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 COMMISSIONER SHAW
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: Work Session – Alternative Police Model Response/Police
   Reform Update— 9:30 am
   https://www.daytonohio.gov/govtv
17. Miscellaneous (See Section VI)

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

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

1. Purchase Orders:

   FIRE
   A1. Dell Marketing LP (computers and accessories) $39,143.61
1. (Cont’d):

FIRE

A2. Truck Country of Indiana, Inc. dba Stoops Freightliner (automotive repairs, parts, materials and supplies as needed through 12/31/21) $13,000.00

POLICE

B1. A E David’s Uniform Company (police uniforms and related items as needed through 09/30/25) 180,630.40
B2. Axon Enterprise, Inc. (one hundred and fifty-five (155) body worn cameras (BWC) and twenty-two (22) docking stations) 182,362.68
B3. Stop Stick LTD (stop sticks and accessories) 79,318.00

PROCUREMENT, MANAGEMENT AND BUDGET

C1. Flex-Pac, Inc. (touchless soap dispenser including installation services) 14,885.60

PUBLIC WORKS

D1. SBC Global Services, Inc. dba AT&T Global (telecommunication /monitoring services as needed through 12/31/21) 1,000.00

RECREATION

E1. A TO Z Maintenance (concrete sidewalk replacement services) 13,602.00

WATER

F1. Comptech Computer Technologies, Inc. (temporary staffing services as needed through 12/31/21) 11,046.00
F2. Airtech LLC dba Air Technologies (rebuilding of a large air compressor motor) 33,019.16
F3. Kendall Electric, Inc. (two 150 KVA Square D Padmount Transformers ) 45,040.00
F4. Precision Laser & Instrument, Inc. (Trimble survey equipment) 32,992.07
F5. Gutermann Inc. (Gutermann leak detection equipment and materials with recommended training) 30,282.50

-Depts. of Fire, Police, Procurement, Management and Budget, Public Works, Recreation, and Water. Total: 676,322.02
2. **Dinsmore & Shohl, LLP – Service Agreement** - for preparation of the Annual Information Filings, Material Even Notices, and other continuing disclosure items as needed for the City of Dayton’s outstanding and general obligation and revenue bonds – Department of Finance $30,000.00 (Thru 12/31/22)

C. Revenue to the City:

3. **University of Dayton – Contract Modification** – first amendment to service agreement for off-duty police personnel for traffic control at UD Arena and security and/or crowd control at the University of Dayton during various events within the municipal corporation limits of the City of Dayton, Ohio – Department of Police $150,000.00 (Thru 12/31/22) (Paid to the City)

IV. LEGISLATION:

**Emergency Ordinance – First Reading**

4. **No. 31929-21** Establishing the Position and Responsibilities of an Independent Accountability Auditor, and Declaring an Emergency.

**Ordinance – First Reading**

5. **No. 31930-21** Enacting Sections 112.45 through 112.48 of the Revised Code of General Ordinances to Establish Regulation of Massage Services.

**Ordinances – Second Reading**

6. **No. 31927-21** Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Transportation for an Amount of Two Hundred Fourteen Thousand Five Hundred Dollars and Zero Cents ($214,500.00) in State Funds.
7. No. 31928-21  Consent to the Major Rehabilitation of Interstate 75 Pavement by Rebuilding the Asphalt Pavements, Straight Line Mile 14.66 to 17.16 more or less, with a Portion in the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreement Necessary to Implement this Ordinance.

VI. MISCELLANEOUS:

ORDINANCE NO. 31931-21

RESOLUTION NO. 6615-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 994-21
City Manager’s Report

From
2730 – PMB/Procurement

Supplier, Vendor, Company, Individual
See Below

Name
See Below

Address
See Below

Date
October 27, 2021

Expense Type
Purchase Order

Total Amount
$676,322.02

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) P0211218 – DELL MARKETING LP, ROUND ROCK, TX

- Computers and accessories.
- These goods are required to replace end of life equipment used by the Department of Fire.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6340-1301-72</td>
<td>$39,143.61</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
FIRE (CONTINUED)

(A2) P0210080 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- Automotive repairs, parts, materials and supplies as needed through 12/31/2021.
- These goods and services are required to maintain and repair City-owned vehicles.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20005D with pricing through 12/31/2021.
- This amendment increases the previously authorized amount of $15,000.00 by $13,000.00 for a total not to exceed $28,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>Fire Fleet Management</td>
<td>67000-6330-1301-71</td>
<td>$13,000.00</td>
</tr>
</tbody>
</table>

POLICE

(B1) P0211227 – A E DAVID’S UNIFORM COMPANY, DAYTON, OH

- Police uniforms and related items.
- These goods are required to provide uniforms for the Department of Police.
- Two (2) possible vendors were solicited for a rebid and one (1) response was received. This order establishes a price agreement per IFB N21021-A with pricing through 9/30/2025.
- A E David’s Uniform Company qualifies as a Dayton local entity.
- The Department of Police requests additional authority of $140,000.00 through 9/30/2025.
- The Department of Police recommends acceptance of the sole response.

<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>10000-6221-1301-71-PD0320</td>
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<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0320</td>
<td>$40,000.00</td>
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<td>2023</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0320</td>
<td>$40,000.00</td>
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<tr>
<td>2024</td>
<td>General Fund</td>
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<td>$40,000.00</td>
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<tr>
<td>2025</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0320</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

(B2) P0211225 – AXON ENTERPRISE, INC., SCOTTSDALE, AZ

- One hundred and fifty-five (155) body worn cameras (BWC) and twenty-two (22) docking stations.
- These goods are required to record interactions between police personnel and citizens. These goods will be added to the police inventory purchased earlier this year.
- Axon Enterprise, Inc. is recommended as the sole distributor for Axon products; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>Public Safety Photo Enforcement</td>
<td>16122-6210-1301-71</td>
<td>$182,362.68</td>
</tr>
</tbody>
</table>
POLICE (CONTINUED)

(B3) P0211223 – STOP STICK LTD, HARRISON, OH

- Stop sticks and accessories.
- These goods are for the Department of Police to be able to utilize tire puncturing devices.
- Stop Stick Ltd. is recommended as the sole distributor for Stop Stick products; therefore, this purchase was negotiated.
- The Department of Police requests additional authority of $60,000.00 through 12/31/2024.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2022</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0540</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0540</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0540</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT

(C1) P0211219 – FLEX-PAC, INC., INDIANAPOLIS, IN

- Touchless soap dispenser including installation services.
- These goods and services are required to install dispenser throughout City facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB N20026 with pricing through 12/31/2021.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief, and Economic Securities (CARES) Act.
- The Department of Procurement, Management and Budget 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>Coronavirus Local Relief Fund</td>
<td>28133-9980-1382-99-CRF28</td>
<td>$14,885.60</td>
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</tbody>
</table>

PUBLIC WORKS – STREET MAINTENANCE

(D1) P0210095 – SBC GLOBAL SERVICES, INC. dba AT&T GLOBAL, COLUMBUS, OH

- Telecommunication / monitoring services as needed through 12/31/2021.
- These services are required to monitor fourteen (14) illegal dumping sites in the City of Dayton.
- SBC Global Services, Inc. dba AT&T Global is recommended as the sole source for these proprietary services; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $10,000.00 by $1,000.00 for a total not to exceed $11,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
</table>
RECREATION

(E1) P0211214 – A TO Z MAINTENANCE, TROY, OH
- Concrete sidewalk replacement services.
- These services are required for improvement of a shelter at Kettering Fields Softball Complex.
- Twenty-three (23) possible vendors were solicited and four (4) responses were received.
- The Department of Recreation 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>Recreation &amp; Parks</td>
<td>41719-6530-1159-56</td>
<td>$13,602.00</td>
</tr>
</tbody>
</table>

WATER – WATER ADMINISTRATION

(F1) P0211215 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH
- Temporary staffing services as needed through 12/31/2021.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- 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>
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<td>2021</td>
<td>Water Operating</td>
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<td>$11,046.00</td>
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</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(F2) P0211226 – AIRTECH LLC dba AIR TECHNOLOGIES, MIDDLETOWN, OH
- Rebuilding of a large air compressor motor.
- This service is required to rehabilitate the Atlas Copco air compressor at the Lime Reclamation Facility.
- Airtech LLC dba Air Technologies is recommended as the sole factory authorized dealer for Atlas Copco compressors in Ohio; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1167-54</td>
<td>$33,019.16</td>
</tr>
</tbody>
</table>

(F3) P0211220 – KENDALL ELECTRIC, INC., PORTAGE, MI
- Two (2) 150 KVA Square D Padmount Transformers.
- These goods are required to maintain existing electrical equipment and department facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20003N with pricing through 12/31/2023.
- 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>
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<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
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<td>$45,040.00</td>
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</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(F4)  P0211224 – PRECISION LASER & INSTRUMENT, INC., MONROE, OH
- Trimble survey equipment.
- These goods are required to maintain survey equipment for the Department of Water.
- Precision Laser & Instrument, Inc. is the sole regional distributor in Ohio for Trimble brand survey equipment; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1411-54</td>
<td>$32,992.07</td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(F5)  P0211222 – GUTERMANN, INC., NEWMARKET, NH
- Gutermann leak detection equipment and materials with recommended training.
- These goods and services are required to pinpoint water leaks that are otherwise unknown, undetectable or the exact location cannot be determined.
- Gutermann, Inc. is recommended as the sole distributor for Gutermann products; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3445-1411-54</td>
<td>$30,282.50</td>
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</tbody>
</table>

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

From 5320 - Finance/Tax & Accounting
Supplier, Vendor, Company, Individual
Name Dinsmore & Shohl, LLP
Address 255 East Fifth Street, Suite 1900
           Cincinnati, OH 45202

Date October 27, 2021
Expense Type Service Agreement
Total Amount $30,000.00 thru 12/31/22

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Supported G.O. Debt</td>
<td>31100-5320-1159-64</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

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

Description
Professional Services Agreement – Dinsmore & Shohl, LLP

The Department of Finance is requesting approval to enter into a service agreement with Dinsmore and Shohl, LLP, a state-licensed law firm practicing in the State of Ohio, in the amount of $30,000.00 (thirty thousand dollars and zero cents). This agreement will cover: preparation of the Annual Information Filings, Material Even Notices, and other continuing disclosure items as needed, for the City of Dayton’s outstanding general obligation and revenue bonds; performing rebate and yield restriction calculations on the City of Dayton’s debt obligations, as required under Section 148 of the Internal Revenue Code of 1986; and providing additional legal advice and counsel regarding public finance matters and upcoming debt issuances by attending meetings, answering general questions, and reviewing policies and procedures, and drafting legal documents.

This agreement shall commence upon execution and terminate on December 31, 2022.

This agreement is funded by the Tax Supported G. O. Debt fund.

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

A Certificate of Funds in the amount of $30,000.00 and a copy of the agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

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>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Start Date:** upon execution  
**Expiration Date:** 12/31/22  
**Original Approval:** $30,000.00  
**Initial Encumbrance:** $30,000.00  
**Remaining Approval:** $-

**Original CT/CF**  
**Increase Encumbrance:** $-

**Decrease Encumbrance:** $-

**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

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
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</table>

### Fund Code

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>XXXX - XXXX - XXXX - XX - XXX - XXXX</td>
<td></td>
</tr>
</tbody>
</table>

### Attach additional pages for more FOAPALs

**Vendor Name:** Dinsmore & Shohl, LLP  
**Vendor Address:** 255 East Fifth Street, Suite 1900, Cincinnati, OH 45202  
**Street:**  
**City:**  
**State:**  
**Zipcode + 4:**  
**Federal ID:** 310263070  
**Commodity Code:** 96150  
**AAA Expires:** 6-09-2022  
**Purpose:** Preparation of Annual Information Filings, Material Event Notices, and other continuing disclosure items as needed for the City of Dayton's outstanding general obligation and revenue bonds. Performing rebate and yield restriction calculations on the City of Dayton's debt obligations, as required under Section 148 of the Internal Revenue Code of 1986. Providing additional legal advice and counsel regarding public finance matters and upcoming debt issuances by attending meetings, answering general questions, reviewing policies and procedures, and drafting legal documents.

**Contact Person:** Kena Brown  
**Finance/Tax & Accounting Admin:**  
**Department/Division:**  
**Date:** 10/14/2021  
**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]  
**Date:** 10/19/2021  
**CF Prepared by:** Jordan Williams  
**Date:** 10/19/21  
**CF/CT Number:** CT21-3079
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between the City of Dayton, Ohio, ("City") Dinsmore & Shohl, LLP, 1 S. Main Street, Suite 1300, Dayton, OH 45402 ("Contractor").

WITNESSETH:

WHEREAS, The City, through its Department of Finance, seeks professional legal services ("Services") related to public finance matters, and

WHEREAS, Contractor is qualified and available to provide the Services to the City on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the promises contained in this Agreement ("Agreement"), the City and the Contractor agree as follows:

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City ("Commencement Date") and it shall expire December 31, 2022. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 17.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR
Contractor shall provide all professional legal services necessary to complete the "Services" that are described in Exhibit A, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION
The total remuneration in this Agreement shall not exceed Thirty Thousand Dollars ($30,000). Contractor shall submit invoices, not more frequently than monthly, for payment of the "Services" actually provided. Such invoices shall state the invoice period, total amount requested and the "Services" provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

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

ARTICLE 5. STANDARD OF CARE
Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. The Contractor shall have no liability for defects in the Services attributable to Contractor’s reliance upon or use of data or other information furnished by the City or third parties retained by the City. If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor’s failure to meet such standards and the City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.
ARTICLE 6. LIABILITY AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Contractor's negligent or willful acts, errors, or omissions.

This Article 6 shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

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

(1) General liability insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Automobile liability insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
(3) Employers' liability insurance, having a limit of $500,000 for each occurrence.
(4) Professional liability insurance, having a limit of $1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Contractors legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Contractor shall make copies of applicable insurance policies available for review by the City.

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
The City may terminate or suspend performance of this Agreement for the City's convenience upon ten (10) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10. SUBCONTRACTING AND ASSIGNMENTS

None of the Services shall be subcontracted without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

The Contractor shall not assign any interest in this Agreement and shall transfer any interest in the same without the prior written approval of the City. Unless otherwise stated in written consent to an assignment, no assignment will release or discharge the Contractor from any obligation under this Agreement.

ARTICLE 11. INDEPENDENT CONTRACTOR

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

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

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

ARTICLE 12. EQUIPMENT AND SUPPLIES

The Contractor, at its expense, shall provide all equipment, tools, and supplies necessary to perform the Services.

ARTICLE 13. COMMUNICATIONS AND NOTICES

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:

Contractor:  
John Merchant, Esq.  
Dinsmore & Shohl, LLP  
1 S. Main Street, Suite 1300  
Dayton, OH 45402

City:  
City of Dayton, Department of Finance  
101 West Third Street
Dayton, Ohio 45402
Attention: Mr. Bejoy John

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

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY
Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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

ARTICLE 15. 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.

ARTICLE 16. THIRD PARTY RIGHTS
Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

ARTICLE 17. AMENDMENT
The City and the Contractor may mutually agree to amend this Agreement at any time. 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 the City and the Contractor and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

ARTICLE 18. POLITICAL CONTRIBUTIONS
Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 19. INTEGRATION
This Agreement represents the entire and integrated agreement between the City and Contractor. This
Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement on the date first written above.

WITNESSED BY:

[Signature]
Bradley W. Rame

WITNESSED BY:

[Signature]

DINSMORE & SHOHL, LLP

By: [Signature]
John Merchant

Its: [Signature]

CITY OF DAYTON, OHIO

City Manager

Date: __________________________

APPROVED:

Director, Department of Finance

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

Min./Bk. ____________ Pg. ____________

Clerk of Commission
Exhibit A

Services to be rendered include:

- Preparation of Annual Information Filings, Material Event Notices, and other continuing disclosure items as needed, for the City of Dayton’s outstanding general obligation and revenue bonds.

- Performing rebate and yield restriction calculations on the City of Dayton’s debt obligations, as required under Section 148 of the Internal Revenue Code of 1986.

- Providing additional legal advice and counsel regarding public finance matters and upcoming debt issuances by attending meetings, answering general questions, reviewing policies and procedures, and drafting legal documents.
City Manager's Report

From: 6210 - Police Director

Supplier, Vendor, Company, Individual: University of Dayton

Address: 300 College Park
Dayton, Ohio 45469

Date: October 27, 2021
Expense Type: Contract Modification
Total Amount: $150,000.00 (through 12/31/2022)

Fund Source(s): General Fund
Fund Code(s): 10000-6210-22611-71
Fund Amount(s): $150,000.00

Includes Revenue to the City: Yes

Affirmative Action Program: N/A

Description:

First Amendment to a Service Agreement with The University of Dayton

City Commission approval is requested for a modification to a Service Agreement with the University of Dayton. The University of Dayton is requesting off-duty police personnel to monitor and control the flow of traffic, provide security and/or crowd control and perform bomb sweeps, as requested, at the University of Dayton, including but not limited to UD Arena, during various events within the municipal corporation limits of the City of Dayton, Ohio beginning August 28, 2021 through December 31, 2022.

The original contract was under $10,000.00 and did not require Commission approval.

The First Amendment to the agreement is requesting to increase services. The total estimated revenue is $150,000.00 and thus requires Commission approval.

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

The Certificate of Revenue is attached.

E-SIGNED by Paul Saunders on 2021-10-14 20:26:07 GMT

Division
E-SIGNED by Eric Henderson on 2021-10-14 20:38:09 GMT

Department

City Manager

FORM NO. MS-16 M.W.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:
Name: University of Dayton
Address: 300 College Park
City: Dayton State: Ohio Zip+4: 45469
Customer #: 310536715 Address Location #: P-1
Federal ID#: 31-0536715

Revenue Information:
Fund: 10000 Organization: 6210 Revenue: 22611 Program: 71

Contract Information:
Contract Start Date: 8/28/2021 Contract Expiration Date: 12/31/2022

Billing Information:
Rate: Officer rate $66.68 - X Sgt rate $77.33 - X Lt. rate $89.68 - X Night Diff. rate $1.28 - X Veh rate $13.00
Monthly (1st month of billing):
Quarterly (1st month of quarter):
Semi-annual (1st month of half):
Annual (1st month of billing):
Other (explain): To be Invoiced by the DPD; not to exceed $150,000.00
Rate Change Date: n/a Rate Change: n/a Amount:

Description of Services (wording on invoice): To monitor and control the flow of traffic, provide security and/or crowd control and perform bomb sweeps, as requested, at the University of Dayton, including but not limited to UD Arena, during various events within the municipal corporation limits of the City of Dayton, Ohio beginning August 28, 2021 through December 31, 2022.

E-SIGNED by Eric Henderson on 2021-10-14 20:38:14 GMT

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number: 5-6715 Auditor: D Billy Date: 10-15-2021
I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable database and contains the terms and conditions necessary for collection.

Director of Finance: [Signature] 10/15/2021
FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE UNIVERSITY OF DAYTON
AND THE CITY OF DAYTON, OH

This First Amendment to the original Agreement (hereinafter "Agreement") between the
University of Dayton and the City of Dayton, Ohio (hereinafter "City"), is effective _______, 2021.

WHEREAS, the University of Dayton and the City entered into the Agreement effective August
28, 2021 ("Original Agreement"); and

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

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

Replace Section 9 & Exhibit A with the following:

Section 9. This Agreement shall be effective August 28, 2021 through December 31, 2022.

Exhibit A

1. Scope of Services/Event Information

To monitor and control the flow of traffic, provide security and/or crowd control and perform
bomb sweeps, as requested, at the University of Dayton, including but not limited to UD Arena,
during various events within the municipal corporation limits of the City of Dayton, Ohio
beginning August 28, 2021 through December 31, 2022.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay $66.68 per hour for each police officer; $77.33 per hour for each police
sergeant; and $89.68 per hour for each police lieutenant; $1.28 per hour additional for night
differential and $13.00 per vehicle per hour, when applicable.

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

Said hourly rates listed above reflect an amount equal to 1-1/2 times the current regular hourly
rate of pay as established by the current labor agreement between the City and the Fraternal
Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits.
Contractor agrees to pay any increase in the foregoing hourly rates of pay of police personnel
required by said labor agreement or necessitated by negotiation of a new labor agreement or any
regulation, order or law related to police personnel compensation binding upon the City. "Fringe
benefits," as used herein includes pension, Workers' Compensation and other similar employer
costs, as determined by the City's Finance Department.
B. COST: NOT TO EXCEED $150,000.00

C. METHOD OF PAYMENT: To be Invoiced

3. Contractor's Authorized Representative/Contact

   NAME: Scott Debolt
   ADDRESS: 1801 Edwin Moses Blvd.
   Dayton, Ohio 45408
   EMAIL: sdebolt1@udayton.edu
   PHONE: 937-229-4613

   NAME: Savalas Kidd
   ADDRESS: 300 College Park
   Dayton, Ohio 45469
   EMAIL: skidd1@udayton.edu
   PHONE: 937-229-2107

4. Officers Assigned to Event, Rank: Scheduled as needed.

   With the exception of the changes above, all other provisions of the Agreement shall be in full force and effect.

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

   CITY OF DAYTON, OHIO
   ________________________________
   City Manager

   UNIVERSITY OF DAYTON
   ________________________________
   Scott Debolt, Director of UD Arena
   Phone: 937-229-4613
   sdebolt1@udayton.edu

   ________________________________
   Savalas Kidd, Chief of Police
   Phone: 937-229-2107
   skidd1@udayton.edu
   Federal I.D. Number: 31-0536715

   APPROVED AS TO FORM AND CORRECTNESS:
   ________________________________
   10/5/2021
   X John Musto for
   City Attorney
   Signed by: Musto, John

   ________________________________
   X
   10/5/2021
   John Musto for
   City Attorney
   Signed by: Musto, John

   ________________________________
   Pg. 2
AGREEMENT

24th September 2021, between the City of Dayton, Ohio ("City") and the University of Dayton, 300 College Park, Dayton, Ohio 45469 ("Contractor").

WITNESSETH THAT:

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

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

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

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

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain off-duty police personnel to perform the police-related functions of traffic control, security, and/or crowd control, which are needed by Contractor upon approval, in various locations at the University of Dayton, including but not limited to U.D. Arena, 1801 Edwin Moses Blvd., all locations are within the municipal corporation limits of the City of Dayton.

Additional police personnel may be requested to perform bomb sweeps of the fore mentioned locations and events at the request of the University of Dayton.

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

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

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

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

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

Section 4. Contractor shall pay the City for the services of the police personnel assigned pursuant to this Agreement as outlined in Exhibit A. Work hours requested and invoiced will include travel time, up to a maximum of thirty (30) minutes per officer, per shift, from the designated Dayton Police Department District to and from the requested coverage location.

The City shall bill Contractor for payment of the actual services provided hereunder. Contractor shall tender payment not later than thirty (30) days from the date of the bill.

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

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

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

Section 8. In addition to all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following events occur or for the following reasons: (i) Without cause, with fifteen (15) days prior written notice, sent Certified U.S. Mail to Contractor at the address set forth above or such other address as may be specified by Contractor; or (ii) if Contractor shall default in or fail to make
payment(s) for the police services at the times and in the amounts as required of it under this Agreement, and said default is not cured by amounts due and owing within fifteen (15) days after the City notifies Contractor of such default.

Section 9. This Agreement shall be effective August 28, 2021 through December 31, 2021.

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

CITY OF DAYTON, OHIO

[Signature]

City Manager

UNIVERSITY OF DAYTON

[Signature]

Scott DeBolt, Director of UD Arena

Phone: 937-229-4613
sdebolt1@udayton.edu

Rodney Chatman Savalas Kidd
Executive Director and Chief of Police
Assistant Vice President

Phone: 937-229-2134 2107
rchatman1@udayton.edu skidd1@udayton.edu

Federal I.D. Number: 31-0536715

APPROVED BY:
E-SIGNED by Eric Henderson on 2021-08-23 20:49:33 GMT

Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

8/19/2021

X John Musto for

City Attorney

Signed by: Musto, John

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

1. Scope of Services/Event Information

To monitor and control the flow of traffic, provide security and/or crowd control and perform bomb sweeps, as requested, at the University of Dayton, including but not limited to UD Arena, during various events within the municipal corporation limits of the City of Dayton, Ohio beginning August 28, 2021 through December 31, 2022.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay $66.68 per hour for each police officer; $77.33 per hour for each police sergeant; and $89.68 per hour for each police lieutenant; $1.28 per hour additional for night differential and $13.00 per vehicle per hour, when applicable.

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

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

B. COST: NOT TO EXCEED $10,000.00

C. METHOD OF PAYMENT: To be Invoiced

3. Contractor's Authorized Representative/Contact

<table>
<thead>
<tr>
<th>NAME</th>
<th>Rodney Chatman Savalas Kidd</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>300 College Park</td>
</tr>
<tr>
<td>Dayton, Ohio 45469</td>
<td></td>
</tr>
<tr>
<td>EMAIL</td>
<td><a href="mailto:chatman@udayton.edu">chatman@udayton.edu</a></td>
</tr>
<tr>
<td>PHONE</td>
<td>937-229-2107</td>
</tr>
</tbody>
</table>

<table>
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<tr>
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<tbody>
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<td>Dayton, Ohio 45408</td>
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</tr>
<tr>
<td>PHONE</td>
<td>937-229-4613</td>
</tr>
</tbody>
</table>

4. Officers Assigned to Event, Rank: Scheduled as needed.
AN ORDINANCE

Establishing the Position and Responsibilities of an Independent Accountability Auditor, and Declaring an Emergency.

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

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

WHEREAS, The Oversight reform group, led by Commissioner Matt Joseph and Montgomery County Recorder Brandon McClain provided numerous recommendations to City Commission, including a January 27, 2021 recommendation to hire an Independent Accountability Auditor (“IAA”); and

WHEREAS, The Commission accepted the recommendation to hire an IAA and will set forth the IAA’s role and responsibilities herein; and

WHEREAS, The Commission finds that transparency, oversight, and accountability measures will further protect civil rights and civil liberties of all Dayton citizens as well as strengthen the relationship between the community and the Dayton Police Department; and

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

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

Section 1. The office of Independent Accountability Auditor (“IAA”) is hereby created. The IAA will report to both City Manager and City Commission. The IAA should report on day to day matters to the City Manager. The City Manager shall solicit input from City Commission regarding the job performance of the IAA. The IAA shall be an independent contractor. Any contractual agreement for the IAA position must include authority for the City Commission to terminate the IAA for unsatisfactory performance. City Commission may repeal this ordinance by a majority vote if terms included herein need altered, are ineffective, or otherwise fail to align with the recommendation given by the Oversight Committee.
Section 2. The IAA’s duties will preliminarily be defined to include the roles and responsibilities delineated herein. The City Manager and Chief of Police will report in writing to City Commission if the terms of this ordinance require revision. The IAA’s preliminary role and responsibility will include the following:

a) The ability to review and audit the DPD’s complaint routing process and recommend to DPD revisiting the routing decision.

b) Access to the investigation while in-process through observation of interviews and review of reports, forms, or other paperwork related to the investigation. This access is not intended to disrupt or otherwise impede the investigation in any way.

c) Provide recommendations to the Professional Standards Bureau and has authority to immediately elevate concerns to leadership within Professional Standards Bureau. Unresolved concerns can be elevated to the City Manager, Mayor, and Commission.

d) Provide oversight, but is not directly involved in an investigation and does not have organizational authority over Professional Standards Bureau personnel. Should a complaint escalate into a criminal investigation, the IAA will no longer be able to participate or provide oversight to the investigation.

e) Once an investigation has been completed, DPD will make available to the IAA the final evaluation or report. The IAA will audit the speed of the responses to complaints to ensure that they have all the information needed to file an appeal within the 30-day window.

f) The ability to observe and review both internally generated investigations as well as those initiated by a citizen.

g) Audit investigation records looking for patterns of misconduct or other areas for improvement.

h) Provide an audit report to the City Commission during a regular City Commission Meeting on the first Wednesday of both March and September. The report will contain a number of data points including but not limited to: the overall number of cases further identified as internally and externally generated, the number of cases audited, and the outcome of those cases. It is the goal of the IAA to review a variety of cases to ensure quality in all types of investigations and allow for the detection of patterns. This can be revisited by the City Commission at any time.

i) Sit on the Policy Review Committee as an ex officio member.

j) Sit on the Community Appeals Board as an ex officio member.

k) Provide support to the Use of Force Committee as needed.
Section 3. That for the reasons set forth in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION................................., 2021

SIGNED BY THE MAYOR........................................, 2021

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
AN ORDINANCE

Enacting Sections 112.45 through 112.48 of the Revised Code of General Ordinances to Establish Regulation of Massage Services.

WHEREAS, Under current state law there are loopholes in the regulation of massage services that allow unlicensed individuals to perform massages; and

WHEREAS, Unlicensed masseuses and massage establishments that use unlicensed masseuses are more likely to promote prostitution and be tied to human trafficking; and

WHEREAS, The Commission intends to pass regulations to require masseuses to be licensed and for all massage establishments to only employ licensed masseuses so as to reduce the opportunity for prostitution and human trafficking within and around the City; and

WHEREAS, The Commission recognizes that such requirements will improve the public health, safety, and welfare; now, therefore,

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

Section 1. That Sections 112.45 through 112.48 of the Revised Code of General Ordinances be enacted to read as follows:

§ 112.45 Purpose and Definitions

(A) Purpose

Sections 112.45 through 112.48 shall be known as the Massage Services Ordinance. The purpose and intent of the Massage Ordinance is to regulate Massage Services in order to reduce prostitution, human trafficking, and other illegal and harmful activities.

(B) Definitions

For purposes of Sections 112.45 through 112.48, the following words, terms and phrases shall have these definitions:

“Licensed Massage Therapist” means a person who is licensed under Ohio R.C. Chapter 4731 to practice Massage Therapy in the State of Ohio.

“Massage Service” means any method of exerting pressure on, stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external soft tissue of the body with the hands, or with the aid of any mechanical or electrical apparatus or appliance in exchange for anything of value. Massage Services shall also include the treatment of disorders of the human body by the manipulation of soft tissue through the systematic external application of
massage techniques including touch, stroking, friction, vibration, percussion, kneading, stretching, compression, and joint movements within the normal physiologic range of motion; and adjunctive thereto, the external application of water, heat, cold, topical preparations, and mechanical devices in exchange for anything of value.

“Massage Therapy Establishment” means any entity or place of business where Massage Services are provided:

1) In exchange for anything of value; or
2) In connection with the provision of another legitimate service.

Nothing within the Massage Services Ordinance shall relieve any person from compliance with other applicable laws, including but not limited to, the building, health, planning, housing, zoning and fire codes.

§112.46 Prohibited conduct; exemptions

(A) Beginning on January 1, 2022, it shall be unlawful for:

1) Any person to offer or perform Massage Services in the City of Dayton unless that person is a Licensed Massage Therapist with the State of Ohio. This provision applies to all Massage Services;

2) Any person who operates a Massage Therapy Establishment in the City of Dayton, Ohio to allow Massage Services to be performed by persons who are not Licensed Massage Therapists with the State of Ohio; or

3) Any person to employ or retain a person to perform Massage Services in the City of Dayton unless that person is a Licensed Massage Therapist with the State of Ohio.

(B) Exceptions. The provisions of this chapter shall not apply to the following:

1) Hospitals, medical facilities and public health centers (all as defined in Ohio R.C. 3701.01);

2) A person licensed or registered by the State of Ohio Medical Board (other than a Massage Therapist) while performing his/her licensed or registered profession;

3) A licensed cosmetologist, registered barber, registered barber apprentice, or nail salon technician which massages are administered only to the scalp, the face, the neck, the shoulder, feet, or hands;

4) A licensed chiropractor, licensed podiatrist, licensed nurse, or any other licensed health professional while performing his/her licensed or registered profession;

5) A trainer for any amateur, semiprofessional or professional athlete or athletic team or school athletic program;

6) A person working under the direct supervision of individuals or establishments mentioned in this subsection (B) while performing his/her licensed or registered profession;

7) A person undertaking the required course work to become a licensed massage therapist while working under the direct supervision of a licensed massage therapist;

8) As used in this subsection (B) "licensed" means licensed, certified, or registered to practice in the State of Ohio.
§112.47 Inspections

(A) Any of the following individuals may conduct inspections to determine compliance with this section and other applicable state and local laws:

(1) A police officer;
(2) A zoning or Code Enforcement officer or administrator;
(3) The Montgomery County Health Commissioner or their designee;
(4) A building inspector appointed by the City;
(5) Any other person authorized by the City to conduct inspections of a Massage Therapy Establishment; or
(6) A representative of the State Medical Board of Ohio.

(B) Inspections may be conducted at any time with or without notice.

(C) Inspections may be conducted at least once per year to determine compliance with this section.

§112.48 Prohibitions and Penalties

(A) Any person who violates the provisions contained in R.C. §112.46 (a)(1), (2), or (3) shall be guilty of a misdemeanor of the fourth degree. A separate offense shall be deemed committed each day during on which or which a violation on noncompliance occurs or continues. Any person convicted of a second or subsequent violation shall be guilty of a misdemeanor of the first degree. Violations under this Massage Services Ordinance shall be strict liability offenses.

(B) Any property within the City of Dayton that is used in connection with the provision of Massage Services in violation of Section 112.46 shall be deemed a public nuisance and shall be subject to abatement in accordance with R.C.G.O. Chapter 152.

(C) Any property substantially connected to the commission or facilitation of a Section 112.46 violation may be seized and forfeited to the municipal corporation in accordance with O.R.C. Chapter 2981.
Section 2. The provisions of these Sections 112.45 through 112.48 are declared to be separate and severable. The invalidity of any clause, phrase, sentence, paragraph, subdivision, section or portion of these Sections, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of these Sections, or the validity of its application to other persons or circumstances.

PASSED BY THE COMMISSION........................................ 2021

SIGNED BY THE MAYOR.................................................. 2021

__________________________
Mayor of the City of Dayton, Ohio

ATTEST:

__________________________
Clerk of the Commission

APPROVED AS TO FORM:

__________________________
City Attorney
October 12, 2021

TO: Shelley Dickstein
    City Manager

FROM: Matt M. Carper
      Interim Director and Chief of Police

SUBJECT: Massage Ordinance

The Police Department is requesting the attached Massage Ordinance be placed on the City Commission calendar for first reading on October 27, 2021. The Massage Ordinance codifies a process for massage locations and services within the City of Dayton. This law will help combat human trafficking, labor trafficking and prostitution. Additionally, it will also add credibility to massage businesses and therapists that do operate in Dayton. The ordinance was drafted and approved by the Law Department.

If you have any questions, please contact Lieutenant Mark Ponichtera at extension 1139.

MMC:mlp

Attachment (1): Limited Massage Ordinance

cc: Mr. Parlette
    Ms. Lofton
    Ms. Doseck
    Mr. Musto
AN ORDINANCE

Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Transportation for an Amount of Two Hundred Fourteen Thousand Five Hundred Dollars and Zero Cents ($214,500.00) in State Funds.

WHEREAS. The State of Ohio Department of Transportation ("ODOT") has identified the need for additional Link Bike Share Bicycles in the City of Dayton, identified by ODOT as Link – Dayton Bikeshare; and

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

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept a grant from the Ohio Department of Transportation in an amount of Two Hundred Fourteen Thousand Five Hundred Dollars and Zero Cents ($214,500.00).

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

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

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

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

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

Passed by the Commission................................., 2021

Signed by the Mayor..........................................., 2021

Mayor of the City of Dayton, Ohio

Attest:

____________________________
Clerk of the Commission

Approved as to form:

____________________________
City Attorney
October 12, 2021

To: Shelley Dickstein  
   City Manager

FROM: Joseph Weinel, Chief Engineer  
      Division of Civil Engineering

SUBJECT: Link Bikeshare Grant

Attached is the Ordinance consenting to accept a Grant Award from the Ohio Department of Transportation to purchase Link Bike Share bicycles on behalf of Bike Miami Valley. The grant amount is for $286,000.00. Please present the Ordinance to the City Commission at its October 20th and 27th meetings. The Department of Law has reviewed and approved this document as to form.

If you have any questions, please contact me at 4218.

Attachments

Copy: Mr. Stovall
AN ORDINANCE

Consenting to the Major Rehabilitation of the Interstate 75 Pavement by Rebuilding the Asphalt Pavements, Straight Line Mile 14.66 to 17.16 more or less, with a Portion in the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreement Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio Department of Transportation ("ODOT") has identified the need for the Major rehabilitation of the Interstate 75 pavement by rebuilding the asphalt pavements, straight line mile 14.66 to 17.16 more or less, with a portion in the City of Dayton, identified by ODOT MOT IR 75 14.74; and

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

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

Section 1. That the City Commission hereby give consent to the Director of Transportation to perform Major rehabilitation of the Interstate 75 pavement by rebuilding the asphalt pavements, straight line mile 14.66 to 17.16 more or less, with a portion in the City of Dayton, said project being in the public interest and identified by ODOT ad MOT IR 75 14.74 ("Project").

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

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

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

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

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

Passed by the Commission..................................................... 2021

Signed by the Mayor............................................................. 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
October 12, 2021

To: Shelley Dickstein  
    City Manager

FROM: Joseph Weinle, Chief Engineer  
      Division of Civil Engineering

SUBJECT: Major Rehabilitation of Interstate 75  
         MOT IR 75 14.74  
         Preliminary Legislation

Attached is Legislation between the City of Dayton and the Ohio Department of Transportation for a project to perform Major rehabilitation of the Interstate 75 pavement by rebuilding the asphalt pavements, straight line mile 14.66 to 17.16 more or less, with a portion in the City of Dayton. The project will be 100% funded by ODOT funds and will be performed through ODOT’s District 7 Office. Work is expected to begin in the spring of 2024.

Please present the attached Ordinance to the City Commission at its October 20, 2021 meeting. The Department of Law has reviewed and approved this document as to form.

If you have any questions, please contact me at 4218.

Attachments

Copy: Mr. Stovall