CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **JUNE 10, 2020**

8:30 A.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. **Purchase Orders:**

<u>AVIATION</u>

A1. Roby Services Ltd. (janitorial supplies as needed through 01-31-21) **$15,000.00**

1. **(Cont'd):**

FINANCE

B1. Friends Service Company, Inc. dba FriendsOffice (office furniture for the Call Center and Utility Revenue Administration Office through 09-30-22) **$217,502.82**

INFORMATION TECHNOLOGY

C1. RDI Marketing, Inc. (professional Information Technology technical support services) **11,623.38**

POLICE

D1. Moonlight Security, Inc. (armed security services as needed through 12-31-23) **612,240.00**

WATER

E1. General Electric dba GE Digital LLC (annual software system maintenance and support agreement through 12-31-23) **264,547.21**

E2. Gray Matter Systems, LLC (DreamReports software licensing and training) **35,824.00**

E3. South Ohio Horizons LLC dba New Horizon (professional computer software and technical training services as needed through 12-31-20) **25,000.00**

-Depts. of Aviation, Finance, Information Technology, Police and Water. **Total: $1,181,737.41**

2. **TargetSolutions Learning LLC – Contract Modification –** first amendment for online training resources – Dept. of Fire. **$28,863.54**
(Thru 06/01/21)

C. Revenue to City:

3. **Eagle Bridge Company – Contract Modification –** first amendment for off-duty police officer services – Dept. of Police. **$29,156.40**

4. **Montgomery County Juvenile Court – Service Agreement –** for mediation services for the Juvenile Court Mediation Program – Dept. of Planning & Community Development. **$85,000.00**
(Thru 06/30/21)

5. **Public Health-Dayton Montgomery County – Other –** to provide assistance in planning emergency services – Dept. of Fire.
$20,000.00
(Thru 05/31/21)

6. **Sinclair Community College – Other –** for providing Sinclair access to the City of Dayton Fire Training Center – Dept. of Fire. **$58,000.00**
(Thru 06/30/22)

E. Other – Contributions, Etc.:

7. **Various – Other –** for the Dayton Economic Attraction Program (DEAP) Annual Payments:
Acadia Lead Mgmt. **CareSource Management Group, Co.**
RSM US, LLP **Shops by Todd**
– Dept. of Economic Development. **Total: $158,553.01**
(Thru 12/31/20)

IV. LEGISLATION:

Ordinance – First Reading:

8. **No. 31815-20** Consenting to Crack Seal Interstate Route 75 Within the City of Dayton, and Agreeing to Cooperate In Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

V. PLANNING ACTION

A. PUBLIC HEARING:

9. To establish Planned Development PD-178 at 721 Miami Chapel Road which is located at the northwest corner of Miami Chapel Road and Campbell Street, and rezone all property within the boundaries of PD-178 from MR-5 Mature Single-Family Residential to T Transitional. The owner of the property, Five Rivers Health Center, plans to build a health center at the site – Case No. PLN2020-00077.

VI. MISCELLANEOUS:

ORDINANCE NO. 31816-20

RESOLUTION NO. 6510-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 978-20

City Manager's Report

From **2730 – PMB/Procurement**

Date June 10, 2020

Expense Type Purchase Order

Total Amount $1,181,737.41

Supplier, Vendor, Company, Individual

Name **See Below**

Address **See Below**

2020 Purchase Orders

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

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

Description

AVIATION

(A1) P0200389 – ROBY SERVICES LTD, DAYTON, OH

- Janitorial supplies as needed through 12/31/2020.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18003D with pricing through 1/31/2021.
- This amendment increases the previously authorized amount of $30,000.00 by $15,000.00 for a total not to exceed $45,000.00 and therefore requires City Commission approval.
- Roby Services Ltd. qualifies as a Dayton local and PEP certified entity.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	51000-3220-1301-43	$15,000.00

Signatures/Approval

Melissa A. Wilson 6·2·2020
Division

Diane Johnson 6.2.2020
Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

FINANCE

(B1) P0200922 - FRIENDS SERVICE COMPANY, INC. dba FRIENDSOFFICE, MORAINE, OH

- Office furniture for the Call Center and Utility Revenue Administrations Offices.
- These goods are required to outfit the updated space for maximum work efficiency for daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 17047D with firm pricing through 9/30/2022.
- The Department of Finance recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	40001-5320-1411-64	$25,000.00
2020	Furniture, Fixtures & Equip Assets	10000-5320-1411-64	$53,440.54
2020	Furniture, Fixtures & Equip Assets	10000-5360-1411-64	$8,300.00
2020	Furniture, Fixtures & Equip Assets	53000-5360-1411-64	$66,700.00
2020	Furniture, Fixtures & Equip Assets	53003-3420-1411-54-WD2001	$64,062.28

INFORMATION TECHNOLOGY

(C1) P0200913 – RDI MARKETING, INC., CINCINNATI, OH

- Professional Information Technology technical support services.
- These services are required to maintain remote Tier 1 Information Technology Support Help Desk services between 12:00 pm and 6:00 am.
- RDI Marketing, Inc. is recommended based upon proven past performance and to ensure continuity and quality of service; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	10000-5560-1159-65	$11,623.38

POLICE

(D1) P0200306 – MOONLIGHT SECURITY, INC., WEST CARROLLTON, OH

- Armed security services as needed through 12/31/2020.
- These services are required to provide security for in custody prisoners while in the hospital before being booked into the County Jail.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Rates are in accordance with the City of Dayton's existing price agreement RFP 18009CSFM with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $100,200.00 by $12,240.00 for a total not to exceed $112,440.00 and therefore requires City Commission approval.
- The Department of Police requests additional authority of $600,000.00 through 12/31/2023.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Security Services	10000-6221-1157-71	$12,240.00
2021	Security Services	10000-6221-1157-71	$100,000.00
2021	Security Services	10000-6210-1157-71	$100,000.00
2022	Security Services	10000-6221-1157-71	$100,000.00
2022	Security Services	10000-6210-1157-71	$100,000.00
2023	Security Services	10000-6221-1157-71	$100,000.00
2023	Security Services	10000-6210-1157-71	$100,000.00

WATER – WATER ENGINEERING

(E1) P0200919 – GENERAL ELECTRIC dba GE DIGITAL LLC, BOSTON, MA

- Annual software system maintenance and support agreement.
- These goods and services are required to maintain and upgrade computer software and provide technical support for the Department of Water's Supervisory Control and Data Acquisition (SCADA) equipment.
- General Electric dba GE Digital LLC is the original software and system developer; therefore, this purchase was negotiated to ensure systems' compatibility and integration.
- The Department of Water requests additional authority of $203,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Computer Maintenance	55000-3445-1164-54	$6,154.72
2020	Computer Maintenance	55000-3460-1164-54	$16,617.75
2020	Computer Maintenance	53000-3430-1164-54	$38,774.74
2021	Computer Maintenance	55000-3445-1164-54	$7,000.00
2021	Computer Maintenance	55000-3460-1164-54	$18,000.00
2021	Computer Maintenance	53000-3430-1164-54	$40,000.00
2022	Computer Maintenance	55000-3445-1164-54	$8,000.00
2022	Computer Maintenance	55000-3460-1164-54	$19,000.00
2022	Computer Maintenance	53000-3430-1164-54	$41,000.00
2023	Computer Maintenance	55000-3445-1164-54	$8,000.00
2023	Computer Maintenance	55000-3460-1164-54	$20,000.00
2023	Computer Maintenance	53000-3430-1164-54	$42,000.00

(E2) P0200911 – GRAY MATTER SYSTEMS LLC, SEWICKLEY, PA

- DreamReports software licensing and training.
- These goods and services are required to monitor the City's Water Treatment processess which includes data collection and reports to the Ohio Environmental Protection Agency (EPA) for regulatory compliance.
- Gray Matter Systems LLC is recommended based upon proven past performance and to ensure continuity and quality of service; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Computer Maintenance	53000-3421-1164-54	$19,824.00
2020	Training Counseling	53000-3421-1156-54	$16,000.00

WATER – WATER ENGINEERING (CONTINUED)

(E3) P0200915 – SOUTH OHIO HORIZONS LLC dba NEW HORIZON, FAIRBORN, OH

- Professional computer software and technical training services as needed through 12/31/2020.
- These goods and services are required for skill development and technological knowledge for Department of Water staff.
- South Ohio Horizons LLC dba New Horizon is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Training Counseling	53000-3421-1156-54	$25,000.00

The aforementioned departments recommend approval of this order.

City Manager's Report

2

From **6340 - Fire/Strategic Prog & Safety**

Date **June 10, 2020**

Expense Type **Contract Modification**

Total Amount **$28,863.54 thru 6-1-2021**

Supplier, Vendor, Company, Individual

Name **TargetSolutions Learning LLC**

Address **4890 W. Kennedy, Suite 300**
Tampa, FL 33609

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6340-1301-71	$28,863.54

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

Description

Target Solutions Learning LLC

The Department of Fire (DFD) requests permission to enter into a First Amendment with TargetSolutions Learning LLC (TargetSolutions) in the amount of $28,863.54 for online training resources for DFD personnel.

TargetSolutions will provide the department employees with access to an extensive library of online fire, EMS and fire safety inspection classes. TargetSolutions provides the classes needed to meet CEU requirements for state and locally mandated certifications; tracks CEU requirements and progress, and sends certification renewal notifications. TargetSolutions will allow DFD to develop its own classes to be added to the library or use classes developed by other departments that already use TargetSolutions (e.g., the Cincinnati and Columbus Fire Departments).

The original Agreement was approved May 22, 2019 in the amount of $28,386.28.

The term of the agreement expires June 1, 2021.

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

A Certificate of Funds in the amount of $28,863.54 and a copy of the First Amendment is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2292

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order:

Contract Start Date	06/01/19
Expiration Date	06/01/21
Original Commission Approval	$ 57,249.82
Initial Encumbrance	$ 28,386.28
Remaining Commission Approval	$ 28,863.54

Original CT/CF	
Increase Encumbrance	$ 28,863.54
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 28,863.54

Fund Code 10000 - 6340 - 1301 - 71 - ____ - ____
Fund Org Acct Prog Act Loc

Amount: ____

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount: ____

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount: ____

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: TargetSolutions Learning LLC

Vendor Address: 4890 Kennedy Blvd, Suite 300 | Tampa | FL | 33609
Street | City | State | Zipcode + 4

Federal ID: 26-3827779

Commodity Code: 91838

Purpose: Payment for online Firefighter and EMS training

Contact Person: Assistant Chief Thomas Rice | Fire Department (Department/Division) | 5/29/2020 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropirated 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.

[signature] — Finance Director Signature — 06-02-2020 (Date)

[signature] — CF Prepared by — 06/02/2020 (Date) — CT20-2292 (CF/CT Number)

MEMORANDUM | DAYTON

June 2, 2020

TO: LaShea Lofton
Director
Finance

FROM: Jeff Lykins
Director and Chief
Department of Fire

SUBJECT: **Service Agreement Amendment 1 – TargetSolutions Learning LLC**

The Dayton Fire Department (DFD) requests the acceptance of its recommendation of TargetSolutions Learning LLC (TargetSolutions) for online training of DFD personnel. This is the first amendment to this agreement and will increase the encumbrance from $28,386.28 by $28,863.54 for a total of $57,249.82 and provide DFD with these services through June 1, 2021.

TargetSolutions is essential to the department to quickly disseminate information, including Covid-19 policy and procedure updates, to all DFD personnel as well as provide department employees with access to an extensive library of online fire, EMS and fire safety inspection classes. The TargetSolutons system also provides electronic document acknowledgement confirmation, decreasing orgianzaitional liability exposure following the issuance of new policy to department members.

TargetSolutions provides the classes needed to meet CEU requirements for state and locally mandated certifications, tracks CEU requirements and progress, and sends certification renewal notifications. TargetSolutions has allowed DFD to develop its own courses to be added to the library or use courses developed by other departments that already use TargetSolutions (e.g., the Cincinnati and Columbus Fire Departments).

If you have any questions, please contact Kevin Kuntz x4508 or at kevin.kuntz@daytonohio.gov.

JL/kk

Attachment

c: Assistant Chief Rice
Captain French
Mr. Kuntz

FIRST RENEWAL TO THE SERVICE AGREEMENT

This **FIRST RENEWAL TO SERVICE AGREEMENT** ("Renewal"), entered into this ___ day of _____, 2020, is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and TargetSolutions Learning, LLC., located at 4890 W. Kennedy Blvd., Suite 300 Tampa, FL 33609 ("Company").

WITNESSETH THAT:

WHEREAS, City and Company entered into the Service Agreement on the 22nd day of May, 2019 ("Agreement"); and,

WHEREAS, Article 2 of the Agreement provides the City and Company the right to extend or renew the Agreement by a mutual written agreement; and,

WHEREAS, City and Company desire to renew the terms of the Agreement and Company is willing to provide the services in accordance with the terms of the Agreement.

NOW, THEREFORE, the City and Company hereby agree as follows:

Section 1. Pursuant to Article 2 of the Agreement, the City and Company agree to renew the Agreement for an additional one (1) year term. This renewal term shall commence on June 1, 2020, and shall terminate on June 1, 2021 ("Renewal Term"), unless earlier terminated or renewed pursuant to the terms of the Agreement, as detailed in the Renewal Notice, which is attached hereto and incorporated herein as Exhibit A.

Section 2. As a result of this Renewal, the total remuneration under the Agreement shall not exceed FIFTY-SEVEN THOUSAND TWO HUNDRED FORTY-NINE DOLLARS AND EIGHTY-TWO CENTS ($57,249.82). Further, the City's total remuneration for the Services shall not exceed TWENTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS AND FIFTY-FOUR CENTS ($28,863.54).

Section 3. Except as modified by this Renewal and any other prior amendments or renewals, the Agreement between the City and Company remains unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF the City and Company, each by a duly authorized representative, have executed this Renewal as of the day and date first set forth above.

THE CITY OF DAYTON, OHIO

_____
City Manager

TARGETSOLUTIONS LEARNING, LLC.

By:_____

Print:_____

Title:_____

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney MVG

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

Exhibit A

Renewal Notice

VECTOR SOLUTIONS | TargetSolutions

Date 04-03-2020

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Dayton Fire Department (OH)	Rachel Seymour	Annual	06-01-2020

Quantity	Product	Description	Unit Price	Total
334	TargetSolutions Premier Membership Platform		$83.81	$27,992.54
334	Fire and EMS Online Course Catalogs		$0.00	$0.00
1	Maintenance Fee		$395.00	$395.00
14	TargetSolutions Online Training Platform	Support Staff; Includes HR Course Catalog	$34.00	$476.00

Grand Total: $28,863.54

As a convenience to our customers, we are changing our billing policy effective December 1st, 2019 to send out bills 30 days in advance of your renewal.

This does not change the billing due date or the payment terms of your agreement.

Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

City Manager's Report

2.

From **6310 - Fire Director**

Date **May 22, 2019**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$28,386.28 thru 5-31-2020**

Name **TargetSolutions Learning LLC**

Address **4890 W. Kennedy, Suite 300**
Tampa, FL 33609

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6340-1301-71	$28,386.28

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

Description

Target Solutions Learning LLC

The Department of Fire (DFD) requests permission to enter into an Agreement with TargetSolutions Learning LLC (TargetSolutions) in the amount of $28,386.28 for online training resources for DFD personnel.

TargetSolutions will provide the department employees with access to an extensive library of online fire, EMS and fire safety inspection classes. TargetSolutions provides the classes needed to meet CEU requirements for state and locally mandated certifications; tracks CEU requirements and progress, and sends certification renewal notifications. TargetSolutions will allow DFD to develop its own classes to be added to the library or use classes developed by other departments that already use TargetSolutions (e.g., the Cincinnati and Columbus Fire Departments).

The term of the agreement begins June 1, 2019 and expires May 31, 2020.

The Department of Law has reviewed and approved the agreement as to form and correctness. A Certificate of Funds in the amount of $28,386.28 is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

May 22, 2019

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS CT 19-2292

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	06/01/19
Expiration Date	05/31/20
Original Commission Approval	$ 28,386.28
Initial Encumbrance	$ 28,386.28
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: $ 28,386.28	Amount:
Fund Code 10000 - 6340 - 1301 - 71 - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: TargetSolutions Learning LLC

Vendor Address: 4890 Kennedy Blvd, Suite 300 (Street) Tampa (City) FL (State) 33609 (Zipcode + 4)

Federal ID: 26-3827779

Commodity Code: 91838

Purpose: Payment for online Firefighter and EMS training

Contact Person: Kevin Kuntz 333-4508

Fire Department (Department/Division) 5/9/2019 (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 appropirated 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 05/13/19

CF Prepared by — Date — CF/CT Number CT 19-2292

Services Agreement

This **Services Agreement** ("Agreement") is made and entered into by TargetSolutions Learning, LLC. ("Company"), located at 4890 W. Kennedy Blvd, Suite 300 Tampa, FL 33609, and the City of Dayton ("City"), a municipal corporation in and of the State of Ohio, on this 22nd of May, 2019.

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

1. The City shall pay the Company a sum not to exceed TWENTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS AND TWENTY-EIGHT CENTS ($28,386.28) for the services required by the Client Agreement, which is attached hereto and incorporated herein by reference.

2. This Agreement shall terminate upon the completion of the twelve-month license term, as described in Schedule A, which is attached hereto and incorporate herein by reference, or on May 31, 2020. However, this Agreement may be extended or renewed by a mutual written agreement executed by authorized agents of both parties, and if necessary approved by the Commission of the City of Dayton.

3. The parties agree that the Client Agreement and Schedule A are material to this Agreement and all covenants are binding.

4. The terms of the Client Agreement are binding upon both parties. All terms and provisions contained in the Client Agreement and Schedule A are effective upon the parties and are in addition to the terms and provision contained herein. The Company shall perform all obligations, duties, covenants, and/or promises contained within the Client Agreement.

5. In the event of a conflict or inconsistency between the Client Agreement, Schedule A, and this Agreement, this Agreement shall control and govern the rights and obligations of the parties.

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

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

comply therewith shall constitute a breach thereof entitling City to terminate this Agreement, at its option.

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

8. 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 other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

9. 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.

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

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

CITY OF DAYTON, OHIO

City Manager

TargetSolutions Learning, LLC.

By:

Its: Director of Account Management

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

May 22, 2019

Min. / Bk. I-15 Pg.

Rachella Lavender

Clerk of the Commission

(Schedule A)

TARGETSOLUTIONS

Renewal Quote

TargetSolutions Together with CentreLearn

4890 W. KENNEDY BLVD, SUITE 300
TAMPA, FL 33609
877.944.6372 - TOLL FREE
858.592.6880 - DIRECT

DATE of SUBMISSION
5/7/2019

LICENSE TERMS: 1 Year

Contract Renewal Proposal Exclusively Created for:

Dayton Fire Department
300 N Main Street
Dayton, OH 45402

Account Manager: Amy Akczinski
Email: amy.akczinski@vectorsolutions.com
Phone: 941-800-2087

Online Training Platform License 6/1/19 - 5/31/20

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
TargetSolutions Premier Platform	$ 81.37	344	$ 27,991.28
Annual Maintenance Fee	$ 395.00	1	$ 395.00
		TOTAL DUE ANNUALLY	**$ 28,386.28**

TargetSolutions Learning, LLC business proposal pricing is good for 90 days from Date of Submission listed above.

TARGETSOLUTIONS

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identity Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.** 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term.**

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

6. **Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

BACK

City Manager's Report

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From **6210 - Police Director**

Date **June 10, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **$29,156.40 Estimated Revenue**

Name **Eagle Bridge Company**

Address **800 S. Vandemark Road**
Sidney, Ohio 45365

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-22611-71	$29,156.40

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

Description

First Amendment to a Service Agreement with
The Eagle Bridge Company

City Commission approval is requested for a modification to a Service Agreement with the Eagle Bridge Company for off duty police officer services. The original contracted amount of $9,718.80 was under $10,000.00 and did not require Commission approval. The Eagle Bridge Company is requesting additional off duty police officer services in the amount of $19,437.60.

The Eagle Bridge Company has requested off duty police officer services to provide security and traffic control for ODOT Project#19-0465 ramp repair on US35 east bound and I-75 south bound ramp, a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, February 10, 2020 through Wednesday, September 30, 2020.

The First Amendment Agreement is for 360 officer hours at a rate of $66.70 per hour, 360 Vehicle hours at a rate of $13.00 per hour and 360 night differential hours at a rate of $1.29 per hour. The estimated revenue is $29,156.40 and thus requires Commission approval.

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

The Certificate of Revenue is attached.

Signatures/Approval

Division
Lt. Col.

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Eagle Bridge Company

Address 800 S. Vandemark Road

City Sidney State Ohio Zip+4 45365 -

Customer # 311782510 Address Location # P1

Federal ID# 31-1782510

Revenue Information: Fund 10000 Organization 6210 Revenue 22611 Program 71

Contract Information: Contract Start Date 02/10/2020 Contract Expiration Date 09/30/2020

Billing Information: Rate: Off. $66.70 - X
Sgt. $77.36
Lt. $89.71
Shift Diff. $1.29 -X
Veh $13.00 -X

Arrears X Pre-bill

Monthly (1st month of billing)

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain) To Be invoiced (Not to exceed $29,156.40)

Rate Change Date TBD Rate Change Amount TBD

Description of Services (wording on invoice): To provide security and traffic control for ODOT Project#19-0465 ramp repair on US35 east bound and I-75 south bound ramp, a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, February 10, 2020 through Wednesday, September 30, 2020.

Departmental Approval Lt. Col.

TO BE COMPLETED BY FINANCE

Revenue Contract Number Auditor Date

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE EAGLE BRIDGE COMPANY AND THE CITY OF DAYTON, OH

This First Amendment to the original Agreement (hereinafter "Agreement") between the Eagle Bridge Company and the City of Dayton, Ohio (hereinafter "City"), is effective _____, 2020.

WHEREAS, The Eagle Bridge Company and the City entered into the Agreement effective February 10, 2020 ("Original Agreement"); and

WHEREAS, the parties now desire to amend the Agreement. The parties have agreed upon terms and conditions under which the Agreement shall be amended and further desire to reduce such terms and conditions to writing.

NOW, THEREFORE, in consideration of the mutual covenants and warranties contained herein, the parties agree as follows:

Replace **Exhibit A** with the following:

Exhibit A

1. Scope of Services/Event Information

   A. To provide security and traffic control for ODOT Project#19-0465 ramp repair on US35 east bound and I-75 south bound ramp, a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, February 10, 2020 through Wednesday, September 30, 2020.

2. Payment/Cost/Method of Payment

   A. PAYMENT

   Contractor shall pay $66.70 per hour for each police officer; $77.36 per hour for each police sergeant; and $89.71 per hour for each police lieutenant; $1.29 per hour additional for night differential and $13.00 per vehicle per hour, when applicable.

   Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

   Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

B. ESTIMATED COST: $29,156.40 (360 Officer Hours @ $66.70 per hr.; 360 Vehicle Hours @ $13.00 per hr.; 360 Night Differential Hours @ $1.29 per hr.)

C. METHOD OF PAYMENT: Invoiced Monthly

3. Contractor's Authorized Representative/Contact

NAME: Jeff Frantz
ADDRESS: 800 S. Vandemark Rd.
Sidney, Ohio 45365
OFFICE: (937) 492-5654

4. Officers Assigned to Event, Rank: 1

END EXHIBIT A

Contractor and the City agree, except as modified by this First Amendment, the Agreement shall remain in full force and effect.

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

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED BY:

_____
Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

5/21/2020

X John Musto for
City Attorney

Signed by: Musto, John

EAGLE BRIDGE

_____
Thomas Frantz
Vice President
E-Mail: tkf@eaglebridge.net
Phone: (937) 492-5654

Federal I.D. Number: 31-1782510

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:
_____, 2020
MIN. BK. _____ PG. _____

_____
CLERK OF THE COMMISSION

AGREEMENT

THIS AGREEMENT is made this 10th day of February 2020, between the City of Dayton, Ohio ("City") and the Eagle Bridge Company, 800 S. Vandemark Rd., Sidney, Ohio 45365 ("Contractor").

WITNESSETH THAT:

WHEREAS, the City, upon request by a private person, firm, corporation, or institution, may detail off-duty police officers to perform police-related functions pursuant to the authority of Section 35.27 of the Revised Code of General Ordinances of the City of Dayton; and

WHEREAS, because public safety requires the use of off-duty police personnel to perform police-related functions, Contractor requests the services of off-duty police officers, police supervisors, and/or parking enforcement aides (hereinafter collectively referred to as "police personnel"); and

WHEREAS, the City can provide off-duty police personnel and Contractor agrees to remit payment to the City for the total cost of providing such police personnel.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits to be derived hereby, the City and Contractor hereby agree as follows:

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain police personnel to perform the police-related functions which are further explained in Exhibit A attached hereto and incorporated herein, beginning Monday, February 10, 2020.

Contractor understands and agrees that no further use of police personnel provided hereunder will be made without the express written authorization of the City's Chief of Police or authorized representative.

Section 2. Unless waived by the City, Contractor shall notify the City at least fourteen (14) days in advance of the date(s) for which the police services are requested. The notice shall be given to the City's Chief of Police or his/her authorized representative, and shall specify the number and rank of police personnel requested and the hours and specific location(s) where the police services are needed.

The City's Chief of Police or authorized representative shall have final authority for determining the availability of off-duty police personnel and the number and rank of such police personnel needed to provide an adequate level of security, traffic control and/or crowd control for the specified date(s) and location(s).

Section 3. All police personnel assigned pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police, and shall act and respond in accordance with established City police procedures, rules and regulations. The duties and responsibilities of the police personnel assigned pursuant to this Agreement, including chain of command duties and responsibilities, shall be determined in accordance with the City's established police procedures, rules and regulations.

Off-duty police personnel assigned pursuant to this Agreement may be reassigned, without notice to Contractor, to other locations and/or to perform other police services, functions or duties as required by the City's established police procedures, rules and regulations or by exigent circumstances requiring a police response.

Section 4. Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A. Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location. Full payment will be due within thirty (30) calendar days of the date of the invoice. Contractor shall owe the City two percent interest on the unpaid balance for every month past due. The City shall be entitled to all of its costs from the Contractor, including but not limited to attorney's fees, incurred to collect sums that are past due.

Section 5. Contractor understands and agrees that all police personnel assigned pursuant to this Agreement shall be billed for a minimum of two (2) hours of services, even though the hour(s) of service requested by Contractor and performed by the police personnel is less than two (2) hours.

Section 6. In the event that Contractor cancels the requested police services less than twenty-four (24) hours prior to the specific date(s) for the rendering of such police services, Contractor shall be billed and shall remit payment for two (2) hours of services for each off-duty police personnel assigned to report on that date to perform the requested police services.

Section 7. Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and battery; discrimination; violation of civil rights; improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

Section 8. In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set first forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make payment(s) for the police services at the times and in the amounts as required

of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.

Section 9. 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 law. Any 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.

Section 10. This Agreement shall be for the period of Monday, February 10, 2020 through Wednesday, September 30, 2020.

This agreement is approved by the City Attorney. This Agreement has been approved as to form and correctness by the Dayton City Attorney. ***Any*** *changes to this Agreement, by any party, and/or any contract in an amount over Ten Thousand Dollars ($10,000) must be submitted to the Law Department for approval. This Agreement is in an amount of Ten Thousand Dollars ($10,000) or less and no Commission action is required.*

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF DAYTON, OHIO

for City Manager

EAGLE BRIDGE COMPANY

VP

Thomas Frantz
Vice President

APPROVED BY:

Director and Chief of Police

E-Mail: tjf@eaglebridge.net

Office: (937) 492-5654

Federal I.D. Number: 31-1782510

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

THIS AGREEMENT HAS BEEN APPROVED AS TO FORM AND CORRECTNESS BY THE DAYTON CITY ATTORNEY. THIS AGREEMENT IS IN AN AMOUNT OF TEN THOUSAND DOLLARS ($10,000) OR LESS. NO CITY COMMISSION ACTION IS REQUIRED.

Exhibit A

1. Scope of Services/Event Information

   A. To provide security and traffic control for ODOT Project#19-0465 ramp repair on US35 east bound and I-75 south bound ramp, a location within the municipal corporation limits of the City of Dayton, Ohio beginning on Monday, February 10, 2020 through Wednesday, September 30, 2020.

2. Payment/Cost/Method of Payment

   A. PAYMENT

   Contractor shall pay $66.70 per hour for each police officer; $77.36 per hour for each police sergeant; and $89.71 per hour for each police lieutenant; $1.29 per hour additional for night differential and $13.00 per vehicle per hour, when applicable.

   Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

   Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly rate of pay as established by the current labor agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel required by said labor agreement or necessitated by negotiation of a new labor agreement or any regulation, order or law related to police personnel compensation binding upon the City. "Fringe benefits," as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

   B. ESTIMATED COST: $9,718.80 (120 Officer Hours @ $66.70 per hr.; 120 Vehicle Hours @ $13.00 per hr.; 120 Night Differential Hours @ $1.29 per hr.)

   C. METHOD OF PAYMENT: Prepaid $2,429.70 (25% Estimated Cost)

3. Contractor's Authorized Representative/Contact

   NAME: Jeff Frantz
   ADDRESS: 800 S. Vandemark Rd.
   OFFICE: (937) 492-5654

4. Officers Assigned to Event, Rank: 1

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4.

City Manager's Report

From 2360 - Planning & CD/Mediation Center

Date June 10, 2020

Expense Type Service Agreement

Total Amount $85,000.00

(thru 6/30/2021)

Supplier, Vendor, Company, Individual

Name Montgomery County Juvenile Court

Address 380 West Second Street
Dayton, Ohio 45422-4240

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Mediation Center	16702-2360-22606-33	$85,000.00

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

Description

Service Agreement with Montgomery County Juvenile Court for Mediation Services

The Department of Planning and Community Development requests approval to enter into a Service Understanding/ Purchase of Service Contract with Montgomery County Juvenile Court for mediation services for the Juvenile Court Mediation Program. The City's Mediation Center will work with youths referred by the Court's Intervention Center—youths with official cases who have been referred as first-time offenders with unruly or delinquent misdemeanor offenses.

The program will generate revenue not to exceed $85,000.00 for case management, mediation, and evaluation services for court-referred youth. Payment shall be based on the rate of two hundred dollars ($200.00) per mediation referral. The Mediation Center expects to receive approximately four hundred twenty-five (425) referrals during the 2020-2021 Contract.

This is the twenty-second (22nd) year that the program has been funded by the Montgomery County Juvenile Court from the Ohio Department of Youth Services.

The Contract will begin on July 1, 2020 and will expire June 30, 2021.

The Contract has been reviewed by the Law Department as to form and correctness.

A Certification of Revenue is attached.

Signatures/Approval

Division
Todd M. Kinskey Digitally signed by Todd M. Kinskey Date: 2020.05.18 15:25:41 -04'00'

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
Digital Version Updated 04/2020

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name **Montgomery County Juvenile Court**
ATTN: Tiffany Dulin

Address **380 West Second Street**

City **Dayton** State **Ohio** Zip+4 **45422 4240**

Customer Number **316000172** Address Location _____

Revenue Information: Fund **16702** Organization **2360** Revenue **22606** Program **33**

Contract Information: Contract Start Date **7-1-2020** Contract Expiration Date **6-30-2021**

Billing Information: Rate: **$200.00/referral** Arrears **XX** Pre-bill _____

Monthly (1st month of billing) **August 2020**

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date **N/A** Rate Change Amount **N/A**

Description of Services (wording on invoice): **For mediation services provided under the Montgomery County Juvenile Court Service Understanding. Cost is $200.00/referral.**

Departmental Approval Todd M. Kinskey Digitally signed by Todd M. Kinskey Date: 2020.05.18 15:25:01 -04'00'

TO BE COMPLETED BY FINANCE

Revenue Contract Number [illegible] Auditor [illegible] Date [illegible]

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance [illegible]

MONTGOMERY COUNTY JUVENILE COURT
SERVICE CONTRACT

THIS CONTRACT, made and entered into on this _____ day of _____, 20___, in Dayton, Montgomery County, Ohio by and between the Board of County Commissioners of Montgomery County, located at 451 West Third Street, Dayton, Ohio 45422, hereinafter called the "County", the Montgomery County Court of Common Pleas, Juvenile Division, located at 380 West Second Street, Dayton, Ohio 45422, hereinafter called the "Court", and the City of Dayton, located at 101 West Third Street, Dayton, Ohio 45402 hereinafter called the "Provider."

WITNESSETH:

WHEREAS, the County, the Court and the Provider mutually desire to contract with each other to provide mediation services for youth and families referred by the Court as it pertains to the 2020 – 2021 Ohio Department of Youth Services grant award and as embodied in the scope of services and proposal attached hereto and hereinafter referred to as "Exhibit A"; and,

WHEREAS, the Provider is uniquely qualified, experienced, and willing to perform said work, when there is a Contract specifying the rights and duties of each party.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Contract, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF SERVICE

1.1 The Provider agrees to perform the services embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A". Said Exhibit A is incorporated by reference as if written hereinafter in full.

1.2 The Provider further agrees that it will notify the Court prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Contract and that no such activity or expenditure of a questionable nature shall be authorized without the prior approval of the Court's Administration.

ARTICLE TWO: SCHEDULE OF PAYMENT

2.1 To compensate the Provider for services rendered, the Court agrees to pay the Provider for authorized expenditures incurred in the execution of this Contract and services described in "Exhibit A", which can be verified by documentation. Payment shall be based on the rate of $200.00 per mediation referral. In no event will the Provider receive reimbursement in excess of the sum of $85,000.00.

2.2 It is understood and agreed by the parties hereto that the Court will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work without the prior written approval of the Court.

2.3 Contract funds must be expended on youth for whom these services cannot be reimbursed through Medicare and/or Medicaid, which is considered payment in full and cannot be supplemented by Contract funds. If youth are denied service by their third party insurance providers or their co-pays and/or deductible amounts are higher than the maximum allowable rate for service, Court management staff will determine whether to approve or deny payment authorization. If third party insurance providers authorize

only partial payments for such services, Court management staff will determine whether to authorize payment for the remaining uncovered cost up to the maximum allowable rate for service.

2.4 The Provider will secure proper authorization for release of records from the client's parent or guardian prior to release of records to the Court. If unable to secure proper authorization for release of records, the Court will not be billed for the services provided by the Provider.

2.5 Payment(s) to the Provider will be made after the Court has received and approved the invoice denoting the provision of the service rendered, which must include a breakdown of all expenditures on a Court approved financial expenditure report. Invoices shall be submitted to the Court within 10 days after the first of each month. Invoices(s) shall be submitted to Eric Shafer, Court Administrator, Montgomery County Juvenile Court, 380 West Second Street, Dayton, Ohio 45422-4240.

ARTICLE THREE: TERM

3.1 The term of this Contract shall be from the first day of July 1, 2020 and shall terminate on June 30, 2021.

3.2 All parties agree that the terms of the herein Contract shall apply to any time period between the above-stated start date, and the full execution of this Contract by way of signature of the parties.

ARTICLE FOUR: RELATIONSHIPS/COMPLIANCE

4.1 The Provider, its agents, employees, assigns are not officers, agents or employees of the Court or the County; but, to the contrary, are independent contractors. The Provider, at all times shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Court or the County.

4.2 The Provider agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein.

4.3 The Provider, for itself, its employees and assigns, accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, and any and all other taxes (i.e., Social Security) or payroll deductions required of the Provider as employer.

ARTICLE FIVE: CONFLICT OF INTEREST

5.1 This Contract in no way precludes, prevents, or restricts the Provider from obtaining and/or working under additional contractual arrangement(s) with a party other than the Court, assuming that the additional contractual work in no way impairs the Provider's ability to perform the services required under this Contract.

5.2 The Provider contracts that at the time of entering into this Contract he has no interest in or shall he acquire any interest, direct or indirect, in any contractual agreement which will conflict in any manner with performance of the services required under this Contract.

ARTICLE SIX: MODIFICATION AND SEVERABILITY

6.1 This Contract constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any proposed change in this Contract shall be submitted to the Court for its prior written approval. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.2 There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Contract.

ARTICLE SEVEN: SAFEGUARDING OF CLIENT

7.1 Provider agrees that disclosure of any information by the Provider, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE EIGHT: PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

8.1 Provider agrees to comply with the Prison Rape Elimination Act (PREA) and follow the Court's zero-tolerance of sexual abuse and sexual harassment within its facilities/programs/offices for all youth and staff/volunteers/contract.

8.2 Provider agrees to report any findings of sexual abuse or sexual harassment immediately to the Court Administrator.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY

9.1 During the performance of this Contract, the Provider will not discriminate against any employee, applicant for employment or any client because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

9.2 The Provider, or person claiming through the Provider, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said Provider. The Provider shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE TEN: INDEMNIFICATION

10.1 Montgomery County and the City of Dayton are separate political subdivisions of the State of Ohio, and each shall assume responsibility for any loss, cost or damages caused by or arising out of any acts, errors and omissions of its own respective employees and agents in the performance of this Agreement. Each is entitled to common law and statutory immunities and defenses, none of which are waived by this Agreement.

ARTICLE ELEVEN: ASSIGNMENT

11.1 The parties expressly agree that this Contract shall not be assigned by the Provider without the written approval of the Court.

ARTICLE TWELVE: INSURANCE/BONDING

12.1 The Provider agrees to carry the required liability insurance and/or bonding necessary, as referred to in "Exhibit B", for the delivery of the service to be provided.

ARTICLE THIRTEEN: TERMINATION

13.1 This Contract may be terminated by either party upon notice, in writing delivered upon the other party thirty (30) days prior to the effective date of termination. The Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of termination of this Contract.

13.2 The parties further agree that should the Provider become unable for any reason to complete the work called for by virtue of this Contract, that such work as the Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of the Court, and further the Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the Court.

13.3 Notwithstanding the above, the Provider shall not be relieved of liability to the Court and the County for damages sustained by the Court and the County by virtue of any breach of the Contract by the Provider; and the Court may withhold any compensation to the Provider for the purpose of set-off until such time as the amount of damages due the Court from the Provider is agreed upon or otherwise determined.

ARTICLE FOURTEEN: MONITORING AND EVALUATION

14.1 The Court and the Provider will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which services are being provided. The Provider will also participate in program evaluation activities being undertaken by the Court and/or an independent evaluator.

14.2 The Provider shall submit to the Court all prescribed reports detailing the progress of the work performed under this Contract.

14.3 The Provider shall maintain a financial management system, which records all Contract costs and expenditures. The Provider shall comply with all applicable State and Federal fiscal management guidelines.

14.4 The Provider shall maintain and preserve all financial and program records related to this Contract including any documentation used in the administration of the program, for a period of at least three (3) years from the termination date of this Contract. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

14.5 All financial and program records related to this Contract shall be subject to inspection, review or audit by the County or the Court and their duly authorized representatives.

ARTICLE FIFTEEN: DISCLOSURE

15.1 The Provider hereby covenants that he has complied with the County's Disclosure Policy adopted pursuant to Resolution No. 88-1276, dated July 5, 1988, which requires anyone contracting with the Court and the County to disclose any business relationship or financial interest that said Provider has with a County or Court employee, employee's business, or any business relationship or financial interest that a County or Court employee has with the Provider or the Provider's business.

15.2 The PROVIDER must review and comply with the Ohio Ethics Law, released by The Ohio Ethics Commission. The law and related statutes can be accessed here: https://ethics.ohio.gov/education/overview.html. The PROVIDER certifies that it (1) has reviewed and understands the Ohio Ethics Law and Related Statutes, and (2) will take no action inconsistent with those laws. The PROVIDER understands that failure to comply with the Ohio Ethics Law is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

ARTICLE SIXTEEN: GOVERNING LAW

16.1 This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

The remainder of this page intentionally left blank.

ARTICLE SEVENTEEN: SIGNATURES

17.1 The Provider hereby acknowledges that this Contract must be signed and returned to the Montgomery County Court of Common Pleas, Juvenile Division, by the Provider within thirty (30) days of receipt of said Contract for signature or the Contract may be canceled and voided by the Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ____ day of _____, 20___.

WITNESS:

_____

_____

_____

_____

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By _____
Carolyn Rice

By _____
Judy Dodge, President

By _____
Deborah A. Lieberman

OR

By _____
Michael B. Colbert
County Administrator

MONTGOMERY COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION

By _____
Eric J. Shafer, Court Administrator

CITY OF DAYTON, OHIO

_____

By _____
Shelley Dickstein, City Manager

APPROVED AS TO FORM
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

By _____
Ward Barrentine, Chief Assistant Prosecuting Attorney

Date 5/11/20

APPROVED AS TO FORM AND CORRECTNESS :

By _____
City Attorney, City of Dayton

Date 5/15/2020

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

_____, 20___

Min./Bk._____ Pg._____

_____
Clerk of the Commission

EXHIBIT A
SCOPE OF SERVICES

MEDIATION SERVICES

The PROVIDER's Dayton Mediation Center will provide mediation services to the COURT for the following youths who will be screened by the COURT for eligibility based upon their prior court involvement and the nature of the charge:

- Non-adjudicated youth who have been referred to the COURT's Intervention Center on an unruly or delinquent misdemeanor offense. These referrals may be unofficial dispositions through or as alternatives to the Intervention Center's (IC's) administrative hearings; or

- Adjudicated youth with official cases who have been referred for victim/offender mediation services by Magistrates or Probation Services.

The mediation services for non-adjudicated youth referred by IC will provide an alternative to formal intervention procedures in that youth, along with their families, will be given the opportunity to talk about the charge and possibly the relationship between the complainant and the defendant. This program will afford the youth and their families the opportunity to take responsibility for determining the outcome of their actions, i.e. modeling a dialogue process that keeps decision making in their control, and if they are in agreement, to keep the situation out of the court and preventing another youth from court intervention and the possibility of the establishment of an official record for the youth.

The victim/offender mediation services for adjudicated offenders will offer a process where the offender has an opportunity to be accountable to the victim. It also provides a process where the victim and offender meet together in a controlled environment to air feelings and discuss losses and may develop a mutually agreeable restitution plan.

Community Impact Panel (CIP) may be an option for non-adjudicated and adjudicated youth. CIP can help referred youth understand the impact of their actions on the community by allowing volunteer citizens (who can serve in the role of "victim" where the actual victim does not wish to confront the offender) to express the human effects of misbehavior and personally restore offenders to citizenship in the community,

A letter is mailed to the appropriate parties stating that mediation is scheduled and that their attendance is requested. The case will be referred back to the COURT if the defendant refuses to attend. Upon scheduling of mediation, the COURT makes case information available to the Dayton Mediation Center. The Mediation Specialist attempts to contact the parties to explain the process of mediation, answer questions and confirm their appointment. Mediators are assigned to the cases. Through this process, the defendant is able to take responsibility for his/her actions in an appropriate way as determined by the mediation dialogue.

The case is completed when complainants and defendants have completed their dialogue, or the defendant has completed the CIP, and decided what needs to happen with the charge. Their options include complainants dropping the charge, or complainants and/or defendants having the case sent to the Court for further actions.

The entire mediation intervention process can include case management, pre-mediation sessions and the mediation session(s) itself, and can average between 4-5 hours.

Monitoring and Evaluation Requirements

The PROVIDER, through its Dayton Mediation Center, will:

- Provide training to the Court staff on the Dayton Mediation Center's programs and practices;
- Provide progress reports on the youth being referred by the COURT to the Dayton Mediation Center;
- Submit the prescribed youth tracking forms;
- Submit the prescribed annual report at the end of the grant year.

The Dayton Mediation Center will also be required to measure the following objectives in the delivery of these services:

- 70% of adjudicated youth will successfully complete the program. (This figure includes the number of adjudicated youth who successfully complete the program divided by the total number of adjudicated youth terminated from the program.)

- 70% of the non-adjudicated youth will have no further involvement with the Court within 60 days of a successful mediation. (This figure includes the number of non-adjudicated youth who have no further involvement within 60 days after a successful mediation divided by the total number of non-adjudicated youth within 60 days after a successful mediation.)

EXHIBIT B
Insurance Requirements
Interlocal Agreements (Public Entities)

INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN INTERLOCAL AGREEMENT:

A. The Provider shall comply with all applicable laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement, and keep in full force and effect, Workers' Compensation Insurance for its employees. A copy of the document evidencing said Workers' Compensation coverage shall be furnished to the Court by the Provider upon written request and the receipt of a fully executed Agreement.

B. The Provider shall maintain sufficient insurance, or may self-insure, to cover liability and damages as more specifically set forth below.

C. Before commencing this Agreement, the Provider shall furnish the Court with a Certificate of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving to the County at least thirty (30) days prior written notice. In the event the Provider fails to promptly furnish the Court with acceptable Certificates of Insurance, the Court shall have the right to suspend payments until acceptable certificates (including renewals, if appropriate) are received by the Court, or to declare a default under this Agreement.

D. The Provider shall maintain the following insurance coverages:

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, and contractual liability coverage as defined by the insured contraction of the policy.

General Aggregate	$3,000,000
Products – Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

   The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The limit should be $1,000,000 each Occurrence/$3,000,000 aggregate.

2. Cyber Liability Coverage
   a. Information/Security & Privacy $1,000,000 claim/aggregate
   b. Regulatory Action (Defense & Penalties $1,000,000 claim/aggregate
   c. Webside-Media Content $1,000,000 claim/aggregate

d.	Privacy Breach Response	$1,000,000 claim/aggregate
e.	Extortion	$1,000,000 claim/aggregate

INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERLOCAL AGREEMENT:

If any part of this Agreement is contracted or subcontracted, the Provider shall require its contractor(s) and subcontractor(s) to maintain the same minimum insurance requirements listed above and to name the Board of Montgomery County Court of Common Pleas, Juvenile Division as an additional insured and shall furnish to the Court separate certificates and endorsements for each contractor or subcontractor.

BACK

City Manager's Report

5.

From **6340 - Fire/Strategic Prog & Safety**

Date **June 10, 2020**

Expense Type **Other, (See Description Below)**

Supplier, Vendor, Company, Individual

Total Amount **$20,000.00 (thru 5/31/2021)**

Name **Public Health-Dayton Montgomery County**

Address **117 South Main St. Dayton, OH 45422**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
State – Reg Med Res Sys	22210-6340-22606-71	$ 20,000.00

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

Description

Public Health – Dayton Montgomery County

The Dayton Fire Department ("DFD") requests permission to enter into an Agreement with Public Health-Dayton Montgomery County ("Public Health") to provide assistance in planning emergency services.

DFD will serve as a planner for assisting Public Health in the emergency response as it relates to COVID-19. In consideration for performing the Statement of Work within the agreement, Public Health shall reimburse DFD a total not-to-exceed $20,000.00.

The term of the agreement will run through May 31, 2021.

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

A Certificate of Revenue in the amount of $20,000.00 is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Public Health-Dayton Montgomery County

Address 117 South Main Street

City Dayton State Ohio Zip+4 45422 -

Customer # 31-6000172 Address Location # BI 22

Federal ID# 31-6000172

Revenue Information: Fund 22210 Organization 6340 Revenue 22606 Program 71

Contract Information: Contract Start Date June 10, 2020 Contract Expiration Date May 31, 2021

Billing Information: Rate: Not to exceed $20,000.00 Arrears X Pre-bill

Monthly (1st month of billing)

Quarterly (1st month of quarter) 5,000.00

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain) Upon Request

Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice): The Dayton Fire Department has contracted with Public Health-Dayton Montgomery County to serve as a planner for assisting Public Health in the emergency response as it relates to COVID-19.

Departmental Approval

TO BE COMPLETED BY FINANCE

City Reference Number 13-0172 Auditor D. Billy Date 5-29-2020

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance

(Rev 4/30/2008)

AGREEMENT

This Agreement is made and entered into the __ day of May, 2020, by and between Public Health-Dayton & Montgomery County, 117 South Main Street, Dayton, Ohio 45422-1280, hereafter called "Public Health" and City of Dayton, Ohio 1010 West Third Street Dayton, Ohio 45402, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Public Health desires to engage the Contractor to provide services in accordance with the Statement of Work set forth below in paragraph 2; and,

WHEREAS, the Contractor has been identified as an entity having the requisite qualifications and expertise to provide such services, and the Contractor represents that she has the requisite qualifications and expertise to provide these services.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Term**. The term of this Agreement will begin May 6, 2020 and extend through May 31, 2021. The Contractor shall proceed diligently and expeditiously with the rendition of said services and devote sufficient time to the obligations herein undertaken.

2. **Statement of Work**. The Contractor shall serve as a planner for assisting Public Health in the emergency response as it relates to COVID-19. No changes to the Statement of Work requirements will be accepted without prior written approval of Public Health.

   The Contractor shall perform the following duties in performance of this Agreement:

   a) Facilitate and promote collaboration and cooperation among response partners in the eight counties within the West Central Ohio (WCO) region regarding all phases of the COVID-19 response.
   b) Attend Incident Management Team meetings either virtually or in-person and work directly with the Incident Commander.
   c) Provide direct involvement with decision-making at it relates to COVID-19 response.
   d) Schedule and coordinate communication, training and meetings for EMS and law enforcement agencies and other preparedness entities.
   e) Assist in the development and dissemination of polices and protocols for EMS, and guidance for law enforcement and dispatch centers.

3. **Consideration.** In consideration for performing the Statement of Work, Public Health shall reimburse the Contractor a total not-to-exceed amount of TWENTY THOUSAND DOLLARS ($20,000.00). Public Health shall pay the Contractor the amounts due pursuant to submitted invoices approximately twenty (20) working days after approval at a regularly scheduled Board of Health meeting, which usually occurs on the first Wednesday of each month.

4. **Invoicing and Payment.** The Contractor shall submit monthly invoices which shall include written, signed reports, itemizing in reasonable detail the time and dates spent performing the services indicated above, and a description of the services rendered to the following:

   Public Health – Dayton & Montgomery County
   Attn: Accounting
   117 South Main Street
   Dayton, Ohio 45422

   Electronic invoices and supporting documentation may be sent to acctspayable@phdmc.org

   The Contractor shall invoice per completed deliverable as described and in the manner set forth above and as indicated in item #2.

5. **Audits.** As required, the books, records, documents, and accounting procedures and practices of the Contractor relevant to this Agreement shall be subject to examination by appropriate local and state agencies.

6. **Amendments.** This Agreement shall not be varied except by an instrument in writing properly executed subsequently to the execution of the Agreement by both parties.

7. **Insurance:** The Contractor hereby certifies that it is self-insured in a sum not less than $1,000,000.00 for bodily and personal injury to any person; and in a sum not less than $2,000,000.00 for bodily and personal injury for each accident; and in a sum not less than $500,000.00 for property damage for each accident. A certificate of self-insurance, in a form satisfactory to Public Health, shall be furnished by the Contractor to Public Health upon written request. Such certificate shall provide notice of cancellation and/or change in coverage.

8. **Relationship of Parties**. Nothing herein shall be construed to create an employer-employee relationship between Public Health and the Contractor. It is expressly understood and agreed that Public Health shall not be construed or held out to be an employer, principal, partner, associate, or joint venture of the Contractor. At all times, the Contractor and its employees, agents or contractors shall have the status of an independent contractor. No benefits are extended, and no taxes shall be withheld. The Contractor shall be responsible for the payment of its own tax liabilities including, but not limited to, Federal Withholding Tax, Social Security Tax, City Income Tax and State Income Tax.

9. **Confidentiality**. In the course of performing services pursuant to this Agreement, the parties recognize that the Contractor may come in contact with confidential information. This information may include, but is not limited to, information pertaining to Public Health business operations or its patients/clients, which information may not be disclosed or divulged to anyone other than appropriate Public Health staff or their designees. The Contractor will maintain the confidentiality of Public Health confidential information and shall not disclose it to anyone or use it for any purpose whatsoever other than this Agreement, provided that in the event that the Contractor is legally compelled to disclose such information, the Contractor shall provide Public Health with prompt written notice so that Public Health may seek a protective remedy, if available.

10. **Assignment**. Neither Public Health nor the Contractor shall assign, or in any way transfer, either party's interest in this Agreement without the written consent of the other.

11. **Waiver**. No waiver by Public Health of any terms of this Agreement to be kept, performed and observed by Contractor shall be construed to be or act as a waiver by Public Health of any subsequent default on the part of Contractor.

12. **Liability**. All loss, costs, or damages which may occur to be claimed with respect to any person, or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure.

13. **Notices and Points of Contact**. All notices required or permitted under this Agreement and points of contact shall be given to the following individuals:

Public Health:
Larry Cleek
Public Health-Dayton & Montgomery County
117 S. Main Street
Dayton, Ohio 45422-1280
(937) 224-4483
lcleek@phdmc.org

Contractor:
Kevin Kuntz
Dayton MMRS
300 N. Main St.
Dayton, OH 45402

14. **Termination**. Either party may terminate this Agreement upon (30) days prior written notice without any further obligation.

15. **Governing Law**. All matters related to the validity, performance, interpretation or construction of this Agreement shall be governed by the laws of the State of Ohio.

16. **Severability**. If any provision of this Agreement shall prove to be invalid, void or unenforceable, it shall in no way affect, impair or invalidate any other provision, and all other provisions of this Agreement shall remain in full force and effect.

17. **Entire Agreement**. This Agreement is the entire Agreement between the parties and cannot be altered or amended, except by a written amendment signed by each party. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written relating to the subject matter herein.

18. **Authority to Bind Principal**. Signatures herein shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESSES WHEREOF, the parties hereto on the day and year first above mentioned, have executed this Agreement.

Witness

PUBLIC HEALTH - DAYTON & MONTGOMERY COUNTY

_____

_____
Jeffrey A. Cooper, MS
Health Commissioner

CITY OF DAYTON OHIO

_____

_____
City Manager
(Fed. Tx. ID #316000165)

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

_____, 2020

Min./Bk. _____ Pg. _____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney MWG

BACK

City Manager's Report

6.

From **6340 - Fire/Strategic Prog & Safety**

Date **June 10, 2020**

Expense Type **Other, (See Description Below)**

Supplier, Vendor, Company, Individual

Total Amount **$58,000.00 (through 6/30/2022)**

Name **Sinclair Community College**

Address **444 West Third Street**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Fire Burn Building and Training Tower	40004-6340-22606-71	$58,000.00

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

Description

Sinclair Community College, Use of City of Dayton Fire Training Center

The Department of Fire (DFD) requests permission to enter into an Agreement with Sinclair Community College (Sinclair) for the purpose of providing Sinclair access to the City of Dayton Fire Training Center.

Sinclair will pay $58,000.00 ($7,250.00 quarterly) to the City to obtain non-exclusive rights to use of the Fire Burn Building, Fire Training Tower, and Training Center Classroom facilities, for the purpose of instruction and training. The City of Dayton will have similar access to the Fire Science Technology classroom space at Sinclair Building #20, at no charge.

The Agreement term is July 1, 2020 through June 30, 2022 and the Agreement has one (1) option to renew for additional two (2) year period.

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

A Certificate of Revenue is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF REVENUE

Customer Information:

Name Sinclair Community College

Address 444 West Third Street

City Dayton State Ohio Zip 45402-1460

Customer Number 31-0723444 Address Location H-2

Revenue Information:

Fund: 40004 Organization: 6340 Revenue: 22606 Program: 71

Contract Information:

Start Date: July 1, 2020 Expiration Date: June 30, 2022

Billing Information:

Rate: Not to exceed $58,000.00 Arrears_____ Pre-bill_____

Monthly (1st month of billing)_____

Quarterly (1st month of quarter) $7,250.00

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (upon request) _____

Rate Change Date TBD Rate Change Amount TBD

Description of Services:

The Dayton Fire Department will enter into an Agreement with Sinclair Community College in which the City of Dayton will provide Sinclair Community College with non-exclusive access to the Fire Burn Building, Fire Training Tower, and Fire Training Center classroom facilities. Revenues will be used for maintenance and improvements to the Fire Burn Building and Fire Training Center.

Department Approval _____

TO BE COMPLETED BY FINANCE

Revenue Contract Number 13 - 3444 Auditor D. Billy Date 5 · 29 · 2020

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance _____

AGREEMENT BETWEEN THE CITY OF DAYTON, OHIO AND SINCLAIR COMMUNITY COLLEGE REGARDING FIRE TRAINING AND EDUCATION FACILITIES

THIS **AGREEMENT BETWEEN THE CITY OF DAYTON, OHIO AND SINCLAIR COMMUNITY COLLEGE REGARDING FIRE TRAINING AND EDUCATION FACILITIES** ("Agreement") is effective as of ___ date of _____, 2020, by and between the City of Dayton, Ohio ("City"), a municipal corporation and political subdivision in and of the State of Ohio, and Sinclair Community College ("Sinclair"), a community college and political subdivision in and of the State of Ohio.

WHEREAS, the City is the owner and operator of real property, together with the buildings, improvements and facilities thereon, known and referred to as the "City of Dayton Fire Training Center" and located in Dayton, Ohio; and

WHEREAS, Sinclair is the owner and operator of real property, together with the buildings, improvements, and facilities thereon, known and referred to as the "Fire Science Area" of the Auto/Environmental Facility on the campus of Sinclair, located in Dayton, Ohio; and

WHEREAS, the City and Sinclair deem it to be mutually advantageous for each to allow the other to utilize its aforesaid facilities, subject to conditions and restrictions, for the purposes of training and education in fire science; and

WHEREAS, references to the "City" in this Agreement shall also be deemed to include the Dayton Fire Department when such inclusion is appropriate.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived hereunder, the parties agree as follows:

ARTICLE I. DESCRIPTION OF PROPERTY

A. The City owns and operates certain real property known as the Fire Training Center located at 200 McFadden Avenue, Dayton, Ohio, which is more fully described in attached Exhibit "A" ("FTC"), with the exception of Ohio Task Force One Training Center and the Vectren Training Facility.

B. Sinclair owns and operates certain real property known as the Fire Science Technology classroom space, which is located within Rooms 20133, 20134, 21041, 21042, and 21021 of Building 20 on the campus of Sinclair Community College located in Dayton, Ohio ("Fire Science Area").

of Building 20 on the campus of Sinclair Community College located in Dayton, Ohio ("Fire Science Area").

ARTICLE II. USE OF PREMISES

A. The City grants Sinclair a non-exclusive right, expressly for the purpose of conducting fire training courses and other related training activities, to use the FTC during its normal business hours on an approved pre-scheduled basis. The City also grants Sinclair the right to use the lobbies, elevators, hallways, driveways, parking lot(s), and other common areas within or adjoining the FTC as necessary or convenient for Sinclair to access and use the FTC. This right of use specifically excludes the Ohio Task Force One Training Center's and Vectren Training Center's and any of Ohio Task Force One's facilities and other assets on the FTC grounds.

1. Sinclair shall not do or permit anything to be done on or about the FTC that would in any way conflict with any applicable law, ordinance, rule, or regulation issued by any competent governmental authority, or use or allow the FTC to be used for any improper, immoral, or unlawful use.
2. Sinclair shall not make any alterations to the FTC without specific advance written approval of the City based on plans and specifications submitted by Sinclair.
3. Sinclair, with the prior consent of the City, may use equipment and appurtenances located in, at, and upon the FTC, excepting Ohio Task Force One facilities and assets.
4. Sinclair agrees that all use of the FTC and any equipment and/or appurtenances is at its sole risk. The City makes no representations and/or warranties concerning the fitness of the FTC and any equipment and appurtenances located on the FTC.
5. Sinclair agrees to use the FTC in its current "As-Is" present condition without reliance on any warranties or representation of the City and agrees to accept all risk of defects or deficiencies in maintenance of the FTC and any equipment and/or appurtenances located on the FTC.
6. Sinclair further agrees that the City shall not be liable for any damages, claims, losses, actions, or liabilities arising out of or associated with its use of the FTC or its employees, agents, licensees, students, and/or assigns.
7. Upon termination of this Agreement, Sinclair shall remove from the FTC all personal property and equipment owned by Sinclair, repairs any damage to the FTC resulting from such removal, and shall restore the FTC to its original state, normal wear and tear excepted.
8. Sinclair shall, at its sole expense and to the City's reasonable satisfaction, provide supervisory personnel at all times during its use of the FTC. Specifically, Sinclair shall provide, at its sole expense, a NFPA burn officer for every live fire conducted at the FTC. Sinclair shall follow the Dayton Fire Department's current

"Live Burn Policy," a copy of which will be provided by the City to Sinclair upon the execution of this Agreement.

9. Sinclair represents that it has inspected the FTC and all appurtenances, equipment, and fixtures therein and accepts and use same on an "as-is" basis. The City makes no representation or warranty as to such appurtenances, equipment and/or fixtures, their fitness for a particular purpose, merchantability or condition. Sinclair is solely responsible for its use and operation of all appurtenances, equipment, or fixtures located on the FTC.

B. Sinclair grants the City a non-exclusive right, for the purpose of conducting fire education classes, seminars, and other related Fire Department meetings, to use the Fire Science Area during its normal business hours on a pre-scheduled basis. Sinclair also grants the City the right to use the lobbies, elevators, hallways, driveways, and other common areas within or adjoining Building 20 as necessary or convenient for the City to access the Fire Science Area. Furthermore, Sinclair authorizes the City to utilize the television and distance learning facilities located within Buildings 20 and 14 on a scheduled basis, according to Sinclair's standard policies and pricing terms.

1. The City shall not do or permit anything to be done on or about the Fire Science Area that would in any way conflict with any applicable law, ordinance, rule, or regulation issued by any competent governmental authority, or use or allow the Fire Science Area to be used for any improper immoral or unlawful use.
2. The City shall not make any alterations to the Fire Science Area without specific advance written approval of Sinclair based on plans and specifications submitted by the City.
3. The City, with the consent of Sinclair, may use the equipment and appurtenances located in and at the Fire Science Area.
4. Upon termination of this Agreement, the City shall restore the Fire Science Area to its original state, normal wear and tear excepted.
5. The City shall, at its expense, provide adequate supervisory personnel at all times it uses the Fire Science Area.

ARTICLE III. RIGHTS AND OBLIGATIONS OF SINCLAIR

A. Sinclair, shall, at its expense, obtain from all authorities having jurisdiction over the operations of Sinclair at the FTC all licenses, certificates, permits, or other authorizations that may be lawfully required for the conduct of its operations or necessary to comply with the requirements of this Agreement or to exercise any right to perform any obligations set forth herein. Sinclair, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies that may be available to Sinclair regarding any dispute or contest related to any authorizations required.

B. Sinclair, its agents, employees, patrons, guests, students, and suppliers of services or furnishers of materials shall have a right of ingress and egress to and from the FTC for uses authorized by this Agreement.

C. Sinclair shall maintain the classrooms and equipment with the Fire Science Area in good condition during the term of this Agreement.

D. Sinclair will make parking available to the City's officers, employees, students, agents and invitees in Parking Lot M at no additional charge.

ARTICLE IV. RIGHTS AND OBLIGATIONS OF THE CITY

A. The City shall, at its expense, obtain from all authorities having jurisdiction over the operations of the City in the Fire Science Area all license, certificates, permits or other authorizations that may be lawfully required for the conduct of its operations or necessary to comply with the requirements of this Agreement or to exercise any right or perform any obligation set forth herein. The City, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies that maybe available to the City regarding any dispute or contest related to any authorizations required.

B. The City, its officers, employees, agents, invitees, and suppliers of services or furnishers of materials shall have a right of ingress and egress to and from the Fire Science Area for uses authorized by this Agreement.

C. The City shall maintain a "Burn Building" in usable condition at the FTC during the term of this Agreement.

D. The City will make parking available to Sinclair's officers, employees, students, agents and invitees in the FTC parking lot and adjacent grounds, weather permitting, at no additional charge.

E. The City reserves the right to adopt and enforce reasonable rules and regulations, with respect to the use of the FTC and appurtenances, equipment, or fixtures located on the FTC, which Sinclair agrees to observe and obey. In the event of any conflict between this Agreement and such rules and regulations, this Agreement shall govern and control.

F. The City reserves the right to request or demand the removal of any employee, student, or assign whose presence at the FTC or use of the FTC is deemed, for any reason, detrimental to the City, its patients, members, employees, staff, or agents. If such a request is made, in writing, School shall withdraw the Student from the Program immediately.

G. The City reserves the right to require any of Sinclair's students, assigns, or employees to sign an indemnification, assumption of risk, and/or general release agreement prior to being permitted to use the FTC and/or appurtenances, equipment, or fixtures located on the FTC.

ARTICE V. PAYMENTS

Sinclair shall pay the City quarterly during the term of this Agreement ("Quarterly Payments") in connection with its right to use the FTC. Sinclair shall pay to the City the Quarterly Payments on the following dates:

2020 Quarterly Payments	Amount
July 1, 2020	$7,250.00
October 1, 2020	$7,250.00
Total	**$14,500.00**

2021 Quarterly Payments	Amount
January 1, 2021	$7,250.00
April 1, 2021	$7,250.00
July 1, 2021	$7,250.00
October 1, 2021	$7,250.00
Total	**$29,000.00**

2022 Quarterly Payments	Amount
January 1, 2022	$7,250.00
April 1, 2022	$7,250.00
Total	**$14,500.00**

ARTICLE VI. TERM AND TERMINATION

The term of this Agreement shall be effective on July 1, 2020 and shall terminate on June 30, 2022, unless terminate earlier pursuant to this Agreement. The parties may terminate this Agreement by mutual agreement. In the event of a material breach of this Agreement the non-breaching party will notify the breaching party of its breach and may allow fifteen (15) days to cure its breach. Termination shall not affect any liability, or other obligation occurring prior to said termination.

ARTICLE VII. RENEWAL

The parties of this Agreement may mutually renew this Agreement for one (1) additional term of two (2) years. At least ninety (90) days prior to the termination of this Agreement's initial term, the parties will determine whether to renew this Agreement. If the parties mutually agree to

renew this Agreement then the parties shall negotiate on a good faith basis to renew this Agreement. Any renewal of this Agreement shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of Lessor and Lessee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

ARTICLE VIII. MAINTENANCE AND REPAIRS

A. Sinclair shall, at its sole expense, supply the following:

1. All utilities in the Fire Science Area except telephones, including, but not limited to electricity, heating, gas steam, air conditioning (i.e., climate control) sewer and sewage services, and water, 24 hours per day, 365 days a year, and in proper working order subject to reasonable time necessary for repairs and maintenance.
2. Cleaning and lighting of all public areas and passage ways.

B. The City shall, at its sole expense, supply the following:

1. All utilities at the FTC except telephones, including, but not limited to electricity, hearing, heating, gas, steam, air conditioning (i.e., climate control, sewer and sewage services, and water, 24 hours per day, 365 days a year, and in proper working order, subject to reasonable time necessary for repairs and maintenance.
2. Cleaning and lighting.

ARTICLE IX. INSURANCE

A. Sinclair shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio, public liability insurance naming the City, its elected officials, officers, employees and agents as additional insureds in a sum of not less than $1,000,000.00 for bodily and personal injury to any person; and in a sum not less than $2,000,000.00 for bodily and personal injury for each accident and in a sum not less than $500,000.00 for property damage for each accident occurring in or about the FTC. Current certificates of insurance for each policy or concurrent policies required to be maintained by Sinclair shall be furnished to the City upon written request. All such policies shall provide notice of cancellation and/or change in coverage to the City.

B. The City hereby certifies that it is self-insured in a sum of not less than $1,000,000.00 for bodily and personal injury to any person; and in a sum not less than $2,000,000.00 for bodily and personal injury for each accident; and in a sum not less than $500,000.00 for property damage for each accident occurring in or about the Fire Science Area. A certificate of self-insurance, in a form satisfactory to Sinclair, shall be furnished by the City to Sinclair upon written request. Such certificate shall provide notice of cancellation and/or change in coverage to Sinclair.

ARTICLE X. ASSIGNMENT

Neither the City nor Sinclair shall assign its interest in this Agreement without the prior written consent of the other. All covenants, stipulations, and provisions of this Agreement shall extend to and bind the successors, assigns, and legal representatives of the respective parties hereto. Any sale, assignment, sublease, or transfer of this Agreement in violation of this Article shall be null and void.

ARTICLE XI. INVALID PROVISIONS

In the event any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall not constitute a material breach of this Agreement, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either Sinclair of the City in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

ARTICLE XII. SCHEDULE USE OF FACILITIES

A. Scheduling of the use of the FTC shall be coordinated by a representative appointed by Sinclair and by a representative appointed by the City. Sinclair and the City will provide each other with the names of these individuals upon execution of this Agreement. These representatives may be changed at any time by the parties upon written notice to the other party. The representatives shall meet quarterly, at a minimum, prior to the start of each academic quarter to review the upcoming schedule and to confirm the previous quarter's usage. If Sinclair goes to a semester schedule, this process will be adjusted accordingly. Cancellation of the use of facilities, whether whole or part of the scheduled classes, shall be submitted in writing at least three (3) business days prior to the scheduled date. Separate schedules will be maintained for the classroom building and the burn building to ensure efficient scheduling. Sinclair has the ability to schedule both the classroom building and the burn building simultaneously. If that occurs, Sinclair will only be charged for the length of time the FTC is used and not charged for the classroom building and the burn building separately. Sinclair understands that the use of the FTC by Sinclair will be on a "space available basis" and shall in no way conflict with the scheduling of Dayton Fire Department recruit classes or other Dayton Fire Department scheduled training. In the event that Sinclair has previously scheduled the FTC and then the City determines that the Dayton Fire Department needs to have exclusive use of the FTC facilities, either the classroom building, the burn building or both, on the scheduled date, the City will provide Sinclair with a cancellation notice. Said cancellation notice shall be submitted in writing at least three (3) business days prior to the scheduled date.

B. Scheduling of the use of the Fire Science Area by the City will be on a "space available" basis, and shall in no way conflict with the scheduling by Sinclair of credit and no-credit classes. Cancellation of the use of facilities, whether whole or part, shall be submitted in writing at least three (3) business days prior to the scheduled date. In the event that the Dayton Fire Department has previously scheduled the Fire Science Area and then Sinclair determines that they need to have exclusive use of the facilities on the scheduled date, Sinclair will provide the City with a cancellation notice. Said cancellation notice shall be submitted in writing at least three (3) business days prior to the scheduled date.

C. Any disputes as to the scheduling of the use of the FTC or the Fire Science Area by the parties will be resolved in a good faith manner. Any failure on the part of the parties to negotiate in good faith as to resolving scheduling disputes will constitute grounds for terminating the Agreement.

ARTICLE XIII. GENERAL PROVISIONS

A. Where this Agreement speaks of approval and consent by the City, such approval and consent is understood to be manifested by act of City Manager, or his/her designated representative, and, when necessary, the City Commission.

B. Where this Agreement speaks of approval and consent by Sinclair, such approval and consent is understood to be manifested by act of the President, or his/her designated representative.

C. Notices to the City provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Fire
300 North Main Street
Dayton, Ohio 45402

D. Notice to Sinclair provided for in this Agreement shall be sufficient if sent by certified mail, postage prepaid, address to:

Paul Murphy
Sinclair Community College
Office of Business Services
444 West Third Street
Dayton, Ohio 45402

E. This Agreement and any amendment or extension hereto shall be binding on the parties only when approved and executed by an authorized representative of the City and by an authorized representative of Sinclair.

F. The parties may amend or modify this Agreement, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, executed by a duly authorized representative of the City and Sinclair and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

G. The City and Sinclair agree to abide by, and notify their respective agents, employees, visitors, invitees, and licensees, and require them to comply with, the official non-smoking policies applicable to the FTC and/or the Fire Science Area.

H. The City specifically acknowledges and recognizes that Sinclair has certain policies, procedures, and regulations that are applicable to activities occurring on Sinclair's campus. As a licensee upon Sinclair's campus, the City, and all individuals accessing Sinclair's campus by and through this Agreement, agree to abide by any and all such policies, procedures, and regulations that are adopted by Sinclair, and which are reasonably applicable to the City's activities, including but not limited to the following: campus security, parking, safety, signage, catering/food service, and non-smoking. Any substantial breach of such policies, procedures, and regulations will be deemed to be a breach of this Agreement.

I. Sinclair, in its use of the FTC, recognizes the City's official policies, procedures, and regulations applicable to such activities on the FTC. Sinclair, as a licensee on the FTC premises, agrees that all individuals entering said premises under Sinclair's auspices shall abide by all such policies, procedures, and regulations which are reasonably applicable to Sinclair's activities.

J. The City and Sinclair warrant and represent that any "certificates as to availability of funds" required by either of them in order for this Agreement to be enforceable according to its terms shall be appropriately secured and attached to this Agreement.

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

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

L. No waiver by either party at any time, of any of the terms, conditions, covenants or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other. Receipt by City of payments with knowledge of the breach by Sinclair of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provisions of this Agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized representative of City or Sinclair, as the case may be.

No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein

M. This Agreement merges all prior negotiations and understandings and there are no other agreements and understandings, oral or otherwise, between the parties pertaining to the contents of this Agreement. This Agreement and any written agreement hereafter made between the parties hereto shall be binding upon the parties only when fully executed by an officer or authorized representative of both parties, and if necessary approved by the Commission of the City of Dayton. A signed copy of this Agreement shall be mailed or delivered to Sinclair after execution thereof by City.

N. The parties represent that each has carefully reviewed the terms and conditions of this Agreement and are familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

O. By execution of this Agreement, the parties hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

P. 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.

Q. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. All section references, unless otherwise expressly indicated, are to sections in this Agreement. Any references to any exhibit or document

shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Agreement.

R. By entering into this Agreement, City shall in no way be deemed a partner or joint venturer with Sinclair, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Agreement.

S. This Agreement shall not be construed more strictly against any of the Parties because a particular attorney drafted all or part of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereunto on the day and year first written above.

THE CITY OF DAYTON, OHIO

By:_____

Its:_____

SINCLAIR COMMUNITY COLLEGE

By:_____

Its:_____

APPROVED AS TO FORM AND CORRECTNESS:

_____

City Attorney MWG

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

_____, 2020

_____ Min. Bk. _____ Pg. _____

_____

Clerk of Commission

City Manager's Report

7.

From **2600 - Economic Development**

Date **June 10, 2020**

Expense Type **Other, (See Description Below)**

Supplier, Vendor, Company, Individual

Total Amount $158,553.01 thru 12-31-2020

Name **Various**

Address **See attached CF's**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Development Fund	16300-2600-1224-41	$158,553.01

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

Description

Dayton Economic Attraction Program (DEAP): Annual Payments

The Department of Economic Development is requesting approval to disburse the annual DEAP grants based on income tax withholdings for net new jobs created. On February 25, 2009 the Dayton City Commission approved DEAP and its policies, eligibility criteria and administrative guidelines by Ordinance No. 30837-09. On November 30, 2016 the Dayton City Commission amended the administrative guidelines by Ordinance No. 31538-16.

DEAP provides an annual grant for three years to companies that create new full-time jobs/payroll in the Downtown area or within one of Dayton's targeted industry sectors. The annual grant is calculated as a percentage of income tax from new job/payroll creation; 100% for first, 75% for second and 50% for third year for businesses located in downtown Dayton and 50% for three years for businesses within the targeted industry sectors that are not located downtown. The grant is based on a 2.25% tax rate because the Issue 9 funds are earmarked for specific uses. Based on the new employment and payroll information submitted by the companies and verified by the City's financial records, these four companies met the requirements for DEAP and will receive grants:

- Acadia Lead Management
- CareSource Management Group Co.
- RSM US, LLP.
- Shops by Todd

A Certificate of Funds is attached for each company.

Signatures/Approval

Division Todd R. Weber

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS CT20-2306

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2020
Original Commission Approval	$ 8,809.38
Initial Encumbrance	$ 8,809.38
Remaining Commission Approval	$ -

Original CT/CF	CT192306
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 8,809.38 Fund Code 16300 - 2600 - 1224 - 41 - ____ - ____ Fund Org Acct Prog Act Loc	Amount: ____ Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: ____ Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: ____ Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Acadia Lead Management Services Inc.

Vendor Address: 130 West 2nd Street, Suite 1050 Dayton Ohio 45402
Street City State Zipcode + 4

Federal ID: 20-4561890

Commodity Code: 91849

Purpose: DEAP reimbursement for second year of program. Previous CT192306.

Contact Person: Jill Bramini Economic Development 5/28/2020
Department/Division Date

Originating Department Director's Signature: Fred P. Weber

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 appropirated 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: 06-02-2020

CF Prepared by — Date: 06/02/2020 — CF/CT Number: CT20-2306

CERTIFICATE OF FUNDS

CT20-2047

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2020
Original Commission Approval	$ 59,090.16
Initial Encumbrance	$ 59,090.16
Remaining Commission Approval	

Original CT/CF	CT182047, CT192047
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 59,090.16	Amount:
Fund Code 16300 - 2600 - 1224 - 41 - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: CareSource Management Group Co

Vendor Address: 230 North Main Street (Street) Dayton (City) Ohio (State) 45402 (Zipcode + 4)

Federal ID: 31-1703368

Commodity Code: 91849

Purpose: DEAP reimbursement for third year of program. Previous CT182047 for year 1, CT192047 for year 2.

Contact Person: Jill Bramini Economic Development (Department/Division) 5/28/2020 (Date)

Originating Department Director's Signature: Todd P. Walker

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 appropirated 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: 6-3-2020

CF Prepared by — Date: 6/2/2020 — CF/CT Number: CT20-2047

CERTIFICATE OF FUNDS

CT20-2307

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2020
Original Commission Approval	$ 80,838.90
Initial Encumbrance	$ 80,838.90
Remaining Commission Approval	$ -

Original CT/CF	CT192307
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 80,838.90	Amount:
Fund Code 16300 - 2600 - 1224 - 41 - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: RSM US LLP

Vendor Address: 6 South Patterson Blvd (Street) Dayton (City) Ohio (State) 45402 (Zipcode + 4)

Federal ID: 42-0714325

Commodity Code: 91849

Purpose: DEAP reimbursement for second year of program. Previous CT192307 for year 1.

Contact Person: Jill Bramini Economic Development (Department/Division) 5/28/2020 (Date)

Originating Department Director's Signature: Fred P. Weber

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 appropirated 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: 6-3-2020

CF Prepared by — Date: 6/2/2020 — CF/CT Number: CT20-2307

CERTIFICATE OF FUNDS

CT20-2049

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2020
Original Commission Approval	$ 9,814.57
Initial Encumbrance	$ 9,814.57
Remaining Commission Approval	$ -
Original CT/CF	CT182049, CT192049
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 9,814.57	Amount:
Fund Code 16300 - 2600 - 1224 - 41 - ____ - ____ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Shops by Todd Inc

Vendor Address: 312 North Patterson Blvd Ste 260 (Street) Dayton (City) Ohio (State) 45402-2003 (Zipcode + 4)

Federal ID: 31-1458542

Commodity Code: 91849

Purpose: DEAP reimbursement for third year of program. Previous CT182049 for year 1, CT192049 for year 2.

Contact Person: Jill Bramini Economic Development (Department/Division) 5/28/2020 (Date)

Originating Department Director's Signature: Fred P. Walker

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 appropirated 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 6/3/2020

CF Prepared by — Date 6/2/2020 — CF/CT Number CT20-2049

MEMORANDUM | DAYTON

May 28, 2020

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

LaShea Lofton, Director
Finance Department

FROM: Ford P. Weber, Director FPW
Department of Economic Development

SUBJECT: Request for Approval – DEAP Annual Payments

Attached for City Commission approval are four certificate of funds in the amount of $158,553.01. These are for the Dayton Economic Attraction Program (DEAP) Annual Payments. There are four companies that are eligible for an annual grant based on 2019 income tax withholdings.

The Department of Economic Development has worked with the individual companies and the Finance Department to verify the income tax withholdings collected in 2019.

If you have any questions, please contact me at extension 3621.

FPW/jkb

BY Mr. Joseph NO 31538-16

AN ORDINANCE

Amending the Dayton Economic Attraction Program and Adopting the Policies, Eligibility Criteria, and Administrative Guidelines for the Dayton Economic Attraction Program, and Declaring an Emergency.

WHEREAS, The Commission of the City of Dayton established the Dayton Economic Attraction Program (DEAP) by Ordinance Number 30837-09 on February 25, 2009; and

WHEREAS, The purpose of the DEAP is to be aggressive and proactive in stimulating job growth in the City; and

WHEREAS, Current economic conditions have made business attraction more competitive than ever before; and

WHEREAS, In order to be a more competitive location for businesses Dayton wishes to amend the administrative guidelines to allow for more flexibility in the business incentive program that rewards business for adding jobs in the City; and

WHEREAS, For the immediate preservation of the public peace, property, health, and 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 THAT:

Section 1. The Dayton Economic Attraction Program is hereby amended.

Section 2. The Dayton Economic Attraction Program shall be administered according to the policies, eligibility criteria, and administrative guidelines as specified in Attachment A.

Section 3. The City Manager is authorized to implement the Dayton Economic Attraction Program and recommend projects for consideration by the Dayton City Commission.

Section 4. That for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION...Nov. 30....., 2016

SIGNED BY THE MAYOR..November 30....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

MEMORANDUM | DAYTON

November 22, 2016

TO: Shelley Dickstein, City Manager

FROM: Ford P. Weber, Director FPW
Department of Economic Development

SUBJECT: Ordinance Amending the Administrative Guidelines of the Dayton Economic Attraction Program

This memorandum accompanies and explains the legislation to amend the policies, eligibility criteria, and administrative guidelines of the Dayton Economic Attraction Program (DEAP). On February 25, 2009 the Dayton City Commission approved DEAP and its policies, eligibility criteria, and administrative guidelines by Ordinance number 30837-09.

The Department of Economic Development requests approval of changes to the program to allow for more flexibility as an attraction tool. Changes include:

1. a cap on the total three-year benefit for each business,
2. allowing DEAP to be used for startups with adequate business plans and documentation,
3. DEAP Review Committee changed to Development Fund Allocation Committee, and
4. a change to the benefit percentages for Downtown businesses to 100% in year one, 75% in year two, and 50% in year three.

If you have any questions, please contact Mary Faulkner at extension 3819.

FPW/jb
Attachments
1. Ordinance 30837-09
2. DEAP Incentive Grant Application
3. DEAP Guidelines
4. DEAP Administrative Policies

C: Tammi Clements
Joe Parlette

Dayton Economic Attraction Program (DEAP)
Incentive Grant Application

Note: In order to receive the financial incentive, the enterprise must submit the application and receive approval by the City of Dayton prior to the start of the project. Eligible companies must be located Downtown or fit within one of Dayton's targeted industry sectors.

A. Contact Information

1. Company Name:_____

2. Company Address_____

3. Contact Person:_____ 4. Title:_____

5. Telephone Number:_____ 6. Fax Number:_____

7. Email Address:_____

B. Business Information

1. Name of Principal Owner(s):_____

2. Name of Officers:_____

3. Type of Business (Primary good/service):_____

4. Business Form:

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ LLC ☐ Other

5. Target Industry Sector:

☐ Aerospace Research and Development ☐ Healthcare and Human Services

☐ IT, Data Management and Sensors Technologies ☐ Other

☐ Advanced Materials and Manufacturing

6. Year Formed:_____ 7. Are Operations Seasonal? ☐ Yes ☐ No

8. NAICS Number(s):_____

C. Project Information

1. Project Location (if different from A2):_____

2a. From where are the relocated jobs and/or assets coming?_____

3a. Start Date of Project:_____ 3b. End Date of Project:_____

4. Describe the Project (i.e. Number of Square Feet, Relocation, Purchase Equipment, etc.)

_____
_____
_____
_____
_____

5. State the reason(s) for requesting DEAP and how it will impact your business:

_____
_____
_____
_____
_____

6. If there is specific investment associated with your job creation, estimate the dollar amount to be invested by the enterprise to establish, expand, renovate, or occupy a facility:

	Minimum	Maximum
Acquisition of Building		
Acquisition of Land		
New Construction		
Improvements		
Machinery/ Equipment		
Furniture/ Fixtures		
Inventory		
Total Project Investment		

D. Tax and Environmental Information

1. Does the company owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

☐ Yes ☐ No

b. Any money to the State or state agency for administration or enforcement of environmental laws of the state?

☐ Yes ☐ No

c. Any other money to the State, state agency, or political subdivision that is past due, whether the amount is being contested in a court of law or not?

☐ Yes ☐ No

d. If answered yes to any of the above parts, please provide a detailed explanation of each instance including, but not limited to, the location, amounts, and/or case identification numbers as an attachment.

E. Job Creation Projections

1. Indicate current number of Full-time Equivalent (FTE) Employees in the company:_____.

2a. Estimate number of new FTE Employees the company intends to hire:_____.

2b. Indicate number of jobs created per year and estimate amount of annual payroll and average wage of FTE Employees:

Year	Jobs Created (est.)	Total Payroll	Average Wage ($/hr)
1		$	$
2		$	$
3		$	$

Information Request Authorization:

Submission of this application expressly authorizes the City of Dayton to confirm statements contained within this application and to review applicable confidential records. As part of this application, the applicant may also be required to complete a wavier form allowing the City of Dayton Division of Revenue & Taxation to release specific tax records considering the incentive request. The applicant agrees to supply additional information upon request by the City of Dayton. Failure to supply the requested information will immediately result in removal from the Dayton Economic Attraction Program.

Certification

By Signing below, the applicant affirmatively covenants that the informant contained in and submitted with this application is complete and correct and is aware of ORC Section 2921.13 and 2929.31, including penalties for falsification which could result in felony charges and the forfeiture of all current and future economic development assistance benefits, as well as a fine as much as $10,000 and/or term of imprisonment.

_____ (Name of Company)	_____ (Signature)
_____ (Date)	_____ (Typed/Printed Name and Title)
_____ (Name of Company)	_____ (Signature)
_____ (Date)	_____ (Typed/Printed Name and Title)

OFFICE USE ONLY

Application Fee received: ☐ Yes ☐ No

Type: ☐ Downtown ☐ Targeted Industry ☐ Both

Rate: ____ Year One ____ Year Two ____ Year Three

ED Reviewer: _____

Department of Economic Development
Dayton Economic Attraction Program (DEAP) Guidelines

PURPOSE: The purpose of the DEAP (the "Program") is to provide an incentive for the attraction and growth of businesses in Downtown Dayton and key industry sectors. This Program may be used in conjunction with other financing and incentive programs available through the City of Dayton as well as the federal government, the State of Ohio, and the Dayton-Montgomery County Port Authority as provided herein.

INCENTIVE: The City of Dayton may at the discretion of the City Manager provide, as an incentive, an annual grant for up to three years at the following percentages:

Downtown Dayton – Accelerated incentive schedule, i.e. 100-75-50 of income tax withholding from new job creation.

Key industry sectors – 50% of income tax withholding from new job creation.

$1,000,000 cap on the total three-year benefit per company

ELIGIBILITY: To qualify for the Program, an enterprise must be currently located in or planning to locate in Downtown Dayton. (Downtown Dayton is illustrated on the attached zoning map.) Or, an enterprise must be currently located in or planning to locate anywhere in the City of Dayton <u>and</u> fit within one of the following key industry sectors:

Advanced Materials & Manufacturing
Aerospace Research and Development
IT, Data Management & Sensors Technologies
Health Care & Human Services

In addition, an entity must intend to create and maintain no less than five net new full-time-equivalent (FTE) jobs <u>or</u> no less than $200,000 net new payroll (as a result of net new jobs). The grant will only be for net new jobs created, not existing positions with new employees. **NOTE:** If an enterprise has received City funds within three years prior to application, the enterprise <u>might</u> be disqualified from the Program.

"Net New Job" means a full-time employee first employed by an enterprise after the enterprise is approved for the program. "Net New Job" does not include an employee if, immediately prior to being employed by the enterprise, the employee was employed by another enterprise that is a related member or predecessor enterprise of that enterprise. "Net New Job" does not include an employee who was previously employed by the enterprise within the last 6 months. This means an employee who was laid off within the last six months will not be considered a net new job.

APPLICATION: In order to be considered for the Program, an enterprise must submit a completed application. An application will not be complete until all of the following items are received by the Department of Economic Development.

1. An application to the Department of Economic Development;
2. A $250.00 non-refundable application fee with the application; and
3. All required documentation (as set forth on the DEAP Application).

Applications are available at the City of Dayton, Department of Economic Development, 101 West Third St., Dayton, Ohio 45402, or on the City's website at www.DaytonOhio.gov.

If all eligibility requirements are met and a completed application and application fee have been received by the Department of Economic Development, the application will be forwarded to the Development Fund Allocation Committee for approval. A determination letter will be provided within 30 days of receipt of a completed application.

GRANT AMOUNT: The actual amount of the grant will be based on the actual new income tax withholding compared to a baseline determined at the time of application.

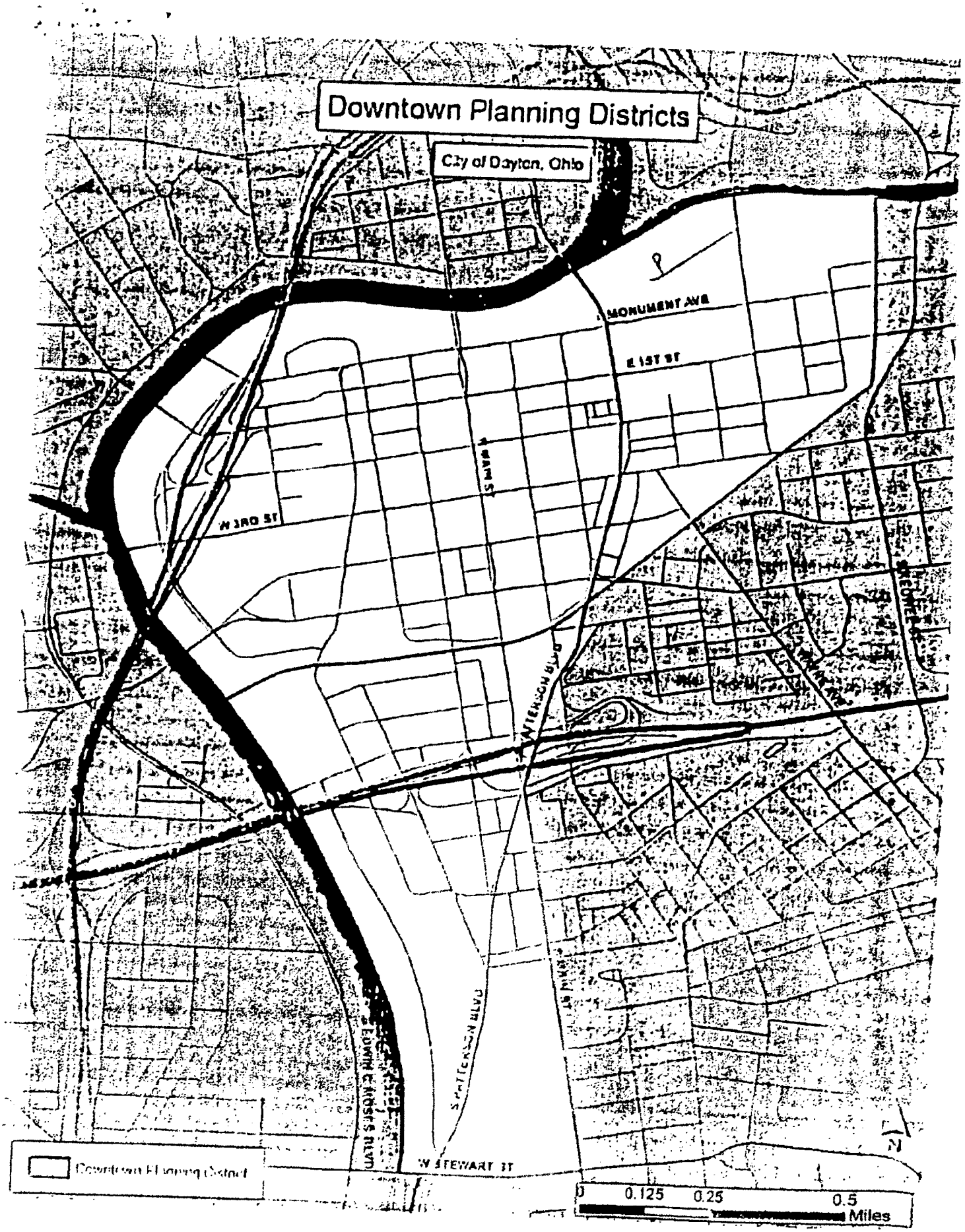
PAYMENT: The DEAP grant payment will be made in the second half of the following year after the enterprise files an annual DEAP year-end report in the calendar year following and then the succeeding two years if the enterprise remains qualified.

ADDITIONAL REQUIREMENTS:

1. Applicant must submit all documentation as required by the City of Dayton's Department of Economic and the Development Fund Allocation Committee.
2. Approved applicants must submit an annual DEAP year-end report certifying the number of net new jobs.
3. Applicant must be current on all local, state, and federal taxes, assessments, and bills.
4. Applicant must be in compliance with all local, state and federal laws, including, without limitation, zoning, building, and fire codes.
5. Applicant must comply with Dayton's Revised Code General Ordinances Section 35.70 through 35.74, commonly known as the "Living Wage Ordinance."
6. Applicant must provide evidence of ownership or lease at the time of application.
7. Applicant must provide financial records as requested.

Department of Economic Development
Dayton Economic Attraction Program (DEAP)
Administrative Policies

1. This Program may be used in conjunction with other financing and incentive programs available through the City of Dayton, however, if an enterprise has received City funds within three years prior to application, the enterprise might be disqualified from receiving a DEAP grant.
2. "Net New Job" means a full-time employee first employed by an enterprise after the enterprise is approved for the program. "Net New Job" does not include an employee if, immediately prior to being employed by the enterprise, the employee was employed by another enterprise that is a related member or predecessor enterprise of that enterprise. "Net New Job" does not include an employee who was previously employed by the enterprise within the last six months. This means an employee who was laid off within the last six months will not be considered a net new job.
3. Applicant must be current on all local, state, and federal taxes, assessments, and bills.
4. Applicant must be in compliance with all local, state and federal laws, including, without limitation, zoning, building, and fire codes.
5. Applicant must comply with Dayton's Revised Code General Ordinances Section 35.70 through 35.74, commonly known as the "Living Wage Ordinance."
6. All applicants should have an R&E analysis prior to approval of their application.
7. Applicant must provide evidence of ownership or lease within the corporate limits of the City of Dayton at the time of application.
8. The Department of Economic Development will be responsible for receiving the DEAP applications and associated materials and year-end reports.
9. The Development Fund Allocation Committee (DFAC) will be made up of staff from the Office of Economic Development, the Office of Management and Budget, and the Department of Finance.
10. DFAC will have 30 days to review and approve applications.
11. The Department of Economic Development will track job creation as a result of the Program.


Downtown Planning Districts
City of Dayton, Ohio
MONUMENT AVE
E 1ST ST
W 3RD ST
S MAIN ST
PATTERSON BLVD
EDWIN C ROSES BLVD
W STEWART ST
Downtown Planning District
0 0.125 0.25 0.5
Miles

BACK

BY M.R. Joseph NO. 30837-09

AN ORDINANCE

Establishing the Dayton Economic Attraction Program and Adopting the Policies, Eligibility Criteria, and Administrative Guidelines for the Dayton Economic Attraction Program, and Declaring an Emergency.

WHEREAS, Dayton seeks to be aggressive and proactive in stimulating job growth in the City; and

WHEREAS, Current economic conditions have made business attraction more competitive than ever before; and

WHEREAS, In order to stay in front of the competition, Dayton has developed a persuasive new business incentive program that rewards business for adding jobs in the City; and

WHEREAS, For the immediate preservation of the public peace, property, health, and 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 THAT:

Section 1. The Dayton Economic Attraction Program is hereby established.

Section 2. The Dayton Economic Attraction Program shall be administered according to the policies, eligibility criteria, and administrative guidelines as specified in Attachment A.

Section 3. The City Manager is authorized to implement the Dayton Economic Attraction Program and recommend projects for consideration by the Dayton City Commission.

Section 4. That for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION February 25, 2009

SIGNED BY THE MAYOR February 25, 2009

Mayor Rhine McLin, City of Dayton, Ohio

ATTEST:

Rachella Lavender

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney

BACK

1st Reading 8.
3/8/5-20

DRAFT

By:..... No.....

AN ORDINANCE

Consenting to Crack Seal Interstate Route 75
Within the City of Dayton, and Agreeing to Cooperate
In Matters Incidental Thereto, Including the Execution of
Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio Department of Transportation ("ODOT") has identified the need for sealing cracks on Interstate Route 75, identified by ODOT as MOT IR 75 11.07; and,

WHEREAS, The City of Dayton intends to cooperate with the State of Ohio Director of Transportation in the planning, design, and construction of said improvement; now, therefore,

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

Section 1. That the Commission hereby gives consent to the Director of Transportation to seal cracks on Interstate Route 75, said project being in the public interest and identified by ODOT as MOT IR 75 11.07 ("Project").

Section 2. That the City shall cooperate with the Director of Transportation in the Project as follows:

A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

B. In addition, the City also agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the

Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. That the City Manager is hereby authorized on behalf of the City to enter into contracts with the Director of Transportation to complete the Project.

Passed by the Commission....., 2020

Signed by the Mayor....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

May 27, 2020

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer KGS
Division of Civil Engineering

SUBJECT: Interstate 75 Crack Sealing
MOT IR 75 11.07, PID 101160
Preliminary Legislation

Attached is legislation between the City of Dayton and the Ohio Department of Transportation for a project that seals cracks on Interstate 75. The project will be 100% funded from ODOT funds and will be performed through ODOT's District 7 Office. Work is expected to begin in the fall of 2021.

Please present the attached Ordinance to the City Commission at its June 10, 2020 meeting. The Department of Law has approved the document as to form, and a copy of ODOT's request for consent legislation is attached.

If you have any questions, please contact me at 3838.

KGS

Attachments

Cc: Mr. Parlette
Ms. Clements
Mr. Stovall

Steeber, Keith

From: Robin.Castle@dot.ohio.gov
Sent: Tuesday, March 24, 2020 8:23 AM
To: Steeber, Keith
Subject: PID 101160- MOT IR 75 11.07 - Consent Legislation
Attachments: PID 101160 - MOT Dayton - CLEG.doc

Good Morning,

Attached please find a template for preliminary consent legislation for the project known as PID 101160 - MOT IR 75 11.07 currently in the ODOT District 7 Fiscal Year 2022 Work Plan. This project will crack seal IR 75 in Montgomery County with a portion in the City of Dayton.

The attached is only a template. The City can use this template or use legislation format of their own. Original signatures are no longer required and when complete, the enacted and signed legislation can be scanned and returned to me or it can be sent by US Mail to my attention at the address below. If for any reason the City would like me to pick up the legislation, I will be happy to do so.

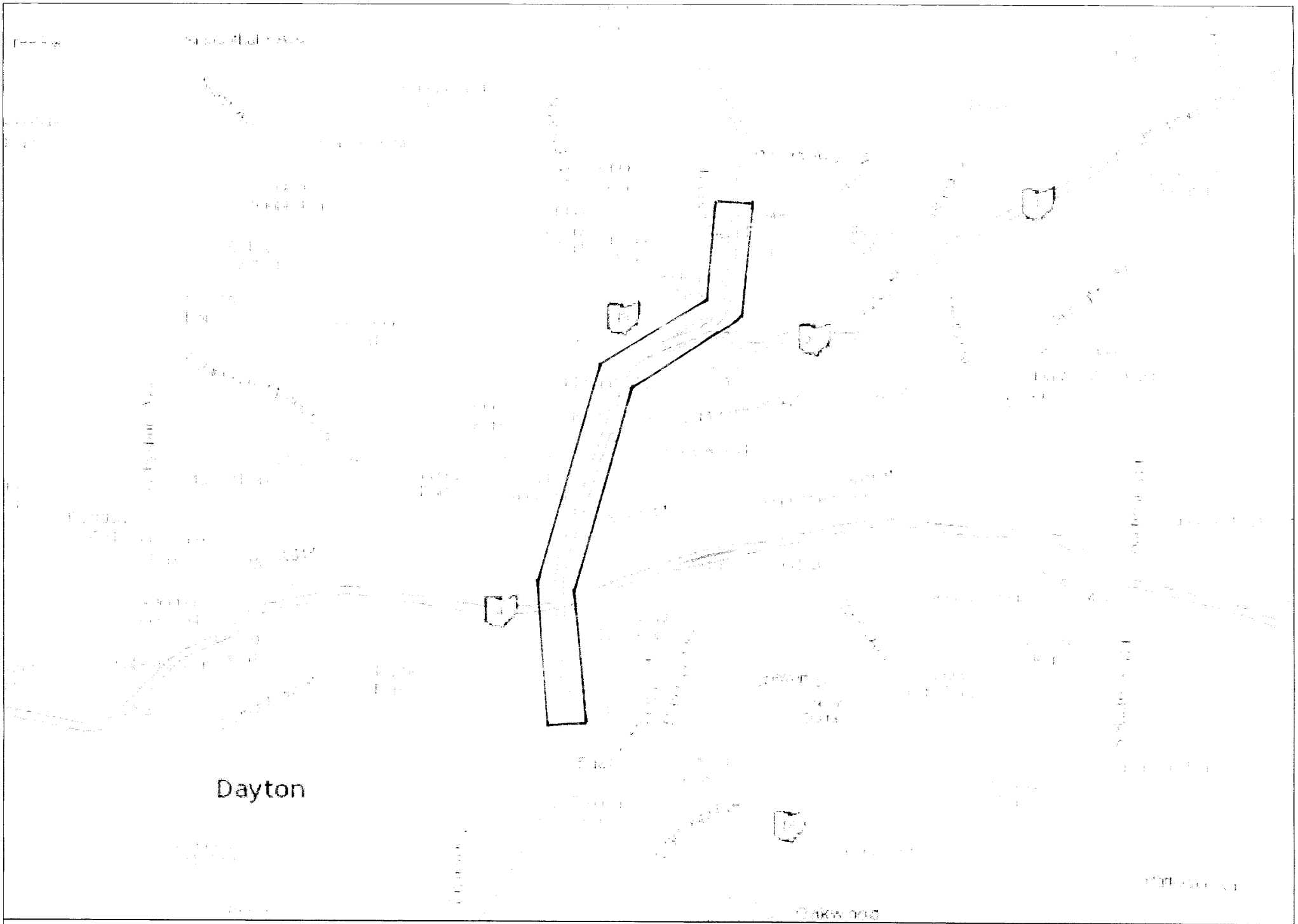
A little about the project, PID 101160 - MOT IR 75 11.07 is currently scheduled to sale in state fiscal year 2022 - quarter 1. Maps and general information can be found on the ODOT TIMS website at the link here: https://gis.dot.state.oh.us/tims/projects

In order to keep the project on its current schedule we would like to receive the completed legislation no later than Tuesday, September 1, 2020 .

If you have any questions or need anything further, please let me know.

Thank you for cooperation,

Robin A. Castle
Program Administrator 2
ODOT District Seven
1001 St. Mary's Avenue, Sidney, OH 45365
D7: 937-497-6888 - D8: 513-933-6559
transportation.ohio.gov



TRANSPORTATION INFORMATION MAPPING SYSTEM

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Date: 4/9/2020

BACK

DAYTON

Department of Planning & Community Development

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 / Fax (937) 333-4281
www.daytonohio.gov

DRAFT

9.

May 8, 2020

P. H. - JUNE 10, 2020
8:30 A.M.

CASE NO. PLN2020-00077

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

Greg Scott/AS

SUBJECT: Transmittal of Report for City Plan Board Case PLN2020-00077
Establish Planned Development PD-178 at 721 Miami Chapel Road for a Five Rivers Health Centers Building

Applicant: Mr. Kim Patton for Five Rivers Health Centers
Elevar Design Group
555 Carr Street
Cincinnati, OH 45203

Description: Establish Planned Development PD-178 at 721 Miami Chapel Road which is located at the northwest corner of Miami Chapel Road and Campbell Street, and rezone all property within the boundaries of PD-178 from MR-5 Mature Single-Family Residential to T Transitional. The owner of the property, Five Rivers Health Centers, plans to build a health center at the site.

Board Action: Date: April 14, 2020 Decision: Recommended Approval

Attachments:
1. Plan Board Minute Record
2. Plan Board Case Report
3. Copy of Ordinance

If you have any questions, please contact Ann Schenking at ext. 3699.

GS/ams

c: Ms. Dickstein, Mr. Parlette, Ms. Clements, Mr. Kinskey, Mr. Kroeger, Ms. Schenking

MEMORANDUM | DAYTON

April 28, 2020

TO: Rashella Lavender, Clerk of Commission
Office of the City Commission

FROM: Ann Schenking, Secretary
City Plan Board

SUBJECT: **Advertise Public Hearing for City Plan Board Case PLN2020-00077 Establish Planned Development PD-178 at 721 Miami Chapel Road for a Five Rivers Health Centers Building**

Applicant: Mr. Kim Patton for Five Rivers Health Centers
Elevar Design Group
555 Carr Street
Cincinnati, OH 45203

Description: Establish Planned Development PD-178 at 721 Miami Chapel Road which is located at the northwest corner of Miami Chapel Road and Campbell Street, and rezone all property within the boundaries of PD-178 from MR-5 Mature Single-Family Residential to T Transitional. The owner of the property, Five Rivers Health Centers, plans to build a health center at the site.

Board Action: Date: April 14, 2020 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing is scheduled for Wednesday, June 10 at 8:30 A.M.**

Advertising: Advertise Public Hearing on **Friday, May 8, 2020**
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

If you have any questions, please contact me at ext. 3699. Thank you.

c: Case File, w/ attachment

City of Dayton
Office of the City Commission
City Hall • 101 West Third Street
Dayton, Ohio 45402
(937) 333-3636

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, June 10, 2020 at 8:30 A.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on June 10, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than June 9, 2020 and the decision will be posted on the City of Dayton website at www.daytonohio.gov. If you wish to attend, listen to, or speak at the hearing, please contact Ann Schenking in Department of Planning and Community Development at 937-333-3699 or ann.schenking@daytonohio.gov by 2:00 P.M. on June 9, 2020 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment Case: PLN2020-00077

Establish Planned Development PD-178 at 721 Miami Chapel Road which is located at the northwest corner of Miami Chapel Road and Campbell Street, and rezone all property within the boundaries of PD-178 from MR-5 Mature Single-Family Residential to T Transitional. The owner of the property, Five Rivers Health Centers, plans to build a health center at the site.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Ann Schenking, contact information above.

By order of the City Commission of the City of Dayton, Ohio.

RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION

City of Dayton
City Plan Board

Summary Minute Record
April 14, 2020

1. PLN2020-00077 – Zoning Map Amendment -- Establish Planned Development PD-178 for 721 Miami Chapel Street and Rezone All Property Within the Boundaries of the Planned Development from MR-5 Mature Single-Family to T Transitional

Applicant: Mr. Kim Patton
Elevar Design Group
555 Carr Street
Cincinnati, OH 45203

Priority Land Use Board: West Planning District: Edgemont

Decision: Recommended Approval

Staff Comments

Tony Kroeger presented the staff report. He said staff believed the determinations and findings could be made and recommended approval. A work session on this project was held on March 10, 2020. To recap, this is a proposed redevelopment of the Whittier School site for a Five Rivers Health Center at 721 Miami Chapel Street within the Edgemont Planning District. A Planned Development is proposed, which will change the zoning from MR-5 Mature Single-family Residential to T Transitional with a PD overlay. The Health Center will serve the Dayton region, and the site was chosen based on its proximity to residents who will benefit from the Health Center, accessibility from I-75 and SR-35, lot size and price.

The site is 4.4245-acres of vacant land. Although it consists of mostly grass, the site will need some additional prep work due to the presence of the previous school structure. Upon completion of site borings, it was determined that the foundation and basement of the school is buried underground. Excavation of the structure, grading and extra-deep footing with be required for the new structure construction.

The site is currently zoned MR-5, which doesn't allow for medical offices. The architects have met with planning and zoning staff to determine the path forward. It was determined that a planned development and change of the underlying zoning to Transitional would best suit the needs of the medical use. A site nearby was recently rezoned to Transitional for medical uses and amending the zoning on this site will allow for consistent zoning within the area. Although the Transitional district allows for medical office, there are still some aspects of the design and proposed use that do not comply with the proposed zoning district. Thus, a planned development will also allow the redevelopment of the site to be flexible and in line with the goals of Five Rivers Health Centers.

The flexibility of a planned development will allow for an increased front building setback, an increase in allowable height and scale, use of a drive-thru for a proposed pharmacy, and parking in the front yard. Planning, zoning, and CityWide have been in discussions with the Elevar Group, the architecture firm responsible for the design. Elevar has submitted the current plan based on feedback from the City in terms of site design and Five Rivers Health Centers need for specific interior layout and parking requirements. Also, the design of the building will follow sustainability practices and be LEED certified.

The facility will include medical offices for women's health, family health and dentistry, as well as a pharmacy and administration. A portion of the second floor will be a 10,000-sf shell space for future expansion. The submitted site plan includes a building footprint of 38,000-sf for two-stories and an 11,000-sf third story set on the back half to the building to visually lessen the height of the building from the street. The proposed building will total 85,000-sf. Each floor is designed at 14-ft, with a building height around 45-ft total.

The building's entrance is situated along Miami Chapel Road and includes a prominent portico and vehicular drop-off area. Also, the proposed pedestrian access from the street mimics that of the previous school, with a separated, straight, tree-lined walk from the street. The site holds 225 parking spaces and has been laid out to allow for patient parking nearest to the entrance. Parking at the back will be for employees and ambulances/shuttles for incarcerated patients.

Ample setbacks are proposed along Miami Chapel and Campbell allowing for both street trees and landscaped bio swales. Also, at the intersection, a large 9, 000-sf detention area will provide attractive green space for passersby. Three new curb cuts will be added to the site, two off of Campbell, and one on Miami Chapel. The northern-most curb-cut will ease the circulation of the proposed pharmacy drive-thru, as users can enter and exit there without circling the entire site.

The design of the site has examined a number of possible layouts and the submitted layout has been determined to best meet the needs of Five Rivers Health Centers and also take the City's zoning code requirements into consideration.

Public Hearing Comments
The applicants, Kimberly Patton, Elevar Design Group, 555 Carr Street, Cincinnati, OH and Gina McFarlane-El, CEO, Five Rivers Health Centers, 2261 Philadelphia Drive, Dayton, OH, described the project and answered questions from the Plan Board.

Board Discussion
The Plan Board discussed the project. Ms. Pegues asked if staff from the Philadelphia Drive location will be moved to this new location. Ms. McFarlane-El said some staff will be moved but many will remain on Philadelphia Drive. Mr. Payne asked about the status of additional parking that is needed north of the location. Ms. McFarlane-El said they are waiting to hear back from the landlord of the additional property they wish to use for parking. Mr. Kroeger noted that the project meets Zoning Code parking requirements; no parking variance is needed for the project. Mr. Patton said Five Rivers is looking to add parking beyond what the Zoning Code requires. Ms. Pegues asked if meeting space will be provided in the building; Ms. McFarlane-El said each floor contains meeting space. Mr. Scott noted that the landscape plan does not include all needed landscaping. Staff, the applicants, and Plan Board members agreed that a sentence will be added to the PD requirements stating that "Vegetation between the proposed parking lot and Miami Chapel Road shall be installed and densely planted to soften the visual impact of the parking lot and obstruct the impact of automobile headlights."

Board Action
A motion was made by Mr. Payne, seconded by Mr. Sauer and carried to recommend City Commission approval of Case PLN2020-00077 based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report. A sentence will be added to the Planned Development requirements stating that "Vegetation between the proposed parking lot and Miami Chapel Road shall be installed and densely planted to soften the visual impact of the parking lot and obstruct the impact of automobile headlights."

Ms. Beverly Pendergast	Yes	Mr. Paul Bradley	Yes
Mr. Richard Wright	Absent	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on May 12, 2020.

Ann Schenking, Secretary
City Plan Board

CITY PLAN BOARD REPORT
PLN2020-00077 - FIVE RIVERS HEALTH CENTER PROPOSED REZONING
April 14, 2020

REQUEST/ DESCRIPTION:

A zoning map amendment application for 4.4 acres at the northwest corner of Miami Chapel Road and Campbell Street (721 Miami Chapel Road) from MR-5 (Mature Single-Family Residential) to Transitional with a Planned Development Overlay to allow for the construction of a medical office building.

Applicant:
Elevar Design Group
c/o Kim Patton
555 Carr Street
Cincinnati, OH 45203

Property Owner:
Five Rivers Health Centers
2261 Philadelphia Drive
Dayton, OH 45406

Land Use Committee: West **Neighborhood:** Edgemont

Board Authority:
150.125.1 Authority for Amendments
The regulations imposed and the districts created under this Zoning Code may be amended from time to time by ordinance duly enacted by the City Commission. No such amendment shall be adopted except in accordance with the procedure specified in sub-sections 150.125.2 to 150.125.11, inclusive, of this Zoning Code. (Ord. 30515-05, passed 12-28-05)

Applicable Plans and Policies:
Zoning Code (2006)
CitiPlan 20/20 (1999)
CitiPlan 20/20 Revised Land Use Principles (2007)
Carillon/Edgemont Neighborhood Plan (2018)

CURRENT CONDITIONS

Existing Land Use: Vacant land

Existing Zoning: MR-5

STAFF ANALYSIS

Case Background:

The applicant requests a zoning map amendment from single-family residential to Transitional, with a Planned Development overlay. The Transitional zoning classification will accommodate the proposed use (a 84,176 square foot medical office building) while the PD overlay will accommodate those features of the plan that deviate from the typical regulations/uses of the underlying zoning classification (particularly, the allowance of a drive-thru pharmacy, which is typically conditional use).

Project Setting:

To the east, south, and north, the property is near single-family residential homes, and as such the zoning of these areas is single family residential. To the west is a large industrial use, Apex Tool Group. Its zoning is General Industrial (I-2).

The subject property is the former site of a Dayton public school, Whittier School. It has been a vacant site since that structure was demolished several years ago.

Proposed Use:

Per the plans submitted, the principal use of will be a medical office building for Five Rivers Health Centers. The building will be 84,176 sq. ft. It will include a drive-thru pharmacy on the northeast corner of the building. There is to be a dedicated main entrance for the general public located on the southeast corner of the building, and another entrance for employees on the west face of the building. That entrance would also be used by ambulances and clients who come assisted via a referral from the jail. Most of the building is two stories in height, although there is a partial third floor. The area of each floor is as follows: Basement: 2,304 GSF; First Floor: 36,150 GSF; Second Floor: 34,842 GSF; Third Floor: 10,880 GSF.

Traffic and Pedestrian Access:

There are three proposed points of vehicular access – two on Campbell Street and one on Miami Chapel. These access points are largely determined by the need to accommodate RTA project mobility buses, as well as to ensure proper vehicular circulation to the various points of building entry. One of the primary discussion points between the project architect and city staff was pedestrian access. Too often, buildings are not adequately connected to the right-of-way via an exclusive pedestrian path. The design incorporates a focused-effort to accomplish this, which in some ways helps mitigate the larger setback of the building – both from an access and visual perspective. Therefore, you will see a dedicated path leading from Miami Chapel to the front door.

Off-Street Parking:

The parking layout, and consequently the site layout, was in many ways driven by the multiple entrance points into the building, and the associated need to provide access and security for them. So, you will see that the southeast part of the parking area is designed to serve the closest entrance, which is the public entrance at the southeast corner of the building. Parking on the western side if the site serves the western

employee entrance, and the southern face of the building will accommodate RTA access. The number of parking spaces provided would been typical requirements of the underlying zoning district. That being said, the needs of the institution may prompt the use of remote parking lots.

Off-Street Bicycle Parking Regulations:

Bicycle parking has been accommodated with rack to the east of the building.

Trees and Landscaping:

Trees and landscaping will exceed typical code requirements, including canopy trees around the site perimeter and various areas of smaller ornamental vegetation.

Signage:

A detailed sign plan has not been submitted, although the primary signage area is depicted in the renderings. Signage shall comply with all underlying code requirements.

Waste Receptacles:

Lighting:

Exterior lighting shall comply with 150.420.3 (Exterior lighting standards). Per the plans submitted,

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the proposed rezoning and the Final Plan for the medical office building with the attached Planned Development Standards.

The architect and city staff have had extensive interaction to get to this point. There has been flexibility shown throughout, with a shared desire to bring Plan Board a complete and approvable plan.

150.125.7 Amendments to Change Zoning Districts or Zoning Classifications of Properties

(A) When a proposed amendment would result in a change of zoning classification of any property, the Plan Board and City Commission should consider whether:

(1) The change in classification would be consistent with the Comprehensive Plan of the City or other adopted plans and policies.

This zoning map amendment would fulfill a number of objectives related to the Comprehensive Plan. It would allow for infill redevelopment of a vacant site; it would apply a Planned Development to allow flexibility; and it would apply a high design standard. It advances the Carillon-Edgemont Plan (2018) where this site was explicitly designated as a redevelopment site.

(2) The change in classification would be consistent with the intent and purpose of this Zoning Code. **The proposed amendment complies with the code by allowing site redevelopment in a way that will improve the area and not create any external hardship or detriment.**

(3) The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.
There have been a number of changes leading to this request, including the demolition of the school at this site, the potential of the property for redevelopment, and the acquisition by Five Rivers Health Centers.

(4) The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.
Staff believes that the use will not only be compatible, but beneficial.

(5) The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.
Negative impacts of this nature will be avoided by the applicant through a thoughtful site design that meets city requirements.

(6) Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.
These services can be accommodated by available infrastructure.

(7) The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.
This is a unique property in that it is a large, redevelopable area that is geographically situated to meet the needs of its clients.

(8) The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property. (Ord. 30515-05, passed 12-28-05)
There is no error in the zoning code, although the conditions have changed as noted above.

150.350.8 Final Plan Review Criteria

The Plan Board shall review a Final Plan and determine if it is consistent with the overall intent and purposes of the approved Planned Development. The Plan Board will also review the details of the proposed Final Plan to ensure compliance with all applicable City codes and regulations including:

(A) Preliminary utility easements including fire hydrants, sanitary sewers, and preliminary grading, drainage, and storm water management;

Utility easements have been evaluated and incorporated into the site design.

(B) Roadway systems, circulation areas, service areas, parking areas, entrance, exits, and pedestrian walkways within the development and access to public streets that minimize traffic hazards or congestion;

These elements have been thoughtfully accommodated.

(C) The general location of buildings depicting bulk, height, and spatial relationships of proposed building masses with adjacent development;

This is a rather unique site that is adjacent to a large industrial use. While taller than most of the surrounding area, staff finds that it will not create a negative impact.

(D) The number and location of access drives limited to reduce curb-cuts, cut-through traffic, incidence of left turns, and adverse impact upon adjacent uses;

Given the complexity of the traffic pattern on site, this has been accommodated to highest possible degree.

(E) The location of parking areas, including circulation routes designed to service front parcels and main, rear, or additional parking areas and to permit travel between all parking areas;

Yes, this too has been considered and addressed as required.

(F) Internal directional traffic signage required to assure safe and orderly vehicular and pedestrian traffic;

Extensive signage will be installed to ensure proper circulation. This is a major priority for the health service provider.

(G) Parking lot lighting, including, style, and height that directs lighting to access drives, pedestrian walkways, parking lots, and buildings and not to adjacent residential areas;

These must all comply with the underlying zoning code. Particularly, pedestrian walkways have been well considered.

(H) A signage plan indicating consistent use of materials, colors, lettering, etc., in compliance with Section 150.900, Sign Regulations;

While not completely finalized, the signage plan shall conform to the zoning code.

(I) Intended measures to screen rooftop mechanical equipment from view from the public right-of-way and adjoining residential properties. Where necessary because of sight lines, such screening may be accomplished through the use of parapet walls, roof mounted screens or other devices approved by the City;

This is a requirement of the Planned Development standards.

(J) Accommodation and access for emergency and firefighting apparatus;

This has played a major role in the site layout.

(K) Screening and enclosure of trash, recycling, and grease containers, as required by subsection 150.800.10, Screening of Accessory Uses, so as not to be visible from the public right-of-way or adjoining properties;

This is a requirement of the Planned Development standards.

(L) Location of landscaped or screened buffer areas as required within front, side, and rear setbacks and significant buffers with adequate landscaping and screening between the proposed development and adjacent residential areas. (amend Ord. 31752-19, passed 9-419)

Proper screening and landscaping are indicated in the site plan.

ALTERNATIVES

1. Approve the zoning map amendment application, Final Plan, and Planned Development Standards finding that it is consistent with the City's comprehensive plan, CitiPlan 20/20, Focus 2010, and the City of Dayton Zoning Code.

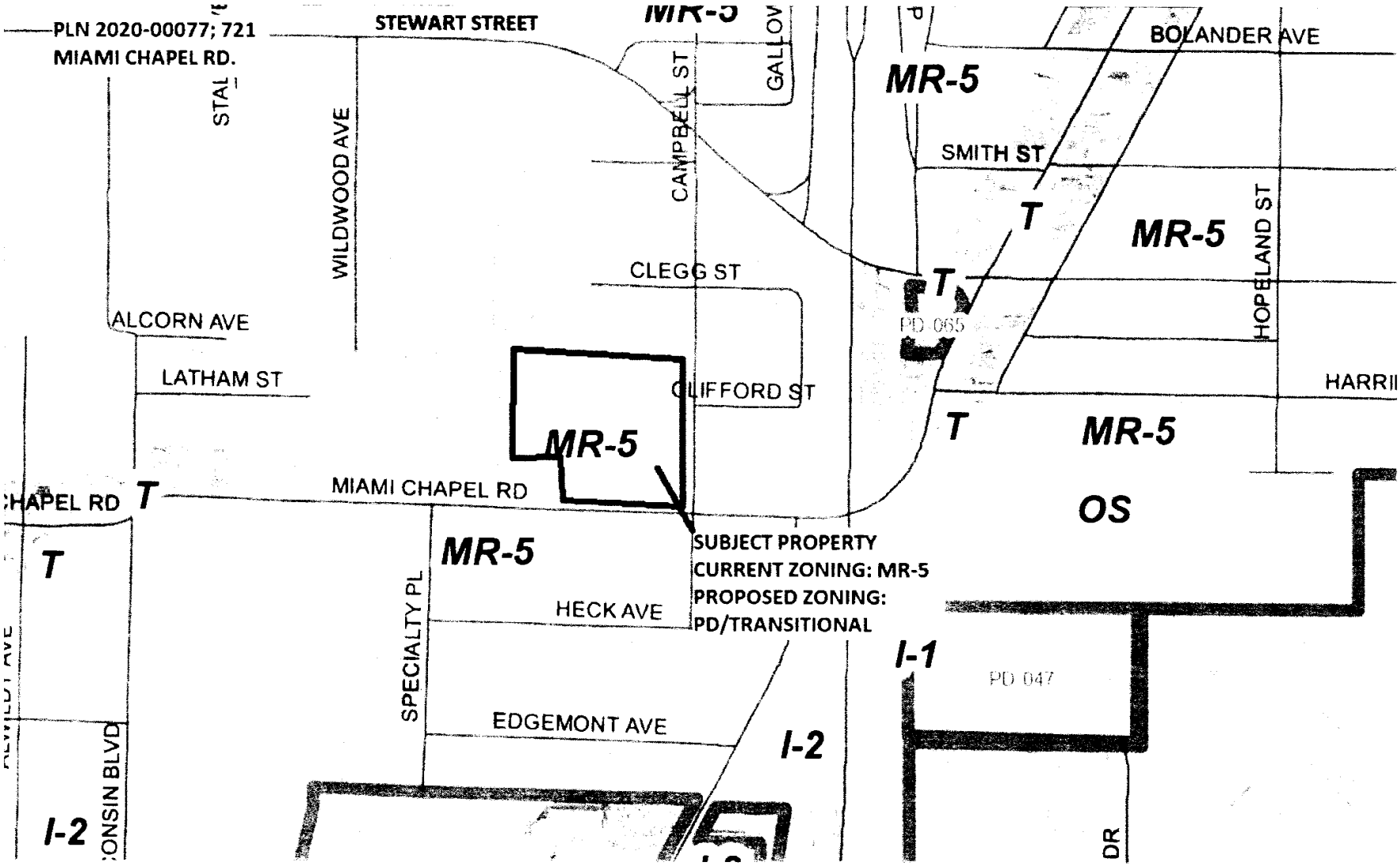
2. Approve with modifications the zoning map amendment application, Final Plan, and/or Planned Development Standards finding that it is consistent with the City's comprehensive plan, CitiPlan 20/20, Focus 2010, and the City of Dayton Zoning Code.

3. Deny the zoning map amendment application, finding that it is not consistent with the City's comprehensive plan, CitiPlan 20/20, Focus 2010, and the City of Dayton Zoning Code.

FUTURE ACTIONS

If approved, the proposed zoning map amendment would go to City Commission.

Staff Report Prepared by:
Tony Kroeger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SMITH ST
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HOPELAND ST
CLEGG ST
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PD 065
ALCORN AVE
LATHAM ST
CLIFFORD ST
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SUBJECT PROPERTY
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PD 047
EDGEMONT AVE
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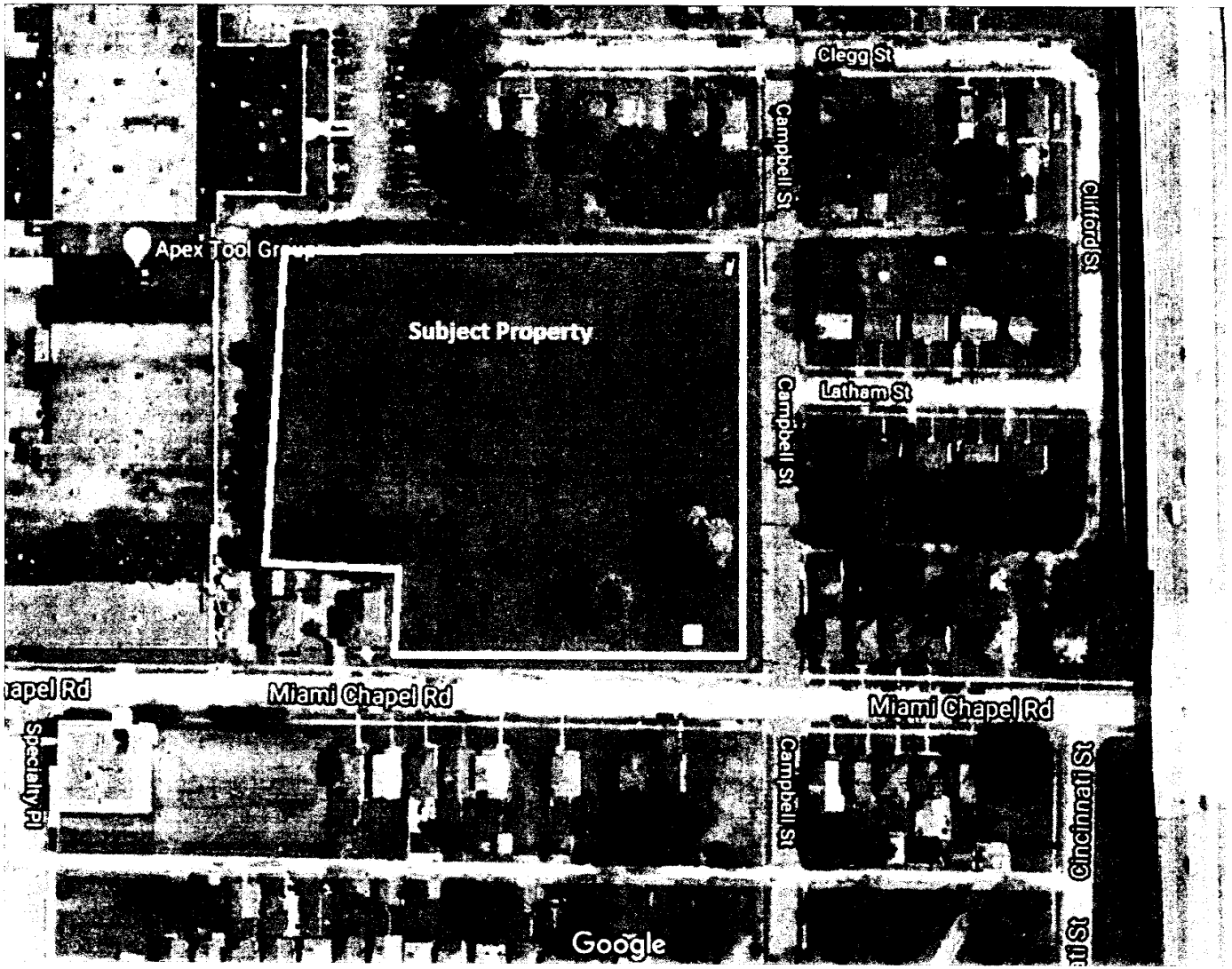
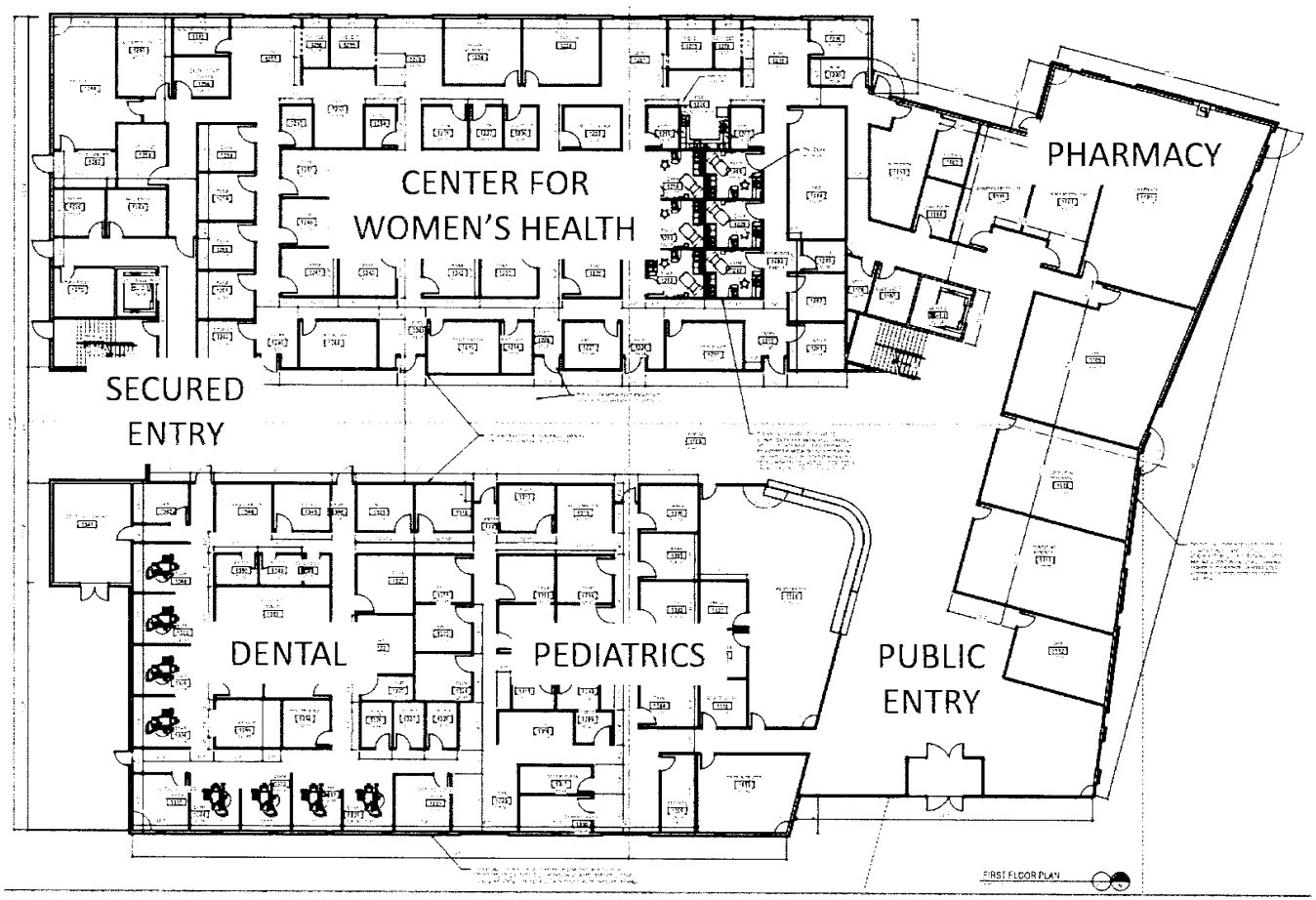
I-2
DR


Clegg St
Campbell St
Clifford St
Latham St
Campbell St
Subject Property
Apex Tool Group
Miami Chapel Rd
Miami Chapel Rd
Campbell St
Cincinnati St
Specialty Pl
Google

Design parameters

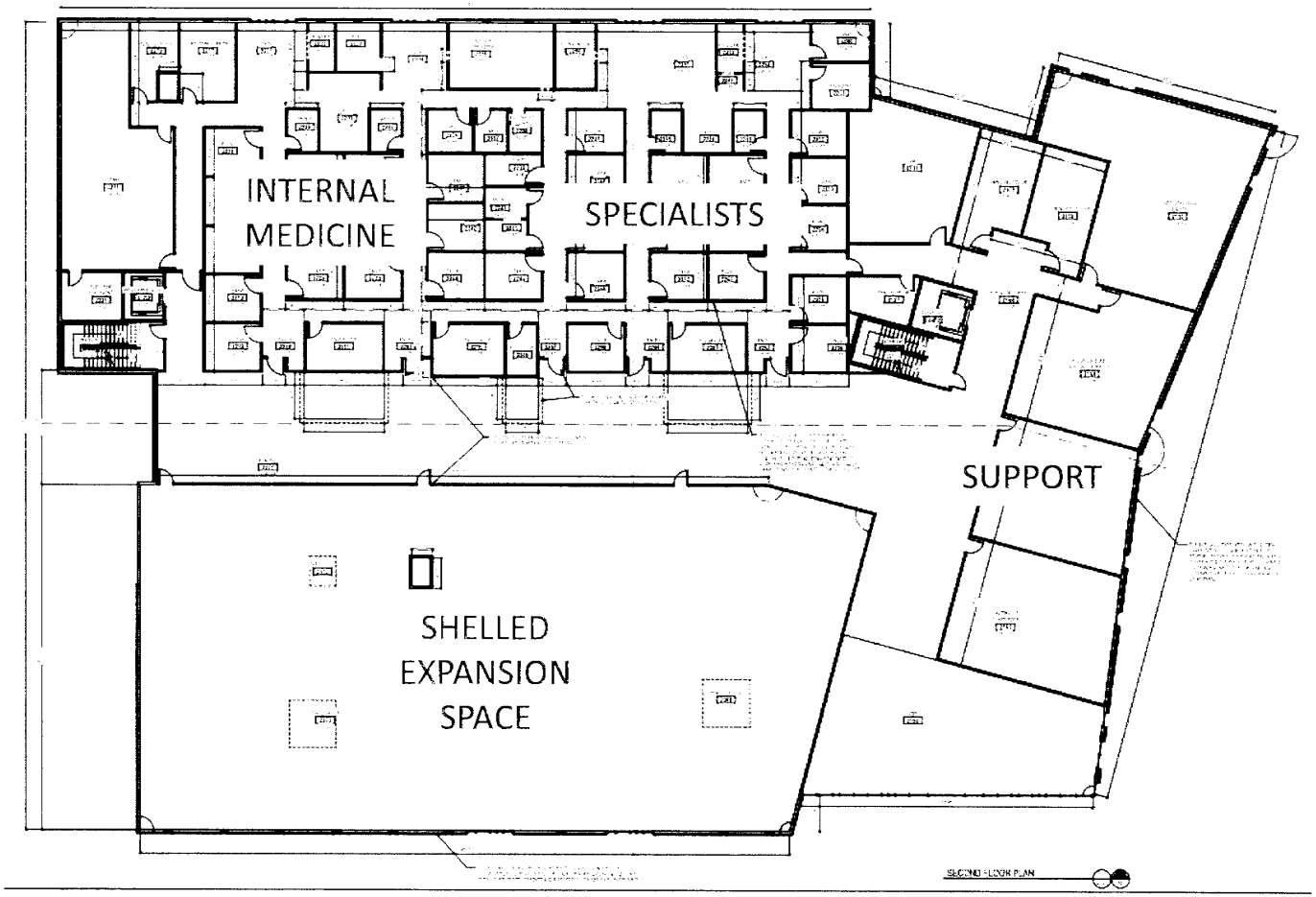
- Building concept



First Floor

Design parameters

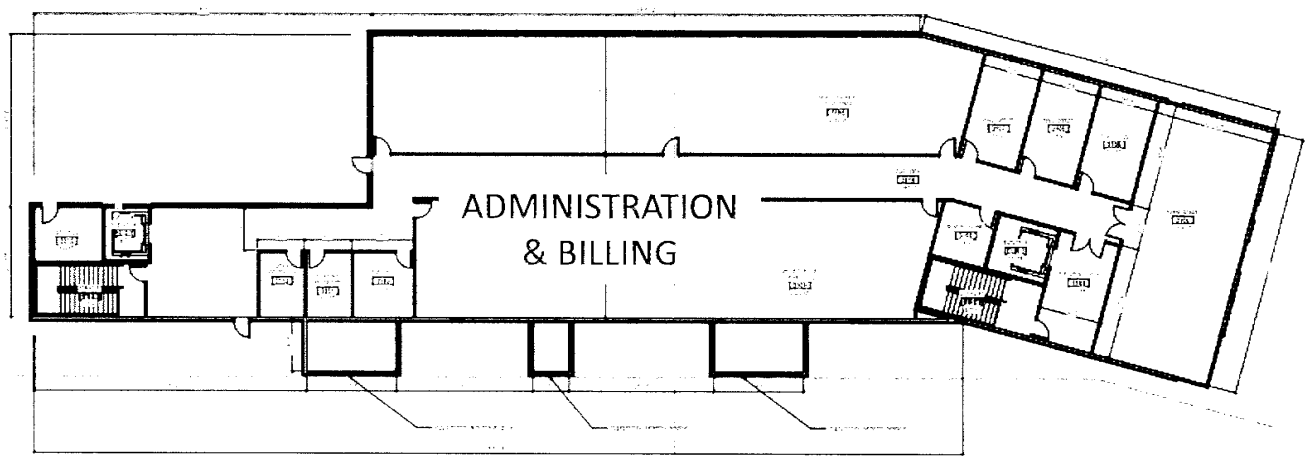
- Building concept



Second Floor

Design parameters

- Building concept



Third Floor

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings
2 Readings at One Meeting ✗

By . . . . . No . . . . . .

AN ORDINANCE

Amending the Official Zoning Map to Establish Planned Development 178 for the Five Rivers Health Centers Building at 721 Miami Chapel Road, Rezoning the Property Within the Planned Development to T Transitional, and Declaring an Emergency.

WHEREAS, Five Rivers Health Centers has requested that Planned Development 178 ("PD-178") be established at 721 Miami Chapel Road which is located at the northwest corner of Miami Chapel Road and Campbell Street, and that all property within the boundaries of PD-178 shall be rezoned from MR-5 Mature Single-Family Residential to T Transitional; and

WHEREAS, PD-178 is being established to allow for the construction of a medical office building owned and operated by Five Rivers Health Centers; and

WHEREAS, The Plan Board, on April 14, 2020, in Case PLN2020-00077 recommended approval of this request; and

WHEREAS, To allow work to begin on this development as soon as possible and to provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. PD-178, Five Rivers Health Centers, is established for approximately 4.4 acres at 721 Miami Chapel Road which is located at the northwest corner of Miami Chapel Road and Campbell Street. The site has a Parcel Identification Number of R72 10211 0043. All property within the boundaries of PD-178 shall be rezoned from MR-5 Mature Single-Family Residential to T Transitional. The City's official Zoning Map shall be redrawn to reflect the establishment of PD-178 and the aforementioned zoning change.

Section 2. In addition to the requirements applicable to all properties zoned T Transitional, the property described in Section 1 of this ordinance, PD-178, is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as PD-178, Five Rivers Health Centers.

Section 3. This Planned Development is primarily intended to allow for the construction of a medical office building.

Phasing and Final Approval:
This Planned Development shall incorporate the Final Plan approval for a medical office building, the plans and design for which are shown in Exhibits A through E, attached hereto and incorporated herein. Alternate uses not shown on Exhibit A shall proceed through the process set forth in 150.350 of the Zoning Code and shall be brought before Plan Board for Final Plan approval.

Permitted Uses:
All permitted uses and conditional uses shall be the same as the T Transitional zoning district, except for the medical office building and as shown on Exhibit A, and shall require final design approval per 150.350 of the Zoning Code.

Site and Building Design:
All site and building requirements shall be the same as the T Transitional zoning district, except where modified as necessary to allow for the construction of the medical office building as shown in Exhibits A and B. These requirements include lighting, signage, and fencing.

As shown in Exhibits A and C, a well-delineated pedestrian path shall be provided from the Miami Chapel Road sidewalk to the public entrance. Where the pedestrian path crosses a parking lot, a change in surface material shall be utilized, such as stamped concrete.

Vegetation between the parking lot and Miami Chapel Road shall be installed and densely planted to soften the visual impact of the parking lot and obstruct the impact of automobile headlights.

Screening and enclosure of trash, recycling, and grease containers shall conform with 150.800.10, Screening of Accessory Uses, of the Zoning Code, so as not to be visible from the public right-of-way or adjoining properties.

Rooftop mechanical equipment shall be screened from view from the public right-of-way and adjoining residential properties. Where necessary because of sight lines, such screening may be accomplished through the use of parapet walls, roof mounted screens or other devices approved by the Zoning Administrator in consultation with the Planning Division Manager.

Building plans including scale, massing, materials, and fenestration shall only be constructed in compliance with Exhibits C, D, and E.

Site Drainage:
Site drainage shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.

Maintenance:
The property owner and/or lessee shall maintain in perpetuity all fencing, screening, landscaping, and ground surfaces in good condition and keep them neat and orderly in

appearance and free of refuse, debris, and weeds. All damaged fencing, screening, and landscaping, and ground surfaces shall be removed, repaired, or replaced within thirty (30) days or in an acceptable timeframe as determined by the Zoning Administrator.

Plan Adjustment and Interpretation:
Minor adjustments to this Planned Development may be made per 150.350 of the Zoning Code.

The Plan Board may interpret and make modifications to the provisions of this Planned Development, provided that such interpretations and modifications are in substantial conformity with the intent, purpose, and overall design concept of this development.

Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission . . . . . , 2020

Signed by the Mayor . . . . . ., 2020

_____
Mayor of the City of Dayton, Ohio

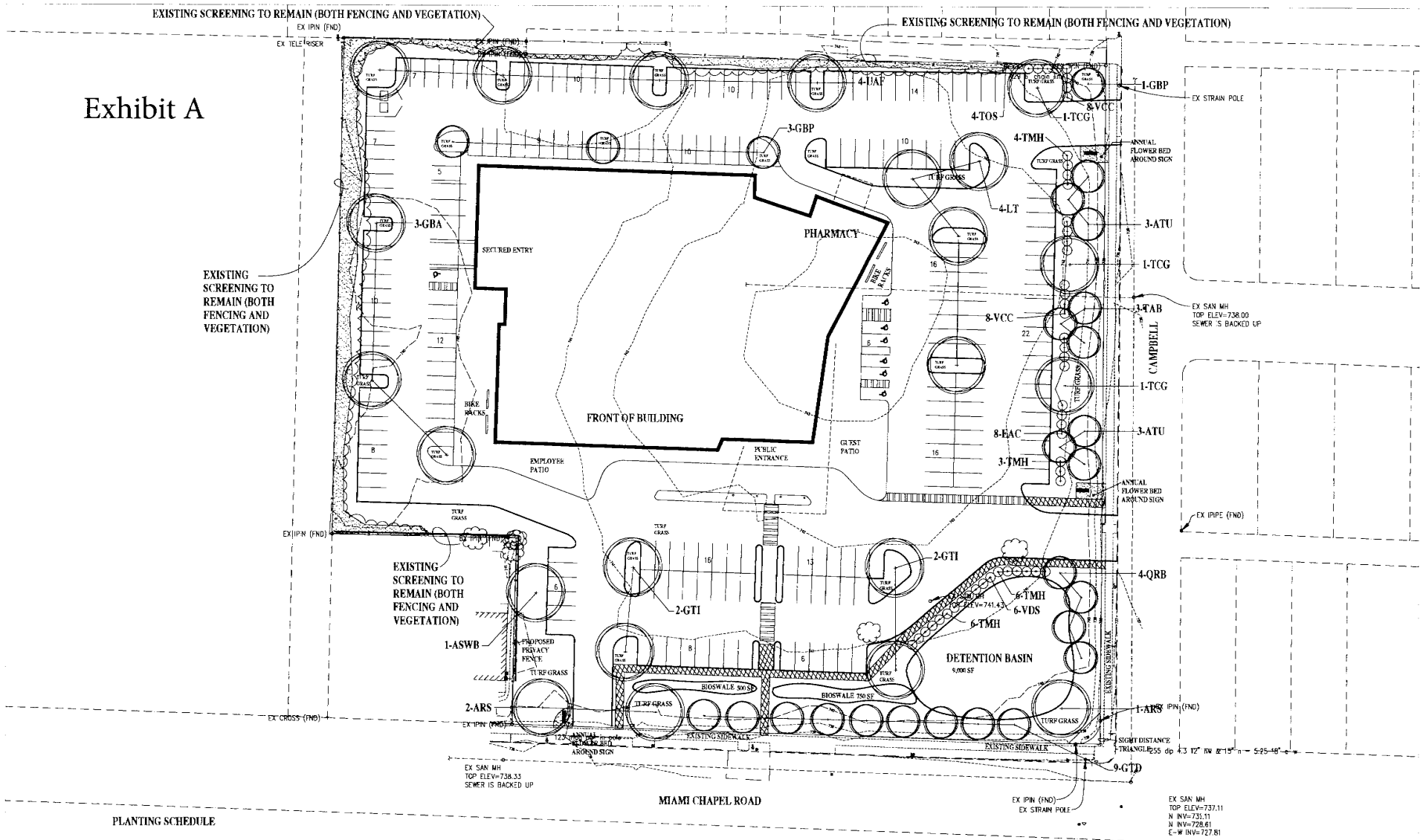
Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

Exhibit A



PLANTING SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE & CONDITION
ARS	3	ACER RUBRUM 'RED SUNSET'	RED MAPLE 'RED SUNSET'	2.5" CALIPER B&B
ASWB	1	ACER SACCHARUM 'WRIGHT BROTHERS'	SUGAR MAPLE 'WRIGHT BROTHERS'	2.5" CALIPER B&B
ATU	6	ACER TRUNCATUM X A. PLATANOIDES	'URBAN SUNSET' MAPLE	2.5" CALIPER B&B
EAC	8	EUONYMUS ALATUS 'COMPACTA'	COMPACT BURNING BUSH	2.5" CALIPER B&B
GBA	3	GINKGO BILOBA 'AUTUMN GOLD'	'AUTUMN GOLD' GINKGO (MALE)	2.5" CALIPER B&B
GBP	4	GINKGO BILOBA 'PRINCETON SENTRY'	'PRINCETON SENTRY' GINKGO (MALE)	2.5" CALIPER B&B
GTD	9	GLEDITSIA T. L 'DRAVES'	'STREET KEEPER' THORNLESS HONEYLOCUST	2.5" CALIPER B&B
GTI	4	GLEDITSIA T.L 'IMPERIAL'	'IMPERIAL' THORNLESS HONEYLOCUST	2.5" CALIPER B&B
LT	4	LIRIODENDRON TULIPIFERA	TULIP POPLAR TREE	2.5" CALIPER B&B
QRB	4	QUERCUS ROBUR X Q.BICOLOR 'LONG'	'REGAL PRINCE' OAK	2.5" CALIPER B&B
TAB	3	TILIA AMERICANA 'BOULEVARD'	'BOULEVARD' AMERICAN LINDEN	2.5" CALIPER B&B
TCG	3	TILIA CORDATA 'GREENSPIRE'	'GREENSPIRE' LINDEN	2.5" CALIPER B&B
TMH	19	TAXUS MEDIA 'HICKS'	HICKS YEW	36" B&B
TOS	4	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	36" B&B
VCC	16	VIBURNUM CARLECEPHALUM 'CAYUGA'	'CAYUGA' FRAGRANT VIBURNUM	36" B&B
VDS	6	VIBURNUM DENTATUM 'SYNNESTVEDT'	CHICAGO LUSTRE ARROWOOD VIBURNUM	36" B&B
UAF	4	ULMUS 'FRONTIER'	FRONTIER ELM	2.5" B&B

SPECIFICATIONS FOR LANDSCAPE PLANTINGS

LANDSCAPE CONTRACTOR SHALL

Provide all material in conformance to the guidelines established by the current American Standard for Nursery Stock, published by the American Association of Nurserymen. All planting materials shall be grade A Specimen stock. No substitutions shall be permitted unless approved by the owner.

Provide and install all plantings in conformance with the highest Ohio Nursery and Landscape Association Industry standards, state laws, and City of Dayton, Ohio Zoning Codes.

Locate and verify the existence of all utilities prior to starting any work, and protect as required or repair from any damage.

Locate planting beds and tree locations per plan.

Remove sod disposal of weeds, or other materials in placing beds that would interfere with a plant growth and health. No plant shall be put into the ground before rough grading has been finished and approved by the Owner's project representative, landscape architect, or repair.

Place a four inch layer of well-composted leaf mold in all planting beds, and thoroughly rototill into existing soil before planting. After planting, all plants shall bear the same relationship to the finished grade as the plant's original grade before digging.

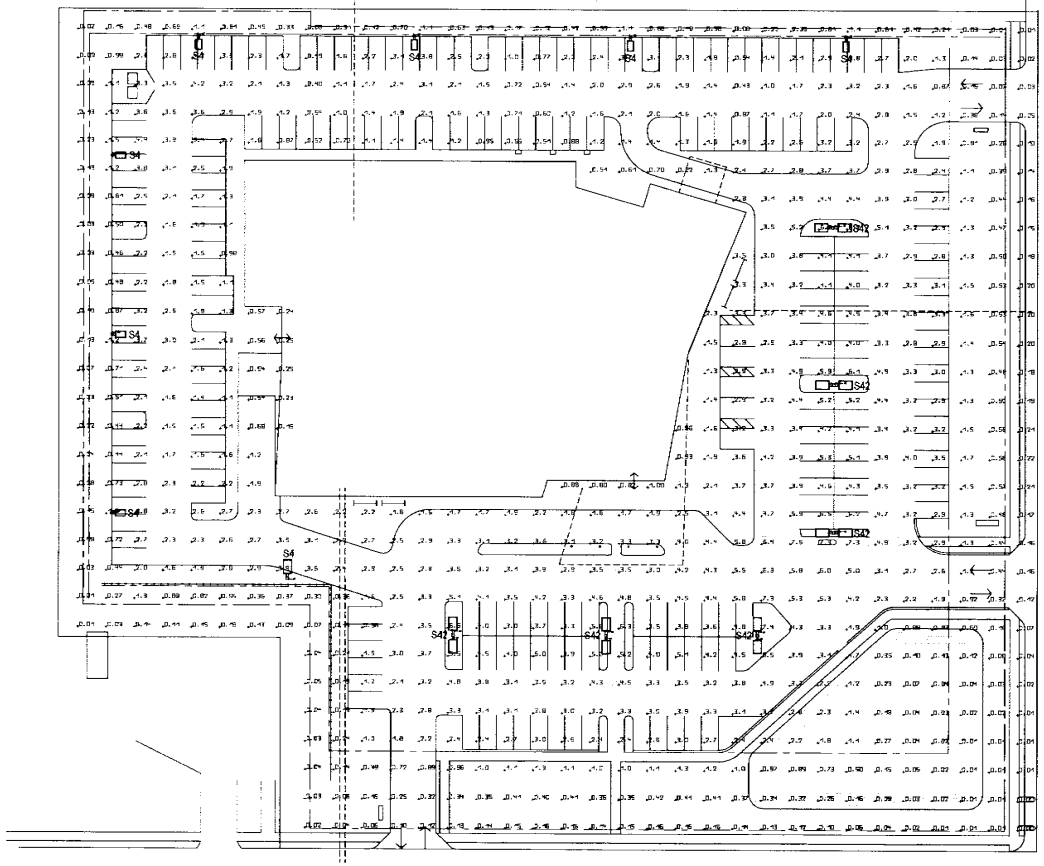
Grade plant beds to ensure positive drainage away from plantings, building, base, trees, sidewalk configurations.

Place a two-inch layer of shredded hardwood bark mulch cover in all plant bed beds, and in a four-foot diameter circle around trees in turf areas.

Provide a maintenance guarantee on woody plants, and a 90-day guarantee on herbaceous plants. Any plant that dies or does not flower shall be replaced during the guarantee period.

Specify owners instructions to owner for maintaining plants in a healthy condition.

Exhibit B



SITE PHOTOMETRIC PLAN

elevar DESIGN GROUP

FIVE RIVERS' MEDICAL OFFICE BUILDING

CORNER OF CAMPBELL AND MIAMI CHAPEL ROAD DAYTON, OH 45408

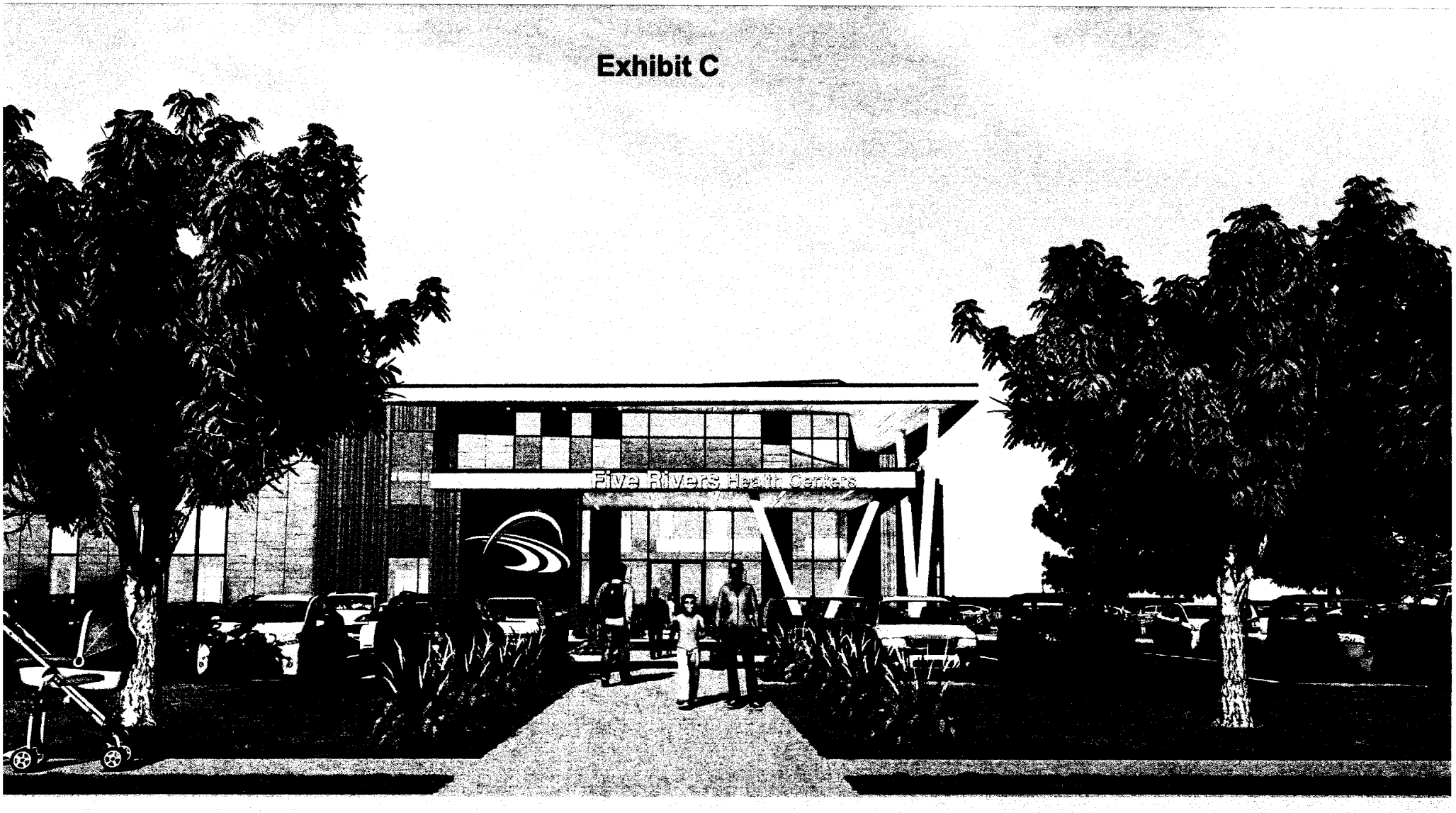
FIVE RIVERS' HEALTH CENTERS

2761 PHILADELPHIA DR. DAYTON, OH 45406

SITE PHOTOMETRIC PLAN

SP100

Exhibit C



Street View Looking North at Entry Along Pedestrian Path

Five Rivers Medical Office Building

Facade Studies

April 6, 2020

Five Rivers Health Centers

elevar DESIGN GROUP

View Looking NW at Main Entry

Five Rivers Medical Office Building

Facade Studies

April 6, 2020

Five Rivers Health Centers

elevar DESIGN GROUP

Street View Looking West at Entry

Five Rivers Medical Office Building

Facade Studies

April 6, 2020

Five Rivers Health Centers

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BACK