CITY COMMISSION MEETING AGENDA

CITY COMMISSION               DAYTON, OHIO               JUNE 9, 2021

8:30 A.M.

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. Galls LLC (for body armor) $29,068.60
1. (Cont’d):

<table>
<thead>
<tr>
<th>PLANNING AND COMMUNITY DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B1. Crown Personnel Service, Inc.</strong> (temporary staffing services as needed through 12/31/21)</td>
</tr>
<tr>
<td><strong>5,000.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROCUREMENT, MANAGEMENT AND BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C1. MYSIDEWALK, Inc.</strong> (cloud software licensing and dashboard hosting)</td>
</tr>
<tr>
<td><strong>28,875.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PUBLIC WORKS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D1. McCluskey Chevrolet</strong> (three 2022 four-wheel drive extended cab pickup trucks)</td>
</tr>
<tr>
<td><strong>93,693.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WATER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>E1. CHWR, Inc. dba CHW Mechanical Services</strong> (inspection, maintenance, repair and/or recertification and potential rebuild of backflow preventers and pressure type vacuum breakers as needed through 05/31/25)</td>
</tr>
<tr>
<td><strong>75,000.00</strong></td>
</tr>
</tbody>
</table>

| **E2. Environmental Air Products, Inc. dba EAP, Inc.** (repairs to ventilation system and installation of new air flow controller equipment as needed through 12/31/23) |
| **53,460.00** |

| **E3. Metropolitan Environmental Services** (sonar scan of the sewer interceptor) |
| **26,483.00** |

| **E4. Weiffenbach Marble & Tile Company** (epoxy flooring including prep existing concrete and installation services) |
| **22,499.00** |

| **E5. Defries Copp LLC dba Copp Systems Integrator** (replace existing cameras, new cameras, network video recorder, cabling and related items) -Depts. of Fire, Planning and Community Development, Procurement Management and Budget, Public Works and Water. |
| **21,029.65** |

**Total: $355,108.25**

2. **O&S Associates, Inc. – Contract Modification** – second amendment to add construction administration services to the agreement – Department of Public Works

**$26,400.00**

(Thru 12/31/22)
C. Revenue to the City:

3. **Greater Dayton Premier Management – Service Agreement** – to continue Community Policing collaboration with Greater Dayton Premier Management (GDPM) - Department of Police  
   $297,700.00  
   (Thru 6/30/22)  
   (Paid to the City)

E. Other – Contributions, Etc.:

4. **Five Rivers Metro Parks – Other** – to enter into a Memorandum of Agreement with Five Rivers Metro Parks with a one-time financial contribution in 2021 – Department of Procurement, Management and Budget  
   $50,000.00

5. **Montgomery County Environmental Services – Other** – to enter into a Joint Water Distribution Hydraulic Model and Water Master Plan Update Participation Agreement – Department of Water  
   N/A

IV. LEGISLATION:

**Emergency Ordinances – First and Second Reading:**

6. No. 31892-21 Authorizing the City Manager to Execute a Real Estate Purchase Agreement, Authorizing the Conveyance of Real Property, and Declaring an Emergency.


**Emergency Resolution – First and Second Reading:**

8. No. 6584-21 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.
Resolution – First Reading

9. **No. 6585-21** Declaring the Intention of the Commission to Vacate the Alley East of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way.

VI. MISCELLANEOUS:

ORDINANCE NO. 31894-21

RESOLUTION NO. 6586-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 990-21
City Manager’s Report

From 2730 – PMB/Procurement

Supplier, Vendor, Company, Individual

Name See Below
Address See Below

2021 Purchase Orders

Fund Source(s) See below

Fund Code(s) See below

Fund Amount(s) See below

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

Description

FIRE

(A1) P0210950 – GALLS LLC, CHICAGO, IL

- Body armor.
- These goods are required to outfit our medic units, District Chiefs and Incident Support Units to provide an extra measure of safety.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S18032 with pricing through 8/31/2022.
- The Department of Fire recommends approval of this order.

Fiscal Year Fund Source(s) Fund Code(s) Fund Amount(s)
2021 Capital Equipment (Operating) 40014-6320-1301-71 $29,068.60

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 06/2016
PLANNING AND COMMUNITY DEVELOPMENT

(B1) P0210481 – CROWN PERSONNEL SERVICE, INC., DAYTON, 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.
- This amendment increases the previously authorized amount of $9,800.00 by $5,000.00 for a total not to exceed $14,800.00 and therefore requires City Commission approval.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The Department of Planning and Community Development 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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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-2320-1159-32</td>
<td>$5,000.00</td>
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</table>

PROCUREMENT, MANAGEMENT AND BUDGET

(C1) P0210947 – MYSIDEWALK, INC., KANSAS CITY, MO
- Cloud software licensing and dashboard hosting.
- These services are required to create and host custom dashboards for the Dayton Survey and Opportunity Zone programs.
- MySidewalk, Inc., is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated.
- 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>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-2720-1159-51</td>
<td>$28,875.00</td>
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</table>

PUBLIC WORKS – FLEET MANAGEMENT

(D1) P0210952 – MCCLUSKEY CHEVROLET, CINCINNATI, OH
- Three (3) 2022 four-wheel drive extended cab pickup trucks.
- These vehicles are required for the daily operations of the Department and will replace Units #1711, #1712 and #3032 which will be disposed of in the best interest of the City.
- Eight (8) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB 21025D with pricing through 3/31/2022.
- The Department of Public Works recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2021</td>
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<td>2021</td>
<td>Issue 9 – General Fund</td>
<td>10001-6430-1412-54</td>
<td>$62,462.00</td>
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</table>
WATER – WATER ENGINEERING

(E1) P0210953 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH
- Inspection, maintenance, repair and/or recertification and potential rebuild of backflow preventers and pressure type vacuum breakers as needed through 12/31/2021.
- These services are required to maintain and certify serviceability of backflow prevention devices in accordance with the Ohio Environmental Protection Agency regulations.
- Fourteen (14) possible vendors were solicited and four (4) bids were received. This order establishes a price agreement per IFB N21014 with pricing through 5/31/2025.
- The Department of Water requests additional authority of $60,000.00 through 5/31/2025.
- The Department of Water recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
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<td>$15,000.00</td>
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<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3420-1159-54</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Water Operating</td>
<td>53000-3420-1159-54</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Water Operating</td>
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<td>2025</td>
<td>Water Operating</td>
<td>53000-3420-1159-54</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(E2) P0210956 – ENVIRONMENTAL AIR PRODUCTS, INC. dba EAP, INC., CINCINNATI, OH
- Repairs to ventilation system and installation of new air flow controller equipment.
- These goods and services are required to maintain the ventilation system in the laboratory at the Water Reclamation plant.
- Environmental Air Products, Inc. dba EAP, Inc. is recommended as the Original Equipment Manufacturer (OEM) authorized regional distributor; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $36,000.00 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>2022</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
<td>$18,000.00</td>
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<tr>
<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>

(E3) P0210951 – METROPOLITAN ENVIRONMENTAL SERVICES, HILLIARD, OH
- Sonar scan of the sewer interceptor.
- This service is required as part of the Hydrogen Sulfide Control Plan.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18018JL with firm pricing through 12/31/2021.
- 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>Waste Water Treatment</td>
<td>55003-3460-1424-54-SF1415</td>
<td>$26,483.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION (CONTINUED)

(E4) P0210955– WEIFFENBACH MARBLE & TILE COMPANY, CLAYTON, OH

- Epoxy flooring including prep existing concrete and installation services.
- These goods and services are required to replace flooring in various rooms at the Water Reclamation plant.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19019N with pricing through 7/31/2022.
- 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>
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</thead>
<tbody>
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<td>2021</td>
<td>Waste Water Treatment</td>
<td>55003-3460-1424-54-SF2107</td>
<td>$22,499.00</td>
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</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(E5) P0210954 – DEFRIES COPP LLC dba COPP SYSTEMS INTEGRATOR, DAYTON, OH

- Replace existing cameras, new cameras, network video recorder, cabling and related items.
- These goods and services are required to replace obsolete equipment at the Water Supply and Treatment plant.
- DeFries Copp LLC dba Copp Systems Integrator is the OEM of the existing security network; therefore, this purchase was negotiated.
- DeFries Copp LLC dba Copp Systems Integrator 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>Water Operating</td>
<td>53000-3430-1157-54</td>
<td>$21,029.65</td>
</tr>
</tbody>
</table>

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

From 6480 - PW/Property Management
Supplier, Vendor, Company, Individual
Name O & S Associates, Inc.
Address 471 East Broad Street
Suite 910
Columbus, Ohio 43215

Date June 9, 2021
Expense Type Contract Modification
Total Amount $26,400.00 thru 12/31/2022

Fund Source(s) Fund Code(s) Fund Amount(s)
Facility Improvements Fund 40003-6480-1425-54 $26,400.00

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

Description

CITY HALL BASEMENT AREAWAY/VAULTED SIDEWALK DESIGN SERVICES – SECOND AMENDMENT

The Department of Public Works requests approval for a second amendment to the City’s agreement with O & S Associates, Inc. for City Hall Basement Areaway/Vaulted Sidewalk Design Services project. This Amendment will add necessary construction administration services to the Agreement. This includes attending bi-weekly construction progress meetings, reviewing the construction contractor’s compliance as to the plans and specifications, reviewing and resolving project submittals, request for interpretation’s, substitution requests, and providing project design and specification revisions based upon field conditions.

This project is fully funded from the Facility Improvements Fund.

The current service agreement amount is $44,420.00. The second amendment, which totals $26,400.00, will increase the contract with O & S Associates, Inc. for the City Hall Basement Areaway/Vaulted Sidewalk Design Services to $70,820.00.

The agreement has been approved by the Department of Law as to form and correctness. A copy of the Second Amendment and the Certificate of Funds are attached.

Signatures/Approval

Approved by City Commission

Division
Department
City Manager
FORM NO. MS-16

Updated 1/2019
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>Contract Start Date</td>
<td>Upon Execution</td>
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</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/22</td>
<td></td>
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<tr>
<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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<td>Remaining Commission Approval</td>
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<tr>
<td>Original CT/CF</td>
<td>CT18-2156</td>
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<tr>
<td>Increase Encumbrance</td>
<td>$26,400.00</td>
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<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<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 original City Manager's Report
- Copy of Original Certificate of Funds

| Amount: | $26,400.00 |
| Fund Code: | 40003 - 6480 - 1425 - 54 - XXXX - XXXX |
| Vendor Name: | O&S Associates |
| Vendor Address: | 471 East Broad St., Suite 910 Columbus Ohio 43215 Street City State Zipcode + 4 |
| Federal ID: | 223429552 |
| Commodity Code: | 90600 |
| Purpose: | The second amendment will cover additional construction administration services for the vaulted sidewalk/basement areaway roof structure at City Hall, North Ludlow Street side. |

Contact Person: Chatan Robinson Public Works/Property Management 5/25/2021 Department/Division Date

Originating Department Director's Signature: [Signature]

5/25/2021

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

[Signature] Finance Director Signature 06/11/2021 Date

CF Prepared by [Signature] 5/28/2021 Date CF/CT Number CT18-2156

weno+2

5/28/2021
SECOND AMENDMENT TO
DESIGN SERVICES AGREEMENT

This Second Amendment to Design Services Agreement, is entered into this ___ day of
__________, 2021 is between the City of Dayton, Ohio, a municipal corporation in and of the State of
Ohio (“City”) and O&S Associates, Inc. (“Consultant”).

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on November 21, 2018 for
Engineering Design Services to perform an inspection, evaluation, and prepare construction drawings for
the repair to the vaulted sidewalk/basement areaway at City Hall at 101 W. Third Street, Dayton, Ohio;
(“Agreement”) and,

WHEREAS, the City declared an emergency under Section 86 of the Dayton City Charter due to
the severely deteriorated vaulted sidewalk/basement areaway along North Ludlow Street at City Hall and
the associated potential safety issues; and,

WHEREAS, pursuant to paragraph H of the Agreement, the City and Consultant may amend the
Agreement; and,

WHEREAS, on July 29, 2019 the City and Consultant entered into a First Amendment of the
Agreement; and,

WHEREAS, the City desires additional work performed by Consultant; and,

WHEREAS, the City and Consultant agree that additional work will require additional
compensation to be paid to the Consultant.

NOW, THEREFORE, the City and Consultant hereby agree to a Second Amendment of the
Agreement as follows:

Section 1. Under this Second Amendment, the Consultant shall perform the following additional
engineering services:

Scope of Construction Phase Services:

1. Field Engineering Services
   a. Attend bi-weekly progress meetings including a field review of the construction
      contractor’s compliance with the plans and specifications based on observations and
      measurements during each meeting.
   b. Layout of the work in the field.
   c. Punch list site visits. Includes punch list creation and back punch verification.
   d. Final inspection site visit.
   e. Provide various site visits as needed outside the bi-weekly progress meetings to review
      field conditions during construction.

2. Office Services
   a. Review project submittals and provide resolution.
   b. Review RFI’s and provide resolution.
   c. Review shop drawings and provide resolution.
   d. Field change order review and assist in preparation.
   e. Construction bulletin review and assist in preparation.
f. Contractor claim evaluation and provide feedback and resolution to the City.
g. Evaluation of substitution request and provide resolution.
h. Assist with pay request review.
i. Office follow-up after site visits, as necessary.

Section 2. In consideration of Consultant performing the additional engineering and design services described in Section 1, the City shall pay the Contractor an additional Twenty-Six Thousand Four Hundred Dollars and Zero Cents ($26,400.00). Payments will be made as itemized in the document attached hereto as Exhibit A.

Section 3. Article Three, of the Agreement, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Agreement shall commence upon execution by the City and shall terminate automatically on December 31, 2022, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article Six of the Agreement.

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

CITY OF DAYTON, OHIO

__________________________
City Manager

O&S ASSOCIATES, INC.

Title _______________________

APPROVED AS TO FORM
AND CORRECTNESS:

5/12/2021

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

__________________________ 20 __________

Min./Bk. _______  Pg. _______

__________________________
Clerk of the Commission

2
EXHIBIT A
ITEMIZED COSTS

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
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<td>Shop Drawing Review/In-Office Support</td>
<td>LUMP</td>
<td>1</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
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<tr>
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<tr>
<td>Reimbursable Expenses Allowance</td>
<td>LUMP</td>
<td>1</td>
<td>$2,000.00</td>
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</tbody>
</table>

$26,400.00
City Manager's Report

From: 5540 - PW/Property Management
Supplier, Vendor, Company, Individual
Name: O & S Associates, Inc.
Address: 471 East Broad Street
          Suite 910
          Columbus, Ohio 43215

Fund Source(s) | Fund Code(s) | Fund Amount(s)
----------------|--------------|------------------
Facilities Improvements | 40003-5540-1425-54 | $ 17,200.00

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

Description

CITY HALL BASEMENT AREAWAY/VAULTED SIDEWALK DESIGN SERVICES

The Department of Public Works request permission to enter into a Design Service Agreement with O&S Associates, Inc. in the amount of $17,200.00 to inspect, evaluate, and provide construction drawings and specifications to make necessary repairs to the basement areaway/vaulted sidewalk along North Ludlow Street at City Hall, 101 West Third Street, Dayton, Ohio. This sidewalk is actually a “top coating” to the basement roof, with area and offices below. The sidewalk and basement roof were constructed in 1961 and are well beyond their useful lives. Due to the deterioration, water has infiltrated through the cracks and has caused damage to the steel reinforcement and area below.

The amount of $17,200.00 is being funded from the Facilities Improvements Capital Fund.

This agreement commences upon execution by the City and shall terminate on December 31, 2019. The agreement has been approved by the Department of Law as to form and correctness.

A Certificate of Funds is attached for $17,200.00.

Signatures/Approval

Approved by City Commission

November 21, 2018

FORM NO. MS-16

Updated 8/2016
CITY OF DAYTON
DESIGN SERVICES AGREEMENT

THIS AGREEMENT, dated this 10 day of December, 2018 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and O&S Associates, Inc. ("Consultant"), a for-profit corporation operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, the City declared an emergency under Section 86 of the Dayton City Charter due to the severely deteriorated vaulted sidewalk/basement areaway along North Ludlow Street at City Hall and the associated potential safety issues; and,

WHEREAS, the City issued a Request for Proposal ("RFP") for Engineering Design Services to perform an inspection, evaluation, and prepare construction drawings for the repair to the vaulted sidewalk/basement areaway; and,

WHEREAS, Consultant responded to the City's RFP, setting forth that it is experienced and qualified to provide the engineering design services, and is willing to provide such engineering design services to the City; and,

WHEREAS, Consultant’s response to the RFP has been accepted by the City.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the City and Consultant agree as follows:

ARTICLE I - SERVICES TO BE PERFORMED

Consultant shall investigate, inspect, and evaluate the extent of the deterioration to the vaulted sidewalk/basement areaway along Ludlow Street at City Hall 101 W. Third Street, Dayton, Ohio, and provide construction specifications and drawings for necessary repairs, hereinafter referred to as the ("Project").

Consultant shall perform and/or address the following:

Scope of Services:

1. Initial coordination with the City: Scheduling of field survey will be discussed as well as any available as-built or original design drawings will be requested.
2. Review any available drawings or original construction information provided by the City.
3. Visual inspection of the sidewalk along North Ludlow Street including visual inspection of the overhead vaulted areas from within the building/below the sidewalk. These observations will include:
   a. Concrete delaminations, spalls, and exposed steel reinforcement
   b. Leakage
   c. Cracking
   d. Corrosion Staining
   e. Sealants and waterproofing elements
4. Documentation of observed deterioration on existing plans as well as with photographs.
5. Engage with a third party contractor to provide exploratory removals of the sidewalk to inspect underlying waterproofing and structural roof slab.
6. Document existing conditions with sketches and photographs.
7. Develop a comprehensive structural repair and re-waterproofing repair program.
8. Prepare budget cost estimates for each recommended repair item and the various options for repair. This will include costs for engineered design and contract administration for the repair project.
9. Provide an engineering survey report of our findings.
10. Prepare project manual, technical specifications, and general editing of front end specifications from the owner for repair work and the general conditions of the proposed contract. These specifications will include the Consultant’s standard bidding documents.
11. Produce construction drawings and specifications in a format suitable for competitive bidding. These documents will include, at a minimum, a title sheet, sidewalk/vaulted slab structural repair plans, and construction details to adequately illustrate work.

Items 1-9 shall be completed and delivered to the City within four (4) weeks from when the Notice to Proceed is dated and Items 10-11 shall be completed and delivered to the City within four (4) weeks after items 1-9 are completed and delivered.

All plans, drawings, photographs, sketches, and files shall become the property of the City. Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation.

The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the “Services.” Consultant shall have no liability for defects in the Services attributable to Consultant’s reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

**ARTICLE II- COMPENSATION**

The City shall pay Consultant a sum not to exceed Seventeen Thousand Two Hundred Dollars and Zero Cents ($17,200.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the total project price submitted in the Proposal. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.
ARTICLE III- TERM

This Agreement shall commence upon execution by the City and shall terminate automatically on December 31, 2019, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article 6 of this Agreement.

ARTICLE IV- INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent 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 or its employees, agents, and representatives.

ARTICLE V- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain, at its sole cost and expense, and 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, insurance compliant with the following minimums:

1. General/Comprehensive liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate; and

2. Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each person and One Million Dollars ($1,000,000) for each accident; and

3. Workers’ compensation insurance, in such amounts as required by Ohio law, and Employer’s liability insurance with a limit of Five Hundred Thousand Dollars ($500,000) for each occurrence; and

4. Professional liability, with a minimum annual aggregate of Five Hundred Thousand Dollars ($500,000); and

5. Errors and omissions insurance in the amount of Five Hundred Thousand Dollars ($500,000), to protect the City from any errors that Consultant or its employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

All policies of general/comprehensive liability insurance required herein shall name the City, its elected officials, officers, employees, agents, and volunteers as additional insured. All insurance policies, excluding Workers’ compensation insurance, shall contain the requirement that the City be notified thirty (30) days in advance of any termination or diminution of coverage.

Within thirty (30) days of the execution of this Agreement, Consultant shall furnish the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein.

Consultant shall provide the City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.
ARTICLE VI- TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform according to the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan to cure acceptable to the City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and the City shall pay Consultant only for those services accepted by the City.

The City may terminate or suspend performance of this Agreement for the City’s convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for the City’s convenience, upon restart, an equitable adjustment may be made to Consultant’s compensation, if necessary. In the event of termination by the City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

In either event, Consultant shall terminate the Services according to a schedule acceptable to the City.

ARTICLE VII- COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Consultant: O&S Associates, Inc.
471 East Broad Street
Suite 910
Columbus, Ohio 43215
Attention: Venkitasamy Perumalsamy, President

City: City of Dayton
Division of Property Management
P.O. Box 22
101 West Third Street
Dayton, Ohio 45402
Attention: D. Joey Shope

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

ARTICLE VIII- 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 contract as fully 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 IX- CONFIDENTIALITY

Either party may provide the other 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 marketplace 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 two (2) years following the date of disclosure of the confidential or proprietary information, it shall 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 shall 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 shall 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 either party’s use or disclosure of confidential or proprietary 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 by the other party, (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 a party to this Agreement.

ARTICLE X- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment.

Consultant shall retain its rights in standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.

The parties further acknowledge that the City may not use Consultant’s work product for any project or applications other than the Project referenced herein, without the expressed written permission of Consultant.

ARTICLE XI- GENERAL PROVISIONS

A. Waiver

A waiver by either the City or Consultant 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 will not affect the waiving party’s rights with respect to any other or further breach.

B. Delay

Neither the City nor Consultant 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; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure
permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City of Consultant 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.

C. Governing Law & 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 suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Meetings and Evaluation

Consultant shall meet with the City’s designees at such times designated by the City to review and discuss performance of this Agreement. Consultant shall cooperate with the City in all respects concerning the review and monitoring of Consultant’s performance pursuant to this Agreement.

E. Independent Contractor

By executing this Agreement, 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 is prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Paragraph. 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 person retained or hired by Consultant to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of his employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

F. Assignment

Consultant may not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Paragraph shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

G. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.
H. Amendment

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of the City and Consultant, approved by the City’s Director of Central Services, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

I. Effect of Conflicting Documents

In the event any conflict between this Agreement and any term or condition found within any other document including, but not limited to the terms and conditions of this Agreement shall control.

J. 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, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

K. Political Contributions

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

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

CITY OF DAYTON, OHIO

[Signature]
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

November 21, 2018

[Signature]
Clerk of the Commission

O&S ASSOCIATES, INC.

By: [Signature]
Print: Phillip Haley

Its: [Signature]
CITY HALL BASEMENT AREAWAY/VAULTED SIDEWALK DESIGN SERVICES – FIRST AMENDMENT

The Department of Public Works requests approval for a first amendment to the City’s agreement with O & S Associates, Inc. for City Hall basement areaway/vaulted sidewalk design services. During the initial investigation, it was determined that the overall area and deterioration of the basement areaway/vaulted sidewalk was far greater than initially thought as portions of the basement walls, columns, and beams would need to be repaired and subsequently included in the overall design. Since this was noticed, the Department of Public Works also wished to design and install an ADA (Americans with Disabilities Act) accessible egress on the North Ludlow Street side of City Hall. Due to the existing building constraints and given the direct proximity of this egress to the basement areaway/vaulted sidewalk, it is recommended to include the necessary ADA egress investigation and design into the original agreement.

This project is fully funded from the Facilities Improvements Capital Fund.

The current service agreement amount is $17,200.00. The first amendment, which totals $27,220.00, will increase the contract with O & S Associates, Inc. for the City Hall basement areaway/vaulted sidewalk design services to $44,420.00.

The agreement has been approved by the Department of Law as to form and correctness. A copy of the First Amendment and the Certificate of Funds are attached.

Signed by

Approved by City Commission

Updated 1/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td></td>
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<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
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<td>Original Commission Approval</td>
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</tbody>
</table>

Amount: $27,220.00

Fund Code: 40003 6480 1425 54 XXXX XXXX

Amount: __________

Fund Code: XXXX XXXX XXXX XXXX XXXX XXXX

Vendor Name: O&S Associates

Vendor Address: 471 East Broad St., Suite 910 Columbus OH 43215

Street City State Zipcode + 4

Federal ID: 223429552

Commodity Code: 90600

Purpose: Additional basement areaway/vaulted sidewalk design services at City Hall, North Ludlow Street side as well as include the necessary ADA (American with Disabilities Act) egress investigation and design.

Contact Person: Chathan Robinson

Public Works/Property Management Department/Division 7/10/2019 Date

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Date 7/16/19

CT18-2156 CORD #1

October 18, 2011

Finance Department
FIRST AMENDMENT TO
DESIGN SERVICES AGREEMENT

This First Amendment to Design Services Agreement, is entered into this 29th day of July, 2019 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) and O&S Associates, Inc. (“Consultant”).

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on November 21, 2018 for Engineering Design Services to perform an inspection, evaluation, and prepare construction drawings for the repair to the vaulted sidewalk/basement areaway at City Hall at 101 W. Third Street, Dayton, Ohio; and,

WHEREAS, the City declared an emergency under Section 86 of the Dayton City Charter due to the severely deteriorated vaulted sidewalk/basement areaway along North Ludlow Street at City Hall and the associated potential safety issues; and,

WHEREAS, the City desires additional work performed by Consultant; and,

WHEREAS, the City and Consultant agree that additional work will require additional compensation to be paid to the Consultant.

NOW, THEREFORE, the City and Consultant hereby agree to amend the Agreement as follows:

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

   ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall investigate, inspect, and evaluate the extent of the deterioration to the vaulted sidewalk/basement areaway along North Ludlow Street at City Hall 101 W. Third Street, Dayton, Ohio, investigate, inspect, develop feasible options for an Americans with Disabilities Act (ADA) accessible egress, and provide construction specifications and drawings for necessary vaulted sidewalk/basement areaway repairs and the installation of an ADA egress, hereinafter referred to as the “Project”.

Consultant shall perform and/or address the following:

Scope of Services:

1. Initial coordination with the City: Scheduling of field survey will be discussed as well as any available as-built or original design drawings will be requested.
2. Review any available drawings or original construction information provided by the City.
3. Visual inspection of the sidewalk along North Ludlow Street included visual inspection of the overhead vaulted areas from within the building/below the sidewalk. These observations will include:
   a. Concrete delaminations, spalls, and exposed steel reinforcement
   b. Leakage
   c. Cracking
   d. Corrosion Staining
   e. Sealants and waterproofing elements
4. Documentation of observed deterioration on existing plans as well as with photographs.
information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

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

   **ARTICLE II- COMPENSATION**

   The City shall pay Consultant a sum not to exceed Forty-Four Thousand Four Hundred Twenty Dollars ($44,420.00) for the Services actually provided in accordance with this Agreement, as amended. Payment for the Services shall be based upon the total project price submitted in the Proposal. Consultant may submit invoices to City for partial payment on a monthly basis.

3. Article III is deleted in its entirety and replaced with the following:

   **ARTICLE III- TERM**

   This Agreement shall commence upon execution by the City and shall terminate automatically on December 31, 2021, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article 6 of this Agreement.

4. 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 City, by a duly authorized representative, and Consultant have each executed this First Amendment as of the date first set forth above.

---

**CITY OF DAYTON, OHIO**

[Signature]

City Manager

---

**O&S ASSOCIATES, INC.**

By: [Signature]

Its: [Project Manager]

---

**APPROVED AS TO FORM AND CORRECTNESS:**

[Signature]

City Attorney

---

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

[Signature]

July 24, 2019

Min. Bk. 15  Pg. ___

[Signature]

Kaela Jaremker
Clerk of the Commission
City Manager’s Report

From 6243 - Police/West Patrol Ops Div
Supplier, Vendor, Company, Individual

Name Greater Dayton Premier Management
Address 400 Wayne Ave.
Dayton, Ohio 45410

Date June 9, 2021
Expense Type Service Agreement
Total Amount $297,700.00 (thru 6/30/22)

Fund Source(s) Fund Code(s) Fund Amount(s)
GDPM Community Policing 16006-6243-22611-71 $297,700.00

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

Description

Community Based Police Officers Service Agreement

The Department of Police requests permission to enter into a Service Agreement which will continue Community Policing collaboration with Greater Dayton Premier Management (GDPM) as outlined in the attached 2021-2022 Agreement and Attachment A.

GDPM shall reimburse the City of Dayton for personnel costs associated with the specialized assignment of three (3) full-time Community Based Police Officers. GDPM requests reassignment of officers during an estimated period, December 7, 2021 through December 20, 2021, to limit their cost and remain within their available budget for this service.

The current Agreement ends June 30, 2020. The period for this Agreement is July 1, 2021 through June 30, 2022.

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

A Certificate of Revenue is attached.

MB

Signatures/Approval

Approved by City Commission

Clerk
Date

P.S.
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:  
Name: Greater Dayton Premier Management
Address: 400 Wayne Ave

City: Dayton  State: Ohio  Zip+4: 45410

Customer #: @00005846  Address Location #: P1

Federal ID#: 31-6000102

Revenue Information:  
Fund: 16006  Organization: 6243  Revenue: 22811  Program: 71

Contract Information:  
Contract Start Date: 7/1/2021  Contract Expiration Date: 6/30/2022

Billing Information:  
Rate: actual $ + fringes per officer  Arrears X  Pre-bill

Monthly (1st month of billing): August 2021 for July 2021:
Quarterly (1st month of quarter):
Semi-annual (1st month of half):
Annual (1st month of billing):

Other (explain): Not to exceed $297,700; cost containment period estimated to be 12/7/21-12/20/21 or as necessary. To be invoiced by DPD Fiscal

Rate Change Date: 1/1/20  Estimated 2%  Rate Change Amount:

Description of Services (wording on invoice): The City shall provide community policing services to Greater Dayton Premier Management and invoice monthly.

Departmental Approval

E-SIGNED by Matt Carper on 2021-05-27 14:24:15 GMT

TO BE COMPLETED BY FINANCE

Revenue Contract Number: 5-5846  Auditor:  
Auditor's Signature:  
Date: 5/17/2021

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

Director of Finance:  
Signature:  
Date: 5/27/2021
AGREEMENT

THIS AGREEMENT is made this _______ day of ________________, 2021, between the City of Dayton, Ohio, an Ohio municipal corporation (hereinafter referred to as the “City”) and Greater Dayton Premier Management, (hereinafter referred to as “GDPM”), located at 400 Wayne Ave., Dayton, Ohio 45410.

WITNESSETH THAT:

WHEREAS, the City and GDPM desire to decrease crime and increase safety within GDPM owned and operated housing sites within the City of Dayton by continuation of a community-based police program;

WHEREAS, the City can provide police personnel to work with the neighborhoods defined, in efforts to facilitate a friendly law enforcement presence in the geographic area of the City of Dayton as identified herein.

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

Section 1. Scope of Services

The City shall provide the policing services, as described in Attachment A, which is incorporated herein by reference, at the GDPM owned and operated housing sites.

Section 2. Funding

For the services provided pursuant to this Agreement, GDPM will grant to the City a maximum of Two Hundred Ninety-Seven Thousand Seven Hundred Dollars and Zero Cents ($297,700.00) during a twelve (12) month period or when funds are expended, whichever comes first.

GDPM shall pay the City for the services of the police personnel assigned pursuant to this Agreement a maximum regular hourly rate of $34.48 per hour, plus fringes, for each police officer.

The City will invoice GDPM monthly for services completed. All invoices shall state the invoice period, total amount requested, provide detailed documentation and other information and/or support required for the invoiced amount. Unless disputed, GDPM shall tender payment within thirty (30) days from receipt of the invoice and all required supporting documentation.

The hourly rates listed above reflect an amount equal to the current maximum regular hourly rate of pay as established by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. GDPM agrees to pay any increase in the forgoing hourly rates necessitated by negotiation of a new labor agreement or regulation, order or law binding upon the City. “Fringe benefits,” as used herein includes: pension, unemployment, vacation, holiday, sick leave, workers’ compensation, health insurance, dental insurance, basic life/death/disability insurance, employee termination, uniform allowance, shift differential, longevity, physical fitness incentive and educational incentive, as determined by the City’s Finance Department.
Section 3. Independence of Operation

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

All police services provided hereunder are bound by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44.

The award and/or payment of funds by GDPM shall not be construed to create any special duty or relationship, contractual or otherwise, between the City and the entities of Greater Dayton Premier Management. The City shall exercise its sole discretion in providing community based police services within the geographic areas. The City shall construe no provision of this Agreement as a waiver of immunity.

Section 4. Measurement of Outcomes

The City’s Police Department, assigned police personnel and representatives of GDPM will track interventions and agency referrals using their respective protocols. The City will prepare and submit monthly reports to GDPM concerning the services provided during the preceding month. These monthly reports shall be in a mutually agreed upon format, shall contain mutually agreed upon information, and shall be provided to GDPM no later than the 15th day of each month that this Agreement is effective.

Additionally, the City shall provide timely notification to GDPM or its designee of major incidents or events of interest (related to crime and/or activities involving the assigned police personnel that occur within the geographical areas). Further, the City shall cooperate and agrees to submit to GDPM or its designee, as may be requested from time to time, reports that provide a statistical review of crimes (including “Class A” crimes in the geographical areas). Such reports shall include, but not be limited to, the description of the crime, date and time of the crime, resulting intervention/punishment by the judicial system, monthly trends/comparison, annual trends/comparisons and any other information as may be reasonably requested by GDPM.

Section 5. Services Provided by the Dayton Police Department

It is expressly understood that the GDPM Community Police Program, established by this agreement, is a supplemental police effort, over and above service levels that would normally be provided to this neighborhood if this program did not exist. Personnel assigned to the GDPM Community Police Program shall be removed from the neighborhood during their tour of duty only for well-defined emergencies as determined by the Chief of Police, or his designee.

Section 6. Term

As part of planned cost containment, the City will not provide these services between December 7, 2021 and December 20, 2021 for a maximum of 240 work hours, which is equal to one (1) pay period, exact dates for personnel may be adjusted. If necessary, additional planned cost containment beyond the dates mentioned above, would be at the end of the contract period, when all funds have been expended, as noted in paragraph one Section 2. The term of this Agreement
shall begin July 1, 2021 and expire June 30, 2022 or when funds are expended in full, whichever comes first.

Section 7. Notices

All notices permitted or required by this Agreement shall be deemed given when mailed by certified mail, return receipt requested, postage paid, addressed to the other party using the following addresses:

Greater Dayton Premier Management
Mr. Jim Goodwill, Security Assistant
400 Wayne Ave.
Dayton, Ohio 45410

With a copy to: CEO

City of Dayton
Attention: Chief of Police
335 West Third Street
Dayton, Ohio 45402

With a copy to: City of Dayton, Law Department

Section 8. Equal Opportunity

The parties agree to comply with all applicable federal, state and local laws regarding equal employment opportunity and non-discrimination in employment practices and personnel policies.

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

Section 9. Amendment

Either party may recommend amendments to this Agreement, at any time, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, and is executed by a duly authorized representative of each and all parties.

Section 10. Political Contributions

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

Section 11. Integration

This Agreement with Attachment A represent the entire and integrated Agreement between the City of Dayton and GDPM. This Agreement supersedes all prior and contemporaneous
communications, representations, understandings, agreements, or contracts, whether oral or written, relating the subject matter of the Agreement and Attachment A.

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

CITY OF DAYTON, OHIO

________________________
City Manager

APPROVED BY:

E-SIGNED by Matt Carper on 2021-05-27 14:24:26 GMT

________________________
Director and Chief of Police

GREATER DAYTON PREMIER MANAGEMENT

Jennifer N. Heapy

Federal I.D. Number: 31-6000102

Phone: (937) 910-7500

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

__________________________, 2021

Min./Bk. _______ Pg. _______

________________________
Clerk of Commission

APPROVED AS TO FORM AND CORRECTNESS:

5/20/2021

\[
\text{X} \quad \text{John Musto for}
\]

City Attorney

Signed by: Musto, John
Attachment A

The following further describes the Community Police Program for Greater Dayton Premier Management, hereinafter referred to as GDPM, and the Agreement between the City of Dayton.

1. GDPM, through its duly authorized representative, requests the services of three (3) officers on a full-time basis to provide police services within its communities on ten (10) hour shifts and the officers will normally be scheduled in a manner to cover Monday through Friday, unless directed otherwise by a GDPM representative. All scheduling will be completed in accordance to the current labor agreement with the City of Dayton. The shift will be defined by spending ten (10) hours patrolling all GDPM housing sites within the City as is feasible, given work load. GDPM may also request that the officers be assigned to a specific GDPM site to address specific concerns based on the need as determined by GDPM.

2. GDPM will provide telephone services to City police personnel assigned hereunder. The City shall furnish all other equipment, supplies and labor necessary thereto under the GDPM Community Police Program.

3. It is expressly understood and agreed by both parties that a sergeant shall have oversight responsibilities under this Agreement and shall report any and all security activities directly to GDPM Security and to the Department Chain of Command according to Police procedures. Additional reporting requests are described in Section 5 of the Agreement and apply as requested.

4. The City will invoice GDPM for the services provided based on the current hourly pay rates, plus fringe benefits, as set forth in Section 2 of the Agreement. Overtime rates with benefits will apply as appropriate to any additional requested services.

5. The City agrees to remove or replace (either on a temporary or a permanent basis) any officer assigned to GDPM if said officer is absent from work for more than two (2) consecutive weeks, regardless of the reason. The City may determine the preferred method of replacement depending on available manpower; to adjust invoicing, amend contract or to provide overtime force for coverage at additional hourly cost to the customer, but not to exceed the contractual amount available.
AGREEMENT

THIS AGREEMENT is made this 30th day of June, 2020, between the City of Dayton, Ohio, an Ohio municipal corporation (hereinafter referred to as the “City”) and Greater Dayton Premier Management, (hereinafter referred to as “GDPM”), located at 400 Wayne Ave., Dayton, Ohio 45410.

WITNESSETH THAT:

WHEREAS, the City and GDPM desire to decrease crime and increase safety within GDPM owned and operated housing sites within the City of Dayton by continuation of a community based police program;

WHEREAS, the City can provide police personnel to work with the neighborhoods defined, in efforts to facilitate a friendly law enforcement presence in the geographic area of the City of Dayton as identified herein.

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

Section 1. Scope of Services

The City shall provide the policing services, as described in Attachment A, which is incorporated herein by reference, at the GDPM owned and operated housing sites.

Section 2. Funding

For the services provided pursuant to this Agreement, GDPM will grant to the City a maximum of Two Hundred Ninety-Seven Thousand Seven Hundred Dollars and Zero Cents ($297,700.00) during a twelve (12) month period or when funds are expended, whichever comes first.

GDPM shall pay the City for the services of the police personnel assigned pursuant to this Agreement a maximum regular hourly rate of $34.48 per hour, plus fringes, for each police officer.

The City will invoice GDPM monthly for services completed. All invoices shall state the invoice period, total amount requested, provide detailed documentation and other information and/or support required for the invoiced amount. Unless disputed, GDPM shall tender payment within thirty (30) days from receipt of the invoice and all required supporting documentation.

The hourly rates listed above reflect an amount equal to the current maximum regular hourly rate of pay as established by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. GDPM agrees to pay any increase in the foregoing hourly rates necessitated by negotiation of a new labor agreement or regulation, order or law binding upon the City. “Fringe benefits,” as used herein includes: pension, unemployment, vacation, holiday, sick leave, workers' compensation, health insurance, dental insurance, basic life/death/disability insurance, employee termination, uniform allowance, shift differential, longevity, physical fitness incentive and educational incentive, as determined by the City’s Finance Department.
Section 3. Independence of Operation

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

All police services provided hereunder are bound by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44.

The award and/or payment of funds by GDPM shall not be construed to create any special duty or relationship, contractual or otherwise, between the City and the entities of Greater Dayton Premier Management. The City shall exercise its sole discretion in providing community based police services within the geographic areas. The City shall construe no provision of this Agreement as a waiver of immunity.

Section 4. Measurement of Outcomes

The City’s Police Department, assigned police personnel and representatives of GDPM will track interventions and agency referrals using their respective protocols. The City will prepare and submit monthly reports to GDPM concerning the services provided during the preceding month. These monthly reports shall be in a mutually agreed upon format, shall contain mutually agreed upon information, and shall be provided to GDPM no later than the 15th day of each month that this Agreement is effective.

Additionally, the City shall provide timely notification to GDPM or its designee of major incidents or events of interest (related to crime and/or activities involving the assigned police personnel that occur within the geographical areas). Further, the City shall cooperate and agrees to submit to GDPM or its designee, as may be requested from time to time, reports that provide a statistical review of crimes (including “Class A” crimes in the geographical areas). Such reports shall include, but not be limited to, the description of the crime, date and time of the crime, resulting intervention/punishment by the judicial system, monthly trends/comparison, annual trends/comparisons and any other information as may be reasonably requested by GDPM.

Section 5. Services Provided by the Dayton Police Department

It is expressly understood that the GDPM Community Police Program, established by this agreement, is a supplemental police effort, over and above service levels that would normally be provided to this neighborhood if this program did not exist. Personnel assigned to the GDPM Community Police Program shall be removed from the neighborhood during their tour of duty only for well-defined emergencies as determined by the Chief of Police, or his designee.

Section 6. Term

As part of planned cost containment, the City will not provide these services between December 7, 2020 and December 20, 2020 for a maximum of 240 work hours, which is equal to one (1) pay period, exact dates for personnel may be adjusted. If necessary, additional planned cost containment beyond the dates mentioned above, would be at the end of the contract period, when all funds have been expended, as noted in paragraph one Section 2. The term of this Agreement
shall begin July 1, 2020 and expire June 30, 2021 or when funds are expended in full, whichever comes first.

Section 7. Notices

All notices permitted or required by this Agreement shall be deemed given when mailed by certified mail, return receipt requested, postage paid, addressed to the other party using the following addresses:

Greater Dayton Premier Management
Mr. Jim Goodwill, Security Assistant
400 Wayne Ave.
Dayton, Ohio 45410

With a copy to: CEO

City of Dayton
Attention: Chief of Police
335 West Third Street
Dayton, Ohio 45402

With a copy to: City of Dayton, Law Department

Section 8. Equal Opportunity

The parties agree to comply with all applicable federal, state and local laws regarding equal employment opportunity and non-discrimination in employment practices and personnel policies.

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

Section 9. Amendment

Either party may recommend amendments to this Agreement, at any time, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, and is executed by a duly authorized representative of each and all parties.

Section 10. Political Contributions

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

Section 11. Integration

This Agreement with Attachment A represents the entire and integrated Agreement between the City of Dayton and GDPM. This Agreement supersedes all prior and contemporaneous
communications, representations, understandings, agreements or contracts, whether oral or written, relating the subject matter of the Agreement and Attachment A.

IN WITNESS WHEREOF, the City and GDPM, 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

GREATER DAYTON PREMIER MANAGEMENT

[Signature]
Jennifer N. Heapy, CEO
Federal I.D. Number: 31-6000102
Phone: (937) 910-7500

APPROVED BY:

[Signature]
Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

6/5/2020

[Signature]
John Musto for
City Attorney

[Signature]
Signed by: Musto, John

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

[Signature]
June 24, 2020

[Signature]
Min./Bk. I-lle Pg.

[Signature]
Clerk of Commission
Attachment A

The following further describes the Community Police Program for Greater Dayton Premier Management, hereinafter referred to as GDPM, and the Agreement between the City of Dayton.

1. GDPM, through its duly authorized representative, requests the services of three (3) officers on a full-time basis to provide police services within its communities on ten (10) hour shifts and the officers will normally be scheduled in a manner to cover Monday through Friday, unless directed otherwise by a GDPM representative. All scheduling will be completed in accordance to the current labor agreement with the City of Dayton. The shift will be defined by spending ten (10) hours patrolling all GDPM housing sites within the City as is feasible, given work load. GDPM may also request that the officers be assigned to a specific GDPM site to address specific concerns based on the need as determined by GDPM.

2. GDPM will provide telephone services to City police personnel assigned hereunder. The City shall furnish all other equipment, supplies and labor necessary thereto under the GDPM Community Police Program.

3. It is expressly understood and agreed by both parties that a sergeant shall have oversight responsibilities under this Agreement and shall report any and all security activities directly to GDPM Security and to the Department Chain of Command according to Police procedures. Additional reporting requests are described in Section 5 of the Agreement and apply as requested.

4. The City will invoice GDPM for the services provided based on the current hourly pay rates, plus fringe benefits, as set forth in Section 2 of the Agreement. Overtime rates with benefits will apply as appropriate to any additional requested services.

5. The City agrees to remove or replace (either on a temporary or a permanent basis) any officer assigned to GDPM if said officer is absent from work for more than two (2) consecutive weeks, regardless of the reason. The City may determine the preferred method of replacement depending on available manpower; to adjust invoicing, amend contract or to provide overtime force for coverage at additional hourly cost to the customer, but not to exceed the contractual amount available.
City Manager’s Report

From 9980 - DPMB/Management & Budget
Supplier, Vendor, Company, Individual
Name Five Rivers Metro Parks
Address 409 E. Monument Ave.
Dayton, OH 45402

Date June 9, 2021
Expense Type Other, (See Description Below)
Total Amount $50,000.00

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<th>Fund Amount(s)</th>
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<td>10000-9880-1221-99</td>
<td>$50,000.00</td>
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Includes Revenue to the City ☑ Yes ☐ No
Affirmative Action Program ☐ Yes ☐ No ☑ N/A

Description

Five Rivers Metro Parks Contribution for 2021

The Department of Procurement, Management and Budget requests permission to enter into a Memorandum of Agreement (MOA) with Five Rivers Metro Parks with a one-time financial contribution in 2021, in the amount of $50,000.00

Five Rivers Metro Parks is a community partner with a variety of organizations to advocate for and achieve several goals, including building active, healthy communities. The MOA contemplates the City and Five Rivers Metro Parks entering into a new Intergovernmental Agreement (IGA) as promptly as possible to set the terms for the on-going relationship between the parties. Pending the negotiation and agreement of a new IGA, the City will make a one-time $50,000.00 financial contribution comprised of the following:

1. $20,000.00 in replacement for the funding currently provided by the City under the existing IGA for the Replacement Reserve Fund;
2. $10,000.00 in replacement for the funding currently provided by the City under the existing IGA for utility charges within the public rights-of-way adjacent to RiverScape;
3. $6,750.00 as the City’s contribution toward the maintenance of the River Run project;
4. $6,192.00 to cover inflation for the above; and
5. $7,058.00 as the City’s contribution toward the maintenance costs of the Deeds Point Pedestrian Bridge.

The MOA has been reviewed and approved by Law as to form and correctness.

A Certificate of Funds in the amount of $50,000.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

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### Required Documentation

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

## Amount

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### Fund Code

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

## Attach additional pages for more FOAPALs

- **Vendor Name**: Five Rivers Metro Parks
- **Vendor Address**: 409 E. Monument Ave., Dayton, OH 45402
- **Federal ID**: 31-0937070
- **Commodity Code**: 999-99
- **Purpose**: funds to support the new pedestrian bridge project

## Contact Person

- **Shonda Bryant**

## Originating Department Director’s Signature

- **Diana Phayton**
- **Date**: 6/1/2021

## 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**: 6-3-2021

- **CF Prepared by**: [Signature]
- **Date**: 6-3-21

**CF/ICT Number**: CF 21-2996

Finance Department
October 18, 2011
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Agreement") is made as of __________, 2021, between THE CITY OF DAYTON, OHIO, an Ohio municipal corporation (the "City"), and FIVE RIVERS METROPARKS, an Ohio body politic and corporate organized under Chapter 1545 of the Ohio Revised Code ("MetroParks"), under the following circumstances:

A. The City and MetroParks are parties to the following documents affecting the RiverScape property on East Monument Street in the City of Dayton:

   (1) Agreement for a River Corridor Partnership between the City and MetroParks dated April 27, 1994, as amended (the "RCPA"). The RCPA relates to the control and operation of park and recreation properties owned by the City along the river corridors of the Great Miami River, the Mad River, the Stillwater River and Wolf Creek within the City, and allocates areas of primary control and responsibility for designated properties.

   (2) Intergovernmental Agreement among the City, MetroParks, the Board of County Commissioners of Montgomery County, Ohio (the "BCC"), the Miami Conservancy District ("MCD"), and Greater Dayton Regional Transit Authority ("RTA") dated May 25, 1999, as amended by Addendum dated August 17, 1999, First Amendment dated June 13, 2006 and Second Amendment dated July 8, 2015 (the "Existing IGA"). The Existing IGA relates to the construction, maintenance and operation of the RiverScape Project (as defined therein), including the use of certain transit improvements and City improvements within the rights-of-way adjoining the RiverScape Project, as well as areas located between the levees of the Great Miami River adjacent to the RiverScape Project.

   (3) Lease Agreement for RiverScape between the City and MetroParks dated November 1, 2008 (the "RiverScape Lease"), pursuant to which the City leased to MetroParks five (5) parcels of land comprising the primary elements of the RiverScape Project for a term of 49 years, expiring on October 31, 2057. The RiverScape Lease does not supersede either the Existing IGA or the RCPA but gives MetroParks control of the leased premises in support of MetroParks' investments in the RiverScape Project.

B. Numerous provisions of the Existing IGA relate to the initial construction of the RiverScape Project and are no longer applicable. To simplify and bring current the obligations of the parties, the parties desire to terminate the Existing IGA in favor of separate agreements, as follows: (i) an Intergovernmental Agreement between MetroParks and the BCC covering only BCC's funding obligations pertaining to the RiverScape Project; (ii) an Intergovernmental Agreement between the City and MetroParks pertaining only to the City's ongoing financial contributions to the RiverScape Project (the "New IGA"); and (iii) separate agreements between MetroParks and MCD and the RTA acknowledging the termination of the IGA and preserving only those operational and maintenance terms that those parties agree should remain in effect.

C. MetroParks, in cooperation with the Montgomery County Transportation Improvement District, has undertaken the obligation to replace the Deeds Point Pedestrian Bridge across the Great Miami River at its confluence with the Mad River. As part of the financing of the bridge replacement, MetroParks is required to own and control the bridge structure and its points of entry and exit for a minimum term of 75 years, and to obtain financial commitments for the maintenance of the bridge, including a commitment from the City.
D. MetroParks and the City mutually desire to update the RCPA, amend the RiverScape Lease, and replace the Existing IGA with the New IGA, on the terms described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, MetroParks and the City agree as follows:

1. New IGA. In light of the ongoing work in replacing the pedestrian bridge at RiverScape, entering into the New IGA is highest priority between the parties. MetroParks and the City agree as promptly as possible to negotiate the terms of the New IGA based on the principal terms set forth below:

(a) Pending the negotiation and agreement of a new IGA, the City will make a one-time financial contribution in 2021 to MetroParks in the amount of $50,000, comprised of the following:

$20,000 in replacement for the funding currently provided by the City under the Existing IGA for the Replacement Reserve Fund;

$10,000 in replacement of the funding currently provided by the City under the Existing IGA for utility charges assumed by MetroParks within the public rights-of-way adjacent to RiverScape;

$6,750 as the City's contribution toward the maintenance of the River Run Project;

$6,192 to cover inflation, over the long term, for the first three items above; and

$7,058 as the City's contribution toward the maintenance costs of the Deeds Point Pedestrian Bridge.

The funding obligations will continue so long as the RiverScape Lease remains in effect, including any future extensions to that agreement. However, the $7,058 per year contribution toward the maintenance of the Deeds Point Pedestrian Bridge shall expire in 75 years (i.e., after 75 annual contributions).

(b) The New IGA will require MetroParks to provide an annual report to the City as to the repair and replacement costs incurred for the prior year, including an itemization of any expenses in excess of $10,000 per item.

(c) The term of the New IGA will be a minimum of 75 years, and shall renew annually thereafter on a year-to-year basis so long as MetroParks remains in control of the RiverScape Project. After the initial 75-year term, the New IGA will be terminable by either party upon 6 months' notice to the other.

2. Amendment to RCPA. The RCPA will be amended and restated in its entirety, as follows:

(a) Provisions that are obsolete will be removed.

(b) To the extent that some of the River Corridor Properties identified in the RCPA are covered by separate leases between the City and MetroParks, the areas separately leased will be removed from the RCPA so as to avoid duplication. However, to the extent the existing leases do not contain certain City rights that are contained in the RCPA, and the City wishes for those
rights to be extended to the leased areas, MetroParks will cooperate with the City to effect amendments to those leases.

(c) Any financial contributions of the City will be removed, as those obligations will be separately covered in the New IGA.

(d) The term of the RCPA will be extended, at minimum, for a term corresponding with the RiverScape Lease.

3. Amendments to RiverScape Lease. The City and MetroParks will enter into an amendment to the RiverScape Lease (or an amended and restated RiverScape Lease), the principal terms of which will include the following:

(a) To the extent that the Existing IGA includes terms that pertain to the public rights-of-way adjacent to RiverScape, the areas between the levees (to the extent owned by the City) adjacent to RiverScape, and other rights and obligations regarding the maintenance and operation of RiverScape, the RiverScape Lease will be amended to incorporate those properties and those provisions (subject to the paramount rights of MCD with regard to flood control matters, where applicable). The amendment will add the Deeds Point Pedestrian Bridge and its entrance and exit areas to the property leased by the RiverScape Lease.

(b) To the extent that the RCPA includes terms and conditions applicable to RiverScape that are not currently included in the RiverScape Lease, those terms and conditions will be incorporated in the RiverScape Lease.

4. Timing. MetroParks and the City agree to use their best efforts to complete all of the new documents and amendments contemplated by this Agreement prior to December 31, 2021. Each party agrees to use good faith, reasonable efforts to negotiate the mutually acceptable documents, subject to approval by their respective governing bodies, i.e., the City Commission and the Board of Park Commissioners.

5. Notices. Whenever it shall be necessary to serve any notice or demand on MetroParks, the notice or demand shall be deemed sufficiently given or made if it is delivered in writing to MetroParks by hand or sent by certified or registered mail, or provided by email or other form of electronic delivery for which there is acknowledgment of receipt, addressed to Five Rivers MetroParks, 409 East Monument Avenue, 3rd Floor, Dayton, Ohio 45402, Attention: Executive Director. Any notice by MetroParks shall be sufficiently given or made if it is delivered in writing to the City by hand or sent by certified or registered mail or provided by email or other form of electronic delivery for which there is acknowledgment of receipt addressed to the City of Dayton, 101 West Third Street, Dayton, Ohio 45402, Attention: City Manager. Either party may change its notice address by giving written notice of the change to the other in the manner set forth in this paragraph.

6. Binding Effect. This Agreement and the covenants and agreements of the parties shall be binding upon and inure to the benefit of MetroParks and the City and their respective successors and permitted assigns.
7. **Partial Invalidity.** If any clause, term or condition of this Agreement shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Agreement shall remain in full force and effect as to all other terms, conditions and provisions.

8. **Miscellaneous.** This Agreement, together with the exhibits attached, constitutes the entire agreement of the parties and may be amended and modified only in writing signed by both parties. The headings of this Agreement are for convenience of reference only and in no way define or limit the scope or intent of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this ___ day of __________________, 2021.

THE CITY OF DAYTON, OHIO

By: __________________________
    Shelley Dickstein
    City Manager

Approved as to form:

______________________________
City Attorney

Approved by the Commission
of the City of Dayton, Ohio

______________________________
Clerk of Commission

Date: _________________________

Min. Bk. Page__________________

FIVE RIVERS METROPARKS

By: __________________________
    Rebecca A. Benná
    Executive Director
STATE OF OHIO

) SS:
COUNTY OF MONTGOMERY

) SS:

The foregoing instrument was acknowledged before me this ___ day of ___________, 2021, by Shelley Dickstein, City Manager of the City of Dayton, Ohio, an Ohio municipal corporation, on behalf of the City.

______________________________
Notary Public

STATE OF OHIO

) SS:
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this ___ day of ___________, 2021, by Rebecca A. Benná, Executive Director of Five Rivers MetroParks, an Ohio body corporate and politic, on behalf of MetroParks.

______________________________
Notary Public

This Instrument Prepared By:
Robert M. Curry
Thompson Hine LLP
10050 Innovation Dr., Suite 400
Dayton, Ohio 45342
City Manager’s Report

From: 3420- Water/Water Engineering

Supplier, Vendor, Company, Individual: Montgomery County Environmental Services

Address: 1850 Spaulding Road
Kettering, OH 45432

Date: June 9, 2021
Expense Type: Other, (See Description Below)
Total Amount: $00.00

Fund Source(s): N/A
Fund Code(s): N/A
Fund Amount(s): N/A

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

Description

JOINT WATER DISTRIBUTION HYDRAULIC MODEL AND WATER MASTER PLAN UPDATE PARTICIPATION AGREEMENT

The Department of Water requests permission to enter into a Participation Agreement with Montgomery County Environmental Services to have an engineering firm (consultant) provide professional services for a Joint Water Distribution Hydraulic Model and Water Master Plan update. The City and County have agreed upon the services for this study and will jointly select the consultant to provide the services. Once the consultant is selected, the City and the County will enter into a Third-Party Contract with each other and the selected consultant.

The services include a comprehensive 20-year joint Master Plan, complete with a working hydraulic model to serve as a basis for planning water system improvements, capital improvements, rehabilitation and operational sustainability and replacement of mains and pump stations. This project was identified as a joint study within the Dayton-Montgomery County Water Service Agreement executed March 28, 2018.

The Participation Agreement shall commence upon execution by the City and the County.

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

Signatures/Approval

Approved by City Commission

Division: Michael Powell
Digitally signed by Michael Powell
Date: 2021.05.26 07:51:22 -04'00'

Department: City Manager

Clerk

Date

FORM NO. MS-16

Updated 8/2016
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ______ day of ____________, 2021 by and between the City of Dayton, Ohio ("City"), and the Board of Commissioners of Montgomery County, Ohio ("County").

WITNESSETH:

WHEREAS, City and the County have entered into a Water Service Agreement ("Water Service Agreement") on March 28, 2018 for the City to furnish water to Montgomery County, Ohio; and,

WHEREAS, per the Water Service Agreement Article IV, the City and the County agreed to have a consultant provide professional services for a Joint Water Distribution System Hydraulic Model and Water Master Plan Update; and,

WHEREAS, the City and the County have developed an agreed upon scope of services for this study and will jointly select a professional engineering firm ("Consultant") to complete the scope of services; and,

WHEREAS, the City and the County desire to enter into a three-party contract ("Three-Party Contract") with each other and the selected Consultant; and,

WHEREAS, the selected Consultant shall bill the City and the County separately and directly according to the Water Service Agreement and the terms established in this agreement and the Three-Party Contract; and,

WHEREAS, the City and the County desire to jointly interact, direct and manage the selected Consultant according to the terms established within this agreement; and,

WHEREAS, this Agreement is authorized pursuant to Ohio Revised Code Section 307.15.

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

ARTICLE I. SCOPE OF SERVICE

The Consultant jointly selected by the City and County shall conduct the scope of professional services as outlined within "Exhibit A" Scope of Services, attached hereto and incorporated herein.

The jointly agreed upon scope of services included in "Exhibit A" applies to professional services to be rendered for the geographical area defined as "Part A", which is under the joint direction of the City and the County, and "Part B", which is solely under the direction of the County.

ARTICLE II. PAYMENT

The City and the County agree that each party shall be directly billed by the consultant. Invoices created by the Consultant shall show each party’s costs according to the respective areas of responsibility described herein.

Part A and Part B referenced in this Agreement are more fully described in the Request For Qualifications of the Joint Water Distribution Hydraulic Model Update and Joint Master Plan Development ("RFQ") attached to this Agreement as Exhibit "A".

For services rendered to Part A, the City and County will split the cost of the project based upon the percentage of the relative footage of mains in the City Service area as compared to the County’s North
Service area footage. At the time of signing of this Agreement, the parties agree to an initial estimate that 800 miles of mains are in the City and 530 miles of mains are in the County and therefore the City will pay 60% and the County will pay 40% of the Consultant’s invoices. The cost split established in this agreement represents an initial estimate. The final cost split percentage will be adjusted based on actual mileage of main owned by each party as established by Consultant in the course of the performance of the services set forth in Exhibit “A”.

For services rendered to Part B only, the City will have no financial responsibility and the County will be solely responsible for payment.

ARTICLE III. INTERACTION, DIRECTION AND MANAGEMENT

City and the County agree that the joint committee established by the Water Service Agreement shall manage the Three-Party Contract between City, County and Consultant. The joint committee shall consist of two members from the City and two members from the County. Substitutions or replacements to the committee shall be declared in writing between the Team Chairs. The joint committee will act as a singular project manager of the Three-Party Contract.

Any direction that impacts the scope of work or cost of the project shall be unanimously agreed to by the committee prior to commencement of the work.

Any written interaction, including email, with the Consultant shall be disseminated with all members of the committee.

Only to the extent required by law, each party agrees to be liable for personal injury or property damage caused by the negligent acts and/or negligent omissions by or through itself or its agents and employees. Each party shall be responsible for its own defense and nothing in this Agreement shall impute or transfer any such responsibility from one to the other. Also, nothing in this Agreement shall be construed to waive any immunity or other defense to liability for either party.

ARTICLE IV. 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.

ARTICLE V. TERM

This Agreement shall be effective from the date of execution and terminate at the termination of the Three-Party Contract between the City, County and Consultant, unless terminated earlier pursuant to Article VI herein. The Parties may extend the Term of this Agreement upon mutual agreement regarding terms and conditions, including prices. Any extension shall be by written amendment to this Agreement.

ARTICLE VI. TERMINATION FOR CAUSE

The County may terminate this Agreement upon written notice to City in the event of the City’s substantial failure to perform its duties and responsibilities as set forth herein. The City shall have thirty (30) calendar days from the date of the notice of termination in which to cure any breach or to submit a plan to cure acceptable to the County.

The City may terminate this Agreement upon written notice to the County in the event of the County’s substantial failure to perform its duties and responsibilities as set forth herein. The County shall have thirty (30) calendar days from the date of notice of termination in which to cure any breach or to submit a plan to cure acceptable to City.
ARTICLE VII. DELAYS

No Party 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; flood; earthquake; tornadoes; fire; epidemic; pandemic; war, riot, or other civil disturbance; strike, lockout, work slowdown, or other labor disturbance; sabotage; judicial restraint; and inability to procure any permit, license, or authorization from any local, state, or federal agency for any required supplies, materials, access, or services.

In the event any of the circumstances in the preceding paragraph occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Parties describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE VIII. 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.

ARTICLE IX. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally or sent by express delivery, certified mail or first-class U.S. mail, postage prepaid, to the appropriate address below:

City: City of Dayton,
      Department of Water
      320 West Monument Avenue
      Dayton, Ohio 45402 Attention:
      Mr. Michael Powell Director,
      Department of Water

County: Montgomery County Environmental Services
        1850 SpaULDING Road
        Kettering, Ohio 45432
        Attention: Mr. Matthew Hilliard
        Director, Montgomery County Environmental Services

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

ARTICLE X. OWNERSHIP OF REPORTS AND DOCUMENTS

All data generated by and through this agreement related to Part A, including but not limited to reports, plans, drawings, tracings, estimates, specifications, sketches, diagrams, and calculations, as well as all material and data furnished to the County and City under the provisions of this agreement shall be the joint property of the City and the County, and all data generated by and through this agreement related to Part B, including but not limited to reports, plans, drawings, tracings, estimates, specifications, sketches, diagrams, and calculations, as well as all material and data furnished to the County and the City under the provisions of this agreement shall be the property of the County, provided that the County, City, and Consultant may use the technical content of such data and materials in the course of its business.

Each party shall recognize that the data/and or records provided for and generated under this agreement...
fall under the infrastructure exception of RC. 149.433 (Exempting security and infrastructure records) and are not deemed public records. Neither party, in response to a public records request, shall turn over any of the data or records generated by or through this agreement without providing notice in writing to the other party and receiving the other party’s written authorization. Each party shall notify the other party in writing within three business days of receiving a public records or other request for the data and/or records.

ARTICLE XI. WAIVER

A waiver by any of the Parties 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.

ARTICLE XII. 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 XIII. ASSIGNMENT

Neither of the Parties shall assign any rights or duties under this Agreement without the prior written consent of the other Parties. 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 or the County from employing independent contractors to assist in the performance of its duties and responsibilities hereunder.

ARTICLE XIV. 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 Parties.

ARTICLE XV. 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 and which is executed by a duly authorized representative of each of the Parties and, if applicable or required, approved by the legislative authority of any of the Parties.

ARTICLE XVI. POLITICAL CONTRIBUTIONS

The Parties affirm and certify that they comply with Ohio Revised Code § 3517.13 limiting political contributions.
IN WITNESS WHEREOF, the parties, each by a duly authorized representative have executed this Agreement on the date first written above.

WITNESS:

Signature

Signature

Signature

BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

BY__________________________
Judy Dodge

BY__________________________
Deborah A. Lieberman

BY__________________________
Carolyn Rice

OR

BY__________________________
Michael B. Colbert, Administrator

APPROVED AS TO FORM BY
MATHIAS H. HECK, JR,
PROSECUTING ATTORNEY

By: __________________________
Assistant Prosecuting Attorney

Date: ________________________
AN ORDINANCE

Authorizing the City Manager to Execute a Real Estate Purchase Agreement, Authorizing the Conveyance of Real Property, and Declaring an Emergency.

WHEREAS, The City owns approximately 7.776 acres of real property located at the Dayton International Airport ("Airport") in the City of Dayton, as described in the attached Exhibit A ("Property"); and

WHEREAS, Al. Neyer, LLC, a development company with prior experience developing land, desires an option to purchase the Property for the construction of future commercial buildings; and

WHEREAS, It is necessary that this Ordinance take effect immediately upon its passage to provide for the immediate preservation of the public peace, property, health and safety of the City; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized to execute a Purchase Agreement in the same substantial form and substance as the attached Exhibit A.

Section 2. That the City Manager, or her designee, is authorized and directed to execute any documents necessary for the future conveyance of the Property to Al. Neyer, LLC or its successors and assigns.

Section 3. That for the reasons stated in the preamble hereof, this ordinance is declared to be an emergency measure and shall take effect immediately upon 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
May 27, 2021

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

FROM: Gil Turner, Director
      Department of Aviation

E-SIGNED by Gil Turner on 2021-05-27 15:36:15 GMT

SUBJECT: An Ordinance Authorizing the City Manager to Execute a Real Estate Purchase Agreement, Authorizing the Conveyance of Real Property and Declaring an Emergency.

The Department of Aviation requests the attached Ordinance be placed on the June 9, 2021 City Commission calendar for approval.

A company now desires to purchase 7.776 acres owned by the City of Dayton and located within the City of Union for future commercial development. Any future sale of the property will be for the fair market value of the property as determined by an appraisal. The Ordinance will authorize execution of a Real Estate Purchase Agreement and the future sale of the property.

The Federal Aviation Administration (FAA) is reviewing our request to release this property from its federal grant assurances, and we anticipate its concurrence within a few weeks. In the interest of time and the pressing deadlines associated with this development, I am requesting this Ordinance be passed and the Real Estate Purchase Agreement authorized now with the understanding that the Real Estate Purchase Agreement will not be executed until we receive the final release letter from the FAA.

The Law Department has approved the Ordinance as to form. If you have any questions or would like additional information please contact me at 454-8212.

cc: Mr. Parlette
    Ms. Lofton
Purchase Agreement
Concerning Approximately 7.776 +/- Acres

This Purchase Agreement ("Agreement") is made as of the ___ day of August 2020, by and between Al. Neyer, LLC ("Purchaser") and City of Dayton ("Seller").

1. Property: Seller agrees to sell and convey and Purchaser agrees to purchase on the terms and conditions set forth herein, the real property consisting of approximately 18.00 acres located along Jackson Road and Union Airpark Blvd. in Butler Twp., Montgomery County, Ohio bearing the following parcel number(s):

   A01 00105 0093  1.205 acres       1674 Jackson Rd
   A01 00105 0100  1.205 acres       1776 Jackson Rd
   A01 00105 0098  1.205 acres       1794 Jackson Rd
   A01 00105 0097  1.205 acres       1844 Jackson Rd
   A01 00105 0099  1.205 acres       1862 Jackson Rd
   A01 00105 0095  1.268 acres       1880 Jackson Rd
   A01 00105 0092  0.483 acres       Jackson Rd

   and commonly known as City of Dayton owned land parcels along Union Airpark Blvd and Jackson Rds. ("Property").

2. Purchase Price: The Purchase Price for the Property shall be Three Hundred Fifty-Four Thousand Nine Hundred Twenty-Seven Dollars and Seventy-Four Cents ($354,927.74), subject to adjustment based on Forty-Five Thousand Six Hundred Forty-Four Dollars and Zero Cents ($45,644.00) per acre for any portion of the Property that is rendered unusable acreage. The term "unusable acreage" means any portion of the Property that, as of the date of Closing (as such term is defined in Section 4 hereof):

   a. is used as (A) rights-of-way (other than driveways or other access ways which only provide exclusive access into, rather than through, the Land), (B) rights-of-way or streets required to be dedicated in connection with Purchaser's development approvals for the Property, (C) shared access roads, and (D) other common area improvements; or

   b. is used for any private easements, public easements or utility easements (except for utility easements, drainage easements, or retention/detention ponds serving the Property or located within setback areas adjacent to the boundary of the Property; or

   c. the area located within flood plains, wetlands and jurisdictional streams.

The Purchase Price shall be payable as follows: a) a deposit of ten thousand dollars ($10,000.00) ("Deposit") will be paid Security Title & Guaranty Agency, Inc. ("Title Company") upon execution of this Agreement and be refundable until the expiration
of the Inspection Period, as may be extended as provided herein, at which time it will become non-refundable, but applicable to the Purchase Price; and b) the balance of the Purchase Price, subject to prorations and adjustments shall be paid at Closing (as herein defined) by certified or cashier’s check, or by wire transfer of immediately available funds.

3. **Conditions Precedent:** The following shall be conditions precedent to Purchaser’s obligations under this Agreement:

   a) **Inspection and Analysis:** Within 150 days of the execution of this Agreement, which may or may not be extended as provided in Section 3(b) herein, ("Inspection Period"), Purchaser shall have received and/or conducted, at Purchaser’s sole cost and expense, satisfactory inspection reports and analysis regarding the Property with respect to zoning, soils, environmental, wetlands, utilities and all other matters which would affect Purchaser’s intended use of the Property. Purchaser may enter upon the Property during the Inspection Period to conduct tests and inspections; provided, however that Purchaser shall not damage the Property and shall defend, indemnify and hold Seller harmless from any loss or expense arising out of Purchaser’s activities on the Property.

   b) **Extension:** At Purchaser’s option, the Inspection Period may be extended for three (3) periods of ninety (90) days. Should Purchaser exercise an option to extend the Inspection Period, Purchaser shall increase the Deposit by five thousand dollars ($5,000.00). The Deposit shall continue to be refundable and applicable to the Purchase Price until the expiration of the Inspection Period.

   c) **Approvals:** During the Inspection Period, Purchaser shall have obtained plan approvals and/or confirmations from the City of Dayton, Ohio; City of Union, Ohio; Butler Twp., Ohio; Montgomery County, Ohio; the United States Army Corps of Engineers and such other governmental body whose permit is required for the development of the Property for purchasers intended use.

   d) **Termination:** In the event that any of the foregoing conditions precedent have not been eliminated, released or satisfied by Purchaser within the Inspection Period, this Agreement [may be terminated in writing by Purchaser prior to the expiration of the Inspection Period, as may be extended, and upon delivery of such notice], OR, [shall automatically terminate and] this Agreement shall become null and void and the parties shall be released from further obligations hereunder and the Deposit shall be returned to the Purchaser.”

4. **Conveyance:** At Closing, Seller shall deliver to Purchaser a quitclaim deed, in a form reasonably acceptable to Buyer and the Title Company, properly executed and quitclaiming Seller’s right, title and interest in and to the Subject Property, subject to the following restrictions and reservations, which shall run with the land:

   a. The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the premises herein identified. This public right of flight shall include the right to cause in said airspace any noise as may be inherent in the operation of any aircraft now known or hereafter used
for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from the Airport.

b. The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements, as amended, or any similar regulations which may hereinafter be enacted, regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

c. Buyer expressly agrees for itself, its successor and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Premises, and that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace, as amended, or any similar regulations which may hereinafter be enacted relating to the Airport.

d. Buyer agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) for any structure or building planned on the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises, Buyer shall file a notice consistent with the requirements of 14 CFR Part 77 (FAA Form 7460-1) prior to the commencement of construction of any facility, structure or other item on the Premises.

e. Buyer expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.

f. Buyer expressly agrees for itself, its successors and assigns, to not hereafter use nor permit, nor suffer the use of the Premises in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

g. The City of Dayton reserves the right to further develop or improve the landing area of the Airport as it sees fit, without interference or hindrance.

h. The land shall be subordinate to the provisions or any requirements or any existing or future agreements between the City of Dayton and the United States, relative to the development, operation, or maintenance of the Airport.

i. The aforesaid covenants and agreements shall run with the land, as hereinafter described, for the benefit of the City of Dayton and its successors and assigns in the ownership and operation of the Airport.
j. The City of Dayton will, by agreement with the FAA, commit all proceeds from the sale of the Premises to the development, maintenance and operations of the City’s airport system, in conformance with the FAA’s revenue use policy.

k. Buyer expressly agrees for itself, its successors and assigns, that the Premises will only be used for purposes that are compatible with noise levels of airport operations. The Premises must not be used for residential purposes, which purposes include single family, multifamily or mobile home development; for educational facilities (as described in state law); or other noise sensitive land use not compatible with airport noise as described in 14 CFR Part 150, as amended.

5. Prorations and Expenses: Real estate taxes and assessments with respect to the Property shall be prorated as of the day of Closing, the Purchaser being responsible for the actual day of Closing.

6. Sellers Representations & Warranties: Seller shall convey the Property to Purchaser in an “as-is” condition, provided however, that Seller makes the following representations and warranties regarding the Property as of the date of this Agreement and the date of Closing.
   a) To the best of Seller’s knowledge: (i) no condemnation, environmental, zoning or other regulatory proceeding has been instituted; (ii) no notices regarding special assessments have been received; (iii) no condition exists which would result in the termination or impairment of utility and/or access service; (iv) no construction work has been performed, nor materials supplied to the Property within the last ninety day; (v) no lawsuits have been filed or threatened with respect to the Property; and (vi) no dangerous or hazardous materials have been deposited or concealed upon the Property.
   b) At Closing, Seller shall execute a Seller’s affidavit with respect to Seller’s representations and warranties set forth herein.

7. Closing: Closing (“Closing”) shall occur thirty (30) days after expiration of the Inspection Period at a time and place mutually acceptable to Purchaser and Seller. Purchaser shall be responsible for the cost of deed preparation and recording fees and Seller shall be responsible for transfer fees or taxes.

8. Possession: Possession of the Property shall be given upon the date of Closing.

9. Broker: It is understood that Jones Lang LaSalle Americas, Inc. (“JLL“) is representing Buyer and that any brokerage commissions due are the responsibility of Seller and shall be paid at Closing by Seller.

10. Deposit: The Deposit shall be held by the Title Company in escrow and shall be: a) released to Seller at Closing being part of the Purchase Price; b) forfeited to Seller as liquidated damages as Purchaser’s sole remedy in the event Closing does not occur as a result of default of this Agreement by Purchaser; or c) returned to Purchaser if conditions are not waived or satisfied.
11. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any and all prior understandings or agreements.

12. **Acceptance/Notices:** This Agreement has been executed by both Purchaser and Seller as on the day and year first above written. Notices to Seller: City of Dayton, Ohio, 101 W. Third Street Dayton, Ohio 45402, sbeck@flydayton.com; and to Purchaser: Dan Ruh, Al. Neyer, LLC, 302 W. Third St., Suite 800, Cincinnati, Ohio 45202, druh@neyer.com. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be given by personal delivery, overnight or same-day courier or by United States registered or certified mail (postage prepaid return receipt requested) addressed to the parties herein at their respective addresses first set forth above. Notice shall be sent and deemed given when, if personally delivered, then upon receipt by the receiving party, if sent via overnight courier, then one (1) day after being deposited with overnight courier, or if mailed, then three (3) days after being postmarked. Any notice may also be sent by email to the applicable email addresses set forth below. In such event, if the receiving party sends a reply email acknowledging receipt of such notice, then such notice shall be deemed received on the date of such reply notice and it shall not be necessary for the sending party to deliver such notice to such party by another method; provided, however, that in the event the recipient of such email does not send a reply email acknowledging receipt of such notice, then such notice must also be delivered by one of the methods set forth in the first sentence of this section in order for such notice to be effective. Either party may change its address hereunder by notice to the other party.

13. **Binding Effect and Specific Performance:** This Agreement shall be binding on and inure to the benefit of Seller and Purchaser and their respective heirs, assigns and successors. Purchaser and Seller shall have the right to assign this Agreement. If Seller fails or refuses to comply with the terms of this Agreement, Purchaser may elect to enforce the terms hereof by action for specific performance and/or exercise any other remedy available to it at law or equity.

14. **Cooperation of Seller:** Seller agrees to assist Purchaser in obtaining information regarding the Property or securing any plan approvals as may be required whenever reasonably requested by Purchaser.

15. **Governing Law:** This Agreement shall be interpreted and enforced according to the laws in which the Property is located.

16. **Clarification of Dates:** Any date specified in this Agreement which falls on a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. The term “legal holiday” shall mean any day on which state or national banks are not open for business.
IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date first above written.

Purchaser: 
Dan Ruh, EVP, Al. Neyer, LLC

Seller: 

City of Dayton, Ohio

Dated: ______________, 2021 

By: ______________________________________

Name: ____________________________________

Title: ____________________________________

APPROVED AS TO FORM
AND CORRECTNESS:

________________________________________
City Attorney

Approved by Ordinance No. ____________, passed ________.
Purchase Agreement
Concerning Approximately 7.776 +/- Acres

This Purchase Agreement ("Agreement") is made as of the ___ day of August 2020, by and between Al. Neyer, LLC ("Purchaser") and City of Dayton ("Seller").

1. **Property:** Seller agrees to sell and convey and Purchaser agrees to purchase on the terms and conditions set forth herein, the real property consisting of approximately 18.00 acres located along Jackson Road and Union Airpark Blvd. in Butler Twp., Montgomery County, Ohio bearing the following parcel number(s):

   A01 00105 0093 1.205 acres 1674 Jackson Rd
   A01 00105 0100 1.205 acres 1776 Jackson Rd
   A01 00105 0098 1.205 acres 1794 Jackson Rd
   A01 00105 0097 1.205 acres 1844 Jackson Rd
   A01 00105 0099 1.205 acres 1862 Jackson Rd
   A01 00105 0095 1.268 acres 1880 Jackson Rd
   A01 00105 0092 0.483 acres Jackson Rd

   and commonly known as City of Dayton owned land parcels along Union Airpark Blvd and Jackson Rds. ("Property").

2. **Purchase Price:** The Purchase Price for the Property shall be Three Hundred Fifty-Four Thousand Nine Hundred Twenty-Seven Dollars and Seventy-Four Cents ($354,927.74), subject to adjustment based on Forty-Five Thousand Six Hundred Forty-Four Dollars and Zero Cents ($45,644.00) per acre for any portion of the Property that is rendered unusable acreage. The term "unusable acreage" means any portion of the Property that, as of the date of Closing (as such term is defined in Section 4 hereof):

   a. is used as (A) rights-of-way (other than driveways or other access ways which only provide exclusive access into, rather than through, the Land), (B) rights-of-way or streets required to be dedicated in connection with Purchaser's development approvals for the Property, (C) shared access roads, and (D) other common area improvements; or

   b. is used for any private easements, public easements or utility easements (except for utility easements, drainage easements, or retention/detention ponds serving the Property or located within setback areas adjacent to the boundary of the Property; or

   c. the area located within flood plains, wetlands and jurisdictional streams.

The Purchase Price shall be payable as follows: a) a deposit of ten thousand dollars ($10,000.00) ("Deposit") will be paid Security Title & Guaranty Agency, Inc. ("Title Company") upon execution of this Agreement and be refundable until the expiration
of the Inspection Period, as may be extended as provided herein, at which time it will become non-refundable, but applicable to the Purchase Price; and b) the balance of the Purchase Price, subject to prorations and adjustments shall be paid at Closing (as herein defined) by certified or cashier’s check, or by wire transfer of immediately available funds.

3. **Conditions Precedent:** The following shall be conditions precedent to Purchaser’s obligations under this Agreement:

   a) **Inspection and Analysis:** Within 150 days of the execution of this Agreement, which may or may not be extended as provided in Section 3(b) herein, (“Inspection Period”), Purchaser shall have received and/or conducted, at Purchaser’s sole cost and expense, satisfactory inspection reports and analysis regarding the Property with respect to zoning, soils, environmental, wetlands, utilities and all other matters which would affect Purchaser’s intended use of the Property. Purchaser may enter upon the Property during the Inspection Period to conduct tests and inspections; provided, however that Purchaser shall not damage the Property and shall defend, indemnify and hold Seller harmless from any loss or expense arising out of Purchaser’s activities on the Property.

   b) **Extension:** At Purchaser’s option, the Inspection Period may be extended for three (3) periods of ninety (90) days. Should Purchaser exercise an option to extend the Inspection Period, Purchaser shall increase the Deposit by five thousand dollars ($5,000.00). The Deposit shall continue to be refundable and applicable to the Purchase Price until the expiration of the Inspection Period.

   c) **Approvals:** During the Inspection Period, Purchaser shall have obtained plan approvals and/or confirmations from the City of Dayton, Ohio; City of Union, Ohio; Butler Twp., Ohio; Montgomery County, Ohio; the United States Army Corps of Engineers and such other governmental body whose permit is required for the development of the Property for purchasers intended use.

   d) **Termination:** In the event that any of the foregoing conditions precedent have not been eliminated, released or satisfied by Purchaser within the Inspection Period, this Agreement [may be terminated in writing by Purchaser prior to the expiration of the Inspection Period, as may be extended, and upon delivery of such notice], OR, [shall automatically terminate and] this Agreement shall become null and void and the parties shall be released from further obligations hereunder and the Deposit shall be returned to the Purchaser.”

4. **Conveyance:** At Closing, Seller shall deliver to Purchaser a quitclaim deed, in a form reasonably acceptable to Buyer and the Title Company, properly executed and quitclaiming Seller’s right, title and interest in and to the Subject Property, subject to the following restrictions and reservations, which shall run with the land:

   a. The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the premises herein identified. This public right of flight shall include the right to cause in said airspace any noise as may be inherent in the operation of any aircraft now known or hereafter used
for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from the Airport.

b. The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements, as amended, or any similar regulations which may hereinafter be enacted, regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

c. Buyer expressly agrees for itself, its successor and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Premises, and that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace, as amended, or any similar regulations which may hereinafter be enacted relating to the Airport.

d. Buyer agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) for any structure or building planned on the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises, Buyer shall file a notice consistent with the requirements of 14 CFR Part 77 (FAA Form 7460-1) prior to the commencement of construction of any facility, structure or other item on the Premises.

e. Buyer expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.

f. Buyer expressly agrees for itself, its successors and assigns, to not hereafter use nor permit, nor suffer the use of the Premises in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

g. The City of Dayton reserves the right to further develop or improve the landing area of the Airport as it sees fit, without interference or hindrance.

h. The land shall be subordinate to the provisions or any requirements or any existing or future agreements between the City of Dayton and the United States, relative to the development, operation, or maintenance of the Airport.

i. The aforesaid covenants and agreements shall run with the land, as hereinafter described, for the benefit of the City of Dayton and its successors and assigns in the ownership and operation of the Airport.
j. The City of Dayton will, by agreement with the FAA, commit all proceeds from the sale of the Premises to the development, maintenance and operations of the City’s airport system, in conformance with the FAA’s revenue use policy.

k. Buyer expressly agrees for itself, its successors and assigns, that the Premises will only be used for purposes that are compatible with noise levels of airport operations. The Premises must not be used for residential purposes, which purposes include single family, multifamily or mobile home development; for educational facilities (as described in state law); or other noise sensitive land use not compatible with airport noise as described in 14 CFR Part 150, as amended.

5. **Prorations and Expenses**: Real estate taxes and assessments with respect to the Property shall be prorated as of the day of Closing, the Purchaser being responsible for the actual day of Closing.

6. **Sellers Representations & Warranties**: Seller shall convey the Property to Purchaser in an “as-is” condition, provided however, that Seller makes the following representations and warranties regarding the Property as of the date of this Agreement and the date of Closing.
   a) To the best of Seller’s knowledge: (i) no condemnation, environmental, zoning or other regulatory proceeding has been instituted; (ii) no notices regarding special assessments have been received; (iii) no condition exists which would result in the termination or impairment of utility and/or access service; (iv) no construction work has been performed, nor materials supplied to the Property within the last ninety day; (v) no lawsuits have been filed or threatened with respect to the Property; and (vi) no dangerous or hazardous materials have been deposited or concealed upon the Property.
   b) At Closing, Seller shall execute a Seller’s affidavit with respect to Seller’s representations and warranties set forth herein.

7. **Closing**: Closing (“Closing”) shall occur thirty (30) days after expiration of the Inspection Period at a time and place mutually acceptable to Purchaser and Seller. Purchaser shall be responsible for the cost of deed preparation and recording fees and Seller shall be responsible for transfer fees or taxes.

8. **Possession**: Possession of the Property shall be given upon the date of Closing.

9. **Broker**: It is understood that Jones Lang LaSalle Americas, Inc. (“JLL“) is representing Buyer and that any brokerage commissions due are the responsibility of Seller and shall be paid at Closing by Seller.

10. **Deposit**: The Deposit shall be held by the Title Company in escrow and shall be: a) released to Seller at Closing being part of the Purchase Price; b) forfeited to Seller as liquidated damages as Purchaser’s sole remedy in the event Closing does not occur as a result of default of this Agreement by Purchaser; or c) returned to Purchaser if conditions are not waived or satisfied.
11. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any and all prior understandings or agreements.

12. **Acceptance/Notices:** This Agreement has been executed by both Purchaser and Seller as on the day and year first above written. Notices to Seller: City of Dayton, Ohio, 101 W. Third Street Dayton, Ohio 45402, sbeck@flydayton.com; and to Purchaser: Dan Ruh, Al. Neyer, LLC, 302 W. Third St., Suite 800, Cincinnati, Ohio 45202, druh@neyer.com. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be given by personal delivery, overnight or same-day courier or by United States registered or certified mail (postage prepaid return receipt requested) addressed to the parties herein at their respective addresses first set forth above. Notice shall be sent and deemed given when, if personally delivered, then upon receipt by the receiving party, if sent via overnight courier, then one (1) day after being deposited with overnight courier, or if mailed, then three (3) days after being postmarked. Any notice may also be sent by email to the applicable email addresses set forth below. In such event, if the receiving party sends a reply email acknowledging receipt of such notice, then such notice shall be deemed received on the date of such reply notice and it shall not be necessary for the sending party to deliver such notice to such party by another method; provided, however, that in the event the recipient of such email does not send a reply email acknowledging receipt of such notice, then such notice must also be delivered by one of the methods set forth in the first sentence of this section in order for such notice to be effective. Either party may change its address hereunder by notice to the other party.

13. **Binding Effect and Specific Performance:** This Agreement shall be binding on and inure to the benefit of Seller and Purchaser and their respective heirs, assigns and successors. Purchaser and Seller shall have the right to assign this Agreement. If Seller fails or refuses to comply with the terms of this Agreement, Purchaser may elect to enforce the terms hereof by action for specific performance and/or exercise any other remedy available to it at law or equity.

14. **Cooperation of Seller:** Seller agrees to assist Purchaser in obtaining information regarding the Property or securing any plan approvals as may be required whenever reasonably requested by Purchaser.

15. **Governing Law:** This Agreement shall be interpreted and enforced according to the laws in which the Property is located.

16. **Clarification of Dates:** Any date specified in this Agreement which falls on a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. The term “legal holiday” shall mean any day on which state or national banks are not open for business.
IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date first above written.

Purchaser:  
Dan Ruh, EVP, Al. Neyer, LLC

Seller:

City of Dayton, Ohio

Dated: ____________, 2021  
By: __________________________
Name: __________________________
Title: __________________________

APPROVED AS TO FORM
AND CORRECTNESS:

________________________________________
City Attorney

Approved by Ordinance No. ____________, passed ________.
AN ORDINANCE

Accepting a Proposed Collective Bargaining Agreement with the Dayton Building and Construction Trades Council, Authorizing the City Manager to Execute Said Agreement, and Declaring an Emergency.

WHEREAS, The City of Dayton and the Dayton Building and Construction Trades Council have negotiated in good faith with the intent of reaching a collective bargaining agreement; and

WHEREAS, A proposed collective bargaining agreement has been reached subject to approval by this Commission and the Dayton Building and Construction Trades Council; and

WHEREAS, In order to provide for the usual daily operations of the City of Dayton departments affected by the modification of the collective bargaining agreement, and for its timely acceptance by this Commission, it is necessary that this Ordinance take effect immediately; now, therefore,

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

Section 1. That this Commission hereby accepts a proposed collective bargaining agreement between the City of Dayton and the Dayton Building and Construction Trades Council, which agreement, in substantially completed form, is on file in the Department of Human Resources and incorporated herein by reference.

Section 2. That the City Manager is hereby authorized to execute the proposed collective bargaining agreement and is further authorized and directed, along with the Director of Finance and other City officials, to do all things necessary to implement the terms of said modification.

Section 3. 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 Commission

APPROVED AS TO FORM:

______________________________
City Attorney
COMPREHENSIVE CONTRACT TENTATIVE AGREEMENT

This Tentative Agreement is entered into this 4th day of May 2021, by and between the City of Dayton, Ohio (the City or Dayton) and the Dayton Building and Construction Trades Council (the Union or Council).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (CBA), effective 2017-2020, governing the wages, hours, and other terms and conditions of employment for certain employees in the City; and

WHEREAS, the City and the Union are negotiating a Successor Agreement (Successor Agreement) to the CBA; and

WHEREAS, the City and the Union desire to settle all open issues between the parties regarding the Successor Agreement’s negotiation.

NOW THEREFORE BE IT RESOLVED THAT the City proposes, and the Union agrees as follows:

1. Article 1 – Purpose:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

2. Article 3 – Cooperation:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

3. Article 4 – Non-Discrimination:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

4. Article 5 – Recognition of Union:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.
   b. The parties agree to add the position of Lead Construction Electrician to the bargaining unit. The Lead Construction Electrician will be paid at a grade 219 as set forth in Exhibit 1.

5. Article 6 – Wages:
   a. The parties agree to the minor grammar changes.
   b. The parties agree to a 0% wage increase for 2021.
   c. The parties agree to a me-too clause related to the wage increase for 2021.
   d. The parties agree to increase the meal allowance from $3.25 a meal to $5.00 a meal, and the parties agree to additional language clarifying when the meal allowance will be paid during call-ins.
   e. The parties agree on language clarifying when shift differential will be paid.
   f. The parties agree on language providing for a $2000.00 lump sum in 2021.
   g. The Wage article contract changes are set forth in Exhibit 1.

6. Article 7 – Hours of Work and Overtime:
   a. The parties agree to the minor grammar changes.
b. The parties agree to add language allowing bargaining unit members to accrue and use compensatory time.

c. The Hours of Work and Overtime contract changes are set forth in Exhibit 1.

7. Article 8 – Holidays:
   a. The parties agree to the minor grammar changes.
   b. The parties agree to add language allowing bargaining unit members to receive one (1) additional annual holiday referred to as a Building Trades Worker Memorial Day.
   c. The Holiday contract changes are set forth in Exhibit 1.

8. Article 9 – Vacation:
   a. The parties agree to the minor grammar changes.
   b. The parties agree to add language clarifying that vacation can be used in increments as small as one-tenth (0.1) of an hour.
   c. The Vacation contract changes are set forth in Exhibit 1.

9. Article 10 – Sick Leave:
   a. The parties agree to the minor grammar changes.
   b. The parties agree to language clarifying that an employee may not receive sick leave and Ohio BWC temporary total compensation at the same time.
   c. The parties agree to add language clarifying that sick leave can be used in increments as small as one-tenth (0.1) of an hour.
   d. The parties agreed to the language changes clarifying the process for converting sick leave to vacation.
   e. The Sick Leave contract changes are set forth in Exhibit 1.

10. Article 11 – Leaves Without Pay:
    a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

11. Article 12 – Injury Leave:
    a. The parties agree to the minor grammar changes.
    b. The parties agree to language clarifying that an employee will not be charged injury leave for seeking treatment at the Dayton Off-Site Clinic (DOC) for a work-related injury.
    c. The parties agree to add language clarifying that injury leave can be used in increments as small as one-tenth (0.1) of an hour.
    d. The parties agreed to increase the period for light-duty assignments to ninety (90) days.
    e. The Injury Leave contract changes are set forth in Exhibit 1.

12. Article 13 – Funeral Leave:
    a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

13. Article 14 – Military Leave:
    a. The parties agree to the minor grammar changes.
    b. The parties agree to delete language relating to a Military Leave Payment Affidavit.
c. The parties agree to delete language concerning the permanent employment status of new employees hired to fill in for bargaining unit members on extended military leave.

d. The parties agree to delete language related to retirement credit due to military service.

e. The Military Leave contract changes are set forth in Exhibit 1.

14. Article 13 – Jury Leave:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

15. Article 16 – Insurance:
   a. The parties agree to the minor grammar changes.
   b. The parties agree to maintain the current health insurance plan, contribution levels, and HSA/HRA amounts from the prior contract for 2021.
   c. The parties agree to me-too language regarding health care.
   d. The parties agree to two (2) monthly contribution rate holidays. One holiday will occur in June 2021, and the second holiday will occur in the 4th quarter of 2021.
   e. The parties agree to four (4) cost containment plan design changes effective with the 2022 health insurance plan year.
   f. The parties agree to delete language regarding carving out pharmacy benefits from Anthem.
   g. The parties agree to delete language regarding the ACA "Cadillac Tax."
   h. The Insurance contract changes are set forth in Exhibit 1.

16. Article 17 – Longevity:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

17. Article 18 – Discipline and Dismissal Procedure:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

18. Article 19 – Grievance and Arbitration Procedure:
   a. The parties agree to the minor grammar changes, and the addition of the FMCS as set forth in Exhibit 1.

19. Article 20 – Failure to Report – Voluntary Resignation:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

20. Article 21 – Removal of Reprimands:
   a. The parties agree to the minor grammar changes as set forth in Exhibit 1.

21. Article 27 – Safety:
   a. The parties agree to the language clarifying that work will be performed safely and in compliance with appropriate laws as set forth in Exhibit 1.

22. Article 28 – Duration:
   a. The parties agree to a one-year successor agreement as set forth in Exhibit 1.

23. Other Contract Articles
   a. All other articles remain unchanged as set forth in Exhibit 1.
For the City
Kenneth R. Couch 05/26/21
Director of Human Resources

Brent L. McKenzie 5.26.21
Deputy Director of Human Resources
Department of Human Resources

Dawn D. Manuel 5.26.21
Division Manager
Department of Human Resources

For the Union
Grady Mullins 5-10-21
Dayton Building & Construction Trades Council

David Bruce 5-10-21
Special Projects Coordinator/Political Coordinator
I.B.E.W. Local 82

Mark Terrill 5-10-21
Business Manager
UA Local 162
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.........................., 2021

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

MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of Commission

Approved as to form:

City Attorney
May 28, 2021

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

FROM:      Joann Mawasha, Deputy Director
            Human Relations Council

SUBJECT:   Dayton Area Chamber of Commerce EPI Foundation

Attached you will find a resolution and a Professional Services Agreement between the Chamber of Commerce EPI Foundation and the Minority Business Assistance Center (MBAC).

Jumpstart, Inc. approved a grant of up to $121,000 to the Dayton Collaborative which consists of the Dayton Area Chamber of Commerce MBP and the MBAC. This Grant is in conjunction with the KeyBank Business Boost and Build Program.

The MBAC was awarded a total of forty two thousand dollars and zero cents ($42,000.00) in 2020 less fourteen thousand seven hundred fifty dollars and zero center ($14,750.00) which was a carryover to 2021. This Agreement is for the carryover funds of fourteen thousand seven hundred fifty dollars and zero cents ($14,750.00).

We request that this be included on the June 9, 2021 City Manager’s calendar.

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

If you have any questions, please call me at x1400.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of this ___ day of __________ 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
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 entitling 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:

APPROVED AS TO FORM
AND CORRECTNESS:

5/14/2021

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
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
### 2021 Pathways Summary Request

**Program title**: The KeyBank Center for Technology, Innovation and Inclusive Growth  
**Program start and end date**: 1/1/2021 - 12/31/2021

<table>
<thead>
<tr>
<th>Summary Request</th>
<th>Carry Over</th>
<th>2021 Request</th>
<th>Net Request</th>
<th>Program Priorities</th>
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<td>Service Model, and Historic Preservation Program</td>
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<td>KBBB Resources</td>
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**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:
  o **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
  o **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.
  o **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.
  o **Latina 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 $1M.
• Jerrihca 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.
BY ............................. NO .............................

A RESOLUTION

Declaring the Intention of the Commission to Vacate the Alley East of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way.

WHEREAS, The vacation of the alley east of June Street (Tulsa Lane) from 78 feet south of the alley south of East Fourth Street to 25 feet north of the Norfolk Southern Railroad Right of Way as described herein will enable the abutting property owners to develop this property; and

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the intention of the Commission is hereby declared to vacate the alley east of June Street (Tulsa Lane) from 78 feet south of the alley south of East Fourth Street to 25 feet north of the Norfolk Southern Railroad Right of Way more particularly bounded and described in as follows:

Being all of the 15-foot alley east of June Street (Tulsa Lane) from 78 feet south of the 12-foot alley south of East Fourth Street to 25 feet north of the 40-foot Norfolk Southern Railroad Right of Way.

The vacation shall be subject to the following conditions:

A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

B. A turn around shall be constructed and dedicated at the southern end of the proposed vacation. The improvement plan shall be submitted to the Division of Civil Engineering for review and approval.

C. AES Ohio shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from AES Ohio these facilities may be relocated or abandoned at the expense of the applicant.

D. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial facilities. With written consent from AT&T these facilities may be relocated or abandoned at the expense of the applicant.
E. Vectren shall retain an easement over, under, and through the vacated area for its existing aerial facilities. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.

F. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six inch water main. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission ..........................................., 2021

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

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
June 1, 2021

TO:      Shelley Dickstein  
         City Manager

FROM:    Joseph Wein, Chief Engineer  
         Division of Civil Engineering

SUBJECT: The Vacation of Alley East of June Street (Tulsa Lane)  
         from 78 Feet South of the Alley South of East Fourth Street to 25 Feet  
         North of the Norfolk Southern Railroad Right of Way

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a  
letter from the City Plan Board recommending the vacation, and the original petition.  
Please present the resolution to the City Commission for their action.

Petition No. 21566 requesting the vacation was received from Doliboa Construction  
Inc. on May 20, 2021. The vacation will enable the abutting property owners to  
develop this property.

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

JRW

Attachments

cc:     Mr. Parlette  
        Ms. Lofton  
        Mr. Stovall  
        Department of Planning  
        Department of Law  
        Clerk of Commission  
        Secretary / Board of Revision of Assessments
CHECK OF PETITION

Alley East of June Street (Tulsa Lane) from 78 Feet South of the Alley South of East Fourth Street to 25 Feet North of the Norfolk Southern Railroad Right of Way

Checked 5/24/2021 by Joseph Weinel

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<th>Value</th>
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<td>Percentage signed</td>
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Name of Owner                  | Lot No. | Frontage | B.P.I.  |
Doliboa Construction Inc       | 9063    | 61.0     | 12-8-14 |
Dayton Area Lift LTD           | 2833    | 21.24    | 12-8-44 |
                              | 2834    | 33.0     | 12-8-43 |
                              | 2835    | 15.76    | 12-8-40 |
May 18, 2021

Dayton Area Lift LLC
c/o Seth Dilboe
10 Juanita Court
Springboro, OH 45066

Re: PLN2021-00085 – Public Way Vaction: Tulsa Lane/141 Ringgold St

Meeting Date: May 11, 2021
Decision: Established Conditions

The City Plan Board found the proposed vacation met the criteria cited in R.C.G.O. Section 150.445(B) and therefore established the following conditions:

1. The correct title for the vacation is: Alley east of June Street (AKA Tulsa Lane) from 78' south of the alley south of E Fourth Street to 25' north of the Norfolk Southern north property line.

2. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

3. All work for the turnaround shall be completed within 90 days of the vacation and to City of Dayton standards.

4. Establish the entire area to be vacated as an easement for AT&T, DP&L, Vectren, and City water utilities, both underground and aerial. See submitted drawing for dimensions. No structures shall be built within this easement.

The next step toward the completion of the vacation is to pursue the request through the petition process. Please contact Joe Weinel, Chief Engineer, at (937) 333-4218 or Joe.Weinel@daytonohio.gov to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.

Sincerely,

Tony Kroeger, Secretary
City Plan Board

c: Decision Memorandum Distribution List
PAY IN ORDER

Department/Division  City Commission Office  Pay in No. 01-19

Total Pay In Amount  $150.00  Date: May 20, 2021

From/Purpose

Petition for Vacation –
Alley East of June Street (Tulsa Lane)
Alley East of June Street from 78’ South of the Alley South of East
Fourth Street to 25’ North of the Norfolk Southern Right of Way Line

Dolibo Construction Inc
8678 Bunnell Hill Road
Springboro OH 45066

Seth Dolibo
937-623-3631

Account Distribution(s)  Amount(s)

1000-1200-29324-52  150.00

Preparer’s Signature: [Signature]

FOR FINANCE USE ONLY:
Original signature
Must be on PINK copy

Per: Accounting & Treasury Manager

MAY 20 2021
TREASURY DEPARTMENT
Register 6

WHITE:
Finance Dept. Copy

Yellow:
Department Receipt

PINK:
City Treasury Copy

GOLD:
Preparer's Record
Petition for Vacation

To the Commission of the City of Dayton:
We, the undersigned, owners of property abutting on

Alley East of June Street (Tulsa Lane)

do hereby petition the Commission of the City of Dayton to vacate

Alley East of June Street (Tulsa Lane) from

78' South of the Alley South of East Fourth Street to

25' North of the Norfolk Southern Right of Way Line and
each petitioner for himself, his heirs and assigns hereby waives any and all claims for damages, costs and expenses which he may have at any time against the City of Dayton, Ohio, or any of its officers or employees on account of, caused by, growing out of, or incident to the vacation aforesaid made pursuant to this petition; and each signer hereof does hereby consent to and accept such vacation, after having carefully read and fully understood the language, purport and conditions hereof.

1. NAME OF OWNER Seth Doyle TITLE Owner

SIGNATURE

MAIL ADDRESS 100 W. Fifth St, Lot

LOT NUMBER R72 01208 0037

R72 01208 0014

2. NAME OF OWNER

SIGNATURE

MAIL ADDRESS

LOT NUMBER

3. NAME OF OWNER

SIGNATURE

MAIL ADDRESS

LOT NUMBER

4. NAME OF OWNER

SIGNATURE

MAIL ADDRESS

LOT NUMBER
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7. NAME OF OWNER
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   MAIL ADDRESS

8. NAME OF OWNER
   SIGNATURE
   MAIL ADDRESS

5. TITLE
   LOT NUMBER

6. TITLE
   LOT NUMBER

7. TITLE
   LOT NUMBER

8. TITLE
   LOT NUMBER
PAY TO THE ORDER OF City of Dayton
One hundred and thirty
$130.00
DOLLARS

MEMO: Alley vacation petition

AUTHORIZED SIGNATURE

14933
MEMO

Aliet vac damn rhon

One hundred and fifty

ORDER OF CITY OF Dayton

PAY TO THE ORDER OF

DOLBOA CONSTRUCTION, INC.

$150.00

CIVITA BANK

14933