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: 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:

   FIRE
   A1: Horton Emergency Vehicles Company (emergency vehicle parts, materials and supplies as needed through 12/31/22) $20,000.00
1. (Cont’d):

**INFORMATION TECHNOLOGY**

| B1. CDW Government, Inc. (Knowbe4 cybersecurity training licenses) | $22,374.00 |
| B2. Ohio State University (internet services as needed through 12/31/25) | 100,800.00 |
| B3. STEPCG, LLC (extreme network gear maintenance as needed through 12/31/25) | 356,900.59 |

**POLICE**

| C1. Dell Marketing LP (thirty-one (31) Dell brand Latitude laptops) | 25,057.92 |

**PUBLIC WORKS**

| D1. DROPBIKE Corp dba Drop Mobility (electric bicycles and batteries) | 285,950.00 |
| D2. Parker Technology, LLC (parking two-way audio/visual communications services as needed through 12/31/25) | 90,519.00 |
| D3. BRAKEFIRE, INC. dba Silco Fire Protection Company (security access controls) | 46,675.00 |
| D4. Deere & Company (one commercial riding mower) | 58,646.05 |
| **Total:** | **$1,006,922.56** |

2. **Accela Inc. – Contract Modification** – second renewal and amendment to maintenance and support agreement – Department of Information Technology.  
   **$54,713.49**  
   *(Thru 06/25/23)*

3. **Dayton/Miami Valley Entrepreneurs’ Center, Inc.** – to provide entrepreneurial support to all small businesses, from local retail and service companies to global technology startups - Department of Planning, Neighborhoods and Development/Development.  
   **$150,000.00**  
   *(Thru 05/31/23)*

B. Construction Contract:

4. **Axtell’s Pavement Solutions, LLC – Award of Contract** – for removal and repainting of airfield marking at Dayton Wright Brothers Airport (7% MBE Participation Goal/21.3% MBE Participation Achieved – Department of Aviation/AP Admin & Finance.  
   **$446,870.00**  
   *(Thru 12/31/23)*
E. Other – Contributions, Etc.:

5. **Joint Office of Citizen Complaints, Inc. – Other** – contribution agreement – Department of Planning, Neighborhoods and Development/Director’s Office. $25,000.00 (Thru 12/31/22)

IV. LEGISLATION:

Emergency Ordinance – Second Reading

6. **No. 31979-22** Authorizing the Sale of Certain Real Estate located in the City of Dayton for Development Purposes, and Declaring an Emergency.

Emergency Resolution – First Reading

7. **No. 6650-22** Withdrawing the Objection to the Issuance of Liquor Permit No. 8861055, 1314 Wyoming Food Mart LLC, 4023 Free Pike, Dayton OH 45416, and Declaring an Emergency.

Resolution – First Reading

8. **No. 6651-22** Approving Participation in the Region 8 Governance Structure Under the OneOhio Memorandum of Understanding.

Resolutions – Second Reading

9. **No. 6647-22** Authorizing the City Manager to Accept Federal Fiscal Years 2022 and 2023 Federal Aviation Administration Airport Terminal Program (ATP) Grants from the United States Department of Transportation for Airport Infrastructure and Terminal Improvements at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Forty-Five Million Dollars and Zero Cents ($45,000,000.00).

10. **No. 6648-22** Honorarily Naming the 3500 block of Roejack Drive as “Nevora Parker Way”.

11. **No. 6649-22** Honorarily Naming Xenia Avenue Between Fillmore Street and Dover Street as “Kim Steinbrugge Way”. 

3
VI. MISCELLANEOUS:

ORDINANCE NO. 31980-22

RESOLUTION NO. 6652-22

IMPROVEMENT RESOLUTION NO. 3599-22

INFORMAL RESOLUTION NO. 996-22
City Manager's Report

From: 2730 – PMB/Procurement

Date: June 8, 2022

Expense Type: Purchase Order

Total Amount: $1,006,922.56

Supplier, Vendor, Company, Individual: See Below

Name: See Below

Address: See Below

2022 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See below</td>
<td>See below</td>
<td>See below</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: Yes, No

Affirmative Action Program: Yes, No, N/A

Description:

FIRE

(A1) P0220403 – HORTON EMERGENCY VEHICLES COMPANY, GROVE CITY, OH
- Emergency vehicle parts, materials and supplies as needed through 12/31/2022.
- These goods are required to repair the City's Department of Fire emergency fleet.
- Horton Emergency Vehicles Company is the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $27,000.00 by $20,000.00 for a total not to exceed $47,000.00 and therefore requires City Commission approval.
- The Department of Fire 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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<tr>
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<td>Fire Fleet Management</td>
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<td>$20,000.00</td>
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</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
INFORMATION TECHNOLOGY

(B1) P0220955 – CDW GOVERNMENT, INC., VERNON HILLS, IL
- Knowbe4 Cybersecurity Training licenses.
- These services are required for all computer users throughout the City.
- Rates are in accordance with the State of Ohio Term Schedule # 534605 and Index #STS033 with pricing through 10/30/2023.
- The Departments of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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<td>2022</td>
<td>General Fund</td>
<td>10000-5560-1156-65</td>
<td>$22,374.00</td>
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</tbody>
</table>

(B2) P0220954 – OHIO STATE UNIVERSITY, OARNET/OSU, COLUMBUS, OH
- Internet services as needed through 12/31/2022.
- These services are required to provide internet access to the entire organization.
- Ohio State University is recommended as the State of Ohio agency for this network access; therefore, this purchase was negotiated.
- The Department of Information Technology requests additional authority of $75,600.00 through 12/31/2025.
- The Department of Information Technology recommends approval of this order.

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<td>$25,200.00</td>
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</tbody>
</table>

(B3) P0220957 – STEPCG, LLC., COVINGTON, KY
- Extreme network gear maintenance, as needed through 12/31/2022.
- These services are required to maintain enterprise network equipment and systems.
- Step CG LLC is recommended based upon proven past performance and to ensure continuity of service; therefore, this purchase was negotiated.
- The Departments of Information Technology and Water requests additional authority of $270,000.00 through 12/31/2025.
- The Departments of Information Technology and Water recommends approval of this order.

<table>
<thead>
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<th>Fiscal Year</th>
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<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2023</td>
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<td>2024</td>
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<td>Water Operating</td>
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<tr>
<td>2025</td>
<td>Water Operating</td>
<td>53000-3421-1164-54</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
POLICE

(C1) **P0220948 – DELL MARKETING LP, ROUND ROCK, TX**

- Thirty-one (31) Dell brand Latitude laptops.
- These goods are required for City staff to communicate and collaborate remotely.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- 100% funding by Office of Criminal Justice Services (OCJS) grant number 202-CE-LEF-2229.
- The Department of Police recommends approval of this order.

<table>
<thead>
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<th>Fund Source(s)</th>
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<td>2020 OCJS Coronavirus Grant</td>
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PUBLIC WORKS – CIVIL ENGINEERING

(D1) **P0220958 – DROPBIKE CORP dba DROP MOBILITY, SAN FRANISCO, CA**

- Electric Bicycles and batteries.
- These bicycles are required for the bike share system throughout the City.
- Six (6) possible vendors were solicited and two (2) bids were received.
- Seventy five percent (75%) funding by the State of Ohio Department of Transportation (ODOT) Grant, and twenty five percent (25%) from Bike Miami Valley
- The Department of Public Works recommends acceptance of the lowest and best bid.

<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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<td>$285,950.00</td>
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</table>

PUBLIC WORKS – PROPERTY MANAGEMENT

(D2) **P0220956 – PARKER TECHNOLOGY, LLC., INDIANAPOLIS, IN**

- Parking two way audio/visual communication services as needed through 12/31/2022.
- These services are required to monitor parking issues for garages at Municipal, Oregon, East Second and Jefferson Street.
- Parker Technology, LLC., is recommended as the single source for these proprietary services; therefore, this purchase was negotiated.
- 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.

<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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<td>2024</td>
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<td>2025</td>
<td>General Fund</td>
<td>10000-6480-1158-54</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – PROPERTY MANAGEMENT CONT’D

(D3) P0220959 – BRAKEFIRE, INC. dba SILCO FIRE PROTECTION COMPANY, BEAVERCREEK, OH

- Security access controls.
- These goods and services are required to install door access controls to City Hall, One stop and Police.
- Brakefire, Inc. dba Silco Fire Protection Company, is recommended based upon proven past performance and to ensure continuity of service; therefore, this purchase was negotiated.
- The Department of Public Works and Police 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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</thead>
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<td>2022</td>
<td>General Fund</td>
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<td>$18,885.00</td>
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</tbody>
</table>

PUBLIC WORKS – STREET MAINTENANCE

(D4) P0220950 – DEERE & COMPANY, CARY, NC

- One(1) commercial riding mower.
- This equipment is required to maintain City parks and will replace Unit #2405 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio State Term Contract #800750 and Index #STS515.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
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<th>Fund Amount(s)</th>
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<tbody>
<tr>
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<td>2022 John Deere Wide Area Mower</td>
<td>49220-6490-1412-56</td>
<td>$58,646.05</td>
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The aforementioned departments recommend approval of these orders.
City Manager’s Report

From 5560 - Information Technology
Supplier, Vendor, Company, Individual
Name Accela Inc.
Address 2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Date June 8, 2022
Expense Type Contract Modification
Total Amount $54,713.49 (Thru 06/25/2023)

<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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<tbody>
<tr>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$54,713.49</td>
</tr>
</tbody>
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Includes Revenue to the City ☑ Yes ☐ No
Affirmative Action Program ☑ Yes ☐ No ☐ N/A

Description
SECOND RENEWAL AND AMENDMENT TO THE ACCELA INC. MAINTENANCE AND SUPPORT AGREEMENT

The Department of Information Technology requests permission for a Second Renewal and Amendment with Accela Inc. to amend the term of the Maintenance and Support Agreement to be from June 26, 2022 to June 25, 2023, in the amount of $54,713.49. Accela provides licensing, maintenance and support services for the Accela Land Management System that supports the Departments of Planning and Community Development and Economic Development.

The original Agreement with Accela, Inc. was approved on July 23, 2020, in the amount of $47,788.88 and the First Amendment was approved on May 21, 2021, in the amount of $54,134.11. The Second Renewal and Amendment will increase the total Agreement amount to $153,636.48.

Accela Inc. is the sole source provider of support and services for these products to the local government market.

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

The Certificate of Funds in the amount of $54,713.49 and a copy of the Second Renewal and Amendment are attached.

E-SIGNED by Desa Foster on 2022-05-26 15:45:52 GMT

Division E-SIGNED by Jon Rike on 2022-05-26 15:50:51 GMT

Approved by City Commission

Clerk
Date

Updated 8/2016
### SECTION I - to be completed by User Department

<table>
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<tr>
<th>Item</th>
<th>Value</th>
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<tbody>
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<td>Contract Start Date</td>
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<td>Expiration Date</td>
<td>06/25/23</td>
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<tr>
<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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<tr>
<td>Increase Encumbrance</td>
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<tr>
<td>Decrease Encumbrance</td>
<td>-</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ (0.00)</td>
</tr>
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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

### 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 encumbrances.

Finance Director Signature: [Signature]
Date: 5/24/22

CF Prepared by: [Signature]
Date: 5/24/22

E-SIGNED by Jon Rike on 2022-05-25 13:55:34 GMT

---

**Vendor Name:** Accela Inc.

**Vendor Address:**
2633 Camino Ramon, Suite 500
San Ramon, CA 94583

**Federal ID:** 942767678

**Commodity Code:** 94620

**Purpose:** Second Amendment with Accela Inc. will provide maintenance and support services for Accela’s Land Management system utilized by Planning and Community Development and Economic Development from June 26, 2022 through June 25, 2023.

**Contact Person:** Desa Foster

**Information Technology Department/Division:**
5/25/2022

**Originating Department Director's Signature:**

**Date:**

---

Finance Department

October 18, 2011
May 4, 2022

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

FROM: Dave Johnson, IT Systems Supervisor  
Department of Information Technology

SUBJECT: Second Amendment to the Maintenance and Support Agreement for Accela LLC

Attached please find the second amendment to the maintenance and support agreement between the City of Dayton and Accela, LLC for licensing, maintenance and support services of the Accela Land Management System that supports the Departments of Planning and Community Development and Economic Development.

The current agreement term will expire June 25, 2022, and will be amended to be June 26, 2022 through June 25, 2023, in the amount of $54,713.49.

If you have any questions, please feel free to call me at extension 6323.

APPROVED:

E-SIGNED by Jon Rike  
May 25, 2022

Jon Rike, CIO/Director  
Department of Information Technology

Attachments
SECOND RENEWAL AND AMENDMENT TO MAINTENANCE AND SUPPORT AGREEMENT FOR LAND MANAGEMENT AND RELATED SOFTWARE BETWEEN THE CITY OF DAYTON, OHIO AND ACCELA INC.

THIS SECOND RENEWAL AND AMENDMENT TO THE MAINTENANCE AND SUPPORT AGREEMENT FOR THE LAND MANAGEMENT AND RELATED SOFTWARE ("Agreement"), is entered into this __ day of __________, 2022 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Accela, Inc. (hereinafter referred to as "Accela").

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into an Agreement on July 23, 2020 for maintenance and support services; and,

WHEREAS, the City and Licensor entered into a First Amendment to the Agreement on May 21, 2021 to extend the term of the Agreement through June 25, 2022; and,

WHEREAS, the City and the Licensor desire to extend the term for an additional twelve-month period;

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

1. City and Licensor hereby agree to extend the term of the Agreement for the additional twelve-month period of June 26, 2022 through June 25, 2023, pursuant to the attached Renewal Order Form, which is incorporated herein by reference.

2. Total remuneration for this Second Renewal and Amendment shall not exceed FIFTY-FOUR THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND FORTY-NINE CENTS ($54,713.49).

3. Except as modified by this Second Renewal and Amendment, the Agreement, as previously modified between Accela and City, shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Accela, each by a duly authorized representative, have executed this Second Renewal and Amendment as of the day and date first set forth above.

THE CITY OF DAYTON, OHIO

______________________________
City Manager

ACCELA, INC.

______________________________
By:  Aaron Haggarty
    1/2/2022

Print:  Aaron Haggarty

Its:  Chief Legal Officer

APPROVED AS TO FORM
AND CORRECTNESS:

4/27/2022

X  John Musto for
City Attorney

Signed by: Musto, John

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

______________________________, 2022

Min. Bk. _____  Pg. _____

______________________________
Clerk of the Commission
Renewal Order Form

Address Information

**Bill To:**
City of Dayton, OH
101 W. Third Street
Dayton, Ohio 45402 United States

Billing Name: De Vora Jones
Billing Phone: 9373336320
Billing Email: devora.jones@daytonohio.gov

**Ship To:**
City of Dayton, OH
101 W. Third St.
Dayton, Ohio 45402 United States

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<tr>
<th>Services</th>
<th>Year</th>
<th>Start Date</th>
<th>End Date</th>
<th>Term (Months)</th>
<th>Price</th>
<th>Qty</th>
<th>Net Total</th>
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<td>6/25/2023</td>
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**TOTAL:** $54,713.49

Pricing Summary

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<tr>
<td>Year 1</td>
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<tr>
<td>Total</td>
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Page 1 of 3
**Terms / Information**

### General Information

**Governing Agreement(s)**

This Order Form will be governed by the terms and conditions contained in the Maintenance and Support Agreement dated July 23, 2020, the First Amendment to that Agreement dated May 21, 2021 and the Second Renewal and Amendment to that Agreement. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at [https://www.acela.com/terms/](https://www.acela.com/terms/) will govern as applicable, based on the Customer’s purchase.

### Order Terms

**Order Start Date**

Unless otherwise specified in the Special Order Terms:

- Hosting and Support start on Accela’s delivery of the software hosted and/or supported.

**Order Duration**

Unless otherwise specified in the Special Order Terms:

- Hosting and Support continue until the End Date listed in the Renewal Order Form listed above.
- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.

**Special Order Terms**

This Order Form replaces all previous order forms for the terms listed above and will govern the Maintenance and Services listed on the Renewal Order Form.

- In the event of an inconsistency between the Order Form, any governing agreement purchase order, or invoice, the Maintenance and Support Agreement, as amended by the parties, shall govern as it pertains to this transaction.

### Payment Terms

**Currency**

USD

**Invoice Date**

Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total $ above will be issued on the Order Start Date.

**Payment Due Date**

Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable **net 30 days**.

**Special Payment Terms**

None unless otherwise specified in this section.

**Purchase Order**

If Customer requires PO number on invoices, it **must** be provided to the right and Customer **must** provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
<table>
<thead>
<tr>
<th>Accela</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong> <a href="Signature">DocuSign by:</a> Aaron Haggarty (Print Name)</td>
<td>By (Signature) (Print Name)</td>
</tr>
<tr>
<td>Its: Chief Legal Officer (Title)</td>
<td>Its: (Title)</td>
</tr>
<tr>
<td>Dated: 5/2/2022 (Month, Day, Year)</td>
<td>Dated: (Month, Day, Year)</td>
</tr>
</tbody>
</table>
MAY 20, 2021

TO: City Commission Office  
    City Manager’s Office  
    Finance Department

FROM: Jon Rike, CIO/Director  
       Department of Information Technology

SUBJECT: Request for Signature

Please sign the attached first amendment service agreement with Accela, Inc. for the licensing, maintenance and support services for the Accela Land Management System. Authorization for execution of this agreement was granted by the City Commission on May 19, 2021 by City Manager’s Report, Calendar Item Number 2.

This agreement has been reviewed by this office and is ready for your execution.

After all the signatures are on the agreement, please return the original signed agreements to Desa Foster, I.T. Manager, in the Department of Information Technology.

JR/cdg

Attachments

____________________________________________________ signed copies released to the Finance Department.
City Manager's Report

From 5560 - Information Technology
Supplier, Vendor, Company, Individual
Name Accela Inc.
Address 2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Date May 19, 2021
Expense Type Contract Modification
Total Amount $51,134.11 (Thru 06/25/2022)

<table>
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<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$51,134.11</td>
</tr>
</tbody>
</table>

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

Description

FIRST AMENDMENT TO THE ACCELA INC. MAINTENANCE AND SUPPORT AGREEMENT

The Department of Information Technology requests permission for a First Amendment with Accela Inc. to amend the term of the Maintenance and Support Agreement to be from June 26, 2021 to June 25, 2022 in the amount of $51,134.11. Accela provides licensing, maintenance and support services for the Accela Land Management System that supports the Departments of Planning and Community Development and Economic Development.

The original Agreement with Accela, Inc. was approved on July 1, 2020 in the amount of $47,788.88. The First Amendment will increase the total Agreement amount to $98,922.99.

Accela Inc. is the sole source provider of support and services for these products to the local government market.

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

The Certificate of Funds and a copy of the Agreement is attached.

E-SIGNED by Desa Foster on 2021-04-30 15:39:32 GMT
Signatures/Approval

Approved by City Commission

Updated 8/2016
**CERTIFICATE OF FUNDS**

**SECTION I - to be completed by User Department**

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tbody>
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<td>Contract Start Date</td>
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<td>Original Commission Approval</td>
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<td>Initial Certificate of Funds</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$ 47,788.88</td>
<td>Initial Agreement/Contract</td>
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<tr>
<td>Remaining Commission Approval</td>
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<td>Copy of City Manager's Report</td>
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<td>Original CT/CF</td>
<td>CT20-2602</td>
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<td>Increase Encumbrance</td>
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<td>Remaining Commission Approval</td>
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</tr>
</tbody>
</table>

**Amount:** $ 51,134.11

**Fund Code:**
- 10000 - 5560 - 1166 - 65 - XXXX - XXXX
- Fund Org Acct Prog Act Loc

**Amount:**
- XXXX - XXXX - XXXX - XXXX - XXXX - XXXX
- Fund Org Acct Prog Act Loc

**Attach additional pages for more FOAPALS**

**Vendor Name:** Accele Inc.

**Vendor Address:** 2633 Camino Ramon, Suite 500, San Ramon, CA 94583

**Street**

**City**

**State**

**Zipcode + 4**

**Federal ID:** 942767678

**Commodity Code:** 94620

**Purpose:** First Amendment with Accele Inc. will provide maintenance and support services for Accele's Land Management system utilized by Planning and Community Development and Economic Development from June 26, 2021 through June 25, 2022.

**Contact Person:** Desa Foster

**Information Technology**

**Department/Division**

**Date:** 4/22/2021

**Originating Department Director's Signature:** B-SIGNED by Jon Rike on 2021-05-04 18:00:14 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:** 5/18/2021

**CF Prepared by:**

**Date:** 5/7/2021

**CF/CT Number:** CT20-2602

Finance Department October 18, 2011
FIRST AMENDMENT TO MAINTENANCE AND SUPPORT AGREEMENT FOR
LAND MANAGEMENT AND RELATED SOFTWARE
BETWEEN THE CITY OF DAYTON, OHIO AND ACCELA INC.

THIS FIRST AMENDMENT TO THE MAINTENANCE AND SUPPORT AGREEMENT FOR THE LAND MANAGEMENT AND RELATED SOFTWARE ("Agreement"), is entered into this 21st day of May, 2021 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Accela Inc. (hereinafter referred to as "Accela").

WITNESSETH THAT:

WHEREAS, the City and Licensor entered into an Agreement on July 23, 2020 for maintenance and services; and,

WHEREAS, the City and the Licensor agree to amend the Agreement to extend the term;

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

1. Section 2. COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT A. MAINTENANCE AND SUPPORT FEES article is hereby deleted in its entirely and replaced with the following:

MAINTENANCE AND SUPPORT FEES

Total remuneration in this Agreement shall not exceed FIFTY-ONE THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS AND ELEVEN CENTS ($51,134.11) for the corresponding maintenance and support renewal services for a 12-month term. The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidences of such status shall be presented to Licensor upon execution of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
2. Exhibit A - Accela Order Form Q-19315 is hereby deleted in its entirety and replaced with the following:

---

Renewal Order Form

Address Information

**Bill To:**
City of Dayton, OH
101 W. Third Street
Dayton, Ohio 45402
United States

**Ship To:**
City of Dayton, OH
101 W. Third St.
Dayton, Ohio 45402
United States

Billing Name:
Billing Phone:
Billing Email:

<table>
<thead>
<tr>
<th>Services</th>
<th>Year</th>
<th>Start Date</th>
<th>End Date</th>
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<td>1</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL:** $51,134.11
# General Information

Governing Agreement(s): This Order Form will be governed by the terms and conditions contained in the Maintenance and Support Agreement dated July 23, 2020, and the First Amendment to that Agreement. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at [https://www.accela.com/terms/](https://www.accela.com/terms/) will govern as applicable, based on the Customer’s purchase.

# Order Terms

Order Start Date: Unless otherwise specified in the Special Order Terms:
- Hosting and Support start on Accela’s delivery of the software hosted and/or supported.

Order Duration: Unless otherwise specified in the Special Order Terms:
- Hosting and Support continue until the End Date listed in the Renewal Order Form listed above.
- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.

Special Order Terms: This Order Form replaces all previous order forms for the terms listed above and will govern the Maintenance and Services listed on the Renewal Order Form.
- In the event of an inconsistency between the Order Form, any governing agreement, purchase order, or invoice, the Maintenance and Support Agreement shall govern as it pertains to this transaction.

# Payment Terms

Currency: USD

Invoice Date: Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total $ above will be issued on the Order Start Date.

Payment Due Date: Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days.

Special Payment Terms: None unless otherwise specified in this section.

Purchase Order: If Customer requires PO number on invoices, it **must** be provided to the right and Customer **must** provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
3. Except as so amended, all other provisions of the Agreement shall remain unchanged.
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Amendment as of the day and date first set forth above.

THE CITY OF DAYTON, OHIO  

City Manager

ACCELA, INC.

By: [Signature]  

Assignment by: [Signature]  

Print: Aaron Haggarty

Its: Chief Legal Officer

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

May 19, 2021

Min. Bk. [Pg.]

Clerk of the Commission
JULY 13, 2020

TO:    City Commission Office
       City Manager’s Office
       Finance Department

FROM:  Kenneth R. Couch, Interim Director
       Department of Information Technology

SUBJECT: Request for Signature

Please sign the attached service agreement with Accela, Inc. for the licensing, maintenance and support services for the Accela Land Management System. Authorization for execution of this agreement was granted by the City Commission on July 1, 2020 by City Manager’s Report, Calendar Item Number 2.

This agreement has been reviewed by this office and is ready for your execution.

After all the signatures are on the agreement, please return the original signed agreements to Desa Foster, I.T. Manager, in the Department of Information Technology.

KRC/cdg

Attachments

___________________________
signed copies released to the Finance Department.
City Manager's Report

From 5560 - Information Technology

Supplier, Vendor, Company, Individual

Name Accela Inc.

Address 2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Date July 1, 2020
Expense Type Service Agreement
Total Amount $47,788.88 (Thru 08/25/2021)

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-5560-1166-65 $47,788.88

Includes Revenue to the City  
Affirmative Action Program

Description

ACCELA INC. MAINTENANCE AND SUPPORT AGREEMENT

The Department of Information Technology requests permission to enter into a Service Agreement with Accela Inc. in the amount of $47,788.88. Accela provides licensing, maintenance and support services for the Accela Land Management System that supports the Departments of Planning and Community Development and Economic Development. The total amount of this agreement is $47,788.88.

Accela Inc. is the sole source provider of support and services for these products to the local government market.

This Agreement shall commence upon execution and it shall terminate on June 25, 2021.

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

The Certificate of Funds and a copy of the Agreement is attached.

Signatures/Approval

Approved by City Commission

Rachelle Lavender
Clerk
July 1, 2020

Date
Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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</thead>
<tbody>
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<thead>
<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
<th>Original Commission Approval</th>
<th>Initial Encumbrance</th>
<th>Remaining Commission Approval</th>
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<td>06/25/21</td>
<td>$ 47,788.88</td>
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<thead>
<tr>
<th>Original CT/CF</th>
<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
<th>Remaining Commission Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

NO DRAFT DOCUMENTS PERMITTED

<table>
<thead>
<tr>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Initial City Manager's Report</td>
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<tr>
<td>X Initial Certificate of Funds</td>
</tr>
<tr>
<td>X Initial Agreement/Contract</td>
</tr>
<tr>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
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</table>

Amount: $ 47,788.88

<table>
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<tr>
<th>Fund Code</th>
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<td>Fund 10000</td>
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<td></td>
</tr>
<tr>
<td>Loc XXXX</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Accela Inc.
Vendor Address: 2633 Camino Ramon, Suite 500 San Ramon, CA 94583
Federal ID: 942767678
Commodity Code: 94620
Purpose: Accela Inc. will provide maintenance and support services for the Accela's Land Management system utilized by Planning and Community Development and Economic Development upon execution of the agreement through June 25, 2021.

Contact Person: Desa Foster

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]

CF Prepared by [Signature]

October 18, 2011
MAINTENANCE AND SUPPORT AGREEMENT
for
LAND MANAGEMENT AND RELATED SOFTWARE

THIS MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made and entered into on this 23rd day of June, 2020, between the City of Dayton, Ohio ("City" or "Customer"), a municipal corporation in and of the State of Ohio, and Accela Inc. ("Accela" or "Licenser"), with its principal office at 2633 Camino Ramon, Suite 500, San Ramon, CA 94583.

WITNESSETH THAT:

WHEREAS, The Licenser has since 2014 licensed its Land Management software ("Software") to the City and provides maintenance and support services related to that software on a recurring basis; and,

WHEREAS, the City wishes to have Licenser continue to provide maintenance and support services;

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

SECTION 1. MAINTENANCE AND SUPPORT

The Licenser shall purchase the Software maintenance and support services for the listed products set forth in Exhibit “A”, titled "Accela Order Form Q-19315", which is attached hereto and incorporated herein by reference ("Maintenance and Support").

The specific support policy applicable to the services provided are described within Exhibit “B”, titled “Accela Software Support Policy (On-Premise)” which is attached hereto and incorporated herein.

To the extent of any inconsistency between the Exhibits and this Agreement, this Agreement shall prevail.

SECTION 2. COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT

A. MAINTENANCE AND SUPPORT FEES

Total remuneration in this Agreement shall not exceed FORTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS ($47,788.88) for the corresponding Maintenance and Support for a 12-month term. The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidences of such status shall be presented to Licenser upon execution of this Agreement.

B. BILLING FREQUENCY

Licensor shall submit an invoice as outlined in Exhibit “A”, upon execution of this Agreement.
Unless disputed, the City shall tender payment within thirty (30) days of receipt of the Licensor's invoice. In the event the City disputes an invoiced amount in good faith, the City shall notify Licensor of such dispute, providing sufficient detail of the basis of the dispute within thirty (30) days of receipt of the Licensor's invoice and the parties shall work together promptly and in good faith to resolve such dispute within thirty (30) days and the City shall not be obligated to pay any amount so disputed in good faith during such period. If a resolution is not reached within the stated thirty (30) days, then the parties shall submit the dispute to a court of competent jurisdiction, in accordance with the GOVERNING LAW AND VENUE section below.

SECTION 3. TERM

The term of this Maintenance and Support Agreement is twelve (12) months as set forth in Exhibit “B” (“Term”). Subsequent renewals of this Agreement may be subject to the process referenced within Section 9(J), AMENDMENT.

SECTION 4. CITY'S RESPONSIBILITIES

The City will furnish Licensor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Maintenance and Support required under this Agreement.

Licensor shall be able to rely on the accuracy and completeness of all information provided by the City, without independent audit or verification thereof (except where any verification is specifically part of the scope of services to be provided).

Customer will solely responsible for (i) minimum systems requirements as set forth in the Documentation, (ii) for meeting, at a minimum, all industry standard and legal security requirements to prevent unauthorized access to the Software and Customer Data; (iii) Authorized Users’ compliance with this Agreement and for any other activity (whether or not authorized by Customer); (iii) the accuracy, quality, integrity and legality of Customer Data and External Users use of the Software interface, and (v) use of the Software, Support and Maintenance only in accordance with the applicable Documentation, laws and government regulations.

Accela retains all Intellectual Property Rights, including all rights, title and license to the Maintenance and Support, any related work product of the foregoing and all derivative works thereof by whomever produced. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Maintenance and Support.

SECTION 5. STANDARD OF CARE

Licensor shall exercise the same degree of care, skill, and diligence in the performance of Maintenance and Support under this Agreement as is ordinarily possessed and exercised by a professional under similar circumstances. Licensor shall have no liability for defects in such Maintenance and Support attributable to Licensor’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO ANY
WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

SECTION 6. CONFIDENTIALITY

As used herein, "Confidential Information" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and (ii) will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

All information provided to and/or gathered by Licensor from the City during the term of this Agreement shall be deemed "confidential" information to the extent that it is classified as "private" under the laws of the State of Ohio or is not independently available to the general public. Nothing in this Section shall prohibit or limit Licensor's disclosure of confidential information when such disclosure is required by an order of a Court or under state or federal law, or when such disclosure is authorized in writing by the City.

SECTION 7. INDEMNIFICATION AND LIABILITY

INDEMNIFICATION

Accela will indemnify, defend, save, and hold harmless (or at Accela’s option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Maintenance and Support, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon as practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela’s expense, in the defense and/or settlement of such claim, and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela
reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Maintenance and Support may be enjoined, Accela may seek to (a) modify the Accela Maintenance and Support such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer’s installed instance), (b) replace the applicable Maintenance and Support so that it is non-fringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the Maintenance and Support, and refund any pre-paid, unused fees. Accela will have no liability under this Section 7 for any claims arising from (i) any combination of the Accela Maintenance and Support with products, services, methods of a third party; (ii) a modification of the Accela Maintenance and Support that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Maintenance and Support in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Maintenance and Support other than the current, fully patched version, provided such updated version would have avoided the infringement (does not absolve Accela of liability for an earlier version of the Maintenance and Support sold to and used by the City when current); (v) Customer’s breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY’S LIABILITY FOR DEATH OR PERSONAL INJURY OR THIRD-PARTY CLAIM FOR INFRINGEMENT RELATED TO THE USAGE OF THE MAINTENANCE AND SUPPORT, NEITHER PARTY’S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE MAINTENANCE AND SUPPORT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

EXCEPT FOR A THIRD PARTY CLAIM FOR INFRINGEMENT OR EITHER PARTY’S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MAINTENANCE AND SUPPORT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE MAINTENANCE AND SUPPORT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED
REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ACCELA'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY THIRD-PARTY CLAIM FOR INFRINGEMENT SHALL NOT EXCEED $1,000,000.

SECTION 8. TERMINATION

A party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

SECTION 9. GENERAL PROVISIONS

A. DELAY IN PERFORMANCE

Neither the City nor Licensor 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 Licensor 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, consultants, sub-consultants 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 litigation or dispute 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:
City:
City of Dayton, Ohio
101 West Third Street
Dayton, Ohio 45402
Attn: Desa Foster, Division of Information Technology

Licensor:
Accela Inc.
2633 Camino Ramon, Suite 500
San Ramon, CA 94583
Attn: Brad Leahy, V.P. Revenue Operations

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

D. EQUAL EMPLOYMENT OPPORTUNITY

Licensor 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 Licensor from receiving future City contracts.

E. WAIVER

A waiver by the City or Licensor 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 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.

G. INDEPENDENT CONTRACTOR

By executing this Agreement, Licensor acknowledges and agrees that it will be providing services to the City as an "Independent Contractor". As an Independent Contractor for the City, Licensor shall be prohibited from representing or allowing others to construe the parties' relationship in a
manner inconsistent with this Article. Licensor 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.

Licensor, its employees and any persons retained or hired by Licensor 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. Licensor acknowledges its employees are not "public employees" for the purpose of membership and/or participation in the Ohio Public Employees Retirement System ("OPERS"). Further, Licensor 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.

H. ASSIGNMENT

Licensor 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 Licensor from employing independent consultants, associates, and sub-consultants to assist in the performance of its obligations under this Agreement.

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 Licensor.

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. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer’s purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

K. POLITICAL CONTRIBUTIONS

Licensor 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 Licensor with respect to the specific subject matter of Maintenance and Support. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to Maintenance and Support.

SECTION 10. DEFINITIONS
“Order” means Accela Order Form Q-19315 or an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

“Customer Data” means the content, materials, and data that Customer, Authorized Users, and External Users enter in conjunction of their use of the Software. Customer Data does not include any component of the Software or material provided by or on behalf of Accela.

“Authorized User” means one named employee (identified by a unique email address), contractor or agent of Customer for whom Customer has purchased a license to the Software and who is authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement.

“External Users” means third party users of the Software that access the public facing interfaces of the Software to submit queries and requests to facilitate communications between such third party and Customer.

“Documentation” means the then-current technical and functional user documentation made generally available by Accela for Software.

“Intellectual Property Rights” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

“Support Services” means those technical and help services provided by Accela in accordance with the Support Services Policy located at Exhibit B.

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

CITY OF DAYTON, OHIO

[Signature]
City Manager

ACCELA INC.

By: [Signature]

Print: ROBERT WILSON

Its: CFO

APPROVED AS TO FORM AND CORRECTNESS

[Signature]
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

July 1, 2020

Min./Bk. I-14 Pg. ______

[Signature]
Clerk of Commission
Exhibit A
Accela Order Form Q-19315

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-19315
Valid Through: 07/10/2020
Currency: USD

2633 Camino Ramon, Suite 500
San Ramon, CA 94583

ORDER FORM

Address Information

Bill To:
City of Dayton, OH
101 W. Third Street
Dayton, Ohio 45402
United States

Ship To:
City of Dayton, OH
101 W. Third St.
Dayton, Ohio 45402
United States

Billing Contact: De Vora Jones
Billing Phone: 937.333.6320
Billing Email: devora.jones@daytonohio.gov

Services

<table>
<thead>
<tr>
<th>Services</th>
<th>Start Date</th>
<th>End Date</th>
<th>Term (Mths)</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>Accela Citizen Access</td>
<td>06/26/2020</td>
<td>06/25/2021</td>
<td>12</td>
<td>$0.02</td>
<td>141,527.00</td>
<td>$3,498.41</td>
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<td>06/26/2020</td>
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<td>Accela GIS (Server &amp; Users)</td>
<td>06/26/2020</td>
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<td>12</td>
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<td>65.00</td>
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<td>80.00</td>
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<td></td>
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<td><strong>$47,788.88</strong></td>
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Terms / Information

- 1 -
Exhibit A
Accela Order Form Q-19315

<table>
<thead>
<tr>
<th>General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Order Form will be governed by the terms and conditions contained in the Maintenance and Support Agreement to which this Exhibit A is attached. If those terms and conditions are non-existent, have expired, do not apply (as with software), or have otherwise been terminated, the following terms will govern as applicable, based on the Customer’s purchase: <a href="http://www.acela.com/terms">www.acela.com/terms</a>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Order Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order Start Date</td>
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<tr>
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<tr>
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<tr>
<td>Special Order Terms</td>
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</table>

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<th>Payment Terms</th>
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<td>Invoice Date</td>
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<tr>
<td>Payment Due Date</td>
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<tr>
<td>Special Payment Terms</td>
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<tr>
<td>Purchase Order</td>
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<tr>
<td>Accela</td>
</tr>
<tr>
<td>---------------------------</td>
</tr>
<tr>
<td>By: Robert A. Wilson</td>
</tr>
<tr>
<td>(Signature)</td>
</tr>
<tr>
<td>ROBERT WILSON</td>
</tr>
<tr>
<td>(Print Name)</td>
</tr>
<tr>
<td>Its: CFO</td>
</tr>
<tr>
<td>(Title)</td>
</tr>
<tr>
<td>Dated: 6/15/2020</td>
</tr>
<tr>
<td>(Month, Day, Year)</td>
</tr>
</tbody>
</table>
Exhibit B
Accela Software Support Policy (On-Premise)

ACCELA SOFTWARE SUPPORT POLICY
Dated: August 21, 2019
(ON-PREMISE)

(1) Legacy Releases: Accela provides Support Services for each version of the Software for a period of twelve (12) months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). For example, if version 6.1 is released on January 1, 2017, then Accela will provide Support Services for version 6.0 until January 1, 2018. Accela does not provide Support Services for any customized Software (or components thereof).

(2) General Requirements and Hours of Operation
   a. Ticketing Support: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela’s observed holidays.
   b. Telephone Support: Accela’s Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela’s observed holidays.
   c. Online Support Material: Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela’s online support databases.

(3) Agency Contacts: “Agency Contacts” are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change. Your Agency Contacts will be responsible for overseeing your Agency’s support case activity, developing and deploying troubleshooting processes within your Agency’s organization.

Agency will ensure Agency Contacts:
Have completed the Administrator Training offered as part of Accela’s implementation and adoption programs. Are knowledgeable about the Agency’s configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

(4) Submitting a Case: Agency Contacts may submit cases via: the online support portal by logging into the Accela Success Community at https://success.accela.com and selecting Get Support > Submit a case or a telephone call to Customer Support as described below (For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support)

(5) Upgrade/Downgrade of Severity Level. If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(6) Customer Obligations. As required, Customer will provide Accela or its authorized partner with appropriate access to Customer’s facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer’s sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer’s failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably attributable to such increased difficulty, as calculated at Accela’s then-current time-and-materials rates.

(7) Third Party Product Support. If any third-party software is supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer’s Agreement.
(8) Product Updates
Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela’s discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update is released it will be made available for general availability for on-premise customers on the Accela FTP site.

(9) Exclusions. The following Support Exclusions are not covered by this Support Policy; however, they may be separately available at rates and on terms which may vary from those described herein:

a. Services required due to misuse of the Accela-maintained Software;
b. Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized by Accela;
c. Services required by Customer to be performed by Accela outside of Accela’s usual working hours;
d. Services required due to external factors including, but not necessarily limited to, Customer’s use of software or hardware not authorized by Accela;
e. Services required due to the operation of interfaces between the Accela-maintained Software and other software products or systems, even where such interfaces were provided or implemented by Accela;
f. Services required to resolve or work-around conditions which cannot be reproduced in Accela’s support environment;
g. Services which relate to tasks other than maintenance and support of Customer’s existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
h. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and
i. New or additional applications, modules, or functionality released by Accela during the term of this Agreement.

(10) Error Classification
Functional Definitions: For the purposes of error classification, essential or major functions include data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Severity Issue (Priority 1)</td>
<td>Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).</td>
</tr>
<tr>
<td>High Severity Issue (Priority 2)</td>
<td>Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).</td>
</tr>
<tr>
<td>Medium Severity Issue (Priority 3)</td>
<td>Support Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).</td>
</tr>
<tr>
<td>Low Severity Issue (Priority 4)</td>
<td>Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).</td>
</tr>
</tbody>
</table>
City Manager’s Report

From 2370 – Planning, Neighborhoods & Dev. / Development
Supplier, Vendor, Company, Individual
Name Dayton/Miami Valley Entrepreneurs’ Center, Inc.
Address 31 South Main Street
Dayton, OH 45402

Date June 8, 2022
Expense Type Service Agreement
Total Amount $150,000.00 thru 05-31-2023

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 16300-2370-1223-41 $150,000.00

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

Description

Professional Services Agreement

The Department of Planning, Neighborhoods & Development is requesting approval of a Professional Services Agreement in the amount of $150,000.00 with the Dayton Miami Valley Entrepreneurs Center d/b/a The Entrepreneurs’ Center (TEC). TEC is now located at 31 S. Main Street in the Arcade Innovation Hub.

TEC provides entrepreneurial support to all small businesses, from local retail and service companies to global technology startups. TEC will provide support and virtual incubation services to tenants of TEC and Dayton based small businesses, startups, and entrepreneurs.

Primary activities include, but are not limited to:
- Workshops and events open to potential entrepreneurs
- Partnership activities with the Greater West Dayton Incubator
- Advance support for growing small businesses, including access to mentors, advisors, and investors
- Feedback and coaching on strategy development and financial performance
- Technical business assistance on topics including market research, license and join venture development, intellectual property management, marketing, and workforce development.

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

The funding source is the Development Fund in the General Fund.

The Agreement will commence upon execution and expire on May 31, 2023.

A Certificate of Funds for $100,000.00 is attached for 2022 professional services.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

New Contract

Renewal Contract

Change Order

Contract Start Date

Expiration Date

Original Commission Approval

Initial Encumbrance

Remaining Commission Approval

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

Required Documentation

Initial City Manager's Report

Initial Certificate of Funds

Initial Agreement/Contract

Copy of City Manager's Report

Copy of Original Certificate of Funds

Amount: $ 100,000.00

Fund Code

Fund
Org
Acct
Prog
Act
Loc

Fund Code

Fund
Org
Acct
Prog
Act
Loc

Amount: 

Fund Code

Fund
Org
Acct
Prog
Act
Loc

Fund Code

Fund
Org
Acct
Prog
Act
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Attach additional pages for more FOAPALS

Vendor Name: Dayton/Miami Valley Entrepreneurs' Center, Inc.

Vendor Address: 31 S. Main Street Dayton Ohio 45402

Street
City
State
Zipcode + 4

Federal ID: 31-1584047

Commodity Code: 96100

Purpose: Professional Services Agreement to provide support and virtual incubation services to tenants of TEC, and Dayton-based small businesses, startups and entrepreneurs.

Contact Person: Jill Bramini

Planning, Neighborhoods & Development / Development Department/Division 5/26/2022

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 5/31/22

CF Prepared by

Date 5/27/22

CF/CT Number CT22-3301
May 26, 2022

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

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

SUBJECT: Professional Services Agreement with The Entrepreneurs’ Center

The Department of Planning, Neighborhoods & Development requests approval of a Professional Services Agreement with the Dayton Miami Valley Entrepreneurs’ Center d/b/a The Entrepreneurs Center (TEC) located at 31 S. Main Street in the Arcade Innovation Hub.

TEC is a longstanding partner to the City of Dayton. TEC supports the formation and growth of small businesses that catalyze the City’s growing innovation economy. Support to entrepreneurs in the City of Dayton is provided through TEC’s regional Small Business Development Center (SBDC), through the TEC’s Entrepreneurial Service Provider (ESP) program, and through various programs funded by the Air Force Research Laboratory (AFRL).

TEC provides entrepreneurial support to all small businesses, from local retail and service companies to global technology startups. Since 2017, the pace of startup activity, and the resulting support provided to those companies has increased dramatically:

**Clients Served Within the City**: Since 2019, TEC has served more than 380 clients within the City of Dayton – an increase of more than a 200% versus 2018. Of this total, more than 90% of clients served by TEC receive support from TEC’s SBDC. Across TEC’s portfolio, more than half of all clients served in the City of Dayton are led by a minority founder.

**Hours of Support to Companies Within the City**: Over the same period, the number of hours of direct support provided to small business owners and entrepreneurs within the City of Dayton has also increased dramatically. TEC provided more than 1,100 hours of direct support to companies in 2021.

Since 2018, the contract value between the City of Dayton and TEC has not increased. Increasing our contract amount from $100,000.00 to $150,000.00 will allow TEC to leverage additional dollars from the State of Ohio and expand their services to City of Dayton residents and entrepreneurs.

The Agreement will have a term commencing with execution with an expiration on May 31, 2023.

TMK/cjl

C: Ms. Lofton, Mr. Parlette, Mr. Lipson, File
PROFESSIONAL SERVICES AGREEMENT
2022-2023 DEVELOPMENT PARTNERSHIP

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between the Dayton/Miami Valley Entrepreneurs Center, Inc. d/b/a The Entrepreneurs' Center ("TEC"), a not-for-profit corporation in the State of Ohio, located at 31 S. Main Street, Dayton, Ohio 45402, and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City").

WITNESSETH THAT:

WHEREAS, The City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses; and,

WHEREAS, TEC is a necessary and valuable economic and community development partner; and,

WHEREAS, TEC provides valuable consulting resources to businesses located in the City of Dayton; and,

WHEREAS, These resources will be provided for the purpose of job creation and retention in Dayton; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and TEC agree as follows:

ARTICLE 1. PROJECT.

TEC will provide support and virtual incubation services to tenants of TEC, and Dayton-based small businesses, startups and entrepreneurs ("Project"). Anticipated services are outlined in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Scope of Work can be amended by mutual agreement between TEC and the City of Dayton.

ARTICLE 2. FUNDING.

The City will provide TEC funding for services rendered not to exceed One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00). An initial payment of up to $30,000.00 will be made upon execution and receipt of an invoice from TEC. The initial payment will ensure TEC is able to draw down matching funds from other sources.

After the initial payment, TEC shall invoice City quarterly. The quarterly invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and contain such records, information, and/or documentation to substantiate the invoice amount. Billing will reflect the Rate Schedule attached as Exhibit B. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 3. SPECIFIC CONDITIONS.

A. TEC 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. TEC 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 the City and its elected
officials, officers, agents, and employees therefrom.

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

C. TEC agrees to supply additional information upon request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 4. TERM AND TERMINATION.

A. This Agreement shall commence upon execution by the City Manager and expire on May 31, 2023, unless extended to a later date by amendment or earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for TEC assets is appointed by a court of competent jurisdiction.
2. TEC is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. TEC’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 TEC to remedy such failure within thirty (30) days from the date of written notice from City.
4. TEC’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, TEC desires to terminate this Agreement.

ARTICLE 5. INDEMNIFICATION.

TEC 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 performance or non-performance of this Agreement and/or the acts, omissions or conduct of TEC, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or TEC failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

TEC 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 7. POLITICAL CONTRIBUTIONS

TEC affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
ARTICLE 8. RECORDS AND RETENTION.

TEC shall use Generally Accepted Accounting Principles ("GAAP") 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 TEC 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 request, TEC 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. TEC 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 TEC 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, TEC 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 9. TAX REPRESENTATION.

TEC 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 TEC is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, TEC currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or TEC filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against TEC. 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 10. INDEPENDENT CONTRACTOR.

By executing this Agreement for professional services, TEC acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, TEC shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. TEC 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.

TEC, its employees and any persons retained or hired by TEC 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, TEC 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. TEC acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.
ARTICLE 11. GENERAL PROVISIONS.

A. Conflict of Interest. TEC 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.

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 TEC.

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: Todd Kinskey, Director
Department of Planning, Neighborhoods & Development
City of Dayton
P.O. Box 22, 101 West Third Street
Dayton, OH 45401

For The Entrepreneurs Center: Scott Koorndyk
The Entrepreneurs Center
31 S. Main 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

Development Agreement – The Entrepreneurs Center
Page 4 of 9
Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

CITY OF DAYTON, OHIO

__________________________
City Manager

__________________________
Date

APPROVED AS TO FORM
AND CORRECTNESS:
E-SIGNED by Suzanne Beck for City Attorney
on 2022-05-11 20:32:12 GMT

__________________________
City Attorney

THE ENTREPRENEURS CENTER

E-SIGNED by Scott Koorndyk
By: _______________________
on 2022-05-16 19:49:17 GMT

Its: _______________________

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

__________________________
Min. / Bk. _______ Pg. ______

Clerk of the Commission
Exhibit A

Scope of Work

Services Provided to the City of Dayton
For Enhancement of Small Business Development
and Incubation Services to Businesses within the City of Dayton

Total Value of Funds as Outlined: $150,000.00
Period of Performance: Execution – 31 May 2023

A. Work To Be Performed:

In accordance with this Statement of Work, the Entrepreneurs’ Center (EC) will provide the following Small Business Development and Virtual Incubation services:

1. Entrepreneurial Identification - The EC will identify entrepreneurs across the city through several programs and activities including:
   
   • **Workshops and Events**: Open events to identify individuals ready to start their entrepreneurial journey.
   
   • **Greater West Dayton Incubator (GWDI)**: The EC is a founding partner of the GWDI and will use the Incubator to identify West-side entrepreneurs in need of entrepreneurial support services. The EC will provide workshops and training session at the GWDI, providing the services outlined below to West-side entrepreneurs.

2. Entrepreneurial Education – The EC will provide a variety of educational and support programs including:
   
   • **Entrepreneurial Development Training and Seminars**: Comprehensive entrepreneurial development and training programs on diverse topics of interest to entrepreneurs including business development, financial management, leadership development, employee development, intellectual property protection and management, marketing and distribution, etc.
   
   • **Technical Business Assistance**: As necessary to further the business development objectives of referred clients, the EC will provide technical business assistance on topics including market research, license and joint venture development, intellectual property management, marketing, and leadership/workforce development.

3. **Advance Support** – To support existing small businesses in growth and scaling, the EC will provide a variety of programs including:
   
   • **Mentor and Business Advisor Network Support**: The EC maintains an active network of small business mentors, advisors, and investors and will facilitate interactions between referred clients and network partners including lawyers, bankers, accountants, consultants,
professors, technology experts and others.

- **Private / Institutional Financing Support:** The EC will assist clients in the development of private and/or institutional financing documents, presentations, or "pitches" used to secure investment capital.

- **Recurring Business and Financial Evaluations:** The EC will conduct business reviews with companies in the City, to monitor small business performance, establish short, medium and long term business strategies, identify business strengths, weaknesses, opportunities and threats, and provide regular feedback and coaching to the referred client.

- **Client Referrals:** The EC refer clients to relevant training being conducted by other organizations such as local universities, local and regional accelerator programs.

- **Direct Investment / Access to Capital:** The EC leads the Ohio Technology Gateway Fund (OTGF), a $10M pre-seed fund, and the Rotunda Fund, a ~$300K revenue-based investment fund. The EC will give priority to City of Dayton companies in both funds. In addition, the EC will assist small businesses pitching to the angel investors in the Dayton chapter of VisionTech Angels (VTA).

4. **Community Awareness and Culture** – The EC will utilize a number of channels to ensure that Dayton’s small business are connected to the full community of entrepreneurs in an intentional effort to create an inclusive community, including:

- **Dayton Startup Week.** The EC will work with community partners to promote Startup Week activities, including panel discussions and networking events that feature Dayton’s entrepreneurial community.

- **Entrepreneurial events.** The EC will represent the Dayton entrepreneurial service provider community at events designed to celebrate or connect entrepreneurs, including events like Startup Grind, Early Risers, LaunchPad, resource fairs, business walks, and other events that boost the entrepreneurial and small business community.

- **Entrepreneurs in the spotlight.** The EC will use its web site and social media platforms to feature entrepreneurs from across the City of Dayton. With a focus on diversity and inclusion, spotlighted entrepreneurs will be across different industries and will represent different demographics, including women, minorities, youth, immigrants, the LGBT community, displaced workers, and veterans.

- **Community Benefit Agreement Engagement:** the EC will promote the programs and support mechanisms developed under the provisions of the Community Benefit Agreement, and seek to engage City of Dayton companies in those programs.

5. **Marketing and Public Relations Sponsorship Attribution** – The EC will on all marketing materials, public relations communications, or entrepreneurial events that the EC "is an entrepreneurial support organization and partner of the City of Dayton" or any other such statement of support or attribution specified by the City of Dayton.
In the event that the EC holds any event for which sponsorships or other one-time financial support is pursued by the EC, the City of Dayton shall be named as a sponsor at the highest level or tier for such a program.

B. **City of Dayton Contract Leverage:**

Resources allocated to the EC by the City of Dayton under this Statement of Work will be used by the EC as cost match against State and Federal contracts (most notably in support of the EC’s Small Business Development Center (“SBDC)). That cost match will be used to fund additional support for City of Dayton entrepreneurs not otherwise provided under this Statement of Work. Through this mechanism, the City of Dayton’s resources allocated to this contract will be leveraged 2:1 to maximize the scale, scope and reach of services provided to City of Dayton Businesses.

C. **Payment Schedule**

All work performed under this Statement of Work will be invoiced to the City of Dayton on the following schedule:

<table>
<thead>
<tr>
<th>Contract Installment</th>
<th>Quarterly Invoice Date</th>
<th>Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Payment</td>
<td>Upon execution</td>
<td>Not to exceed $30,000</td>
</tr>
<tr>
<td>Quarterly Installment #1</td>
<td>On or about 1 SEP 2022</td>
<td>Not to exceed $35,000</td>
</tr>
<tr>
<td>Quarterly Installment #2</td>
<td>On or about 1 DEC 2022</td>
<td>Not to exceed $35,000</td>
</tr>
<tr>
<td>Quarterly Installment #3</td>
<td>On or about 1 MAR 2023</td>
<td>Not to exceed $35,000</td>
</tr>
<tr>
<td>Quarterly Installment #4</td>
<td>On or about 1 JUNE 2023</td>
<td>Not to exceed $35,000</td>
</tr>
</tbody>
</table>

With the exception of the Initial Payment, all invoices from the EC will be based on the attached rate sheet, reflecting the work performed during the prior quarter. Total compensation will not exceed $150,000.00.

---

**Note:** This proposal is distinct from the “Inclusive Business Recovery Opportunity Center” (IBROC) Proposal submitted to the City of Dayton by the EC in April of 2021. The work contained in this support proposal is not duplicative of any activity or level of effort contained in the IBROC proposal.
Exhibit B
Rate Schedule

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBDC Consulting</td>
<td>$115.00/hour</td>
</tr>
<tr>
<td>Outreach SBDC Consulting</td>
<td>$115.00/hour</td>
</tr>
<tr>
<td>Program Coordinator</td>
<td>$115.00</td>
</tr>
<tr>
<td>EC President - Scott Koordyky</td>
<td>$225.00/hour</td>
</tr>
</tbody>
</table>
City Manager’s Report

From 3210 - Aviation/AP Admin & Finance
Supplier, Vendor, Company, Individual
Name Axtell’s Pavement Solutions, LLC
Address 261 Carey Road
Scott Township, PA 18433

Date June 8, 2022
Expense Type Award of Contract
Total Amount $446,870.00 through 12/31/23

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation Capital</td>
<td>51239-3210-1424-43</td>
<td>$446,870.00</td>
</tr>
</tbody>
</table>

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

Description

DAYTON WRIGHT BROTHERS AIRPORT
REMOVE AND REPAINT AIRFIELD MARKING
(7% MBE PARTICIPATION GOAL / 21.3% MBE PARTICIPATION ACHIEVED)

The Department of Aviation requests approval to award a contract with Axtell’s Pavement Solutions, LLC. The project is for the removal and repainting of the airfield markings at the Dayton Wright Brothers Airport.

Two bids were received for this project. It is recommended that the project be awarded to the lowest and best bidder, Axtell’s Pavement Solutions, LLC, in the amount of $446,870.00. This includes the base bid of $397,370.00, Alternate No. 1 Contingency in the amount of $25,000.00 and Alternate No. 2 Full Depth Crack Repairs in the amount of $24,500. The estimated cost of the project was $551,683.00. The time of completion on this project is 30 days.

Human Relations Council established a MBE goal of 7%, and Axtell’s Pavement Solutions, LLC achieved a verified MBE utilization of 21.3%.

The project is being funded with $434,199.00 from an Ohio Department of Transportation grant and $12,671.00 in Aviation Capital. A Certificate of Funds, Tabulation of Bids, Human Relations Council’s verification letter, the Bid from the firm recommended for award and site diagrams are attached.

Signatures/Approval

Approved by City Commission

Division
Department
City Manager

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Orders

Contract Start Date: Upon Execution
Expiration Date: 12/31/23
Original Commission Approval: $446,870.00
Initial Encumbrance: $446,870.00
Remaining Commission Approval:

Original CT/CF
Increase Encumbrance: $
Decrease Encumbrance: $
Remaining Commission Approval:

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

Amount: $446,870.00
Fund Code: 51239 - 3210 - 1424 - 43 - 
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Axtell's Pavement Solutions, LLC
Vendor Address: 261 Carey Rd. Scott Twp. PA 18433
Street City State Zipcode + 4
Federal ID: 462607952
Commodity Code: 96861

Purpose: Remove and repaint airfield markings at the Dayton Wright Brothers Aiport.

Contact Person: Mike Cross
Aviation/Engineering 5/23/2022
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 5/31/23

CF Prepared by 5/27/22

CT22-3300 CF/CT Number
<table>
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<th>Item Code</th>
<th>Item Description</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>M-100-1.1</td>
<td>MAINTAINING TRAFFIC PORTABLE LIGHTED RUNWAY CLOSURE MARKER</td>
<td>LS</td>
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<td>$45,000.00</td>
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<td>M-100-1.2</td>
<td>FINAL AS-BUILT DRAWINGS</td>
<td>EA</td>
<td>2</td>
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<td>$2,400.00</td>
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<td>SURVEY AND STAKEOUT</td>
<td>LS</td>
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<td>MOBILIZATION</td>
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<td>P-620-5.1-5</td>
<td>RUNWAY/TAXIWAY MARKINGS, WHITE (BEADED)</td>
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<td>75,300</td>
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<td>P-620-5.1-2</td>
<td>RUNWAY/TAXIWAY MARKING, YELLOW (BEADED)</td>
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<td>P-620-5.1-5</td>
<td>RUNWAY/TAXIWAY MARKINGS, RED</td>
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<td>P-620-5.1-6</td>
<td>ERADICATE EXISTING RUNWAY/TAXIWAY MARKINGS, INCLUDING SURFACE PREP AND SEALER</td>
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<td>92,000</td>
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<td>$1.30</td>
<td>$119,600.00</td>
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<td>P-101-5.5C</td>
<td>BITUMINOUS (COLD) MILLING-RUNWAY ALL AREAS (2.5 INCHES)</td>
<td>SY</td>
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<td>P-101-5.6</td>
<td>SAW CUTTING ASPHALT AND CONCRETE PAVEMENT</td>
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<td>200</td>
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<td>P-403-8.1-1</td>
<td>BITUMINOUS SURFACE COURSE RUNWAY (2.5 INCHES)</td>
<td>TON</td>
<td>470</td>
<td>$100.00</td>
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<td>P-603-5.1</td>
<td>EMULSIFIED ASPHALT TACK COAT-RUNWAY ALL AREAS</td>
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<td>P-606-5.1</td>
<td>Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement</td>
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<td>200</td>
<td>$4.00</td>
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<td>P-621-5.1-1</td>
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<td>T-908-5.1</td>
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<tr>
<td>Item Code</td>
<td>Item Description</td>
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<td>Quantity</td>
<td>Unit Price</td>
<td>Extension</td>
<td>Unit Price</td>
<td>Extension</td>
</tr>
<tr>
<td>-----------</td>
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</tr>
<tr>
<td>SPL-1</td>
<td>CONTINGENCY ALLOWANCE, AS DIRECTED BY OWNER ($25,000.00)</td>
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<td>1</td>
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<tr>
<td>P-101-4.2</td>
<td>FULL DEPTH CRACK REPAIRS AS DETAILED IN CONTRACT DRAWINGS</td>
<td>LF</td>
<td>700</td>
<td>$35.00</td>
<td>$24,500.00</td>
<td>$42.90</td>
<td>$30,030.00</td>
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**Base Bid Total:**

<table>
<thead>
<tr>
<th>axtellis pavement solutions llc</th>
<th>A&amp;A Safety, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$397,370.00</td>
<td>$548,890.00</td>
</tr>
</tbody>
</table>

**Total Price:** $446,870.00
March 14, 2022

TO: David Escobar, Senior, Engineer II  
Department of Public Works

FROM: Donerik Black, Business & Technical Administrator (HRC)

SUBJECT: Dayton Wright Brothers Airport Removal Airfield Marking  
(7% MBE Participation Goal)

The HRC recommendation is to award the above contract to Axtell’s Pavement Solutions. They submitted a bid utilizing one PEP-certified contractors to meet the 7% MBE project’s participation. The HRC’s contract compliance analysis has verified that WC Jones Asphalt Paving, Co. 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>Axtell’s Pavement Solutions</td>
<td>$397,370.00</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>W.C. Jones Asphalt Paving, LLC</td>
<td>$84,820.00</td>
<td>21.3% MBE</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 in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1439.

DB
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Dayton Wright brothers
airport remove and repaint
airfield marking 7% MBE
participation Goal

Bidder

Axtell’s pavement solutions
261 Carey road
Scott Twp, PA. 18433
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoF/M</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-100-1.1</td>
<td>MAINTAINING TRAFFIC PORTABLE LIGHTED RUNWAY CLOSURE MARKER</td>
<td>LS</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>M-105-1.2</td>
<td>FINAL AS-BUILT DRAWINGS</td>
<td>LS</td>
<td>1</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>M-200-5.1</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>1</td>
<td>$21,000.00</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>P-620-5.1-5</td>
<td>RUNWAY/TAXIWAY MARKINGS, WHITE (BEADED)</td>
<td>SF</td>
<td>75,300</td>
<td>$1.50</td>
<td>$112,950.00</td>
</tr>
<tr>
<td>P-620-5.1-2</td>
<td>RUNWAY/TAXIWAY MARKING, YELLOW (BEADED)</td>
<td>SF</td>
<td>13,200</td>
<td>$1.60</td>
<td>$21,120.00</td>
</tr>
<tr>
<td>P-620-5.1-3</td>
<td>RUNWAY/TAXIWAY MARKING, BLACK</td>
<td>SF</td>
<td>30,000</td>
<td>$1.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>P-620-5.1-5</td>
<td>RUNWAY/TAXIWAY MARKINGS, RED</td>
<td>SF</td>
<td>1,300</td>
<td>$3.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>P-620-5.1-6</td>
<td>ERADICATE EXISTING RUNWAY/TAXIWAY MARKINGS, INCLUDING SURFACE PREP AND SEALER</td>
<td>SF</td>
<td>92,000</td>
<td>$1.30</td>
<td>$119,600.00</td>
</tr>
<tr>
<td>P-101-5.5C</td>
<td>BITUMINOUS (COLD) MILLING-RUNWAY ALL AREAS (2.5 INCHES) SAW CUTTING ASPHALT AND CONCRETE PAVEMENT</td>
<td>SY</td>
<td>2,800</td>
<td>$4.00</td>
<td>$11,200.00</td>
</tr>
<tr>
<td>P-101-5.6</td>
<td>BITUMINOUS SURFACE COURSE RUNWAY (2.5 INCHES)</td>
<td>LF</td>
<td>200</td>
<td>$4.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>P-403-8.1-1</td>
<td>EMULSIFIED ASPHALT TACK COAT-RUNWAY ALL AREAS</td>
<td>TON</td>
<td>470</td>
<td>$100.00</td>
<td>$47,000.00</td>
</tr>
<tr>
<td>P-603-5.1</td>
<td>Adhesive Compounds, Two-Component for Sealing Wire and Lights in Pavement</td>
<td>GAL</td>
<td>2,000</td>
<td>$0.20</td>
<td>$400.00</td>
</tr>
<tr>
<td>P-606-5.1</td>
<td>BITUMINOUS PAVEMENT GROOVING</td>
<td>GAL</td>
<td>200</td>
<td>$4.00</td>
<td>$800.00</td>
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<tr>
<td>P-621-5.1-1</td>
<td>BITUMINOUS PAVEMENT GROOVING</td>
<td>SY</td>
<td>2,800</td>
<td>$8.00</td>
<td>$22,400.00</td>
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<tr>
<td>T-901-5.1</td>
<td>SEEDING</td>
<td>SY</td>
<td>50</td>
<td>$5.00</td>
<td>$250.00</td>
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<tr>
<td>T-905-5.1</td>
<td>TOPSOILING (OBTAINED ONSITE)</td>
<td>CY</td>
<td>40</td>
<td>$20.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>T-908-5.1</td>
<td>HYDRO MULCHING</td>
<td>SY</td>
<td>50</td>
<td>$5.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Item Code</td>
<td>Item Description</td>
<td>UoM</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Extension</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>SPL-1</td>
<td>CONTINGENCY ALLOWANCE, AS DIRECTED BY OWNER ($25,000.00)</td>
<td>AL</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>P-101-4.2</td>
<td>FULL DEPTH CRACK REPAIRS AS DETAILED IN CONTRACT DRAWINGS</td>
<td>LF</td>
<td>700</td>
<td>$35.00</td>
<td>$24,500.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $397,370.00
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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.

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?
RESPONSE: YES  NO  ✔

(2) Suspended, debarred, or disqualified from any government contracting process?
RESPONSE: YES  NO  ✔

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?
RESPONSE: YES  NO  ✔

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES  NO  ✔

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Axtell's Pavement solution's
Pennsylvania

Renee Axtell president
Nick Axtell VP of operations
261 Carey Rd Scott Twp, PA. 18433

Telephone (570) 840-6428  Fax
E-mail apsinc41@gmail.com

Federal I.D.# 46-260-7952
Dated this 9 day of March, 2022

Bidder: ____________________________  (Person, Firm, or Corporation)

By:  Nick Axtell
Title: VP of operations
BID BOND  

Amount $ 10% of total amount bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of 10% of total amount bid 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, Axtell's Pavement Solutions LLC - 261 Carey Road, Scott Township, PA 18433 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 10th day of March, 2022.

Dayton Wright Brothers Airport, Remove and Repaint Airfield

Axtell's Pavement Solutions LLC

[Signature]

Bidder

North American Specialty Insurance Company

[Signature]

Surety

Bruce M. Allen, Attorney-in-fact

KOG International, Inc.

[Signature]

Name of Insurance Agency

14 Redwood Drive, Enola, PA 17025

Address of Insurance Agency

Telephone 717-732-9066  FAX 717-732-9067
**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**  
A New Hampshire Corporation

**BALANCE SHEET AS OF DECEMBER 31, 2020**  
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>Reserve for Unearned Premiums</td>
</tr>
<tr>
<td>Bonds</td>
<td>Reserve for Losses and Loss Adjustment Expenses</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>Funds Withheld</td>
</tr>
<tr>
<td>Other Admitted Assets</td>
<td>Taxes and Other Liabilities</td>
</tr>
<tr>
<td>TOTAL ADMITTED ASSETS</td>
<td>Surplus</td>
</tr>
<tr>
<td></td>
<td>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</td>
</tr>
<tr>
<td></td>
<td>56,559,244</td>
</tr>
<tr>
<td></td>
<td>230,744,728</td>
</tr>
<tr>
<td></td>
<td>45,969,961</td>
</tr>
<tr>
<td></td>
<td>145,453,883</td>
</tr>
<tr>
<td></td>
<td>468,127,496</td>
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<td></td>
<td>142</td>
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<td>19,788,427</td>
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<td>6,190,229</td>
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<td></td>
<td>139,632,282</td>
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<tr>
<td></td>
<td>352,816,496</td>
</tr>
<tr>
<td></td>
<td>468,127,496</td>
</tr>
</tbody>
</table>

The undersigned, being duly sworn, says: That he is Senior Vice President of North American Specialty Insurance Company, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved, July 1947 8 U.S.C. sec. 8-12; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2020.

Michael A. Ito, Senior Vice President  
North American Specialty Insurance Company

Subscribed and sworn before me,  
this 24th day of March, 2021

Notary Public

OFFICIAL SEAL  
M. KENNY  
Notary Public - State of Illinois  
My Commission Expires  
12/04/2021
SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BRUCE M. ALLEN, GREG M. ALLEN, KAREN L. ALLEN, DIANE L. OTT AND KENNETH C. TURNER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s) in Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By

Erik Janssens, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of DECEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

On this 1st day of DECEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of March, 2022.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company
Bond Number NASIC-FL360

North American Specialty Insurance Company
State of New Hampshire

CONSENT OF SURETY

North American Specialty Insurance Company, INSURANCE COMPANY, State of New Hampshire

ably qualified to transact business in the state of Ohio

agrees that if

Axtell's Pavement Solutions LLC
261 Carey Road
Scott Township, PA 18433

is the successful Bidder for City of Dayton, Ohio - Dayton Wright Brothers Airport, Remove and Repaint Airfield

it as surety will provide the Bidder with all bonds as required

in the advertisement or in the specifications.

Signed, sealed and dated this 10th day of March, 2022.

North American Specialty Insurance Company

By
Bruce M. Allen, Attorney-in-fact
On this 10th day of March, 2022, before me personally came Bruce M. Allen to me known, who being by me duly sworn, did depose and say the he resides in West Chester, Pennsylvania that he is the Attorney-in-fact of North American Specialty Insurance Company, the corporation described in and which executed the within instrument; that he Bruce M. Allen knows the seal of said corporation; that seal affixed to said instrument is such corporate seal; that is so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of Ohio, and the said Tracy A. McCurry further said that she is acquainted with Bruce M. Allen and knows him to be the Attorney-in-fact of said company; that the signature of the said Bruce M. Allen subscribed to the within instrument is in the genuine handwriting of the said Bruce M. Allen and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said.

NOTARY PUBLIC OF New Jersey
Commission Expires 7/2/2026

[Signature]
Tracy A. McCurry, Notary Public
BID BOND

Amount $ ________________________

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, ___________________________ hereby certify that

Nick Axtell
(print name – an Officer of the company)

Axtell's pavement solution's
(company) 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: vp of operations

Date: 3-9-2022
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.

fringe benefits paid as cash thru payroll

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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.

WC Jones asphalt paving company

Wagman Inc
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

WC Jones Asphalt company

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.

None
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 ___, ss:

[Signature]

being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of [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.
- [X] Corporation organized and existing under the laws of the State of [Pennsylvania]
- [ ] 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: [Signature]

Title: [Title]

DANA MCNEILL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 80016
MY COMMISSION EXPIRES JAN. 28, 2025
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Putnam

Nick Axtell

states that:

(1) He/she is [Owner, partner, officer, representative, or agent] of
Axtell Farms
(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

Dana McNeill

TITLE

DANA MCNEILL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 80016
MY COMMISSION EXPIRES JAN. 28, 2025

3/10/22
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Dayton Wright brother airport remove and remark
NAME

Dayton Wright brothers airport
LOCATION

During the performance of this contract:
Axtell's pavement solution's
CONTRACTOR
261 Carey RD Scott twp, PA. 18433
ADDRESS

5708406428
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>11.5%</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>
<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

Axtell pavement solution's

that:

1. The following listed construction trades will be used in performance of this project.

Milling
Paving
remarking
Heavy Highway

a) as to those trades set forth in the preceding paragraph one herof, 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
PEP-CERTIFIED

Instructions for Bidders/Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract’s participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm’s participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder/Proposer’s Firm: Axtell pavement solutions
Address: 261 Carey RD
City: Scott Twp
State: PA
ZIP: 18433
Telephone: (570) 840-6428
Email: apsinc41@gmail.com
Primes Base Bid $397,370.00
Name of Project: Dayton Wright brothers airport remove and repaint

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones asphalt paving company
PEP-Certified Firm’s Tax ID#: 31-0965590
Scope of Work to Be Performed by Certified Firm: Mill and repave with p-403 designated area’s

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $84,620</td>
<td>% 21.3</td>
<td>$84,620</td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder/Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer’s Authorized Agent)

(Printed Name of Bidder/Proposer’s Authorized Agent)

(Title of Bidder/Proposer’s Authorized Agent) (Date)

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.
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

☑ Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

<table>
<thead>
<tr>
<th>% SBE</th>
<th>% MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
</tr>
</thead>
</table>

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

The Bidder/Proposer’s documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer’s documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms’ prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer’s standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.

5. Sought the Dayton MBAC’s assistance or used the services of community organizations; contractors’ groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

(Signature of Bidder/Proposer’s Authorized Agent)
Nick Axtell
(Printed Name of Bidder/Proposer’s Authorized Agent)

Axtell’s pavement solution’s

(Title of Bidder/Proposer’s Authorized Agent)

VP of operations

03/10/2022
(Date)
Executive Director

Expiration Date

4/12/2023

☐ Supplies

☐ Services

☐ Construction

☐ to provide

Minority Business Enterprise

MBE #12236

in the following certification categories:

Asphaltic Concrete, Hot Laid Including Blown-in Materials

Curbings, Driveways, Sidewalks

Asphalt Pavers, Maintenance and Repair

The Human Relations Council for the following work types has been determined eligible in the City of Dayton Procurement Enhancement Program by

W C Jones Asphalt Paving Company INC

Small Business Enterprise Certification
City Manager’s Report

From 2380 - Planning, Neighborhoods & Dev. / Director's Office
Name Joint Office of Citizen Complaints, Inc.
Address 11 W. Monument St., Suite 606
 Dayton, Ohio 45402

Date June 8, 2022
Expense Type Other, (See Description Below)
Total Amount $25,000.00 thru 12-31-2022

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-2380-1231-51 $25,000.00

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

Description

Contribution Agreement

The Department of Planning, Neighborhoods & Development is requesting approval to enter into a Contribution Agreement with the Joint Office of Citizen Complaints (Ombudsman’s Office) in the amount of $25,000.00.

The Ombudsman’s Office is a point of contact to receive and resolve public inquiries and concerns in an impartial, confidential, and non-litigious manner. In this capacity, they shall serve City of Dayton residents and customers by providing information, referrals, and investigative services to individuals who have contacted the Ombudsman’s Office with complaints regarding government services and/or operations. These services are free to the public and there are no eligibility requirements.

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

The funding source is the General Fund in the Director’s Office of Planning, Neighborhoods & Development.

The Agreement will commence upon execution and will expire on December 31, 2022.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
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>
<th>upon execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 25,000.00</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 25,000.00</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>$</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>

NO DRAFT DOCUMENTS PERMITTED

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

<table>
<thead>
<tr>
<th>Amount: $25,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: 10000 - 2380 - 1231 - 51 -</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
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</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: XXXX- XXXX- XXXX- XX - XXXX- XXXX</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Joint Office of Citizen Complaints/ Ombudsman's Office
Vendor Address: 11 W. Monument St., Suite 606 Dayton Ohio 45402
Federal ID: 31-0818787
Commodity Code: 95299
Purpose: Contribution to support the activities of the Ombudsman's Office that is responsible for investigating and helping to resolve citizen complaints regarding government services and/ or operations in an impartial, confidential and non-litigious manner.

Contact Person: Jill Bramini
Planning, Neighborhoods & Development/ Director's Office
Department/Division 5/26/2022 Date
Originating Department Director's Signature: E-SIGNED by Todd Kinskey on 2022-05-26 19:39:00 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: [Signature] 5/31/22 Date
CF Prepared by: 5/31/22 Date
CF/CT Number: CT22-3302

Finance Department
October 18, 2011
May 26, 2022

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

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

SUBJECT: Joint Office of Citizen Complaints, Inc. (Ombudsman’s Office) Agreement

The Department of Planning, Neighborhoods & Development recommends the approval of a contribution agreement with the Joint Office of Citizen Complaints, Inc. (Ombudsman). The contribution amount for 2022 is $25,000.00.

Under the terms of the 2022 Contribution Agreement, the Ombudsman’s Office will provide investigations and assistance to City of Dayton residents and customers regarding government services and/or operations. They will provide impartial, confidential, and non-litigious resolutions to customer complaints. The Ombudsman’s Office will also identify appropriate private or public partners to assist City residents and customers. The Ombudsman’s Office will also aid with non-governmental issues, such as eviction prevention, landlord-tenant complaints, and other emergency assistance.

New terms in the 2022 Contribution Agreement require the Ombudsman’s Office to provide the City with additional documentation, detailing the progress toward issue resolution, as well as a description of services provided to residents and customers. The Ombudsman’s Office is also required to provide the City with a summary of the most frequent issues for City of Dayton residents and customer.

For future funding requests after the 2022 Contribution Agreement expires, CDBG may be an appropriate source for the services offered by the Ombudsman’s Office. Pending funding availability, we will encourage the Ombudsman’s Office to apply through our CDBG Competitive Process in future years.

TK/hrb

C: Ms. Lofton; Mr. Parlette; Mr. Gondol; Ms. Browning; file
CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Contribution Agreement"), dated this __________ day of __________, 2022, is between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and the JOINT OFFICE OF CITIZEN COMPLAINTS, INC., a not-for-profit corporation existing under the laws of the State of Ohio ("Ombudsman").

ARTICLE I. SCOPE OF SERVICES

Ombudsman shall provide services described in "Exhibit A – Scope of Services" in a manner satisfactory to the City ("Services").

ARTICLE II. TERM OF CONTRACT

This Contribution Agreement shall commence upon execution by the City and shall terminate on December 31, 2022, or at such time as all funds hereunder are expended, whichever date occurs first.

ARTICLE III. PAYMENT

The City grants funds in the amount of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($25,000.00) to Ombudsman pursuant to this Contribution Agreement. Ombudsman shall submit a request for disbursement of funds to the City, and the City shall tender funds within thirty (30) days from receipt of the disbursement request.

ARTICLE IV. INDEPENDENT CONTRACTOR

By executing this Contribution Agreement, Ombudsman acknowledges and agrees that Ombudsman will be providing all Services to City as an "Independent Contractor." As an Independent Contractor for City, Ombudsman will be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Ombudsman will 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.

Ombudsman and its employees, agents, contractors and any persons retained to perform pursuant to this Contribution Agreement are not City employees and understand therefore, that they will not be entitled to, nor make any claim for, any of the emoluments of employment with the City. Further, Ombudsman will be solely responsible to withhold and pay, or cause such agents, contractors, and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Ombudsman acknowledges its employees are not public employees for Ohio Public Employees Retirement System ("PERS") purposes.

ARTICLE V. ASSIGNMENT

Ombudsman shall not assign any rights or duties under this Contribution Agreement without the prior written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge Ombudsman from any obligation under this Contribution Agreement. Notwithstanding the foregoing, nothing in this Contribution Agreement shall preclude Ombudsman from retaining the services of contractors, consultants and the assistance of other organizations in the performance pursuant to this Contribution Agreement.

ARTICLE VI. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Ombudsman 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 by Ombudsman that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Contribution Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof, entitling the City of Dayton to terminate this Contribution Agreement at its option.

ARTICLE VII. RECORDS TO BE MAINTAINED

Ombudsman shall keep accurate and complete records of activities pursuant to this Contribution Agreement. All costs and expenditures pursuant to this Contribution Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents, pertaining in whole or in part to this Contribution Agreement and shall be clearly identified, and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Ombudsman shall make available to the City and/or its designees all of its financial, personnel and employment records, with respect to this Contribution Agreement, and will permit the City and/or its designee to audit, examine, and make excerpts or transcripts from such records and shall arrange for independent audits of all contracts/agreements, invoices, materials, payrolls, records of personnel, conditions of employment, other financial data, and records/reports specified in Exhibit A. In performing any independent audit, Ombudsman shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

ARTICLE VIII. LIABILITY

The parties hereby agree to release each other from any and all liability that may be caused by or arise out of the wrongful and/or negligent conduct of the parties’ respective employees and agents in the performance pursuant to this Contribution Agreement. Notwithstanding, neither party hereby waives any available immunity under the law. This Article shall survive expiration and/or termination of this Contribution Agreement.

ARTICLE IX. TERMINATION

The City or Ombudsman may terminate this Contribution Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, or at any time upon mutual written agreement.

ARTICLE X. MEETINGS AND EVALUATION

Ombudsman shall meet with the City and/or its designees at such times designated by the City to review and discuss Ombudsman’s performance of this Contribution Agreement. Ombudsman shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Contribution Agreement, and will cooperate with the City in all respects concerning the review and monitoring of Ombudsman’s performance.

ARTICLE XI. PROJECT REPORTING

Within ninety (90) days after expiration or termination of this Contribution Agreement, Ombudsman shall submit a cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Ombudsman’s activities and outcomes pursuant to this Contribution Agreement. This Article shall survive termination or expiration of this Contribution Agreement.

ARTICLE XII. GENERAL PROVISIONS

A. Amendment

City or Ombudsman may request to amend this Contribution Agreement at any time. Upon mutual agreement to amend this Contribution Agreement, the amendment shall be reduced to writing, which shall
make specific reference to this Contribution Agreement, approved by the City’s Director of Planning and Community Development, signed by a duly authorized representative of the City and Ombudsman, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Waiver

A waiver by the City of any breach of this Contribution 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.

C. Notices and Communications

Any written notice, invoice or other communication required or permitted by this Contribution 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 herein. Such written communication or notice shall be addressed to:

City of Dayton
Dept. of Planning, Neighborhoods & Development.
101 W. Third St.
Dayton, Ohio 45402
Attn: Hilary Ross Browning
(937) 333-3754
Fax (937) 333-4281
Hilary.Browning@daytonohio.gov

Joint Office of Citizen Complaints
11 W. Monument Ave., Suite 606
Dayton, OH 45402
Attn: Diane Welborn
(937) 223-4613
Fax (937) 228-1183
welborn@dayton-ombudsman.org

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

D. Conflict of Interest

This Contribution Agreement shall not be interpreted or constructed as to preclude, prevent or restrict Ombudsman from agreeing or otherwise contracting with other parties aside from the City; provided, however, that such other contract work in no way impedes Ombudsman’s ability to perform pursuant to this Contribution Agreement.

Ombudsman represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect, in Ombudsman’s business. Ombudsman covenants that it presently 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 Contribution Agreement. Ombudsman will immediately report the discovery of any potential conflict of interest to the City.

E. Applicable Law/Venue

This Contribution 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 suit
regarding this Contribution Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

E. **Entire Agreement/Integration**
This Contribution Agreement represents the entire integrated Contribution Agreement between the City and Ombudsman. This Contribution Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Contribution Agreement.

G. **Political Contributions**
Ombudsman affirms and certifies that it complies with Ohio Revised Code Section 3517.13 limiting political contributions.

**IN WITNESS WHEREOF**, the City and Ombudsman, each by a duly authorized representative, have executed this Contribution Agreement as of the date first set forth above.

---

**CITY OF DAYTON, OHIO**

______________________________
City Manager

**JOINT OFFICE OF CITIZEN COMPLAINTS, INC.**

E-SIGNED by Diane Welborn
By: on 2022-05-26 17:21:59 GMT
Its: Joint Office of Citizen Complaints Inc.

**APPROVED AS TO FORM AND CORRECTNESS:**

5/26/2022

X John Musto for
City Attorney

Signed by: Musto, John

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

______________________________, 202_

Min. / Bk. _____ Pg. _____

______________________________
Clerk of the Commission
EXHIBIT A

Joint Office of Citizen Complaints
Scope of Services

Generally, the Ombudsman responds to individual complaints regarding government services and/or operations. Ombudsman’s services are free to the public, and there are no eligibility requirements. Ombudsman’s services are available to the public by telephone, mail, personal contact, local media, and via civic and educational meetings held during the year throughout the community.

Under the terms of this Contribution Agreement, Ombudsman shall use these funds to fulfill its mission for City of Dayton residents and customers in calendar year 2022. Ombudsman shall provide the following services to City of Dayton residents and customers:

- Investigate and assist in resolving complaints regarding government services and/or operations;
- Assist City of Dayton residents and customers in resolving complaints in an impartial, confidential, and non-litigious manner;
- Refer City of Dayton residents and customers to appropriate private and public organizations that can assist them in obtaining needed services;
- Assist City of Dayton residents with non-governmental issues such as emergency assistance, eviction prevention, and landlord-tenant complaints, according to available resources in the agency and in the community;
- Make connections between public and private agencies, and provide information about the public or private agency best suited to resolve the complaint or ameliorate the problem;
- Analyze complaints to identify patterns that may reveal systemic problems and convene those persons and/or agencies that can institute needed changes.

Under the terms of this Contribution Agreement, Ombudsman shall provide the following documentation to the City of Dayton by December 31, 2022:

- Summary report of the Ombudsman’s progress toward the services provided.
- The summary report shall include a detailed description of services provided to City of Dayton residents and customers, including descriptions of the most frequent complaints that City of Dayton residents and customers have.
- The Ombudsman shall provide detail of the number of individual complaints/requests received from City of Dayton residents and customers.
- The detail of each complaint should include the service date(s), services provided and whether there was a resolution to the issue. To ensure anonymity, the complaint should be given a unique identification number.
AN ORDINANCE

Authorizing the Sale of Certain Real Estate located in the City of Dayton for Development Purposes, and Declaring an Emergency.

WHEREAS, The British Transportation Museum (BTM), formerly known as the Society for the Preservation of British Transportation in America, desires to purchase City-owned real estate, further detailed in Exhibit A, for a proposed expansion project; and

WHEREAS, The British Transportation Museum is a non-profit corporation in good standing with the City of Dayton and is eligible to acquire vacant City-owned property; and

WHEREAS, The Mission of Mary Cooperative (MMC) desires to purchase the City-owned real estate, further detailed in Exhibit B, for a proposed expansion project; and

WHEREAS, The Mission of Mary Cooperative is a non-profit corporation in good standing with the City of Dayton and is eligible to acquire vacant City-owned property; and

WHEREAS, The disposition of the Properties has been recommended by the Director of Planning, Neighborhoods & Development, the officer of the City of Dayton having the supervision and management of such land; and

WHEREAS, The City Commission finds these sales to be in the public interest, in order to promote economic development, foster job creation, and improve the quality of life within the City of Dayton; and

WHEREAS, To allow for the transfers to be processed as soon as possible 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. The City Commission hereby accepts the British Transportation Museum’s offer to purchase certain real estate located at Hopeland Street, as described in Exhibit A.

Section 2. The City Commission hereby accepts the Mission of Mary Cooperative’s offer to purchase certain real estate located at 234 Hawker Street, as described in Exhibit B.

Section 3. The City Manager, or her designee, is hereby authorized to proceed with the sale of the real estate generally described in the attached Exhibit A to the British Transportation Museum, Exhibit B to the Mission of Mary Cooperative, and to execute any and all documents necessary to facilitate the transfer.
Section 4. The real estate described above shall be sold for the purposes set forth in the various preambles of this ordinance and for the consideration to be deposited into the following account:

REAL ESTATE DEVELOPMENT ACCOUNT
16304-2370-29301-41
BTM - NINE HUNDRED THIRTY-FIVE DOLLARS
($935.00)
MMC – ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS
($1,760.00)

Section 5. For the reasons stated in the preambles hereof, this Ordinance is declared to be an emergency measure and 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
May 23, 2022

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

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

SUBJECT: An Ordinance Authorizing the Sale of Certain Real Estate located in the City of Dayton

The Department of Planning, Neighborhoods & Development requests to approve an Emergency Ordinance authorizing the sale of real estate located at Hopeland Street to the British Transportation Museum (BTM) and the sale of real estate located at 234 Hawker Street to Mission of Mary Cooperative (MMC). The sale of these properties will help reduce the number of City owned parcels and help non-profit organizations further their goals and mission in the community. Both organizations currently maintain and use the properties; the transfers are in the mutual best interest of the entities and the City.

The BTM is a non-profit corporation, located at 321 Hopeland Street. BTM is a volunteer group for individuals who enjoy learning, driving, and displaying British sports cars, sedans, trucks, motorcycles, and bicycles. BTM is updating their building entrances and bathrooms to be ADA compliant and accessible for all visitors. BTM owns all the property bounded by Cincinnati Street, Concord Street, Durner Street and Hopeland Street except for three parcels within this block. One of the three remaining parcels is owned by the city. BTM has maintained the city owned parcel since 2018. Ownership of this property will allow BTM to host new community events.

Mission of Mary Cooperative is a non-profit corporation, which operates in and serves the Twin Towers neighborhood. MMC transformed uncultivated green spaces into vegetable gardens, and they share the harvest with their neighbors. They manage a network of six urban farming plots and grow over 100 different varieties of fruits and vegetables. The Hawker Street Garden was developed by MMC from 2013-2014 with the support of East End Community Services (EECS). Before this, it had been a garden for some time used by The Ohio State University (OSU) Extension in collaboration with St. Mary’s Catholic Church. MMC connected with EECS when the OSU Extension no longer was using the garden for programming. This allowed a natural transition for MMC to continue to garden at Hawker Street. The city owned parcel has been maintained by MMC since the garden was developed in 2013-2104 and MMC currently owns and maintains five adjacent parcels. This property will be used in the furtherance of MMC’s mission through maintaining a network of urban agricultural plots in the Twin Towers neighborhood, operating a two-tiered Community Supported Agriculture (CSA) program to support the low-cost food in the neighborhood, distributing food through local markets, and organizing volunteers to work in the gardens. Additionally, it will provide opportunities for experiential learning and applied research for University of Dayton, Dayton area Pre-K through 12th grade public and private schools, the community, and church groups.

We are requesting an emergency Ordinance with two readings over two meetings with the first reading on June 1, 2022. This will ensure the sale of these properties can be scheduled and transferred efficiently.

If you have any questions, please contact me at extension 4209 or Ashley Hatton at extension 3696.

TMK/ah

Attachments

C: Ms. Lofton; Mr. Parlette; Mr. Lipson; Ms. Browning; file
Exhibit A

Situated in the City of Dayton, County of Montgomery and State of Ohio, and bounded and described as follows, to wit;

And being part of Lot Numbered TWENTY-ONE THOUSAND FIVE HUNDRED FORTY-THREE (21543) of the consecutive numbers of lots on the Revised Plat of the said City of Dayton, Ohio, which said part is bounded and described as follows;

Beginning at the Northeast corner of said lot and on the West line of Hopeland Street, and running thence Southwardly with the Easterly line of said lot and the West line of Hopeland Street, Thirty-six and six hundredths (36.06) feet to the Southeast corner of said lot: thence with the South line of said lot Westwardly Ninety and eight tenths (90.8) feet to a point; thence Northwardly Thirty-two and five tenths (32.5) feet to a point on the North line of said lot a distance of One Hundred Six and Twenty-two tenths (106.22) feet Westwardly from the Northeast corner of said lot; thence Eastwardly with the North line of said lot one Hundred Six and Twenty-two hundredths (106.22) feet to the place of beginning.

PARCEL NO. R72 10107 0019

PROPERTY LOCATED AT: Hopeland Street, Dayton, Ohio

PRIOR DEED REFERENCE: SF/D-01-126521
Exhibit B

Situate in the County of Montgomery in the State of Ohio and in the City of Dayton and being Lot Numbered 8192 of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio, excepting 4 feet taken by parallel lines off the North said lot.

PARCEL NO. R72 02504 0012

PROPERTY LOCATED AT: 234 Hawker Street, Dayton, Ohio 45322

PRIOR DEED REFERENCES: SF/D-09-011403
A RESOLUTION

Withdrawing the Objection to the Issuance of
Liquor Permit No. 8861055, 1314 Wyoming Food
Mart LLC, 4023 Free Pike, Dayton, Ohio 45416;
and Declaring an Emergency.

WHEREAS, This Commission previously objected to the issuance of Liquor Permit
No. 8861055, 1314 Wyoming Food Mart LLC, 4023 Free Pike, Dayton, Ohio 45416, based
upon the recommendation of City departments; and,

WHEREAS, The City and Applicant have agreed to a Cooperation Agreement
outlining the Applicant’s relationship with the City; and,

WHEREAS, The Applicant has agreed to, among other things, cooperate with any and
all police investigations related to crime in and around the permit premises; abide by all federal,
state and local laws and regulations, including but not limited to Ohio liquor laws and
regulations; require adequate training to employees regarding proper maintenance and
operation of the permit premises; maintain the exterior premises free from trash, litter, and
other debris; remove any graffiti; require its employees to receive liquor permit-related
training; provide security camera footage to the Police Department upon request; and work
with the City to abate any nuisance that may arise as a result of its operation; and,

WHEREAS, This Commission deems it to be in the best interest of the City to
withdraw the City’s Objection to the Issuance of Liquor Permit No. 8861055 in light of the
execution of the Cooperation Agreement; and

WHEREAS, For the usual and daily operation of City departments and the immediate
preservation of public peace, property, health, and safety, it is necessary that this Resolution
take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission withdraws its objection to the issuance of Liquor
Permit No. 8861055, 1314 Wyoming Food Mart LLC, 4023 Free Pike, Dayton, Ohio 45416.

Section 2. That two (2) certified copies of this Resolution be sent to the Superintendent
of the Ohio Division of Liquor Control as soon as practicable.
Section 3. That for the reason set forth in the preamble, this Commission declares this Resolution to be an emergency and shall take effect immediately upon adoption.

ADOPTED 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
May 31, 2022

TO: Shelley Dickstein
City Manager

FROM: Barbara J. Doseck
City Attorney

SUBJECT: Liquor Permit Application No. 8861055 (NEW) C-1
1314 WYOMING FOOD MART LLC
4023 Free Pike, Dayton, Ohio 45416

Prior to the onset of the pandemic, the City objected to the issuance of the above-referenced liquor permit. Sometime before this permit was objected to, the City also objected to a C-2 (carryout wine) liquor permit at the same location. These objections were due to community opposition to the addition of another liquor-permitted establishment in that area and the perceived harms that it could possibly bring. Notably, the City won the C-2 objection at the Liquor Division hearing, but this decision was overturned by the Liquor Commission and the C-2 permit was granted to the applicant. Now the liquor hearing for the C-1 (carryout beer) permit is scheduled for June 2nd. Because the C-2 permit has already been granted by the Liquor Commission, and because the City has no new evidence to support an objection, it is likely that the State would award the C-1 permit that is the subject of this objection.

In the time since the aforementioned C-2 permit was granted by the Liquor Commission, Assistant City Attorney Adam Laugle and counsel for the applicant have discussed the concerns of the nearby residents. As a result, a Good Neighbor Agreement was drafted addressing the concerns of the neighbors, and the permit applicant has executed the same. The signed Good Neighbor Agreement and Resolution withdrawing the objection are enclosed with this Memorandum for your review. The Law Department recommends that the City execute the Good Neighbor Agreement, and that the enclosed Resolution be put on the City Commission’s agenda for a vote.

Based on the foregoing, the Law Department recommends that the Commission vote on this Resolution to withdraw its objection no later than the June 8, 2022 meeting. This measure must be passed as an emergency in order to submit the withdrawal legislation to the State prior to the liquor hearing. Should you have any questions or concerns, please do not hesitate to contact me or Assistant City Attorney Adam Laugle at x4106.

BJD/AML

Attachments

cc: Director & Chief Kamran Afzal
Assistant Chief Lt. Colonel Eric Henderson
V. Jackson, Comm. Engagement
A. Laugle, Law Dept.
COOPERATION AGREEMENT

This COOPERATION AGREEMENT ("Agreement") entered into this ___ day of __________, 2022, by and between the CITY OF DAYTON, Ohio, a municipal corporation whose mailing address is 101 W. Third Street, Dayton, Ohio, 45402, ("City"), and 1314 WYOMING FOOD MART LLC, 4023 Free Pike, Dayton, Ohio 45416 ("Owner"). The parties to this Agreement are collectively referred to as "Parties".

WHEREAS, The City has asserted an objection to the issuance of Liquor Permit No. 8861055 to Owner; and

WHEREAS, Owner has agreed to take steps the City believes may minimize neighborhood impact of its operations at 4023 Free Pike, Dayton, Ohio 45416 ("Subject Property"); and

WHEREAS, The Parties agree that they are committed to the peace and tranquility of residents of the neighborhood; and

WHEREAS, The City has agreed to dismiss its pending objection to issuance of the Liquor Permit, in consideration of the Parties’ execution of this Agreement and the terms provided herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Term. This Agreement shall commence on the date written above and shall terminate three years from said date or upon transfer of the Subject Property to a bona fide third party for value, unless terminated earlier pursuant to this Agreement.

2. Owner Responsibilities.
   a. General.
      i. Owner shall comply with all federal, state, and local laws and regulations in use and management of Subject Property.
      ii. Owner shall comply with all City of Dayton Housing and Zoning Ordinances, Regulations, and Requirements, to include all parking and use requirements (the "Regulations"). Owner shall remedy any actual violation of the Regulations and/or mitigate any such complaints expressed to it by the City.
      iii. Owner shall provide the DPD with accurate contact information for the Owner and Subject Property. Owner agrees to update this information within three (3) calendar days of any change.
   b. Training.
      i. Owner agrees that all employees working at the Subject Property shall be trained no less than once per calendar year regarding compliance with state and local laws and regulations regarding
liquor compliance. This training shall include, but is not limited to, topics related to proper serving of alcohol, avoidance of serving alcohol to underage and intoxicated persons, and similar topics related to owning and/or operating a liquor permitted premises in the State of Ohio.

ii. Should any violations of this Section 2.b. occur, Owner agrees to attend and/or send employees to additional training(s) as reasonably necessary to address the violation(s) at issue.

c. Property management and maintenance.
   i. Owner shall maintain any buildings, lots, and grounds in a fit and habitable nature, including but not limited to the trimming of grass/vegetation and upkeep of all improvements.
   ii. Owner shall remedy vandalism and graffiti within thirty (30) days, subject to delays caused by weather.
   iii. Owner and employees shall make sure that the Subject Property is cleared of litter, exterior trash, and debris, that trash receptacles are emptied and lined with new waste bags as necessary, and that any dumpsters are secured.
   iv. Owner shall install and maintain the current level of interior and exterior lighting. The City may request additional lighting consistent with and as required by City codes and Regulations.
   v. Owner shall maintain clear visibility into and out of any structures on the Subject Property, subject to the existing architectural components of the Subject Property.
   vi. Owner shall not allow loitering, alcohol or drug use, and aggressive pan handling on the Subject Property.

   i. Owner shall maintain functioning internal and external security cameras to maintain peace and security on the Subject Property.
   ii. Owner shall, at its own expense, install and maintain security cameras and lighting.
   iii. Staff at the Subject Property shall be advised that all observed criminal conduct on the Subject Property must be reported to the relevant law enforcement agency immediately.

3. Legal compliance.
   a. General.
      i. Upon receipt of Notice, Owner shall resolve or mitigate any actual violations of the relevant Regulations or terms of this Agreement within a commercially reasonable time. complaints from neighbors concerning its operations at the Subject Property; if the City receives complaints of any violation of the Regulations or terms of this Agreement, it will notify the Owner, and Owner shall take all
reasonable and necessary steps, as soon as practical, to resolve any complaints.

ii. Owner shall meet with City as necessary to discuss and address any concerns the City may have regarding the Subject Property and any incidents arising or related thereto.

b. Cooperation with law enforcement.

i. Owner agrees to take reasonable steps to cooperate with law enforcement to abate criminal activity in the proximity of the business, including but not limited to, reporting known illegal activity to law enforcement that Owner’s employees have witnessed on the Subject Property.

ii. Owner shall permit City, including its agents, to enter and inspect the Subject Property for the limited purpose of compliance with this Agreement during any of its business hours. Owner shall further permit City to enter and inspect outside of its business hours upon reasonable notice for the limited purpose of compliance with this Agreement. Nothing in this Agreement shall be construed to prohibit any other lawful entry by the City or its agents, or as a waiver of the Owner’s rights under the Ohio or United States Constitutions. Any entrance and inspection provided herein shall be limited and tailored to the purpose of ensuring compliance with this Agreement.

iii. Owner agrees that it will retain any audio and/or visual recordings for the time permitted by the storage and other capacities of the security equipment installed at the Subject Property but for no less than 24 hours, and upon notice of a violation of this Agreement, furnish any available copy to the City within forty-eight (48) hours of notice of any actual violation and receipt of a written request from the City. Owner may redact any video to the extent necessary to protect privacy interests of third parties, not including Owner or their employees, and shall retain an un-redacted copy for the City to subpoena for one-hundred eighty (180) days after it turns over the redacted video, if a redacted copy is provided.

c. Subpoenas.

i. Subject to any lawful objection, Owner shall encourage all employees to abide by issued subpoenas. Owner shall permit scheduled workers to comply with all lawful subpoenas and shall not deny time off or otherwise obstruct such subpoenas.

ii. Subject to any lawful objection, Owner shall be considered in breach of this Agreement if an individual owner, member, or managing partner fails to obey a subpoena.

4. Enforcement of Cooperative Agreement.
a. **Notice and Cure.** If the City believes this Agreement has been violated, the City will provide written notice of the breach to Owner. Owner shall have fourteen (14) calendar days to cure any actual violation of this Agreement, except that any illegal or criminal use of the Subject Property by the Owner or anyone under the Owner’s direct control, shall be cured immediately. Notwithstanding, Owner shall not be entitled to an opportunity to cure a failure to appear in response to a lawfully issued and served subpoena to the same.

b. **Relief.** If Owner is in breach of this Agreement and fails to remedy the breach within the specified time, City may file an action for specific performance of this Agreement as well as any other remedy that may be available at law or in equity.

5. **General Provisions.**

a. **Amendment.** The Parties may amend this Agreement with written mutual agreement. Amendments shall be reduced to writing, make specific reference to this Agreement, and be signed by duly authorized representatives of the Parties, and, if required, approved by the Commission of the City of Dayton, Ohio.

b. **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 purpose for which it is given without affecting the City’s rights with respect to any other or further breach.

c. **Notices and Communications.** Written notices, invoices, or other communication 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 herein. Such written communication or notice shall be addressed to:

```plaintext
City:  
City of Dayton – Law Department
101 W. Third St.
Dayton, Ohio 45402

Owner:  
1314 Wyoming Food Mart LLC
4023 Free Pike
Dayton, Ohio 45416

And
1314 Wyoming Food Mart LLC
7030 Poe Ave.
Dayton, Ohio 45414

And
Adam Florey
Florey Todd, LTD
5 E. Long Street, Suite 600
Columbus, Ohio 43215
```
Nothing contained in this section shall be construed to restrict transmission of routine communication between representatives of City and Owner.

d. **Entire Agreement/Integration.** This Agreement, including any exhibits incorporated by reference herein, represents the entire integrated Agreement between the Parties and supersedes prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject of this Agreement.

e. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Ohio. The Parties agree that the sole proper and appropriate forum for jurisdiction of any action, suit, or proceeding based on or arising out of this Agreement is the Montgomery County, Ohio, Court of Common Pleas.

f. **Interpretation.** The Agreement will be deemed drafted by all Parties and will not be interpreted in favor of any Party.

g. **Severance.** Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.

h. **Headings.** Section headings contained herein are inserted for convenience and shall not affect the meaning or interpretation of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have set their hands to this Agreement on the date designated above, and the undersigned represent that they are duly authorized to bind their respective parties to this Agreement

**CITY OF DAYTON, OHIO**

City Manager

****No Commission Action Required**

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

**1314 WYOMING FOOD MART LLC**

By:
A RESOLUTION

Approving Participation in the Region 8 Governance Structure Under the OneOhio Memorandum of Understanding.

WHEREAS, The City of Dayton, is a Local Government that has adopted and approves The OneOhio Memorandum of Understanding (“The Memorandum”), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio’s communities to help abate the opioid crisis, including allocations to Local Governments and Regions through a statewide Foundation; and

WHEREAS, the City of Dayton is a participant in Region 8 as established by The Memorandum; and

WHEREAS, Pursuant to The Memorandum each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the statewide OneOhio Recovery Foundation, Inc. Board and selection of projects to be funded from the region’s regional share; and

WHEREAS, Regions have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region; now, therefore,

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

Section 1. It is agreed that the regional governance structure for Region 8 will consist of a 12-member board of the individuals and organizations identified as community stakeholders for the Community Overdose Action Team as well as Local Governments & Businesses including representatives from:

City of Dayton (two representatives)
Another City, as identified by the Greater Dayton Mayors and Managers Association
Township, as identified by the Montgomery County Township Association
Village, as identified by the Village most affected by overdose deaths
Montgomery County Commissioner
Dayton Area Chamber of Commerce
Montgomery County Alcohol, Drug Addiction & Mental Health Services
Public Health - Dayton & Montgomery County
Criminal Justice Council
Greater Dayton Area Hospital Association
Individual with Lived Experience, as identified by the Community Overdose Action Team
Backbone Support
Section 2. That the Dayton Commission, subject to and effective upon the concurrence of a majority of Local Governments (counties, cities, villages, townships) in Region 8, hereby approves and enters into the regional governance agreement, and supports the designated Region 8 Representative appointed to the OneOhio Recovery Foundation, Inc. Board.

ADOPTED 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
Exhibit A

OHIO ABATEMENT STRATEGIES

Opioid-Related Definition:

Funds from any settlement dollars should be used to prevent, treat and support recovery from addiction including opioids and/or any other co-occurring substance use and/or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family and/or community level.

Ohio Abatement Strategy Overview

Similar to and including many national settlement strategies, to abate addiction in Ohio, we have created an abatement plan that includes three main components that will work collaboratively to address Ohio’s needs and also serve as a complement to and should be integrated with all other state and local government plans:

1. **Strategies for Community Recovery**: Included but not limited to prevention, treatment, recovery support and community recovery projects (examples include child welfare, law enforcement strategies and other infrastructure supports). These strategies have a hyper-local focus that allows communities to collaborate and expand necessary services to their community.

2. **Strategies for Statewide Innovation & Recovery**: Included but are not limited to strategies included in Community Recovery Component but also projects that promote statewide change and regional development for prevention, treatment, recovery supports and community recovery (examples include regional treatment hubs, drug tasks forces, data collection and dissemination). This component also includes research and development to understand how to better serve individuals and families in Ohio.

3. **Strategies for Sustainability**: Ohio’s addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Ohio’s state and local communities can build sustainable financing strategy and infrastructure to reverse the damage that has been done and prevent future epidemics and crises.
PART ONE: Community Recovery

Treatment
Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health condition.

Trauma-informed treatment services and support for individuals, their children and family members who have experienced trauma during their lives including trauma as a result of addiction in the family.

Expand access and support infrastructure developments for telemedicine / telehealth services to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight and quality assurance of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

Engage non-profits and faith community to uncover and leverage current community faith-based prevention, treatment and recovery support in partnership with medical and social service sectors.

Expand culturally appropriate services and programs that address health disparities in treatment for persons with mental health and substance use disorders, including for programs for vulnerable populations (i.e. homeless, youth in foster care, etc.); citizens of racial, ethnic, geographic and socio-economic differences, and new Americans to ensure that all Ohioans have access and treatment and recovery support services that meet their needs.

Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby healthcare providers can list locations for currently available in-patient and out-patient OUD treatment services that are both timely and accessible to all persons who seek treatment.

Ensure that each patient’s needs and treatment recommendations are determined by a qualified clinical professional. Offer training and practice support to clinicians on the American Society of Addiction Medicine (ASAM) levels of care (or other models) and the most effective methods of treatment continuation between levels of care for people with addiction including opioids and any other co-occurring substance use or mental health conditions and make all levels of care available to all Ohioans.

Early Intervention and Crisis Support
Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for addiction and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for mental health and substance use disorders.
Support work of Emergency Medical Systems, including peer support specialists, to effectively connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Create an intake and call center to facilitate education and access to treatment, prevention and recovery services for persons with addiction including opioids and any co-occurring substance use or mental health conditions.

Create a plan to meet the distinct needs of families of children and youths who experience severe emotional disorders and provide respite and support for these caregivers to reduce family crisis and promote treatment.

Create community-based intervention services for families, youth, and adolescents at-risk for addiction including opioids and any co-occurring substance use or mental health conditions.

Create school-based contacts who parents can engage with to seek immediate treatment services for their child.

Develop best practices on addressing individuals with addiction in the workplace, including opioids and any other co-occurring substance use or mental health conditions.

Implement and support assistance programs for healthcare providers with OUD and any co-occurring substance use disorders or mental health (SUD/MH) conditions.

**Address the Needs of Criminal-Justice Involved Persons**

Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) conditions.

Support pre-arrest diversion and deflection strategies for persons with addiction including opioids and any other co-occurring substance use or mental health conditions, including established strategies such as sequential intercept mapping and other active outreach strategies such as the Drug Abuse Response Team (DART) or Quick Response Team (QRT) models or other co-responder models that engage people not actively engaged in treatment.

Support pre-trial services that connect individuals with addiction including opioids and any other co-occurring substance use or mental health conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts for persons with addiction including opioids and any other co-occurring substance use or mental health conditions, but only if these problem-solving courts provide referrals to evidence-informed treatment, including MAT.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate services to individuals with addiction
including opioids and any other co-occurring substance use or mental health conditions who are incarcerated, on probation, or on parole.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate re-entry services to individuals with addiction including opioids and any other co-occurring substance use or mental health conditions who are leaving jail or prison or who have recently left jail or prison.

Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis substance use disorder/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

**Mother-Centered Treatment and Support**
Finance and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have addiction including opioids and any other co-occurring substance use or mental health conditions.

Training for obstetricians and other healthcare personnel who work with pregnant women or post-partum women and their families regarding treatment for addiction including opioids and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

Fund child and family supports for parenting women with addiction including opioids and any co-occurring substance use or mental health conditions.

Enhanced family supports and childcare services for parents receiving treatment for addiction including opioids and any co-occurring substance use or mental health conditions.

**Recovery Support**
Identify and support successful recovery models including but not limited to: college recovery programs, peer support agencies, recovery high schools, sober events and community programs, etc.

Provide technical assistance to increase the quantity and capacity of high-quality programs that model and support successful recovery.

Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users. To reduce stigma and to normalize a culture of recovery, government staff will be provided with onboarding and training that generates a cultural shift and provides all government employees with tool and resources to feel supported and to support colleagues who may be struggling with substance use disorder.
Convene community conversations and trainings that engage non-profits, civic clubs, the faith-based community, and other stakeholders in training and techniques for providing referrals and supports to those persons to family and friends struggling with substance use disorder.

Identify and address transportation barriers to permit consistent participation in treatment and recovery support.

Support the development of recovery-friendly environments in all sectors, schools, communities and workplaces to promote and sustain health and wellness goals. Put resources toward:

1. Supportive and recovery housing;
2. Supportive employment/jobs;
3. Certification of peer coaches, peer-run recovery organizations, recovery community organizations;
4. Crisis intervention and relapse prevention; and
5. Services and structures that support young people living a life in recovery including, recovery high schools and collegiate recovery communities.

Prevention
Invest in school-based programs that have demonstrated effectiveness in preventing drug misuse and that appear promising to prevent the uptake and use of opioids. Investment in school and community-based prevention efforts and curriculum that has demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, misuse, early alcohol use, and suicide attempts.

Assist coalitions and community stakeholders in aligning state, federal, and local resources to maximize procurement of school and community education curricula, programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, aging and elderly community members and others in an effort to build a comprehensive prevention and education response that addresses prevention across the lifespan.

Invest in environmental scans and school surveys to identify effective prevention efforts and realign prevention and treatment responses with those emerging risk factors and changing patterns of substance misuse.

Fund community anti-drug coalitions that engage in drug prevention efforts and education.

Prevent Over-Prescribing of Opioids and Other Drugs of Potential Misuse
Training for healthcare providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

Continuing Medical Education (CME) on prescribing of opioids and other drugs of concern.
Support for non-opioid pain treatment alternatives, including training providers to offer or refer patients to multi-modal, evidence-informed treatment of pain.

Development and implementation of a National Prescription Drug Monitoring Program (PDMP) – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to: a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for healthcare providers relating to opioid use disorder (OUD) and other drugs of concern.

**Prevent Overdose Deaths and Other Harms (Harm Reduction)**

Increase availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, community-based service providers, social workers, and other members of the general public.

Promote and expand naloxone strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then engaged and retained in evidence-based treatment programs.

Provide training and education regarding naloxone and other drugs that treat overdoses for first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, and other members of the general public.

Develop data tracking software and applications for overdoses/naloxone revivals.

Invest in evidence-based and promising comprehensive harm reduction services and centers, including mobile units, to include; syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

**Services for Children**

Review the continuum of services available to Ohio’s youths, young adults, and families to identify gaps and to ensure timely access to appropriate care for Ohio’s youngest citizens and their parents.

Fund additional positions and services, including supportive housing and other residential services to serve children living apart from custodial parents and/or placed in foster care due to custodial opioid use.

Expand collaboration among organizations meeting the prevention, treatment, and recovery needs of Ohio’s young people and organizations serving youths, such as Boys & Girls Clubs, YMCA’s and others. Support the growth of recovery high schools, collegiate recovery communities, and alternative peer groups for youths recovering from mental illness and substance use disorders.
**First Responders (EMS, Firefighters, Law Enforcement and other criminal justice professionals)**

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/department collaboration and other public safety expenditures relating to the opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Training public safety officials and responders safe-handling practices and precautions when dealing with fentanyl or other drugs.

Provide trauma-informed resiliency training and support that address compassion fatigue and increased suicide risk of public safety responders.

**Workforce**

Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships/loan forgiveness for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field for continuing educations licensing fees.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Training for healthcare providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists to support treatment and harm reduction.

Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

**PART TWO: Statewide Innovation & Recovery**

**Leadership, Planning and Coordination**

Provide resources to fund the oversight, management, and evaluation of abatement programs and inform future approaches.

Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for prevention, treatment, and/or services.
A government dashboard to track key opioid-and addiction-related indicators and supports as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for capacity building and sustainability.

**Stigma Reduction, Training and Education**

Commission statewide campaigns to address stigma against people with mental illness and substance use disorders. Stigma and misinformation deeply embed the deadly consequences of Ohio’s public health crisis. These prevent families from seeking help, fuel harmful misperceptions and stereotypes in Ohio communities, and can discourage medical professionals from providing evidence-informed consultation and care. Ohio’s campaign to end stigma should include chronic disease education; evidence-based prevention, treatment, and harm reduction strategies; stories of recovery; and a constant reframing of mental illness and addiction from a personal moral failing to a treatable chronic illness.

Coordinate public and professional training opportunities that expand the understanding and awareness of adverse childhood experiences (ACEs) and psychological trauma, effective treatment models, and the use of medications that aid in the acute care and chronic disease management of both mental illness and addiction.

Strengthen the citizen workforce by providing community-based trainings, such as Mental Health First Aid, Crisis Intervention Training, naloxone administration, and suicide prevention. These best practice trainings should be allowable as Continuing Education Units for professional development and when offered in an educational setting, provide academic credit.

Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service Medication-Assisted Treatment.

Training for emergency room personnel treating opioid overdose patients on post-discharge planning. Such training includes community referrals for MAT, recovery case management and/or support services.

Public education relating to drug disposal.

Drug take-back disposal or destruction programs.

Public education relating to emergency responses to overdoses.

Public education relating to immunity and Good Samaritan laws.

Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
Invest in public health education campaigns that inform audiences about the ease of contraction of hepatitis C, and that engage persons at-risk to receive testing and treatment.

Convene and host community conversations and events that engage local non-profits, civic clubs, and the faith-based community as a system to support prevention.

Fund programs and services regarding staff training, networking, and practice to improve staff capability to abate the opioid crisis.

Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with addiction including opioids and/or any other co-occurring substance use and/or mental health conditions (e.g. behavioral health prevention, treatment, and recovery services providers, healthcare, primary care, pharmacies, PDMPs).

Support community-wide stigma reduction regarding accessing treatment and support for persons with substance use disorders.

**RESEARCH**

Ensuring that funding is flexible to invest in short and long-term research and innovation projects that embrace new advances, technology and other strategies that meet the needs of Ohioans today and in the future.
A RESOLUTION

Authorizing the City Manager to Accept Federal Fiscal Years 2022 and 2023 Federal Aviation Administration Airport Terminal Program (ATP) Grants from the United States Department of Transportation for Airport Infrastructure and Terminal Improvements at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Forty-Five Million Dollars and Zero Cents ($45,000,000.00).

WHEREAS, The United States Congress enacted the Infrastructure Investment and Jobs Act (H.R. 3684) Public Law 117-58, referred to as the Bipartisan Infrastructure Law (BIL), which is designed to provide grants for airport infrastructure and terminal improvements; and,

WHEREAS, The City of Dayton owns, operates, and maintains the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport; and,

WHEREAS, The local Airport Improvement Program at the James M. Cox International Airport and Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, airfield and terminal improvements, land acquisition, master planning, equipment purchases, environmental study, safety, security, and other aviation-related projects; and,

WHEREAS, These projects will be funded by the United States Department of Transportation through the Bipartisan Infrastructure Law (BIL) Airport Terminal Program (ATP) Grants in an aggregate amount not to exceed Forty-Five Million Dollars and Zero Cents ($45,000,000.00), with an aggregate local cash match of eligible costs not to exceed Two Million Three Hundred Sixty-Nine Thousand Dollars and Zero Cents ($2,369,000.00) to be provided by City of Dayton Department of Aviation funds; and,

WHEREAS, As a result of the United States Department of Transportation and the Federal Aviation Administration’s proclivity to make ATP Grants needing immediate action, it is necessary to authorize the City Manager to accept the award of all AIG Grants on behalf of the City of Dayton during Federal Fiscal Years 2022 and 2023; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept ATP Grants awarded by the United States Department of Transportation acting through the Federal Aviation Administration during Federal Fiscal Years 2022 and 2023 in
an aggregate amount not to exceed Forty-Five Million Dollars and Zero Cents ($45,000,000.00), with an aggregate local cash match of eligible costs by the City of an amount not to exceed Two Million Three Hundred Sixty-Nine Thousand Dollars and Zero Cents ($2,369,000.00), for the following Airport Improvement Program projects at the James M. Cox Dayton International Airport or the Dayton-Wright Brothers Airport: (a) pavement rehabilitation and related improvements, (b) airfield and terminal improvements, (c) land acquisition, (d) master planning, (e) equipment purchases, (f) environmental study, (g) safety, (h) security, and (i) other aviation-related projects.

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
May 23, 2022

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

FROM: Gilbert Turner, Director of Aviation
Department of Aviation

SUBJECT: Resolution—Bipartisan Infrastructure Law-Airport Terminal Program Grant
FY22-23

The Department of Aviation submits the attached Resolution for Commission approval. This Resolution, reviewed by the Law Department, is needed to ensure that the City can take immediate action to receive funding from the Federal Aviation Administration ("FAA") under the newly established Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021, referred to as the Bipartisan Infrastructure Law (BIL) for projects at the Dayton International Airport and Dayton-Wright Brothers Airport for FY22-23.

Congress passed the BIL in November 2021; a once-in-a-generation investment in the nation’s infrastructure. The ATP grants provide $1 billion annually over the next 5 years for airport-related projects that will modernize aging airport terminals and infrastructure to make them safer and more sustainable.

The ATP grants are competitive, Dayton International Airport will compete with small hub airports for $200 million in ATP grants annually over the next 5 years for airfield & airport terminal development projects. Grants awarded will be 95% ATP Grant and 5% local match of eligible costs.

The Department of Transportation’s Notice of Funding Opportunity (NOFO) for the ATP grants was received on February 22, 2022, with an application deadline of March 28, 2022 for projects to be considered for the first year of funding in FY22. The Airport submitted an application on March 28, 2022 for a Terminal Project that includes the renovation of Concourse’s A & B. Attached is a copy of the NOFO and the Airport grant application.

If the Airport’s project is selected, this Resolution allows the City to meet the narrow timeline prescribed by the FAA for execution of the required agreement(s) to receive federal funds for Airport projects. As is common practice with grants issued by the FAA, there is often a short turnaround time in which to execute an agreement.
May 23, 2022
SUBJECT: Resolution-Bipartisan Infrastructure Law-Airport Terminal Program Grant FY22-23
Page 2

To be proactive and capture as much ATP grant funding as possible for Airport projects, this Resolution allows the City Manager or her designee, to execute any documentation or agreements to timely react to the immediacy needed to secure funds under this program.

As always, please contact me at 454-8212 if additional information is needed.

Encl.

cc: Ms. Lofton
    C. Loritts
    File
A RESOLUTION

Honoring the 3500 block of Roejack Drive as “Nevora Parker Way.”

WHEREAS, An application has been made by Jeri Birnbaum, Memorial Committee Chair, Pineview Neighborhood Association, to honorarily designate the 3500 block of Roejack Drive as “Nevora Parker Way” for a two-year period due to her service and contributions to the Pineview community; and

WHEREAS, Mrs. Parker was a leader in the Pineview community, serving as the Pineview Neighborhood Association Treasurer for many years, advocating for the beautification of Lakeside, and helping to organize annual neighborhood clean-ups; and

WHEREAS, Mrs. Parker was recognized for her hospitality, giving and serving, wisdom, and encouragement. She was a selfless caretaker and was known as “Granny Parker” and “Mom Parker” to many; and

WHEREAS, The Honorary Designation of Roejack Drive is within the Pineview neighborhood and is the street in which Mrs. Parker resided for many years; 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 May 10, 2022, reviewed the proposal, Case PLN2022-00124, and recommended approval of the two-year designation; now, therefore,

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

Section 1. The 3500 block of Roejack Drive is honorarily designated as Nevora Parker Way for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official name of Roejack Drive is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted 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
May 23, 2022

TO: Regina Blackshear, Clerk of Commission

FROM: Susan Vincent, Secretary
City Plan Board

SUBJECT: Two-Year Honorary Designation for “Nevora Parker Way” on June 1, 2022,
City Commission Calendar

Plan Board Case PLN2022-00124

I am requesting that a resolution be placed on the June 1, 2022, City Commission calendar to establish a
two-year honorary designation for the 3500 block of Roejack Drive as “Nevora Parker Way.” The
official/legal name of Roejack Drive will remain. A second reading and vote on the resolution is planned
for the June 8, 2022, City Commission meeting. If approved on June 8, 2022, the effective date of the
resolution will be July 8, 2022.

Staff and Plan Board have found the designation to be appropriate. Mrs. Parker was a leader in the
Pineview community, serving as the Pineview Neighborhood Association Treasurer for many years. She
advocated for the beautification of Lakeside and helped to organize annual neighborhood clean-ups. Mrs.
Parker was recognized for her hospitality, giving and serving, wisdom, and encouragement. She was a
selfless caretaker and was known as “Granny Parker” and Mom Parker” to many.

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.

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 Abigail
Free at x3635. Thank you.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Ms. Hollingsworth, Case File
City of Dayton
City Plan Board

Decision Memorandum

May 17, 2022

Pineview Neighborhood Association
c/o Jeri Birnbaum, Nevora Parker Memorial Chair
3334 Forest Avenue
Dayton, OH 45417

PLN2022-00124; Establish a 2-year Honorary Designation for 3500 block of Roejack Drive as “Nevora Parker Way.” The official name of Roejack Drive will remain.

Meeting Date: May 10, 2022
Decision: Recommended Approval

The City Plan Board recommended City Commission approval of case PLN2022-00124. The resolution to approve the honorary designation for “Nevora Parker Way” will be scheduled for City Commission consideration as part of the Wednesday, June 1, 2022, City Commission agenda. This meeting will begin at 6:00 PM and will be held in the City Commission Chambers on the second floor of City Hall.

The June 1, 2022, City Commission meeting will include a first reading of the resolution to approve the honorary designation. A first reading means that the resolution has been introduced for consideration. It is on the City Commission calendar/agenda for the first time and the City Commission Clerk will read the title of the resolution aloud as a calendar/agenda item. At this meeting you and others may speak in support of the honorary designation. Anyone who wishes to speak must register to do so before the meeting begins at 6:00 PM. Speaker registration forms are available outside the City Commission Chambers 30 minutes prior to the start of the meeting.

At the Wednesday, June 8, 2022, City Commission meeting, the City Commission will have a second reading of the resolution to approve the honorary designation. This means that the resolution is on the City Commission calendar/agenda for a second time. The Commission Clerk will read the title of the resolution aloud as a calendar/agenda item and the City Commission will then vote to approve the resolution. It is not necessary for you to attend the June 8th City Commission meeting. If you wish to attend, this meeting begins at 8:30 AM and is held in the City Commission Chambers on the second floor of City Hall. Once approved on June 8, 2022, the resolution will be effective thirty days later which is July 8, 2022.

Once the honorary designation is approved by the City Commission, sometime between June 8th and July 8th, City of Dayton staff will arrange for the honorary street designation signs to be fabricated and installed. An extra sign will be given to you.

Please contact Abigail Free at abigail.free@daytonohio.gov or 937-333-3635 if you have any questions.

Sincerely,

Susan Vincent, Secretary
City Plan Board

c: Decision Memorandum Distribution List
7. PLN2022-00124—Honorary Designation – Nevora Parker Way

Applicant: Jeri Birnbaum, Memorial Committee Chair, Pineview Neighborhood Association
Land Use Board: West
Planning District: Pinewood
Decision: Approved

Staff Comments
Abigail Free presented the staff report. The Honorary Designation will establish the 3500 block of Roejack Drive as “Nevora Parker Way.” The official name of Roejack Drive will remain. It is proposed to be a two-year honorary designation.

Nevora Parker lived in the Pineview neighborhood and helped to establish the neighborhood association in 1981 and served as Treasurer and Street Coordinator Chair for many years. She was a strong community advocate and helped to organize the annual Pineview neighborhood clean-up day. Also, she worked tirelessly to see Lakeside Park area revitalized and beautified. She was a selfless caretaker, with gifts of hospitality, giving, serving, wisdom and encouragement. She was known to many as Granny Parker or Mom Parker.

On September 15, 2021, Pineview Neighborhood Association held a memorial picnic in remembrance of Mrs. Nevora Parker. The picnic was phase one of their tribute to her life and legacy. Phase 2 is the approval of the Honorary Street Designation or Roejack Drive as Nevora Parker Way.

Ms. Free showed photos of the memorial picnic and photos of Mrs. Parker in community leadership activities. A map showed the location of Roejack Drive as well as the petitions received totaling 53% of the property owners. Photos of the street signs at the intersection of Roejack at Ernroe and Forent are where the honorary signs will be installed.

Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and 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.
   Nevora Parker lived at 3512 Roejack Drive, within the Pineview neighborhood.

b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.
   Roejack Drive is not an arterial street.

c. There shall be only one honorary designation per facility or right-of-way.
   There is no current designation for Roejack Drive.
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.
   1. A person(s) who has made specific and sustained contributions to an organization located in or in proximity to the facility.

   **Nevora Parker was an activist, Pineview neighborhood leader, and mother figure to many spanning more than 60 years.**

   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.

   **This is the only (first) request for honorary designation for Nevora Parker and for Roejack Drive.**

Mr. Free received a letter of support from the Pineview neighborhood association and there were no objections from Police or Fire.

**Public Comments**
Jeri Birnbaum, Applicant, Pineview neighborhood association, recounted her memories growing up in the area; of a little girl experiencing Lakeside Park and the VA (Soldiers Home). Mrs. Nevora Parker helped to share the historical significance and memories of the area. She helped to secure good relations with the Dayton Police. Her greatest achievements were to revitalize Lakeside and the neighborhood hopes to continue to beautify and maintain the space. Mrs. Nevora Parker was like a mother to her.

Mr. Kinskey added that he met Mrs. Parker at the Neighborhood Presidents Forum. She was pleasant and shared a connection to Portsmouth, Ohio where he grew up as well. She was a great public servant to the community.

**Board Discussion**
None

**Board Action**
A motion was made by Ms. Schenking and seconded by Mr. Sauer and carried to recommend approval of the proposal to give a two-year honorary designation of “Nevora Parker Way”) to the 3500 block of Roejack Drive because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

<table>
<thead>
<tr>
<th>Mr. William Allen</th>
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<th>Mr. Matt Sauer</th>
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<tr>
<td>Dr. Julius Beckham</td>
<td>Yes</td>
<td>Ms. Ann Schenking</td>
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<td>Ms. Rosalyn Miller</td>
<td>Yes</td>
<td>Mr. Greg Scott</td>
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<td>Ms. Geraldine Pegues</td>
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Minutes approved by the City Plan Board on June 14, 2022.

Susan Vincent, Secretary
City Plan Board
May 10, 2022

CITY PLAN BOARD REPORT

Case: PLN2022-00124

Establish an Honorary Designation for 3500 block of Roejack Drive as “Nevora Parker Way.” The official name of Roejack Drive will remain. It is proposed as a two-year honorary designation.

Applicant:

Jeri Birnbaum
3334 Forent Avenue
Dayton, OH 45417

Land Use Board: West

Neighborhood: Pineview

Background: A request for an two-year honorary designation for the 3500 block of Roejack Drive as "Nevora Parker Way" to honor Ms. Parker's role as an activist and Pineview neighborhood leader, spanning more than 60 years of service to the community. Roejack Drive starts as a transition from Derbyshire Drive and dead ends where La Salle Drive transitions into Forent Avenue.

Taken from her obituary: Nevora Tubbs Parker, age 86 of Dayton, Ohio completed her earthly journey on March 23, 2020, and went home to be with her Lord and Savior, Jesus Christ. She was born in Portsmouth, Ohio on August 3, 1933 to the late Reverend Isaiah and Nancy Tubbs.

Nevora, graduated from Portsmouth High School (1951). She attended Ohio State University in Columbus, Ohio. She received her degree as a Licensed Practical Nurse, and worked at several Dayton hospitals (St. Elizabeth, Kettering Memorial and Dayton VA Hospital). She also worked for many years at NCR. She was an Office Manager/Bookkeeper for Martin Construction Company and then later for Boyd Construction Company.

Nevora accepted Christ at an early age. She was a faithful member of Mt. Olive Baptist Church for nearly 60 years. She served on the Missionary Board, Food Pantry and Children’s Church Ministries. She was a member of Equity Chapter No. 102 order of Eastern Star.

Nevora was a sports enthusiast, she especially loved football, basketball, tennis and track. She was a devoted Pineview Neighborhood Association member, serving as Treasurer and Street Coordinator Chair for many years. Mrs. Parker was a strong community advocate.

Nevora possessed the gifts of hospitality, giving, serving, wisdom and encouragement. She was a selfless caretaker for several friends. She enjoyed being Granny Parker to many children and Mom Parker to many adults. She was generous with her laughter, smiles, hugs and “love you more”.

Taken from the application: On the 15th of September 2021, Pineview Neighborhood Association (PNA) held a memorial picnic in remembrance of Mrs. Nevora Parker who passed in March 2020. This was phase one of our tribute to the life and legacy of Mrs. Parker.

The PNA was established in 1981, and Mrs. Parker’s leadership played a vital role in the stability and safety of our community organization. She held the office of treasurer for many years. Through her
dedication and excellent record keeping of funds received and outgoing, and her guidance of the various charitable projects, the PNA exceeded all expectations for a community led organization.

Mrs. Parker, along with Geraldine Moran organized the annual PNA neighborhood clean-up day. When the state allowed US 35 to cut across our neighborhood, Mrs. Parker worked tirelessly to see the neighborhood vision of a revitalized ‘Lakeside’. The city created a fishing dock and picnic area on the lake that connects to Lakeview Ave. The neighborhood clean-up committee continued functioning for the beautification of this precious landmark.

An Honorary Street Designation for Nevora Parker on Roejack Drive will allow the neighborhood to remember dedication and love Mrs. Parker shared for the Pineview community. The Honorary Street Designation will complete phase two of Pineview’s memorial to Mrs. Nevora Parker.

**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:**
All Property Owners on Roejack Drive
Affected Property Owners along Forent Avenue & Enroe Drive
City of Dayton Public Works
City of Dayton Police Department
City of Dayton Fire Department

**Impacts and Comments:**
There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of Roejack Drive. The honorary designation will be recognized by separate street signs posted above the Roejack Drive signs. Thirty homes have frontage along Roejack Drive. Staff has received 16 signed petitions which reflects 53.33% of property owners.

The Departments of Public Works, Fire, and Police have stated no objections to the designation.

**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.**

   Nevora Parker lived at 3512 Roejack Drive, within the Pineview neighborhood.

b. **The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.**
Roejack Drive is not an arterial street.

c. **There shall be only one honorary designation per facility or right-of-way.**

There is no current designation for Roejack Drive.

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.

Nevora Parker was an activist, Pineview neighborhood leader, and mother figure to many spanning more than 60 years.

c. **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.**

This is the only (first) request for an honorary designation for Nevora Parker and for Roejack Drive.

**Recommendation:**
The determination and findings set forth in Resolution 5014-99 can be met by this request for Nevora Parker Way. Staff recommends approval of the Honorary Street Designation.

**Alternatives:**
1. Recommend approval of the proposal to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

2. Recommend an alternate proposal.

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.

**Attachments:**
Aerial map
Map of Petitions received from abutting property owners
Jeri Birnbaum
3334 Foren Ave.
Dayton, Ohio 45417
Pineview Neighborhood Association

23 March 2022

Land Use Board
% Rachel Hardenbrook
101 W. Third Street
Dayton, Ohio

Dear Ms. Hardenbrook

The Pineview Neighborhood Association is requesting an Honorary
Designation in the name of Nevora Parker be placed on the 3500 block of
Roejack Dr., Dayton, Ohio, 45417. Mrs. Parker was a neighborhood
leader/activist residing in Pineview for over sixty years. Her dedication to the
continued improvements and safety of our community is bar none.

Pineview, historically, is one of the first black suburbs in this country. Many
of our city and state leaders are from our neighborhood. Don Crawford, the
first Afro-American to sit on the Dayton City Commission, is from here. Mr.
Lloyd Lewis (Ohio House of Representatives) and his wife, Evelyn and family
also resided in Pineview. In fact, I am reminded of the words spoken to me
at one of our now, historic block parties, by Mr. Lloyd to, “remember to check
out” the Nutter Center and continue to support our “city beautiful”

I along with our President Lisa Parker, Herbert Burton, Julia Capers (founding
member of PNA) and the rest of our membership, thank you for considering
Mrs. Nevora Parker for an Honorary Designation.

Sincerely,

ES Jeri Birnbaum

Jeri Birnbaum
Chairman, Nevora Parker Memorial Committee
Roejack Drive

Forent at Roejack
HONORARY DESIGNATION APPLICATION

Honoree(s): Mrs. Nevora Parker

Instructions
Complete this application and submit it along with the required fee and attachments to:

Department of Planning, Neighborhoods & Development
 c/o Dayton Plan Board (6th Floor)
 101 W. Third St.
 Dayton, OH 45402

The designation must be endorsed by a member of the City Commission, the City Plan Board, or a Land Use board prior to the required pre-application meeting with Planning staff. The designation shall be confined to a facility or right-of-way within the vicinity of the home, business, or location associated with the honoree(s). The designation shall not be an Arterial as listed on the Official Thoroughfare Plan. There shall be only one designation per facility or right-of-way. Before pursuing an Honorary Designation, the applicant should consider the City’s preferred methods of honoring groups and individuals, including donations to programs and projects; a proclamation; naming of neighborhood or community festivals; planting trees or other living memorials; placement of pieces of art, benches, and similar objects in public or private spaces; and community service awards of the Dayton volunteers program.

By signing below, you certify that the information contained in this application and all attachments is true and correct. Applications that are not complete or are illegible will be returned to the applicant and will not be scheduled for public hearing. Incomplete applications shall be a basis for denial. Submit all application materials by the 30-day deadline, and you will be placed on the agenda for the next available public hearing. Your application will be reviewed by Planning Staff in consultation with the City Commission Office. For more information and a complete list of deadlines, visit www.daytonohio.gov/952/Plan-Board-Process. If you have questions or would like to schedule a pre-application interview, please call Plan Board Secretary Susan Vincent at (937) 333-3683.

Applicant (Contact Person) Information
Full Name: Jeri Birnbaum
Address: 3334 Forent Ave.
Street Address
Dayton
Ohio
City
State
ZIP Code
Phone: 937 422-0111
Email: Jeribirnbaum@gmail.com

Description of Designation
Proposed Facility or Right-of-way for Designation: Sign: Honorary - Roejack Dr.
Length of Time the Designation Shall Be in Effect: Indefinite

Submission Date: March 22 2022

Signature: 
Date: 22 March 2022
Summarize the reasons for the designation*

On the 15th of September 2021, Pineview Neighborhood Association held a memorial picnic in remembrance of Mrs. Nevora Parker who passed in March 2020. This was phase one of our tribute to the life and legacy of Mrs. Parker.

The PNA was established in 1981, and Mrs. Parker’s leadership played a vital role in the stability and safety of our community organization. She held the office of treasurer for many years. Through her dedication and excellent record keeping of funds received and outgoing, and her guidance of the various charitable projects, the PNA exceeded all expectations for a community led organization.

Mrs. Parker along with Gertrude Moran organized the annual PNA neighborhood clean-up day. When the state allowed US 35 to cut across our neighborhood, Mrs. Parker worked tirelessly to see the neighborhood vision of a revitalized “Lakeside”. The city created a fishing dock and picnic area on the lake that connects to Lakeview Ave. The neighborhood clean-up committee continued functioning for the beautification of this precious landmark.

We could go on and on about the daily contributions of Mrs. Parker’s commitment to our neighborhood and community as a whole. We are asking that a Honorary Designation be placed in Mrs. Nevora Parker’s name on Roejack Dr. in our Pineview homes. This will help us to never forget the dedication and love Mrs. Parker shared with us. Through her enthusiasm and warmth we were not only neighbors, but becoming much more as friends and family. This completes phase two of our memorial to Mrs. Nevora Parker.

Submission Checklist

All materials submitted as part of this application and presented at the public hearing must be retained as part of the public record and cannot be returned. Applicants are encouraged to keep a copy of all items for their records.

- Completed and Signed Designation Application
- Map Specifying Location of Designation
- Petition Supporting the Designation Signed by 51 Percent of Abutting Property Owners
- Copy of Letter from Land Use Board(s)
- Copy of Letter from Neighborhood Association(s)
- Additional Materials as Needed (e.g. letters of support, photos, etc.)
- Designation Application Fee: $500 (check or money order payable to City of Dayton)

*Should you require extra pages to provide an adequate description, please attach them to this document.
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "Devora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, [Name of Owner] am the owner of the property at

3513 Roejack Dr Dayton OH 45417

(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 "Devora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

[Signature of Property Owner] 8/14/21

(Printed Name of Property Owner)

3513 Roejack Dr

(Printed Mailing Address of Property Owner)

Dayton OH 45417

(City, State, Zip Code of Property Owner)
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of
“Nevarra Parker Way” to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, ____________________________ am the owner of the property at

(Name of Owner)

3524 Roejack Dr.

(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
“Nevarra Parker Way” to Roejack Drive between Forent Avenue and Ernroe Drive.

______________________________
Signature of Property Owner

8-19-21
Date Signed

James R. Mitchell Sr.

Printed Name of Property Owner

630 S. Gettysburg Ave.

Printed Mailing Address of Property Owner

Dayton Ohio 45417
City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of “NEVRA PARKER Way” to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, [Name of Owner], am the owner of the 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 “NEVRA PARKER Way” to Roejack Drive between Forent Avenue and Ernroe Drive.

[Signature of Property Owner] [Sept. 15, 2021] 

[Printed Name of Property Owner]

[Printed Mailing Address of Property Owner]

[City, State, Zip Code of Property Owner]
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "Nevora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Bessie Williams, am the owner of the property at

3533 Roejack Dr.

(Name of Owner)

(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 "Nevora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive. Nevora Parker

Bessie Williams

Signature of Property Owner

8/14/21

Date Signed

Bessie Williams

Printed Name of Property Owner

3533 Roejack Dr.

Printed Mailing Address of Property Owner

Dayton, Ohio 45417

City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "NeVora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Joyce Burden, am the owner of the property at
3539 Roejack Dr
(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 "NeVora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

Joyce Burden
Signature of Property Owner

Joyce Burden
Printed Name of Property Owner

3539 Roejack Dr
Printed Mailing Address of Property Owner

8-14-21
Date Signed

Dayton, Oh 45417
City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "Nevora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, ____________ am the owner of the property at

(Name of Owner)

3550 Roejack Dr

(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 "Nevora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

Signature of Property Owner

(Date Signed)

Printed Name of Property Owner

Printed Mailing Address of Property Owner

City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

[Signature]
Elizabeth A. Hodges

I am the owner of the property at

3556 Roejack Dr

(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 "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

[Signature]
Elizabeth A. Hodges

Signature of Property Owner

9-25-2021

Date Signed

Printed Name of Property Owner

3556 Roejack Dr

Printed Mailing Address of Property Owner

Dayton, Ohio 45417

City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of
“NEVORA PARKER Way” to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Gerald E. Ligon, am the owner of the property at

3561 Roejack Dr

(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 “NEVORA PARKER Way” to Roejack Drive between Forent Avenue and Ernroe Drive.

Gerald E. Ligon
Signature of Property Owner

Gerald E. Ligon
Printed Name of Property Owner

Gerald E. Ligon
Printed Mailing Address of Property Owner

8-14-21
Date Signed

3561 Roejack Dr

Dayton, OH 45417
City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "Nevora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Michael Demmons am the owner of the property at

(Name of Owner)

3562 Roejack Dr

(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 "Nevora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

Michael Demmons

Signature of Property Owner

8-14-21

Date Signed

Michael Demmons

Printed Name of Property Owner

3562 Roejack Dr 45412

Printed Mailing Address of Property Owner

Dayton, OH

City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Cynthia Campbell, am the owner of the property at
(Name of Owner)

3568 Roejack Dr.
(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 "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

Cynthia M. Campbell
Signature of Property Owner

9-25-2021
Date Signed

Cynthia M. Campbell
Printed Name of Property Owner

3568 Roejack Dr.
Printed Mailing Address of Property Owner

Dayton, Ohio 45417
City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Loretta Richardson, am the owner of the property at

3573 Rojjack Dr.

(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 "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

Loretta Richardson 8-19-21

Signature of Property Owner Date Signed

Loretta Richardson

Printed Name of Property Owner

3573 Rojjack Dr.

Printed Mailing Address of Property Owner

Dayton, Oh. 45417

City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of “NEVORA PARKER Way” to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, _______ Rita Hart _______ am the owner of the property at

(Name of Owner)

3584 Rojjack dr

(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 “NEVORA PARKER Way” to Roejack Drive between Forent Avenue and Ernroe Drive.

_______ Rita Hart _______ 8-14-21

Signature of Property Owner  Date Signed

_______ Rita Hart _______

Printed Name of Property Owner

3584 Rojjack

Printed Mailing Address of Property Owner

Dayton Ohio 45408

City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, (Name of Owner) am the owner of the property at

3585 Roejack Dr.

(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 "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

Signature of Property Owner

9-25-21

Date Signed

Printed Name of Property Owner

Printed Mailing Address of Property Owner

City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "NEVORA PARKER Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, David Ferguson am the owner of the property at

(Name of Owner)

3588 Roejack Dr

(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 "Nevora Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

David Ferguson
Signature of Property Owner

8-14-21
Date Signed

David R. Ferguson
Printed Name of Property Owner

3588 Roejack Dr
Printed Mailing Address of Property Owner

45417
City, State, Zip Code of Property Owner
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of “Nevora Parker Way” to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, CHARLES OLDHAM am the owner of the property at
(Name of Owner)

3325 FORENT 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 “Nevora Parker Way” to Roejack Drive between Forent Avenue and Ernroe Drive.

Signature of Property Owner

CHARLES OLDHAM
Printed Name of Property Owner

3325 FORENT A
Printed Mailing Address of Property Owner

DAYTON O H I O
City, State, Zip Code of Property Owner

9-15-21
Date Signed
HONORARY STREET DESIGNATION PETITION

PETITION to support giving a two-year honorary designation of "Nevarra Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive. The official and legal name of Roejack Drive WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Bertha Walker, am the owner of the property at

3335 Forent

(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 "Nevarra Parker Way" to Roejack Drive between Forent Avenue and Ernroe Drive.

Bertha M. Walker
Signature of Property Owner

9-15-21
Date Signed

Bertha M. Walker
Printed Name of Property Owner

3335 Forent Ave
Printed Mailing Address of Property Owner

Dayton, Oh 3335 Forent Ave
City, State, Zip Code of Property Owner
A RESOLUTION

Honorarily Naming Xenia Avenue
Between Fillmore Street and Dover
Street as “Kim Steinbrugge Way.”

WHEREAS, An application has been made by Jan Lepore-Jentleson, Executive Director,
East End Community Services, to honorarily designate Xenia Avenue from Fillmore Street to
Dover Street as “Kim Steinbrugge Way” for a two-year period due to her service and
contributions to the Twin Towers community; and

WHEREAS, Ms. Steinbrugge served in many capacities during her 17 years of
employment with East End Community Services, including administratively and as the Youth
Director; and

WHEREAS, Ms. Steinbrugge was known for her warmth and kindness, and reputation
for making sure that everyone was fed, especially children; and

WHEREAS, The portion of Xenia Avenue to be given the honorary designation is
adjacent to East End Community Services and is also one block from Ms. Steinbrugg’s former
residence; 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 May 10, 2022, reviewed the proposal, Case
PLN2022-00100, and recommended approval of the two-year designation; now, therefore,

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

Section 1. Xenia Avenue between Fillmore Street and Dover Street is honorarily
designated as Kim Steinbrugge Way for a two-year period commencing thirty days after the
passage of this resolution.

Section 2. The official name of Xenia Avenue is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted 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
May 16, 2022

TO: Regina Blackshear, Clerk of Commission

FROM: Susan Vincent, Secretary
City Plan Board

SUBJECT: Two-Year Honorary Designation for “Kim Steinbrugge Way” on June 1, 2022, City Commission Calendar

Plan Board Case PLN2022-00100

I am requesting that a resolution be placed on the June 1, 2022, City Commission calendar to establish a two-year honorary designation for Xenia Avenue between Fillmore Street and Dover Street as “Kim Steinbrugge Way.” The official/legal name of Xenia Avenue will remain. A second reading and vote on the resolution is planned for the June 8, 2022, City Commission meeting. If approved on June 8, 2022, the effective date of the resolution will be July 8, 2022.

Staff and Plan Board have found the designation to be appropriate. Kim Steinbrugge was a long-time employee of East End Community Services and resident of Twin Towers. During her 17 years with East End, Kim worked as the Youth Director and later in an administrative capacity for the entire staff. Kim was known for her warmth and kindness, and she had a reputation for making sure that everyone was fed, especially children. Kim passed away unexpectedly in February of 2022. The loss is felt in all corners of the Twin Towers community.

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.

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 Jennifer Hanauer at x2005. Thank you.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Ms. Hollingsworth, Case File
1. PLN2022-00100 – Honorary Designation – Kim Steinbrugge Way

Applicant: Jan Lepore-Jentleson, Executive Director, East End Community Services
Land Use Board: Southeast
Decision: Approved
Planning District: Twin Towers

Staff Comments
Jennifer Hanauer presented the staff report. The Honorary Designation would establish Xenia Avenue (from Fillmore Street to Dover Street) as “Kim Steinbrugge Way.” The official name of Xenia Avenue will remain. It is proposed to be a two-year honorary designation.

Kim Steinbrugge was a long-time employee of East End Community Services and resident of Twin Towers. During her 17 years with East End, Kim worked as the Youth Director and later in an administrative capacity for the entire staff. Kim was known for her warmth and kindness, and she had a reputation for making sure that everyone was fed, especially children. Kim passed away unexpectedly in February of 2022. The loss is felt in all corners of the Twin Towers community.

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. 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.

Abutting property owners and tenants, neighborhood leadership, the Southeast Land Use Board, and the City’s Public Works, Police and Fire departments were contacted regarding the application, and none indicated any opposition. Petitions were signed by property owners representing more than the required 51 percent support thereof. The honorary designation is also supported by the W.A.T.T. Business Association. There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of this portion of Monument Avenue. The honorary designation will be recognized by signs posted above the street signs.

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.

Kim worked at East End on Xenia at Dover and lived a block north on Church.
b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.
   **Xenia Avenue is not an arterial and has been determined by the Department of Public Works to be appropriate for an honorary designation.**

c. There shall be only one honorary designation per facility or right-of-way.
   **There is no current designation for this portion of Xenia 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.
   **Kim, through her 17 years of service to East End and long-time contributing resident of the Twin Towers neighborhood, made a sustained impact for the betterment of the community.**

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 presence of East End on this segment satisfies this requirement.**

**Public Comments**
Twin Towers Neighborhood Association President Leslie Sheward spoke in support of the application. She relayed details about Kim as a person and how she contributed to the community. Ms. Sheward said that the community has had many difficult losses during the pandemic, but this honorary designation has given residents a reason to come together in celebration.

**Board Discussion**
The Board found that the application could be approved and endorsed based on the required standards in the allowing Resolution.

**Board Action**
A motion was made by Ms. Schenking and seconded by Dr. Beckham and carried to recommend approval of the proposal to give a two-year honorary designation ("Kim Steinbrugge Way") to Xenia Avenue from Fillmore Street to Dover Street because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

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<thead>
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<tbody>
<tr>
<td>Mr. William Allen</td>
<td>Yes</td>
<td>Mr. Matt Sauer</td>
<td>Yes</td>
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<tr>
<td>Dr. Julius Beckham</td>
<td>Yes</td>
<td>Ms. Ann Schenking</td>
<td>Yes</td>
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<tr>
<td>Ms. Rosalyn Miller</td>
<td>Yes</td>
<td>Mr. Greg Scott</td>
<td>Yes</td>
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<tr>
<td>Ms. Geraldine Pegues</td>
<td>Absent</td>
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Minutes approved by the City Plan Board on June 14, 2022.

Susan Vincent, Secretary
City Plan Board
May 10, 2022

CITY PLAN BOARD REPORT

Case: PLN2022-00100

Establish an Honorary Designation for Xenia Avenue (from Fillmore Street to Dover Street) as “Kim Steinbrugge Way.” The official name of Xenia Avenue will remain. It is proposed to be a two-year honorary designation.

Applicant(s):

Jan Lepore-Jentleson, Executive Director, East End Community Services
624 Xenia Ave.
Dayton, OH 45410

Land Use Board: Southeast

Neighborhood: Twin Towers

Background: Kim Steinbrugge was a long-time employee of East End Community Services and resident of Twin Towers. During her 17 years with East End, Kim worked as the Youth Director and later in an administrative capacity for the entire staff. Kim was known for her warmth and kindness, and she had a reputation for making sure that everyone was fed, especially children.

Kim passed away unexpectedly in February of 2022. The loss is felt in all corners of the Twin Towers community.

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 and tenants
Neighborhood leadership
Southeast Land Use Board
City of Dayton Public Works
City of Dayton Police Department
City of Dayton Fire Department

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 Xenia Avenue. The honorary designation will be recognized by signs posted above the street signs. Attached are petitions signed by property owners representing more than the required 51 percent support thereof.
The Departments of Public Works, Fire, and Police have stated no objections to the designation. The honorary designation is also supported by the W.A.T.T. business association.

**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.

*Kim worked at East End on Xenia at Dover and lived a block north on Church.*

b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.

*Xenia Avenue is not an arterial and has been determined by the Department of Public Works to be appropriate for an honorary designation.*

c. There shall be only one honorary designation per facility or right-of-way.

*There is no current designation for this portion of Xenia 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.

*Kim, through her 17 years of service to East End and long-time contributing resident of the Twin Towers neighborhood, made a sustained impact for the betterment of the community.*

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 presence of East End on this segment satisfies this requirement.*
Alternatives:
1. Recommend approval of the proposal to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

2. Recommend an alternate proposal.

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.

Attachments:
Application
Letters of support
Aerial map
Map showing abutting property owners
Petitions from abutting property owners
HONORARY DESIGNATION APPLICATION

Honoree(s): Kim Steinbrugge

Instructions
Complete this application and submit it along with the required fee and attachments to:
Department of Planning, Neighborhoods & Development
C/o Dayton Plan Board (6th Floor)
101 W. Third St.
Dayton, OH 45402

The designation must be endorsed by a member of the City Commission, the City Plan Board, or a Land Use board prior to the required pre-application meeting with Planning staff. The designation shall be confined to a facility or right-of-way within the vicinity of the home, business, or location associated with the honoree(s). The designation shall not be an Arterial as listed on the Official Thoroughfare Plan. There shall be only one designation per facility or right-of-way.

Before pursuing an Honorary Designation, the applicant should consider the City’s preferred methods of honoring groups and individuals, including donations to programs and projects; a proclamation; naming of neighborhood or community festivals; planting trees or other living memorials; placement of pieces of art, benches, and similar objects in public or private spaces; and community service awards of the Dayton volunteers program.

By signing below, you certify that the information contained in this application and all attachments is true and correct. Applications that are not complete or are illegible will be returned to the applicant and will not be scheduled for public hearing. Incomplete applications shall be a basis for denial. Submit all application materials by the 30-day deadline, and you will be placed on the agenda for the next available public hearing. Your application will be reviewed by Planning Staff in consultation with the City Commission Office. For more information and a complete list of deadlines, visit www.daytonohio.gov/952/Plan-Board-Process. If you have questions or would like to schedule a pre-application interview, please call Plan Board Secretary Susan Vincent at (937) 333-3683.

Applicant (Contact Person) Information

Full Name: Jan Lepore-Jentheson, EOE, Dir. Eastern Community Services

Address: 624 Xenia Ave.

Street Address

Dayton

City

Fax: 45-410

Phone: 937-259-1898

Email: Jan.Lepore-Jentheson@xeniaohio.com

Signature: Jan Lepore-Jentheson

Date: 3/17/2022

Description of Designation

Proposed Facility or Right-of-way for Designation: Kim Steinbrugge Way

Length of Time the Designation Shall Be in Effect: 3 years
Summarize the reasons for the designation*

See Attached

Submission Checklist

All materials submitted as part of this application and presented at the public hearing must be retained as part of the public record and cannot be returned. Applicants are encouraged to keep a copy of all items for their records.

☐ Completed and Signed Designation Application
☐ Map Specifying Location of Designation
☐ Petition Supporting the Designation Signed by 51 Percent of Abutting Property Owners
☐ Copy of Letter from Land Use Board(s)
☐ Copy of Letter from Neighborhood Association(s)
☐ Additional Materials as Needed (e.g. letters of support, photos, etc.)
☐ Designation Application Fee: $500 (check or money order payable to City of Dayton)

*Should you require extra pages to provide an adequate description, please attach them to this document.
March 14, 2022

To Whom It May Concern,

There are no words that can be spoken to mourn the loss of Kim Stienbrugge. Those who were blessed to know her would agree that while heaven gained an angel that day, Twin Towers lost a piece of its humanity. Kim was more than just a mentor to her family, she was mentor to hundreds of children raised in the community always there with words of wisdom, support and kindness.

For the last 17 years Kim wore many hats while employed at East End Community Services, one would say she was the anchor and calm that kept the building grounded, always greeting people with a smile, treating everyone with respect and kindness, never judging people by the way they talked or looked.

Kim got her name “Mom” while she was the director of the youth center, she was the spark that helped change the lives of so many children that passed through the youth centers doors, giving them words of encouragement, making sure they never went home hungry, (boy could she cook) she was a true champion of the saying “no child left behind.”

Leaving her role as youth director, Kim assumed the role of being the right hand to all the staff, seeing that the building ran like clocked work (even the copy machine loved her). On any given day dozens of people from all walks of life many not always in the best place in their lives Kim could make them feel welcome, being able to assure them that things would get better. It is my honor as the President of the Twin Towers Neighborhood in supporting East End Community Services and the community request in honoring Kim’s legacy by temporarily renaming Xenia Ave between Fillmore St and Dover St “Kim Stienbrugge Way.”

Leslie Sheward TTNA- President
Emails of support from Southeast Priority Land Use Board and W.A.T.T. Business Association

From: Mike/Amie Schommer  
To: Squire, Mike; Peggy Weaver; Adam Smith; Ben Abernathy; Bill Montgomery; Matthew Cary; Steve Behnke  
Cc: Hanauer, Jennifer  
Subject: RE: Southeast Priority Land Use Board Meeting - April 19th  
Date: Thursday, April 14, 2022 10:43:13 AM  
Attachments: image001.png  
The Southeast Priority Land Use Board (SEPLUB), has decided to not meet on the Honorary Street Designation of Xenia Ave. The Twin Towers Community and many other Stake Holders sent in letters of support for this designation; as a board we did not receive any correspondents objecting. Based on the materials we have been provided, the SEPLUB is in support of this Designation.

Sincerely,
Mike Schommer  
Chair, SELUB

From: Peggy Weaver  
Sent: Monday, April 11, 2022 7:10 PM  
To: Squire, Mike; Adam Smith; Ben Abernathy; Bill Montgomery; Matthew Cary; Mike Schommer (foxy818203@yahoo.com); Steve Behnke  
Cc: Hanauer, Jennifer  
Subject: RE: Southeast Priority Land Use Board Meeting - April 19th  
Mike,
You can add the W.A.T.T Business Association to this list of approval.  
Peggy Weaver  
Esther Price Candies Corp  
1709 Wayne Ave  
Dayton, OH 45410  
937.253.2121 Ext 213  
800.782.0326  
937.253.3294 Fax  
pweaver@epcandies.com
From: Hall, Jason
To: Hanauer, Jennifer
Cc: Keller, C. William; Matthews, David
Subject: Kim Steinbrugge Way Application
Date: Thursday, April 14, 2022 9:36:51 AM
Attachments: image001.png
Kim Steinbrugge Way Application.pdf

Ma’am,

I hope you are having a great start to your Thursday! I have reviewed the application for the honorary designation for Xenia Avenue. I do not see any issues for the police department. Please advise me when this application is approved and I will make the necessary notifications to the Regional Dispatch Center.

Jason

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DAYTON
Major Jason Hall
Department of Police | City of Dayton
Patrol Operations Division | Dayton Bomb Squad
335 W. Third Street | Dayton, Ohio 45402
Office 937.333.1126 | www.daytonohio.gov
HONORARY STREET DESIGNATION PETITION

Petition to support giving a two-year honorary designation of Kim Steinbrugge Way to Xenia Ave. between Fillmore St. and Dover St. The official and legal name of Xenia Ave. WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Michael Schulz Cooperative, am the owner of property at 619 Silver Ln. By signing this petition, I acknowledge my desire to support giving the honorary designation of Kim Steinbrugge Way to Xenia Ave. between Fillmore St. and Dover St.

Signature of Property Owner

Printed Name

Street Address of Property Owner

City, ST Zip

Date Signed

Revised 12/2021 J. Hernandez
HONORARY STREET DESIGNATION PETITION

Petition to support giving a two-year honorary designation of "Kim Stienbrugge Way" to Xenia Ave between Fillmore St and Dover St. The official and legal name of Xenia Ave will NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Joe Zaner, am the owner of property at 509 Xenia Ave. By signing this petition, I acknowledge my desire to support giving the honorary designation of "Kim Stienbrugge Way" to Xenia Ave between Fillmore St and Dover St.

Signature of Property Owner

Printed Name

Street Address of Property Owner

City, ST Zip

Date Signed
HONORARY STREET DESIGNATION PETITION

Petition to support giving a two-year honorary designation of "Kim Stienbrugge Way" to Xenia Ave between Fillmore St and Dover St. The official and legal name of Xenia Ave WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Jeff Cartwright, am the owner of property at New Hope Church By signing this petition, I acknowledge my desire to support giving the honorary designation of "Kim Stienbrugge Way" to Xenia Ave between Fillmore St and Dover St.

Signature of Property Owner

JEFF CARTWRIGHT

Printed Name

530 XENIA AVE

Street Address of Property Owner

DAYTON, OH 45410

City, ST Zip

3/15/22

Data Signed

Note: this property includes the following addresses

510 Xenia Ave
512 Xenia Ave
520 Xenia Ave
530 Xenia Ave
534 Xenia Ave
536 Xenia Ave
546 Xenia Ave
HONORARY STREET DESIGNATION PETITION

Petition to support giving a two-year honorary designation of "Kim Stienbrugge Way" to Xenia Ave between Fillmore St and Dover St. The official and legal name of Xenia Ave WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Steven Dillhoff, am the owner of property at 600 Xenia Ave. By signing this petition, I acknowledge my desire to support giving the honorary designation of "Kim Stienbrugge Way" to Xenia Ave between Fillmore St and Dover St.

[Signature of Property Owner]

(937) 671-5702

[Printed Name]

[Street Address of Property Owner]

City, ST Zip

[Date Signed]

Revised 12/2021 J. Hanauer
HONORARY STREET DESIGNATION PETITION

Petition to support giving a two-year honorary designation of Kim Steinbrugge Way to Xenia Ave between Fillmore St and Dover St. The official and legal name of Xenia Ave WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, John Strahm, am the owner of property at Eastway, 601 Xenia Ave. By signing this petition, I acknowledge my desire to support giving the honorary designation of Kim Steinbrugge Way to Xenia Ave between Fillmore St and Dover St.

Signature of Property Owner

John Strahm
Printed Name
601 Xenia Ave
Street Address of Property Owner
Dayton, OH 45410
City, ST Zip

March 25, 2020
Date Signed

Revised 12/2021 J. Hanauer
HONORARY STREET DESIGNATION PETITION

Petition to support giving a two-year honorary designation of "Kim Steinbrugge Way" to 3 Blocks. Xenia Ave. between Filmore Ave. and Dover Street. The official and legal name of Xenia Avenue WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Jan Leper-Tentleson, am the owner of property at 614 and 614 1/2 Xenia Ave. By signing this petition, I acknowledge my desire to support giving the honorary designation of "Kim Steinbrugge Way" to Xenia Ave. between Filmore Ave. and Dover Street.

Jan Leper-Tentleson
Signature of Property Owner

Jan Lepere - Tentleson, Spec. Dir., Western Ohio Statewide Community Service
Printed Name

614 and 614 1/2 Xenia Ave.
Street Address of Property Owner

Dayton, OH, 45410
City, ST, Zip

March 17, 2022
Date Signed
A RESOLUTION

Honorarily Naming Xenia Avenue Between Fillmore Street and Dover Street as “Kim Steinbrugge Way.”

WHEREAS, An application has been made by Jan Lepore-Jentleson, Executive Director, East End Community Services, to honorarily designate Xenia Avenue from Fillmore Street to Dover Street as “Kim Steinbrugge Way” for a two-year period due to her service and contributions to the Twin Towers community; and

WHEREAS, Ms. Steinbrugge served in many capacities during her 17 years of employment with East End Community Services, including administratively and as the Youth Director; and

WHEREAS, Ms. Steinbrugge was known for her warmth and kindness, and reputation for making sure that everyone was fed, especially children; and

WHEREAS, The portion of Xenia Avenue to be given the honorary designation is adjacent to East End Community Services and is also one block from Ms. Steinbrugge’s former residence; 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 May 10, 2022, reviewed the proposal, Case PLN2022-00100, and recommended approval of the two-year designation; now, therefore,

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

Section 1. Xenia Avenue between Fillmore Street and Dover Street is honorarily designated as Kim Steinbrugge Way for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official name of Xenia Avenue is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted 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

BACK