CITY COMMISSION MEETING AGENDA

CITY COMMISSION  DAYTON, OHIO  JULY 7, 2021

6:00 P.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:

   CITY COMMISSION
   $15,000.00
1. (Cont’d):

**CITY COMMISSION**

A2. **Ohio Newspapers, Inc. dba Dayton Daily News** (legal publication service as needed through 12/31/21)  
\$10,000.00

**PUBLIC WORKS**

B1. **Verizon Connect NWF, Inc.** (Global Positioning System (GPS) with real time communications as needed through 12/31/22)  
\$120,000.00

B2. **Reconyx, Inc.** (fifteen surveillance cameras with cellular access)  
\$10,160.39

**WATER**

C1. **Dell Marketing LP** (computers and accessories)  
\$13,572.33

C2. **Pelton Environmental Products, Inc.** (two T series pumps and two Baldor Motors)  
\$17,082.00

C3. **White Allen Chevrolet, Inc.** (one 2022 pick-up truck)  
\$41,900.00

-Depts. of City Commission, Public Works and Water.

Total: \$227,714.72

\$18,500.00  
(Thru 12/31/21)

2A. **Dignity Best Practices – Service Agreement** – for the establishment of an Alternative Police Response Infrastructure - City Manager’s Office  
\$150,000.00  
(Thru 12/31/21)

C. Revenue to the City:

3. **Flats at South Park II – Other** – for special use permit to install fence, ramp, and wall - Department of Public Works/Civil Engineering.  
\$200.00  
(Paid to the City)
IV. LEGISLATION:

Ordinance – Second Reading:

4. No. 31897-21  Amending Section 49A.01 and 49A.02 of the Revised Code of General Ordinances Relating to the Department of Recreation and Youth Services.

VI. MISCELLANEOUS:

ORDINANCE NO.  31899-21

RESOLUTION NO.  6590-21

IMPROVEMENT RESOLUTION NO.  3599-21

INFORMAL RESOLUTION NO.  991-21
City Manager’s Report

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

Date
July 7, 2021
Expense Type
Purchase Order
Total Amount
$227,714.72

2021 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>See below</td>
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Includes Revenue to the City  Yes  No  Affirmative Action Program  Yes  No  N/A

CITY COMMISSION OFFICE

(A1)  P0210932 – 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 $10,000.00 by $15,000.00 for a total not to exceed $25,000.00 and therefore requires City Commission approval.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The City Commission Office recommends approval of this order.

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<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>10000-1200-1159-52</td>
<td>$15,000.00</td>
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</table>

Signatures/Approval

Approved by City Commission

Melinda A. Wilton, CFPB
Division
Diane J. Michael 6-29-21
Department
City Manager
FORM NO. MS-16

Updated 06/2016
CITY COMMISSION OFFICE

(A2) P0210517 – OHIO NEWSPAPERS, INC. dba DAYTON DAILY NEWS, DAYTON, OH

- Legal publication services as needed through 12/31/2021.
- These services are required to provide public and legal notices for the City.
- This amendment increases the previously authorized amount of $16,000.00 by $10,000.00 for a total not to exceed $26,000.00 and therefore requires City Commission approval.
- Ohio Newspapers, Inc. dba Dayton Daily News qualifies as a Dayton local entity.
- The City Commission Office recommends approval of this order.

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<th>Fiscal Year</th>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-1200-1191-52</td>
<td>$10,000.00</td>
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PUBLIC WORKS – FLEET MANAGEMENT

(B1) P0210999 – VERIZON CONNECT NWF, INC., ATLANTA, GA

- Global Positioning System (GPS) with real-time communications.
- These goods and services are required for data and location services for City vehicles.
- Rates are in accordance with the Sourcewell Contract #022217-NWF with pricing through 6/01/2022.
- The Department of Public Works requests additional authority of $80,000.00 through 12/31/2022 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

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<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>Fleet Management</td>
<td>61000-6470-1159-99</td>
<td>$40,000.00</td>
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<tr>
<td>2022</td>
<td>Fleet Management</td>
<td>61000-6470-1159-99</td>
<td>$80,000.00</td>
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</table>

PUBLIC WORKS – WASTE COLLECTION

(B2) P0211007 – RECONYX, INC., HOLMEN, WI

- Fifteen (15) surveillance cameras with cellular access.
- These goods and services are required to assist in the City’s illegal dumping program.
- Reconyx, Inc. is the current proprietary vendor of these products and services; therefore, this purchase was negotiated.
- One Hundred percent (100%) of funding is from the 2021 Montgomery County Waste Reduction Incentive Grant.
- The Department of Public Works recommends approval of this order.

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<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td></td>
<td>Incentive Grant</td>
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WATER – WATER ENGINEERING

(C1) P0211002 – DELL MARKETING LP, ROUND ROCK, TX
- Computers and accessories.
- This equipment is required to replace end of life equipment used by the Division of Water Engineering WIMS group and Department of Water Conference Rooms.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

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<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3421-1301-54</td>
<td>$13,572.33</td>
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WATER – WATER RECLAMATION

(C2) P0210998 – PELTON ENVIRONMENTAL PRODUCTS, INC., BRECKSVILLE, OH
- Two (2) T series pumps and two (2) Baldor Motors.
- These goods are required to replace existing drain pumps within the North Sludge Pumping Station as part of the Department of Water’s pump replacement plan.
- Pelton Environmental Products, Inc. is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

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<th>Fund Amount(s)</th>
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<td>Sanitary Sewer Operating</td>
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<td>$17,082.00</td>
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WATER – WATER SUPPLY AND TREATMENT

(C3) P0211006 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH
- One (1) 2022 pickup truck.
- This vehicle is required for the daily operations of the Division and will replace Unit #2175 which will be disposed of in the best interest of the City.
- Eleven (11) possible vendors were solicited and three (3) bids were received.
- The Department of Water recommends acceptance of the lowest and best bid.

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<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1412-54</td>
<td>$41,900.00</td>
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The aforementioned departments recommend approval of this order.
EXECUTIVE RECRUITMENT AND SELECTION FOR CHIEF OF POLICE

The Department of Human Resources requests permission to enter into an Agreement with Jack Clancy Associates in the amount of $18,500.00 for services relating to the assessment of the candidates for the Chief of Police.

Jack Clancy Associates has prior experience and has proven successful placements with the City of Dayton in training and conducting an assessment center for the Chief of Police recruitment in previous executive searches.

The term of this Agreement shall commence upon execution by the City and expire December 31, 2021 or upon completion of search and selection.

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

A Certificate of Funds is attached for $18,500.00.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<tr>
<th>x</th>
<th>New Contract</th>
<th>___</th>
<th>Renewal Contract</th>
<th>___</th>
<th>Change Order:</th>
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<td>Contract Start Date</td>
<td>Upon Execution</td>
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<td>Expiration Date</td>
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<td></td>
<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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<td>Increase Encumbrance</td>
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<td>Decrease Encumbrance</td>
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<td>Remaining Commission Approval</td>
<td>$ -</td>
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Required Documentation:
- x Initial City Manager's Report
- x Initial Certificate of Funds
- x Initial Agreement/Contract
- Copy of City Manager's Report
- Copy of Original Certificate of Funds

Amount: $18,500.00

Fund Code: 10000 - 5610 - 1159 - 62 - XXXX - XXXX

Amount: __________

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

Attach additional pages for more FOAPALs

Vendor Name: Jack Clancy Associates
Vendor Address: 1104 Corporate Way, Sacramento, CA 95831
Federal ID: 26-3961001
Commodity Code: 96130
Purpose: Assessment center process for the Chief of Police candidates

Contact Person: Kristin Dore

Human Resources

6/9/2021

Originating Department Director's Signature: Kenneth Couch

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 

Date: 6/24/2021

CF Prepared by: 

Date: 6/23/2021

October 18, 2011
PROJECT PROPOSAL

City of Dayton, OH

2021 Chief of Police Assessment Center Process

April 30, 2021
April 30, 2021

Kenneth R. Couch
Human Resources Director
City of Dayton
101 West Third Street
Dayton, OH 45401

Re: Police Chief Assessment Center

Mr. Couch,

Jack Clancy Associates (JCA) is pleased to present to the City of Dayton the following cost proposal outlining our approach to assisting the City with an assessment center process for Police Chief.

Our methodology for the proposed project is designed to comply with all prevailing technical and professional guidelines including the Standards for Educational and Psychological Testing, the Uniform Guidelines on Employee Selection Procedures, the Principles for the Validation and Use of Personnel Selection Procedures of the Society for Industrial and Organizational Psychology, and the Guidelines and Ethical Considerations for Assessment Center Operations.

We hope this information meets with your approval and we look forward to working with you on this exciting project. If you have any questions regarding the content of this proposal or need any additional information, please feel free to contact me directly by telephone at 916-612-6797 or via e-mail at M.Gruver@JackClancyAssociates.com.

Respectfully,

Matt Gruver

Matt Gruver
Principal
PROJECT APPROACH

I. Administrative Set-up & Job Analysis:

The first activity of each JCA assessment process is the job analysis. We have extensive experience designing job analyses in the public sector and are experts at identifying and documenting the information necessary to validate assessment processes at the executive management level. Our job analysis methodology on this project will involve a review of the ideal candidate profile and all supplemental job information collected as part of its development to identify the management skills and style that would be appropriate for Dayton’s new Chief of Police, and to operationally define the performance dimensions to be evaluated in the assessment process. Typical managerial assessment dimensions might include Managerial Leadership, Decision Making Ability, Interpersonal Relations, Planning/Organization Skills, Adaptability and Flexibility, and Communication Skills. Once the assessment dimensions have been drafted, they will be reviewed with the City to ensure that the critical aspects of the position have been sufficiently captured.

II. Assessment Center Design, Development & Administration:

Exercise Development and Assessor Recruitment.

Based on the job analysis review, JCA project staff will identify and document the dimensions to be measured in the assessment exercises.

A. We will then meet with members of City management, including the current Chief of Police, to develop a series of exercises to measure the critical dimensions of the job. Once developed, the City will undertake a final review of the exercises to ensure the appropriateness of the dimensions and the relevance of the exercises to the current and anticipated needs of City government and the Dayton Police Department.

B. The actual exercises will depend on the job analysis results, and discussions with the appropriate stakeholders, however based on our experience, the assessment process could look as follows:

Verbal In-Basket Exercise. This exercise is designed to simulate the types of written materials which a Chief might encounter on the job. It is designed to test the candidate’s ability to “think on his/her feet” by providing a brief opportunity to review the materials, formulate a plan of action and meet with a panel of assessors to discuss decisions made, actions taken, and the thought processes that underlie them.

Presentation Exercise. This exercise is designed to simulate the types of personal interactions that the Chief might encounter on the job. It is designed to test the candidate’s ability to “think on his/her feet” by providing a brief opportunity to organize his/her thoughts for a short presentation on a specific job-related issue such as sharing information with the public or presenting information before an elected body.
Again, after the formal presentation, the assessors will be provided with the opportunity to question the candidate relative to the information presented.

**Structured Background Interview.** This exercise is designed to assess one’s preparation and experiential readiness to take on the responsibilities of the job. As the Chief position requires significant experience in both operational and administrative functions, we highly recommend that an interview of some type be incorporated into this stage of the selection process to review each individual’s professional skills and abilities, and determine organizational “fit.”

In addition, the assessment process could also include a writing component incorporated as part of one of the previously mentioned exercises to evaluate a sample of each candidate’s writing skills and his/her ability to communicate clearly in a written format; and/or a series of paper-and-pencil tests of critical thinking, personality, and management style (these tests would then be used to provide further information on the top candidates relative to the assessment dimensions being evaluated; we would be happy to discuss this option with the City at their convenience).

C. The assessor team recruited to evaluate the candidate group will include experienced executive management personnel. While experience is the prime criterion, attention will also be given to balancing the group of assessors by ethnicity and gender. The actual number of assessors will be determined by the exercises to be used and the number of candidates to be assessed, however, it is anticipated that four (4) assessors would be needed for this assessment process.

**Assessor Training and Candidate Orientation.**
JCA will provide each assessor with training on the exercises to be used. This training will be provided immediately prior to the administration of the assessment process. If requested, we can also provide a brief orientation session, or written orientation document, to the candidates just prior to the administration of the assessment process in order to provide the candidate group with further insight into the process and candidate expectations.

**Assessment Center Administration.**
Our project team members will work closely with the City to ensure that the assessment process conforms to current administrative and professional standards. JCA will provide all necessary materials and facilitate the administration of the assessment process to ensure uniform and comparable ratings among assessors; and present the overall results to the City upon completion of the assessment process.

**III. Project Budget:**

We are prepared to start immediately and can be available at the City’s convenience to begin this project. As a national service provider to the public sector, we are very aware of the financial pressures faced by government agencies throughout the country and will cooperate with the City to ensure that the assessment process is conducted in the most cost effective manner possible.
The total project costs associated with this assessment will be fixed at $18,500.00 (which includes all JCA project expenses).

Our budget assumes that the City will provide all meeting and assessment center facilities, and time of personnel to assist with project activities. It also assumes that the City will cover any travel, food, and lodging expenses for assessors. Lastly, we will provide four hours of consulting time without charge in defense of these selection procedures if they are legally challenged and/or litigated. Additional consulting services would be invoiced at the rate of $250.00 per hour for general consultant time (plus expenses).

IV. Organizational Background:

Jack Clancy Associates is the premier provider of assessment and selection programs to the public sector. Our knowledge, expertise and customer service are unparalleled as we have been the industry leader in helping to build successful organizations since 1980. Headquartered in Sacramento, CA, with a satellite operation in Denver, CO, our services include the design and development of assessment centers and employment examinations for recruitment, selection and promotion, and we specialize in the assessment and evaluation of public safety command personnel. Specifically, we offer services in the areas of assessment centers and assessment center-type processes, structured interviews, performance and practical examinations, written examinations, and management style analysis.

We are thoroughly familiar with professional and regulatory standards in the testing area and possess significant knowledge and experience in fair employment, the Uniform Guidelines on Employee Selection Procedures, and the Guidelines and Ethical Considerations for Assessment Center Operations. In addition, and for the protection of itself and its clients, JCA carries insurance in the following amounts: General Liability ($2,000,000/$4,000,000) and Professional Liability ($1,000,000/$3,000,000).

As indicated previously, Matt Gruver will serve as JCA’s project manager and the primary liaison with the City on this project and can be reached as follows:

Matt Gruver
1104 Corporate Way
Sacramento, CA 95831
Phone: (916) 612-6797
Fax: (916) 960-1140
MGruver@JackClancyAssociates.com
CITY OF DAYTON, DEPARTMENT OF HUMAN RESOURCES
POLICE ASSESSMENT CENTER AGREEMENT

THIS POLICE ASSESSMENT CENTER AGREEMENT, dated this ___ day of ____________, 2021 is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio ("City") and Jack Clancy Associates ("Consultant").

WITNESSETH THAT:

WHEREAS, The City seeks to fill vacancies of executive positions within the Dayton Police Department; and,

WHEREAS, Consultant provides assistance to cities, villages, townships, universities, and other organizations with promotions to sergeant, lieutenant, captain and other command level positions, including Chief of Police; and,

WHEREAS, The City desires to utilize the services of Consultant, and Consultant is willing to provide its services, to assist with the process of filling the executive position vacancies.

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

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall develop and conduct one or more assessment centers to assist in the selection of executive position vacancies of the Dayton Police Department ("Services"). The Services are more particularly described in the "Assessment Center Design, Development & Administration" section of the attached Exhibit A. The selection of the assessment exercises to be administered shall be at the option of the City.

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Eighteen Thousand Five Hundred Dollars and Zero Cents ($18,500.00) for the Services and other City-approved expenses. Consultant shall invoice City for payment at the completion of the Services.

ARTICLE III- TERM

This Agreement shall commence upon execution by the City and shall terminate upon completion of the Assessment Centers, but not later than December 31, 2021, unless extended to a later date by a mutual written amendment in accordance with Article VII of this Agreement or terminated in accordance with Article IV of this Agreement.
ARTICLE IV- TERMINATION

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 V- 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:  
Jack Clancy Associates  
1104 Corporate Way  
Sacramento, California 95831  
Attention: Matthew L. Gruver

City:  
City of Dayton  
Department of Human Resources  
P.O. Box 22  
Dayton, Ohio 45401  
Attention: Kenneth R. Couch, Director

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

ARTICLE VI- 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 VII- 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; pandemics; 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 Human Resources, 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, 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 executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

__________________________________________
City Manager

JACK CLANCY ASSOCIATES

By: _______________________________________
Print Name: Matthew Gravel
Its: Principal

APPROVED AS TO FORM AND CORRECTNESS:
☑ Recoverable Signature

X John Musto for
City Attorney
Signed by: Musto, John

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

__________________________, 2021

Min./Bk.: _______ Page: __________

__________________________
Clerk of the Commission
City Manager’s Report

From 2100 - City Manager’s Office
Supplier, Vendor, Company, Individual
Name Dignity Best Practices
Address 3828 Georgia Ave NW, Apt 431
Washington, DC 20011-5948

Date July 7, 2021
Expense Type Service Agreement
Total Amount $150,000.00 (thru 12/31/2021)

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<td>150,000.00</td>
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Includes Revenue to the City ☑ No
Affirmative Action Program ☑ Yes ☐ No ☑ N/A

Description

Professional Services Agreement – Dignity Best Practices

The Office of the City Manager requests approval to enter into a Professional Services Agreement in an amount not to exceed $150,000.00 with Dignity Best Practices for the establishment of an Alternative Police Response Infrastructure.

Dignity Best Practices will serve as a bridge between the Alternative Dispatch Implementation Plan and the creation of the infrastructure needed for implementation of an Alternative Police Response model. At the end of the Agreement term, it is expected that Dignity Best Practice will have completed all necessary tasks set forth in the “Scope of Services” and the City will be prepared to move forward in implementation of an Alternative Police Response model.

The Agreement shall commence upon execution and will expire December 31, 2021.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract  ____ Renewal Contract  ____ Change Order

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

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<td>x Initial Certificate of Funds</td>
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<td>x Initial Agreement/Contract</td>
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Attach additional pages for more FOAPALs

Vendor Name: Dignity Best Practices
Vendor Address: 3828 Georgia Ave NW, Apt 431 Washington DC 20011-5948
Federal ID: 862230185
Commodity Code: 96100
Purpose: Consulting services to build the infrastructure needed for Alternative Dispatch implementation.

Contact Person: Erin Ritter
City Manager: 6/16/2021
Department/Division Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature 1/22/21 Date

CF Prepared by 1/22/21 Date

CF/CT Number CT21-3010

October 18, 2011
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Dignity Best Practices ("Consultant"), a private corporation.

WITNESSETH THAT:

WHEREAS, The City is seeking professional services in the establishment of an Alternative Police Response Infrastructure; and,

WHEREAS, Consultant represents that it is a skilled, experienced and competent consulting firm, with the personnel and know-how to perform the professional services set forth hereinafter for the City.

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

SECTION 1. CONSULTANT

Consultant is a uniquely qualified vendor to provide a service related to the establishment of and Alternative Police Response Infrastructure for the City. The consultant has met all requirements of the Request for Qualifications RFQ # 21-003CMO and rated highest based on their responses and experiences. The consultant is dedicated to and specializes in helping cities build alternatives to traditional police response, while recognizing the significant impacts of systemic racism.

SECTION 2. SCOPE OF SERVICES

The Consultant shall undertake and provide the City with all services as more particularly described in the scope of services attached as Exhibit A ("Services").

SECTION 3. PAYMENT

The remuneration for the Services shall be for an amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) for the performance of tasks during the term.

Remuneration shall follow the schedule outlined in Exhibit B. Consultant shall submit invoices for payment, not more frequently than monthly or in such frequency as the parties may mutually agree. Such invoices shall detail the Services provided during the invoice period, list the total charges for such Services, and total amount of reimbursable expenses incurred during the invoice period, listed by category and type of expense. All invoices shall be accompanied by such supporting documentation and information substantiating the invoiced amount or expenses incurred, as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of Consultant’s invoice.
SECTION 4. LIMITATIONS ON ASSIGNMENT AND SUBCONTRACTING

The City is relying upon the professional skill and experience of Consultant. Therefore, assignment or subcontracting of this Agreement by Consultant is prohibited, without the prior written consent of the City.

SECTION 5. TERMINATION

A. Termination of Agreement for Cause. If, through any cause, Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant defaults in the performance of any terms or conditions of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Consultant specifying the effective date of the termination, at least five (5) days before such effective date. In the event of such termination, Consultant will be paid for the Services actually performed and reasonable expenses incurred up to the effective date of termination.

B. Termination of Agreement without Cause. The City may terminate this Agreement at any time and without cause upon giving Consultant twenty (20) days prior written notice. The notice of termination shall be made by mailing written notice to Consultant by certified mail to its usual place of business. If such termination occurs, Consultant will be paid for the Services actually performed and reasonable expenses incurred up to the effective date of termination.

SECTION 6. TERM

This Agreement shall commence upon the full execution of this Agreement and it shall expire on December 31, 2021, unless earlier terminated or extended by mutual written agreement and, if necessary, approved by the Commission of the City of Dayton.

SECTION 7. 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.

The City of Dayton, Ohio and its elected officials, officers, agents, and employees will refrain from making any public written or verbal statement of a derogatory nature about the Consultant or its services, until after a mediation proceeding has occurred with both parties present.

SECTION 8. INSURANCE

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

A. Professional Liability/Errors and Omissions Insurance, with a One Million Dollar and Zero Cents ($1,000,000.00) annual aggregate. This annual aggregate amount requirement for
professional liability/errors and omissions may be met on a combined basis, i.e., by combining such insurance maintained by Consultant with similar insurance maintained by any subcontractor (to the extent that a subcontractor is consented to by the City through the process described above in this Agreement).

B. General Liability Insurance, with a combined single limit of One Million Dollars and Zero Cents ($1,000,000.00) per occurrence and One Million Dollars and Zero Cents ($1,000,000.00) in the aggregate. This policy shall name the City of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

Consultant shall also maintain Workers’ Compensation Insurance in such amounts as prescribed by law. All policy/policies of insurance to be maintained by Consultant pursuant to this Section, excluding Workers’ Compensation Insurance, shall provide that the insurance may not be reduced, decreased, cancelled or terminated without thirty (30) days prior written notice to the City. Upon execution of this Agreement, Consultant shall furnish the City with a copy of certificates of insurance demonstrating compliance with this Section. Consultant shall also provide, upon the City’s request, complete copies of any insurance policies required hereunder.

SECTION 9. OWNERSHIP OF WORK PRODUCT AND DOCUMENTS

All work product, including, but not limited to, documents, drawings, analysis, reports, charts, and/or graphs, which are prepared by Consultant pursuant to this Agreement shall, upon payment by the City, become the sole and exclusive property of the City, except to the extent that the Consultant retains copies of their work files for a period of not less than five (5) years.

The City acknowledges that the Consultant owns and retains all right, title, and interest in and to any and all proprietary know-how and methodologies the Consultant uses in creating the Work Product or in otherwise providing Services.

SECTION 10. CONFIDENTIALITY

Due to the nature of the Services to be provided by Consultant hereunder, Consultant agrees that all work product, including, but not limited to, all documents, databases, reports, opinions, and information prepared hereunder and/or furnished to Consultant by the City, is confidential, and shall not be divulged, in whole or in part, to any person or entity, other than duly authorized representatives of the City, without prior written approval of the City; but excepting therefrom, instances wherein disclosure is required by law, including by order of a court of competent jurisdiction or disclosure under oath in a judicial proceeding. Consultant shall take all necessary steps to ensure that all its employees, agents, and/or contractors abide by and adhere to this confidentiality requirement.

The City agrees that the Consultant may name the City as a client on its website, unless the City provides to the Consultant a written statement of dissatisfaction with the Consultant’s work and a request that the City not be so named.

At the conclusion of the agreed Services, the Consultant may choose to write a case study at no charge to the Client, in order to share lessons learned from the City’s experiences with other cities. At that time, the Consultant will provide a draft of the case study to the City, and will request
separate written authorization to identify the City in the case study as the location being described as innovating in the areas in which Services have been requested. If such written authorization is not provided, City agrees that Consultant may publish an anonymized case study that tells the story of innovation being undertaken by the City but does not name the specific city in which that story has taken place. Regardless of authorization, the Consultant retains the right to write a case study that names the City, when using only publicly available information. If the City wishes to have a case study written to its own specifications, rather than for the Consultant’s public educational purposes, this will become a billable activity under the hourly rate and other terms of this contract.

SECTION 11. CONFLICT OF INTEREST

The City recognizes that Consultant does not provide Services exclusively to the City. During the term of this Agreement, Consultant agrees not to accept employment, or to perform for or on behalf of another client for which a conflict of interest between the City and Consultant would be created, without the prior written consent of the City and Consultant. Assisting other communities with grant or loan applications that may be in competition with the City is not considered a conflict of interest, but Consultant will disclose, subject to confidentiality obligations, any such projects to the City prior to accepting the engagement. Similarly, the Consultant’s current or future work assisting other communities with services similar to those being provided to the City will not be considered a conflict of interest.

SECTION 12. INDEMNIFICATION

To the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, agents, and employees from and against all claims, demands, losses, and expenses, including but not limited to reasonable attorneys’ fees, to the extent arising out of or resulting in whole or in part from any negligent act or omission, and/or from any failure to perform Consultant’s duties under this Agreement, attributable to Consultant its employees, agents, and subcontractors, and any other person or entity for whose conduct Consultant may be liable under Ohio law.

Neither the City nor the Consultant will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement even if the other party has been apprised of the likelihood of such damages. The Consultant’s total liability with respect to an engagement will not exceed that which the City has paid or will pay the Consultant in fees under the applicable Scope of Services, except that no such limitation will apply with respect to liabilities involving the gross negligence, willful misconduct, or fraud of the Consultant.

The Consultant has been engaged to convene discussions and provide advice, project management, and guidance. The Consultant has not been engaged to, and will not perform, management functions or make management decisions on behalf of the City and has no responsibility for the City’s decisions or actions. The City is responsible for making its own evaluations and decisions regarding the Consultant’s recommendations. In addition, the Consultant’s staffing does not include attorneys or independent public accountants, and the Services do not include the provision of legal, auditing, or assurance services.

SECTION 13. RECORDS
Consultant shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures shall be supported by time records, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City. At any time, with two (2) days business notice, during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City and/or its designees all of its records with respect to all matters covered under this Agreement. Consultant will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records.

If Consultant performs an independent audit of business financial records, Consultant shall require the company or auditor to comply with all applicable GAAP standards that have been developed by the American Institute of Certified Public Accountants.

**SECTION 14. MISCELLANEOUS**

A. **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, 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.

B. **Remedies.** The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against the exercise of such right.

C. **Entire Agreement.** This Agreement, together with all Exhibits referred to herein, represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, and Agreements regarding the subject hereof, whether oral or written.

D. **Independent Contractor Status.** By executing this Agreement for Services, Consultant acknowledges and agrees that it will be Services to the City as an "independent contractor." As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. 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 approved subcontractors performing the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with
the City. Further, Consultant shall be responsible to withhold and pay, or cause such agents and subcontractors to withhold and pay, all applicable local, state and federal taxes.

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

E. Amendment. This Agreement may be amended by mutual agreement between the City and Consultant. Any such amendment shall be reduced to a writing, which makes specific reference to this Agreement, approved by the City Manager or designee, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

F. Applicable Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Consultant irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

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

H. Notices. Any notice required under this Agreement shall be deemed to have been given on the date actually received or forty-eight (48) hours having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever occurs earlier. In the case of mailed notice, the sending party will also attempt to send a copy of such notice by email, or else an email notifying that there is an important notice coming in the mail. Either party may change its address from time to time by written notice given in this manner.

If to the City:

City of Dayton, Ohio
Erin Ritter, Human Services Manager
101 West 3rd Street
Dayton, OH 45402
Erin.Ritter@daytonohio.gov

If to Consultant:

Dignity Best Practices
3828 Georgia Avenue NW #431
Washington, DC, 20011
daniel.kornfield@dignitybestpractices.org

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

CITY OF DAYTON

City Manager

Date

DIGNITY BEST PRACTICES

Daniel F. Kornfeld
Title: Executive Director

6/19/2021

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

20 Min. Book Page

CLERK OF THE COMMISSION
EXHIBIT A

Scope of Services

Consultant will serve as a bridge between the Alternative Dispatch Implementation Plan and the creation of the infrastructure needed for implementation. Consultant will work with varying internal City Departments and relevant external entities in order to create an infrastructure that best fulfills the City’s goal of implementing an alternative police dispatch model.

1. Implement the City’s plan for Alternative Police Response.
   a. Create the infrastructure needed for implementation via coordinating with Police Department, Montgomery County Regional Dispatch, Montgomery County ADAMHS, City of Dayton Mobile Crisis Response Unit, Mediation Center, etc.
   b. Facilitate and negotiate agreed upon goals and expectations between departments and external entities.
   c. Establish procedures and policies necessary for successful implementation of an Alternative Police Response.
   d. Provide information, technical expertise, advice, and service in order to ensure successful collaboration between community partners.
   e. Prepare and make presentations for and to a variety of audiences.
   f. Advise and assist in the development of RFP for an Alternative Police Response provider as necessary.

2. It is expected that all work will be done with an equity lens that recognizes the role systemic racism plays in all aspects of our society, including the Police Department, and how we may take steps to dismantle it.
EXHIBIT B

Remuneration Schedule

1. Pay Rate
   a. Consultant will be paid at a rate of Two Hundred Fifty Dollars and Zero Cents ($250.00) an hour.
   b. Consultant shall not work more than twenty (20) hours a week on the Services, unless previously approved by the City.
   c. City has sole discretion to approve or deny changes in hours worked.

2. Travel
   a. City will reimburse for travel to Dayton, Ohio, for necessary meetings.
   b. City has sole discretion to approve or deny travel.

3. Documentation
   a. Consultant will provide detailed monthly invoices that account for all hours worked in order to be compensated.
City Manager’s Report

From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual

Name Flats at South Park II
Address 723 Nathan Place
          Dayton, Ohio 45409

Date July 7, 2021
Expense Type Other, (See Description Below)
Total Amount $200.00 (Paid to City)

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<td>10000-6450-27118-54</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

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

Description

SPECIAL USE PERMIT TO INSTALL FENCE, RAMP, AND WALL

The Department of Public Works requests permission for Flats at South Park II, being the owner of 723 Nathan Street, to install a fence, ramp, and wall along the corner of the building at the SE corner of Warren Street and Cline Street.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Signatures/Approval
Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 06/2016
City Manager Report Review Checklist

Project: Flats at South Park II

Contact: Pat Jones

☑ Date of CMR: 6-30-2021

Spelling

☑ Cheryl
☑ CE Team

Total amount with expiration date

☑ Cheryl
☑ CE Team

Fund Code names

☑ CE Team

FOPAL-CMR/CF

☑ Cheryl
☑ CE Team

Funds are available in Banner

☑ CE Team

Title Capitalized

☑ CE Team

Participation

☑ CE Team

☑ Approved by Division Manager

☐ Reviewed by Directors Office
APPLICATION
For License or Privilege in Public
Way of the City of Dayton, Ohio

MAIL PERMIT TO:
NAME: Chris Godfrey
ADDRESS: 4157 Research Blvd.
B戎ACORE, OH 45430
PHONE NO.: 

The undersigned, FLATS AT SOUTH PARK II being the owner and
lessee of the following described premises, to
wit: Being all or part of Lot No. 
on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon NATHAN PLACE and are known as No. 723 ) hereby makes application for permit
for installation, maintenance and use of the following license or privilege in said public way, to-wit:

Installing fence, ramp, and wall at SE corner of intersection of
Warren Street and Cline Street at corner of building.

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the
adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $200.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be
revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the
City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all
acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public
way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City;
that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction
placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all
times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising
out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any
change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in
connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as
the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing
and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereeto this 24TH day of MARCH 2021

Witnessed in our presence:

Checked as to location and ownership:

Recommended for approval:

Approved as to form:

Approved by the Commission of the City of Dayton, Ohio,

PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary
and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

Director of Public Works
April 7, 2021

TO:      Fred Stovall, Director
         Department of Public Works

FROM:    Michael Powell, Director
         Department of Water

SUBJECT: Special Privilege Permit No. 940627 – 723 Nathan Pl.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- We have no objection to the installation of fencing, ramp, and a wall along the corner of the building at the SE intersection of Warren St. and Cline St.

If you have any questions, please contact Ben Botkin at 333-2058.
April 26, 2021

TO: Fred Stovall, Director
    Public Works Department

FROM: Carl Daugherty, Zoning Administrator
      Dept. of Economic Development

SUBJECT: Special Privilege Permit No. 940627 – 723 Nathan Ave.
         3455 Springfield St., Dayton, Ohio

The Div. of Zoning Administration has reviewed the above SPP requested and raises no objections to its issuance.

Thanks.

Attachments
April 19, 2021

TO:        Fred Stovall, Director
            Department of Public Works

FROM:      Tony Kroeger, Planning Division Manager
            Department of Planning and Community Development

SUBJECT:   Special Privilege Permit 940627 – 723 Nathan Place

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- Planning Staff has no objections to the proposed special privilege application.

If you have questions, please contact me at ext. 3673.
AN ORDINANCE

Amending Sections 49A.01 and 49A.02 of the Revised Code of General Ordinances Relating to the Department of Recreation and Youth Services.

WHEREAS, Article III, Section 48 of the City of Dayton Charter grants the City Manager the power to exercise control over all City departments and divisions and to recommend to the Commission for adoption such measures as she may deem necessary or expedient; and,

WHEREAS, The City Manager has recommended the reorganization of the Department of Recreation of Youth Services to the Department of Recreation; and,

WHEREAS, The City Manager has recommended the creation of a new division entitled the Division of Sports within the Recreation of Youth Services; and,

WHEREAS, The City Manager has recommended the elimination of the Convention Center Division and Golf Division; and,

WHEREAS, The Revised Code of General Ordinances must be amended to accurately reflect this change to the City’s organizational structure; and,

WHEREAS, The creation of a new division within the Department of Recreation and Youth Services requires amendment of Sections 49A.01 and 49A.02 of the Revised Code of General Ordinances; now, therefore,

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

Section 1. That Sections 49A.01 and 49A.02 of the Revised Code of General Ordinances of the City of Dayton is hereby amended to read as follows:

Sec. 49A.01. - Department of Recreation

(A) Department of Recreation is created and established, which Department is organized into an Office of the Director and the following divisions:

   (1) Recreation and Youth Services Division.

   (2) Sports Division.

(B) The Office of the Director is responsible for the Department and all of its functions, and shall have the powers and duties as provided by the Charter, the ordinances of the City of Dayton, and other applicable statutes and laws, but subject to the management and control of the City Manager in all matters. This
office is responsible for the fiscal, payroll and personnel, planning, grantsmanship and development, research and evaluation, and organizational development and training functions of the Department. This office shall also be responsible for establishing fees and charges for all services provided and other related business and administrative functions.

(C) Recreation and Youth Services Division. This Division is responsible for the management and operation of various inclusive community and recreation programs for youth, teens, adults and senior citizens. This Division is also responsible for the management and operation of swimming pools, recreation centers, and other related facilities.

(D) Sports Division. This Division is responsible for the management and operation of various inclusive community and sports programs for youth, teens, adults and senior citizens. This Division is also responsible for the management and operation of athletic fields, golf course, golf shops and restaurant operations, whether operated contractually or by the Department.

(E) Where necessary for the efficient operations of the Department of Recreation, the Director may reassign or expand the functions of the various divisions, with the advice and consent of the City Manager.

(F) The Director shall serve at the pleasure of the City Manager.

(G) A reference in any ordinance or section of this chapter to the Department of Parks, Recreation and Culture or Department of Recreation and Parks shall have the same meaning as Department of Recreation. A reference in any ordinance or section of this chapter to the Director of Recreation and Youth Services or Director of Parks, Recreation and Culture or Director of Recreation and Parks shall have the same meaning as Director of Recreation.

Section 2. That Section 49A.02 of the Revised Code of General Ordinances of the City of Dayton is hereby repealed and amended as follows:

Sec. 49A.02 – Recreation Advisory Board

(A) A Recreation Advisory Board is established.

(B) The Recreation Advisory Board shall be constituted of nine members who shall be designated by the City Commission, and each member should possess a high level of interest, expertise, educational background, or work experience in Recreation.

(C) The term of office of members of the Recreation Advisory Board shall be three years. No member shall be appointed to more than three consecutive terms.

(D) The Recreation Advisory Board shall organize by annually electing a chairperson and vice-chairperson from its membership and shall adopt rules of procedure not inconsistent with this division and hold meetings, not less than once per month, as it deems necessary to carry on its work.
(E) The Recreation Advisory Board advise in matters relating to various inclusive community and recreation programs for youth, teens, adults and senior citizens.

(F) The Director’s office will provide staff and clerical support to the Recreation Advisory Board.

(G) Members to serve without compensation.

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