CITY COMMISSION MEETING AGENDA

CITY COMMISSION                    DAYTON, OHIO                    AUGUST 11, 2021
                                       8:30 AM

I. AGENDA SCHEDULE

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

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

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

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

1. Purchase Orders:

   FIRE
   A1. Jeff Bonham Electric, Inc. dba Bonham Electric, Inc. (2 diesel emergency standby generators with installation services $210,846.00)
1. (Cont’d):

PUBLIC WORKS
B1. CHWR, Inc. dba CHW Mechanical Services (heating, ventilation and air conditioning preventative maintenance and repairs as needed through 12/31/24) 40,000.00

WATER
C1. Aihid Builders (fencing products, related items, and services) 20,000.00
C2. HACH Company (Hach WIMS process control software) 88,043.15
C3. Ferguson Waterworks (PVC pipes, fittings and related items as needed through 12/31/22) -Depts. of Fire, Public Works, and Water. 80,500.00 Total: 439,389.15

2. Fritz-Rumer-Cooke, Inc. – Contract Modification – sixth amendment to a professional service agreement for the Northwest Lead Track annual inspection and maintenance -Department of Planning, Neighborhoods and Development.
$100,000.00 (Thru 12/31/22)

$1,700,000.00 (Thru 08/31/23)

4. Julian & Grube, Inc. – Service Agreement - American Rescue Plan Act (ARPA) and other COVID-19 Funds Accounting and Auditing Consulting Services – Department of Procurement, Management and Budget.
$281,362.50 (Thru 12/31/2026)

5. Laurel Kerr – Service Agreement – professional support services for the Dayton Mediation Center’s Landlord-Tenant Mediation Program and various other Mediation Center Projects - Department of Planning, Neighborhoods and Development.
$30,000.00 (Thru 09/30/22)
B. Construction Contracts:

6. PlayCare, LLC – Award of Contract – for McIntosh Playground Surface Installation Rebid 2 (10% MBE Participation Goal/10% MBE Achieved - Department of Public Works. $172,000.01 (Thru 10/01/23)

7. W.C. Jones Asphalt Paving Co., Inc. – Award of Contract – 2021 CDBG Alley Asphalt Resurfacing Re-Bid (10% HUD Section 3 Participation Goal/100% HUD Section 3 Participation Achieved) (Federal CDBG Funds) – Department of Public Works. $293,900.00 (Thru 11/12/23)

E. Other – Contributions, Etc.:

8. Joint Office of Citizen Complaints, Inc. – contribution agreement with the Ombudsman’s Office to receive and resolve citizen inquiries and concerns - Department of Planning, Neighborhoods and Development. $50,000.00 (Thru 12/31/21)

9. Miami Valley Community Action Partnership – Payment of Voucher - For invoice from MVCAP for the Greater Dayton VITA/EITC Coalition for tax year 2019 - Department of Planning, Neighborhoods and Development. $8,957.35

10. OneOhio Subdivision Participation Form – Legal Settlement – authorization to be part of the proposed OneOhio Opioid Settlement with three opioid distributors – Department of Law. STBD

11. Regional Air Pollution Control Agency (RAPCA) – Payment of Voucher for 2020 Air Pollution County Maintenance fees – Department of Aviation. $4,225.00

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading

12. No. 31908-21 Approving the Purchase of Real Estate Located at 204, 222, and 250 Salem Avenue, and Declaring an Emergency.
13. No. 6597-21  Repealing Resolution No. 6584-21, Authorizing the Acceptance of a Grant Award from JumpStart, Inc. in the Amount of Twenty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($27,250.00), and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31509-21

RESOLUTION NO. 6598-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 992-21
City Manager’s Report

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

Date: August 11, 2021
Expense Type: Purchase Order
Total Amount: $439,389.15

2021 Purchase Orders

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

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

Description

FIRE

(A1) P0211046 – JEFF BONHAM ELECTRIC, INC. dba BONHAM ELECTRIC, INC., DAYTON, OH

• Two (2) diesel emergency standby generators with installation services.
• These goods and services are required to maintain electricity at the City’s Department of Fire Stations 2 and 13.
• Thirty-two (32) possible vendors were solicited and four (4) bids were received.
• Jeff Bonham Electric, Inc. dba Bonham Electric, Inc. qualifies as a Dayton local entity.
• The Department of Fire recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6330-1412-71</td>
<td>$210,846.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

FORM NO. MS-16

Updated 06/2016
PUBLIC WORKS – PROPERTY MANAGEMENT

(B1) P0210315 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH
- Heating, ventilation and air conditioning preventative maintenance and repairs.
- These services are required for repairs throughout the City.
- Ten (10) possible vendors were solicited and two (2) bids were received. This order establishes a price agreement per IFB 21026N with pricing through 4/30/2025.
- This amendment increases the previously authorized amount of $10,000.00 by $4,000.00 for a total not to exceed $14,000.00 and therefore requires City Commission approval.
- The Department of Public Works requests additional authority of $36,000.00 through 12/31/2024.
- The Department of Public Works recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6480-1172-54</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-6480-1172-54</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-6480-1172-54</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>General Fund</td>
<td>10000-6480-1172-54</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(C1) P0211068 – ALLIED BUILDERS, INC., DAYTON, OH
- Fencing products, related items, and services.
- These goods and services are required to secure Water Reclamation facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20010D with pricing through 12/31/2021.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1172-54</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

(C2) P0211065 – HACH COMPANY, LOVELAND, CO
- Hach WIMS process control software.
- This software is required to track critical wastewater process control data required to make calculated operating decisions to maintain the EPA NPDES permit.
- Hach Company is recommended as the Original Equipment Manufacturer (OEM) of the Hach WIMS software; therefore, this purchase was negotiated.
- The City of Dayton has created a regional collaboration with the City of Columbus and Montgomery County to optimize wastewater process control data.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Technology</td>
<td>55100-3421-1159-54-TF2101</td>
<td>$88,043.15</td>
</tr>
</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT

(C3) **P0210674 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH**
- PVC pipes, fittings and related items as needed through 12/31/2021.
- These goods are required to maintain the City’s Water Distribution Center.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S19002 with pricing through 12/31/2022.
- The Department of Water requests additional authority of $40,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-4340-1301-54</td>
<td>$40,500.00</td>
</tr>
<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-4340-1301-54</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of this order.
City Manager’s Report

From 2600 - Planning, Neighborhoods & Dev. / Development
Name Fritz-Rumer-Cooke, Inc.
Address 635 E. Woodrow Avenue
Columbus, Ohio 43207-0884

Date August 11, 2021
Expense Type Contract Modification
Total Amount $100,000.00 thru 12-31-2022

Fund Source(s) Fund Code(s) Fund Amount(s)
Capital Projects Fund 41416-2600-1159-41 $100,000.00

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

Description
Northwest Lead Track – Annual Inspection and Maintenance Sixth Amendment

The Department of Planning, Neighborhoods & Development – Division of Development is requesting approval of a Sixth Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, routine maintenance, and emergency repairs in connection with the City’s publicly-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds $100,000.00 to the contract, bringing the total contract to $400,000.00, and extends the term from December 31, 2021 to December 31, 2022.

The City’s 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City’s primary consultant for ongoing railroad inspection, maintenance services, and emergency repairs. As such, the Division of Development has determined that they are best qualified to continue serving in that capacity.

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

Funding source is the Capital Projects Fund – Northwest Rail Line Fund.

A Certificate of Funds is attached.

Signatures/Approval
Approved by City Commission

[Signatures]

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>3/10/2017</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$400,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$300,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$100,000.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT171661, CT181661</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$100,000.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation

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

<table>
<thead>
<tr>
<th>Amount: $100,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: 41416 - 2600 - 1159 - 41 - Act - Loc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Fritz-Rumer-Cooke Co., Inc.
Vendor Address: 635 E. Woodrow Avenue, Columbus, Ohio 43207
Federal ID: 31-4185040
Commodity Code: 57048
Purpose: Professional Services Agreement Amendment for Railroad maintenance.

Sixth Amendment additional funding and extending contract expiration.

Contact Person: Jill Bramini
Planning, Neighborhoods & Development/Development Department/Division 7/27/2021 Date
Originating Department Director's Signature: [

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 8/3/2021

CF Prepared By: [Signature] 8/3/2021
CF/CT Number: 4060 #5

October 18, 2011
Finance Department
SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
For Railroad Maintenance Services

THIS SIXTH AMENDMENT, ("Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 (hereinafter "Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, On March 28, 2019, the parties executed a Second Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, On October 23, 2019, the parties executed a Third Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, On April 17, 2020, the parties executed a Fourth Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, On December 14, 2020, the parties executed a Fifth Amendment to the Agreement

WHEREAS, The City and the Consultant desire to further amend the agreement;

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

1. Article 2 is deleted in its entirety and replaced with the following:

The City will make Four Hundred Thousand Dollars ($400,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice
amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6 Section A is deleted in its entirety and replace with the following:
   This Agreement shall commence upon execution by the City and it shall expire on December 31, 2022 unless earlier completed to the City’s satisfaction, extended to a later date, or earlier terminated.

   Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

FRITZ-RUMER-COOKE CO., INC.

By: ____________________________

Its: ____________________________

CITY OF DAYTON, OHIO

______________________________
City Manager

______________________________
Date

APPROVED AS TO FORM AND CORRECTNESS:

7/27/2021

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia
July 27, 2021

Chris Lipson
Senior Economic Development Specialist
City of Dayton, Ohio

RE: Estimate of Costs for Contract CT18-1661 for Calendar Year 2022

Mr. Lipson:

Below is our estimation of the costs necessary for the continued operation of the city-owned rail line.

Please note that these prices are estimates only and are not firm quotations unless otherwise noted. There are many factors that could cause these prices to fluctuate. As the proposed time of completion approaches, we will provide firm prices.

The following is offered for your consideration:

**Railroad Expense Projection for Contract CT18-1661 for Calendar Year 2022 - $71,352.43**

Below is a table of the projected costs for maintenance and repairs of the city-owned rail line.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Annual Cost for 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Track Inspections</td>
<td>$6,314.52</td>
</tr>
<tr>
<td>30 Day Signal Tests (Monthly)</td>
<td>$13,650.00</td>
</tr>
<tr>
<td>90 Day Signal Tests (Quarterly)</td>
<td>$6,090.00</td>
</tr>
<tr>
<td>360 Day Signal Tests (Annual)</td>
<td>$1,670.40</td>
</tr>
<tr>
<td>Special Annual Test (Gettysburg Only)</td>
<td>$450.00</td>
</tr>
<tr>
<td>Vegetation Control Spray</td>
<td>$5,158.76</td>
</tr>
<tr>
<td>Mechanical Brush Cutting</td>
<td>$7,518.75</td>
</tr>
<tr>
<td>Bridge Inspection Program</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>Service Calls (Estimated)</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Signal Battery Replacement (Bridge &amp; Gettysburg)</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Total for 2022</strong></td>
<td><strong>$71,352.43</strong></td>
</tr>
</tbody>
</table>

**Monthly Track Inspections**

These will continue to be performed each month with no less than 20 days between inspections per FRA regulations. The price is $526.21 in 2022.

**30 Day Signal Tests**

These “monthly” tests will continue to be performed on a 28-day schedule. This will result in thirteen (13) tests each year. The cost of these inspections will increase in 2022 to $1,050 per month for the tests on each of the six signal systems.
90 Day Signal Tests
These “quarterly” tests will continue to be performed every 90 days, usually with the third 30-day test. The cost of these inspections in 2022 is $203.00 per test.

360 Day Signal Tests
These “annual” tests will be performed every 360 days. The cost of these inspections in 2022 is $278.40 per test.

Special Annual Test
This is a special test necessary at Gettysburg Avenue and is complete once per year. The cost for 2022 is $450.00.

Vegetation Control Spray
This service treats the vegetation growing around the track once per year. Total cost for 2022 is $5,158.76.

Mechanical Brush Cutting
This service will provide necessary brush cutting along the rail line. Total cost for 2022 is $7,518.75.

Bridge Inspections
These inspections will be conducted before the end of 2022. We will provide a detailed report on the findings and recommendations on any necessary or future repairs. The cost of these inspections is $9,500.00

Service Calls
This is an estimated amount for service calls based on how much has been needed during previous years. These services calls are for both track repairs and signal repairs.

Signal Battery Replacement
Our signal maintainer has stated that the batteries in both the Bridge St. and Wolf Creek Pike crossing systems need to be replaced in the coming year. The cost is estimated at $3,000.00 but could change based on pricing and availability once the parts are ordered.

All prices quoted are complete with all costs associated with the work described including open-shop labor, equipment, materials with sales tax, our standard limits of insurance, and supervision. All work includes disposal of old ties and other debris offsite in an environmentally acceptable manner.

Work will be invoiced at the end of each month based on completion to date, and/or upon completion. Payment terms are Net 30 days.

Please do not hesitate to contact us if there are any questions or need for additional information.

Thanking you for the opportunity to work together again,

Sincerely,

[Signature]

Dana Miller
Projects Administrator
FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT, ("Fifth Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 1879 Federal Parkway, 2nd Floor, Columbus Ohio 43207 ("Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, On March 28, 2019, the parties executed a Second Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, On October 23, 2019, the parties executed a Third Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, On April 17, 2020, the parties executed a Fourth Amendment to the Agreement extending the term and increasing the funding amount; and,

WHEREAS, The City and the Consultant desire to further amend the agreement;

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

1. Article 6 Section A is deleted in its entirety and replace with the following:

This Agreement shall commence upon execution by the City and it shall expire on December 31, 2021 unless earlier completed to the City's satisfaction, extended to a later date, or earlier terminated.

2. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

FRITZ-RUMER-COKE CO., INC.
By: [Signature]
Its: President
12/7/2020

CITY OF DAYTON, OHIO
City Manager
[Signature]
Date 12/14/2020

APPROVED AS TO FORM AND CORRECTNESS:

[Signature] John Musto for
City Attorney

Signed by: Musto, John

**NO COMMISSION ACTION REQUIRED**
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>3/10/2017</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2020</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$300,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$255,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$45,000.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT171661, CT181661</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$45,000.00</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

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

Amount: $45,000.00

Fund Code:
- 411416 - 2600 - 1159 - 41 -

Amount: __________

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

Vendor Name: Fritz-Rumer-Cooke Co., Inc.
Vendor Address: 635 E. Woodrow Avenue, Columbus, Ohio 43207
Federal ID: 31-4185040
Commodity Code: 57048
Purpose: Professional Services Agreement Amendment for Railroad maintenance.

Fourth Amendment adding remaining authority.

Contact Person: Jill Bramini
Economic Development: 8/28/2020
Department/Division: Date
Originating Department Director's Signature: P. Weller, 8-31-2020

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 9/8/2020

CF Prepared by: [Signature]
Date: 9/2/2020

CF/CT Number: C718-11611

Finance Department
October 18, 2011
FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT, ("Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 ("Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, On March 28, 2019, the parties executed a Second Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, On October 23, 2019, the parties executed a Third Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, The City and the Consultant desire to further amend the agreement; and,

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

1. Article 2, Funding, is hereby deleted in its entirety and replaced with the following:

The City will make Three Hundred Thousand Dollars and Zero Cents ($300,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is hereby deleted in its entirety and replace with the following:

This Agreement shall commence upon execution by the City and it shall expire on December 31, 2020, unless earlier completed to the City's satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

FRITZ-RUMER-COKE CO., INC.
By: [Signature]
Its: [Signature]

CITY OF DAYTON, OHIO
City Manager: [Signature] 4-17-2020
Date

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney: [Signature]

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

April 8, 2020
Min./Bk. Pg.

Clerk of the Commission: [Signature]
City Manager's Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Fritz-Rumer-Cooke, Inc.
Address 635 E. Woodrow Avenue
Columbus, Ohio 43207-0884

Date April 8, 2020
Expense Type Contract Modification
Total Amount $70,000.00 thru 12-31-2020

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Rail Line</td>
<td>41416-2600-1159-41</td>
<td>$70,000.00</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: Yes
Affirmative Action Program: No

Description
Northwest Lead Track – Annual Inspection and Maintenance Fourth Amendment

The Department of Economic Development is requesting approval of a Fourth Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, routine maintenance, and emergency repairs in connection with the City's publicly-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds $70,000.00 to the contract, bringing the total contract to $300,000.00, and extends the term from April 30, 2020 to December 31, 2020.

The City's 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City's primary consultant for ongoing railroad inspection, maintenance services, and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

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

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 8/2016
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

### New Contract

<table>
<thead>
<tr>
<th>Required Documentation</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial City Manager's Report</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Initial Certificate of Funds</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Initial Agreement/Contract</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Copy of City Manager's Report</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

### Renewal Contract

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$300,000.00</td>
</tr>
<tr>
<td>$230,000.00</td>
</tr>
<tr>
<td>$70,000.00</td>
</tr>
</tbody>
</table>

### Change Orders

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$70,000.00</td>
</tr>
</tbody>
</table>

## 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 aforementioned request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

**Finance Director's Signature:**

**Date:**

**Prepared by:**

**Date:**

---

### Fund Code

**41416 - 2600 - 1158 - 41 - Loc**

### Fund Code

**XXX00 - XXX0 - XXX0 - XX - XXX0 - XXX0 - Loc**

---

### Vendor Information

**Vendor Name:** Fritz-Rumer-Cooke Co., Inc.

**Vendor Address:**

635 E. Woodrow Avenue
Columbus, Ohio 43207

**Street**

**City**

**State**

**Zip Code + 4**

**Federal ID:** 31-4155040

**Commodity Code:** 57048

**Purpose:** Professional Services Agreement Amendment for Railroad maintenance.

**Fourth Amendment adding:** $70,000.

---

**Contact Person:** Jill Bramhall

**Economic Development Department/Division:**

**Date:** 3/31/2020

**Originating Department Director's Signature:**

**Date:**

---

**CMC1 Number:** CARO 4.3

**Date:**

---

**Finance Department:**

**Date:**

---

**October 18, 2011**
City Manager’s Report

From: 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name: Fritz-Rumer-Cooke, Inc.
Address: 635 E. Woodrow Avenue
Columbus, Ohio 43207-0884

Date: October 9, 2019
Expense Type: Contract Modification
Total Amount: $60,000.00 thru 4/30/20

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Rail Line</td>
<td>41416-2600-1159-41</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

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

Description: Northwest Lead Track – Annual Inspection and Maintenance Third Amendment

The Department of Economic Development is requesting approval of a Third Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, routine maintenance, and emergency repairs in connection with the City’s publicly-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds $60,000.00 to the contract, bringing the total contract to $230,000.00, and extends the term from December 31, 2019 to April 30, 2020.

The City’s 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1983 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City’s primary consultant for ongoing railroad inspection, maintenance services, and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

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

A Certificate of Funds is attached.

Division

Department

Manager

FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Date

Updated 8/2016
**CERTIFICATE OF FUNDS**

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

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>03/10/17</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>04/30/20</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$170,000.00</td>
<td>$170,000.00</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td>CT171661, CT181661</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$60,000.00</td>
<td>$</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NO DRAFT DOCUMENTS PERMITTED**

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

**Amount:** $60,000.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>41416 - 2600 - 1158 - 41</th>
</tr>
</thead>
</table>

**Vendor Name:** Fritz-Rumer-Cooke Co., Inc.

**Vendor Address:** 635 E. Woodrow Avenue, Columbus, Ohio 43207

**Federal ID:** 31-4185040

**Commodity Code:** 57048

**Purpose:** Professional Services Agreement Amendment for Railroad maintenance.

**Third Amendment added:** $60,000.

**Contact Person:** Jill Bramini

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

**SECTION II** - to be completed by the Finance Department

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

**Finance Director Signature:** [Signature]

**CF Prepared by:** [Signature]

**CF Number:** [Number]

October 18, 2011
THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT, ("Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 ("Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, On March 28, 2019, the parties executed a Second Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, The City and the Consultant desire to further amend the Agreement; and,

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

1. Article 2, Funding, is hereby deleted in its entirety and replaced with the following:

The City will make Two Hundred Thirty Thousand Dollars and Zero Cents ($230,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall expire on April 30, 2020, unless completed earlier to the City’s satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed, each by a duly authorized representative, on the date set forth below.

FRITZ-RINTER-DOORE CO., INC.
By: ________________________________

Its: ________________________________

CITY OF DAYTON, OHIO

City Manager _______________________

Date: 10-23-19

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney _______________________

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

Min. / Bk. T-15    Pg. ___
City Manager's Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name Fritz-Rumer-Cooke, Inc.
Address 635 E. Woodrow Avenue
Columbus, Ohio 43207-0884

Date March 27, 2019
Expense Type Contract Modification
Total Amount $35,000.00 thru 12-31-2019

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Rail Line</td>
<td>41416-2600-1159-41</td>
<td>$35,000.00</td>
</tr>
</tbody>
</table>

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

Description
Northwest Lead Track – Annual Inspection and Maintenance Second Amendment

The Department of Economic Development is requesting approval of a Second Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, and routine maintenance in connection with the City's publicly-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds $35,000.00 to the contract, bringing the total contract to $170,000.00, and extends the term from March 31, 2019 to December 31, 2019.

The City's 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City's primary consultant for ongoing railroad inspection, maintenance services, and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date: 03/08/17</td>
<td>Expiration Date: 12/31/19</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval: $135,000.00</td>
<td>Initial Encumbrance</td>
<td>$135,000.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF: CT171661, CT181661</td>
<td>Increase Encumbrance: $35,000.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amt: $35,000.00

Fund Code: 41416 - 2600 - 1156 - 41 - Fund - Org - Acct - Prog - Act - Loc

amount: 41416

Vendor Name: Fritz-Rural-Cooke Co., Inc.
Vendor Address: 635 E. Woodrow Avenue, Columbus, Ohio 43207
Federal ID: 31-4185040
Commodity Code: 57048
Purpose: Professional Services Agreement Amendment for retired maintenance.

Second Amendment adding $35,000.

Contact Person: Ronelle Kinney
Economic Development Department/Division Date: 3/15/2019

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 aforementioned request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director’s Signature: 

CP/CY Prepared by:

Finance Department

Date: 3/19/2017

CF Prepared by:

Date: 3/19/18

CT 18-14661

CP/CT Number: CORD 441

October 18, 2011
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT, ("Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 ("Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, The City and the Consultant desire to further amend the Agreement; and,

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

1. Article 2, Funding, is hereby deleted in its entirety and replaced with the following:

The City will make One Hundred Seventy Thousand Dollars and Zero Cents ($170,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall expire on December 31, 2019, unless completed earlier to the City’s satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed, each by a duly authorized representative, on the date set forth below.

FRITZ-RUPPER-COORS CO., INC.
By:

Its: President

CITY OF DAYTON, OHIO
City Manager

Date

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

Min. / Bk. Pg. 

Clerk of the Commission
City Manager's Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name Fritz-Rumer-Cooke, Inc.
Address 635 E. Woodrow Avenue
          Columbus, Ohio 43207-0884

Date January 10, 2018
Expense Type Contract Modification
Total Amount $75,000.00 thru 3-31-2019

Fund Source(s) Fund Code(s) Fund Amount(s)
Northwest Rail Line 41416-2600-1159-41 $75,000.00

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

Description Northwest Lead Track – Annual Inspection and Maintenance First Amendment

The Department of Economic Development is requesting approval of a First Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, and routine maintenance in connection with the City's publically-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds $75,000 to the contract, bringing the total contract to $135,000, and extends the term from September 30, 2018 to March 31, 2019.

The City's 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City's primary consultant for ongoing railroad inspection and maintenance services and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

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

A Certificate of Funds is attached.

Signature/Approval

Approved by City Commission

Updated 8/2016
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT, ("Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 ("Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, The City and the Consultant desire to amend the Agreement; and,

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

1. Article 2 is deleted in its entirety and replaced with the following:

The City will make One Hundred Thirty-Five Thousand Dollars and Zero Cents ($135,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall expire on March 31, 2019, unless completed earlier to the City’s satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed, each by a duly authorized representative, on the date set forth below.

FRITZ-RUMER-COKE CO., INC.
By: [Signature]
Its: Project Engineer

CITY OF DAYTON, OHIO
City Manager:

2-1-18
Date

APPROVED AS TO FORM AND CORRECTNESS:
[Signature]
City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:
[Signature]
January 10, 2018
Min. / Bk. F15 Pg. 0145
Clerk of the Commission
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>09/08/17</td>
<td>Expiration Date</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$60,000.00</td>
<td>Initial Encumbrance</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

NO DRAFT DOCUMENTS PERMITTED

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

<table>
<thead>
<tr>
<th>Original CTF/CF</th>
<th>CT17-1661</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase Encumbrance</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$75,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>41416 - 2800 - 1159 - 41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Fritz-Rumer-Crook Co., Inc.
Vendor Address: 635 E. Woordrow Avenue
City: Columbus
State: Ohio
Zipcode + 4: 43207
Federal ID: 31-4185040
Commodity Code: 57048
Purpose: Professional Services Agreement Amendment for Railroad maintenance, Amendment adding $75,000.

Contact Person: Jill Bramini
Economic Development Department/Division: 12/10/2017
Date: 12/10/2017
Origining Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 01/02/18
Date: 01/02/18

Finance Department

October 16, 2018
City Manager's Report

From
2600 - Economic Development
Supplier, Vendor, Company, Individual
Name
Fritz-Rumer-Cooke, Inc.
Address
635 E. Woodrow Avenue
Columbus, Ohio 43207-0884

Date March 8, 2017
Expense Type Service Agreement
Total Amount $60,000.00 thru 9-30-2018

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Rail Line</td>
<td>41416-2600-1159-41</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

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

Description
Northwest Lead Track – Annual Inspection and Maintenance

The Department of Economic Development request permission to enter into a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, and routine maintenance in connection with the City’s publically-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed.

The City’s 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City’s primary consultant for ongoing railroad inspection and maintenance services and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

The Agreement will be effective upon execution and expire on September 30, 2018.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission
Raymilla Lavender
Cle
March 8 2017
Date
Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
<th>Original Commission Approval</th>
<th>Initial Encumbrance</th>
<th>Remaining Commission Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>upon execution</td>
<td></td>
<td>$60,000.00</td>
<td>$60,000.00</td>
<td>$-</td>
</tr>
</tbody>
</table>

Required Documentation

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

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

<table>
<thead>
<tr>
<th>Amount: $60,000.00</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 41416 - 2600 - 1159 - 41 -</td>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX -</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: Fritz-Rumer-Cooke Co., Inc.
Vendor Address: 635 E. Woodrow Avenue Columbus Ohio 43207
Federal ID: 31-4185040
Commodity Code: 57048
Purpose: Professional Services Agreement Amendment for Railroad maintenance.

Contact Person: Jill Bramini

Department/Division: Economic Development
Date: 2/22/2017

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: [Signature]
Date: 2/27/17

CF Prepared: [Signature]
Date: 2/23/17
CF/CT Number: CT17-1661
PROFESSIONAL SERVICES AGREEMENT
For Railroad Maintenance Services

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 (hereinafter "Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City owns the short line railroad serving the Northwest Industrial Park area; and,

WHEREAS, the City now requires certain professional services related to maintaining said railroad which serves Dayton and Trotwood; and,

WHEREAS, the Office of Economic Development has selected the Consultant as the best qualified to provide the services; and,

WHEREAS, the Consultant is willing to perform the professional services and represents that its staff is fully qualified and available to perform the services.

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

ARTICLE 1. PROFESSIONAL SERVICES.

Consultant shall provide railroad inspection and maintenance services to City's railroad track between Rosedale Road and Olive Road. The inspector will mobilize once a month or more frequently to inspect approximately four (4) miles of track using a hi-rail inspection vehicle. The track will be inspected using the guidelines in CFR49 Part 213 for Class II track. Each turnout in the industrial lead will be inspected on foot and lubricated monthly. A Federal Railroad Administration ("FRA") Field Inspection Report will be submitted to City for each inspection to delineate any FRA track defect conditions that may be present.

Consultant will alert City immediately if a defect is found that requires immediate attention to preserve safe use of the track. Upon City approval, repairs can be conducted at agreed lump sum prices or using Time and Material Rates for labor, equipment, and materials. Depending on the defect found, the Inspector may perform repairs at the time of the inspection.

Consultant shall inspect the four sets of crossing warning signals on the line on a monthly basis. The signals to be inspected are at Rosedale Drive, Bridge Road, North Gettysburg Avenue, and Wolf Creek Pike. Inspections will include the required monthly, quarterly and annual inspection requirements.

Consultant shall perform on-call track maintenance at Time & Material rates. It is agreed that Consultant shall require a minimum charge of three hours for each call out, and an eight (8) hour minimum call out on federal holidays. Consultant shall send a supervisor directly to the site to assess emergency situations.

Consultant may provide track design and engineering review for the development of any properties along the railroad at City's request. These services can be quoted on a case-by-case basis. The Consultants services are further described in Exhibit A ("Service") attached hereto and incorporated herein.

Consultant shall use reasonable efforts to complete the Services in accordance with a schedule mutually acceptable to the City and Consultant ("Service Schedule").

Professional Services Agreement – Rail Maintenance
Page 1 of 8
ARTICLE 2. FUNDING.
The City will make Sixty Thousand Dollars and Zero Cents ($60,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 3. PROFESSIONAL QUALIFICATIONS
The Consultant represents that it is qualified and permitted by law to perform the Services required hereunder and that it has, and will maintain, adequate facilities and sufficient personnel to perform the Services. The Consultant represents and warrants that all personnel engaged in the performance of the Services to be provided are qualified and permitted to do the work assigned.

The services to be performed under this Agreement shall be in compliance with all applicable federal, state, and local laws, regulations or orders, and agency association standards or other standards governing the performance of the professional services to be provided hereunder. The Consultant and its employees, agents, and/or contractors performing the services under this Agreement shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional under like or similar circumstances.

ARTICLE 4. SPECIFIC CONDITIONS.
A. Consultant also represents and warrants that Consultant is not subject to any judgment or decree of a court or government agency that would limit or restrict Consultant’s right or ability to carry out the Service. Consultant shall fully and promptly disclose to the City any change in facts, assumptions, or circumstance that may affect the Service or the warranties set forth herein.

B. Consultant shall ensure that the average wage actually paid to its agents, employees, contractors, sub-contractors, and representatives shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).

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

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

ARTICLE 5. OWNERSHIP OF WORK PRODUCT
All documents, including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer or machine-readable data and all copies or reproductions thereof, or other information received or generated in the performance of this Agreement will be considered work made for hire and the sole and exclusive property of the City (hereinafter “documents”). The Consultant shall not use the documents now or in the future for any purpose without the prior written permission of an authorized City employee.

The Consultant shall deliver the documents to the City and shall maintain the documents as strictly confidential. The Consultant shall not disclose the documents to others, including individuals,
corporations, or government agencies, either before or after the termination of this Agreement, except as expressly authorized in writing by the City or compelled by law.

ARTICLE 6. TERM AND TERMINATION.

A. This Agreement shall commence upon execution by the City and it shall expire on September 30, 2018, unless earlier completed to the City's satisfaction, extended to a later date, or earlier terminated.

B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
   1. A receiver for substantially all of Consultant's assets is appointed by a court of competent jurisdiction.
   2. Consultant is divested of its rights, powers, and privileges under this Agreement by operation of law.
   3. Consultant's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Consultant to remedy such failure within thirty (30) days from the date of written notice from the City, provided however that if the term, covenant or condition to be performed by Consultant is of such nature that the same cannot be reasonably performed within said thirty (30) day period, such matter shall not constitute grounds for termination of this agreement so long as Consultant, in good faith, commences to cure such default within said thirty (30) day period and Consultant diligently undertakes to complete the remedy and the default is cured within ninety (90) days of the original notice.
   4. Consultant's violation of any applicable federal, state, or local law applicable to the Service and construction thereof, subject to any appeal or cure rights of Consultant.
   5. If, prior to the receipt of any funding from the City hereunder and upon giving thirty (30) days prior written notice, Consultant desires to terminate this Agreement.

In the event of termination prior to Service completion and if the City provided any funds to Consultant hereunder, Consultant shall repay to the City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Consultant shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by the City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 7. INSURANCE

During the performance of this Agreement, Consultant shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

(1) Commercial general liability insurance, with a combined single limit of One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) aggregate.
(2) Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per accident.
(3) Workers' compensation insurance in such amount as required by law, and employers' liability insurance, with a limit of Five Hundred Thousand Dollars ($500,000) per occurrence.
(4) Professional liability insurance with a limit of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) aggregate.
Consultant shall name the City and its elected officials, officers, employees, and agents, as an additional insureds on all insurance policies furnished and maintained pursuant to items (1) and (2) above. Consultant shall provide the City with a certificate of insurance before commencing work. Consultant must maintain the policies in good standing for the duration of the Service. Consultant shall provide the City certificates of insurance that include a provision that such insurance will not be canceled without at least thirty (30) days written notice to the City, demonstrating compliance with this Article. The City’s examination of, or failure to request or demand, any evidence of insurance hereunder, will not constitute a waiver of any requirement of this Article, and the existence of any insurance will not limit Consultant’s obligations under provisions hereof.

All contractors are required to include the City and Consultant as additional insureds on their commercial liability insurance policies, and are required to defend, indemnify, and hold harmless the City and Consultant from the contractor’s negligence.

ARTICLE 9. INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless the City and its respective elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Consultant, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Service, and/or Consultant’s failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 11. POLITICAL CONTRIBUTIONS

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

ARTICLE 12. RECORDS AND RETENTION.

Consultant shall use Generally Accepted Accounting Principles (“GAAP”) in recording and documenting all costs and expenditures related in whole or part to the Service. All costs and expenditures for the Service for which Consultant will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, “Records”). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may request, Consultant shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Service. Consultant shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies
and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Consultant and made available for review by the City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Consultant shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.

Consultant certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Consultant is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Consultant currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Consultant filed a petition in bankruptcy under 11 U.S.C. Section 101 et seq., or such a petition has been filed against Consultant. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 13. INDEPENDENT CONTRACTOR

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

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

ARTICLE 14. GENERAL PROVISIONS.

A. Assignments. Consultant shall not assign this Agreement without prior written consent from City.

B. Conflict of Interest. Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the Service.

C. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications.

Professional Services Agreement – Rail Maintenance
Page 5 of 8
representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

D. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio. Any reference to a period of “days” shall mean calendar days unless otherwise expressly stated herein.

E. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, that makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

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

G. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Service or any activities to be completed by Consultant.

H. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested via overnight delivery carrier, or delivered personally, and addressed as follows:

- **For City:**
  City of Dayton Office of Economic Development
  101 W. Third Street
  Dayton, Ohio 45402
  Attn: Christopher Lipson

- **For Consultant:**
  Gordon Webster, Project Engineer
  Fritz-Runer-Cooke Co., Inc.
  P.O. Box 07884
  Columbus, OH 43207-0884

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

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

FRITZ-RUMER-COKE CO., INC.

By: [Signature]

Its: Project Engineer

Date: 2/28/17

CITY OF DAYTON, OHIO

[Signature]

City Manager

3-10-17

Date

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]

City Attorney

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

[Signature]

March 8, 2017

Min. / Bk. 1st Pg. ____________

[Signature]

Clerk of the Commission
Exhibit A: Consultant Proposal
City Manager’s Report

From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual

Name John R. Jurgensen Company

Address 1780 Enon Road
Springfield, Ohio 45502

Date August 11, 2021

Expense Type Contract Modification

Total Amount $1,700,000.00 thru 8/13/23

Fund Source(s) Fund Code(s) Fund Amount(s)
Issue 9 Residential Resurfacing 40030-6450-1428-54 $1,700,000.00

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

Description

2021 RESIDENTIAL ASPHALT RESURFACING II
(10% SBE & 10% MBE PARTICIPATION GOAL / 10% SBE & 10% MBE PARTICIPATION ACHIEVED)

The Department of Public Works proposes Change Order No. 1 for $1,700,000.00 to the existing contract with John R. Jurgensen Company, for the 2021 Residential Asphalt Resurfacing II project. The work includes additional asphalt resurfacing of various residential streets throughout the city of Dayton. Work includes the application of tack coat, asphalt, and performing other work incidental thereto.

The original contract amount was $2,109,884.70. Change Order No. 1, which totals $1,700,000.00, will increase the contract amount with John R. Jurgensen Company for the 2021 Residential Asphalt Resurfacing II project to $3,809,884.70.

This Change Order No. 1 has been reviewed by the Department of Law as to form and correctness.

This Change Order No. 1 is fully funded by Capital Funds.

A copy of Change Order No. 1 and the Certificate of Funds are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
## SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Start Date</strong></td>
<td><strong>Expiration Date</strong></td>
<td><strong>Required Documentation</strong></td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Original Commission Approval</strong></td>
<td><strong>$ 2,109,884.70</strong></td>
<td><strong>Initial City Manager's Report</strong></td>
</tr>
<tr>
<td><strong>Initial Encumbrance</strong></td>
<td><strong>$ 2,109,884.70</strong></td>
<td><strong>Initial Certificate of Funds</strong></td>
</tr>
<tr>
<td><strong>Remaining Commission Approval</strong></td>
<td><strong>$ -</strong></td>
<td><strong>Initial Agreement/Contract</strong></td>
</tr>
<tr>
<td><strong>Original CT/CF</strong></td>
<td><strong>CT21-2965</strong></td>
<td><strong>Copy of City Manager's Report</strong></td>
</tr>
<tr>
<td><strong>Increase Encumbrance</strong></td>
<td><strong>$ 1,700,000.00</strong></td>
<td><strong>Copy of Original Certificate of Funds</strong></td>
</tr>
<tr>
<td><strong>Decrease Encumbrance</strong></td>
<td><strong>$ -</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Amount:</strong></td>
<td><strong>$ 1,700,000.00</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Fund Code</th>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund Code</strong></td>
<td><strong>40030 - 6450 - 1428 - 54 - - -</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALs**

### Vendor Information
- **Vendor Name:** John R. Jurgensen Co.
- **Vendor Address:** 1780 Enon Road
  - Springfield, Ohio 45502
- **Federal ID:** 31-0578656
- **Commodity Code:** 96896
- **Purpose:** Change Order No. 1 for 2021 Residential Asphalt Resurfacing II (10% SBE & 10% MBE Participation Goal)

### Contact Information
- **Contact Person:** David Escobar
- **Department/Division:** Public Works/Civil/Engineering
- **Date:** 8/3/2021

### Originating Department Director's Signature

## SECTION II - to be completed by the Finance Department

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

**Finance Director Signature**

**Date:** 8/4/2021

**CF Prepared By:**

**Date:** 9/4/2021

**CF/CT Number:** CT21-2965

---

**Finance Department**

October 18, 2021
Change Order Number 1

This Change Order Number 1, entered into this ___ day of ____________, 2021, is between the City of Dayton, Ohio ("City") and John R. Jurgensen Company ("Contractor").

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a contract for the 2021 Residential Asphalt Resurfacing II project (10% SBE & 10% MBE Participation Goal) ("Project"), CT21-2965 dated May 28, 2021 ("Contract"), to perform the asphalt resurfacing of various streets throughout the city of Dayton.; and

WHEREAS, the City and Contractor agree that extra work, or altered work, must be performed to complete the Project; and

WHEREAS, the City and Contractor agree that the extra work or altered work or both require the Contract to be modified; and

WHEREAS, the City and Contractor agree upon the amount to be paid for the extra work or altered work, or both, to be performed.

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

Section 1. Under this Change Order Number 1, Contractor shall perform the following work:

a. Item 202, Grinding Existing Pavement 146,700 S. Y.
b. Item ODOT 407, Non Tracking Tack Coat 14,743 GAL
c. Item ODOT 442, Asphalt Concrete Surface Course, Type 1, (448), PG64-22 16,300 Tons
d. Item 614 Maintenance of Traffic 146,700 S. Y.

Section 2. In consideration of Contractor’s performance of the additional work described in Section 1 above, the City will pay Contractor an amount not to exceed One Million Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00). Payment for services will be paid as follows:

a. Item 202, Grinding Existing Pavement (146,700 S. Y. @ $1.36/S. Y.) $199,512.00
b. Item ODOT 407, Non Tracking Tack Coat (14,743 GAL @ $1.00/GAL) $14,743.00
c. Item ODOT 442, Asphalt Concrete Surface Course PG 70-22M, 12.5MM, Type A, (448) (2") (16,300 Tons @ $88.00/Ton) $1,434,400.00
d. Item 614 Maintenance of Traffic (146,700 S.Y. @ $0.35/S.Y.) $51,345.00
Total $1,700,000.00

Section 3. The City and Contractor agree to extend the Project completion date from August 13, 2021 to November 1, 2021.

Section 4. The terms and compensation provided by this Change Order Number 1 constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change in the work, including, but not limited to, any delays, inefficiencies, disruption or suspension, extended overhead, profit, interest, acceleration, and cumulative impact of this and any previously issued change orders.

Section 5. Except as modified by this Change Order Number 1, the Contract remains unchanged and in full force and effect.
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number 1 as of the date first set forth above.

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON OHIO:

__________________________, 20__

Min. Bk. _____ Pg. _____

Clerk of the Commission

THE CITY OF DAYTON, OHIO

City Manager

JOHN R. JURGENSEN COMPANY

By ____________________________

Title General Manager

APPROVED AS TO FORM AND CORRECTNESS:

__________________________, 135

City Attorney
City Manager's Report

From: 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual: John R. Jurgensen Company
Address: 1780 Enon Road, Springfield, Ohio 45502

Date: April 28, 2021
Expense Type: Award of Contract
Total Amount: $2,109,884.70 Thru 8/13/23

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Issue 9 Residential Resurfacing</td>
<td>49039-6450-1428-54</td>
<td>$1,317,250.00</td>
</tr>
<tr>
<td>2020 Infra Residential Resurfacing</td>
<td>49025-6450-1428-54</td>
<td>$465,000.00</td>
</tr>
<tr>
<td>Street Maintenance – Ohio Gas Tax</td>
<td>21200-6450-1428-54</td>
<td>$290,800.00</td>
</tr>
<tr>
<td>Storm Capital Funds</td>
<td>58002-3420-1428-54-ST1001</td>
<td>$13,387.50</td>
</tr>
<tr>
<td>Sanitary Capital Funds</td>
<td>55004-3420-1428-54-SF1001</td>
<td>$13,387.50</td>
</tr>
<tr>
<td>Water Capital Funds</td>
<td>53003-3420-1428-54-WF1004</td>
<td>$10,059.70</td>
</tr>
</tbody>
</table>

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

Description

2021 RESIDENTIAL ASPHALT RESURFACING II
(10% SBE & 10% MBE PARTICIPATION GOAL / 10% SBE & 10% MBE PARTICIPATION ACHIEVED)

This project consists of the asphalt resurfacing of various streets throughout the city of Dayton. Work includes the grinding of existing asphalt, application of tack coat, asphalt, and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, John R. Jurgensen Company, in the amount of $2,109,884.70. This amount includes the base bid in the amount of $1,950,660.20, and Alternate No. 1, Contingency Allowance, in the amount of $159,224.50. The estimated cost for the project was $2,078,200.00. Project completion is August 13, 2021.

The Certificates of Funds, Tabulation of Bids, Human Relations Council's verification letter, Bid Form from the firm recommended for award, and street list are attached.

Signatures/Approval

Approved by City Commission
Regina D. Blackshear
Clerk
Date: 4-28-2021

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>08/13/23</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$ 2,109,884.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$ 2,109,884.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original CT/CF</td>
<td>Increase Encumbrance</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td></td>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
</tbody>
</table>

**Required Documentation**

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

**Amount:** $ 1,317,250.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>49039 - 6450 - 1428 - 54 -</th>
<th>Amount:</th>
<th>$ 465,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
<td>Prog</td>
</tr>
<tr>
<td>GO. Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Amount:** $ 13,387.50

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>58002 - 3420 - 1428 - 54 - ST1001 -</th>
<th>Amount:</th>
<th>$ 13,387.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
<td>Prog</td>
</tr>
<tr>
<td>G.C. Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALs**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>John R. Jurgensen Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Address</td>
<td>1780 Enon Road Springfield Ohio 45502</td>
</tr>
<tr>
<td>Street</td>
<td>City</td>
</tr>
<tr>
<td>Federal ID</td>
<td>31-0578656</td>
</tr>
<tr>
<td>Commodity Code</td>
<td>96896</td>
</tr>
<tr>
<td>Purpose</td>
<td>Award of Contract for 2021 Residential Asphalt Resurfacing II (10% SBE &amp; 10% MBE Participation Goal)</td>
</tr>
</tbody>
</table>

**Contact Person:** David Escobar

**Public Works/Civil Engineering**

**Department/Division:**

**Date:** 4/19/2021

**Originating Department Director's Signature:**

**SECTION II - to be completed by the Finance Department**

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

**Finance Director Signature:**

**Date:** 4/30/2021

**CF Prepared by:**

**Date:** 4/19/21

**CF/CT Number:**

October 16, 2011
CERTIFICATE OF FUNDS  

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>08/13/23</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$ 2,109,884.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$ 2,109,884.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original CT/CF</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase Encumbrance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

| Amount: | $ 10,059.70 |
| Fund Code: | 53003 - 3420 - 1428 - 54 - WF1004 |
| Fund | Org | Acct | Prog | Act | Loc |

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

Attach additional pages for more FOAPALS

**Vendor Name:** John R. Jurgensen Co.

**Vendor Address:** 1780 Enon Road  Springfield  Ohio  45502

**Federal ID:** 31-0578656

**Commodity Code:** 96896

**Purpose:** Award of Contract for 2021 Residential Asphalt Resurfacing II (10% SBE & 10% MBE Participation Goal)

**Contact Person:** David Escobar

**Public Works/Civil Engineering** 4/19/2021

**Department/Division** 4/19/2021

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

**SECTION II - to be completed by the Finance Department**

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

**Finance Director Signature:** [Signature]  4/20/2021

**Date:** 4/20/2021

**CF Prepared by:** [Signature]  4/19/2021

**CF/CT Number:** CT21-2945

**Page 2 of 2**

Finance Department  October 16, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 2,109,884.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Amount:                                                   | $ 290,800.00 | Fund Code: 21200 - 6450 - 1428 - 54 -              |
|                                                         |              | Fund Code:                             |
|                                                         |              | Fund - Org - Acct - Prog - Act - Loc - |

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

Attach additional pages for more FOAPALS

Vendor Name: John R. Jurgensen Co.
Vendor Address: 1780 Enon Road Springfield Ohio 45502
Federal ID: 31-0578656
Commodity Code: 96896
Purpose: Award of Contract for 2021 Residential Asphalt Resurfacing II (10% SBE & 10% MBE Participation Goal)

Contact Person: David Escobar

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 4/19/2021

Date: 4/19/2021  CF/CT Number: CT21-3946

CF Prepared by [Signature] Date: 4/19/2021
City Manager’s Report

From: 2720 - Management & Budget
Supplier, Vendor, Company, Individual
Name: Julian & Grube, Inc.
Address: 333 County Line Road West
          Westerville, OH 43082

Date: August 11, 2021
Expense Type: Service Agreement
Total Amount: $281,362.50 (thru 12/31/26)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Revenue</td>
<td>29002-9980-1155-99</td>
<td>$281,362.50</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: ☑ Yes
Affirmative Action Program: ☑ Yes

Description
American Rescue Plan Act (ARPA)
and Other COVID-19 Funds – Accounting and Auditing Consulting Services

The Department of Procurement, Management and Budget requests permission to enter into a Service Agreement with Julian & Grube, Inc. for accounting and auditing consulting services related to ARPA and other COVID-19 funding opportunities. Request for Proposals 21-021PMB was issued, 11 firms were evaluated in a competitive process by a multi-departmental five-member team. This contract will begin upon execution and will expire December 31, 2026.

ARPA established the $350 billion Coronavirus State and Local Fiscal Recovery Funds nationwide. Congress allocated funds in six categories: States & District of Columbia $195.3 billion, Counties $65.1 billion, Metropolitan Cities $45.6 billion, Tribal Governments $20 billion, Territories $4.5 billion and Non-entitlement Units of Local Government $19.5 billion. The City of Dayton is considered a Metropolitan award and received a direct allocation of $138.0 million, split into two equal tranches. The first tranche of $69.0 million was received in May 2021.

ARPA allocated funds through several federal agencies and a variety of programs. Should the City receive additional funds from associated programs, Julian and Grube, Inc. will provide guidance, accounting, and auditing services for these funds under this agreement.

Due to the Code of Federal Regulations (CRF) and ARPA guidelines, this contract spans through 2026, which will include a three-year initial term with two one-year renewal options, for a total contract cost not to exceed $281,362.50. ARPA funds, in an initial amount not to exceed $187,117.50 through 2024, will be utilized and encumbered. Additionally, ARPA funds will be utilized in an amount of $47,122.50 for option year 2025 and $47,122.50 for option year 2026 (and encumbered at future dates). This request is being funded by the Local Coronavirus Relief fund.

The Department of Law has reviewed and approved this Agreement as to form and correctness.
A certificate of funds is attached in the amount of $187,117.50.

Signatures/Approval

Melissa A. Wilson, CAFM
Division
Diane J. Drado, 8.4.21
Department
City Manager
FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X  New Contract  Renewal Contract  Change Order

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/26</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$281,362.50</td>
<td>X  Initial City Manager's Report</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$187,117.50</td>
<td>X  Initial Certificate of Funds</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$94,245.00</td>
<td>X  Initial Agreement/Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original CT/CF</th>
<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
<th>Remaining Commission Approval</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>187,117.50</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>29002 - 9980 - 1155 - 99 - XXXX - XXXX</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>XXXX - XXXX - XXXX - XX - XXXX - XXXX</th>
</tr>
</thead>
</table>

Attach additional pages for more FOAPALS

Vendor Name:  Julian & Grube, Inc.
Vendor Address:  333 County Line Road West Westerville OH 43082
Federal ID:  31-1440367
Commodity Code:  96100
Purpose:  This contract is an award from RFP21-021PMB for accounting and auditing consulting services related to the American Rescue Plan Act (ARPA) monies received by the City. J&G, Inc. will assist in accounting and auditing consulting and oversight of all city's activities around the local recovery relief funds awarded to the City through ARPA and any future pandemic-related programs, grants or awards.
Contact Person:  Melissa A. Wilson x4039

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:  [Signature]
Date:  8/3/21

CF Prepared by:  [Signature]
Date:  8/15/21
CF/CT Number:  CT21-3039
August 4, 2021

TO: C. LaShea Lofton, Director
    Department of Finance

FROM: Melissa A. Wilson, Purchasing Agent
      Division of Procurement

SUBJECT: Julian and Grube, Inc. ARPA Contract

The Department of Procurement, Management and Budget requests permission to enter into a Service Agreement with Julian & Grube, Inc. LLP for accounting and auditing consulting services related to ARPA and other COVID-19 funding opportunities. Request for Proposals 21-021PMB was issued, 11 firms were evaluated in a competitive process by a multi-departmental five-member team. This contract will begin upon execution and will expire December 31, 2026.

ARPA established the $350 billion Coronavirus State and Local Fiscal Recovery Funds nationwide. Congress allocated funds in six categories. The City of Dayton is considered a Metropolitan award and received a direct allocation of $138.0 million, split into two equal tranches. The first tranche of $69.0 million was received in May 2021.

ARPA allocated funds through several federal agencies and a variety of programs. Should the City receive additional funds from associated programs, Julian & Grube, Inc., LLP will provide accounting and auditing consulting services for these funds under this agreement. Due to the Code of Federal Regulations (CRF) and ARPA guidelines, this contract spans through 2026, which will include a three-year initial term with two one-year renewal options, for a total contract cost not to exceed $281,362.50. ARPA funds, in an initial amount not to exceed $187,117.50 through 2024, will be utilized and encumbered. Additionally, ARPA funds will be utilized in an amount of $47,122.50 for option year 2025 and $47,122.50 for option year 2026 (and encumbered at future dates).

Should you have any additional questions, please do not hesitate to contact me directly at x4039.

cc: D. Shannon, M. Jones, File
<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points Possible/ Weight</th>
<th>Rea &amp; Associates, Inc.</th>
<th>Julian &amp; Grube</th>
<th>Local Gover Consultants, LLC</th>
<th>Booth Management Consulting, LLC</th>
<th>MGT Consulting</th>
<th>UHY, LLP</th>
<th>Ernst &amp; Young</th>
<th>Guidehouse</th>
<th>RDO USA, LLP</th>
<th>Crowe LLP</th>
<th>Clark Schaefer Consulting LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Knowledge on accounting/funds administration, grand exp. and perform similar sized projects</td>
<td>35</td>
<td>25.4</td>
<td>34.3</td>
<td>25.8</td>
<td>28.2</td>
<td>26.6</td>
<td>29.6</td>
<td>30.4</td>
<td>32.2</td>
<td>28.8</td>
<td>31.8</td>
<td>9</td>
</tr>
<tr>
<td>Technical Qualifications, training, Scope of Work</td>
<td>30</td>
<td>20.4</td>
<td>26.8</td>
<td>25.4</td>
<td>23.4</td>
<td>20.2</td>
<td>25.2</td>
<td>27.6</td>
<td>25.8</td>
<td>25.6</td>
<td>27.2</td>
<td>14.6</td>
</tr>
<tr>
<td>Key Personnel and References</td>
<td>20</td>
<td>13.6</td>
<td>20</td>
<td>11.6</td>
<td>15.2</td>
<td>17.2</td>
<td>16.6</td>
<td>19</td>
<td>15.6</td>
<td>15.6</td>
<td>18.8</td>
<td>12</td>
</tr>
<tr>
<td>Cost/Price/Lump Sum Fee</td>
<td>15</td>
<td>10.5</td>
<td>12.05</td>
<td>14.13</td>
<td>15.00</td>
<td>7.92</td>
<td>8.26</td>
<td>6.34</td>
<td>7.93</td>
<td>7.85</td>
<td>6.50</td>
<td>10.33</td>
</tr>
<tr>
<td>MRE Goal- 5%</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>10</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>DRE Goal- 5%</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Score</td>
<td>110</td>
<td>63.52</td>
<td>103.05</td>
<td>79.93</td>
<td>81.80</td>
<td>81.92</td>
<td>79.06</td>
<td>93.34</td>
<td>92.53</td>
<td>82.85</td>
<td>94.30</td>
<td>45.93</td>
</tr>
</tbody>
</table>
MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”), dated ______________ 2021 (the “Effective Date”), is between Julian & Grube, Inc. Inc., with offices at 333 County Line Road West, Westerville, OH 43082 (“Julian & Grube, Inc.” or “Contractor”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“Client”).

1. Scope of Agreement and Services.

(a) This Agreement describes the process by which Client may engage Julian & Grube, Inc. to perform professional consulting services as described in a SOW (defined below) (the “Services”) and sets out the terms and conditions applicable to those Services. Notwithstanding any provision to the contrary contained herein, the following are not within the definition of “Services” and are not covered by this Agreement: (i) managed services, reselling or hosting services; (ii) staff augmentation services; and (iii) secondments.

(b) Julian & Grube, Inc. will perform such Services as agreed in one or more statements of work issued under this Agreement, a form of which is attached hereto as Exhibit A (“Statement of Work” or “SOW”). Each SOW will describe the Services to be performed, the expected schedule for performance, the amounts that Client will pay for those Services detailed on an hourly basis, and any other relevant information. Julian & Grube, Inc. is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this Agreement and/or the relevant SOW. Either party may request changes to the scope of Services or terms and conditions set forth in this Agreement and/or the relevant SOW. To be effective, such change must be agreed in a writing and signed by both parties, and as approved by the Commission of the City of Dayton, if necessary. This Agreement does not obligate either party to enter into any SOW. If there is a conflict between the terms contained in the main body of this Agreement, any Exhibit and/or a SOW, the following order of precedence shall apply: (i) the SOW; (ii) the applicable Exhibit; and then (iii) the main body of this Agreement. If Julian & Grube, Inc. commenced Services prior to execution of this Agreement or a particular SOW, the terms of this Agreement and the relevant SOW shall govern such Services.

2. Deliverables.

(a) Ownership and License. Client will own each particular physical copy of the Materials (as defined below) prepared for and delivered to Client under this Agreement that are identified as a “Deliverable” (collectively, the “Deliverables”) in the relevant SOW. Julian & Grube, Inc. shall own all intellectual property rights in and to the Deliverables and any other Materials (as defined below) that Julian & Grube, Inc., or their respective personnel may make, conceive, develop, or create during or as a result of the Services, including Julian & Grube, Inc.’s working papers (the “Work Product”). Each party will continue to own Materials made, conceived, developed, or created by or for such party independent from, or prior to commencement of, the performance of Services under the applicable SOW and any intellectual property rights therein (collectively, the applicable party’s “Background Materials”). Subject to Client’s compliance with the terms of this Agreement and the relevant SOW, Julian & Grube, Inc. grants to Client under Julian & Grube, Inc.’s intellectual property rights a non-exclusive, non-transferable license to use the Deliverables and Work Product delivered to Client for Client’s internal business purposes only. For the avoidance of doubt, neither the Work Product nor Julian & Grube, Inc.’s Background Materials include Client’s Confidential Information (as defined below) or Client’s Background Materials, both of which shall remain the sole and exclusive property of Client. As used herein, “Materials” means information, know-how, data and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.
(b) Use and Disclosure.

(i) Julian & Grube, Inc. provides the Services and the Deliverables, Work Product and Julian & Grube, Inc.’s Background Materials solely for Client’s internal use and benefit, and not for a third party’s use, benefit or reliance, and Julian & Grube, Inc. disclaims any contractual or other responsibility, liability or duty of care to third parties based upon the Services, Deliverables, Work Product or Julian & Grube, Inc.’s Background Materials. Except as described in this Section, Client shall not discuss the Services with, or disclose the Deliverables, Work Product or Julian & Grube, Inc.’s Background Materials to, any third party without Julian & Grube, Inc.’s prior written consent. Client may disclose Deliverables to, or discuss information relating to the Services with, Client’s third-party professional advisors (including subcontractors, accountants, auditors, attorneys, financial and other advisors) that are acting solely for Client’s benefit and on Client’s behalf and that have a need to know such information in order to provide advice or services to Client (collectively, "Third-Party Professional Advisors"), provided that such Third-Party Professional Advisors agree: (i) that Julian & Grube, Inc. did not perform the Services or prepare Deliverables for such Third-Party Professional Advisors’ use, benefit or reliance, and that Julian & Grube, Inc. assumes no duty, liability or responsibility to such Third-Party Professional Advisors; and (ii) not to disclose the Services or Deliverables to any other party without Julian & Grube, Inc.’s prior written consent. Notwithstanding the foregoing, Julian & Grube, Inc.’s prior written consent (which consent will include the requirement to enter into an access letter in Julian & Grube, Inc.’s standard form) shall be required if Client wishes to disclose the Deliverables or discuss the Services with any person or entity that is not a Third-Party Professional Advisor. For the avoidance of doubt, Third-Party Professional Advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any parties that have or may obtain a financial interest in Client or an anticipated transaction.

(ii) Client may disclose any Deliverables that do not contain Julian & Grube, Inc.’s name or other information that could identify Julian & Grube, Inc. as the source (either because Julian & Grube, Inc. provided a Deliverable without identifying information or because Client subsequently removed it) to any third party if Client first accepts and represents them as its own and makes no reference to Julian & Grube, Inc. in connection with such Deliverable.

(c) Oral Advice and Draft Deliverables. Client may rely only on final written Deliverables and not on oral advice, draft Deliverables or other information provided by Julian & Grube, Inc. Upon Client’s request, Julian & Grube, Inc. will confirm oral advice in a Deliverable on which Client may rely.

(d) Other Materials. Julian & Grube, Inc. may provide or otherwise make available certain Materials that are not Deliverables, including spreadsheets and hosted web-based, data analytics, internet, cloud, visualization or other tools or software used to provide the Services or deliver the Deliverables (collectively, the “Julian & Grube, Inc. Technology”). If Julian & Grube, Inc. Technology is provided or otherwise made available, Julian & Grube, Inc. hereby grants to Client a non-exclusive, non-transferable license to use Julian & Grube, Inc. Technology in accordance with Julian & Grube, Inc.’s instructions for Client’s internal use and benefit only and solely in connection with and during the term of Julian & Grube, Inc.’s performance of the Services under the relevant SOW. Julian & Grube, Inc. Technology is provided on an “as is” and “as-available” basis, and Julian & Grube, Inc. does not represent or warrant that Julian & Grube, Inc. Technology or any content therein will be uninterrupted or error free or that it will provide useful, accurate or specific information or results. Julian & Grube, Inc. Technology is subject to change without notice and Julian & Grube, Inc. may change the functionality of, or suspend or discontinue access to, all or any portion of Julian & Grube, Inc. Technology at any time without notice. Julian & Grube, Inc. Technology and all Materials contained therein are Julian & Grube, Inc.’s Confidential Information. Julian & Grube, Inc. Technology and information contained therein are not intended to be Client’s permanent records and, unless otherwise agreed in writing, access to Julian & Grube, Inc. Technology and such information terminates upon expiration, completion or termination of the Services under the relevant SOW. Julian & Grube, Inc. will, in its discretion, make data and records that are directly connected with the provision of the Services available to Client via Julian & Grube, Inc. Technology. Client is responsible for separately maintaining copies of any relevant data and records made available through Julian & Grube, Inc. Technology that Client may need. Client will provide Julian & Grube, Inc. with written confirmation (by email or otherwise) of the names and
employer email addresses of those users that Client authorizes to access and use Julian & Grube, Inc. Technology on Client’s behalf (the “Client Users”) and Client will promptly notify Julian & Grube, Inc. in writing of any changes thereto. Client shall only authorize Client Users to use and access the Julian & Grube, Inc. Technology in accordance with and subject to the same restrictions set forth above in this Section 2 that apply to Deliverables. Client is responsible and liable for all Client Users’ access to Julian & Grube, Inc. Technology. Client shall not (and shall not allow any Client User to) misappropriate, infringe, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how, processes, formulae, methodologies, or other information or any of Julian & Grube, Inc.’s rights in Julian & Grube, Inc. Technology, or otherwise use or access Julian & Grube, Inc. Technology other than expressly permitted herein.

3. Julian & Grube, Inc. Responsibilities. Julian & Grube, Inc. will perform the Services in accordance with the relevant industry standards for consulting services as set forth in the applicable Exhibit or SOW. Julian & Grube, Inc.’s role is advisory only. Julian & Grube, Inc. will not provide an audit, accounting or attest opinion or other form of assurance. Julian & Grube, Inc. will not verify or audit any information provided to it. Because Julian & Grube, Inc. will provide the Services solely for Client’s use and benefit and pursuant to a relationship exclusively with Client, Julian & Grube, Inc. disclaims any contractual or other responsibility, liability or duty of care to others based upon the Services or upon any Deliverables or advice Julian & Grube, Inc. provides.

4. Client Responsibilities. Client is responsible for all management functions and decisions relating to the Services, including without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client’s needs. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client’s management to oversee the Services. Client will provide reasonable assistance and accurate and complete information on a timely basis, and Julian & Grube, Inc. will perform the Services on that basis. Client represents and warrants that it has the requisite right, consent and permission to use and disclose, and to permit Julian & Grube, Inc. to use and disclose, all information, materials (including, without limitation, emails), software, or hardware (including those of third parties) provided to Julian & Grube, Inc. in connection with the Services, this Agreement and/or each SOW. It is Client’s responsibility to establish and maintain its internal controls.

5. Fees, Expenses and Payment. The total not to exceed contract amount is $281,362.50 through December 31, 2026. The base contract is for a three-year term with a not to exceed amount of $187,117.50. There are two one-year renewal options, the first one-year renewal term shall not exceed $47,122.50 and the second one-year renewal term shall not exceed $47,122.50. Client shall only be obligated to pay the amounts specified on the SOW(s), which may include, but not limited to, out-of-pocket expenses, any applicable sales, use, excise or value added tax, and Julian & Grube, Inc.’s internal per-ticket charges for booking travel. Client shall have no obligation to pay any fees or expenses that are not included on any SOW agreed to between the parties. Amounts billed for Services performed by Julian & Grube, Inc. shall be considered fees and not expenses and will be billed at rates as set forth in the relevant SOW. Unless otherwise agreed in the SOW, Julian & Grube, Inc. will invoice Client on a regular basis in arrears, and Client will pay each invoice within thirty (30) calendar days after the invoice date, unless disputed.

Invoices shall be submitted to
Monica Jones
101 W. Third Street
Dayton, Ohio 45402
Monica.Jones@daytonohio.gov

6. Confidentiality. “Confidential Information” means non-public information marked “confidential” or “proprietary” or information that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. All terms of this Agreement, including but not limited to the fee and expense structure, are considered Confidential Information. Confidential Information does not include any information that: (i) is rightfully known to the receiving party (“Recipient”) prior to its disclosure; (ii) is released by the disclosing party (“Discloser”) to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by Recipient without use of or reliance on Discloser’s Confidential Information; (iv) is or later becomes

Public

Julian & Grube MSA – August 2021
publicly available without violation of this Agreement; or (v) may be lawfully obtained by Recipient from a third party without applicable restriction. Recipient will protect the Confidential Information of the Discloser using reasonable measures commensurate with those that Recipient uses to protect its own Confidential Information. Recipient may use or disclose the Confidential Information of Discloser only: (1) to perform the Services; (2) as permitted in this Agreement or the applicable SOW; (3) as requested or directed by Discloser; or (4) as required by applicable law, statute, rule, regulation or professional standard. Except as set forth in this Section 6, Recipient will not disclose the Confidential Information of Discloser to third parties without Discloser’s prior consent. Notwithstanding the foregoing, without Discloser’s prior written consent, Recipient may disclose Confidential Information to professional advisors, subcontractors, or employees on a need-to-know basis, provided that such entities and individuals are required to comply with confidentiality obligations. If disclosure of Discloser’s Confidential Information is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, Recipient shall provide Discloser with written notice prior to such disclosure (to the extent permitted by applicable law); provided, however, that prior written notice is not required in connection with requests for disclosures arising from or related to government audits, investigations or supervisory examinations by regulatory authorities with jurisdiction over Recipient.

7. **Term and Termination.** This Agreement commences on the Effective Date and shall expire on December 31, 2024 with two one-year renewal options through December 31, 2026. Either party may terminate this Agreement or any SOW without penalty upon thirty (30) days written notice to the other party. Unless otherwise agreed by the parties, any SOW(s) executed prior to the effective date of termination or expiration of the Agreement shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, and the Client’s only obligation to Julian & Grube, Inc. at that time shall be to pay for expenses, including such expenses irrevocably committed by Client, related to those SOW. Any provisions of this Agreement or any SOW that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

8. **Indemnity.**

(a) Julian & Grube, Inc. shall indemnify and hold harmless Client from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property, but only to the extent that the foregoing arise out of the indemnitor’s negligence or intentional misconduct in the performance of this Agreement.

(b) Julian & Grube, Inc. agrees to indemnify and hold harmless Client from and against any and all amounts payable under any judgment, verdict, court order or settlement for any claims made against Client by a third party unrelated to Client that the Deliverables, as delivered by Julian & Grube, Inc., directly infringe any trade secret or copyright. Should Client’s use of such Deliverables be determined to have infringed, or if, in Julian & Grube, Inc.’s judgment, such use is likely to be infringing, Julian & Grube, Inc. may, at its option: (i) procure for Client the right to continue using such Deliverables or (ii) replace or modify such Deliverables to make their use non-infringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Julian & Grube, Inc. finds commercially reasonable, then Julian & Grube, Inc. may terminate the applicable SOW, Client shall return such infringing Deliverables to Julian & Grube, Inc., and Julian & Grube, Inc. will refund to Client the fees paid for the infringing Deliverables, less a reasonable allowance for use. This infringement indemnity does not cover claims arising from or related to: (1) the combination of Deliverables with products or services not provided by Julian & Grube, Inc.; (2) the modification of Deliverables by any person other than Julian & Grube, Inc.; (3) Deliverables complying with or based upon information, specifications or designs provided by or at Client’s direction; or (4) use of Services and/or Deliverables in a manner not permitted under the Agreement.

9. **Limitations of Liability.** Except to the extent finally determined to be prohibited by law, Julian & Grube, Inc.’s aggregate liability for all claims, losses, liabilities or damages in connection with the relevant SOW or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of
fees paid to Julian & Grube, Inc. for the particular Service giving rise to the liability under such SOW. In addition, Julian & Grube, Inc. will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, Julian & Grube, Inc. shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by Client under the relevant SOW.

10. **Client Subcontractors.** If Client requests or requires Julian & Grube, Inc. to engage the services of a subcontractor specified or selected by Client (each a “Client Subcontractor”), assumes responsibility for the services performed by Client Subcontractors. Julian & Grube, Inc. shall not be responsible or liable to Client or any third party for services performed by, or for any act, omission, default or neglect of, Client Subcontractors. For the avoidance of doubt, Client agrees that Julian & Grube, Inc. may provide information that Julian & Grube, Inc. receives in connection with this Agreement to the Client Subcontractors.

11. **Compliance with Law.** While performing its obligations under this Agreement and the relevant SOW, each party will comply with all relevant United States federal or state laws and regulations that are directly applicable to such party’s performance of the Services and/or its obligations under this Agreement.

12. **Dispute Resolution.** If, during the term of this Agreement, the parties are unable to resolve a dispute or controversy among themselves, prior to instituting any court action the parties shall first try, in good faith, to settle the dispute by non-binding mediation. All mediation proceedings shall take place in Montgomery County, Ohio.

13. **Choice of Law.** This Agreement and any dispute between the parties, whether in contract, tort or otherwise, will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of law principles or provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply. Any mediation, 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.

14. **Non-Solicitation.** During the term of the relevant SOW and for twelve (12) months thereafter, neither Julian & Grube, Inc. nor Client shall intentionally solicit for employment or as an independent contractor any person employed by the other or any affiliate of the other, if such person was involved directly in the performance of the Services under such SOW. This provision shall not prohibit the hiring of any person who responded to general solicitations, including but not limited to, job postings published in newspapers, trade publications or on websites that did not target that person directly.

15. **No Legal Advice; Changes in Laws.** The Services do not include the provision of legal advice, and Julian & Grube, Inc. makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or any other type of law or regulation. Changes in the law and/or its interpretation may take place before Julian & Grube, Inc.’s advice is acted upon, or may be retrospective in effect; Julian & Grube, Inc. accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

16. **INSURANCE**

Julian & Grube, Inc. shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an “A” rating from A.M. Best, no less than the following insurance:

(a) **Professional Liability/Errors and Omissions Insurance**, with a one million dollar ($1,000,000) annual aggregate. This annual aggregate amount requirement for professional liability / errors and omissions may be met on a combined basis, i.e., by combining such insurance maintained by Julian & Grube, Inc. with similar insurance maintained by any subcontractor (to the extent that a subcontractor is consented to by the Client through the process described above in this Agreement).
(b) General Liability Insurance, with a combined single limit of one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in the aggregate. This policy shall name the Client of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

Julian & Grube, Inc. shall also maintain Workers’ Compensation Insurance in such amounts as prescribed by law. All policy/policies of insurance to be maintained by Julian & Grube, Inc. pursuant to this Section, excluding Workers’ Compensation Insurance, shall provide that the insurance may not be reduced, decreased, cancelled or terminated without thirty (30) days prior written notice to the Client. Upon execution of this Agreement, Julian & Grube, Inc. shall furnish the Client with a copy of certificates of insurance demonstrating compliance with this Section.

17. Miscellaneous.

(a) Non-Exclusive Agreement; Other Matters. This is a non-exclusive agreement and, subject to its confidentiality obligations, Julian & Grube, Inc. is not prevented or restricted from providing services to other clients. Julian & Grube, Inc. is an independent contractor, not a fiduciary or agent of Client, and shall not perform any obligation of Client, whether regulatory or contractual, nor shall Julian & Grube, Inc. negotiate on Client’s behalf. Julian & Grube, Inc. may use Client’s name in experience citations and recruiting materials. If Julian & Grube, Inc. is requested or authorized by Client or required by government regulation, regulatory agency, subpoena or other legal process to produce Julian & Grube, Inc.’s Deliverables, working papers or personnel for testimony or interview with respect to services Julian & Grube, Inc. performed for Client, Client will reimburse Julian & Grube, Inc. for Julian & Grube, Inc.’s, and their counsels’ expenses and professional time incurred in responding to such a request.

As an independent contractor for the Client, Julian & Grube, Inc. shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Agreement. Julian & Grube, Inc. shall have no authority to assume or create any obligation on behalf of, or in the name of the Client, without the express prior written approval of a duly authorized representative of the Client.

Julian & Grube, Inc., its employees, and any approved subcontractors performing the duties and responsibilities under this Agreement are not Client’s employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the Client. Further, Julian & Grube, Inc. shall be responsible to withhold and pay, or cause such agents and subcontractors to withhold and pay, all applicable local, state and federal taxes.

Julian & Grube, Inc. acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

(b) Entire Agreement; Severability; Amendments. This Agreement and the applicable SOW represent the entire agreement between the parties with regard to the subject matter thereof and supersede any prior understandings, proposals or agreements concerning the Services. If any provision (or any part thereof) of this Agreement or any SOW is found to be unenforceable or invalid, the remainder of such provision shall remain enforceable to the maximum extent permitted by law. Any changes to this Agreement must be mutually agreed in writing and approved by the Commission of the City of Dayton, if necessary.

(c) Assignment. No party to this Agreement may assign or transfer this Agreement, any SOW hereunder, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for the applicable SOW or such Services, to anyone, by operation of law or otherwise without prior written consent of the other party, and any assignment without such consent shall be void and invalid. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and, except as expressly provided herein, nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Julian & Grube MSA – August 2021

Public
(d) **Force Majeure.** No party shall be liable for any delay or failure to perform any of the Services or obligations in this Agreement or any SOW due to causes beyond its reasonable control.

(e) **Counterparts; Headings.** This Agreement and/or any applicable SOW may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other electronic signature. Headings in this Agreement are for convenience only and shall not be used in interpreting this Agreement or any provision of it.

**IN WITNESS WHEREOF,** each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

Julian & Grube, Inc. Inc.  

The City of Dayton, Ohio

By: ____________________________  

Name/Title: Meghan Needham, CPA, CFE  

City Manager

APPROVED AS TO FORM AND CORRECTNESS

8/3/2021

X John Musto for  

City Attorney

Signed by: Musto, John

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

_____________________________ 2021
Min. / Bk. _______  Pg. _______

Clerk of the Commission

Public
EXHIBIT A
FORM OF STATEMENT OF WORK

We greatly appreciate the opportunity to submit our proposal to assist the City of Dayton (the "City") by providing consulting services in accordance with RFP No. 21-021 PMB. This document sets forth the terms of the agreement between the City and Julian & Grube, Inc. (J&G). The effective date of this agreement shall be the date it is approved and will extend through December 31, 2024.

J&G takes pride in its commitment to provide quality accounting and advisory services to the public sector. Your request represents a significant opportunity for us and a cost-effective means for the City to engage in accounting consulting and internal auditing services related to the American Rescue Plan.

The following proposal outlines the scope of our assistance based on our understanding of your needs and the proposed fee schedule. All work papers prepared by J&G will be the property of J&G. Accordingly, we are responsible for their custody and care. However, we will provide copies of these work papers to the City at its request, for the City to maintain for its records. The work papers should not be regarded as part of, or substitute for, your account records. Our assistance cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the contract that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the contract regarding illegal acts that may have occurred.

Our proposal to provide auditing and accounting consulting services is centered around the performance of the following responsibilities by J&G and the City:

J&G responsibilities:

- Respond to all City inquiries within a timely manner (typically 24 hours).
- Attend all scheduled meeting to discuss the City’s questions and proactively work through any items that arise. These meetings will be held virtually through a video-chat platform or a phone call.
- Conduct internal auditing services on a project basis as agreed upon between J&G and the City. These services will not include an opinion on the financial statements. However, a written summary of each project will be provided to City Management and to the Internal Audit Committee.
- J&G will engage the sub-consultant, Richardson & Associates, a WBE and SBE certified CPA firm, for a minimum of 10 percent of the contract.

The City’s responsibilities:

- Allow J&G access to all City personnel (via video chat or phone call) when necessary to resolve the City’s inquiries.
- Provide all information requested by J&G to assist in fulfilling the City’s requests.
- Provide J&G with access to the City’s accounting records and facilities, as needed.

Contract Period
We anticipate a start date for these services to begin by August 15, 2021 and conclude December 31, 2024. Upon a 30-day written notice (email notice is acceptable), the City may terminate this contract for any reason. In the event of such termination, J&G shall be compensated at the contractually agreed-upon rate for all work done to the date of such notice.

J&G Employees
The employees of J&G are not public employees for the purpose of the Ohio Public Employees Retirement System of Ohio (OPERS) and the Ohio Police and Fire Pension Fund (OP&F).
Professional Fees

Our professional fees to provide consulting services are at an hourly rate as outlined below. The City will be charged this rate for travel time also. However, you will not be billed additional amounts for any out-of-pocket charges we incur. The City will be billed monthly for these services.

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>$150</td>
</tr>
<tr>
<td>Sub Consultant</td>
<td>$200</td>
</tr>
<tr>
<td>Manger</td>
<td>$140</td>
</tr>
<tr>
<td>Senior Accountant</td>
<td>$130</td>
</tr>
<tr>
<td>Accountant II</td>
<td>$115</td>
</tr>
<tr>
<td>Accountant I</td>
<td>$105</td>
</tr>
<tr>
<td>Other (Admin)</td>
<td>$75</td>
</tr>
</tbody>
</table>

This contract is solely for the purpose of internal audit and accounting consulting related to the ARP funds. Any additional accounting or advisory services beyond the scope of this contract would require a separate agreement that details the scope of the additional services and the estimated fee.

We greatly appreciate the opportunity to be of assistance to the City of Dayton. The terms as stated in this proposal will remain open until September 1, 2021. Should you have any questions please contact me at 614-846-1899. Thank you again.

We accept your proposal to provide the above-mentioned internal audit and accounting consulting services to the City of Dayton related to the ARP funds.
EXHIBIT B
Federal Provisions

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress
   In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims
   (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

   (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents
   (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

   (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the City, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights
   (a) Definition. The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalogue item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to Contract administration.

   (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the City and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the City and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for City or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the City and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the City or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the City or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the City's use whose costs are financed with Federal transportation funds for capital projects.

Hold Harmless. Unless prohibited by state law, upon request by the City or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the City and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any wilful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the City or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the City or Federal Government under any patent.

Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the City and incorporated into the work.

5. Records and Audits
Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the City under the terms of this Agreement to the City promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to City reasonable damages the City may sustain by reason thereof.

Public
The City and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the City and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the City or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the City or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq; and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor’s entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.


(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, “Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T, and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.

(d) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
(e) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the City if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(f) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Fly America
Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

9. No Federal Government Obligations to Third Parties
The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the City and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

10. Allowable Costs
Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the City may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the City.

11. Trade Restrictions
Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontractors for the supply of any product or service of

Public

Julian & Grube MSA –August 2021
a foreign country on said list for use on the project, the USDOT may direct, through the City, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the City if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

12. Veteran's Preference
In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

13. Copyright Ownership
Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the City will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist. To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City.

Consultant warrants to City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

15. Visual Rights Act Waiver
The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.
16. **Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as
the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.


All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.


When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
Where applicable, all contracts awarded by recipients in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and labourer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no labourer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Contracts who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22. Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

23. DHS Seal, Logo, and Flags
Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. No Obligation by Federal Government
The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

25. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance") and compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020).

26. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF
Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
City Manager’s Report

From
2360 - Planning, Neighborhoods & Dev. / Mediation Center
Supplier, Vendor, Company, Individual
Name
Laurel Kerr
Address
10441 Barnview Ct.
Dayton, Ohio 45458

Date August 11, 2021
Expense Type Service Agreement
Total Amount $30,000.00 (thru 9/30/2022)

Fund Source(s) | Fund Code(s) | Fund Amount(s)
--- | --- | ---
General Fund | 16702-2360-1159-33 | 30,000.00

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

Description
Professional Services Agreement — Laurel Kerr

The Department of Planning, Neighborhoods and Development requests permission to enter into a Professional Services Agreement in the amount of $30,000.00 with Laurel Kerr to provide professional support services for the Dayton Mediation Center’s Landlord-Tenant Mediation Program and various other Mediation Center projects.

This Agreement shall commence upon execution and it shall terminate on September 30, 2022.

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

This Agreement is funded using General Funds—Mediation Center Funds.

A Certificate of Funds and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

x New Contract

Renewal Contract

Change Order:

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>upon execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>09/30/22</td>
</tr>
</tbody>
</table>

Original Commission Approval $30,000.00
Initial Encumbrance $15,000.00
Remaining Commission Approval $15,000.00

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$ 15,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>16702 - 2380 - 1159 - 33 - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

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

Attach additional pages for more FOAPALs

Vendor Name: Laurel Kerr
Vendor Address: 10441 Barnview Ct., Dayton, Ohio 45458
Street                  City  State  Zipcode + 4
Federal ID: 
Commodity Code: 952-23
Purpose: Professional Services Agreement to support the Mediation Center's Homelessness Prevention Mediation Program.

Contact Person: Michelle Zarembo Planning, Neighborhoods & Development/Mediation Center Department/Division 7/27/2021 Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 
Date: 7/30/2021

CF Prepared by: 
Date: 7/29/2021

CF/ICT Number: CT21-3032

October 18, 2021
PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this __ day of ________________________, 2021 between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and LAUREL KERR, 10441 Barnview Ct., Dayton, Ohio 45458 ("Consultant").

ARTICLE I. SCOPE OF SERVICES.

Consultant shall provide ongoing professional support services for the City’s Dayton Mediation Center Homelessness Prevention Project and provide such other miscellaneous general professional support for other Dayton Mediation Center projects, as specified in Attachment A, which is attached hereto and hereby incorporated (the “Services”).

ARTICLE II. TERM OF AGREEMENT.

This Agreement shall commence upon execution by the City, and shall terminate on September 30, 2022.

ARTICLE III. PAYMENTS TO CONSULTANT.

Consultant shall be paid the sum of TWENTY-FIVE DOLLARS AND ZERO CENTS ($25.00) per hour for the Services actually performed in accordance with this Agreement. The total sum shall not exceed THIRTY THOUSAND DOLLARS AND ZERO CENTS ($30,000.00) for all Services provided pursuant to this Agreement. Consultant shall submit an invoice, not more frequently than monthly, for payment. Said invoices shall state the total amount requested, the number of hours actually devoted to the performance of the Services during the invoice period and provide a listing of the Services provided during the invoice period. Consultant shall also provide such other information and documentation as the City may request to substantiate any invoice submitted. All invoices shall be verified by appropriate City staff prior to payment. Unless disputed, the City shall tender payment of the approved invoices within thirty (30) days from receipt.

ARTICLE IV. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

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

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

Consultant shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses, damages, claims, suits, or liabilities (including attorney fees) of every kind whatsoever by reason of, arising out of, or in any way connected with the performance or non-performance of this Agreement and/or Services, including any alleged violation by Consultant of any federal, state or local law, regulation or order.

Throughout the entire term of this Agreement, Consultant shall maintain the following insurance with an insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best:

   a) Professional Liability Insurance, with a minimum Five Hundred Thousand Dollars ($500,000) annual aggregate;

   b) Automobile Liability Insurance, with a combined single limit of at least One Hundred Thousand Dollars ($100,000) for each occurrence and Three Hundred Thousand Dollars ($300,000) in the aggregate. All policies shall contain the requirement that it cannot be canceled without a minimum of thirty (30) days’ written notice to the City.

Consultant shall procure and maintain Workers’ Compensation Insurance in such amounts as required by law. Upon execution of this Agreement, Consultant shall furnish to the City certificates and/or proof of each form of insurance required by this Article. Upon request, Consultant shall furnish complete copies of the insurance policies.

ARTICLE VI.  INDEPENDENT CONTRACTOR.

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

Consultant understands and agrees that she is not a City employee, and therefore, shall not be entitled to, nor will he make a claim for, any of the emoluments of employment with the City of Dayton. Consultant is not a “Public Employee” for the purpose of Ohio Public Employees Retirement System membership. Further, Consultant shall be solely responsible to withhold and pay all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of her employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

ARTICLE VII.  TERMINATION.
This Agreement may be terminated by either party upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. If this Agreement is terminated, the City shall not be obligated to pay for any services performed by Consultant subsequent to the effective date of termination.

ARTICLE VIII. GENERAL PROVISIONS.

A. Amendment or Modification

City or Consultant may request to amend or modify this Agreement, but such amendment or modification shall not be effective unless it is reduced to writing, referencing this Agreement, and is executed by a duly authorized representative of City and Consultant, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration

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

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Waiver

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

E. Meetings and Evaluation

Consultant shall attend all necessary meetings to insure the continuity of Services is maintained, which includes attendance of weekly status meetings. Consultant shall also meet with the City at such other times requested by the City to review and discuss performance of this Agreement and/or Services required hereunder. Consultant shall cooperate with the City in all respects concerning the review and monitoring of Consultant’s performance of the Services under this Agreement.

F. Notice/Communications
Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally or via certified mail or first class U.S. mail, postage pre-paid, to the Consultant’s addresses first set forth above, and to the City at the following address:

City of Dayton, Ohio  
Department of Planning and Community Development  
Dayton Mediation Center  
Attn: Manager  
101 W. Third Street, P.O. Box 22  
Dayton, Ohio 45402

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

G. Records

Consultant shall maintain records related to the Services to be provided hereunder, including such records reflecting the number of hours expended in the performance of such Services. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records related to this Agreement. Consultant shall also permit the City to audit, examine and make excerpts or transcripts from such records and other documents pertaining in whole or part to matters covered by this Agreement.

H. Ownership of Documents and Work Product

All documents, research, analysis, compilations of data and work product prepared by Consultant as part of the Services, which are not of a confidential nature, shall become the property of the City upon payment. Additionally, all documents, research, analysis, data and other information furnished by the City to Consultant to assist in the completion of the Services shall remain the sole and exclusive property of the City.

I. Reports

Consultant will prepare and submit quarterly reports to the City’s Department of Planning and Community Development’s Division of Citizen Participation/Dayton Mediation Center. These quarterly reports will provide a detailed summary of the Services and project, and shall include hours worked and type of services provided or activities performed.

J. Political Contributions

Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

________________________________________
City Manager

CONSULTANT

________________________________________
Laurel Kerr. Consultant

APPROVED AS TO FORM AND CORRECTNESS:

X

City Attorney

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

___________________________, 2021

Min. / Bk. _____ Pg. _____

___________________________
Clerk of the Commission
ATTACHMENT A

CITY OF DAYTON, DAYTON MEDIATION CENTER
LAUREL KERR

SCOPE OF SERVICES

Consultant shall provide the following Services pursuant to this Agreement:

1. Mediation services.

2. Case management services, including intake, making contact with community members, apprising citizens of mediation services and alternatives, identifying time and place for mediation and conducting follow-up interviews.

3. Database maintenance for record keeping and statistics.

4. Completion and maintenance of project forms, including intake forms and all correspondences.

5. Consulting services to the Homelessness Prevention Program on:
   a. Individual cases;
   b. Appropriate conflict management interventions;
   c. Recommendations on appropriate interventions for situations where legalistic responses are not viable.

6. Support in preparation of reports and other data, including a quarterly activity report.

7. Providing the City’s Dayton Mediation Center Division Manager with a periodic list of services provided for invoice purposes.

8. Providing and maintaining a referral source database, including establishing contact and rapport with referral agencies to facilitate future referrals.

9. Maintaining a record retention schedule for Dayton Mediation Center project/programs in accordance with all applicable federal, state and/or local laws.

The City will provide the Consultant workspace and access to software and hardware used in case management, database maintenance and mediation services at the Dayton Mediation Center, as necessary to complete the Services.

Consultant shall not be permitted to bill the City for travel time or the costs of transportation or parking related to the Services to be performed under this Agreement.
City Manager’s Report

From 6410 – Public Works

Supplier, Vendor, Company, Individual

Name PlayCare, LLC

Address 2510 W. St. Rt. 55

Troy, Ohio 45373

Date August 11, 2021

Expense Type Award of Contract

Total Amount $172,000.01 thru 10/1/2023

Fund Source(s)                  Fund Code(s)                  Fund Amount(s)
2020 Infrastructure Parks Upgrade Issue-9 City Parks Improvements
49024-6410-1424-54
40032-6410-1424-54

$95,900.01
$76,100.00

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

Description

MCINTOSH PLAYGROUND SURFACE INSTALLATION REBID 2
(10% MBE PARTICIPATION GOAL/10% MBE ACHIEVED)

The Department of Public Works requests the approval to award a contract with PlayCare, LLC. This project replaces the pour in place surface at McIntosh Park. Work shall include removal of the existing surface and replacement with a new pour in place surface.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, PlayCare, LLC, in the amount of $172,000.01, the base bid. The estimated cost for this project was $180,000.00. Project completion is October 1, 2021.

This project is being funded using General Capital Issue 9 Funds.

A Certificate of Funds, Tabulation of Bids, Human Relations Council’s verification letter, Bid Form from the firm recommended for award, and location map are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016
**SECTION I - to be completed by User Department**

<table>
<thead>
<tr>
<th>X</th>
<th>NEW CONTRACT</th>
<th>RENEWAL CONTRACT</th>
<th>CHANGE ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td>Required Documentation</td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>October 30, 2023</td>
<td>Initial City Manager’s Report</td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$172,000.01</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$172,000.01</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original CT/CF</td>
<td>$ -</td>
<td>Copy of City Manager’s Report</td>
</tr>
<tr>
<td></td>
<td>Increase Encumbrance</td>
<td>$ -</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td></td>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: $95,900.01</th>
<th>Amount: $76,100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>Fund Code</td>
</tr>
<tr>
<td>49024</td>
<td>40032</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>6410</td>
<td>6410</td>
</tr>
<tr>
<td>1424</td>
<td>1424</td>
</tr>
<tr>
<td>54</td>
<td>54</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Prog</td>
<td>Prog</td>
</tr>
<tr>
<td>Act</td>
<td>Act</td>
</tr>
<tr>
<td>Loc</td>
<td>Loc</td>
</tr>
</tbody>
</table>

**Vendor Name:** PlayCare, LLC

**Vendor Address:** 2510 W. St. Rt. 55, Troy, Ohio 45373

**Federal ID:** 46-2361921

**Commodity Code:** 91831

**Purpose:** McIntosh Playground Surface Installation Rebid 2

(10% MBE Participation Goal/10% MBE Achieved)

**Contact Person:** Joe Weinel, Chief Engineer

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

**Date:** 8/2/2021

---

**SECTION II - to be completed by the Finance Department**

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

**Finance Director Signature:** [Signature]

**Date:** 8/2/2021

**CF Prepared by:** [Signature]

**Date:** 8/2/2021

**CF/CT Number:** CT21-3637

---

**Finance Department**

October 18, 2011
Dayton, Ohio  
Department of Public Works  
Division of Civil Engineering

Proposal Tabulation For: McIntosh Playground Surface Installation Rebid 2  
(10% MBE Participation Goal)

Bid Opening Date: July 15, 2021  
Cost Estimate: $180,000.00  
Estimated Time Of Completion: October 1, 2021

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>PlayCare, LLC</td>
<td>$172,000.01</td>
<td>$0.00</td>
<td>$172,000.01</td>
</tr>
<tr>
<td>Service Supply Ltd., Inc.</td>
<td>$190,914.00</td>
<td>$0.00</td>
<td>$190,914.00</td>
</tr>
</tbody>
</table>

*Awarded  
Revised 9/14/98
July 26, 2021

TO:         David Burns, PE, SI, MPA
            Public Works,
            Civil Engineering

FROM:      Chrisondra Goodwine, Interim Business & Technical Assistance Administrator
                      Human Relations Council (HRC)

SUBJECT: McIntosh Playground Surface Installation Rebid 2 –
         (10% MBE Participation Goal)

The apparent low bidder, Play Care LLC, submitted a bid utilizing two (2) PEP-certified contractor
            to meet 10% MBE project’s participation. The HRC’s contract compliance analysis has verified that
            Play Care LLC is an approved bidder in the City of Dayton’s Affirmative Action Assurance program
            and that the company’s authorized representative signed the Contractor’s Certification to indicate fair
            hiring practices.

The recommended company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Play Care LLC</td>
<td>$172,000.01</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPM Enterprises, LLC</td>
<td>$17,200.00</td>
<td>10% MBE</td>
</tr>
<tr>
<td>National Alliance Security Agency</td>
<td>$4,340.00</td>
<td>2.52% SBE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL COMMITTED PARTICIPATION</th>
<th>10% MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.52% SBE</td>
</tr>
</tbody>
</table>

The attached participation forms should be included with the contract agreement. Contract
            compliance will include meeting verified participation and minimal worker utilization goals as stated
            submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

McIntosh Safety Surfacing
Department of Public Works
101 W. Third St.
Dayon, OH 45402

Bidder

PlayCare LLC
2510 W St Rt 55
Troy, OH 45373
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Removal of Existing Surface</td>
<td>Sq Ft</td>
<td>12,000</td>
<td>$2.61</td>
<td>$31,379.21</td>
</tr>
<tr>
<td>SPL</td>
<td>Installation of Pour In Place</td>
<td>Sq Ft</td>
<td>12,000</td>
<td>$11.72</td>
<td>$140,620.80</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $172,000.01
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, “affiliated” means directly or indirectly controlling, controlled by, or under common control, with “control” meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES □ NO □

If your response is “YES” please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES □ NO □

(2) Been the subject of:

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

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

RESPONSE: YES □ NO □

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

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

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

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

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

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.
RESPONSE: YES  NO ✓

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

Business Address

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone __________________________ Fax __________________________

E-mail __________________________

Federal I.D.# 46-2361921

Dated this 13th day of July, 2021

Weston Sale

Bidder: __________________________

By: __________________________

Title: Sales Manager
BID BOND

Amount $172,000

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of $17,200 Dollars, for the payment of which well and truly to be made, we hereby, jointly and
severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.
The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,
Playcare LLC

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to
the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the
Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
Signed at Dayton, Ohio, this 13th day of July, 2021.

Playcare LLC

Michael Whalen Bidder President

Cincinnati Insurance Company

Laura Arnold Surety Attorney-In-Fact

Koveman Staley Dickerson Ins. Agency

Name of Insurance Agency

1106 W Main St., Troy OH 45373

Address of Insurance Agency

Telephone 937/339-4119 FAX N/A
THE CINCINNATI INSURANCE COMPANY
Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Joe W. Dickerson, II; Laura L. Arnold; Cathy Oda; Kathy Metz and/or Rhonda Rudy

of Troy, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Ten Million and No/100 Dollars ($10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

THE CINCINNATI INSURANCE COMPANY

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 12th day of July, 2017

Secretary

BN-1005 (3/17)
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, ________________________________ hereby certify that
(print name – an Officer of the company)

PlayCare LLC ___________________________ meets the following Contractor requirements relating
to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

☑ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

☑ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☑ Comply with the State of Ohio Bureau of Worker’s Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☑ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: ________________________________
(signature)

Title: ________________________________

Date: ________________________________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

B. Please identify any “bona fide apprentice training program” in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

CLS Outdoor Service

NASA Security

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

<table>
<thead>
<tr>
<th>CPM Enterprises</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>National Alliance Security</td>
<td></td>
</tr>
<tr>
<td>Apex Security</td>
<td></td>
</tr>
<tr>
<td>Tall View Palladium</td>
<td></td>
</tr>
<tr>
<td>Battle Axe Construction</td>
<td></td>
</tr>
</tbody>
</table>

E. Provide a complete listing of any determinations of the bidder’s violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Miami, ss:

Weston Sale being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   PlayCare LLC (“the Contracting Party”).

2. The Contracting Party is a/an (select one):
   
   ✔ Individual, partnership, or other unincorporated business association (including without
     limitation, a professional association organized under Ohio Revised Code Chapter
     1785), estate, or trust.

   ❌ Corporation organized and existing under the laws of the State of ____________.

   ❌ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: Weston Sale

Title: Sales Manager
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OH )
COUNTY OF MIAMI ) SS:

WESTON SALE __________________________, being first duly sworn deposes and
states that:

(1) He/she is Representative __________________________ of
(owner, partner, officer, representative, or agent)
PLAYCARE LLC __________________________ that
(business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid
and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm
or person to submit a sham Bid in connection with the Contract for which the attached Bid
has been submitted or to refrain from offering in connection with such contract, or has in
any manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, or to secure through collusion, conspiracy, connivance
or unlawful agreement any advantage against the City of Dayton, its employees, or
citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder
or any of its agents, representatives, owners, employees, or parties in interest including
the affiant.

Weston Sale
Digitally signed by Weston Sale
Date: 2021.07.13 13:54:32 -04'00'

SIGNED
Sales Manager
TITLE
During the performance of this contract:

**PlayCare LLC**

**CONTRACTOR**

2510 W St Rt 55, Troy, OH 45373

**ADDRESS**

937-335-8284

**TELEPHONE / FAX**

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

**Part I: Requirements.** To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goals of Female Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.9%</td>
</tr>
</tbody>
</table>

From 1/1/2000 to Present

From 4/1/80 to Present
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Econmic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefore. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.

c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor’s Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

---

CONTRACTOR’S CERTIFICATION

PlayCare LLC

(Contractor) certifies that:

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

   - Excavation
   - Private Site Security
   - Trowelers
   - Concrete Work

---

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor’s aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: Weston Sale
Digitally signed by Weston Sale
Date: 2021.07.09 10:43:41 -04'00'

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP-CERTIFIED MBE  
(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: PlayCare LLC
Address: 2510 W. St Rt 55
City: Troy  State: OH  ZIP: 45373
Telephone: (937) 335-8284  Email: weston@playcareservice.com
Primes Base Bid $172,000.01
Name of Project: McIntosh Safety Surface

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: CPM Enterprises, LLC
PEP-Certified Firm's Tax ID#: 01-0909162
Scope of Work to Be Performed by Certified Firm: Removal / Disposal of rubber / glue from playground surface

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $17,200.00</td>
<td>% 10.00</td>
<td>$17,200.00</td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor $17,200.00</td>
<td>% 10.00</td>
<td>$17,200.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Weston Sale
(Signature of Bidder/Proposer's Authorized Agent)
Digitally signed by Weston Sale
Date: 2021.07.09 11:17:30 -04'00'

Weston Sale
(Printed Name of Bidder/Proposer's Authorized Agent)

Sales Manager 07/09/21
(Title of Bidder/Proposer's Authorized Agent)
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED SBE

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: Play Care LLC

Address: 2510 W St Rt 55

City: Troy State: OH ZIP: 45373

Telephone: (937) 335-8284 Email: weston@playcareservice.com

Primes Base Bid $172,000.00

Name of Project: McIntosh Safety Surfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: National Alliance Security Agency

PEP-Certified Firm’s Tax ID#: 30-04265599

Scope of Work to Be Performed by Certified Firm: Secure Playground/ Equipment during non working hours

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $4,340.00</td>
<td>3.00</td>
<td>$4,340.00</td>
</tr>
<tr>
<td>Materials $</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Labor $4,340.00</td>
<td>3.00</td>
<td>$4,340.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Weston Sale

(Digitally signed by Weston Sale
Date: 2021.07.09 11:26:38 -04'00'

Weston Sale

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

Sales Manager

(Title of Bidder/Proposer’s Authorized Agent)

07/09/21

(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

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

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

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

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

| 3.00 % SBE | 10.00 % MBE | % WBE | % DLSB |

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

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

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

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

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

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. Negotiated in good faith with PEP-Certified Firms, and considered the firms’ prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer’s standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. Sought the Dayton MBAC’s assistance or used the services of community organizations; contractors’ groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

Weston Sale
(Signature of Bidder/Offeror’s Authorized Agent)

Date: 2021.07.09 11:27:38 -04'00'

Weston Sale
(Printed Name of Bidder/Offeror’s Authorized Agent)

PlayCare LLC
(Name of Bidder/Proposer’s Firm)

Sales Manager
(Title of Bidder/Offeror’s Authorized Agent)

07/09/2021
(Date)
PEP-CERTIFIED MBE

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: PlayCare LLC
Address: 2510 W. St Rt 55
City: Troy State: OH ZIP: 45373
Telephone: (937) 335-8284 Email: weston@playcareservice.com
Primes Base Bid $ 172,000.01
Name of Project: McIntosh Safety Surface

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: CPM Enterprises, LLC
PEP-Certified Firm’s Tax ID#: 01-0909162
Scope of Work to Be Performed by Certified Firm: Removal / Disposal of rubber / glue from playground surface

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$ 17,200.00</td>
<td>$ 17,200.00</td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td>$ 17,200.00</td>
<td>$ 17,200.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Weston Sale
(Signature of Bidder/Proposer’s Authorized Agent)

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

Sales Manager 07/09/21
(Title of Bidder/Proposer’s Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED SBE (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder/Proposer’s Firm: Play Care LLC

Address: 2510 W St Rt 55

City: Troy State: OH ZIP: 45373

Telephone: (937) 335-8284 Email: weston@playcareservice.com

Primes Base Bid $172,000.00

Name of Project: McIntosh Safety Surfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: National Alliance Security Agency

PEP-Certified Firm’s Tax ID#: 30-0426599

Scope of Work to Be Performed by Certified Firm: Secure Playground/Equipment during non working hours

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $4,340.00</td>
<td>% 3.00</td>
<td>$4,340.00</td>
</tr>
<tr>
<td>Materials $</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Labor $4,340.00</td>
<td>% 3.00</td>
<td>$4,340.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Weston Sale

(Signature of Bidder/Proposer’s Authorized Agent)

Digitally signed by Weston Sale

‘Date: 2021.07.09 11:26:38 -04’00’

Weston Sale

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

Sales Manager 07/09/21

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

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
2021 CDBG ALLEY ASPHALT RESURFACING RE-BID
(10% HUD SECTION 3 PARTICIPATION GOAL / 100% HUD SECTION 3 PARTICIPATION ACHIEVED)
(FEDERAL CDBG FUNDS)

The Department of Public Works requests approval to award a contract with W.C. Jones Asphalt Paving Co., Inc. The project consists of the asphalt resurfacing of various alleys throughout the city of Dayton. Work includes the application of tack coat, asphalt, and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, W.C. Jones Asphalt Paving Co., Inc., in the amount of $293,900.00. This amount includes the base bid in the amount of $288,697.50, and Alternate No. 1, Contingency Allowance, in the amount of $5,202.50. The estimated cost for the project was $290,000.00. Project completion is November 12, 2021.

This project is being funded using Federal Community Development Block Grant funds.

A Certificate of Funds, Tabulation of Bids, Human Relation Council’s verification letter, Bid Form from the firm recommended for award, and alley list are attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order:

Contract Start Date

Upon Execution

Expiration Date 11/12/23

Original Commission Approval $ 293,900.00

Initial Encumbrance $ 293,900.00

Remaining Commission Approval $ -

Original CT/CF

Increase Encumbrance

Decrease Encumbrance $ -

Remaining Commission Approval

Required Documentation

X Initial City Manager’s Report

X Initial Certificate of Funds

X Initial Agreement/Contract

Copy of City Manager’s Report

Copy of Original Certificate of Funds

Amount: $ 293,900.00

Fund Code 26526 - 6450 - 1428 - 54 -

Fund Org Acct Prog Act Loc

Amount: __________

Fund Code __________

Fund Org Acct Prog Act Loc

Fund Code __________

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: W.C. Jones Asphalt Paving Co., Inc.

Vendor Address: 905 S. Broadway Street Dayton Ohio 45417

Street City State Zip code + 4

Federal ID: 31-0955590

Commodity Code: 96896

Purpose: Award of Contract for 2021 CDBG Alley Asphalt Resurfacing Re-Bid (10% HUD Section 3 Participation Goal)

Contact Person: David Escobar

Public Works/Civil Engineering Department/Division 7/29/2021 Date

Originating Department Director's Signature: [Signature]

7:30.21

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

Date 8/2/2021

CF Prepared by

Date 8/4/2021

CF/CT Number C721-3034

Finance Department

October 18, 2011
Dayton, Ohio
Department of Public Works

Bid Tabulation For: 2021 CDBG Alley Asphalt Resurfacing (10% HUD Section 3 Participation Goal) (Federal CDBG Funds)

Bid Opening Date: July 1, 2021
Cost Estimate: $291,571.00
Estimated Time Of Completion: November 12, 2021

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>*W.C. Jones Asphalt Paving Co.</td>
<td>$288,697.50</td>
<td>-0-</td>
<td>$288,697.50</td>
</tr>
<tr>
<td>John R. Jurgensen Company</td>
<td>$352,500.00</td>
<td>-0-</td>
<td>$352,500.00</td>
</tr>
</tbody>
</table>

*Awarded
Revised 9/14/98
July 19, 2021

TO: David Escobar  
   Public Works  
   Civil Engineering

FROM: Chrisondra Goodwine, Interim Business & Technical Assistance Administrator  
       Human Relations Council (HRC)

SUBJECT: 2021 CDBG Alley Asphalt Resurfacing Rebid (10% HUD Section 3 Participation Goal)

The apparent low bidder, W.C. Jones Asphalt Paving Co., Inc. submitted a bid utilizing one (1) HUD Section 3 certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that W.C. Jones Asphalt Paving Co., Inc is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

The recommended company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>W.C. Jones Asphalt Paving Co., Inc</td>
<td>$288,697.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>W.C. Jones Asphalt Paving Company Inc.</td>
<td>$288,697.50</td>
<td>100% HUD 3</td>
</tr>
</tbody>
</table>

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG
Section 3 Plan

W.C. Jones Asphalt Paving Co., Inc.

Company

905 S. Broadway St. / Dayton, Ohio 45417

Address

837-313-4695 / 937-228-1253

Phone

leo.lucas1@wcjonesasphalt.com

Email

Website

Leo C. Lucas1

Company Section 3 Coordinator

Leo C. Lucas1

Name of Authorized
Representative

2021 CDBG Alley Asphalt Resurfacing Re-Bic

Project Name

Dayton, Ohio

Project Location

$308,697.50

Bid Amount
SECTION 3 PLAN

This document serves as the Section 3 Plan for 2021 CDBG Alley in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated 0.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.
**NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:**
These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

W.C. Jones Asphalt Paving Co., Inc. commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents into the City’s Section 3 Implementation Fund.

**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:**

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.
LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.

We will work with the Section 3 Program Coordinator to identify eligible Section 3 Subcontractors;
We will contract individuals on the Certified Section 3 Residents lists Maintained by the City Of Dayton, and Greater Premier Management;
We will post job opportunities at job site,
We will notify The Section 3 Employment Opportunities Notification list of job openings;
We will notify local union halls of job openings for specific Trades and Skills;
<table>
<thead>
<tr>
<th>Occupation</th>
<th>Male</th>
<th>Female</th>
<th>Native American or Alaskan Native</th>
<th>Asian or Pacific Islander</th>
<th>Black or African American</th>
<th>Hispanic</th>
<th>White (Not of Hispanic Origin)</th>
<th>HUD Section 3</th>
<th>Date of Birth</th>
<th>Social Security Number</th>
<th>Hire Date</th>
<th>Hires</th>
<th>Labor Driver</th>
<th>Operator</th>
<th>Foreman</th>
<th>Labor</th>
<th>Apprentices</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Complete the information for all employees.**

**City of Dayton Worker Utilization Report Form**

Name of Project: 2001 CDEE any action resolving RC-902

For: Section 2 Coordinator

Address: 45410 S. Broadway, Dayton, OH 45417

Sole Line: Dayton, OH 45417

W.C. Jones Adapted Printing Co., Inc.
### SECTION 3 TRAINING AND EMPLOYMENT GOALS

**Name of Project:** 2021 CDBG Alley Asphalt Resurfacing Rebid  
**Name of (Sub)Contractor:** W. C. Jones Asphalt Paving Co.  
**Amount of Award:** $308,697.50

<table>
<thead>
<tr>
<th></th>
<th>Number of Anticipated Hires</th>
<th>Number of Filled Positions</th>
<th>Number of Section 3 Hires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled</td>
<td>0</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unskilled Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-Skilled Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional &amp; Admin</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City's Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Leo C. Lucas 1

COMPANY AUTHORIZED REPRESENTATIVE
Mr. Leo C. Lucas 1 President

SIGNATURE OF AUTHORIZED REPRESENTATIVE
President

TITLE

COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

EMAIL ADDRESS
leo.lucas1@wcjonesasphalt.com

PHONE
937-313-4695

COMPANY NAME
W. C. Jones Asphalt Paving Co., Inc.

COMPANY COMPLETE ADDRESS
905 S. Broadway Street / Dayton, Ohio 45417

COMPANY WEBSITE (if applicable)
SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine

HRC SECTION 3 COORDINATOR

SIGNATURE OF SECTION 3 COORDINATOR

Erica Fields

HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR

Frederick M. Stovall, Director

REPRESENTATIVE OF AWARLING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE

Shelley Dickstein

CITY MANAGER

SIGNATURE OF CITY MANAGER

DATE

7-7-2021

7-7-2021

7.12.21

7-14-21
HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. Complete separate form for alternative.

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: W. C. Jones Asphalt Paving Co., Inc.
Address: 905 S. Broadway Street
City: Dayton State: Ohio
Telephone: 937-313-4695 Email: leo.lucas1@wcjonesasphalt.com
Primes Base Bid $308,697.50
Name of Project: 2021 CDBG Alley Asphalt Resurfacing Re-Bid

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: W. C. Jones Asphalt Paving Co., Inc.
HUD-Certified Firm’s Tax ID#: 30-0955590
Scope of Work to Be Performed by Certified Firm (Include NAICS Codes):
Asphalt Paving 74521

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This HUD Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $308,697.50</td>
<td>%100%</td>
<td>$308,697.50</td>
</tr>
<tr>
<td>Materials $169,783.63</td>
<td>%55%</td>
<td>$169,783.63</td>
</tr>
<tr>
<td>Labor $138,913.87</td>
<td>%45%</td>
<td>$138,913.87</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

[Signature of Bidder/Proposer's Authorized Agent]
Leo C. Lucas
(Printed Name of Bidder/Proposer's Authorized Agent)
President
(Title of Bidder/Proposer's Authorized Agent)
AD 7-1-2021

If the bidder/offeree is not awarded a contract, or if the HRC does not approve of the terms as stated above, then any and all representations on this participation form shall be null and void.
HUD SECTION 3 DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:

- An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project's HUD participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the HUD participation requirements of the Bid Specification in the following manner:

(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

☐ The Bidder has secured enough HUD participation to meet or exceed the project's HUD participation goal.

The Bidder is committed to a minimum of ____________% HUD participation on this project, as described on the enclosed HUD Participation Form(s).

☐ The Bidder made good faith efforts to meet the project's HUD participation goal but was unable to do so.

However, the Bidder is committed to a minimum of ____________% HUD participation on this project, as described on the enclosed HUD Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

SECTION 2: BIDDER'S SIGNATURE

[Signature of Bidder's Authorized Agent]

AD 7-1-2021

(Date)

[Printed Name of Bidder's Authorized Agent]

Leo C. Lucas

[Title of Bidder's Authorized Agent]

President

W. C. Jones Asphalt Paving Co., Inc.

(Bidding Firm's Name)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

2021 CDBG Alley Asphalt Resurfacing Re-bid

Bidder

W.C. Jones Asphalt Paving Co., Inc.
905 S. Broadway Street
Dayton, Ohio 45417
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Grind Existing Pavement (Butt Joints)</td>
<td>S.Y.</td>
<td>140</td>
<td>$65.00</td>
<td>$9,100.00</td>
</tr>
<tr>
<td>407</td>
<td>Non-Tracking Tack Coat</td>
<td>GAL</td>
<td>2,420</td>
<td>$6.25</td>
<td>$15,125.00</td>
</tr>
<tr>
<td>441</td>
<td>Asphalt Concrete Surface Course, Type 1, (448), PG64-22</td>
<td>TON</td>
<td>2,685</td>
<td>$98.50</td>
<td>$264,472.50</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>Contingency Allowance ($20,000)</td>
<td>LUMP</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $288,697.50
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, "affiliated" means directly or indirectly controlling, controlled by, or under common control, with "control" meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES ☐ NO ☑

If your response is "YES" please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

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

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

RESPONSE: YES ☐ NO ☑

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

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

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

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

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

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

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

RESPONSE: YES   NO ✓

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

W. C. Jones Asphalt Paving Co., Inc.
Ohio

Leo C. Lucas1 President

905 S. Broadway Street
Dayton, Ohio 45417

Telephone (937) 313-4695 Fax (937) 228-9300

E-mail leo.lucas1@wcjonesasphalt.com

Federal I.D.# 31-0955590

Dated this 1 day of July, 2021

Bidder: Leo C. Lucas1 President

(Person, Firm, or Corporation)

By: Leo C. Lucas1

Title: President
BID BOND

Amount $30,867.75

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Thirty Thousand Eight Hundred Sixty Seven Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder.

W.C. Jones Asphalt Paving Co., Inc.

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this 1st day of July, 2021

W.C. Jones Asphalt Paving Co., Inc.

Mr. Leo C. Finn, President

Bidder

Ohio Farmers Insurance Company

Jennifer L. Smith, Attorney-in-Fact

Surety

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, OH 45401

Address of Insurance Agency

Telephone 937-228-4135  FAX 212-948-6397
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $3,374,073,769, liabilities in the amount of $665,616,417, and surplus of at least $2,708,457,352.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.
Financial Statement

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

December 31, 2020

<table>
<thead>
<tr>
<th>OHIO FARMERS INSURANCE COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>BALANCE SHEET</td>
</tr>
<tr>
<td>12/31/20</td>
</tr>
<tr>
<td>(in thousands)</td>
</tr>
</tbody>
</table>

**Assets**
- Cash, cash equivalents, and short term investments: 23,041
- Bonds: 429,636
- Stocks: 130,912
- Subsidiaries: 2,333,949
- Real estate: 179,311
- Premiums receivable: 114,852
- Other assets: 162,574
- **Total assets**: 3,374,074

**Liabilities**
- Reserve for unearned premiums: 158,415
- Reserve for unpaid losses and loss expenses: 327,709
- Reserve for taxes and other liabilities: 169,493
- **Total liabilities**: 665,617

**Surplus**
- Surplus to policyholders: 2,708,457
- **Total surplus**: 2,708,457
- **Total liabilities and surplus**: 3,374,074

State of Ohio

ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio; and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2020.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Sworn to before me this 10th day of February A.D. 2021.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

Gary W. Stumpf
National Surety Leader
Senior Executive

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio
General
Power
of Attorney

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRENDA G. TAYLOR, MICHELLE A. DEMMINT, JENNIFER L. SALM, AMANDA L. BRUMBAUGH, KATHERINE J. SCARBERRY, NICOLE A. LABER, NICHOLAS J. BERTKE, LISA DAWSON-KNIGHT, TYLER BERTKE, DEBRA BRUMMETT, JENNIFER L. EDDY, DAVID G. EVELLEIGH, JOINTLY OR SEVERALLY

of DAYTON and State of OH its true and lawful Attorney(3)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(3)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(3)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney(3)-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by such Attorney(3)-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereeto affixed this 11th day of OCTOBER A.D. 2018.

STATE OF OHIO
COUNTY OF MEDINA

By:

Dennis P. Baus, National Surety Leader and Senior Executive

On the 11th day of OCTOBER A.D. 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were affixed by order of the Boards of Directors of said Companies, and that he signed his name thereto by like order.

Notaries
Seal

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio this 1st day of July A.D. 2021.

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
BID BOND

Amount $30,367.75

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Thirty Thousand Eight Hundred Sixty Seven Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, W. C. Jones Asphalt Paving Co., Inc

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this 1 day of July, 2021.

W.C. Jones Asphalt Paving Co., Inc

[Signature]

Bidder

Ohio Farmers Insurance Company

[Signature]

Surety

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37 Dayton, Ohio 45401

Address of Insurance Agency

Telephone (937) 228-4135 FAX (212) 948-6397
CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General 
Ordinances,

I, Leo C. Lucas1  
(print name – an Officer of the company)

W. C. Jones Asphalt Paving Co., Inc.  
(company)

meets the following Contractor requirements relating 
to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

☑ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

☑ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☑ Comply with the State of Ohio Bureau of Worker’s Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☑ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: [signature]  
Title: President

Date: AD 7-1-2021
A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

<table>
<thead>
<tr>
<th>Health and Welfare</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pension</td>
<td></td>
</tr>
<tr>
<td>Apprenticeship and Training</td>
<td></td>
</tr>
<tr>
<td>Education and Safety</td>
<td></td>
</tr>
<tr>
<td>LECET</td>
<td></td>
</tr>
<tr>
<td>Liuna-Tri Funds</td>
<td></td>
</tr>
</tbody>
</table>

B. Please identify any “bona fide apprentice training program” in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

<table>
<thead>
<tr>
<th>Ohio Operator Engineers</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ohio Laborer</td>
<td></td>
</tr>
</tbody>
</table>

C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

<table>
<thead>
<tr>
<th>W.C. Jones Asphalt Paving Co., Inc.</th>
<th></th>
</tr>
</thead>
</table>


CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

W.C. Jones Asphalt Paving Co., Inc.

E. Provide a complete listing of any determinations of the bidder’s violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

N/A
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Leo C. Lucas1
being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   W.C. Jones Asphalt Paving Co., Inc. ("the Contracting Party").

2. The Contracting Party is an (select one):
   □ Individual, partnership, or other unincorporated business association (including without
     limitation, a professional association organized under Ohio Revised Code Chapter
     1785), estate, or trust.
   ☑ Corporation organized and existing under the laws of the State of Ohio.
   □ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C.
   3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C.
   3517.93(J)(3) (with respect to corporations) are in full compliance with the political
   contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that
   a false representation on this certification constitutes a felony of the fifth degree pursuant to
   R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification
   shall be rescinded.

   By:  Mr. Leo C. Lucas  I president

   Title:  President

ERVING THOMAS
Notary Public, State of Ohio
My Commission Expires 10-25-2025
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio  )
COUNTY OF Montgomery ) SS:

Leo C. Lucas1 states that:

(1) He/she is President of
W.C. Jones Asphalt Paving Co., Inc. that
(owner, partner, officer, representative, or agent)
(business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

[Signature]

Mr. Leo C. Lucas I president
SIGNED
TITLE

ERVING THOMAS
Notary Public, State of Ohio
My Commission Expires 10-25-2025
During the performance of this contract:

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Action Program conditions to each such trade.

Part I: Requirements. To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
<td>11.5%</td>
</tr>
<tr>
<td></td>
<td>Goals of Female Worker Utilization Expressed in Percentage Terms</td>
</tr>
<tr>
<td>From 4/1/80 to Present</td>
<td>6.9%</td>
</tr>
</tbody>
</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.

c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part 1.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor’s Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR’S CERTIFICATION

W.C. Jones Asphalt Paving Co., Inc. (Contractor) certifies that:

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

   Labor

   Operator

   Truck Driver

   

   a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

   b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN:  

Mr. Lee C. Jones  President

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Section 3 Plan

W.C. Jones Asphalt Paving Co., Inc.

Company

905 S. Broadway St. / Dayton, Ohio 45417

Address

937-313-4695 / 937-228-1253

Phone

leo.lucas1@wcjonesasphalt.com

Email

Website

Leo C. Lucas1

Company Section 3 Coordinator

Leo C. Lucas1

Name of Authorized Representative

2021 CDBG Alley Asphalt Resurfacing Re-Bid

Project Name

Dayton, Ohio

Project Location

$308,697.50

Bid Amount
SECTION 3 PLAN

This document serves as the Section 3 Plan for 2021 CDBG Alley in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated 0 _____.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.
LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.

We will work with the Section 3 Program Coordinator to identify eligible Section 3 Subcontractors;
We will contract individuals on the Certified Section 3 Residents lists Maintained by the City Of Dayton, and Greater Premier Management;
We will post job opportunities at job site,
We will notify The Section 3 Employment Opportunities Notification list of job openings;
We will notify local union halls of job openings for specific Trades and Skills;
SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: 2021 CDBG Alley Asphalt Resurfacing Rebid
Name of (Sub)Contractor: W. C. Jones Asphalt Paving Co.
Amount of Award: $308,697.50

<table>
<thead>
<tr>
<th></th>
<th>Number of Anticipated Hires</th>
<th>Number of Filled Positions</th>
<th>Number of Section 3 Hires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled</td>
<td>0</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unskilled Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-Skilled Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional &amp; Admin</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:
These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

W.C. Jones Asphalt Paving Co., Inc. commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City’s Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.
STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City’s Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Leo C. Lucas 1
COMPANY AUTHORIZED REPRESENTATIVE
Mr. Leo C. Lucas 1 President

SIGNATURE OF AUTHORIZED REPRESENTATIVE
President

TITLE

COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

EMAIL ADDRESS
leo.lucas1@wcjonesasphalt.com

PHONE
937-313-4695

COMPANY NAME
W. C. Jones Asphalt Paving Co., Inc.

COMPANY COMPLETE ADDRESS
905 S. Broadway Street / Dayton, Ohio 45417

COMPANY WEBSITE (if applicable)
SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine
HRC SECTION 3 COORDINATOR

SIGNATURE OF SECTION 3 COORDINATOR

DATE

Erica Fields
HRC EXECUTIVE DIRECTOR

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE

DATE

Shelley Dickstein
CITY MANAGER

SIGNATURE OF CITY MANAGER

DATE
HUD SECTION 3 DEMONSTRATION OF
GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:

- An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project's HUD participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the HUD participation requirements of the Bid Specification in the following manner:

(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

☐ The Bidder has secured enough HUD participation to meet or exceed the project's HUD participation goal.

The Bidder is committed to a minimum of [100]% HUD participation on this project, as described on the enclosed HUD Participation Form(s).

☐ The Bidder made good faith efforts to meet the project's HUD participation goal but was unable to do so.

However, the Bidder is committed to a minimum of [ ]% HUD participation on this project, as described on the enclosed HUD Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

SECTION 2: BIDDER'S SIGNATURE

[Signature of Bidder's Authorized Agent]

Leo C. Lucas

(Printed Name of Bidder's Authorized Agent)

President

(Title of Bidder's Authorized Agent)

W. C. Jones Asphalt Paving Co., Inc.

(Bidding Firm's Name)

AD 7-1-2021

(Date)
HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. Complete separate form for alternative.

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: W. C. Jones Asphalt Paving Co., Inc.
Address: 905 S. Broadway Street
City: Dayton State: Ohio ZIP: 45417
Telephone: 937-313-4695 Email: leo.lucas1@wcjonesasphalt.com
Primes Base Bid $308,697.50
Name of Project: 2021 CDBG Alley Asphalt Resurfacing Re-Bid

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: W. C. Jones Asphalt Paving Co., Inc.
HUD-Certified Firm's Tax ID#: 30-0955590
Scope of Work to Be Performed by Certified Firm (Include NAICS Codes):

Asphalt Paving 74521

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This HUD Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $308,697.50</td>
<td>(%100%)</td>
<td>$308,697.50</td>
</tr>
<tr>
<td>Materials $169,783.63</td>
<td>(%55%)</td>
<td>$169,783.63</td>
</tr>
<tr>
<td>Labor $138,913.87</td>
<td>(%45%)</td>
<td>$138,913.87</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

Mr. Leo C. Lucas
(Signature of Bidder/Proposer's Authorized Agent)

Leo C. Lucas
(Printed Name of Bidder/Proposer's Authorized Agent)

President
(Title of Bidder/Proposer's Authorized Agent)

AD 7-1-2021
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
<table>
<thead>
<tr>
<th>Neighborhood</th>
<th>Street</th>
<th>From</th>
<th>To</th>
<th>SY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burkhardt</td>
<td>E of S Torrence</td>
<td>alley S of E Third</td>
<td>alley N of E 5th</td>
<td>1,267</td>
</tr>
<tr>
<td>Edgemont</td>
<td>W of Wisconsin</td>
<td>W Stewart</td>
<td>Miami Chapel Rd</td>
<td>1,780</td>
</tr>
<tr>
<td>Edgemont</td>
<td>W of Alwilde</td>
<td>Noble</td>
<td>Jett Ave</td>
<td>685</td>
</tr>
<tr>
<td>Five Oaks</td>
<td>S of Kenwood Ave</td>
<td>Richmond</td>
<td>Old Orchard</td>
<td>1,660</td>
</tr>
<tr>
<td>Miami Chapel</td>
<td>W of Clement</td>
<td>Clement</td>
<td>Weaver</td>
<td>1,432</td>
</tr>
<tr>
<td>Miami Chapel</td>
<td>E of Randolph</td>
<td>Ditzel</td>
<td>Weaver</td>
<td>744</td>
</tr>
<tr>
<td>Oregon</td>
<td>Alley S of E Sixth St</td>
<td>Tecumseh St</td>
<td>Alley E of Patterson Blvd</td>
<td>460</td>
</tr>
<tr>
<td>Oregon</td>
<td>Alley E of Patterson Blvd</td>
<td>E Sixth St</td>
<td>Green St</td>
<td>900</td>
</tr>
<tr>
<td>Oregon</td>
<td>Alley W of Tecumseh St</td>
<td>Alley E of Patterson Blvd</td>
<td>Alley S of Sixth St</td>
<td>200</td>
</tr>
<tr>
<td>Oregon</td>
<td>Alley S of Green St</td>
<td>Green St</td>
<td>Green St</td>
<td>920</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>S of W Fairview Ave</td>
<td>Wabash Ave</td>
<td>Cherry Dr</td>
<td>1,401</td>
</tr>
<tr>
<td>Southern Dayton View</td>
<td>W of Vernon</td>
<td>Oxford</td>
<td>alley N of Lexington</td>
<td>574</td>
</tr>
<tr>
<td>Southern Dayton View</td>
<td>W of Windsor</td>
<td>Oxford</td>
<td>alley N of Lexington</td>
<td>604</td>
</tr>
<tr>
<td>Southern Dayton View</td>
<td>W of N Broadway</td>
<td>Edgewood</td>
<td>S terminus</td>
<td>516</td>
</tr>
<tr>
<td>Southern Dayton View</td>
<td>E of Dover</td>
<td>Bidleman</td>
<td>Wyoming</td>
<td>674</td>
</tr>
<tr>
<td>University Park</td>
<td>S Of Plumwood Rd</td>
<td>Rubicon Rd</td>
<td>Plumwood Rd</td>
<td>932</td>
</tr>
<tr>
<td>Westwood</td>
<td>S of Oakridge</td>
<td>Anna</td>
<td>Lorenz</td>
<td>440</td>
</tr>
<tr>
<td>Westwood</td>
<td>E of Anna</td>
<td>alley S of Oakridge</td>
<td>French Ln</td>
<td>3,036</td>
</tr>
<tr>
<td>Westwood</td>
<td>W of N Holloway</td>
<td>alley N of W Third</td>
<td>N terminus N of Cathoun</td>
<td>748</td>
</tr>
<tr>
<td>Wright View</td>
<td>S of Woodley</td>
<td>N Garland</td>
<td>N Garland</td>
<td>928</td>
</tr>
<tr>
<td>Wright View</td>
<td>E of N Garland</td>
<td>alley S of Woodley</td>
<td>alley N of E 2nd</td>
<td>583</td>
</tr>
</tbody>
</table>
City Manager’s Report

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

Date August 11, 2021
Expense Type Other, (See Description Below)
Total Amount $50,000.00 (thru 12/31/21)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>10000-2380-1231-51</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

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

Description

Contribution Agreement — Joint Office of Citizen Complaints, Inc.

The Department of Planning, Neighborhoods and Development is requesting approval to enter into a Contribution Agreement with the Joint Office of Citizen Complaints (Ombudsman’s Office) in the amount of $50,000.00.

The Joint Office of Citizen Complaints is a point of contact to receive and resolve citizen inquiries and concerns in an impartial, confidential, and non-litigious manner. In this capacity, they shall serve approximately 10,000 people during the 2021 calendar year by providing information, referrals, and investigative services to citizens who have contacted the Ombudsman’s Office with complaints regarding government services and/ or operations. These services are free to the public and there are no eligibility requirements.

This Agreement shall commence upon execution and it shall terminate on December 31, 2021.

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

A Certificate of Funds and a copy of the Contribution Agreement are attached.

Signatures/Approval

Division


Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Execution by the City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td>$ -</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount: $50,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 10000 - 2380 - 1231 - 51 - XXXX</td>
</tr>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

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

Contact Person: Miranda Brooks x. 3681
Planning, Neighborhoods & Development/ Director's Office 7/28/2021

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 7/30/2021

CF Prepared by [Signature] 7/29/2021
CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Contribution Agreement"), dated this day of __________, 2021, is between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and the JOINT OFFICE OF CITIZEN COMPLAINTS, INC., a not-for-profit corporation existing under the laws of the State of Ohio ("Ombudsman").

ARTICLE I. SCOPE OF SERVICES

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

ARTICLE II. TERM OF CONTRACT

This Contribution Agreement shall commence upon execution by the City and shall terminate on December 31, 2021, or at such time as all funds hereunder are expended, whichever date occurs first.

ARTICLE III. PAYMENT

The City grants funds in the amount of FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00) to Ombudsman pursuant to this Contribution Agreement. Ombudsman shall submit a request for disbursement of funds to the City, and the City shall tender funds within thirty (30) days from receipt of the disbursement request.

ARTICLE IV. INDEPENDENT CONTRACTOR

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

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

ARTICLE V. ASSIGNMENT

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

ARTICLE VI. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Ombudsman shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.
It is expressly agreed and understood by Ombudsman that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Contribution Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof, entitling the City of Dayton to terminate this Contribution Agreement at its option.

ARTICLE VII. RECORDS TO BE MAINTAINED

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

ARTICLE VIII. LIABILITY

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

ARTICLE IX. TERMINATION

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

ARTICLE X. MEETINGS AND EVALUATION

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

ARTICLE XI. PROJECT REPORTING

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

ARTICLE XII. GENERAL PROVISIONS

A. Amendment

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

B. Waiver

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

C. Notices and Communications

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

City of Dayton
Dept. of Planning, Neighborhoods & Development
101 W. Third St.
Dayton, Ohio 45402
Attn: Miranda Brooks
(937) 333-3681
Fax (937) 333-4281
miranda.brooks@daytonohio.gov

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

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

D. Conflict of Interest

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

Ombudsman represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect, in Ombudsman’s business. Ombudsman covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Contribution Agreement. Ombudsman will immediately report the discovery of any potential conflict of interest to the City.

E. Applicable Law/Venue

This Contribution Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit
regarding this Contribution Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

F. **Entire Agreement/Integration**

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

G. **Political Contributions**

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

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

---

**CITY OF DAYTON, OHIO**

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

7/9/2021

[Signature]

Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

---

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

By: [Signature]

Its: [Signature]

---

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

[Signature]

Min. / Bk. ______ Pg. ______

Clerk of the Commission
EXHIBIT A

Joint Office of Citizen Complaints
Scope of Services

Ombudsman shall serve as a point of contact to receive and resolve citizen inquiries and concerns. In this capacity, Ombudsman shall serve approximately 10,000 people during calendar year 2021 by providing information, referral and investigative services to citizens who have contacted Ombudsman with complaints regarding government services and/or operations. Ombudsman’s services are free to the public and there are no eligibility requirements. Ombudsman’s services are available to the public by telephone, mail, personal contact, local media, and via civic and educational meetings held during the year throughout the community.

Under the terms of this Contribution Agreement, Ombudsman shall provide the following services:

- Investigate and assist in resolving citizen complaints regarding government services and/or operations;
- Assist citizens in resolving complaints in an impartial, confidential, and non-litigious manner;
- Refer citizens to appropriate private and public organizations that can assist them in obtaining needed services;
- Assist citizens with non-governmental issues such as emergency assistance, eviction prevention, and landlord-tenant complaints, according to available resources in the agency and in the community;
- Make connections between public and private agencies, and provide information about the public or private agency best suited to resolve the complaint or ameliorate the problem;
- Analyze complaints to identify patterns that may reveal systemic problems and convene those persons and/or agencies that can institute needed changes; and
- Monitor public policy and program changes occurring at the local, state, and federal level in order to remain knowledgeable about rules, regulations, and appropriate avenues of redress.
"2021 Ombudsman Contribution Agreement" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)  2021-07-22 - 4:27:08 PM GMT

Document emailed to Diane Welborn (diane.welborn@dayton-ombudsman.org) for signature  2021-07-22 - 4:30:06 PM GMT

Email viewed by Diane Welborn (diane.welborn@dayton-ombudsman.org)  2021-07-22 - 4:32:10 PM GMT

Document e-signed by Diane Welborn (diane.welborn@dayton-ombudsman.org)  
Signature Date: 2021-07-23 - 10:04:39 AM GMT - Time Source: server

Agreement completed.  
2021-07-23 - 10:04:39 AM GMT
City Manager's Report

From: 2380 - Planning, Neighborhoods & Dev. / PND Director's Office
Supplier, Vendor, Company, Individual: Miami Valley Community Action Partnership
Address: 719 South Main Street
Dayton, Ohio 45402-2709

Date: August 11, 2021
Expense Type: Payment of Voucher
Total Amount: $8,957.35

Fund Source(s) | Fund Code(s) | Fund Amount(s)
---------------|--------------|--------------
General Fund   | 10000-2350-1159-33 | $8,957.35

Includes Revenue to the City: ☑ No
Affirmative Action Program: ☑ Yes

Description

Payment of Voucher — Miami Valley Community Action Partnership

The Department of Planning, Neighborhoods and Development requests payment for a 2021 invoice with Miami Valley Community Action Partnership (MVCAP).

In January 2021, our Department received an invoice from MVCAP for the Greater Dayton VITA/ EITC Coalition for tax year 2019. We could not process this invoice because the 2020 encumbrance was canceled and closed in error.

In December 2020, there was a request to reduce budget across the Department for the 2020 fiscal year to assure the City of Dayton was within the legal limit of the Annual Appropriation. The Greater Dayton VITA/ EITC Coalition encumbrance was canceled, which increased available budget in the line-item to be reduced to meet the legal limit of the Annual Appropriation.

As the funding was in 2020 and not in 2021, additional budget had to be identified by the Department to pay for this invoice. Budget authority in 2021 has now been identified to pay for the invoice. We request that the City Commission approve this payment for the attached invoice.

This payment is funded using General Funds — Community Engagement funds.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>01/01/21</th>
<th>8,957.35</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Renewal Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Change Order</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Required Documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Initial City Manager's Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Initial Certificate of Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial Agreement/Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy of City Manager’s Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copy of Original Certificate of Funds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Original CT/CF

Increase Encumbrance
Decrease Encumbrance
Remaining Commission Approval

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$ 8,957.35</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sequence Number 1</td>
<td></td>
</tr>
<tr>
<td>Fund Code 10000 - 2350 - 1159 - 33 - XXXX - XXXX</td>
<td></td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
<td></td>
</tr>
<tr>
<td>Amount:</td>
<td></td>
</tr>
<tr>
<td>Sequence Number</td>
<td></td>
</tr>
<tr>
<td>Fund Code</td>
<td></td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
<td></td>
</tr>
</tbody>
</table>

Attatch additional pages for more FOAPALS

Vendor Name: Miami Valley Community Action Partnership
Vendor Address: 719 S. Main Street, Dayton, Ohio 45402-2709
Federal ID: 31-0709198
Commodity Code: 961-02
Purpose: Earned Income Tax Credit/ Child Tax Credit Campaign Agreement between Miami Valley Community Action Partnership to provide additional administrative support for consumable supplies and materials to the Coalition's thirteen (13) free tax preparation sites.
Contact Person: Kevin Powell 3766 Planning, Neighborhoods & Development 7/26/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

CF Prepared by

Date

CF/CT Number

Finance Department

October 18, 2011
# INVOICE

719 S. Main Street  
Dayton, OH 45402  
937-341-5000

December 31, 2020

City of Dayton  
c/o Verletta Jackson  
Department of Planning and Community Development  
101 W Third Street  
Dayton, Ohio 45402

Program: Greater Dayton VITA/EITC Coalition, Tax Year 2019

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Volunteer Gift Cards</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Amazon Gift Cards (purchased at Family Dollar), Auth # 022365</td>
<td>$50.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>11 Speedway Gas Cards, Trans # 1123115</td>
<td>$30.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>6 Kroger Gift Cards, Ref # 023354</td>
<td>$100.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>5 Shell Gas Cards, Inv # 173526</td>
<td>$25.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>10 Shell Gas Cards, Inv # 173773</td>
<td>$25.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>11 Shell Gas Cards, Inv # 173591</td>
<td>$25.00</td>
<td>$275.00</td>
</tr>
<tr>
<td>11 Shell Gas Cards, Inv # 173955</td>
<td>$25.00</td>
<td>$275.00</td>
</tr>
<tr>
<td>17 Kroger Gift Cards, Ref # 023318</td>
<td>$75.00</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>1 McDonald's Gift Card (purchased at Kroger), Ref # 023318</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Site Coordinator Stipends</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Cherry Morrison</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>1 Robin Hamilton</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>1 Debra Davenport</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>1 James Klein</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>1 Thomas Mott</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>1 Alan Poplinski</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>1 Jerry Carroll</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>1 Portia Sherm</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>1 Emma Andrews</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>1 Dimitri Cordero</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>1 Bridgett Hobbs (check was issued but not cashed – MVCAP will reissue)</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Volunteer Snacks and Food</strong></td>
<td></td>
<td>$13.68</td>
</tr>
<tr>
<td>1 VITA Snacks from Kroger</td>
<td>$13.68</td>
<td>$13.68</td>
</tr>
<tr>
<td><strong>Administrative Costs</strong></td>
<td></td>
<td>$1,443.67</td>
</tr>
<tr>
<td>1 Salaries: Brian Abram, 38 hours</td>
<td>$1,045.45</td>
<td>$1,045.45</td>
</tr>
<tr>
<td>1 Fringe Benefits: Brian Abram, 38 hours</td>
<td>$352.05</td>
<td>$352.05</td>
</tr>
<tr>
<td>1 Technology Pool Allocation</td>
<td>$46.17</td>
<td>$46.17</td>
</tr>
</tbody>
</table>

Please include a copy of this invoice with your payment.

**TOTAL** $8,957.35
January 29, 2021

Verletta Jackson
Department of Planning and Community Development
City of Dayton
101 W. Third Street
Dayton, Ohio 45402

RE: Greater Dayton VITA/EITC Coalition Invoice, Tax Year 2019

Dear Verletta,

Enclosed is our invoice in the amount of $8,957.35 for expenses associated with administrative and program support for tax preparation services at Greater Dayton Earned Income Tax Credit Coalition tax sites for tax year 2019.

The 2019 tax preparation season faced innumerable challenges due to the coronavirus pandemic and the associated shutdowns and quarantines. As of March 7, 2020, prior to the shutdown, our volunteers had logged a total of 325.5 service hours.

The following documents are enclosed for your review:
- Detailed invoice detailing expenditures by category
- Supporting documentation for each expenditure (check request, receipt, cancelled check etc.)
- Volunteer service hour summary
- Customer satisfaction surveys

Thank you for your leadership on this vital initiative. While pandemic precautions prevent us from partnering for tax year 2020, we are grateful for our strong partnership with the City of Dayton and look forward to future opportunities to serve our community together.

If you have questions or need additional information, please contact Brian Abrams, Director of Emergency Services, at Brian.Abrams@mvicap.com.

Best regards,

Erin M. Jeffries
Vice President & Chief Operating Officer
Huntington Mastercard
Purchase Record

Instructions: 1. Submit to supervisor for approval prior to credit card purchase.
2. Return form to credit card owner with receipts/other required documentation (e.g., sign-in sheet) attached.

Requested by: Brian Abram
Program: VITA

Customer: 
[If applicable] Customer ID #

Date: 10/2/2020

Vendor: Family Dollar
5958 Old Troy Pike
Huber Heights, OH 45424

Purpose: VITA gift cards for volunteers

Last 4 Acct. Digits 3534
Card Owner Lisa
Online Purchase? Yes

Instructions/Info: 6 $50.00 Amazon Gift Cards
[e.g. Case #, Gift Cards will be mailed to volunteers by
ship to/deliver Verletta Jackson. Gift Cards were delivered to
customer info. Verletta on 9/25/2020

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Amazon Gift Cards</td>
<td>323181</td>
<td>57800</td>
<td>$50.00</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

TOTAL $300.00

APPROVED BY: [Two Signatures Required]

SPECIALIST | COORDINATOR: 

DIRECTOR: 

COO: 

CFO: 

CEO: 

Date 10/2/2020 [Do not type date]

[Signature]

Date 10/2/2020

[Signature]

Date
FAMILY DOLLAR
STORE #08674 5958 Old Troy Pike
Huber Heights, OH, 937-952-1075

AMAZON 25 100

###0518
ACTIVATE
SWIPE APPROVED
AUTH#: 000000000003435666 SEQUENCE NO: 77 3602

AMAZON 25 100

###3478
ACTIVATE
SWIPE APPROVED
AUTH#: 000000000003435673 SEQUENCE NO: 77 3603

AMAZON 25 100

###7035
ACTIVATE
SWIPE APPROVED
AUTH#: 000000000003435685 SEQUENCE NO: 77 3604

AMAZON 25 100

###9049
ACTIVATE
SWIPE APPROVED
AUTH#: 000000000003435705 SEQUENCE NO: 77 3605

AMAZON 25 100

###7019
ACTIVATE
SWIPE APPROVED
AUTH#: 000000000003435715 SEQUENCE NO: 77 3606

AMAZON 25 100

###5419
ACTIVATE
SWIPE APPROVED
AUTH#: 000000000003435725 SEQUENCE NO: 77 3607

TOTAL

$300.00

MASTERCARD

Mastercard 3534
CHIP READ Approved
AUTH#: 022365 SEQUENCE NO: 773608

ONLINE PIN VERIFIED
Mode: Issuer MAC - 09215C87B96047
AID: 0000000041010 AC#: 23

Customer 000000

ALL PREPAID FINANCIAL AND GIFT CARD
SALES ARE FINAL - NO REFUNDS

99097401777360185273

ITEMS 6
09-22-2020 12:01:25 08674 01 6227163 7736
Cash Check Debit Credit & EBT Accepted.
THANK YOU.
Requested by: Brian Abram
Program: VITA
Customer: [If applicable] Customer ID #

Date: 10/2/2020

Vendor: Speedway
121 East Stewart Street
Dayton, OH 45409-2625

Purpose: VITA gift cards for volunteers

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Speedway Gas Cards</td>
<td>323181</td>
<td>57800</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30.00</td>
<td>330.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

TOTAL $ 330.00

Approved by: [Two Signatures Required]
Specialist/Coordinator: [Signature]

Director: [Signature]

CFO: [Signature]

CEO: [Signature]

Instructions/Info: 11 $30.00 Gas Cards/Speedway
(e.g. Case #). Gift Cards will be mailed to volunteers by
ship to/deliver Verletta Jackson. Gift Cards were delivered to
customer info. Verletta on 9/25/2020

Last 4 Acct. Digits 3534
Card Owner Lisa
Online Purchase? Yes

[Do not type date]
10/2/2020
SPEEDWAY 0009565-Dayton,OH
121 East Stewart Street 45409-2625
(937)443-0238 9/10/2020 11:26:45 AM
Trans# 1123715 Reg: 1
Evian H.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>SPEEDWAY GIFT ACTIVATE</td>
<td>1</td>
<td>30.00</td>
</tr>
<tr>
<td>Speedy Rewards</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub. Total: $330.00
Tax: $0.00
Total: $330.00

MastercardFleet: $330.00
Change: $0.00

CARD TYPE: MastercardFleet
Card Num: XXXXXXXXXX93534
ENTRY METHOD: Chip Card

TRANS TYPE: SALE
APPROVAL CODE: 018085

USD: $330.00

Mastercard
AID: A0000000041010

PIN Bypassed

www.speedway.com
Huntington Mastercard
Purchase Record

Instructions: 1. Submit to supervisor for approval prior to credit card purchase.
2. Return form to credit card owner with receipts/other required documentation (e.g., sign-in sheet) attached.

<table>
<thead>
<tr>
<th>Requested by:</th>
<th>Brian Abram</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program:</td>
<td>VITA</td>
</tr>
<tr>
<td>Customer:</td>
<td></td>
</tr>
<tr>
<td>[If applicable] Customer ID #</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>10/2/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last 4 Acct. Digits</td>
<td>3534</td>
</tr>
<tr>
<td>Card Owner</td>
<td>Lisa</td>
</tr>
<tr>
<td>Online Purchase?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Vendor: Kroger
7747 Old Troy Pike
Huber Heights, OH 45424

Purpose: VITA gift cards for volunteers

Instructions/Info: 6 $100.00 Gift Cards for VITA volunteers
(e.g. Case #, Gift Cards will be mailed to volunteers by ship to/deliver Verletta Jackson. Gift Cards were delivered to customer info. Verletta on 9/25/2020

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Kroger Gift Card</td>
<td>3231B1</td>
<td>57800</td>
<td>$100.00</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

TOTAL $600.00

APPROVED BY: [Two Signatures Required]

SPECIALIST | COORDINATOR: 

DIRECTOR: 

COO: 

CFO: 

CEO: 

10/2/2020 [Do not type date]

16/2/2020

Date

Date

Date

Date
7747 OLD TROY PIKE
937-233-7602
Your cashier was ANGELA
MR LOGO KROGER GC NP 100.00
GK ************1739 100.00 B1nc
MR LOGO KROGER GC NP 100.00
GK ************1596 100.00 B1nc
MR LOGO KROGER GC NP 100.00
GK ************1069 100.00 B1nc
MR LOGO KROGER GC NP 100.00
GK ************1349
MR LOGO KROGER GC NP 100.00
GK ************8087 100.00 B1nc
MR LOGO KROGER GC NP 100.00
GK ************2482 100.00 B1nc
TAX 0.00
**** BALANCE 600.00
HUBER HEIGHTS OH 45424
Mastercard Purchase
************3534 - C
REF#: 023354 TOTAL: 600.00
AID: A00000041010
TC: 7CE72799DA54EC
VERIFIED BY PIN
MASTERCARD 600.00
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 0
09/23/20 11:44am 759 30 7 351

QUESTIONS OR COMMENTS, PLEASE CALL MGR
Now Hiring - Apply Today!
jobs.kroger.com
www.kroger.com
Huntington Mastercard
Purchase Record

Instructions: 1. Submit to supervisor for approval prior to credit card purchase.
2. Return form to credit card owner with receipts/other required documentation (e.g., sign-in sheet) attached.

Requested by: Brian Abram

Program: VITA

Customer: Invoice # 173526

Date: 10/2/2020

Last 4 Acct. Digits 3534

Vendor: Shell Gas Station
1224 South Main
Dayton, OH 45409

Purpose: VITA gift cards for volunteers

Instructions/Info: 5 $25.00 Gift Cards for VITA volunteers
[e.g. Case #, Gift Cards will be mailed to volunteers by
ship to/deliver Verletta Jackson. Gift Cards were delivered to
customer info. Verletta on 9/25/2020

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Shell Gas Card</td>
<td>323181</td>
<td>57800</td>
<td>$25.00</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

TOTAL $125.00

APPROVED BY: [Two Signatures Required]
SPECIALIST | COORDINATOR: [Signature]
DIRECTOR: [Signature]

[Do not type date] 10/2/2020

Date 10/2/2020

CFO: [Signature]

COO: [Signature]

CEO: [Signature]
Welcome to Shell
WELCOME TO
OUR STORE
57424353704

SHELL
1224 SOUTH MAIN
DAYTON OH 45409

CUSTOMER COPY>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHELL GIFT CARDS</td>
<td>5</td>
<td>125.00</td>
</tr>
</tbody>
</table>

Subtotal          | 125.00
Tax               | 0.00
TOTAL             | 125.00
CREDIT $125.00

Mastercard USD$125.00
XXX XXXX XXXX 3534
Chip Read
APPROVED
AUTH # 018320
INV # 173526

Mode: Issuer
AID: A0000000041010
TVR: 000001000
IAD:
011060703220000A9D200000000000000FF
TSI: E800
ARC: 00

Customer Copy
XXXXXXXXXXXXXXXX3711, SHELL GIFT
Swiped
APPROVED
AUTH # 569417
INV # 173534
CARD BALANCE $25.00
XXXXXXXXXXXXXXXX3729, SHELL GIFT
Swiped
APPROVED
AUTH # 310881
INV # 173542
CARD BALANCE $25.00
XXXXXXXXXXXXXXXX3737, SHELL GIFT
Swiped
APPROVED
AUTH # 182836
INV # 173559
CARD BALANCE $25.00
XXXXXXXXXXXXXXXX3745, SHELL GIFT
Swiped
APPROVED
AUTH # 569774
INV # 173567
CARD BALANCE $25.00
XXXXXXXXXXXXXXXX3752, SHELL GIFT
Swiped
APPROVED
AUTH # 106002
INV # 173575
CARD BALANCE $25.00

Please come again
Huntington Mastercard Purchase Record

Instructions: 1. Submit to supervisor for approval prior to credit card purchase.
2. Return form to credit card owner with receipts/other required documentation (e.g., sign-in sheet) attached.

Requested by: Brian Abram
Program: VITA
Customer: Invoice # 173773
[If applicable] Customer ID #

Date: 10/2/2020
Vendor: Shell Gas Station
1224 South Main
Dayton, OH 45409

Purpose: VITA gift cards for volunteers

Last 4 Acct. Digits 3534
Card Owner Lisa
Online Purchase? Yes

Instructions/Info: 10 $25.00 Gift Cards for VITA volunteers
[e.g. Case #, Gift Cards will be mailed to volunteers by
ship to/deliver Verletta Jackson. Gift Cards were delivered to
customer info. Verletta on 9/25/2020

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Shell Gas Card</td>
<td>323181</td>
<td>57800</td>
<td>$ 25.00</td>
<td>250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL $ 250.00

APPROVED BY: [Two Signatures Required]
SPECIALIST | COORDINATOR:

DIRECTOR: [Signature]

COO: ____________________________

CFO: ____________________________

CEO: ____________________________

[Date] 10/2/2020 [Do not type date]
Welcome to Shell
WELCOME TO
OUR STORE
57424353704

SHELL
1224 SOUTH MAIN
DAYTON OH 45409

<CUSTOMER COPY>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHELL GIFT CARDS</td>
<td>10</td>
<td>250.00</td>
</tr>
</tbody>
</table>

Subtotal: 250.00
Tax: 0.00
TOTAL: 250.00

CREDIT $ 250.00

Mastercard
XXXX XXXX XXXX 3534
Chip Read
APPROVED
AUTH # 018369

INV # 173773

Mode: Issuer
AID: A0000000041010
TVR: 000008000
IAD:
0110607002200004F5000000000000000FF
TSI: E800
ARC: 00

Customer Copy
XXXXXXXXXXXXXXXXXX1640, SHELL GIFT
Swiped
APPROVED
AUTH # 404871
INV # 173799
CARD BALANCE $25.00

XXX XXXX XXXX XXXX XXXX 1632, SHELL GIFT
Swiped
APPROVED
AUTH # 805833
INV # 173807
CARD BALANCE $25.00

XXX XXXX XXXX XXXX XXXX 1624, SHELL GIFT
Swiped
APPROVED
AUTH # 413071
INV # 173831
CARD BALANCE $25.00

XXX XXXX XXXX XXXX XXXX 1616, SHELL GIFT
Swiped
APPROVED
AUTH # 578262
INV # 173849
CARD BALANCE $25.00

XXX XXXX XXXX XXXX XXXX 1608, SHELL GIFT
Swiped
APPROVED
AUTH # 197380
INV # 173856
CARD BALANCE $25.00

XXX XXXX XXXX XXXX XXXX 1590, SHELL GIFT
Swiped
APPROVED
APPROVED
AUTH # 021066
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1582, SHELL GIFT
Swiped
APPROVED
AUTH # 510940
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1574, SHELL GIFT
Swiped
APPROVED
AUTH # 110570
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1566, SHELL GIFT
Swiped
APPROVED
AUTH # 060556
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1558, SHELL GIFT
Swiped
APPROVED
AUTH # 017977
CARD BALANCE $25.00

Please come again

THANKS, COME AGAIN
ST# AB123 TILL XXXX DR# 1 TRN# 1018982
CSH: 1 9/18/20 11:12:38 AM
Huntington Mastercard  
Purchase Record  

Instructions: 1. Submit to supervisor for approval prior to credit card purchase.  
2. Return form to credit card owner with receipts/other required documentation (e.g. sign-in sheet) attached.

Requested by:  
Brian Abram  

Program:  
VITA  

Customer:  
Invoice # 173591  

[If applicable]  
Customer ID #

Date:  
10/2/2020  

Last 4 Acct. Digits:  
3534  

Card Owner:  
Lisa  

Online Purchase?  
Yes

Vendor:  
Shell Gas Station  
1224 South Main  
Dayton, OH 45409  

Instructions/Info: 11 $25.00 Gift Cards for VITA volunteers  
(e.g. Case #,  
ship to/deliver Verletta Jackson. Gift Cards were delivered to  
customer info. Verletta on 9/25/2020  

Purpose:  
VITA gift cards for volunteers

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Shell Gas Card</td>
<td>323181</td>
<td>57800</td>
<td>$25.00</td>
<td>$275.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $275.00  

APPROVED BY: [Two Signatures Required]  
SPECIALIST | COORDINATOR:  

DIRECTOR:  

COO:  

CFO:  

CEO: 

10/3/2020 [Do not type date]  

Date:  
10/2/2023  

Date  

Date  

Date
Welcome to Shell
WELCOME TO
OUR STORE
57424353704

SHELL
1224 SOUTH MAIN
DAYTON OH 45409

<CUSTOMER COPY>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHELL GIFT CARDS</td>
<td>11</td>
<td>275.00</td>
</tr>
</tbody>
</table>

Subtotal          275.00
Tax                0.00
**TOTAL**         275.00

CREDIT $ 275.00

Mastercard USD$275.00
XXXX XXXX XXXX 3534
Chip Read
APPROVED
AUTH # 018669
INV # 173591

Mode: Issuer
AID: A0000000041010
TVR: 0000008000
IAD:
0110B70032209000A20F000000000000OFF
TSI: E800
ARC: 00

Customer Copy
XXXXX000000003760, SHELL GIFT
Swiped
APPROVED
AUTH # 483105
INV # 173617
CARD BALANCE $25.00
XXXXX000000001749, SHELL GIFT
Swiped
APPROVED
AUTH # 304436
INV # 173625
CARD BALANCE $25.00
XXXXX000000001731, SHELL GIFT
Swiped
APPROVED
AUTH # 824376
INV # 173633
CARD BALANCE $25.00
XXXXX000000001723, SHELL GIFT
Swiped
APPROVED
AUTH # 542063
INV # 173641
CARD BALANCE $25.00
Swiped
APPROVED  
AUTH # 965577  
INV # 173658  
CARD BALANCE $25.00  
XXXXXXXXXXXXXXXXX1715, SHELL GIFT  
Swiped
APPROVED  
AUTH # 457351  
INV # 173666  
CARD BALANCE $25.00  
XXXXXXXXXXXXXXXXX1707, SHELL GIFT  
Swiped
APPROVED  
AUTH # 400615  
INV # 173674  
CARD BALANCE $25.00  
XXXXXXXXXXXXXXXXX1699, SHELL GIFT  
Swiped
APPROVED  
AUTH # 290893  
INV # 173682  
CARD BALANCE $25.00  
XXXXXXXXXXXXXXXXX1681, SHELL GIFT  
Swiped
APPROVED  
AUTH # 134824  
INV # 173708  
CARD BALANCE $25.00  
XXXXXXXXXXXXXXXXX1673, SHELL GIFT  
Swiped
APPROVED  
AUTH # 459806  
INV # 173716  
CARD BALANCE $25.00  
XXXXXXXXXXXXXXXXX1657, SHELL GIFT  
Swiped
APPROVED  
AUTH # 434927  
INV # 173724  
CARD BALANCE $25.00

Please come again

THANKS, COME AGAIN
ST# AB123  TILL XXXX  DR# 1  TRN# 1019881
CSH: 1  9/18/20 11:06:54 AM
# Huntington Mastercard Purchase Record

**Instructions:**
1. Submit to supervisor for approval prior to credit card purchase.
2. Return form to credit card owner with receipts/other required documentation (e.g., sign-in sheet) attached.

<table>
<thead>
<tr>
<th>Requested by:</th>
<th>Brian Abram</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program:</td>
<td>VITA</td>
</tr>
<tr>
<td>Customer:</td>
<td>Invoice # 173955</td>
</tr>
<tr>
<td>[If applicable]</td>
<td>Customer ID #</td>
</tr>
</tbody>
</table>

**Date:** 10/2/2020

**Vendor:** Shell Gas Station  
1224 South Main  
Dayton, OH 45409

**Purpose:** VITA gift cards for volunteers

**Instructions/Info:** 11 $25.00 Gift Cards for VITA volunteers  
[e.g. Case #, Gift Cards will be mailed to volunteers by ship to/deliver to Verletta Jackson. Gift Cards were delivered to customer info. Verletta on 9/25/2020

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Shell Gas Card</td>
<td>323181</td>
<td>57800</td>
<td>$25.00</td>
<td>$275.00</td>
</tr>
</tbody>
</table>

**Last 4 Acct. Digits:** 3534  
Card Owner: Lisa  
Online Purchase?: Yes

**APPROVED BY:** [Two Signatures Required]

**SPECIALIST / COORDINATOR:**

**DIRECTOR:**

**COO:**

**CFO:**

**CEO:**

[Do not type date]

**Date:** 10/2/2020

**Date:** 10/2/2020

**Date:**

**Date:**

**Date:**
Welcome to Shell
WELCOME TO
OUR STORE
57424353704
SHELL
1224 SOUTH MAIN
DAYTON OH 45408

<CUSTOMER COPY>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHELL GIFT CARDS</td>
<td>11</td>
<td>275.00</td>
</tr>
</tbody>
</table>

Subtotal 275.00
Tax 0.00
TOTAL 275.00
CREDIT $275.00

Mastercard
XXXX XXXX XXXX 3534
Chip Read
APPROVED
AUTH # 018290

Mode: Issuer
AID: A0000000041010
TVR: 00000008000
IAD:
0110607003220000154000000000000000FF
TSI: E800
ARC: 00

Customer Copy
XXXXXXXXXXXXXXXX1525, SHELL GIFT
Swiped
APPROVED
AUTH # 364915
CARD BALANCE $25.00
XXXXXXXXXXXXXXXX1533, SHELL GIFT
Swiped
APPROVED
AUTH # 124379
CARD BALANCE $25.00
XXXXXXXXXXXXXXXX1309, SHELL GIFT
Swiped
APPROVED
AUTH # 713708
CARD BALANCE $25.00
XXXXXXXXXXXXXXXX1317, SHELL GIFT
Swiped
APPROVED
AUTH # 600086 INV # 174003
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1465, SHELL GIFT
Swiped
APPROVED
AUTH # 048089 INV # 174011
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1473, SHELL GIFT
Swiped
APPROVED
AUTH # 080033 INV # 174029
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1408, SHELL GIFT
Swiped
APPROVED
AUTH # 167879 INV # 174037
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1416, SHELL GIFT
Swiped
APPROVED
AUTH # 585406 INV # 174045
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1424, SHELL GIFT
Swiped
APPROVED
AUTH # 743432 INV # 174052
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1467, SHELL GIFT
Swiped
APPROVED
AUTH # 298048 INV # 174060
CARD BALANCE $25.00
XXXXXXXXXXXXXXXXX1541, SHELL GIFT
Swiped
APPROVED
AUTH # 508606 INV # 174078
CARD BALANCE $25.00

Please come again

THANKS, COME AGAIN
ST# AB123 TILL XXXX DR# 1 TRAN# 1018883
CASH: 1 9/18/20 11:15:47 AM
Huntington Mastercard
Purchase Record

Instructions: 1. Submit to supervisor for approval prior to credit card purchase.
2. Return form to credit card owner with receipts/other required documentation (e.g., sign-in sheet) attached.

Requested by: Brian Abram
Program: VITA
Customer: [If applicable] Customer ID #

Date: 10/2/2020
Last 4 Acct. Digits: 3534
Card Owner: Lisa
Online Purchase?: Yes

Vendor: Kroger
7747 Old Troy Pike
Huber Heights, OH 45424

Instructions/Info: 17 $75.00 Gift Cards/1 $20 McDonald's Card
(e.g. Case #, Gift Cards will be mailed to volunteers by
ship to/deliver Verletta Jackson. Gift Cards were delivered to
customer Info. Verletta on 9/25/2020

Purpose: VITA gift cards for volunteers

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Kroger Gift Card</td>
<td>323181</td>
<td>57800</td>
<td>$75.00</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>1</td>
<td>McDonald's Gift Card</td>
<td>323181</td>
<td>57800</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

TOTAL $1,295.00

APPROVED BY: [Two Signatures Required]

SPECIALIST | COORDINATOR:  

DIRECTOR:  

COO:  

CFO:  

CEO:  

Date: 10/2/2020  [Do not type date]
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR MCDONALDS VL GC</td>
<td>1</td>
<td>20.00</td>
<td>20.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR LOGO KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>MR OFFER KROGER GC</td>
<td>1</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td>TAX</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>1,295.00</td>
</tr>
</tbody>
</table>

Account: 45424
Card Type: 3534 - C

Questions or comments, please call MGR.
Pay "$325.00 and 00/100"

TO THE ORDER OF: Robie Hamilton

Amount: $325.00

Date: 9/23/2020

[Signature]

[Notice: This check should not be deposited in a mobile deposit account.]

[Scanner Code]
Pay **two hundred and xx / 100**

TO THE ORDER OF  DEBRA DAVENTPORT

DATE  9/25/2020

AMOUNT  $496.00
Pay "one hundred fifty and 00/100"

Pay to the Order of
TOM MOTT
4871 ROSECLIFF PL.
DAYTON OH 45409

DATE: 9/23/2020
AMOUNT: $150.00

[Signature]

[Routing Number]
[Check Number]
[Check Date]
[Check Paid by]
[Check Remark]
Pay "**Six hundred Fifty and xx/100**" of

PAY TO THE ORDER OF:
ALAN POPINSET
387 EMD ROAD
BEAVERTON OH 45431

DATE: 9/25/2020
AMOUNT: $450.00

[Signature]

#103095 0042215056C 014612070364
Pay "One hundred fifty and 00/100"

To the Order of: PORTIA SHEAR

Date: 9/23/2020

Amount: $498.00

[Signature]

[Account Number: 103094] [Check Image Number: CO2215564048]
Pay $400.00

TO THE ORDER OF EMMA ANDREWS

DATE 9/25/2020

ACCOUNT 5400.00

CHECK HERE FOR MOBILE DEPOSIT

https://businessonline.huntington.com/Imag...
Pay $300.00
TO THE ORDER OF
DIMITRI CORDERO

Date

Amount
$300.00

Signature

Note: The check should be endorsed with appropriate names and signatures for proper handling and deposit.
Bill Pay

Enter Search Criteria

Select an Account: 🔽...8036 / CAP CHECKING ACCOUNT 🔽

From Date: XXX/XX/XXXX to Optional
Check Number: 103113 to 103113
Amount: Optional to Optional
Payee Name
Status: All

SEARCH  Reset

Search Results

<table>
<thead>
<tr>
<th>Check #</th>
<th>Account</th>
<th>Status Date</th>
<th>Status</th>
<th>Action</th>
<th>Payee</th>
<th>Amount</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>103113</td>
<td>...8036</td>
<td>09/25/2020</td>
<td>Issued Item</td>
<td>Place Stop</td>
<td>BRIDGETT HOBBS</td>
<td>$100.00</td>
<td>09/25/2020</td>
</tr>
</tbody>
</table>

Miami Valley Community Action Partnership: Deborah Donnelly

https://businessonline.huntington.com/CheckSearch
Store Account Purchase Record

Instructions: 1. Submit to supervisor for approval prior to purchase.
2. Return form to Caseam/Fiscal with receipt(s) / other required documentation (e.g. sign-in sheet) attached.

<table>
<thead>
<tr>
<th>Requested by:</th>
<th>Brian Abram</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program:</td>
<td>VITA</td>
</tr>
<tr>
<td>Customer:</td>
<td>VITA- Snacks for Volunteers</td>
</tr>
<tr>
<td>Customer Number:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>3/9/2020</td>
</tr>
<tr>
<td>Online Purchase?</td>
<td>No</td>
</tr>
<tr>
<td>Account:</td>
<td>Kroger</td>
</tr>
<tr>
<td>Vendor:</td>
<td>Kroger</td>
</tr>
<tr>
<td>1555 Wayne Ave</td>
<td></td>
</tr>
<tr>
<td>Dayton, OH 45402</td>
<td></td>
</tr>
<tr>
<td>Purpose:</td>
<td>VITA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>Element</th>
<th>Code</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Snacks for VITA</td>
<td>323181</td>
<td>64750</td>
<td>$13.68</td>
<td>$13.68</td>
</tr>
</tbody>
</table>

Total: $13.68

APPROVED BY: [Two Signatures Required]
SPECIALIST | COORDINATOR:
DIRECTOR:
COO:
CFO:
CEO:

revised 1.2020
## Payment Voucher

**Miami Valley Community Action Partnership**

**Posting Period:** 3/31/2020  
**Run Date:** 03/10/2020  
**Run Time:** 11:32:30 am  
**Page 2 of 15**

**Batch #:** 3305  
**A/P RUN 03/10/2020 - 2020 INVOICES**  
**Voucher Date:** 03/10/2020  
**Due Date:**  

**Vendor:** 2386 KROGER  
**CINCINNATI CUSTOMER CHARGES**  
**P/O BOX 644459**  
**PITTSBURGH PA 15264-4459**

**Voucher #:** 77739  
**Amount:** 89.66  
**Description:** getting ahead & financial literacy

**Invoice #:** 076465,087958

<table>
<thead>
<tr>
<th>Element</th>
<th>Description</th>
<th>Project</th>
<th>GL Code</th>
<th>Description</th>
<th>PO #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>314165</td>
<td>Fifth Third Bank Education Grant 21</td>
<td>31416</td>
<td>57802</td>
<td>Incentives for Participants</td>
<td>0</td>
<td>60.00</td>
</tr>
<tr>
<td>380200</td>
<td>MVCAP Corporate General</td>
<td>38020</td>
<td>57400</td>
<td>Food</td>
<td>0</td>
<td>15.98</td>
</tr>
<tr>
<td>323191</td>
<td>VITA Operations 19</td>
<td>32319</td>
<td>64750</td>
<td>Support Emergency Services</td>
<td>0</td>
<td>13.68</td>
</tr>
</tbody>
</table>

**Total:** 89.66

**Prepared by:**  
**Date:**  

**Approved by:**  
**Date:**  

**Payment Date:**  
**Check number:**
Sales and Use Tax
Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

A SALE TO A NON PROFIT ORGANIZATION OPERATED EXCLUSIVELY FOR CHARITABLE PURPOSES IN THIS STATE. 501C (3).

Purchaser must state a valid reason for claiming exception or exemption.

MIAMI VALLEY COMMUNITY ACTION PARTNERSHIP
Purchaser's name
NON PROFIT
Purchaser's type of business
719 S. MAIN-STREET
Street address
DAYTON, OHIO 45402
City, state, ZIP code
Deborah L. Donnelly VP/CFD
Signature
3/3/2020
Date signed
31-0700198
Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.
# Revenue and Expenditure Report by Element

**Miami Valley Community Action Partnership**  
**Period 1/1/2020 to 12/31/2020**

<table>
<thead>
<tr>
<th>Element</th>
<th>Description</th>
<th>Budget</th>
<th>Prior Year</th>
<th>Current</th>
<th>YTD</th>
<th>ProjTotal</th>
<th>Un/Over</th>
<th>% Bud</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>32320</strong></td>
<td>City of Dayton VITA Program 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>323201</strong></td>
<td>VITA Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44500</td>
<td>City of Dayton - CDBG</td>
<td>9,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>9,000.00</td>
<td>0.00 %</td>
</tr>
<tr>
<td></td>
<td>Revenues</td>
<td>9,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>9,000.00</td>
<td>0.00 %</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50000</td>
<td>Salaries</td>
<td>1,100.00</td>
<td>0.00</td>
<td>1,045.45</td>
<td>1,045.45</td>
<td>1,045.45</td>
<td>54.55</td>
<td>95.04 %</td>
</tr>
<tr>
<td>50500</td>
<td>Fringe Benefits</td>
<td>200.00</td>
<td>0.00</td>
<td>352.05</td>
<td>352.05</td>
<td>352.05</td>
<td>(152.05)</td>
<td>176.03 %</td>
</tr>
<tr>
<td>57400</td>
<td>Food</td>
<td>400.00</td>
<td>0.00</td>
<td>0.00</td>
<td>13.68</td>
<td>13.68</td>
<td>386.32</td>
<td>3.42 %</td>
</tr>
<tr>
<td>57800</td>
<td>Stipends</td>
<td>7,300.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7,500.00</td>
<td>7,500.00</td>
<td>(200.00)</td>
<td>102.74 %</td>
</tr>
<tr>
<td>86000</td>
<td>Technology Pool Alloc</td>
<td>0.00</td>
<td>0.00</td>
<td>46.17</td>
<td>46.17</td>
<td>46.17</td>
<td>(46.17)</td>
<td>0.00 %</td>
</tr>
<tr>
<td></td>
<td>Expenses</td>
<td>9,000.00</td>
<td>0.00</td>
<td>1,443.67</td>
<td>8,957.35</td>
<td>8,957.35</td>
<td>42.65</td>
<td>99.53 %</td>
</tr>
<tr>
<td><strong>Balance:</strong></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>(1,443.67)</td>
<td>(8,957.35)</td>
<td>(8,957.35)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Revenues:</strong></td>
<td></td>
<td>9,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>9,000.00</td>
<td>0.00 %</td>
</tr>
<tr>
<td><strong>Project Expenses:</strong></td>
<td></td>
<td>9,000.00</td>
<td>0.00</td>
<td>1,443.67</td>
<td>8,957.35</td>
<td>8,957.35</td>
<td>42.65</td>
<td>99.53 %</td>
</tr>
<tr>
<td><strong>Project Balance:</strong></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>(1,443.67)</td>
<td>(8,957.35)</td>
<td>(8,957.35)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Gage</td>
<td>Job Center</td>
<td>Hours</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>------</td>
<td>------------</td>
<td>-------</td>
<td>------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>George</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Murphy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>lineback</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tomselli</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miller</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tom</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shorthan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Murphy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>McCarthy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newton</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kevin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miller</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keegan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kevin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>McDonald</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lewis</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mathews</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fisher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beasley</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mckenna</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bland</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copeland</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Espen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diez</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL HOURS:**
1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Community Action

3. Did you have an appointment or walk-in?
   - [ ] Appointment
   - [x] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[✓]</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

May need more evening appointments available.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [ ] a coworker [ ] at Sinclair Community College

3. Did you have an appointment or walk-in?
- [x] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Thomas is very kind, and his warm personality makes the process less stressful!
Volunteer Income Tax Assistance Program - VITA  
2020 Customer Satisfaction Survey  
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th>☐ Beavercreek Branch Library</th>
<th>☐ Beavercreek Senior Center</th>
<th>☑ Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: Word of mouth (family member)

3. Did you have an appointment or walk-in?  
☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:  
Appointment started a little late but went well. No comments. Great service.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- □ Beaver Creek Branch Library
- □ Beaver Creek Senior Center
- □ Community Action Partnership
- □ Dayton Christian Center
- □ Electra C. Doren Branch Library
- □ Fairborn Senior Center
- □ Greene County Xenia Library
- □ The Job Center
- □ St. Paul United Methodist Church
- □ Miamisburg Senior Center
- □ Northwest Branch Library
- □ Wesley Community Center
- □ Dayton Children Hospital
- □ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Used it before

3. Did you have an appointment or walk-in?
   □ Appointment  □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>⊗</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>⊗</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>⊗</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

We really appreciate this service and the VITA program was excellent!
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Beavercreek Branch Library</td>
<td>☐ Beavercreek Senior Center</td>
<td>☑ Community Action Partnership</td>
</tr>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: [Handwritten: Had to fill out VITA]

3. Did you have an appointment or walk-in?
   ☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

[Handwritten: My preparer was very kind, knowledgeable, and educated.]
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: 

3. Did you have an appointment or walk-in?
   - [ ] Appointment
   - [x] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expecta</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Very Very Satisfied Very Very Professional
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [X] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Web site

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:


Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Through Community Action

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Difficulty in getting an appointment
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beaver Creek Branch Library | ☐ Beaver Creek Senior Center | ☑ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: My Sister

3. Did you have an appointment or walk-in?
   ☑ Appointment       ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [ ] Last Years

3. Did you have an appointment or walk-in?

- [x] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [X] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Repeat Customer

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Always nice & efficient. Very helpful answers all questions.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th></th>
<th>Beavercreek Senior Center</th>
<th>Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beavercreek Branch Library</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dayton Christian Center</td>
<td>Electra C. Doren Branch Library</td>
<td>Fairborn Senior Center</td>
</tr>
<tr>
<td>Greene County Xenia Library</td>
<td>The Job Center</td>
<td>St. Paul United Methodist Church</td>
</tr>
<tr>
<td>Miamisburg Senior Center</td>
<td>Northwest Branch Library</td>
<td>Wesley Community Center</td>
</tr>
<tr>
<td>Dayton Children Hospital</td>
<td>Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: my sister about 4 years ago

3. Did you have an appointment or walk-in?
   ✔ Appointment    ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
I've been coming here for years also my sister and never had any problems. Thank you!
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beavercreek Branch Library | ☐ Beavercreek Senior Center | ☑ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: [Handwritten] Counseller

3. Did you have an appointment or walk-in?

☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Dave was great and beyond to help me out. He was very patient and I am very thankful!
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [X] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Radio

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [X] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ______________________________

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beaver Creek Branch Library | ☐ Beaver Creek Senior Center | ☑ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: [Last year]

3. Did you have an appointment or walk-in?
   ☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beaver Creek Branch Library | ☐ Beaver Creek Senior Center | ☑ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: ____________

3. Did you have an appointment or walk-in?
   ☑ Appointment         ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

_________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beavercreek Branch Library  ☐ Beavercreek Senior Center  ☒ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:

3. Did you have an appointment or walk-in?
   ☐ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Very good program, volunteer was very helpful and professional.
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th>☐ Beavercreek Branch Library</th>
<th>☐ Beavercreek Senior Center</th>
<th>☒ Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td></td>
<td>Library</td>
<td></td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: Grandmother, Shaun Moore

3. Did you have an appointment or walk-in?
   ☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th>☐ Beavercreek Branch Library</th>
<th>☐ Beavercreek Senior Center</th>
<th>☑ Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: Internet

3. Did you have an appointment or walk-in?
☐ Appointment ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beaver Creek Branch Library  ☐ Beaver Creek Senior Center  ☑ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ____________________________

Self

3. Did you have an appointment or walk-in?

☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling  (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [Friends / Family]

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td>[x]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td>[x]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td>[x]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td>[x]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>[x]</td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________

________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beavercreek Branch Library | ☐ Beavercreek Senior Center | X Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: Dayton Daily News

3. Did you have an appointment or walk-in? ☑ Appointment ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Excellent Program!
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beavercreek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

____________________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beavercreek Branch Library | ☐ Beavercreek Senior Center | ☒ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: Community Action Agency

3. Did you have an appointment or walk-in?
☒ Appointment ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
I didn't like the new assignment of the schedule to the 2 week short. It would have been nice to have been able to schedule sooner.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- □ Beaver Creek Branch Library
- □ Beaver Creek Senior Center
- ☑ Community Action Partnership
- □ Dayton Christian Center
- □ Electra C. Doren Branch Library
- □ Fairborn Senior Center
- □ Greene County Xenia Library
- □ The Job Center
- □ St. Paul United Methodist Church
- □ Miamisburg Senior Center
- □ Northwest Branch Library
- □ Wesley Community Center
- □ Dayton Children Hospital
- □ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: 

3. Did you have an appointment or walk-in?
- ☑ Appointment
- □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9:00 AM - 5:30 PM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th>☐ Beaver Creek Branch Library</th>
<th>☐ Beaver Creek Senior Center</th>
<th>☒ Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: **Friend**

3. Did you have an appointment or walk-in?
   - ☒ Appointment
   - ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>☒</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__I think you do a very job__

__God Bless you All 😊__
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beaver Creek Branch Library | ☐ Beaver Creek Senior Center | ☒ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: 

3. Did you have an appointment or walk-in?
☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Very satisfied with the VITA program. Volunteer was great.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beavercreek Branch Library | ☐ Beavercreek Senior Center | ☑ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: I've been coming here for years.

3. Did you have an appointment or walk-in?
   ☐ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________
________________________________________________________________________
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [X] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: 

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointments Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments orSuggestions:
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [x] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [x] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [Friend]

3. Did you have an appointment or walk-in?
- [x] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

[Great Guy Thanks Tom!]
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- □ Community Action Partnership
- [ ] Dayton Christian Center
- □ Electra C. Doren Branch Library
- □ Fairborn Senior Center
- □ Greene County Xenia Library
- □ The Job Center
- □ St. Paul United Methodist Church
- □ Miamisburg Senior Center
- □ Northwest Branch Library
- □ Wesley Community Center
- □ Dayton Children Hospital
- □ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program?: Church Staff Member

3. Did you have an appointment or walk-in?
   □ Appointment
   □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [X] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:  
   [ ] Friend

3. Did you have an appointment or walk-in?  
   [X] Appointment
   [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

_________________________________________________________________
_________________________________________________________________
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beaver Creek Branch Library
- ☐ Beavercreek Senior Center
- ☑ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: **Walk-in**

3. Did you have an appointment or walk-in?
   - ☐ Appointment
   - ☑ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions: **Great Job thank you alot**
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: online

3. Did you have an appointment or walk-in?
   - [ ] Appointment
   - [x] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [X] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ____________________________

3. Did you have an appointment or walk-in?
   - [ ] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beaver Creek Branch Library  ☐ Beavercreek Senior Center  ☐ Community Action Partnership
☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center
☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church
☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center
☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: YES website

3. Did you have an appointment or walk-in?
☐ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Experience</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions: Very insightful. I appreciate the help!
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Beavercreek Branch Library</td>
<td>☐ Beavercreek Senior Center</td>
<td>☑ Community Action Partnership</td>
</tr>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: Workforce CAP

3. Did you have an appointment or walk-in?

☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________

__________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Electra C. Doren Branch Library
- [ ] Dayton Christian Center
- [ ] The Job Center
- [ ] Greene County Xenia Library
- [ ] Northwest Branch Library
- [ ] Miamisburg Senior Center
- [ ] Trotwood VITA at Summit Christian Church
- [ ] Beavercreek Senior Center
- [ ] Fairborn Senior Center
- [ ] St. Paul United Methodist Church
- [ ] Wesley Community Center
- [x] Community Action Partnership

2. How did you hear about the VITA Program: [ ] It's been 10 yrs or more

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:


Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:  
   [ ] Grand Rapids  
   [ ] Last Year  
   [x] Yes

3. Did you have an appointment or walk-in?
   [x] Appointment  
   [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>[ ]</td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[x]</td>
<td></td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[x]</td>
<td></td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[x]</td>
<td></td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[ ]</td>
<td></td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

____________________________________________________________________________________

____________________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beaver Creek Branch Library
- ☐ Beaver Creek Senior Center
- ☑ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Friend

3. Did you have an appointment or walk-in?

☒ Appointment
☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beavercreek Branch Library
- ☐ Beavercreek Senior Center
- ☐ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Facebook

3. Did you have an appointment or walk-in?
   - ☑ Appointment
   - ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Very thankful for this program.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th></th>
<th>Beavercreek Branch Library</th>
<th>Beavercreek Senior Center</th>
<th>Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Daytorn Christian Center</td>
<td>Electra C. Doren Branch</td>
<td>Fairborn Senior Center</td>
</tr>
<tr>
<td></td>
<td>Greene County Xenia Library</td>
<td>The Job Center</td>
<td>St. Paul United Methodist</td>
</tr>
<tr>
<td></td>
<td>Miamisburg Senior Center</td>
<td>Northwest Branch Library</td>
<td>Wesley Community Center</td>
</tr>
<tr>
<td></td>
<td>Dayton Children Hospital</td>
<td>Trotwood VITA at Summit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: **Walk In** Prior Year

3. Did you have an appointment or walk-in?
   ✔ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Not Sure

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- □ Beavercreek Branch Library
- □ Beavercreek Senior Center
- □ Community Action Partnership
- □ Dayton Christian Center
- □ Electra C. Doren Branch Library
- □ Fairborn Senior Center
- □ Greene County Xenia Library
- □ The Job Center
- □ St. Paul United Methodist Church
- □ Miamisburg Senior Center
- □ Northwest Branch Library
- □ Wesley Community Center
- □ Dayton Children Hospital
- □ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Community Action Partnership

3. Did you have an appointment or walk-in?

- □ Appointment
- □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

   - ☐ Beaver Creek Branch Library
   - ☐ Beaver Creek Senior Center
   - ☑ Community Action Partnership
   - ☐ Dayton Christian Center
   - ☐ Electra C. Doren Branch Library
   - ☐ Fairborn Senior Center
   - ☐ Greene County Xenia Library
   - ☐ The Job Center
   - ☐ St. Paul United Methodist Church
   - ☐ Miamisburg Senior Center
   - ☐ Northwest Branch Library
   - ☐ Wesley Community Center
   - ☐ Dayton Children Hospital
   - ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [Mother]

3. Did you have an appointment or walk-in?
   - ☑ Appointment
   - ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
   All the agents are very personable and nice.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beaver Creek Branch Library  ☐ Beaver Creek Senior Center  ☑ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Co-Worker

3. Did you have an appointment or walk-in?

☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

My agent was very nice and personnale and I like coming here every year.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [Friend]

3. Did you have an appointment or walk-in?
- [ ] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

[I will return for next tax season.]

[Signature]
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- Beavercreek Branch Library
- Beavercreek Senior Center
- Community Action Partnership
- Dayton Christian Center
- Electra C. Doren Branch Library
- Fairborn Senior Center
- Greene County Xenia Library
- The Job Center
- St. Paul United Methodist Church
- Miamisburg Senior Center
- Northwest Branch Library
- Wesley Community Center
- Dayton Children Hospital
- Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [Scopes]

3. Did you have an appointment or walk-in?
   - [ ] Appointment
   - [x] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
   [Scopes]

   Yes very patient with me being my first
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ☑ TV

3. Did you have an appointment or walk-in?
- [x] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________

________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- □ Beaver Creek Branch Library
- □ Fairborn Senior Center
- □ Dayton Christian Center
- □ Electra C. Doren Branch Library
- □ The Job Center
- □ St. Paul United Methodist Church
- □ Greene County Xenia Library
- □ The Job Center
- □ St. Paul United Methodist Church
- □ Miamisburg Senior Center
- □ Northwest Branch Library
- □ Wesley Community Center
- □ Dayton Children Hospital
- □ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Community Action

3. Did you have an appointment or walk-in?
   - □ Appointment
   - □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

______________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beaver Creek Branch Library | ☐ Beaver Creek Senior Center | ☐ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: [D]ear [i]sister

3. Did you have an appointment or walk-in?  ☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

______________________________________________________________

______________________________________________________________

______________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beavercreek Branch Library  ☐ Beavercreek Senior Center  ☑ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: parents been coming for years

3. Did you have an appointment or walk-in?
   ☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Great Service as always ☺
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- Beavercreek Branch Library
- Beavercreek Senior Center (X)
- Community Action Partnership
- Dayton Christian Center
- Electra C. Doren Branch Library
- Fairborn Senior Center
- Greene County Xenia Library
- The Job Center
- St. Paul United Methodist Church
- Miamisburg Senior Center
- Northwest Branch Library
- Wesley Community Center
- Dayton Children Hospital
- Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: CAP

3. Did you have an appointment or walk-in?
   - Appointment (X)
   - Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

   □ Beaver Creek Branch Library
   □ Beaver Creek Senior Center
   X Community Action Partnership

   □ Dayton Christian Center
   □ Electra C. Doren Branch Library
   □ Fairborn Senior Center

   □ Greene County Xenia Library
   □ The Job Center
   □ St. Paul United Methodist Church

   □ Miamisburg Senior Center
   □ Northwest Branch Library
   □ Wesley Community Center

   □ Dayton Children Hospital
   □ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ___________

   Been Before

3. Did you have an appointment or walk-in?
   □ Appointment
   □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

_________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beaver Creek Branch Library
- ☐ Beaver Creek Senior Center
- ☑ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: The HelpLink line

3. Did you have an appointment or walk-in?
☒ Appointment ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [WORKED WITH LAST YEAR]

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[✓]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
   [WORKED HARD ON GETTING JOB DONE]
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamicburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: **AAAAP**

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

**Robert E. Sparks**
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. **Choose a VITA location:**

<table>
<thead>
<tr>
<th>☐ Beaver Creek Branch Library</th>
<th>☐ Beaver Creek Senior Center</th>
<th>☒ Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. **How did you hear about the VITA Program:**

3. **Did you have an appointment or walk-in?**

☐ Appointment

☐ Walk-in

4. **Check the box that best describes your experience:**

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. **Other Comments or Suggestions:**

__________________________________________________________________________________________

__________________________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th>□ Beaver Creek Branch Library</th>
<th>□ Beaver Creek Senior Center</th>
<th>☑ Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Dayton Christian Center</td>
<td>□ Electra C. Doren Branch Library</td>
<td>□ Fairborn Senior Center</td>
</tr>
<tr>
<td>□ Greene County Xenia Library</td>
<td>□ The Job Center</td>
<td>□ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>□ Miamisburg Senior Center</td>
<td>□ Northwest Branch Library</td>
<td>□ Wesley Community Center</td>
</tr>
<tr>
<td>□ Dayton Children Hospital</td>
<td>□ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: Family

3. Did you have an appointment or walk-in?

☑ Appointment  □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- Beavercreek Branch Library
- Beavercreek Senior Center
- Community Action Partnership
- Dayton Christian Center
- Electra C. Doren Branch Library
- Fairborn Senior Center
- Greene County Xenia Library
- The Job Center
- St. Paul United Methodist Church
- Miamisburg Senior Center
- Northwest Branch Library
- Wesley Community Center
- Dayton Children Hospital
- Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Have used the service for several years

3. Did you have an appointment or walk-in?
- Appointment
- Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
I am grateful for VITA! It makes my life more manageable not having to pay.
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- □ Beaver Creek Branch Library
- □ Beaver Creek Senior Center
- ☑ Community Action Partnership
- □ Dayton Christian Center
- □ Electra C. Doren Branch Library
- □ Fairborn Senior Center
- □ Greene County Xenia Library
- □ The Job Center
- □ St. Paul United Methodist Church
- □ Miamisburg Senior Center
- □ Northwest Branch Library
- □ Wesley Community Center
- □ Dayton Children Hospital
- □ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ☑

3. Did you have an appointment or walk-in?
- ☑ Appointment
- □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
Volunteers ARE very friendly and explain every thing they do.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beaver Creek Branch Library | ☐ Beaver Creek Senior Center | ☒ Community Action Partnership |
| ☐ Dayton Christian Center    | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center               | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center   | ☐ Northwest Branch Library     | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital   | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: **Friends**

3. Did you have an appointment or walk-in?
   ☒ Appointment
   ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions: **He was very helpful.**
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver creek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: My parents/ONLINE

3. Did you have an appointment or walk-in?
- [x] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[x]</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Thomas was knowledgeable, helpful and has a great sense of humor.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beavercreek Branch Library  ☐ Beavercreek Senior Center  ☑ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☑ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Our Daughter Told Us

3. Did you have an appointment or walk-in?

☒ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Area</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✦</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td>✦</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✦</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✦</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✦</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✦</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Excellent job. Thank you!
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beavercreek Branch Library
- ☐ Beavercreek Senior Center
- ☑ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:  

3. Did you have an appointment or walk-in?
   ☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

_________________________________________________________________________
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Beaver Creek Branch Library</td>
<td>☐ Beavercreek Senior Center</td>
<td>☑ Community Action Partnership</td>
</tr>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: Internet

3. Did you have an appointment or walk-in?
   ☐ Appointment ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Excellent! Very grateful for this help!
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beaver Creek Branch Library
- ☐ Beaver Creek Senior Center
- ☑ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ____________

3. Did you have an appointment or walk-in?
   - ☑ Appointment
   - ☐ Walk-in

4. Check the box that best describes your experience:

```
<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
```

5. Other Comments or Suggestions:
   - There was issues scheduling only one day by phone. Only one time.
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: **Friend**

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

______________________________________________________________________
______________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

<table>
<thead>
<tr>
<th>☐ Beaver Creek Branch Library</th>
<th>☐ Beaver Creek Senior Center</th>
<th>☑ Community Action Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Dayton Christian Center</td>
<td>☐ Electra C. Doren Branch Library</td>
<td>☐ Fairborn Senior Center</td>
</tr>
<tr>
<td>☐ Greene County Xenia Library</td>
<td>☐ The Job Center</td>
<td>☐ St. Paul United Methodist Church</td>
</tr>
<tr>
<td>☐ Miamisburg Senior Center</td>
<td>☐ Northwest Branch Library</td>
<td>☐ Wesley Community Center</td>
</tr>
<tr>
<td>☐ Dayton Children Hospital</td>
<td>☐ Trotwood VITA at Summit Christian Church</td>
<td></td>
</tr>
</tbody>
</table>

2. How did you hear about the VITA Program: [Other]

3. Did you have an appointment or walk-in?
   - ☐ Appointment
   - ☑ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

   Great Place to go.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| □ Beaver Creek Branch Library | □ Beaver Creek Senior Center | □ Community Action Partnership |
| □ Dayton Christian Center | □ Electra C. Doren Branch Library | □ Fairborn Senior Center |
| □ Greene County Xenia Library | □ The Job Center | □ St. Paul United Methodist Church |
| □ Miamisburg Senior Center | □ Northwest Branch Library | □ Wesley Community Center |
| □ Dayton Children Hospital | □ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: Relative

3. Did you have an appointment or walk-in?
   ✔ Appointment  □ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Thank You!
Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:  
   [Radio]

3. Did you have an appointment or walk-in?  
   - [ ] Appointment
   - [x] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td>[Yes]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[Yes]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[Yes]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[Yes]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[Yes]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

   Every thing was done very professionally and the volunteer was very helpful.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beavercreek Branch Library  ☐ Beavercreek Senior Center  ☐ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: __________________________

3. Did you have an appointment or walk-in?

☐ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: repeat customer

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-In

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Overall Quality of Service</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td><img src="https://example.com" alt="✓" /></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td><img src="https://example.com" alt="✓" /></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td><img src="https://example.com" alt="✓" /></td>
<td><img src="https://example.com" alt="✓" /></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td><img src="https://example.com" alt="✓" /></td>
<td><img src="https://example.com" alt="✓" /></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td><img src="https://example.com" alt="✓" /></td>
<td><img src="https://example.com" alt="✓" /></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td><img src="https://example.com" alt="✓" /></td>
<td><img src="https://example.com" alt="✓" /></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
   - Re-vamp website to make it more user friendly;
   - attempted to use it to schedule appt; wasn't as easy
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beavercreek Branch Library | ☐ Beavercreek Senior Center | ☑ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: ______________________________

3. Did you have an appointment or walk-in?
☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beavercreek Branch Library
- ☐ Beavercreek Senior Center
- ☒ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:  
   [ ] Family
   [ ] Friend
   [ ] Fellow Volunteer
   [ ] Advertisement
   [ ] Newsletter
   [ ] Other
   [ ] [Type Other]

3. Did you have an appointment or walk-in?
   ☑ Appointment
   [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Service</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

____________________________________________________________________
____________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- Beavercreek Branch Library
- Beavercreek Senior Center
- Community Action Partnership
- Dayton Christian Center
- Electra C. Doren Branch Library
- Fairborn Senior Center
- Greene County Xenia Library
- The Job Center
- St. Paul United Methodist Church
- Miamisburg Senior Center
- Northwest Branch Library
- Wesley Community Center
- Dayton Children Hospital
- Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [ ] I have used the services before

3. Did you have an appointment or walk-in?
- [ ] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beaver Creek Branch Library
- ☐ Beavercreek Senior Center
- ☐ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: ____________________________

3. Did you have an appointment or walk-in?
- ☑️ Appointment
- ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- ☐ Beaver Creek Branch Library
- ☐ Beaver Creek Senior Center
- ☑ Community Action Partnership
- ☐ Dayton Christian Center
- ☐ Electra C. Doren Branch Library
- ☐ Fairborn Senior Center
- ☐ Greene County Xenia Library
- ☐ The Job Center
- ☐ St. Paul United Methodist Church
- ☐ Miamisburg Senior Center
- ☐ Northwest Branch Library
- ☐ Wesley Community Center
- ☐ Dayton Children Hospital
- ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Last Year Call for Appointment

3. Did you have an appointment or walk-in?
- ☑ Appointment
- ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:
I thank God for Community Action Partnership. Thank you again.
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beavercreek Branch Library
- [ ] Beavercreek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: Used it last year

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beaver Creek Branch Library  ☐ Beaver Creek Senior Center  ☑ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:  Have been using this resource for several years. Learned about VITA thru Community education.

3. Did you have an appointment or walk-in?  ☑ Appointment ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

| ☐ Beaver Creek Branch Library | ☐ Beaver Creek Senior Center | ☑ Community Action Partnership |
| ☐ Dayton Christian Center | ☐ Electra C. Doren Branch Library | ☐ Fairborn Senior Center |
| ☐ Greene County Xenia Library | ☐ The Job Center | ☐ St. Paul United Methodist Church |
| ☐ Miamisburg Senior Center | ☐ Northwest Branch Library | ☐ Wesley Community Center |
| ☐ Dayton Children Hospital | ☐ Trotwood VITA at Summit Christian Church |

2. How did you hear about the VITA Program: LORI HENSLER

3. Did you have an appointment or walk-in?  ☑ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

Every thing that was done was very quick and very professional
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

☐ Beavercreek Branch Library  ☐ Beavercreek Senior Center  ☐ Community Action Partnership

☐ Dayton Christian Center  ☐ Electra C. Doren Branch Library  ☐ Fairborn Senior Center

☐ Greene County Xenia Library  ☐ The Job Center  ☐ St. Paul United Methodist Church

☐ Miamisburg Senior Center  ☐ Northwest Branch Library  ☐ Wesley Community Center

☐ Dayton Children Hospital  ☐ Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program:  

3. Did you have an appointment or walk-in?

☐ Appointment  ☐ Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling (skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

______________________________

______________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- Beavercreek Branch Library
- Beavercreek Senior Center
- Community Action Partnership
- Dayton Christian Center
- Electra C. Doren Branch Library
- Fairborn Senior Center
- Greene County Xenia Library
- The Job Center
- St. Paul United Methodist Church
- Miamisburg Senior Center
- Northwest Branch Library
- Wesley Community Center
- Dayton Children Hospital
- Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [Mom]

3. Did you have an appointment or walk-in?
   - [X] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

- Overall Quality of Service
- Appointment Scheduling (skip if walk-in)
- Hours of Operation
- Professionalism & Courtesy of Volunteer
- Knowledge of Volunteer
- Services Met Your Expectations

5. Other Comments or Suggestions:

__________________________________________________________________________

__________________________________________________________________________
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [x] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [ ] Previous Years

3. Did you have an appointment or walk-in?
- [x] Appointment
- [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

"Tom Miller (tax prep) and Brian (desk) were very helpful to me, even through complications. Thank you!!"
Volunteer Income Tax Assistance Program - VITA
2020 Customer Satisfaction Survey
[2019 Tax Year]

Thank you for the opportunity to serve you! Please help us by taking a moment to give feedback on the service you received today. Complete this form or use the QR Code below to complete online.

1. Choose a VITA location:

- [ ] Beaver Creek Branch Library
- [ ] Beaver Creek Senior Center
- [ ] Community Action Partnership
- [ ] Dayton Christian Center
- [ ] Electra C. Doren Branch Library
- [ ] Fairborn Senior Center
- [ ] Greene County Xenia Library
- [ ] The Job Center
- [ ] St. Paul United Methodist Church
- [ ] Miamisburg Senior Center
- [ ] Northwest Branch Library
- [ ] Wesley Community Center
- [ ] Dayton Children Hospital
- [ ] Trotwood VITA at Summit Christian Church

2. How did you hear about the VITA Program: [Mother has been coming here for years]

3. Did you have an appointment or walk-in?
   - [x] Appointment
   - [ ] Walk-in

4. Check the box that best describes your experience:

<table>
<thead>
<tr>
<th></th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Quality of Service</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment Scheduling</td>
<td></td>
<td></td>
<td>[x]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(skip if walk-in)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism &amp; Courtesy of Volunteer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Volunteer</td>
<td>[x]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Met Your Expectations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Other Comments or Suggestions:

__________________________________________________________
Participation in Opioid Settlement

Authorization is requested to execute the attached OneOhio Subdivision Participation Form. This is authorization to be part of the proposed OneOhio Opioid Settlement with three opioid distributors: McKesson, AmerisourceBergen, and Cardinal Health. The amount of the settlement is unknown at this time and depends on the number of other political subdivisions that agree to participate. Further approval will be required if and when the settlement is finalized.

The Participation Form must be signed and returned no later than August 13, 2021.

The Department of Law has reviewed and approved the Participation Form. Commission Approval is required.
OneOhio Subdivision Participation Form

Governmental Entity: City of Dayton, Ohio
Authorized Official: Shelley Dickstein, City Manager
Address 1: Dayton City Hall
Address 2: 101 W. Third St.
City, State, Zip: Dayton, OH 45402
Phone: (937) 333-3611
Email: Shelley.Dickstein@Daytonohio.gov

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("National Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.

2. The Governmental Entity’s election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.

3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Madison County Court of
Common Please where the Consent Judgment is filed for purposes limited to the court’s
role as provided in, and for resolving disputes to the extent provided in, the material
terms of the National Distributor Settlement Agreement. If the National Distributor
Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the
National Arbitration Panel as provided in, and for resolving disputes to the extent
otherwise provided in the National Distributor Settlement.

8. The Governmental Entity has the right to enforce the material terms of the National
Distributor Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for
all purposes in the material terms of the National Distributor Settlement, including, but
not limited to, all provisions of Part XI, and along with all departments, agencies,
divisions, boards, commissions, districts, instrumentalities of any kind and attorneys,
and any person in their official capacity elected or appointed to serve any of the
foregoing and any agency, person, or other entity claiming by or through any of the
foregoing, and any other entity identified in the definition of Releasor, provides for a
release to the fullest extent of its authority. As a Releasor, the Governmental Entity
hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim,
or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to
establish liability for any Released Claims against any Released Entity in any forum
whatsoever. The releases provided for in the material terms of the National Distributor
Settlement are intended by the Parties to be broad and shall be interpreted so as to give
the Released Entities the broadest possible bar against any liability relating in any way
to Released Claims and extend to the full extent of the power of the Governmental
Entity to release claims. The material terms of National Distributor Settlement shall be a
complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating
Subdivision consistent with the material terms of the National Distributor Settlement.

11. In connection with the releases provided for in the material terms of the National
Distributor Settlement, each Governmental Entity expressly waives, releases, and
forever discharges any and all provisions, rights, and benefits conferred by any law of
any state or territory of the United States or other jurisdiction, or principle of common
law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code,
which reads:

    General Release; extent. A general release does not extend to claims
that the creditor or releasing party does not know or suspect to exist in
his or her favor at the time of executing the release, and that if known by
him or her would have materially affected his or her settlement with the
debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it
knows, believes, or assumes to be true with respect to the Released Claims, but each
Governmental Entity hereby expressly waives and fully, finally, and forever settles,
releases and discharges, upon the Effective Date, any and all Released Claims that may
exist as of such date but which Releasors do not know or suspect to exist, whether
through ignorance, oversight, error, negligence or through no fault whatsoever, and
which, if known, would materially affect the Governmental Entities’ decision to
participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National
Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the
requisite Litigating Government participation level. If the National Settlement becomes
effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement
and will control with regard to all provisions except for Dismissal of Claims as set forth in the
Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor
Settlement will control. To the extent this Participation Form is interpreted differently from the
Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement
controls.

I have all necessary power and authorization to execute this Participation Form on
behalf of the Governmental Entity and have been afforded the opportunity to review this
matter with counsel.

Signature: ____________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

APPROVED AS TO FORM AND
CORRECTNESS:

City Attorney

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

_______________________________. 2021

Min. / Bk. _________ Pg. _______

Clerk of the Commission
City Manager’s Report

From 3220 - Aviation/AP Facilities & Ops Terminal
Supplier, Vendor, Company, Individual
Name Regional Air Pollution Control Agency (RAPCA)
Address 117 South Main Street
Dayton, OH 45422-1280

Date August 11, 2021
Expense Type Payment of Voucher
Total Amount $4,225.00

Fund Source(s) Fund Code(s) Fund Amount(s)
Aviation Operating 51000-3220-1159-43 $4,225.00

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

Description

Payment of Voucher- 2020 Air Pollution County Maintenance Fees

The Department of Aviation requests approval for a payment of voucher in the amount of $4,225.00 in connection with the Regional Air Pollution Control Agency (RAPCA) for 2020 Air Pollution County Maintenance Fees. These fees are based on the air permitted emissions units, such as the Emergency Generators, Incinerator and Fuel Farms at the Dayton International Airport. RAPCA receives state and federal funding for the air program which requires a local match. The local match is mostly made up of industrial user fees. The fees originated in 2019 and anyone with an air permit or subject to state industrial air regulations in RAPCA’s six counties, Montgomery, Darke, Clark, Greene, Miami, and Preble, will be invoiced a local user fee.

This Fee was included in the 2019, 2020, and 2021 Aviation Operating Budgets. Although included in the 2021 budget, a purchase order was not requested prior to receiving the invoice. To remedy this oversight, the Regional Air Pollution Control Agency has been added to the list of required Airport Operations Purchase Orders requested at the beginning of every new year.

The funding source is the Aviation Operating Fund.

A Copy of the Invoice and Certificate of Funds are attached for your review and approval.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

[ ] New Contract

[ ] Renewal Contract

[ ] Change Order:

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>09/30/21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original Commission Approval</th>
<th>$ 4,225.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Encumbrance</td>
<td>$ 4,225.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original CT/CF Increase Encumbrance</th>
<th>$ -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Required Documentation**

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$ 4,225.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: 51000 - 3220 - 1159 - 43 - XXXX - XXXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fund</td>
</tr>
<tr>
<td></td>
<td>Org</td>
</tr>
<tr>
<td></td>
<td>Acct</td>
</tr>
<tr>
<td></td>
<td>Prog</td>
</tr>
<tr>
<td></td>
<td>Act</td>
</tr>
<tr>
<td></td>
<td>Loc</td>
</tr>
</tbody>
</table>

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

Attach additional pages for more FOAPALs

**Vendor Information**

Vendor Name: Regional Air Pollution Control Agency

Vendor Address: 117 South Main Street Dayton OH 45422-1280

Street City State Zipcode + 4

Federal ID: 316000172

Commodity Code: 91843

Purpose: Air emission administration fees for 2020 Invoice dated 4/30/2021.

Contact Person: Mike Cross

Aviation/Planning & Engineering Manager

7/27/2021

Department/Division

Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

8/3/2021

Date

CF Prepared by

8/3/21

Date

Finance Department

October 18, 2011

CT21-3084

CT21-3083
INVOICE

To: MICHAEL CROSS
DAYTON INTERNATIONAL AIRPORT
3600 TERMINAL DRIVE
SUITE 500
VANDALIA, OH 45377

Date: 4/30/2021
Invoice: EHR21-57-0653

<table>
<thead>
<tr>
<th>2020 Air Pollution County Maintenance Fees</th>
<th>Fee amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAYTON INTERNATIONAL AIRPORT</td>
<td>$4,225</td>
</tr>
<tr>
<td>See the attached page for detailed facility information</td>
<td></td>
</tr>
</tbody>
</table>

*Fee amount is based on the facility operating status as of December 31, 2020. See the Fee FAQs for more information.

Make all checks payable to:
Public Health Dayton & Montgomery County

Payments can be made online at https://payments.lexisnexus.com/oh/co/daytonmontgomery/rapca. Customers using this site will be charged a non-refundable processing fee of the greater of $2.50 or 4.5% for credit card payments or $1.50 for electronic check payments. Credit card payments can also be made by contacting RAPCA directly. The same credit card processing fees apply to phone payments. Due to limited staffing, the best way to contact us is via email at fees@rapca.org.


If this invoice should be sent to a different person in your organization, please email us at fees@rapca.org and include the contact information for the appropriate staff member. Thank you.

Date: 4/30/2021
Invoice: EHR21-57-0653
Amount Due: $4,225

DAYTON INTERNATIONAL AIRPORT
3600 TERMINAL DRIVE
SUITE 500
VANDALIA, OH 45377

Cost Center 8105001002
Main Account 43818

OK-MC-6/10/21
<table>
<thead>
<tr>
<th>Facility ID</th>
<th>Facility Name</th>
<th>Facility Address</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0857701271</td>
<td>DAYTON INTERNATIONAL AIRPORT</td>
<td>3600 TERMINAL DRIVE</td>
<td>$4,125.00</td>
</tr>
<tr>
<td>0857171786</td>
<td>ALAMO RENT-A-CAR</td>
<td>3340 VALET DR</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
AN ORDINANCE

Authorizing the Purchase of Real Estate Located at 204, 222, and 250 Salem Avenue, and Declaring an Emergency.

WHEREAS, It is found to be in the best interest of the City of Dayton to acquire the real estate hereinafter described for recreational purposes and as part of the Salem Avenue Reconstruction Phase 2 Project; and

WHEREAS, The City of Dayton is in receipt of an offer from the party named herein to convey the real estate hereinafter described to the City of Dayton, for the sum on money and upon the terms and conditions more fully set forth in the offer attached to the original of this ordinance on file in the Office of the Clerk of the Commission; and

WHEREAS, The timely completion of the urban renewal area requires that the subject real estate be purchased without delay, and it is therefore necessary for the immediate preservation of the public peace, property, health and safety that this ordinance take effect at the earliest possible date, for the reason that the offer contains an expiration date within which the City must exercise its acceptance, the delay of which may jeopardized the City’s ability to purchase the real estate at the lowest possible price; now, therefore,

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

Section 1. That the offer to sell the real estate described in this Section 1 is accepted. The City Manager is authorized to accept a general warranty deed from said seller, conveying said real estate to the City of Dayton, subject to the terms and conditions stated in the offer.

Senior Resource Connection Purchase and Sale Agreement

Address: 222 Salem Avenue
Legal description: See attached Exhibit “A”
Owner: Senior Resource Connection
Purchase Price: $16,060.00
Auditor’s Parcel No. R72 07408 0017, R72 07408 0018, and R72 07408 0019,
July 27, 2021

To: Shelley Dickstein
   City Manager

From: Joseph Weinel, Chief Engineer
       Division of Civil Engineering

Subject: Ordinance for the Authorization to Purchase Property.

Attached is the Ordinance authorizing the purchase of interest in Parcels 75WD & T located at 204, 222 and 250 Salem Avenue in connection with the Salem Avenue Reconstruction Phase 2 Project. The property is being purchased from Senior Resource Connection, in the amount of $16,060.00. Please present the Ordinance as an emergency to the City Commission for their action at the August 11, 2021 meeting.

Also attached is copy of the Contract for Sale and Purchase of Real Property.

If you have any questions, please contact me at extension 4218.

Attachments

Copy: Mr. Stovall
CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 75 WD, T
MOT-Salem Avenue Recon-Phase 2

This Agreement is by and between the City of Dayton [“Purchaser”] and Senior Resource Connection [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of $16,060.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) *other items*.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used
with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. **Limited Access Parcels - Waiver of Abutters’ Rights**

   If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters’ rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. **Supplemental Instruments**

   Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. **Warranty of Title**

   Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. **Elimination of Others’ Interests**

   Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.
Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee’s mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term “fails to cooperate” shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee’s mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforesaid, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser’s acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that
Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. **Physical Possession of Structures Occupied by Seller**
    Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. **Control of Property Occupied by Seller’s Tenant(s)**
    Control of property occupied by Seller’s tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller’s tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. **Binding Agreement**
    Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. **Multiple Originals**
    This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. **Entire Agreement**
    This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. **Amendments and Modifications**
    No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.
IN WITNESS WHEREOF, the parties hereto, namely the City of Dayton and Senior Resource Connection have executed this Agreement on the date(s) indicated immediately below their respective signatures.

SENIOR RESOURCE CONNECTION

By: [Signature]

Date: [Date]

STATE OF OHIO, COUNTY OF Montgomery ss:

BE IT REMEMBERED, that on the 10th day of June, 2021, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Charles E. Komp, who acknowledged being the owner/representative and duly authorized agent of Senior Resource Connection and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Charles E. Komp with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]
CAITLYNN M. NAGLE
CAITLYNN M. NAGLE
NOTARY PUBLIC
My Commission expires: 11/4/2023
City of Dayton

________________________________

Date: __________________________________________

STATE OF OHIO, COUNTY OF __________ SS:

BE IT REMEMBERED, that on the __________ day of __________, ________, before me the subscriber, a Notary Public in and for said state and county, personally came the above named ____________________________ the ____________________________ and duly authorized representative of City of Dayton, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Dayton.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

________________________________________
NOTARY PUBLIC
My Commission expires: __________
EXHIBIT A

PARCEL 75-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

|Surveyor's description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot No. 17 as shown on P. P. Lowe’s Plat in Plat Book 3 page 47 and being described in a deed to Senior Resource Connection in I.R. Deed 05-070741 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 302+20.64–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52–A of plat records of Montgomery County, Ohio (IR Plat 235, Page 52–A);

Thence South 34° 29’ 58” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 250.65 feet to a point;

Thence South 55° 30’ 02” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to an iron set on the southerly right of way of Berm Street and being the True Place of Beginning of the parcel herein described;

Thence South 89° 51’ 35” East, following the southerly right of way of Berm Street, for a distance of 9.12 feet to the intersection with the westerly right of way of Salem Avenue;
EXHIBIT A

Thence South 34° 29' 58" East, following the westerly right of way of Salem Avenue, for a distance of 259.01 feet to the southeasterly corner of said Lot 17;

Thence North 89° 51' 35" West, continuing along said right of way for a distance of 9.13 feet to an iron pin set;

Thence North 34° 29' 58" West, passing through said Lot 17, for a distance of 258.99 feet to the True Place of Beginning and containing 1,945 square feet or 0.045 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07408 0017: 0.010 acres
Parcel No. R72 07408 0018: 0.012 acres
Parcel No. R72 07408 0019: 0.023 acres

All iron pin set are 5/8" x 30" rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]
08/07/20

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE: 9/24/20 FILE NO. 2020-0266
BY [Signature]
EXHIBIT A

PARCEL 75-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot No. 17 and 18 as shown on P. P. Lowe's Plat in Plat Book 3 page 47 and being described in a deed to Senior Resource Connection in I.R. Deed 05-070741 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 302+20.64--0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 236, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 201 - 135103);

Thence South 34° 29' 58" East, following the centerline of survey and right of way of Salem Avenue, for a distance of 250.65 feet to a point;

Thence South 55° 30' 02" West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the southerly right of way of Berm Street and being the True Place of Beginning of the parcel herein described;

Thence South 34° 29' 58" East, passing through said Lots 17 and 18, for a distance of 313.71 feet to the northerly line of a 0.818 acre tract as described in a deed to Institute of Management and Resources, Inc. in I.R. Deed 10-033706;

Thence South 89° 55' 20" West, following the northerly line of said 0.818 acre tract, for a distance of 6.81 feet to a point;
EXHIBIT A

LPA RX 887 T

Revised 07/09

Thence North 34° 20’ 51” West, passing through said Lot 18 and 17, for a distance of 282.79 feet to a point;
Thence South 88° 40’ 28” West, continuing through said Lot 17, for a distance of 6.65 feet to a point;
Thence continuing through said Lot along the arc of a curve to right, having a radius of 6.50 feet, a delta of 92° 05’ 23” , a chord bearing North 45° 16’ 50” West, a chord distance of 9.38 feet, for an arc length of 10.45 feet to a point;
Thence North 00° 45’ 51” East, continuing through said Lot, for a distance of 18.64 feet to the southerly right of way of Berm Street;
Thence South 89° 51’ 35” East, following the southerly right of way of Berm Street, for a distance of 1.73 feet to the True Place of Beginning and containing 1,741 square feet or 0.0400 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07408 0017: 0.0093 acres
Parcel No. R72 07408 0018: 0.0078 acres
Parcel No. R72 07408 0019: 0.0159 acres
Parcel No. R72 07408 0023: 0.0070 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
A RESOLUTION

Repealing Resolution No. 6584-21, Authorizing the Acceptance of a Grant Award from JumpStart, Inc. in the Amount of Twenty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($27,250.00), and Declaring an Emergency.

WHEREAS, The City of Dayton administers a Minority Business Assistance Center (MBAC) program to provide counseling, training, business development, strategic management, and technical assistance to minority, socially and economically disadvantaged business community located in Montgomery, Greene, Miami, Preble, Darke, Butler, Clark, Mercer, Auglaize, Shelby, Logan, Champaign, and Madison Counties; and

WHEREAS, JumpStart, Inc. awarded a one-time grant to the Dayton Collaborative (consisting of the Dayton Area Chamber of Commerce MBP, Greater Dayton Minority Business Assistance Center (MBAC), and Wesley Center). To fulfill the grant objectives, JumpStart, Inc. has approved a disbursement totaling Twenty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($27,250.00) to MBAC to support the operations of the provider in the execution of the grant; and

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

WHEREAS, The amount authorized in Resolution No. 6584-21 has changed and therefore that resolution should be repealed and replaced with this resolution; and

WHEREAS, To provide for the timely acceptance of the grant funds and for the immediate preservation of the public health and safety and the usual operation of City departments it is necessary that this resolution take effect immediately; now, therefore,

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

Section 1. That the City Manager or her designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of up to Twenty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($27,250.00) from Jumpstart, Inc.

Section 2. That Resolution No. 6584-21 is hereby repealed.

Section 3. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION……………………………, 2021

SIGNED BY THE MAYOR…………………………………, 2021

MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of Commission

Approved as to form:

City Attorney
July 29, 2021

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

FROM: Erica Fields, Executive Director  
Human Relations Council

SUBJECT: Jumpstart, Inc. Agreement

Attached is a copy of the above referenced grant, resolution #6584-21, and a resolution with the correct amount. We originally requested permission to accept a grant in the amount of $14,750.00. It was later discovered that this amount was in error and the correct amount is $27,250.00.

This grant was originally approved at the June 9, 2021 Commission meeting.

We request that this resolution be placed on the August 14, 2021 City Managers Calendar.

If you have any questions, please call Joann Wright at x1400 or Joann Mawasha at x1402.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of this 12th day of June 2021, by and between the Dayton Area Chamber of Commerce EPI FOUNDATION ("Chamber"), [Non-Profit] and the CITY OF DAYTON, OHIO ("City"), a municipal corporation in and of the State of Ohio.

WITNESSETH THAT:

WHEREAS; The Dayton Human Relations Council administers the Minority Business Assistance Center (MBAC) program to provide counseling, training, business development, strategic management and technical assistance to Ohio’s minority socially and economically disadvantaged business community; and

WHEREAS; JumpStart Inc. ("JSI") approved a one-time grant of up to $121,000 to the Dayton Collaborative (consisting of the Dayton Area Chamber of Commerce MBP and Dayton Minority Business Assistance Center). This grant is in conjunction with the KeyBank Business Boost and Build program; and

WHEREAS; The grant agreement for the award to the Dayton Collaborative was made to the Dayton Area Chamber of Commerce Education & Public Improvement Foundation (Chamber); and

WHEREAS; To fulfill the grant objectives, the Chamber has approved disbursements to support the operations of the Service Provider(s) in the execution of the Grant. The Dayton Collaborative members’ responsibilities are outlined in the Grant incorporated by reference in Exhibit A; and

WHEREAS; The MBAC was awarded funds in the amount of forty-two thousand dollars and zero cents ($42,000) less fourteen thousand seven hundred fifty dollars ($14,750.00) in 2020 carry-over) for a one-time net distribution of $27,250.00 for business counseling services for the period of January 1, 2021 through June 30, 2021 and,

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, and the City hereby agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or June 30, 2021, whichever date is earlier. The Parties, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY THE CITY

The City shall provide all professional services and materials necessary to complete the Services that are described in Exhibit A, Scope of Services, ("Services"), which is attached hereto and incorporated herein by reference.
ARTICLE 3. COMPENSATION
The total remuneration of this Agreement shall not exceed forty-two thousand dollars and zero cents ($42,000) less fourteen thousand seven hundred fifty dollars ($14,750.00) in 2020 carry-over) for a one-time net distribution of $27,250.00 for all Services provided by the City pursuant to this Agreement and all direct costs and travel expenses incurred.

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

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

ARTICLE 8. CONFIDENTIALITY
Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being “private.” Such information shall be marked “confidential” and/or “proprietary” by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to any third party without the other party’s written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit Chamber’s disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the City.

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by the City as part of the Services shall become the sole and exclusive property of the City. However, Chamber shall have the unrestricted right to their use including but not limited to the reporting required by the Grant (Exhibit A).
City shall retain its rights in pre-existing and standard scripts, databases, computer software, models, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of the City.

ARTICLE 10. TERMINATION

This Agreement may be terminated by the Chamber upon written notice in the event of substantial failure by the City to perform in accordance with the terms of this Agreement. The City shall have fifteen (15) calendar days from the date of the termination notice to submit a plan to cure any performance defects to the Chamber.

Each Party may terminate or suspend performance of this Agreement for its convenience upon giving the non-terminating party thirty (30) days prior written notice. In the event of termination by the Chamber hereunder, the Chamber will pay the City for Services actually provided up to the date of termination and / or the City will refund the Chamber for Services not performed up to the date of termination.

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

COMPANY: Dayton Area Chamber of Commerce EPI Foundation
8 N. Main Street, Suite 100
Dayton, Ohio 45402

City: Dayton Human Relations Council
371 W Second Street, Suite 100
Dayton, Ohio 45402

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

D. EQUAL EMPLOYMENT OPPORTUNITY
Both the City and the Chamber 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 entitled the City to terminate this Agreement at its option.

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

F. SEVERABILITY
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

G. ASSIGNMENT
The Parties shall not assign any rights or duties under this Agreement without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent City from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.
H. THIRD PARTY RIGHTS
Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Chamber.

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

J. INTEGRATION
This Agreement represents the entire and integrated agreement between the City and Chamber. 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, the City and Chamber, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

City Manager

Date: 6-22-21

APPROVED AS TO FORM AND CORRECTNESS:

5/14/2021

DAYTON AREA CHAMBER OF COMMERCE EY FOUNDATION

By:

Title:

X

John Musto for

City Attorney

Signed by Musto, John

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

Min. / Bk. 7-4 Pg.

Clerk of the Commission
EXHIBIT A

Grant Agreement – Dayton Collaborative

(next page)
AMENDMENT OF AGREEMENT

BETWEEN

Jumpstart, Inc

AND

Dayton Area Chamber of Commerce EPI Foundation
This AMENDMENT OF AGREEMENT ("Agreement"), made as of January 1, 2021, is by and between JumpStart Inc at 6701 Carnegie Ave., Cleveland, OH 44103 ("Grantor") and Dayton Area Chamber of Commerce EPI Foundation at 8 North Main Street, STE 100, Dayton, OH 45402 ("Grantee").

WHEREAS, the Parties entered into a Grant Agreement (JSI20-026) on May 7, 2020 ("Original Agreement").

WHEREAS, the Parties hereby agree to extend the term of the Original Agreement according to its terms and conditions and the stipulations stated herein.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged), the Parties agree to the covenants in this Agreement and the term as follows:

- **ORIGINAL AGREEMENT**
  The Original Agreement, which is attached hereto, will end on December 31, 2020.

- **EXTENSION**
  The Parties agree to extend the Original Agreement for a period of 6 months which will commence immediately after the expiration of the original term and will end on June 30, 2021.

- **DUTIES AND RESPONSIBILITIES**
  This Extension will be binding upon both Parties' representatives, successors, and assigns. Furthermore, this Extension, as well as the Original Agreement, will constitute the entire agreement between the Parties.

- **DATA AND OUTCOME METRICS**
  The Parties agree to report and monitor individuals' outcomes who have participated in workforce programs supported by KeyBank Business Boost and Build Programs through December 31, 2020. Additionally, this activity will be submitted to JumpStart during the reporting cycle for June 30, 2021.

- **AGREEMENT**
  The remaining provisions of the Original Agreement remain legally binding, enforceable and effective.
GRANT AMENDMENT OF AGREEMENT JSI20-026 BETWEEN
JUMPSTART INC. AND DAYTON AREA CHAMBER OF COMMERCE EDUCATION IMPROVEMENT
FOUNDATION (EPI)

The grant to your organization is for the explicit purpose(s) described below and is subject to your
acceptance of the following conditions. To acknowledge this agreement, to accept the grant and to be
eligible to receive the funds referenced below, please return one signed copy of this agreement to the
office via email to inclusion@jumpstartinc.org with a cc to your point of contact at
gloria.ware@jumpstartinc.org.

DECISION DATE: January 1, 2021  Grant#: JSI20-026

GRANTEE – LEAD ORGANIZATION: Dayton Area Chamber of Commerce EPI Foundation

CONTACT: Belinda Matthews-Stenson

AMOUNT: $121,000

GRANT EXTENSION PERIOD: BEGIN DATE: 1/1/2021  END DATE: 6/30/2021

ORIGINAL GRANT PURPOSE: Small business assistance with focus on MWBE support.

PAYMENT SCHEDULE:
1st Tranche - On or about December 11, 2020 $66,000.00
2nd Tranche - On or about March 1, 2021 $55,000.00

Please sign this GRANT AMENDMENT AGREEMENT and promptly return it to JumpStart Inc. indicating
your acceptance of the Grant.

In signing this document, the signatories acknowledge that they have been authorized by the Grantee
agency to sign on its behalf and that they have read, understand and agree to the award letter, GRANT
AGREEMENT SUMMARY, and TERMS AND CONDITIONS OF GRANT

__________________________________________________________________________   __________
Executive Officer                                      Date

GRANTEE INFORMATION
Org Name
Address 1
Address 2

Organization EIN
<table>
<thead>
<tr>
<th>Summary Request</th>
<th>Carry Over</th>
<th>2021 Request</th>
<th>Net Request</th>
<th>Program Priorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ecosystem Initiatives</td>
<td>$</td>
<td>$ 15,000.00</td>
<td>$ 15,000.00</td>
<td>Claritas/ Kauffman</td>
</tr>
<tr>
<td>Ecosystem Initiatives</td>
<td>$</td>
<td>$ 15,000.00</td>
<td>$ 15,000.00</td>
<td>Top 10 Accelerator</td>
</tr>
<tr>
<td>MBAC</td>
<td>$ 14,750.00</td>
<td>$ 42,000.00</td>
<td>$ 27,250.00</td>
<td>Gem City Trucking Co-Op, GWDI, Preservation Certificate</td>
</tr>
<tr>
<td>MBP</td>
<td>$ 2,000.00</td>
<td>$ 47,500.00</td>
<td>$ 45,500.00</td>
<td>Bankers Roundtable, Focus Fund Roundtable, One-on-One Consulting, GWDI, Reentry Partnership - led by Montgomery County, Marketing / Social Media</td>
</tr>
<tr>
<td>Total</td>
<td>$ 16,750.00</td>
<td>$ 119,500.00</td>
<td>$ 102,750.00</td>
<td>Pathways Total</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$ 13,000.00</td>
<td>$ 13,000.00</td>
<td>DACC Fiscal Agent / Admin</td>
</tr>
<tr>
<td></td>
<td>$ 132,500.00</td>
<td>$ 145,750.00</td>
<td></td>
<td>Net Grant</td>
</tr>
<tr>
<td></td>
<td>$ 42,000.00</td>
<td>$ 42,000.00</td>
<td></td>
<td>Leveraged Funding from ESP, JPMC, Co-Op Dayton, Level-Up Service Model, and Historic Preservation Program</td>
</tr>
<tr>
<td></td>
<td>$ 174,500.00</td>
<td>$ 157,750.00</td>
<td></td>
<td>KBBB Resources</td>
</tr>
</tbody>
</table>

Notes: Ecosystem Initiatives will support our region with data analytics and listening sessions. Top 10 provides focused efforts to accelerate ten of the best and brightest. GWDI engagement on all levels but fuzzy on specific engagement plans at this time. In-kind services supporting the incubator and UD assumes all GWDI costs; (3) Continue to partner with Co-Op Dayton on Trucking Co-Op; MBAC traction on Historical Preservation program.

Contact person: Belinda Matthews Stenson
Phone number: (937) 226-8233
E-mail: bstenson@dacc.org
2021 KBBB Pathways Small Business Funding

New Program Activities:

- Ecosystem Initiatives:
  - Claritas Market Analysis - support the KBBB Market Analysis for the Dayton Region and leverage data from Claritas to identify profiled companies in the Dayton MSA. All companies will be linked to their
  - Kauffman Foundation Knowledge Challenge - leverage the work of the Knowledge Challenge with additional outreach and connection for resource partners and minority- and women-owned companies.
  - Top 10 Accelerator - Compiling modeling criteria and selection for the 10 companies to be supported by a focused and targeted approach. The scope of support is being narrowed for 10 companies MBAC and MBP have worked with over the course of the KBBB Pathways program and provide a full throttle approach to accelerate their growth in 2021.
  - Latinx Engagement – Work with an experienced consultant or subject matter expert to support and inform engagement with the Latino/a business community.

Existing Programs:

Program Name: JumpStart Focus Fund

2020 Accomplishments:

- Launched pilot program to introduction the Jumpstart Focus Fund to Dayton TECH/ESP clients.
- Conducted two virtual pitch events featuring seven (7) MBE/WBE tech firms seeking pre-seed funding
- Secured interest to continue format in 2021, with quarterly presentations

2021 Plans: (Highlight changes/enhancements to 2020 Program and include key metric goals. If a new program - please provide some background/support for funding)

- Host a minimum a three Pitch Events featuring three MBE/WBE firms seeking pre-seed funding, including pitch preparation and coordination with Dayton ESP and Dayton Chamber MBP for deal flow
- Track presenting companies progress with securing investment from JumpStart and Angel Investors and VC community
- Provide opportunities for MBE/WBE Founders to present to regional and national VC programs severing underrepresented founders.
- Increase awareness within Dayton Angel investment community of profiles of minority and women founders
• Profile emerging MBE high growth firms to Dayton Chamber MBP Focus 40 firms for potential investment
• Seek SBIR/TVSF undiluted capital as applicable as part of investment strategy with Focus Fund

Program Delivery Timeline:

1/1/2021 - 11/1/2021

KBBB Funding Request: $12,000 - additional funding provided by ESP supportive services.

Program Name: Banker’s Roundtable 2020 Accomplishments:

• Conducted 4 Banker’s Roundtable forums engaging the Dayton area banking community including national, regional and community banks, as well as credit unions and community reinvestment partners.
• Pivoted to virtual delivery model due to Covid-19 and implemented 3 sessions virtually.
• Working with KeyBank to assist small businesses that were closed out of the initial round of PPP funding to secure PPP loans in excess of $.
• Jerrilca Hoskins Founder of Arcani Coil Care, Banker’s Roundtable presenter in 2019, was the recipient of the Dayton Chamber SoIn Award, receiving $25,000. Arcani is a WBE/MBE entity.
• Roundtable Presenters: Ace Healthy Products, CPM Facilities, North Arcade Commercial Kitchen, P L Mechanical LLC, R A Cooks, Third Perk Coffee House

2021 Plans: (Highlight changes/enhancements to 2020 Program and include key metric goals. If a new program - please provide some background/support for funding)
• Conduct 4 Quarterly Banker’s Roundtable session spotlighting 2 small business per session and an informational educational topic for roundtable members
• Track funding provided to presenting companies by roundtable members
• Invite Community Reinvestment Officers to Roundtable meeting for information sharing
• Survey Roundtable members for impact and program improvement input

Program Delivery Timeline: 1/1/2021 - 11/1/2021

KBBB Funding Request: $12,000 - additional funding provided by MBP supportive services.
MBAC Programming:

MBAC Director Senay Semere
Will be responsible for Coordination of business development, management and contract procurement resources to be made available as required to KBBB participating businesses.
Will make referral of said businesses to external supportive resource organizations, tracking development of newly emerging business resources for future application.
Will oversee implementation of Banking Relationship Enhancement Program for KBBB participating business enterprises.
Will compile concerns, suggestions and recommendations of KBBB participating businesses as to areas of potential improvement of KBBB operations and services.

MBAC Construction Specialist David Lyttle
Will implement Banking Relationship Enhancement Program by coordination of consultation scheduling between designated banking personnel and KBBB participating businesses including joint creation of agendas and scope of consultation.
Will arrange for debriefing and documentation of each meeting with emphasis upon results, course(s) of action(s) to be carried out and recommendations from all parties as to potential areas of improvement.
Will maintain contact with KBBB participating businesses and resource provides for data gathering in relation to reporting metrics for application of banking and lending products such as but not limited to lines of credit, loans, and contract procurement opportunities.
Will track degree of economic growth of each KBBB participating business to assess impact that participation with KBBB has caused to occur.
Will coordinate with MBAC Director on referrals of KBBB participating businesses to external business development resources as required.

MBAC Historic Preservation Specialist David Pigford
Will perform a survey of KBBB participating business enterprises to determine the degree to which they possess specialized skills for providing construction services on historic preservation projects or candidates for historic preservation renovation and repair training programs offered locally.
Will alert KBBB businesses as to the existence of Historic Preservation projects within the service region.
DAYTON TRUCKING COOPERATIVE

SUMMARY

Dayton Trucking Cooperative (DTC) is a shared services multi-stakeholder cooperative that offers services and infrastructure. The cooperative is open to all MBE, WBE, and other certified eligible trucking companies. Small trucking companies face unique challenges, such as limited parking arrangements and facilities for truck parking and reliance on brokers or informal networks for work which greatly reduces their rates below market values. OTC will address these challenges, beginning with providing reliable parking and infrastructure for routine truck maintenance.

MILESTONES AND NEXT STEPS

In 2018, Co-op Dayton, a community-based non-profit best known for the Gem City Market grocery cooperative, partnered with the Minority Business Assistance Center at the City of Dayton to present the cooperative model to business owners in industries that could potentially benefit from collaborative business development and, in particular, to certified trucking companies.

Through a phone survey and a series of meetings in the winter and spring of 2019, Co-op Dayton and the MBAC determined that there was sufficient interest among local trucking companies to begin a cooperative business development process. Beginning in the summer of 2019, Co-op Dayton hosted regular meetings that engaged more than 15 companies in business model design, market research, and an initial site search.

In early 2020 Co-op Dayton worked to develop a steering committee of trucking companies and experts in other relevant industries to lead this project. Due to Covid-19 all in-person meetings were canceled and transitioned to virtual meetings. Several companies saw a reduction in work due to permit delays as result of city and county offices being closed. The pandemic gave companies time to reflect and reevaluate their companies immediate needs. From conversations with the companies involved it was determined that the business model needed to be redesigned.

During the Summer of 2020, two companies, led by Toban Glover and James Sistruck developed a business model design, focused on parking and infrastructure and plan to expand to bidding support in the future. This model was presented to 6 companies, 4 of who decided to become the founding members of a Dayton-based construction hauling cooperative. In Spring 2021, they will work with Co-op Dayton to complete additional market research, further refine their vision and business plan, develop a financial model, and draft the cooperative's bylaws.
Budgetary Exclusions

Items such as Administrative, Equipment, Office Supplies, Materials, Printing, Space Rental, Events, Curriculum Costs, Marketing, Advertising, Signature Events and Indirect Expenses are provided as "In-kind" contributions by the host organization and as such will be covered in full by the host and therefore will have no budgetary allocation.

In Closing

It is anticipated that KBBB Participating business enterprises will achieve varying degrees of success due to their relative sizes of operation, available financial and manpower resources as well as their motivational drive and a host of factors beyond anyone's collective or individual control.

Neither KBBB nor any partnering organizations can ensure any business's success since we do not control award of contracts in construction or goods and services, nor do we control award of loans or lines of credit. We can only prompt firms to bid and to operate as profitably as possible.

Never-the-less, it is our contention that participation with KBBB for each business will yield positive influence on a time scale that will extend well beyond the calendar year of the KBBB operations.

As in any group effort certain KBBB participating businesses will accelerate to higher levels of success than others, therefore we intend to inspire all KBBB businesses to proactively seek out, secure and utilize resources made possible by KBBB as well as other resources which may come to exist as time progresses.
A RESOLUTION

Authorizing the Acceptance of a Grant Award from JumpStart, Inc. in the Amount of Fourteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($14,750.00), and Declaring an Emergency.

WHEREAS, The City of Dayton administers a Minority Business Assistance Center (MBAC) program to provide counseling, training, business development, strategic management, and technical assistance to minority, socially and economically disadvantaged business community located in Montgomery, Greene, Miami, Preble, Darke, Butler, Clark, Mercer, Auglaize, Shelby, Logan, Champaign, and Madison Counties; and

WHEREAS, JumpStart, Inc. awarded a one-time grant to the Dayton Collaborative (consisting of the Dayton Area Chamber of Commerce MBP, Greater Dayton Minority Business Assistance Center (MBAC), and Wesley Center). To fulfill the grant objectives, JumpStart, Inc. has approved a disbursement totaling Fourteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($14,750.00) to MBAC to support the operations of the provider in the execution of the grant; and

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

WHEREAS, To provide for the timely acceptance of the grant funds and for the immediate preservation of the public health and safety and the usual operation of City departments it is necessary that this resolution take effect immediately; now, therefore,

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

Section 1. That the City Manager or her designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of up to Fourteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($14,750.00) from Jumpstart, Inc.

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION...........JUNE, 9............, 2021

SIGNED BY THE MAYOR.................JUNE, 9............, 2021

MAYOR OF THE CITY OF DAYTON, OHIO

[Signature]

Attest:

Clerk of Commission

Approved as to form:

City Attorney