimum front and corner side setback with landscaping to be maintained along Huffman Avenue.

(T) A management plan or mechanism to provide for the perpetual maintenance of all landscape, buffer, and shared parking areas, which is submitted and acceptable to the City's Law Department and the Plan Board, by the ultimate land purchaser and owner;

Maintenance of the green space and landscaping is the responsibility of the property owner.
(U) Intended measures that will be taken to convey the terms of the design criteria to future purchasers and/or tenants; and,

No changes to the current site are proposed, however the historic landmark portion of the facility requires approval of all exterior changes through major or minor Certificates of Appropriateness.

(V) If it is proposed that this common open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and by-laws of the entity shall be submitted. (Ord. 30515-05, passed 12-28-05; amend Ord. 31283-13, passed 12-18-13)

There is no open space open to the public proposed. All green space and courtyards will be maintained by the owner.

150.125.7 Amendments to Change Zoning Districts or Zoning Classifications of Properties

(A) When a proposed amendment would result in a change of zoning classification of any property, the Plan Board and City Commission should consider whether:

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

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

No change in zoning classification is proposed.

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

No change in zoning classification is proposed.

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

The proposed amendments to the PD Standards will allow the property additional uses to aid in reuse of the buildings. The nursing home use is too limiting and the current owner has not been able to sell the property.

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

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

The new uses proposed will not have an adverse environmental or health impact.

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

Appropriate utilities are already present on site.

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

The current PD does not allow use of the building for permitted and conditional uses found in the Schedule of Uses for the underlying zoning MMF Mature Multi-family. The amendment to the PD will now allow for these uses.

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

No such error appears to exist.

**ALTERNATIVES**

- Recommend approval of the Zoning Map Amendment application, with Planned Development Standards, to establish a new planned development, making the necessary determinations found in R.C.G.O. §150.125.7(1-8) and 150.350.10 (A-V).

- Recommend denial of the Zoning Map Amendment application, with Planned Development Standards, to not establish a new planned development, making the necessary determinations found in R.C.G.O. §150.125.7(1-8) and 150.350.10 (A-V).

- Recommend approval with modification of the Zoning Map Amendment application, with Planned Development Standards, to establish a new planned development, making the necessary determinations found in R.C.G.O. §150.125.7(1-8) and 150.350.10 (A-V).

**FUTURE ACTIONS:**

If the Plan Board recommends approval of the proposed map amendment, the request will be forwarded to the City Commission for public hearing.
The following land use controls are applicable to this Planned Development. The PD area includes property known as Parcels R72 04208 0001, R72 04208 0002, R72 04208 0003, R72 04208 0004, R72 04208 0005, R72 04208 0006, R72 04208 0007, R72 04208 0008, R72 04208 0009.

**Intent & Purpose**

To meet the goals and objectives of the development with the facilities that are required, while ensuring the development is compatible with the characteristics of the surrounding neighborhood, the development standards contained herein shall apply to the above referenced parcels. The Planned Development Standards shall replace those established through PD-73.

**Land Use Regulations**

A. Underlying zoning shall remain MMF Mature Multi-family residential.

B. Historic Overlay HD-2 shall remain.

C. Uses shall be those Permitted by Right (P), Accessory (A), or Conditional (C), as found in R.G.C.O. Schedule 150.310.2 under the MMF column. Conditional uses are subject to approval by the Board of Zoning Appeals.

D. Other Uses Permitted by Right:
   1. Nursing Home, 100-bed
   2. Offices, Medical
   3. Office, Professional

**Bulk & Contextual Requirements**

A. Building height: 45-ft maximum

B. Setbacks (minimum)
   1. Huffman Avenue: 25-ft
   2. Elmwood Place: 7-ft
   3. Livingston Avenue: 25-ft
   4. East property line: 20-ft
   5. South property line: 25-ft
C. Any repair or modification to the exterior of the historic dwelling shall require a Major or Minor Certificate of Appropriateness (COA).

D. New construction or demolition shall require Major COA approval from the Landmark Commission.

**Landscaping, Fencing & Screening**

A. All existing landscaping shall be maintained.

B. Any proposed changes to current landscaping requires a COA from the City’s Preservation Officer.

C. Street trees shall be required along Livingston Avenue, spaced in rhythm with existing trees within the Planned Development.

**Vehicular and Pedestrian Access**

A. Sidewalks shall be maintained or repaired along all street frontages.

B. Vehicular Access shall use existing public rights-of-way.

**Off-street Parking & Loading**

A. Location: Along existing alley/east property line (existing angled parking).

B. Maintain existing parking setback along Huffman Avenue.

C. Required number of spaces: 32 minimum (existing)

D. Maintain existing loading dock with dumpster access from Elmwood Place.

1. Any proposed relocation of loading area and/or dumpster shall require review and approval by the Zoning Administrator.
2. A change in loading and/or dumpster location shall comply with Section 150.800.10 Screening of Accessory Uses.

**Sign Regulations**

A. Existing freestanding signage

1. Signage may be modified for a new use.
2. Location and size/area must be maintained.

B. New freestanding signage

1. Signage shall comply with Section 150.900 Sign Regulations
2. Signage requires Major COA approval by the Landmark Commission

C. Building Signs
1. Signage shall comply with Section 150.900 Sign Regulations
2. No building signs shall be permitted on the historic dwelling.

**Dimensions**

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

**Plan Adjustments and Interpretation**

After the City Commission has approved a Planned Development, it may be amended only by the use of the same procedures as are applicable for the original adoption of a Planned Development. However, minor adjustments in the final plan, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Planning Director and the Zoning Administrator. If the final plan requires modification due to fire safety, minor adjustments may be authorized in the same manner.

These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Planning Director and the Zoning Administrator and determined by them to conform to the original purpose and intent of the Planned Development approval. If both the Planning Director and the Zoning Administrator do not agree, such adjustments shall not be allowed except by amendment. The Plan Board shall be advised of all minor adjustments authorized.
CPB Case #010-93

Alta Nursing Home
Planned Development (P.D.-73)
List of Conditions

Lot Numbers: 23189 through 23197
Land Area: 1.3 Acres

Intent and Purpose

The subject property, due to its location within a largely residential area, shall be developed to ensure compatibility with the characteristics of said area. Development standards contained herein shall apply to the above referenced City lot numbers.

Permitted Uses

1. The following Permitted Uses:
   a. A 130 Bed Nursing Home with related administrative offices.
   b. Off-street parking as regulated by Section 150.344 through 150.357.


Area Development Requirements

An area of 1.3 acres as depicted on plan.

Bulk Requirements

1. Maximum Building Height of 45 feet.

2. Yard Requirements:
   a. Front Yard/Corner Side Yard:
      1) Maintain a minimum 25-foot front yard setback along Huffman Avenue (no parking is permitted within the required front yard or corner side yard).
      2) Maintain the existing 25-foot corner side yard setback along Livingston Avenue.
      3) Maintain a minimum seven-foot corner side yard setback along Elmwood Place.
      4) That two-inch caliper canopy trees be placed 25-foot on center within the front yard and corner side yard setbacks along all frontages.
   b. Side Yard:
      1) A 20-foot side yard setback is required along the entire length of the P.D.'s east property line.
   c. Rear Yard:
      1) A 25-foot rear yard setback is required along the entire length of the P.D.'s south property line.
Signage

Signage shall be permitted in accordance with Section 150.360 - 150.399 inclusive.

Parking

1. Off-street parking spaces are required as depicted on the site plan.
2. All truck loading shall take place in the designated loading area on Elmwood Place.

Landscaping and Screening Provisions

1. Retain existing plantings where feasible.
2. All green space and landscaping shall be provided as depicted on plan,
3. All exterior lighting fixtures shall be shaded wherever necessary to avoid casting direct light upon any property located in a residential district.
4. That 42-inch high solid screening be placed along the north and west sides of the proposed parking lot to effectively screen the residences from the off-street parking area.
5. That all trash collection containers/dumpsters shall be completely enclosed by a solid wall, fence, or dense living hedge and/or solid gate not less than six (6) feet in height.

Structure Design Elements

Exterior building material & design shall be approved by the Landmark Commission.

Traffic Access and Control

1. Vehicular access shall be provided as depicted on plan.
2. Installation of curb and walk along the Elmwood Place and Livingston Avenue frontage to conform with City standards.
3. All vehicular access onto property shall be provided by entrance drive with driveway mouth to conform with City standards.

Dimensions

All dimensions on approved plan shall be binding, and the appropriate scale be used to interpret where dimensions are lacking.

Plan Adjustments and Interpretations

Minor adjustments to this Planned Development, P.D.-73, may be made as per Section 150.289 of the Zoning Ordinance and the Plan Board may interpret the provisions of this Planned Development, provided that such adjustments and interpretations are in substantial conformity with the intent, purpose and overall design concept of this development.
MEMORANDUM

April 20, 1998

TO: Michael Cromartie, Chief Building Official
Economic Development

FROM: Liz Blume, Director
Department of Planning

SUBJECT: PD-73; Livingston Care Center [Alta Nursing Home]

Mr. Mark E. Williams, of McKay Williams Architects, LTD., has requested that PD-73 be granted a minor amendment to permit the rehabilitation of former Alta Nursing Home for no more than 100 beds. Section 150.289 RCGO requires that both the Planning Director and the Chief Building Official approve any amendment of a Planned Development. Section 150.289 RCGO below describes what constitutes a minor amendment.

§ 105.289 AMENDMENTS OF PLANNED DEVELOPMENTS.

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

It is my understanding that the proposed design will retain the 20' side yard along the east property line as required in the Planned Development. The overall development will be less intense that the original proposal, and according to the Zoning Administrator adequate parking will be provided.

If you have any questions concerning this matter please contact Jeff Payne at 443-3670 or Steve Carne at 443-3887. Attached are copies of the original PD-73 and the revised plan. Also attached is a letter from the Zoning Administrator indicating that the proposed use, senior housing is a permitted use within PD-73.

We concur that the proposed changes to PD-73 constitutes a minor amendment in accordance with 150.289 RCGO.

Michael Cromartie, Chief Building Official
Economic Development

Liz Blume, Director
Department of Planning

LB/jjp

Attachments:
c: Norm Essman
   Steve Carne
   Jeff Payne
### Land Use Case Citizen Participation Staff Response

**Type of Case:** Area Variance  Use Variance  Conditional Use  Appeal  Vacation  Record Plan Major Site Design  Review  Map Amendment Planned Development Reap Other

<table>
<thead>
<tr>
<th>Case Numbers:</th>
<th>Case Descriptions:</th>
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<tbody>
<tr>
<td>PLN2020-00492; 20 Livingston Ave</td>
<td>An amendment request to PDD-73 Planned Development Standards, known as Alta Nursing Home, located within a MMF/PD-73 Mature Multi-Family district with PD overlay. The existing Planned Development Standards permits 2 uses: 1) nursing home with related administrative offices and 2) off street parking. The amendments to the standard will allow for uses permitted conditionally and by right in the MMF zoning district and additionally professional and medical offices.</td>
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| Priority Board: | Northeast  
| Date of NELUC Meeting: | 11/3/2020 |

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<th>Total # of people present for discussion:</th>
<th># of NELUC members present:</th>
<th>Vote of NELUC:</th>
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| 9                                        | 4                             | John Kaughlin proposed full support motion  
|                                          |                               | Sharon Deis seconded the motion of support.  
|                                          |                               | 4 votes to support the application  
|                                          |                               | 0 votes to deny application |

**Prepared:**  
Sharon Deis  
Date: 11/3/2020

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I. **Please list below highlights/issues/discussion points surrounding this case:**  
John Pawelski presented the proposal. They are requesting offices only and no living space. The offices will be used as counseling offices for the Full Circle clients. Currently there are approximately 145 rehabilitation clients. Planning to have the hours during the day shift. There are plans for 24-hour Security and staff at the site.  

No one from the neighborhood attended tonight’s meeting, however there was 1 email from a neighbor asking for clarification on what the district MMF/ PD-73 meant. Clarification was provided by the city. There is no information regarding if the neighbor supported or objected to the proposal.

II. **Recommendation:**  
The Northeast Land Use Committee recommends by a vote of 4 to 0 to approve the proposed Amendment to the Standards for Conditional Use.

III. **Rationalization:**  
The NELUC felt this proposal is a good fit for the space in the neighborhood.
AN ORDINANCE

Amending the Official Zoning Map to Establish Planned Development PD-181 for 20 Livingston Avenue and Repealing Planned Development PD-73; and Declaring an Emergency.

WHEREAS, An application has been made to establish Planned Development PD-181 for a redevelopment of a nursing home as medical and professional offices at 20 Livingston Avenue which will replace Planned Development PD-73; and

WHEREAS, Planned Development PD-73 shall be repealed; and

WHEREAS, All property within the boundaries of PD-181 shall be zoned MMF Mature Multi-family Residential; and

WHEREAS, The Plan Board, on November 10, 2020 in Case PLN2020-00492, recommended approval of the applicant’s request; and

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

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

Section 1. Planned Development PD-181, 20 Livingston Avenue, is established to allow for uses permitted conditionally and by right within the MMF Mature Multi-family residential district and also permit professional and medical offices by right.

Section 2. In addition to the requirements applicable to all properties zoned MMF, the property described in Section 1 of this ordinance is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as PD-181, 20 Livingston Avenue.

Section 3. The intent and purpose of PD-181 is to meet the goals and objectives of the development with the facilities that are required, while ensuring the development is compatible with the characteristics of the surrounding neighborhood. Lots and property within PD-181 are restricted and subject to the following uses, conditions and requirements.
**Land Use Regulations**

A. Underlying zoning shall remain MMF Mature Multi-family residential.

B. Historic Overlay HD-2 shall remain.

C. Uses shall be those Permitted by Right (P), Accessory (A), or Conditional (C), as found in R.G.C.O. Schedule 150.310.2 under the MMF column. Conditional uses are subject to approval by the Board of Zoning Appeals.

D. Other Uses Permitted by Right:
   1. Nursing Home, 100-bed
   2. Offices, Medical
   3. Office, Professional

**Bulk & Contextual Requirements**

A. Building height: 45-ft maximum

B. Setbacks (minimum)
   1. Huffman Avenue: 25-ft
   2. Elmwood Place: 7-ft
   3. Livingston Avenue: 25-ft
   4. East property line: 20-ft
   5. South property line: 25-ft

C. Any repair or modification to the exterior of the historic dwelling shall require a Major or Minor Certificate of Appropriateness (COA).

D. New construction or demolition shall require Major COA approval from the Landmark Commission.

**Landscaping, Fencing & Screening**

A. All existing landscaping shall be maintained.

B. Any proposed changes to current landscaping requires a COA from the City’s Preservation Officer.

C. Street trees shall be required along Livingston Avenue, spaced in rhythm with existing trees within the Planned Development.
Vehicular and Pedestrian Access

A. Sidewalks shall be maintained or repaired along all street frontages.

B. Vehicular Access shall use existing public rights-of-way.

Off-street Parking & Loading

A. Location: Along existing alley/east property line (existing angled parking).

B. Maintain existing parking setback along Huffman Avenue.

C. Required number of spaces: 32 minimum (existing)

D. Maintain existing loading dock with dumpster access from Elmwood Place.

1. Any proposed relocation of loading area and/or dumpster shall require review and approval by the Zoning Administrator.

2. A change in loading and/or dumpster location shall comply with Section 150.800.10 Screening of Accessory Uses.

Sign Regulations

A. Existing freestanding signage

1. Signage may be modified for a new use.

2. Location and size/area must be maintained.

B. New freestanding signage

1. Signage shall comply with Section 150.900 Sign Regulations

2. Signage requires Major COA approval by the Landmark Commission

C. Building Signs

1. Signage shall comply with Section 150.900 Sign Regulations

2. No building signs shall be permitted on the historic dwelling.

Dimensions

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

After the City Commission has approved a Planned Development, it may be amended only by the use of the same procedures as are applicable for the original adoption of a Planned Development. However, minor adjustments in the final plan, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Planning Director and the Zoning Administrator. If the final plan requires modification due to fire safety, minor adjustments may be authorized in the same manner.

These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Planning Director and the Zoning Administrator and determined by them to conform to the original purpose and intent of the Planned Development approval. If both the Planning Director and the Zoning Administrator do not agree, such adjustments shall not be allowed except by amendment. The Plan Board shall be advised of all minor adjustments authorized.

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

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
<table>
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<th>State</th>
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Use Template for 4160

Smooth Peel Sheets
| Address Labels | Labels | A1 PROPERTY HOLDING LLC | SANTIAGO AGUIRRE | AKERS SARAH  
2220 E THIRD ST | 570 N BROADWAY ST  
LEBANON OH 45036 | 273 ASHLEY CT  
DAYTON OH 45434 |
|----------------|--------|-------------------------|------------------|------------------|
| AL-KHATIB KHALIL | B&B OXFORD LLC | 4836 AIRWAY RD | 6465 RAND ST  
DAYTON OH 45403 | DONALD C BAILEY  
245 LIVINGSTON AVE  
DAYTON OH 45403 2941 |
| BAYVIEW FINANCIAL PROPERTY TRUST | BBC PROPERTY MANAGEMENT LLC | 4425 PONCE DE LEON BLVD | P.O. BOX 415  
VANDALIA OH 45377 | DELBERT BLAKENSHPIN  
6229 CEDAR LANE  
MIAMISBURG OH 45342 |
| BETTY J BLEDSOE | BOHANNON RICHARD | 249 LIVINGSTON AVE  
DAYTON OH 45403 2941 | 240 LIVINGSTON AVE  
DAYTON OH 45403 | BOLAND MICHELLE ANN  
1219 HUFFMAN AVE  
DAYTON OH 45403 |
| BOLDEN JOSHUA | BRUNNER MARTIN & LORA | 645 KENWOOD AVE  
DAYTON OH 45406 | 832 BRITTON AVE  
DAYTON OH 45429 | BUCHANAN DARLENE & ROBERT  
1215 HUFFMAN AVE  
DAYTON OH 45403 |
| ERIC & SARAH BUCHER | MAXINE BULLOCK | P.O. BOX 134  
BELLBROOK OH 45305 | 45 LIVINGSTON AVE  
DAYTON OH 45403 2937 | BURNS BRIAN SCOTT & TERESA  
800 VICTORIA DR  
FRANKLIN OH 45005 |
| NANCY CALDWELL HICKMAN | CAMPPOS JOSEFA | 704 BROAD OAK DR  
DAYTON OH 45426 | 1833 S FIFTH STA  
MILWAUKEE WI 53204 | CLARK MARLENE  
223 LIVINGSTON AVE  
DAYTON OH 45403 2941 |
| PATRICK A CLARK | CLINIC SECURITY & LOGISTICS INC | 1148 HIGHRIDGE AVE  
DAYTON OH 45420 | 2218 HARLAN RD  
WAYNESVILLE OH 45068 | CLINIC SECURITY & LOGISTICS INC  
2710 DRYDEN RD  
DAYTON OH 45403 |
| COLE STEVEN & JAIME | CUMPSTON BENJAMIN | 231 LIVINGSTON AVE  
DAYTON OH 45403 | 21 LIVINGSTON AVE  
DAYTON OH 45403 | DONALD & LOMA DALE  
201 LIVINGSTON AVE  
DAYTON OH 45403 |
| DAVID & PATRICIA INGRAM TRUSTEE | DAYTON METROPOLITAN HOUSING AUTHORITY | 41 LIVINGSTON AVE  
DAYTON OH 45403 2937 | 400 WAYNE AVE  
DAYTON OH 45410 1118 | DIEMUNSCH REAL ESTATE & MANAGEMENT LLC  
2179 MAPLEVIEW AVE  
DAYTON OH 45420 |