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: N/A
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: Finance Committee Briefing
   4:30 P.M. - PRC
   https://www.daytonohio.gov/govtv
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)
The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:
(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

   **AVIATION**
   A1. American Association of Airport Executives - annual service, maintenance and support agreement for the Interactive Employee Training System (IETS) as needed through 12/31/25)  **$58,200.00**
1. (Cont’d):

**PUBLIC WORKS**

B1. **SBC Global Services, Inc., dba AT&T Global**
   (telecommunication/monitoring services as needed through 12/31/25)  
   $90,000.00

**WATER**

C1. **MSD Environmental Services, Inc.** (biosolids dewatering parts and related items as needed through 12/31/22)  
   20,000.00
C2. **PdMA Corporation** (one MCEmax motor tester)  
   47,160.00
C3. **Process Pump & Seal, Inc.** (Chesterfield split mechanical seals and spare parts)  
   12,000.00
C4. **TEMCO, Inc.** (controllers, sensors and other monitoring equipment as needed through 12/31/22)  
   15,000.00
C5. **JCI – Jones Chemicals, Inc.** (liquid chlorine gas as needed through 12/31/25)  
   1,250,000.00
C6. **NCH Corporation** (parts, service and solvents as needed through 12/31/25)  
   52,000.00
-Depts. of Aviation, Public Works and Water  
**Total:** $1,544,360.00

D. Development Agreement:

2. **JM Enterprise LLC dba Third Perk Coffeehouse – Development Agreement** – to assist in the establishment of a new restaurant at 3907 West Third Street – Department of Planning, Neighborhoods and Development/Development.  
   $50,000.00  
   (Thru 12/31/23)

E. Other – Contributions, Etc.:

3. **Comptech Computer Technologies, Inc. – Payment of Voucher** – for payment of invoices for temporary staffing services used to complete field and course maintenance rendered at Kettering Field and Community Golf Club – Department of Recreation/Golf.  
   $56,945.75

4. **Miami Valley Regional Planning Commission (MVRPC) - Other** – for 2022 membership dues – Department of Planning, Neighborhoods and Development/Planning  
   $65,102.42
IV. LEGISLATION:

Emergency Resolution – First Reading

5. No. 6642-22 Authorizing the Acceptance of a Grant Award for a Fair Housing Assistance Program from the United States Department of Housing and Urban Development on Behalf of the Human Relations Council of the City of Dayton in an Amount Not to Exceed Sixty-Six Thousand Eight Hundred Dollars and Zero Cents ($66,800.00), and Declaring an Emergency.

Emergency Ordinance – Second Reading

6. No. 31977-22 Amending Section 34.50 of the Revised Code of General Ordinances to Stay Community Appeals Board Hearings During Ongoing Litigation, and Declaring an Emergency.

Informal Resolution

7. No. 995-22 Condemning The Invasion of the War in Ukraine and Supporting Ongoing Refugee and Peace Efforts for The Ukrainian People.

VI. MISCELLANEOUS:

ORDINANCE NO. 31978-22

RESOLUTION NO. 6643-22

IMPROVEMENT RESOLUTION NO. 3599-22

INFORMAL RESOLUTION NO. 996-22
AVIATION

(A1) P0220888 – AMERICAN ASSOC. OF AIRPORT EXECUTIVES, ALEXANDRIA, VA

- Annual service, maintenance and support agreement for the Interactive Employee Training System (IETS).
- These services are required to provide employee training to ensure compliance with Federal regulations and will provide a training system that includes continuous operation, version upgrades, system enhancements and technical support.
- American Assoc of Airport Executives is recommended as the original software developer and sole source of this proprietary service agreement; therefore, this purchase was negotiated.
- The Department of Aviation requests additional authority of $45,000.00 through 12/31/2025.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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Signatures/Approval

Approved by City Commission

FORM NO. MS-16

Updated 06/2016
PUBLIC WORKS – STREET MAINTENANCE

(B1) P0220183 – SBC GLOBAL SERVICES, INC. dba AT&T GLOBAL, COLUMBUS, OH
- Telecommunication / monitoring services as needed through 12/31/2022.
- These services are required to monitor fourteen (14) illegal dumping sites in the City of Dayton.
- SBC Global Services, Inc. dba AT&T Global is recommended as the single source for these proprietary services; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $6,000.00 by $15,000.00 for a total not to exceed $21,000.00 and therefore requires City Commission approval.
- The Department of Public Works requests additional authority of $75,000.00 through 12/31/2025.
- The Department of Public Works recommends approval of this order.

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WATER – WATER RECLAMATION

(C1) P0220552 – MSD ENVIRONMENTAL SERVICES, INC., EATON, OH
- Biosolids dewatering parts and related items as needed through 12/31/2022.
- These goods are required for the maintenance of the biosolids dewatering facility.
- MSD Environmental Services, Inc. is recommended as the sole regional distributor for BDP manufacturing equipment; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $11,000.00 by $20,000.00 for a total not to exceed $31,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

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<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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(C2) P0220887 – PdMA CORPORATION, TAMPA, FL
- One (1) MCEmax motor tester.
- This equipment is required to test single and three phase motors.
- PdMA Corporation is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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WATER – WATER RECLAMATION (CONTINUED)

(C3) P0220437 – PROCESS PUMP & SEAL, INC., CINCINNATI, OH
- Chesterton split mechanical seals and spare parts.
- These goods are required to repair critical pumps at the City’s Broadway and Westwood
  pump stations, as well as pumps at other locations.
- Process Pump & Seal, Inc. is recommended as the sole regional municipal distributor for
  Chesterton products; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $26,000.00 by $12,000.00
  for a total not to exceed $38,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

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(C4) P0220455 – TEMCO, INC., LOVELAND, OH
- Controllers, sensors and other monitoring equipment as needed through 12/31/2022.
- These goods are required to maintain multiple process controls through the Water
  Reclamation facilities.
- Temco, Inc. is recommended as the sole regional distributor for multiple brands of related
  supplies; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $15,000.00 by $15,000.00
  for a total not to exceed $30,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

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WATER – WATER SUPPLY AND TREATMENT

(C5) P0220213 – JCI – JONES CHEMICALS, INC., SARASOTA, FL
- Liquid Chlorine gas as needed through 12/31/2022.
- This good is required for the treatment of potable water at the Ottawa and Miami water
  treatment plants.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 22013S
  with pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $120,000.00 by
  $200,000.00 for a total not to exceed $320,000.00 and therefore requires City Commission
  approval.
- The Department of Water requests additional authority of $1,050,000.00 through
  12/31/2025.
- The Division of Water recommends approval of this order.

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<td>$350,000.00</td>
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</table>
(C6) **P0220886 – NCH CORPORATION, IRVING, TX**

- Parts, service and solvents as needed through 12/31/2022.
- These goods and services are needed to maintain brake station tanks.
- NCH Corporation is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated
- The Department of Water recommends approval of this order.

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<th>Fund Source(s)</th>
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The aforementioned departments recommend approval of this order.
City Manager's Report

From: 2370 – Planning, Neighborhoods & Dev. / Development
Name: JM Enterprise LLC
dba Third Perk Coffeehouse
Address: 146 East Third St.
Dayton, Ohio 45402

Date: May 4, 2022
Expense Type: Development Agreement
Total Amount: $50,000.00 thru 12-31-2023

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<th>Fund Source(s)</th>
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<td>Special Revenue Fund</td>
<td>22502-2370-1224-41</td>
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Includes Revenue to the City: No
Affirmative Action Program: Yes

Description

West Dayton Development Trust Fund Agreement

The Department of Planning, Neighborhoods & Development is requesting approval to enter into a West Dayton Development Trust Fund Agreement with JM Enterprise LLC dba Third Perk Coffeehouse (Third Perk Coffeehouse) in the amount of $50,000.00. Third Perk Coffeehouse plans to invest $200,000.00 to establish a new restaurant at 3907 W. Third Street, in Dayton, Ohio.

Third Perk Coffeehouse is currently operating in downtown Dayton and plans to open a southern cuisine carry-out restaurant. The owner will provide fresh and healthy food to customers living in or near the Arlington and Westwood neighborhood districts. There are limited dining options in these neighborhoods. Food prepared at the southern cuisine carry-out restaurant will be available to customers at the Third Perk Coffeehouse, located at 146 E. Third Street. The owner is also planning to partner with Chef Mark Brown to provide on-site culinary training to up-and-coming chefs.

Funds approved under this Agreement will assist with property acquisition, interior and exterior building/site improvements: fencing, signage, lighting, machinery, equipment, furniture, fixtures, electrical, plumbing, and HVAC upgrades.

The Agreement will commence upon execution by the City and expire December 31, 2023.

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

Funding source is the West Dayton Development Trust Fund – City Commission Discretionary Fund.

A Certificate of Funds and map is attached.

Signatures/ Approval

Approved by City Commission

E-SIGNED by Chris Lipson on 2022-04-22 15:20:12 GMT

Division E-SIGNED by Todd Kersey on 2022-04-22 15:23:26 GMT

Department
City Manager

FORM NO. MS-16

Clerk

Date

Updated 8/2016
# Certificate of Funds

## SECTION I - to be completed by User Department

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<td>Expiration Date</td>
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<td>Original Commission Approval</td>
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</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

## 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

---

Vendor Name: JM Enterprise LLC dba Third Perk Coffeehouse
Vendor Address: 146 East Third St., Dayton, OH 45402
Federal ID: 463195847
Commodity Code: 91649
Purpose: Development Agreement to fund property acquisition, interior and exterior building/site improvements; fencing; HVAC and mechanical upgrades, machinery and equipment, furniture and fixtures, signage, and lighting for property at 3907 W. Third Street.

Contact Person: Veronica Morris
Planning, Neighborhoods & Development / Development Department/Division 4/22/2022
E-SIGNED by Todd Kinskey on 2022-04-22 13:29:54 GMT

---

Finance Department
October 18, 2011
April 22, 2022

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Todd M. Kinskey, Director
Department of Planning, Neighborhoods & Development

SUBJECT: West Dayton Development Trust Fund – JM Enterprise LLC dba Third Perk Coffeehouse

The Department of Planning, Neighborhoods & Development requests to enter a West Dayton Development Trust Fund Agreement with JM Enterprise LLC dba Third Perk Coffeehouse (Third Perk Coffeehouse) to assist with establishing a new restaurant at 3907 W. Third Street.

Third Perk Coffeehouse currently operates a coffeehouse at 146 East Third Street in downtown Dayton, offering great customer service and premium coffee products. The owner, Juanita Darden, plans to open a commercial kitchen at a new location and offer customers delicious southern cuisine through a carry-out restaurant. She would like to provide fresh and healthy food to the Westwood and Arlington neighborhoods, where dining options are limited.

The commercial kitchen will provide food to the downtown coffeehouse. Additionally, a partnership has been established with professional chef, Chef Mark Brown (formerly at Delish), to develop on-site culinary training and professional development for up-and-coming chefs.

The attached Agreement will provide $50,000.00 from the West Dayton Development Trust Fund – City Commission Discretionary Fund to assist with property acquisition, interior and exterior building/site improvements: fencing, signage, lighting, machinery, equipment, furniture, fixtures, electrical, plumbing, and HVAC upgrades.

The Third Perk Coffeehouse was also recommended for $82,400.00 in funding through the American Rescue Plan Act (ARPA) framework for complementary business development activities at this location.

If you have any questions, please contact me at extension 4209 or Cynthia Long at extension 3624.

TMK/cl

Attachments

C: Ms. Lofton; Mr. Parlette; Mr. Lipson; Ms. Morris; file
WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT
JM Enterprise LLC

THIS WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT ("Agreement") is made and entered into between JM Enterprise LLC (dba Third Perk Coffeehouse), a for-profit corporation organized and existing under the laws of the State of Ohio, currently located at 146 East Third Street, Dayton, Ohio 45402 ("Company"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

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, community development, and wellness activities that provide meaningful, long-term benefits and improvements to West Dayton residents; and,

WHEREAS, Company plans to expand their business to a new location and operate a commercial kitchen to support their existing business, Third Perk Coffeehouse, and provide fresh, healthy dining options residents with limited food options; 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; and,

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:

**West Dayton Development Trust Fund Grant.** The West Dayton Development Trust Fund Grant ("WDDTF Grant") is a grant provided hereunder by the City of Dayton to assist Company in leveraging private investment and partnership opportunities in the West Land Use District and enhancing the quality of life therein.

**Facility.** The real property located at 3907 W. Third Street, Dayton Ohio, 45417. The Facility is located within the Westwood neighborhood.

**Project.** Acquisition of the "Facility" for use as commercial kitchen and southern cuisine carry-out restaurant. The project will also include: interior and exterior building and site improvements; fencing, HVAC and other mechanical upgrades, machinery and equipment; furniture and fixtures; new signage, lighting, and other approved business expenditures.

**Project Costs.** The costs company incurs and pays in completing the Project, including those which may be prior to the term of this Agreement. Expenses for professional services and other "soft costs" are excluded from this definition.
**Eligible Project Costs.** Those Project Costs actually incurred and paid for by Company prior to and during the term of this Agreement.

**ARTICLE 2. PROJECT TIMELINE.**

Company shall commence the Project within one hundred twenty (120) days of Agreement execution and complete the Project on or before December 31, 2023, unless such time for commencement and/or completion is extended upon mutual written agreement between the parties to this Agreement.

**ARTICLE 3. FUNDING.**

City will provide Company a WDDTF Grant in an amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) ("Grant Amount") within four (4) weeks of the full execution of this Agreement.

Company hereby acknowledges and agrees to only use the WDDTF Grant for Eligible Project Costs, as defined in Article 1 - Eligible Project Costs. Company shall reach out to the City for clarification prior to spending any funds on the expense in question. Any expenses incurred by Company in an amount which exceeds Grant Amount will be the sole responsibility of Company and the Company will not seek reimbursement of such expenses from the City.

Company understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of WDDTF Grant funds. Company shall submit a monthly financial report utilizing a cover form substantially similar to that attached hereto and incorporated herein as Exhibit A. This monthly report shall describe the use of the funds, invoices, financial statements, receipts, and any other documents that the City deem relevant and related to the use of the WDDTF Grant.

**ARTICLE 4. SPECIFIC CONDITIONS.**

A. Company shall comply with all applicable federal, state, and local laws, including applicable 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 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 Project. The Company and their Affiliates have the obligation to require individual company compliance with PEP. The PEP participation goals are: Total PEP Participation - 20%; MBE - 15% and WBE - 5%.

C. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records.

D. Company agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.
ARTICLE 5. TERM AND TERMINATION.

A. 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 forty-five (45) 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.

ARTICLE 6. 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).

ARTICLE 7. 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 8. POLITICAL CONTRIBUTIONS.

Company affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
ARTICLE 9. 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.

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 10. 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 11. 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.

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 Project or any activities to be completed by Company.

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 City: Veronica Morris
Department of Planning, Neighborhoods, & Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401

For Company: Juanita M. Darden, Owner
JM Enterprise LLC
146 East Third Street
Dayton, OH 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.

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

[Remainder of this page intentionally left blank]
JM ENTERPRISE LLC (dba Third Perk Coffeehouse)

By: [Signature]

Print name: [Signature]

Its: Owner

CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM
AND CORRECTNESS:
E-SIGNED by Suzanne Beck for City Attorney
on 2022-03-21 14:50:34 GMT

CITY ATTORNEY

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

___________________________, 2022

Min. / Bk. _____  Pg. _____

___________________________

Clerk of the Commission
EXHIBIT A

Date: _______________ Vendor/Organization: ______________________________ CT: _______________

Amount Advanced: _______________ Amount of Submitted Documents: _______________

The above-named vendor/organization hereby submits the attached documentation to verify the use of Grant funding advanced for their project. We have reviewed our agreement with the City of Dayton and believe our report meets the eligibility requirements as detailed below.

_____ The expenses for which funds were sought, 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.

_____ 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 Planning, Neighborhoods & Development – Division of Development as required.

_____ 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:

________________________________________

________________________________________

________________________________________

[Over]
For more information, please feel free to contact me unless another person is identified below.

Submitted by:

Signature: ____________________________

Title: ________________________________

Phone: ______________________________

Email: _______________________________

Alternative contact for further information if applicable:

______________________________  ______________________________
Name                                      Title

______________________________  ______________________________
Email                                   Phone
Aerial and Street Map

JM Enterprise LLC (dba Third Perk Coffeehouse) – 3907 W. Third St.
City Manager's Report

From 6550 - RYS/Golf

Date May 4, 2022

Expense Type Payment of Voucher

Total Amount $56,945.75

Supplier, Vendor, Company, Individual

Comptech Computer Technologies Inc.

Address 7777 Washington Village Drive
Suite 270
Dayton, Ohio 45459

Fund Source(s)  Fund Code(s)  Fund Amount(s)
General Fund  10000-6550-1159-56  $51,317.99
Community Golf & Recreation Fund  13000-6550-1159-56  $5,627.76

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

Description

Payment of Voucher - Comptech Computer Technologies Inc.

The Department of Recreation (REC) requests approval to pay outstanding 2021 invoices with Comptech Computer Technologies Inc. in the amount of $56,945.75. These invoices are for temporary staffing services used to complete field and course maintenance rendered at our Kettering Field Complex and Community Golf Club.

This payment of voucher is due to an administrative oversight, as a result of several of our administrative and management staff contracting the COVID-19 virus during the same time period in 2021; which resulted in prematurely closing the established 2021 purchase order with Comptech Computer Technologies Inc.

The Department of Recreation has revised processes and trained additional staff to prevent this type of error from occurring in the future.

A Certificate of Funds in the amount of $56,945.75 is attached.

Signatures/Approval

Approved by City Commission

Division
Robin L. Williams  Digitally signed by Robin L. Williams
Date: 2022.04.21 15:57:22 -04'00'

Department

City Manager

FORM NO. MS-16

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<th>Requirement</th>
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<th>Amount</th>
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<td>$ 56,945.75</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
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</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

Vendor Name: Comptech Computer Technologies Inc.
Vendor Address: 7777 Washington Village Drive, Suite 270 Dayton, Ohio 45459
Federal ID: 200157409
Commodity Code: 96400
Purpose: 2021 Temporary Employment Services; Kettering Fields Complex and Community Golf Club maintenance workers.

Contact Person: Tay Rakestraw

Recreation/Sports Department/Division 4/8/2022

Originating Department Director's Signature: ROBIN LEIGH WILLIAMS 4/8/2022

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] 4/25/22

CF Prepared by: IMAR 01/29/22

CF/CT Number: CF22-0141

Finance Department
October 18, 2011
City Manager’s Report

From: 2340 - Planning, Neighborhoods & Dev / Planning
Supplier, Vendor, Company, Individual: Miami Valley Regional Planning Commission (MVRPC)
Address: 10 N. Ludlow Street, Suite 700 Dayton, OH 45402

Date: May 4, 2022
Expense Type: Other, (See Description Below)
Total Amount: $65,102.42

<table>
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<th>Fund Source(s)</th>
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<tr>
<td>General Fund</td>
<td>10000-2340-1231-53</td>
<td>$65,102.42</td>
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Includes Revenue to the City: Yes  No
Affirmative Action Program: Yes  No  N/A

Description

2022 Annual Membership Dues

The Department of Planning, Neighborhoods & Development is requesting approval to pay the invoice for the City of Dayton’s 2022 Miami Valley Regional Planning Commission (MVRPC) membership dues. Dues are based on U.S. Bureau of Census population figures and are computed at forty-six cents ($0.46) per capita, as specified in the Agency’s funding assessment provisions. For the City of Dayton, this is 141,527 (our 2010 Census population count) multiplied by $0.46 for a total of $65,102.42.

The MVRPC membership allows the City of Dayton to participate in and vote on important regional planning and transportation issues. Additionally, this membership provides the City of Dayton access to the Ohio Department of Transportation’s funding process.

The funding source is the General Fund for the Division of Planning.

A Certificate of Funds and invoice 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>
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<tr>
<th>New Contract</th>
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<td>Original CT/CF Increase Encumbrance</td>
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<td>Decrease Encumbrance</td>
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Amount: $ 65,102.42
Fund Code: 10000 - 2340 - 1231 - 53 - XXXX - XXXX

Amount: 
Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX

Attach additional pages for more FOAPALS

Vendor Name: Miami Valley Regional Planning Commission
Vendor Address: 10 N. Ludlow Street, Suite 700 Dayton Ohio 45402
Street City State Zipcode + 4
Federal ID: 54-2188250
Commodity Code: 91896
Purpose: 2022 Miami Valley Regional Planning Commission (MVRPC) Annual Membership dues.

Contact Person: Jill Bramini Planning, Neighborhoods & Development / Planning
Department/Division Date 4/22/2022

Originating Department Director's Signature:
E-SIGNED by Todd Kinsley on 2020-04-22 13:06:05 GMT

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 4/22/22
CF Prepared by Date 4/22/22 CF/CT Number 04/25/2022
April 22, 2022

TO: Shelley Dickstein, City Manager
    City Manager’s Office
FROM: Todd M. Kinskey, Director
       Department of Planning, Neighborhoods & Development

SUBJECT: 2022 MVRPC Annual Membership Fees

The Department of Planning, Neighborhoods & Development requests approval of the required 2022 annual membership fee to the Miami Valley Regional Planning Commission ("MVRPC") in the amount of $65,102.42.

This annual amount is based on the U.S. Bureau of Census population figures from the 2010 U.S. Census, as specified in MVRPC’s funding assessment provisions.

The payment of this annual membership provides the City of Dayton numerous benefits. It allows access to essential transportation funding through federal and state sources. Additionally, it provides access to a variety of regional planning initiatives, including technical assistance and analysis, regional advocacy, infrastructure and environmental planning services, and land use policy guidance.

If you have any questions, please contact me at extension 4209 or Tony Kroeger at extension 3673.

TMK/tdk

Attachments

C: Ms. Lofton; Mr. Parlette; Mr. Kroeger; Ms. Browning; file
To: City Of Dayton
101 W Third Street
Dayton, OH 45401-0022

INVOICE

<table>
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<td>Due May 30, 2022</td>
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<td>141,527</td>
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Quantity represents the population figures from 2010 U.S Census

Invoice Total 65,102.42

For internal use only

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<td>DAYT CI</td>
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<td>65,102.42</td>
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THANK YOU

Please make check payable to: Miami Valley Regional Planning Commission
10 N. Ludlow Street, Suite 700
Dayton, OH 45402-1855
A RESOLUTION

Authorizing the Acceptance of a Grant Award for a Fair Housing Assistance Program from the United States Department of Housing and Urban Development on Behalf of the Human Relations Council of the City of Dayton in an Amount Not to Exceed Sixty-Six Thousand Eight Hundred Dollars and Zero Cents ($66,800.00), and Declaring an Emergency.

WHEREAS, The United States Department of Housing and Urban Development ("HUD") is offering Fair Housing Assistance Program grants; and

WHEREAS, HUD determined that the Human Relations Council of the City of Dayton ("Human Relations Council") is a substantially equivalent jurisdiction for purposes of processing complaints of housing discrimination within the City of Dayton; and

WHEREAS, By previous agreements with HUD, the Human Relations Council received grant funding for processing housing discrimination complaints; and

WHEREAS, HUD has offered the Human Relations Council a Fair Housing Assistance Program grant award in the amount of Sixty-Six Thousand Eight Hundred Dollars and Zero Cents ($66,800.00) to continue processing complaints of housing discrimination; and

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

WHEREAS, In order that complaints of housing discrimination may be timely resolved and 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. That the Executive Director of the Human Relations Council is authorized and directed to execute a Grant Agreement and any other documents necessary to accept a Fair Housing Assistance Program grant award from HUD, in the maximum amount of SIXTY-SIX THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS ($66,800.00), in support of the continued efforts by the Human Relations Council to process housing discrimination complaints.
Section 2. That for the reasons stated in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

Adopted by the Commission ................................................................., 2022

Signed by the Mayor................................................................., 2022

MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of Commission

Approved as to form:

City Attorney
April 29, 2022

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

FROM: Joann Mawasha, Deputy Director,  
Human Relations Council

SUBJECT: FHAP Cooperative Agreement

Please find attached a resolution, approved as to form by the Law Department, authorizing the acceptance of $66,800.00 to our fair housing grant from the U.S. Department of Housing and Urban Development (HUD). Also, attached is a copy of the HUD approved voucher.

The Human Relations Council has substantial equivalency with HUD; as such, these funds are received based on complaints processed the previous year and required training. We request this item be placed on the City Manager’s calendar for May 4, 2022.

Typically, the HRC receives funds from HUD for cases closed on a yearly basis. As such, the allocations are disbursed late in the year, and we utilize the funding for expenses associated with programming, public hearings, office supplies, etc., which allows us to continue our operations. Emergency legislation to accept these funds would ensure that there is no disruption in the provision of services to the community such as filing complaints of alleged discrimination as well as other aspects of HRC programming.

If you have any questions, please call me at x1402. Thank you.
AN ORDINANCE

Amending Section 34.50 of the Revised Code of General Ordinances to Stay Community Appeals Board Hearings During Ongoing Litigation, and Declaring an Emergency.

WHEREAS, On June 18, 2020, Dayton City Commission announced a police reform working structure to drive positive changes for the police department in Dayton; and

WHEREAS, Five reform groups were formed, comprised of community members and Dayton police representatives along with city staff to develop these changes; and

WHEREAS, On December 22, 2021, the Commission passed City of Dayton Ordinance 31954-21 amending Sections 34.40-34.53 of the Revised Code of General Ordinances that created the Community Appeals Board; and

WHEREAS, The efficacy of the Community Appeals Board requires a stay of Community Appeals Board hearings while court or administrative proceedings are pending; and

WHEREAS, For the immediate preservation of the public peace, property, health, and safety, it is necessary that this Ordinance take effect immediately; now, therefore,

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

Section 1. That Section 34.50 of the R.C.G.O. be, and hereby is, amended to read as follows:

Sec. 34.50. - Review appeal process.

(A) Appeals shall be made in writing on forms provided by the Community Appeals Board. The forms will be available at, but not limited to, the Human Relations Council, the Professional Standards Bureau, the Safety Building, the City of Dayton website, and the City Manager's office. The Human Relations Council shall provide appeal forms and intake training to community organizations. An appeal form will also be mailed with the letter which informs the complainants of the findings of the investigation of the original complaint. The Complainant shall submit the form within 30 days of the date on the Dayton Police Department’s letter of findings, although reasonable exceptions may be granted by the Board.

(B) The appeals forms will be reviewed for sufficiency and completeness. Complainants filing insufficient appeals will be notified by the Board’s chair within ten days after
the next regular meeting of the Board. The complainant shall be permitted to amend the appeal form within ten days after being notified that the appeal is insufficient.

(C) Hearings shall be scheduled during the Board's regular monthly meetings, or at another time agreed upon by the Board or as directed by the Commission. The complainant will be notified within 10 days of the Board's meeting time when the appeal is scheduled and may elect to furnish testimony to the Board. Prior to furnishing testimony to the Board, the complainant will be offered the opportunity to work with a staff person at the Dayton Mediation Center to prepare for the hearing. The staff person shall not represent the complainant before the Board or advocate for the complainant. Testimony shall be given under oath. Board hearings shall be tape-recorded or video-recorded and tapes shall be maintained at the Human Relations Council.

(D) The employees of the Department of Police against whom the complaint is made will be invited to give voluntary testimony to the Board during the appeal hearing. If the Dayton Police Department employee decides to not provide voluntary testimony, which is within his or her rights and permitted by law, that employee's report of the alleged incident may be read into the record upon the Board's request. A representative from the Professional Standards Bureau shall be made available upon request for questions related to investigations and policies. The Board is hereby empowered to, and may at its sole discretion, issue subpoenas for non-Dayton Police Department witnesses to the incident.

(E) After an appeal is filed, the Dayton Police Department and Professional Standards Bureau shall turn over a copy of the investigative file to the Board, the Human Relations Council, and the Legal Advisor. Such documents to be shared include, but are not limited to: the complaint, reports from the investigation, interview notes and recordings, pictures, videos, cruiser footage, body-worn cameras, the policies applicable to the situation, the letter of findings, and any other evidence used to make a determination. The complainant may request a copy of the investigative file by notifying the Human Relations Council of such request.

(F) In making its determinations, the Board may or may not concur with the findings of the Dayton Police Department. If the Board does not concur, it may do so with a finding that the complaint should have been sustained, not sustained, exonerated, or unfounded.

(G) A complaint is sustained when the investigation discloses evidence indicating the accused employee has committed all or part of the alleged act(s), and that the alleged acts were not justified, lawful, or proper. A complaint is not sustained when the investigation discloses insufficient evidence to clearly prove or disprove the allegations made. A complaint is exonerated when the investigation indicates that the act described in the complaint did occur, however, the investigation revealed the act was lawful and in accordance with established department policy and procedure. A complaint is unfounded when the investigation establishes that the alleged act did not occur; or the accused officer did not commit the act; or there is no credible evidence to support the complaint.

(H) No action of the Board may affect discipline given as a result of the Dayton Police Department findings in the original complaint. However, while reviewing any appeal before the formal hearing, the Board may make recommendations and request
additional information or investigation by the Dayton Police Department and Independent Accountability Auditor.

(1) When a Community Appeals Board complaint relates to a criminal, civil, or administrative proceeding where the City of Dayton or its officers, employees, or agents are a party, the Community Appeals Board shall immediately stay this appeal process while any suit or proceeding is pending. The prosecution of a criminal case by the City of Dayton does not invoke a stay of this appeal process.

Section 2. The existing Section 34.50 of the Revised Code of General Ordinances of the City of Dayton is hereby repealed.

Section 3. For reasons outlined in the preamble hereof, the Commission declares this Ordinance to be an emergency measure which shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.............................., 2022

SIGNED BY THE MAYOR................................., 2022

Mayor of the City of Dayton, Ohio

Attest:

______________________________
Clerk of the Commission

Approved as to form:

______________________________
City Attorney
An Informal Resolution

Condemning The Invasion of the War in Ukraine and Supporting Ongoing Refugee and Peace Efforts for the Ukrainian People.

WHEREAS, On February 24, 2022, Russian military forces led by Russian President Vladimir Putin conducted an unprovoked invasion of Ukraine, resulting as of April 20th in 5,121 civilian casualties, including 453 children; and

WHEREAS, The people of Ukraine have been caught in the middle of this invasion, with more than 5 million refugees having fled the country and a further 7.1 million people displaced internally as of April 19th, creating the fastest growing refugee crisis since World War II and with more than a quarter of the population of Ukraine displaced in total; and

WHEREAS, 13 million people are estimated to be stranded in affected areas or unable to leave due to security risks and destruction of infrastructure, many of whom currently lack basic needs including food, water, and medicines, and more than 50% of displaced households include children; and

WHEREAS, The invasion of Ukraine and attacks against its people have been broadly condemned by the United Nations, the President of the United States, Joseph R. Biden Jr., and numerous intergovernmental organizations and countries around the world; and

WHEREAS, The City of Dayton condemns the unprovoked invasion of Ukraine and urges the United States government and our allies to use every diplomatic tool to bring an end to this conflict and bring peace to the people of Ukraine; and

WHEREAS, The City of Dayton stands with the Ukrainian people in the Dayton region, their friends and loved ones, and the Ukrainian people currently in or displaced from Ukraine, and we encourage our community to stand in solidarity with us.

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

Section 1. That this Commission condemns the invasion of Ukraine by the Russian government, and urges the United States government to utilize every diplomatic tool to bring an end to the conflict and peace to the people of Ukraine.
Section 2. That this Commission pledges to support ongoing refugee resettlement efforts for the Ukrainian people through Welcome Dayton and our community partners, and to promote ongoing peace efforts with our federal delegation and throughout the world.

ADOPTED BY THE COMMISSION........................., 2022

SIGNED BY THE MAYOR................................, 2022

ATTEST:

Mayor of the City of Dayton, Ohio

Clerk of Commission

APPROVED AS TO FORM:

City Attorney