



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JANUARY 27, 2016

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 Hearing: (See Section V)
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission - (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Price Agreements and Contracts:

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

1. Purchase Order:

COMMISSION OFFICE

A1. Cox Ohio Publishing (legal advertising as needed through 12-31-16)

\$10,500.00

(and for the period of 04-01-16 through 12-31-16)

10,000.00

1. (Cont'd):

FIRE

B1. Sinclair Community College (professional educational and training services as needed through 12-31-16) **\$35,000.00**
(and for the period of 06-01-16 through 12-31-17) **65,000.00**

LAW

C1. Freund Freeze & Arnold (professional legal services as needed through 12-31-16) **160,000.00**
-Depts. of Fire, Law and The City Commission Office. **Total: \$280,500.00**

2. **Community Action Partnership – Agreement** – for the 2016 EITC Campaign Support – Dept. of Planning & Community Development. **\$11,600.00**
(Thru 01/31/17)
3. **Montgomery County Public Defender Commission – 2016 Agreement for Indigent Defense Services** – for Indigent Defense Services provided in the Dayton Municipal Courts– Dept. of Planning & Community Development. **\$62,000.00**

B. Construction Contracts/Estimates of Cost:

4. **Double Jay Construction, Inc. – Change Order No. 1 (CT15-1155)** – for Improvement of Parks Facilities Phase 2 (9% MBE Participation Goal/9.54% MBE Achieved) – Dept. of Public Works/Civil Engineering **\$56,522.14**

C. Revenue to the City:

5. **Summit Square Rehab LLC – Agreement** – for continued community policing to deter crime – Dept. of Police. **\$50,000.00**
(Est. Pymt. to the City)

D. Neighborhood Grants:

6. **Westwood Fabrication & Sheet Metal, Inc. – Development Agreement** – to relocate into Dayton by acquiring a new facility located at 1752 Stanley Avenue – Dept. of Economic Development. **\$40,000.00**
(Thru 07/31/21)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

7. **No. 31470-16** Authorizing the Submission, Acceptance, Acquisition and Purchase of Sixty-Six Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program (“REAP”), and Declaring an Emergency.

Emergency Resolutions – Second Reading:

8. **No. 6161-16** Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not to Exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) for the Angstrom Materials, Inc., Project, on Behalf of the City of Dayton, and Declaring an Emergency.
9. **No. 6162-16** Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not To Exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for the Rostam Direct Project, on Behalf of the City of Dayton, and Declaring an Emergency.
10. **No. 6163-16** Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not To Exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for the Hohman Plating Project, on Behalf of the City of Dayton, and Declaring an Emergency.

Resolution – First Reading:

11. **No. 6165-16** Establishing the Community Police Council.

Ordinance – Second Reading:

12. **No. 31469-16** Consenting to the Improvement of Germantown Street within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

Resolution – Second Reading:

13. **No. 6164-16** Declaring the Intention of the Commission to Vacate the Alley South of Stout Street from Catherine Street to South Patterson Boulevard.

V. PLANNING ACTION

A. PUBLIC HEARING:

***** First Public Hearing - 2016 Annual Appropriation**

VI. MISCELLANEOUS:

ORDINANCE NO. 31471-16

RESOLUTION NO. 6166-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 918-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 27, 2016

FROM: Central Services / Purchasing
Department/Division

(CHECK ONE)

Amount \$ 280,500.00

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other 2016 Purchase Orders

Supplier/Vendor/Company/Individual:

NAME See Below

ADDRESS _____

Justification and description of purchase, contract or payment:

COMMISSION OFFICE

(A1) P1600598 – COX OHIO PUBLISHING, DAYTON, OH

- Legal advertising, as needed through 12/31/2016.
- These services are required to publish legal notices.
- Cox Ohio Publishing is recommended as sole source, therefore this purchase was negotiated.
- Cox Ohio Publishing qualifies as a Dayton local entity.
- The Commission Office recommends approval of this order.
- Initial encumbrance authority: \$10,500.00
- Authority to cover additional needs in the following period:
 - 4/1/16 – 12/31/16 \$10,000.00

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

[Signature] *ACTING*

Division

Ronora Carter, acting

Department

[Signature]

City Manager

FIRE

(B1) P1600586 – SINCLAIR COMMUNITY COLLEGE, DAYTON, OH

- Professional educational and training services, as needed through 12/31/2016.
- These services are required to provide training and certifications for Firefighters and Fire Inspectors as required by the City.
- Sinclair Community College is recommended on the basis of proven past performance, therefore this purchase was negotiated.
- Sinclair Community College qualifies as a Dayton local entity.
- The Department of Fire recommends approval of this order.
- Initial encumbrance authority: \$35,000.00
- Authority to cover additional needs in the following periods:
 - 6/1/16 – 12/31/16 \$15,000.00
 - 1/1/17 – 12/31/17 \$50,000.00

LAW

(C1) P1600587 – FREUND FREEZE & ARNOLD, DAYTON, OH

- Professional legal services, as needed through 12/31/2016.
- These services are required to provide any legal consultation, advice, assistance and representation in matters related to the City's Law & Civil Divisions.
- The law firm of Freund, Freeze & Arnold is recommended based on proven past performance, expertise and experience of its staff in related matters, therefore this purchase was negotiated.
- Freund Freeze & Arnold qualifies as a Dayton local entity.
- The Department of Law recommends approval of this order.
- Authority: \$160,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 27, 2016

FROM: Planning and Community Development
/Director's Office

Code 10000-2380-1159-51

(CHECK ONE)

Fund Title General Operating

Amount \$ 11,600.00 (through 1-31-17)

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other Agreement

Supplier/Vendor/Company/Individual:

NAME Community Action Partnership

ADDRESS 719 South Main Street
Dayton, Ohio 45402 - 2709

Justification and description of purchase, contract or payment:

Community Action Partnership of the Greater Dayton Area—2016 EITC Campaign Support

The Department of Planning and Community Development is requesting approval to enter into an Agreement with the Community Action Partnership (CAP) to provide administrative support to the free tax preparation sites sponsored by the City-led Greater Dayton Earned Income Tax Credit (EITC) Coalition. Through this Agreement, CAP will receive a total of \$11,600.00 to provide administrative support and provide consumable supplies and materials to the free tax preparation component of the 2016 EITC Campaign. This Agreement shall commence upon execution, and it shall expire on January 31, 2017.

The Earned Income Tax Credit is the nation's most effective poverty reduction program. It promotes work, helps lower wage-earners build assets, and boosts the Dayton, Greene and Montgomery County's economy by millions annually. The City and staff have provided the leadership for the community's EITC outreach efforts. A major objective of the campaign is to increase free, community-based tax preparation services so that low wage families in Dayton, Greene and Montgomery County can avoid high commercial fees and predatory refund loans, and receive all of the tax credits they have earned. Dayton's EITC Coalition will sponsor at least twelve (12) free tax preparation sites during the 2016 tax season. The number of tax returns prepared by the Coalition's volunteers continues to grow. Tax refunds received by the taxpayers served at these sponsored tax sites totaled \$4,903,457.00 in 2015.

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

A Certificate of Funds in the amount of \$11,600.00 and the EITC Guidelines are attached.

Approved Affirmative Action Program on File Yes

No NA

Brian J. [Signature]
Division

[Signature]
Department

[Signature]
City Manager

Approved by City Commission

Clerk

Date

CERTIFICATE OF FUNDS

CT161373

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order

Contract Start Date	Upon Execution	
Expiration Date	01/31/17	
Original Commission Approval	\$	11,600.00
Initial Encumbrance	\$	11,600.00
Remaining Commission Approval	\$	-
Original CT/CF		
Increase Encumbrance		
Decrease Encumbrance	\$	-
Remaining Commission Approval		

Required Documentation

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

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

Amount: <u> \$ 11,600.00 </u> Fund Code <u>10000 - 2380 - 1159 - 51 - XXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </div>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </div>
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Attach additional pages for more FOAPALs

Vendor Name: Community Action Partnership of the Greater Dayton Area

Vendor Address: 719 S. Main Street, Dayton, Ohio 45402-2709

Street
City
State
Zip code + 4

Federal ID: 31-0709198

Commodity Code: 961-02

Purpose: Earned Income Tax Credit /Child Tax Credit Campaign Agreement between Community Action Partnership to provide additional administrative support for consumable supplies and materials to the Coalition's twelve (12) free tax preparation sites.

Contact Person: Verletta Jackson Ext. 3288 Planning & Community Development 1/8/2016

Department/Division
Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

1-15-16
 Date

1-14-16 CT161373

SIA
1/14/16

COMMISSION
 JAN 27 2016
 CALENDAR

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2015, is between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("City"), and the **COMMUNITY ACTION PARTNERSHIP**, a not for profit corporation existing under the laws of the State of Ohio ("Contractor").

ARTICLE I. SCOPE OF SERVICES

Contractor shall provide the services as described in Exhibit A, attached hereto and made a part hereof, in a manner satisfactory to the City ("Services"). These Services include, without limitation: providing administrative support and resources to increase the quality and quantity of tax preparation services at the Greater Dayton Earned Income Tax Credit Coalition's tax sites; collecting and compiling information to document the performance of each of the tax sites; and, compiling outreach information from the Coalition member organizations. Contractor shall exercise the same degree of care, skill, and diligence in performance of the work and services to be provided under this Agreement as is ordinarily possessed and exercised by an organization under similar circumstances.

ARTICLE II. TERM OF CONTRACT

This Agreement shall commence upon execution by the City. All of the work and services required herein shall be completed and this agreement shall terminate on January 31, 2017.

ARTICLE III. PAYMENT

The City shall pay Contractor a sum not to exceed **ELEVEN THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$11,600.00)** for acquiring and providing the supplies, materials and services as described in Article I and Exhibit A, inclusive of all services incidental thereto. Contractor shall use and apply all funds provided by the City solely to pay for administrative services and resources to support the operations of the Coalition's tax preparation sites, as described in Exhibit B "Budget," attached hereto and made a part hereof. Contractor shall submit invoices for payment as described in Article III of Exhibit A. Unless disputed, payment shall be made within thirty (30) days of receipt of an invoice from the Contractor.

ARTICLE IV. INDEPENDENT CONTRACTOR

By execution of this Agreement, Contractor acknowledges and agrees that it is providing all services as an independent contractor. Accordingly, Contractor is prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article or assuming or creating any obligation on behalf of or in the name of the City. Further, Contractor, and its employees, agents, contractors and any persons retained to perform the Services are not City employees, and shall not be entitled to, or make a claim for, any of the emoluments of employment with the City of Dayton. The Contractor is not a "Public Employee" for the purpose of Ohio Public Employees Retirement System membership. Contractor is responsible to withhold and pay, or cause such agents, contractors, and subcontractors to withhold and pay, all applicable local, state and federal taxes.

ARTICLE V. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement. Notwithstanding the

foregoing, nothing in this Agreement shall preclude Contractor from retaining the services of contractors, consultants and the assistance of other organizations in the performance of the services hereunder.

ARTICLE VI. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In all solicitations or advertisements for employees placed by or on behalf of Contractor, the Contractor will state that it is an Equal Opportunity or Affirmative Action Employer.

ARTICLE VII. RECORDS TO BE MAINTAINED BY THE CONTRACTOR

Contractor shall keep accurate and complete records of all materials and supplies acquired, and Services provided. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents, and shall be clearly identified. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City and/or its designees all of its records, with respect to all matters covered under this Agreement, and will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records. In performing any independent audit, Contractor shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

ARTICLE VIII. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers and agents from and against liability for all claims, losses, damages, and expenses to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Contractor, its employees, volunteers, contractors and agents performing the services required under this Agreement. This Article shall survive expiration and/or termination of this Agreement.

ARTICLE IX. TERMINATION

The City or Contractor may terminate this Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, or at any time upon mutual written agreement. The notice shall state the date upon which such action is effective. In the event that this Agreement is terminated, Contractor shall be paid for all work and services provided and all supplies and materials procured up to the date of termination specified within the notice, and the City shall have no other responsibility to Contractor.

ARTICLE X. MEETINGS AND EVALUATION

Contractor shall meet with the City and/or its designees at such times designated by the City to review and discuss Contractor's performance of this Agreement. Contractor shall allow the City to conduct on-site inspections, tests and monitoring, and will cooperate with the City in all respects concerning the review and monitoring of Contractor's performance.

ARTICLE XI. PROJECT REPORTING

Contractor shall submit all specified reports as shown in Exhibit A to the City no later than the date provided. Reports shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Contractor's activities and outcomes of the services provided. This Article shall survive termination or expiration of this Agreement.

ARTICLE XII. GENERAL PROVISIONS

A. Amendment

The City or Contractor may request to amend this Agreement at any time. Upon mutual agreement to amend this Agreement, the amendment shall be reduced to writing, which shall make specific reference to this Agreement, approved by the City's Director of Planning and Community Development, signed by a duly authorized representative of the City and Contractor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Waiver

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

C. Notices and Communications

Any written notice, invoice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid, to the address specified herein. Such written communication or notice shall be addressed to:

City of Dayton, Ohio:
Dept. of Planning & Comm. Dev.
101 W. Third St.
Dayton, OH 45402
Attn: Verletta Jackson
(937) 333-3288 / fax: 333-4281
verletta.jackson@daytonohio.gov

Contractor:
Community Action Partnership
719 S. Main Street
Dayton, Ohio 45402
Attn: Tim Donnellan
(937) 341-5000 / fax: 341-5002
timd@cap-dayton.org

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

D. Conflict of Interest

No member of the governing body of the City of Dayton, Ohio, and no other officers, officials, agents or employees of the City shall have any personal financial interest, directly or indirectly, in this Agreement. Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the items described in Article I and Exhibit A has any personal financial interest, directly or indirectly, in this Agreement. Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would cause conflict in any manner or degree with the performance of this Agreement.

E. Entire Agreement/Integration

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

F. Non-discrimination

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

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

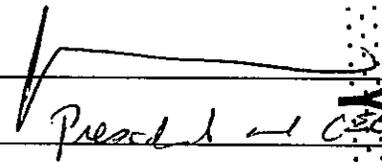
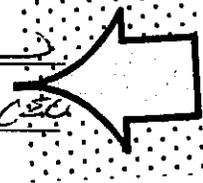
G. Political Contributions

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

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

WITNESSED BY:

COMMUNITY ACTION PARTNERSHIP

By: 
Its: President of CAP 

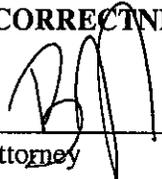
**SIGN
HERE**

WITNESSED BY:

CITY OF DAYTON, OHIO

City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney *MB*

EXHIBIT A
SCOPE OF SERVICES

Community Action Partnership
Tax Preparation Component—EITC/CTC Outreach Campaign

I. SERVICES PROVIDED

The Contractor will provide administrative support to the free tax preparation sites operating under the auspices of the City-led Greater Dayton EITC/VITA Coalition. Contractor will support eight (8) free community tax preparation sites serving a total of approximately 6,000 low and moderate income taxpayers (“Services”).

Under the terms of this Agreement, the Contractor agrees to:

- A. Provide administrative support and resources to increase the quality and quantity of tax preparation services at EITC/VITA Coalition-sponsored tax sites, including the following:
 - 1. Provide overall EITC/VITA program support.
 - 2. Promote and solicit volunteer screeners and tax preparers throughout duration of Agreement.
 - 3. Promote the EITC/VITA program through all marketing efforts.
 - 4. Provide staffing for continued computer technical support services to assist all tax sites without access to in-house computer technical support.
 - 5. Provide expert tax preparation technical assistance and mentoring support to assist those tax sites needing such assistance.
 - 6. Provide support to the National Earned Income Tax Credit Awareness Day (Kick-Off, Friday, January 29, 2016).
 - 7. Purchase consumable refreshments, supplies and materials for the KeyBank Super Saturday Event, scheduled for Saturday, February 6, 2016.
 - 8. Provide assistance and purchase items for the Volunteer Recognition event (Friday, May 6, 2016).
 - 9. Coordinate Customer Satisfaction Activities.

- B. Provide a \$500.00 stipend to the Volunteer Income Tax Assistance (VITA) site managers responsible for coordination, organization, and supervision at the eight (8) community VITA sites. The purpose of this investment is to increase the quality and quantity of free tax preparation services benefiting low-and moderate-income taxpayers during the 2016 EITC Campaign.

- C. Provide a \$500.00 stipend to the Volunteer Income Tax Assistance (VITA) site managers responsible for coordination, organization, and supervision at the potential four (4) new community VITA sites. The purpose of this investment is to increase the quality and quantity of free tax preparation services benefiting low-and moderate-income taxpayers during the 2016 EITC Campaign.

II. BUDGET--*SEE EXHIBIT B*

III. PAYMENT PROCEDURES

Contractor will utilize the following guidelines for collecting and maintaining supporting documentation that must be included with reimbursement requests from this Agreement:

- **For Independent Contractor Expenses include:**
 - a. Hourly rate of pay for each independent contractor;
 - b. Number of hours worked on the program/project funded;
 - c. Time sheets documenting the time worked by the independent contractor;
 - d. Summary of work performed by independent contractor during the time for which payment was made;
 - e. Documentation that independent contractor was paid, i.e. copy of checks issued, etc.
- **For Supplies/Materials, include:**
 - a. Invoice from vendor or company detailing the item(s)/services purchased;
 - b. Copy of Contractor's check showing that Contractor paid the vendor for goods/services.

IV. REPORTING PROCEDURES

The Contractor agrees to submit the following reports:

- A. Report describing the requests for assistance received from the EITC/VITA Coalition's tax sites, and the assistance that is being provided to individual sites during the tax season. (6/30/16)
- B. End of tax season report that includes TaxWise data from all of the EITC Coalition tax sites, and a description of the assistance provided to the individual tax sites with City funds prior to and during that tax season. (6/30/16)
- C. Completed "Outreach Activity Reports" gathered from the agencies hosting the EITC/VITA Coalition's free tax sites. (6/30/16)
- D. Report analyzing Customer Satisfaction from all of the EITC Coalition tax sites. (6/30/16)

**EXHIBIT B
BUDGET**

**Community Action Partnership
*Tax Preparation Component—EITC/CTC Outreach Campaign***

Program Budget

Budget Summary:

Program:	\$10,300.00
Administration: (Salaries, Professional Services & Fridge Benefits)	<u>\$ 1,300.00</u>
TOTAL:	\$11,600.00

Budget Detail:

<i>CAP Codes</i>	<i>Program costs:</i>	
61300	KeyBank "Super Saturday" event	\$ 1,000.00
57800	VITA Site Manager Stipends (B)	\$ 6,000.00
57800	VITA Site Manager Stipends (C)	\$ 2,000.00
61300	Volunteer Recruitment/Recognition	<u>\$ 1,300.00</u>
TOTAL PROGRAM COSTS:		\$10,300.00

Administrative Costs:

<i>CAP Codes</i>		
50000, 50500, 58300	Administration: (Salaries, Professional Services & Fridge Benefits)	<u>\$ 1,300.00</u>
TOTAL ADMINISTRATIVE COSTS		\$ 1,300.00

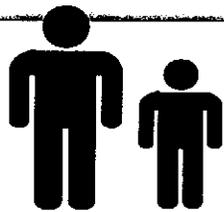
GRAND TOTAL **\$11,600.00**

EARNED INCOME TAX CREDIT

EITC

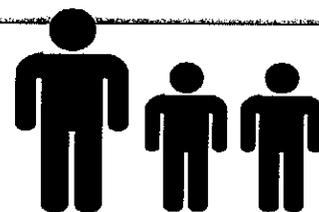


The earned income credit (EITC or EIC) is a refundable tax credit for low- to moderate-income working individuals and couples, particularly those with children. **You may qualify (SEE GUIDELINES BELOW)!**



**EITC up to
\$3,359**

If you lived with **one child** in 2015 and your family **earned less than \$39,131 (or less than \$44,651 for married workers)**, then you can get up to **\$3,359**.



**EITC up to
\$5,548**

If you lived with **two or more children** in 2015 and your family **earned less than \$44,454 (or less than \$49,974 for married workers)**, then you can get up to **\$5,548**.



**EITC up to
\$503**

If you had **no children** living with you in 2015 and you **earned less than \$14,820 (or less than \$20,330 for married workers)**, and you were between the ages 25 and 64, you can get up to **\$503**.



Need Tax Help?

Free tax filing help is available for EITC-eligible households!

Turn the flyer over for a list of agencies who can help file your taxes.



CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 27, 2016

FROM: Planning and Community Development
/ Director's Office

Code 10000-2380-1271-22

(CHECK ONE)

Fund Title General Operating

Amount \$ 62,000.00

Purchase Order Lease Agreement

Supplier/Vendor/Company/Individual:

Price Agreement Estimate of Cost

NAME Montgomery County Public
Defender Commission

Award of Contract Payment of Voucher

ADDRESS 117 South Main Street – 4th Floor
Dayton, Ohio 45422

Other 2016 Agreement for Indigent Defense Service

Justification and description of purchase, contract or payment:

Agreement with the Montgomery County Public Defender Commission and the Montgomery County Public Defender's Office for Indigent Defense Services Provided in Dayton Municipal Courts

The Department of Planning and Community Development is requesting approval to pay monthly invoices from the Montgomery County Public Defender Commission. The Public Defender Commission will provide legal representation to indigent adults charged with a violation of a City of Dayton Ordinance or an Ordinance of a Municipal Corporation for which the penalty or possible adjudication includes the potential loss of liberty.

The City of Dayton allocated \$62,000.00 for contractual legal council services provided by the Montgomery County Public Defender Commission. Staff from this department, the City Prosecutor's Office, the City Law Department, the Dayton Municipal Courts, and the Montgomery County Public Defender's Office worked together and successfully finalized this Agreement. The 2016 cost for each new case is \$207.01, a 2.5% increase or \$5.05 over the 2015 new case cost of \$201.96.

This Agreement shall begin upon execution and expires on December 31, 2016. This Agreement may be renewed for additional one-year terms upon the agreement of each entity and the proper appropriation of funding for the new year.

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

A Certificate of Funds in the amount of \$62,000.00 has been encumbered and is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Division _____

Clerk

Department _____

Date

[Signature]
City Manager

CERTIFICATE OF FUNDS

CT 16 0302

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X

New Contract

 Renewal Contract

 Change Orders

Contract Start Date	01/01/16
Expiration Date	12/31/16
Original Commission Approval	\$ 62,000.00
Initial Encumbrance	\$ 62,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 62,000.00 </u> Fund Code <u>10000 - 2380 - 1271 - 22 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Montgomery County Public Defender Commission

Vendor Address: 117 South Main Street - 4th Floor, Suite 400 Dayton, Ohio 45422
Street City State Zip code + 4

Federal ID: 31-6000172

Commodity Code: 961-50

Purpose: This Agreement will continue payments to the Montgomery County Public Defender Commission to provide legal counsel to indigent persons charged with a violation of a City of Dayton Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. All legal counsel services and expenses will be provided to indigent adults beginning January 1, 2016 through December 31, 2016. Our prior year Agreements (2015 - CT# 15-0302; 2014 - CT# 14-0302; 2013 - CT# 13-0302; 2012 - CT# 12-0302) were all allocated and approved from our annual general operating budget. This 2016 Agreement for legal counsel services and expenses will end on December 31, 2016.

Contact Person: J. Michael Henderson (ext. 3690) Planning & Community Development 1/8/2016
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:

CF Prepared by:

1-15-16
Date

1-14-16 CT 16 0302
Date CF/CT Number

COMMISSION

JAN 5 7 2016

CALENDAR

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN DAYTON MUNICIPAL COURT**

This Agreement is entered into by and between the Montgomery County Public Defender Commission and the Montgomery County Public Defender Office, with a mailing address of 117 South Main Street, 4th Floor, Dayton, Ohio 45422, (hereinafter referred to as the "COUNTY"), and the city of Dayton, with a mailing address of 101 West Third Street, Dayton, Ohio 45402 (hereinafter referred to as the "CITY").

WHEREAS, the CITY of Dayton recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Montgomery County has adopted a program whereby a Public Defender Commission has been formed and has appointed a Public Defender and if there is a conflict, then the court will appoint assigned counsel attorneys.

WHEREAS, the COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent adults charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, the contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the COUNTY Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY its appropriate share if such has not already been calculated into the formula to determine compensation, and

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The COUNTY, on behalf of the CITY, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in cases where the defendant is indigent and charged with the commission of an offense or act which is in violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the County Public Defender or appointed counsel in conflict situations, provide legal representation in Dayton Municipal Court for indigent adults charged with any violation of CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

- 2.1 CITY agrees to pay the COUNTY as follows:
 - A. The City will pay the Public Defender the sum of \$207.01 (two hundred seven dollars and one cent) per case for which the Public Defender provides representation;
 - B. A case shall be counted as any matter in which the City initially charges an indigent person under a City ordinance for which jail is a possible sentence and for which the Public Defender provides representation past the initial arraignment. Matters that have multiple City ordinance charges under one case number shall be counted as one case. Where a case has both an ordinance charge and an Ohio Revised Code charge, the municipality will be billed for the case whenever the ordinance is the highest degree charge or ties for the highest degree. Matters that are pled and sentenced at the initial arraignment shall be counted as .25 (one quarter) case. Matters that are reopened as the result of revocations, show causes, capiases, or for other reasons shall be counted as .20 (one fifth) case. A 25% discount will be applied to each reopened case for a single defendant that was not consolidated but was scheduled together for all subsequent hearings. There shall be no charge for the appeal of a case;
 - C. The Public Defender shall issue a monthly invoice for the prior month's services and the City shall pay said invoice within 30 (thirty) days of receipt of invoice;

D. In addition to the payments for the Public Defender services, in conflict situations, where assigned counsel is appointed, the COUNTY will bill the CITY monthly for the municipal code violation cases the COUNTY paid in any particular month, based on qualifying attorney vouchers, less the amount the COUNTY is reimbursed by the State under the then current reimbursement rate. The COUNTY will issue an invoice to the CITY and the CITY will have 30 days to pay from date of receipt of invoice.

2.2 Reimbursement by the municipal corporation for representation of such indigent persons, whether by contractual amount or a fee schedule, shall not exceed the fee schedule in effect and adopted by the Montgomery County Commissioners.

3. DURATION OF CONTRACT AND TERMINATION

3.1 The term of this agreement shall be for one year, January 1, 2016 to December 31, 2016 (OPTIONAL: This contract may be renewed for additional one-year terms upon proper resolution of each entity agreeing to the one-year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215).

3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail; return receipt requested or in hand delivered.

3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within 60 days of the date on which it is due.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender in a timely manner, the Dayton Municipal Court Clerk shall promptly notify the COUNTY of the Municipal ordinance cases completed and pending in any month.
- 4.3 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any employee or application for such employment because of the race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement. 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 condition of this Agreement as fully and as if specifically rewritten here.
- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

THE CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS



City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2016

MIN./BK. _____ PAGE _____

Clerk of the Commission

MONTGOMERY COUNTY PUBLIC DEFENDER COMMISSION

BY: _____
Dianne F. Marx, Chairperson

BY: 

D.K. Wehner, Montgomery County Public Defender

OFFICE OF THE OHIO PUBLIC DEFENDER

BY: _____
Timothy Young, Ohio Public Defender

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 27, 2016

FROM: Public Works/Civil Engineering
Department/Division

Code 41719-6510-1159-56

(CHECK ONE)

Fund Title Recreation and Parks

Amount \$ 56,522.14

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other Change Order No. 1 (CT15-1155)

Supplier/Vendor/Company/Individual:

NAME Double Jay Construction, Inc.
 ADDRESS 25 Harrisburg Drive
Englewood, Ohio 45322

Justification and description of purchase, contract or payment:

IMPROVEMENT OF PARKS FACILITIES PHASE 2
(9% MBE PARTICIPATION GOAL/9.54% MBE ACHIEVED)

The Division of Civil Engineering proposes Change Order No. 1 for \$56,522.14 to the existing contract with Double Jay Construction, Inc. for the Improvement of Parks Facilities Phase 2 project. The Change Order is requested for installing a pedestrian path at Howell Field and for the demolition of a shelter at Burns-Jackson Park.

The amount of \$56,522.14 is being financed from Recreation and Youth Services General Capital Funds.

The original contract amount was \$550,000.00. Change Order No. 1, which totals \$56,522.14, will increase the contract with Double Jay Construction, Inc. for the Improvement of Parks Facilities Phase 2 project to \$606,522.14.

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

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division _____
Keith Steuber For Stephen Pike
 Department _____
 City Manager _____

CHANGE ORDER NUMBER 1

This Change Order Number 1, entered into this _____ day of _____, 2016, is between the City of Dayton, Ohio ("City") and Double Jay Construction, Inc. ("Contractor").

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a contract for the Improvement of Parks Facilities, Phase 2 project (9% MBE Participation) ("Project"), CT15-1155 dated May 20, 2015 ("Contract"), to resurface basketball courts and tennis courts citywide; and

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

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

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

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

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

- a. Remove 115 linear feet of reinforced barrier curb; and
- b. Remove 2,000 square feet of asphalt sidewalk; and
- c. Perform 20 cubic yards of excavation including embankment construction; and
- d. Perform 146 cubic yards of excavation not including embankment construction; and
- e. Install 112.74 cubic yards of aggregate base; and
- f. Install 100.55 tons of asphalt concrete; and
- g. Perform construction layout staking; and
- h. Stockpile and place 95 cubic yards of topsoil; and
- i. Perform 1,632 square yards of hydroseeding; and
- j. Demolish the Burns-Jackson shelter.

Section 2. In consideration of Contractor's performance of the additional work described in Section 1 above, the City will pay Contractor an amount not to exceed Fifty Six Thousand Five Hundred Twenty Two Dollars and Fourteen Cents (\$56,522.14). Payment for services will be paid as follows:

a. Remove 115 linear feet of reinforced barrier curb	\$ 1,656.00
b. Remove 2,000 square feet of asphalt sidewalk	\$ 2,000.00
c. Perform 20 cubic yards of excavation including embankment construction	\$ 492.00
d. Perform 146 cubic yards of excavation not including embankment construction	\$ 5,385.20
e. Install 112.74 cubic yards of aggregate base	\$ 8,004.54
f. Install 100.55 tons of asphalt concrete	\$ 18,903.40
g. Perform construction layout staking	\$ 6,724.00
h. Stockpile and place 95 cubic yards of topsoil	\$ 1,235.00
i. Perform 1,632 square yards of hydroseeding	\$ 4,896.00
j. Demolish the Burns-Jackson shelter	\$ 5,562.00
Total	\$ 56,522.14

Section 3. The City and Contractor agree to extend the Project completion date from October 1, 2015 to March 4, 2016.

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

Section 5. Except as modified by this Change Order Number 1, the Contract remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number 1 as of the date first set forth above.

THE CITY OF DAYTON, OHIO

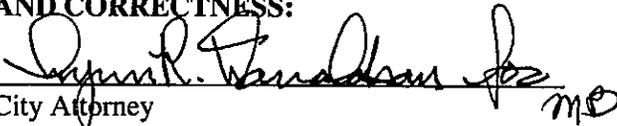
City Manager

DOUBLE JAY CONSTRUCTION, INC.

By 

Title PRESIDENT

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney

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

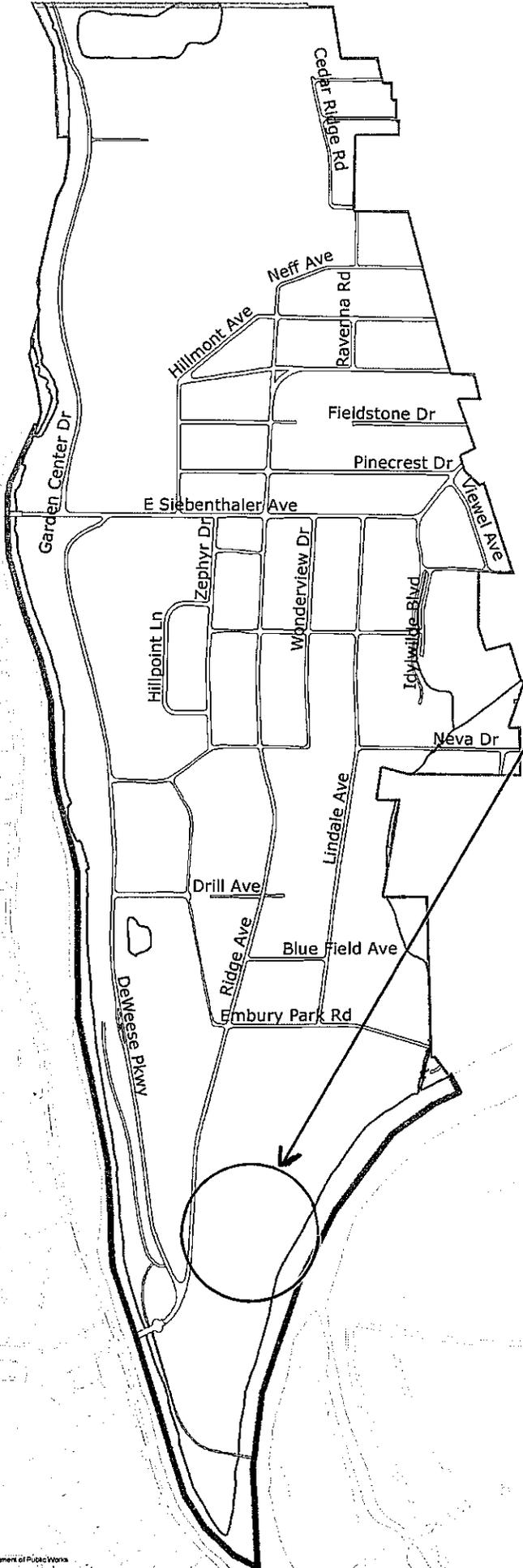
_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission

**DeWeese
Neighborhood**

PROJECT
LOCATION



CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 27, 2016

FROM: Police/Chief's Office
Department/Division

Code 10000-6210-22611-71

(CHECK ONE)

Fund Title General Fund

Amount \$ \$ 50,000 (est. payment to City)

- Purchase Order
- Price Agreement
- Award of Contract
- Other 2016 Agreement services
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Supplier/Vendor/Company/Individual:

NAME Summit Square Rehab LLC
 ADDRESS 616 Summit Square
Dayton, Ohio 45417

Justification and description of purchase, contract or payment:

Summit Square Rehab LLC an apartment complex located within the city of Dayton is requesting continued community policing to deter crime, monitor and provide intervention, as needed, and reporting as requested. Summit Square Rehab LLC has an existing contract that expires on January 21, 2016 and recently requested to again contract off duty police services through December 31, 2016.

Authorization for the City to enter into this Agreement is provided in Section 35.27 of the Revised Code of General Ordinances.

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

The Certificate of Revenue is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division H. of Mal G Ector
 Department Police
 City Manager [Signature]

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Summit Square Rehab LLC

Address 616 Summit Square Drive

City Dayton State Ohio Zip+4 45417 -

Customer # @00004082 Address Location # P1

Federal ID# 26-0123185

Revenue Information: Fund 10000 Organization 6210 Revenue 22611 Program 71

Contract Information: Contract Start Date 1/21/2016 Contract Expiration Date 12/31/2016

Billing Information: Rate: Off. \$61.72 - X Arrears X Pre-bill
Sgt. \$71.58
Lt. \$83.01
Night diff. - \$1.20 - X

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) Invoiced by DPD Fiscal Management Office

Rate Change Date _____ Rate Change Amount _____

Description of Services (wording on invoice):

To supply security up to 160 hours per month to apartment complex located at 616 Summit Square Drive Dayton, Ohio 45417.

Departmental Approval

lt. Col. Mark G Ector

TO BE COMPLETED BY FINANCE

Revenue Contract
Number

5-4082-1

Auditor

Ann Pley

Date

1/15/2016

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]

AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2016, between the City of Dayton, Ohio ("City") and Summit Square Rehab LLC., 616 Summit Drive, Dayton, Ohio 45417 ("Contractor").

WITNESSETH THAT:

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

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

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

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

Section 1. Subject to Sections 2 and 3, the City agrees to make available certain off-duty police personnel to perform the police-related function of security, which is needed by Contractor beginning Thursday, January 21, 2016, at 616 Summit Square Drive (Summit Square Townhomes), a location that is within the municipal corporation limits of the City of Dayton, Ohio.

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

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

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

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

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

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

The City shall bill Contractor, not less than monthly, for payment of the actual services provided hereunder. Contractor shall tender payment upon receipt of the bill.

A deposit remains on account in the amount equal to Nine Thousand Four Hundred Six Dollars and Forty Cents (\$9,406.40) for the services to be provided hereunder.

The City will bill Contractor for payment of the actual services provided. Contractor shall tender payment upon receipt of the bill. The City will apply the aforementioned deposit to the final billing statement for the police services provided. In the event the deposit amount exceeds the amount due for the services actually provided on the final invoice, the City shall return the excess deposit amount to Contractor within thirty (30) days from the date of the final billing statement.

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

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

Section 7. Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses (including attorney's fees), damages, claims, suits or liabilities of every kind, including, but not limited to: false arrest, detention, malicious prosecution; libel, slander, or defamation of character; violation of an individual's right of privacy; assault and battery; discrimination; violation of civil rights;

improper service of process; and any other liability arising out of or in any way related to the provision and performance of the police services to be provided hereunder.

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

Section 9. This Agreement shall be for the period of January 21, 2016 through December 31, 2016.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF DAYTON

Summit Square Rehab LLC.

City Manager

Tom Clark, Owner

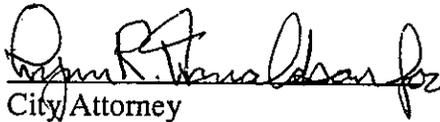
Contact: Angie Fien
Phone: (937) 262-9292
Fax: (937) 262-8210

Federal I.D. Number: 26-123185

APPROVED BY:

Director and Chief of Police

**APPROVED AS TO FORM AND
CORRECTNESS:**



City Attorney

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

_____, 2016

Min. Bk. _____ Pg. _____

Clerk of the Commission

Exhibit A

1. Scope of Services/Event Information

- A. To supply security up to 160 hours per month to apartment complex located at 616 Summit Square Drive, Dayton, Ohio 45417.

2. Payment/Cost/Method of Payment

A. PAYMENT

Contractor shall pay \$61.72 per hour for each police officer; \$71.58 per hour for each police sergeant; and \$83.01 per hour for each police lieutenant and \$1.20 per hour additional for night differential when applicable.

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

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

B. DEPOSIT: \$9,406.40 (on account)

C. ESTIMATED REVENUE: \$49,355.00 Not To Exceed

D. METHOD OF PAYMENT: Invoiced Monthly

3. Contractor's Authorized Representative

NAME: Angie Fien

ADDRESS: 616 Summit Square Drive
Dayton, Ohio 45417

EMAIL: summitsquareMgr@elmingtonpm.com

PHONE: 937-262-9292

4. Officer Assigned to Event, Rank: 2 Officers

6.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 27, 2016

FROM: Department of Economic Development
Department/Division

Code 16300-2600-1221-41

(CHECK ONE)

Fund Title Development Fund

Amount \$ 40,000 (through 7-31-2021)

- Purchase Order
- Lease Agreement
- Price Agreement
- Estimate of Cost
- Award of Contract
- Payment of Voucher
- Other Development Agreement

Supplier/Vendor/Company/Individual:
 NAME Westwood Fabrication & Sheet Metal, Inc.
 ADDRESS 5871 Wolf Creek Pike
 Trotwood, Ohio 45426

Justification and description of purchase, contract or payment:

The Department of Economic Development is requesting authority to enter into a Development Agreement with Westwood Fabrication & Sheet Metal, Inc. ("Westwood") to help them relocate their business into Dayton by acquiring a new facility. Westwood will invest at least \$723,500 to purchase, renovate, and equip the building located at 1752 Stanley Avenue. They plan to have the building occupied by July 1, 2016.

The project will relocate 26 existing jobs with an average salary of \$34,000 and help create 15 new jobs over the next three years. In addition to financing from KeyBank, they were approved for a regional 166 loan by the Ohio Controlling Board. This Agreement allows the City to provide \$40,000 of grant funding to assist with their anticipated expenses. The incentive is necessary to help fill an equity gap and enable the company to grow.

Westwood has nearly 30 years of experience in the custom fabrications industry, making them a leader in the manufacturing of custom engineered sheet metal and the fabricated parts industry. They specialize in manufacturing and modifying electrical enclosures, panels and boxes, and machinery guarding.

The Department of Law has reviewed and approved this Agreement as to form and correctness. The Agreement will commence upon execution and expire on July 31, 2021. The Agreement includes a "clawback" provision in case the project is not completed, or the payroll growth is not achieved. Westwood will work with the Montgomery County Job Center to facilitate the hiring of the new employees.

A Certificate of Funds for \$40,000 and a map are attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division
 Paul P. Weber
 Department
 City Manager

DEVELOPMENT AGREEMENT
Westwood Fabrication & Sheet Metal, Inc.

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between Westwood Fabrication & Sheet Metal, Inc., a business domiciled at 5871 Wolf Creek Pike, Trotwood, Ohio 45426 ("Company"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City").

WITNESSETH THAT:

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses; and,

WHEREAS, Company pledges to create and retain full-time permanent employment positions in the City of Dayton; and,

WHEREAS, City finds it beneficial and in its best interests to provide support to Company for the Project under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Development Grant. A forgivable loan provided hereunder by the City of Dayton to assist Company in the retention and creation of jobs in the City of Dayton.

Eligible Project Costs. The expenses actually incurred by Company to build out space or renovate common areas at the Project site in Dayton.

Employment Commitment. The number of full-time equivalent employees, both retained and new, Company promises as a material condition of this Agreement.

Facility. 1752 Stanley Avenue, Dayton, Ohio 45404

Full-time Employee. An employee working an average of at least thirty-five (35) hours per week/annually. This does not include part-time or contract employees.

New Job. Any full-time equivalent position not yet in existence at the time of this Agreement that will be created and filled by Company.

Retained Job. Any full-time equivalent position already in existence at the time of this Agreement that is currently funded by Company (one that could be lost if the project does not go forward).

ARTICLE 2. PROJECT.

Company will purchase and renovate the Facility located at 1752 Stanley Avenue, and relocate their existing operations to the City of Dayton ("Project"). The renovation of the Facility will include, but is not limited to, painting, electrical improvements, lighting improvements, parking lot improvements, and

equipment installation. The total estimated cost of the Project is expected to be approximately Seven Hundred Twenty-Three Thousand Five Hundred Dollars and Zero Cents (\$723,500.00).

Company shall complete the Project on or before December 31, 2016, unless such completion date is extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable prevailing wage laws and all building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City will provide Company a Development Grant not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) in connection with the Project. Company shall use the Development Grant to pay for Eligible Project Costs for renovation of the manufacturing space and/or parking facilities. Company is solely responsible for all Project costs in excess of the funding provided by City hereunder. Company shall comply with and pay, if applicable, state and local prevailing wage rates.

Company must invoice City for reimbursement of Eligible Project Costs. The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and contain such records, information, and/or documentation reasonably requested by the City to substantiate the invoice amount. Company shall also provide evidence of payment of such costs. Appropriate City inspection personnel will verify all purchases and site work submitted for reimbursement. Unless disputed in good faith, City will disburse payment to Company within thirty (30) days from receipt of the invoice.

ARTICLE 4. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT.

- A. Company has zero (0) full-time employees in the City of Dayton. Pursuant to this project and as additional consideration for City's execution of this Agreement, Company shall:
- (1) Relocate twenty-six (26) full-time employees to the City of Dayton with an annual payroll of no less than Eight Hundred Eighty-Three Thousand Dollars and Zero Cents (\$883,000.00) and retain those employees throughout the term of this Agreement; and
 - (2) Create additional fifteen (15) full-time employment positions in the City of Dayton for a total payroll of One Million Four Hundred Seventy-Nine Thousand Dollars and Zero Cents (\$1,479,000.00) by the end of year three of this Agreement and retain the new positions throughout the term of this Agreement.
- B. Wage Withholding Taxes Due to City. The parties acknowledge and understand that Company's commitment to create and retain jobs in the City of Dayton, as specified above, is the consideration upon which this Agreement is based. Company therefore agrees that by establishing and maintaining the employment figures as projected, Company shall pay annual minimum income taxes (based on the current 2.25% applicable tax rate) to City from Company's employee wages subject to withholding in the amounts stated below ("Annual Committed Employee Wage Withholding Taxes") each year.

Year of Agreement	Committed Employee Wages (W-2s)	Annual Committed Employee Wage Withholding Taxes**
2016	\$441,500.00*	\$9,934.00
2017	\$1,121,500.00	\$25,234.00
2018	\$1,479,000.00	\$33,278.00
2019	\$1,509,000.00	\$33,953.00
2020	\$1,539,000.00	\$34,628.00

* Assuming full occupancy is achieved by July 1, 2016.

** The Annual Committed Employee Wage Withholding Taxes to be Paid are subject to and shall be adjusted for changes in the City's Income Tax rate.

For any year after the Development Grant is distributed in which the annual Committed Employee Wage Withholding Taxes paid to City by Company falls below the amount committed for the corresponding year, Company shall pay such deficiency to City by March 1st of the following year ("Deficiency Payments"). In any event, the Company's total accumulated Deficiency Payments during the term of this agreement shall not exceed the total Development Grant provided by the City hereunder.

- C. Credit for Income Tax Withholding. For any given year, Company shall not receive a monetary credit for exceeding the amount of wage withholding taxes paid to City. The wage withholding taxes paid by Company for each year of this Agreement must stand on its own.

ARTICLE 5. SPECIFIC CONDITIONS.

- A. Company shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including prevailing wage laws, and all building, zoning and fire code requirements. Company shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.
- B. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).
- C. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Office of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.
- D. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records.
- E. Company agrees to supply additional information upon reasonable request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 6. TERM AND TERMINATION.

- A. This Agreement shall commence upon execution by City and it shall remain in effect until July 31, 2021, unless extended to a later date by amendment or earlier terminated.
- B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
 - 1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
 - 2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
 - 3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
 - 4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
 - 5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

In the event of termination subsequent to Project completion, Company shall repay to City within thirty (30) business days from the effective date of termination the lesser of: the amount of the Development Grant provided hereunder or an amount equal to all Withholding Taxes not yet paid by the Company provided hereunder according to the schedule set forth in Article 4 Section B. above and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

Company shall retain the right to relocate from the Facility to another location within the City of Dayton during the term of this Agreement and any such relocation shall not be considered a termination or breach of this Agreement or cause for termination.

ARTICLE 7. INDEMNIFICATION.

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

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 9. POLITICAL CONTRIBUTIONS.

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

ARTICLE 10. RECORDS AND RETENTION.

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

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

ARTICLE 11. TAX REPRESENTATION.

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

ARTICLE 12. GENERAL PROVISIONS.

- A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: City of Dayton
 Dept. of Economic Development
 101 W. Third Street
 Dayton, OH 45402

For Company: Larry Highlander, President
 Westwood Fabrication & Sheet Metal, Inc.
 5871 Wolf Creek Pike
 Trotwood, Ohio 45426

- H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this

Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

WESTWOOD FABRICATION & SHEET METAL, INC.

By: _____

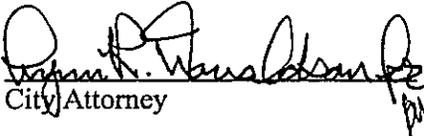
Its: _____

CITY OF DAYTON, OHIO

City Manager

Date

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

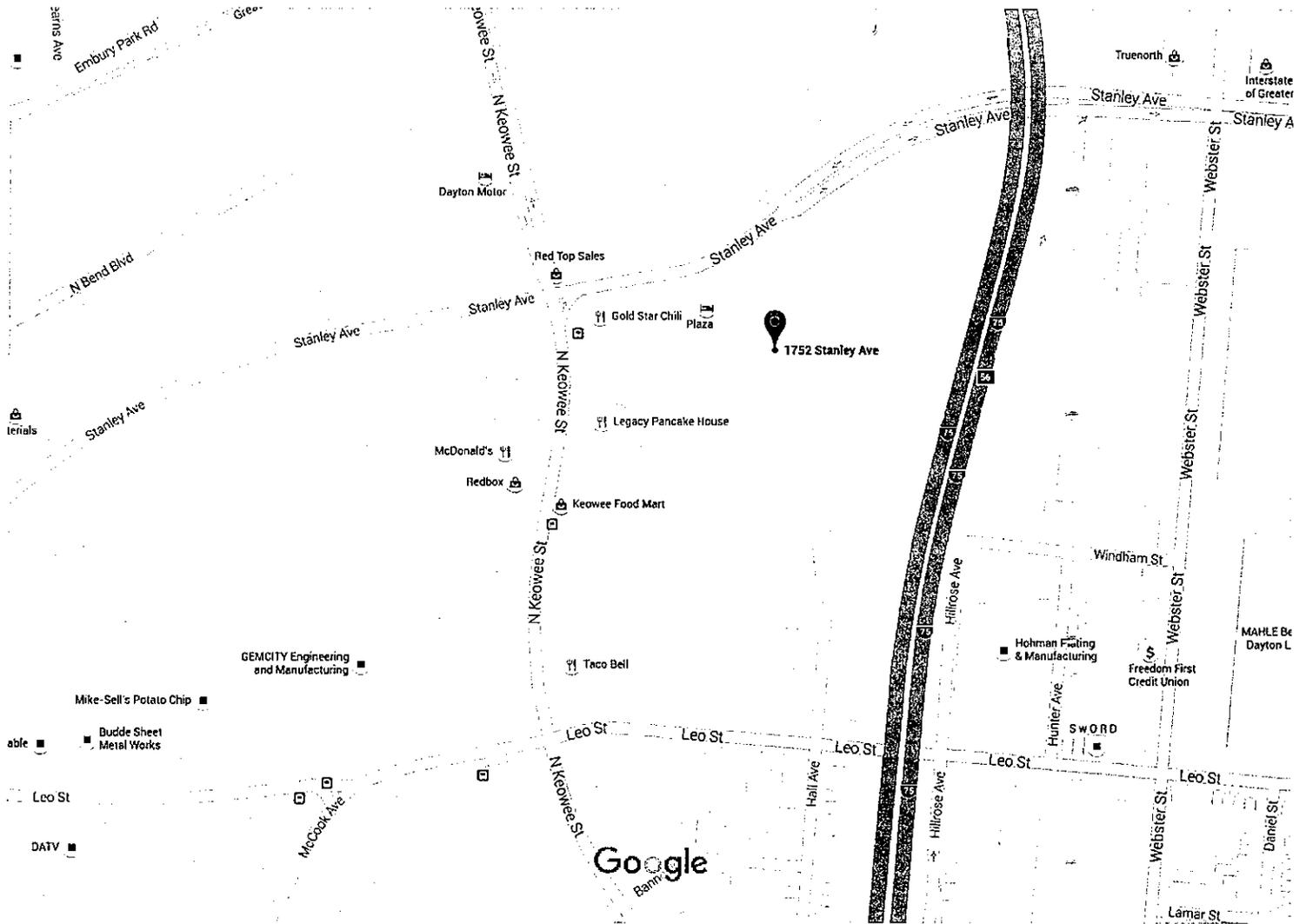
**APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:**

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

Google Maps 1752 Stanley Ave



Map data ©2016 Google 200 ft



MEMORANDUM

December 2, 2015

TO: Shelley Dickstein, Interim City Manager

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

SUBJECT: Development Fund Allocation Committee Recommendation

On November 25, 2015, the Development Fund Allocation Committee reviewed and approved the following project for funding via a virtual vote:

Westwood Fabrication and Sheet Metal **\$40,000**

The proposed project will enable the company to relocate to a larger facility closer to their customers, and renovate the building – the new location is at 1752 Stanley Avenue, Dayton, Ohio 45404. The project is estimated to include \$485,000 for the property acquisition, \$120,000 for renovations, and \$108,000 for relocation and closing expenses for a total capital expenditure of \$713,000. The Development Fund request is \$40,000. The company expects to relocate 26 jobs into Dayton and create 11 in the next 3 years.

Recommendation – Fund \$40,000 toward the project based on: (1) the job relocation of 26 jobs; (2) the creation of 11 new jobs; and (3) the Development Fund allocation represents 5.6% of the \$713,000 total project cost.

Unless you indicate otherwise, the Department of Economic Development will proceed with the necessary documentation for City Commission action. Please let me know if you require any additional information.

c: Mr. Earley
Mr. Parlette

By MR. Mims.....

No. 31470-16.....

AN ORDINANCE

Authorizing the Submission, Acceptance, Acquisition and Purchase of Sixty-Six Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program ("REAP"), and Declaring an Emergency.

WHEREAS, The City of Dayton ("City") has adopted and implemented procedures under Chapter 5722 of the Ohio Revised Code to facilitate the reutilization of nonproductive lands situated within the City; and

WHEREAS, The City and Montgomery County have jointly established the REAP to facilitate redevelopment within the City through the tax foreclosure process; and

WHEREAS, The City requested that the Montgomery County Treasurer's Office enter certain real estate into REAP; and

WHEREAS, In accordance with Section 5722.03 of the Ohio Revised Code, the County may now sell this real estate directly to the City for the fair market value, which has been determined to be the cost of the County's foreclosure; and

WHEREAS, This real estate is wanted for desirable redevelopment; and

WHEREAS, It is found to be in the best interest of the City to acquire the real estate described below, and subsequently transfer the real estate to appropriate individuals or organizations for redevelopment; and

WHEREAS, In order to comply with the terms of purchase for said real estate, and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That the Department of Planning and Community Development shall request that the Montgomery County Treasurer enter the property listed below into REAP.

Section 2. That the City Manager or the designee is authorized to accept Sheriff's Deeds from Montgomery County conveying the following described real estate to the City, free and clear of all liens and encumbrances:

	Index #	Key Parcel ID	Parcel Address
1.	909	R72 15913 0004	2406 England Ave
2.	1217	R72 11302 0007	901 Sunnyview Ave
3.	1852	R72 13201 0050	308 Lookout Ave
4.	1853	R72 12112 0275	1424 Shaftesbury Rd
5.	1854	R72 05003 0006	1122 Valley St
6.	1855	R72 11809 0045	1302 Cornell Dr

7.	1856	R72 12703 0026	3511 W Second St
8.	1857	R72 07802 0004	625 Cambridge Ave
9.	1858	R72 12307 0019	865 Clarkson Ave
10.	1859	R72 03305 0045	23 Kratochwill St
11.	1860	R72 01309 0083,19-18	1808-1820 E Fifth St
12.	1861	R72 01808 0012	42-48 Pulaski St
13.	1862	R72 07403 0010	927 Broadway St
14.	1863	R72 06907 0029	969 Manhattan Ave
15.	1864	R72 02409 0056	711 St Joseph Ave
16.	1865	R72 12402 0038	732 N Upland Ave
17.	1867	R72 15404 0052	1619 Suman Ave
18.	1868	R72 12908 0032	4519 Dayview Ave
19.	1869	R72 06103 0025	314 Ernst Ave
20.	1870	R72 12603 0019	316 Westwood Ave
21.	1871	R72 12102 0027	1010 Shakespeare Ave
22.	1872	R72 15209 0058	1642 Gondert Ave
23.	1873	R72 06209 0047	22-24 Laura Ave
24.	1874	R72 11203 0040	2331 Alpine Way
25.	1875	R72 11901 0027	1628 Philadelphia Dr
26.	1876	R72 07307 0020	724 Salem Ave
27.	1877	R72 01808 0005	34 Pulaski St
28.	1878	R72 05301 0069	118 Grove Ave
29.	1879	R72 05210 0054	177 Notre Dame Ave
30.	1880	R72 05208 0043	62-64 Baltimore St
31.	1881	R72 05307 0086	1535 Chapel St
32.	1882	R72 15810 0020	4127 Middlehurst Ln
33.	1883	R72 06310 0061	97-99 Fernwood Ave
34.	1884	R72 07003 0018	228 Marathon Ave
35.	1885	R72 13404 0056	951 Haller Ave
36.	1887	R72 05204 0159	1330 Lamar St
37.	1888	R72 10608 0039	237 Smith St
38.	1889	R72 10608 0030	273 Smith St
39.	1890	R72 04409 0090	239 S Hedges Ave
40.	1891	R72 04810 0188	253 N Garland Ave
41.	1892	R72 04801 0013	232 S Hedges Ave
42.	1893	R72 07103 0015	25 W Parkwood Dr
43.	1894	R72 07011 0059,60	410 Delaware Ave
44.	1895	R72 07011 0061	400 Delaware Ave
45.	1896	R72 04410 0006	260 Burkhardt Ave
46.	1897	R72 06109 0009	1942-1948 N Main St
47.	1898	R72 10607 0121	432 Harriet St
48.	1899	R72 06906 0004	978 Manhattan Ave
49.	1901	R72 08701 0001	1344 W Third St
50.	1902	R72 08701 0006	S Third & Conover St
51.	1903	R72 08701 0002,3,13	Third St Properties
52.	1909	R72 02203 0045	2229 E Fifth St
53.	1910	R72 06210 0094	2520 Theodore Ave

54.	1911	R72 07005 0004	152 Santa Clara
55.	1912	R72 05208 0049	1815 Warner Ave
56.	1913	R72 07405 0008	400 Salem Ave
57.	1914	R72 12606 0028	439 Burleigh Ave
58.	1915	R72 12606 0026	433 Burleigh Ave
59.	1916	R72 12606 0035	438 Burleigh Ave
60.	1917	R72 12009 0016	1811 Rutland Dr
61.	1918	R72 07201 0023	1052 Cumberland Ave
62.	1919	R72 10403B0089	1464 Tampa Ave
63.	1920	R72 07011 0029	505-507 Delaware Ave
64.	1921	R72 11707 0007	1926 Catalpa Dr
65.	1922	R72 12113 0057	1341 Shaftesbury Rd
66.	1923	R72 11910 0022	1621-1627 Harold Dr

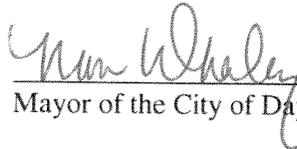
Section 3. That the sum of money set forth below be paid to Montgomery County for said real estate upon the terms and conditions set forth in this ordinance on file in the office of the Clerk of Commission, and said sum of money is hereby appropriated to be paid out of the following account:

Housing-NRP (Neighborhood Revitalization Program) Account
41741-2390-1159-31
ONE HUNDRED THIRTY TWO THOUSAND DOLLARS AND ZERO CENTS
(\$132,000.00)

Section 4. That the City Manager or the designee is authorized to convey the above properties without further Commission action.

Section 5. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission January 27, 2016
Signed by the Mayor January 27, 2016



Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney

BY MR. Shaw

NO. 6161-16

A RESOLUTION

Authorizing the City Manager to Accept Funding From the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not to Exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) for the Angstrom Materials, Inc. Project, on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") established the Montgomery County Economic Development/Government Equity Program ("ED/GE") to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, Evidence of such cooperation has been demonstrated by the approval and formal execution of an agreement with the Board by each participating jurisdiction in Montgomery County; and,

WHEREAS, By Resolution No.15-1702, passed by the Board of County Commissioners on December 10, 2015, the City of Dayton was awarded an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) in ED/GE funding for the Angstrom Materials, Inc. project identified in the City's ED/GE Fall 2015 funding cycle application; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the project for which ED/GE funding has been awarded, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio under the Montgomery County Economic Development/Government Equity Program ("ED/GE") for the following project(s) and in the following amount:

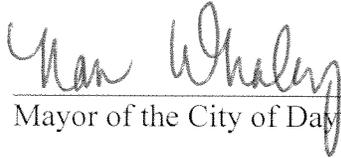
APPROVED PROJECTS/FUNDING FROM FALL 2015 FUND

Angstrom Materials, Inc. Project \$40,000.00

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 its adoption.

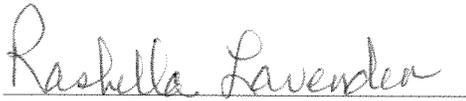
ADOPTED BY THE COMMISSION January 27 2016

SIGNED BY THE MAYOR January 27, 2016



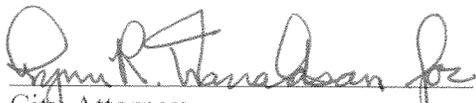
Mayor of the City of Dayton, Ohio

ATTEST:



Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

2015-2016
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, in October of 1989, O.R.C. Section 307.07 became effective, and granted the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situate within the boundaries of Montgomery County, Ohio, known as the ANGSTRON MATERIALS Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on December 10, 2015, by Resolution #15-1702, the Board awarded the THE CITY OF DAYTON an amount not to exceed \$40,000, or 3.9% of total project cost, from the 2015 Primary Economic Development Fund, to provide funding support for the ANGSTRON MATERIALS Project.

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

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of Forty Thousand Dollars (\$40,000) or three and nine tenths percent (3.9%) of total project cost, whichever is less, of the Board's 2015 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment.

The Board will, within thirty (30) calendar days of the receipt of such a statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its

representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of

_____, 20__.

Signed and acknowledged
in the presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

Witness

By: _____

Witness

By: _____

Witness

By: _____

OR

Witness

By: _____

Joseph P. Tuss
County Administrator

AND

Witness

By: _____

Erik S. Collins, Director
Community & Economic Development

AND

Witness

Name of Jurisdiction

Address

City State Zip

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS
[Signature]
CITY ATTORNEY

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

BY: _____

Assistant Prosecuting Attorney

DATE: _____

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EXHIBIT A
Work Program

Jurisdiction: THE CITY OF DAYTON

Project: ANGSTRON MATERIALS

The project will include the acquisition and improvements to 1235 McCook Avenue in order to expand production.

<u>TASK</u>	<u>BEGINNING DATE</u>	<u>COMPLETION DATE</u>
Acquisition and build-out	March 2016	August 2016
Equipment Installation	August 2016	December 2016

EXHIBIT B
Budget

Jurisdiction: **THE CITY OF DAYTON**

Project: **ANGSTRON MATERIALS**

SOURCES	
Private Equity	960,000
ED/GE	40,000
Local Government	25,000
TOTAL	1,025,000

USES	
Acquisition and construction*	435,000
Equipment	420,000
Fixtures	170,000
TOTAL	1,025,000

*denotes ED/GE expense

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only \$40,000, or 3.9% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.



MEMORANDUM

January 5, 2016

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

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

SUBJECT: ED/GE Fall 2015 Award – Angstrom Materials, Inc.

This memorandum will accompany and explain the attached legislation for consideration by the Dayton City Commission. On October 30, 2015, the Department of Economic Development made application to the Montgomery County ED/GE Fall 2015 program for funding of the Angstrom Materials, Inc. (AMI) Project. The committee awarded funding of \$40,000 to the project on December 10, 2015. The legislation will authorize the City to accept the funding.

AMI will invest \$1,025,000 to acquire, renovate, and equip the building located at 1235 McCook Avenue in order to expand their capacity for their anticipated growth. As a result, the company will retain eleven (11) full-time positions and add fifteen (15) new full-time jobs within three years.

We are requesting that this resolution be passed as an **emergency with one reading at two separate meetings**. The Development Agreement with the company will be presented to the City Commission for approval at a later date, once the ED/GE funds are in place.

Thank you for your attention to this matter. If you have any questions or desire additional information, please call Keith Klein of my staff at x3812.

FW/kek

C: Keith Klein

BY MS. Whaley

NO. 6162-16

A RESOLUTION

Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, In An Amount Not To Exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) For the Rostam Direct Project, on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") established the Montgomery County Economic Development/Government Equity Program ("ED/GE") to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, Evidence of such cooperation has been demonstrated by the approval and formal execution of an agreement with the Board by each participating jurisdiction in Montgomery County; and,

WHEREAS, By Resolution #15-1702, passed by the Board of County Commissioners on December 10, 2015, the City of Dayton was awarded an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in ED/GE funding for the Rostam Direct Project; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the project for which ED/GE funding has been awarded, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary, including the Montgomery County Economic Development/Government Equity Program Project Agreement, attached hereto as Exhibit A, to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio under the Montgomery County ED/GE Program for the following project(s) and in the following amount:

APPROVED PROJECTS/FUNDING FROM FALL 2015 FUND

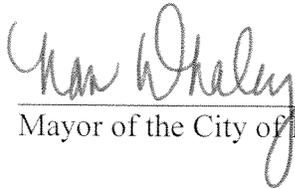
Rostam Direct Project

\$100,000

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 its adoption.

ADOPTED BY THE COMMISSION JAN. 27....., 2016

SIGNED BY THE MAYOR JANUARY 27....., 2016



Mayor of the City of Dayton, Ohio

ATTEST:



Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

Exhibit A

2015-2016
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, in October of 1989, O.R.C. Section 307.07 became effective, and granted the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situate within the boundaries of Montgomery County, Ohio, known as the ROSTAM DIRECT Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on December 10, 2015, by Resolution #15-1702, the Board awarded the THE CITY OF DAYTON an amount not to exceed \$100,000, or 8.3% of total project cost, from the 2015 Primary Economic Development Fund, to provide funding support for the ROSTAM DIRECT Project.

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

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of One Hundred Thousand Dollars (\$100,000) or eight and three tenths percent (8.3%) of total project cost, whichever is less, of the Board's 2015 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment.

The Board will, within thirty (30) calendar days of the receipt of such a statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its

representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of

_____, 20__.

Signed and acknowledged
in the presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

Witness

By: _____

Witness

By: _____

Witness

By: _____

OR

Witness

By: _____

Joseph P. Tuss
County Administrator

AND

Witness

By: _____

Erik S. Collins, Director
Community & Economic Development

AND

Witness

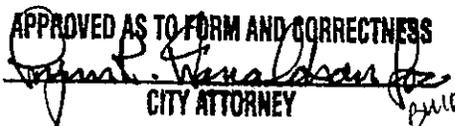
Name of Jurisdiction

Address

City State Zip

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
BY: _____
Assistant Prosecuting Attorney
DATE: _____

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**EXHIBIT A
Work Program**

Jurisdiction: THE CITY OF DAYTON

Project: ROSTAM DIRECT

This project will create an opportunity that enable the business to move into Montgomery County and lease 350,000 square feet at the Dayton International Airport.

<u>TASK</u>	<u>BEGINNING DATE</u>	<u>COMPLETION DATE</u>
Finalize Lease Agreement	December 2015	December 2015
Install Fulfillment Lines	1 st quarter 2016	3 rd quarter 2016
Relocate equipment/inventory	2 nd quarter 2016	3 rd quarter 2016
Fully operational	3 rd quarter 2016	3 rd quarter 2016

EXHIBIT B
Budget

Jurisdiction: **THE CITY OF DAYTON**

Project: **ROSTAM DIRECT**

SOURCES	
Private Equity	1,059,500
ED/GE	100,000
Local Government	50,000
TOTAL	1,209,500

USES	
Equipment Relocation	50,000
Inventory Relocation	150,000
New Equipment	900,000
Recruitment	25,000
Training	84,500
TOTAL	1,209,500

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only \$100,000, or 8.3% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.



MEMORANDUM

January 5, 2016

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

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

SUBJECT: ED/GE Fall 2015 Award

On October 30, 2015, the Department of Economic Development made application to the Montgomery County ED/GE Fall 2015 program for funding of the Rostam Direct Project. The committee awarded funding of \$100,000 to the project on December 10, 2015. The company will lease an approximately 350,000 square feet facility to establish their business operations at the Dayton International Airport. The project will consist of relocation expenses, purchase of new equipment and employee recruitment and training. The project will create approximately 54 new jobs within three years.

We are requesting that this resolution be passed as an **emergency with one reading at two separate meetings**.

Paperwork to complete this process will be forthcoming. If you have any questions or desire additional information, please call Lila Ivanovska at x3624.

BY MR. Williams.....

NO. 6163-16.....

A RESOLUTION

Authorizing the City Manager to Accept Funding From the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not to Exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for the Hohman Plating Project, on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") established the Montgomery County Economic Development/Government Equity Program ("ED/GE") to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, Evidence of such cooperation has been demonstrated by the approval and formal execution of an agreement with the Board by each participating jurisdiction in Montgomery County; and,

WHEREAS, By Resolution No. 15-1702, passed by the Board of County Commissioners on December 10, 2015, the City of Dayton was awarded an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in ED/GE funding for the Hohman Plating project identified in the City's ED/GE Fall 2015 funding cycle application; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the projects for which ED/GE funding has been awarded, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio under the Montgomery County Economic Development/Government Equity Program ("ED/GE") for the following project(s) and in the following amount:

APPROVED PROJECTS/FUNDING FROM FALL 2015 FUND

Hohman Plating, Inc. Project \$25,000.00

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 its adoption.

ADOPTED BY THE COMMISSION Jan. 27....., 2016

SIGNED BY THE MAYOR January 27....., 2016

Norm Whaley
Mayor of the City of Dayton, Ohio

ATTEST:

Rashella Lavender
Clerk of the Commission

APPROVED AS TO FORM:

Dyann R. Donaldson Jr.
City Attorney

2015-2016
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, in October of 1989, O.R.C. Section 307.07 became effective, and granted the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situate within the boundaries of Montgomery County, Ohio, known as the HOHMAN PLATING Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on December 10, 2015, by Resolution #15-1702, the Board awarded the THE CITY OF DAYTON an amount not to exceed \$25,000, or 0.8% of total project cost, from the 2015 Primary Economic Development Fund, to provide funding support for the HOHMAN PLATING Project.

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

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of Twenty-Five Thousand Dollars (\$25,000) or eight tenths of a percent (0.8%) of total project cost, whichever is less, of the Board's 2015 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment.

The Board will, within thirty (30) calendar days of the receipt of such a statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its

representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

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

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

Signed and acknowledged
in the presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

Witness

By: _____

Witness

By: _____

Witness

By: _____

OR

Witness

By: _____

Joseph P. Tuss
County Administrator

AND

Witness

By: _____

Erik S. Collins, Director
Community & Economic Development

AND

Witness

Name of Jurisdiction

Address

City State Zip

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS
[Signature]
CITY ATTORNEY

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
BY: _____
Assistant Prosecuting Attorney
DATE: _____

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT A
Work Program

Jurisdiction: THE CITY OF DAYTON

Project: HOHMAN PLATING

The project will include the assist the business with upgrades to the manufacturing area that will allow the business to add new machinery/equipment. In addition to site improvements, the business will be installing new furniture/fixtures and manufacturing equipment.

<u>TASK</u>	<u>BEGINNING DATE</u>	<u>COMPLETION DATE</u>
Building Construction	March 2016	August 2016
Equipment Installation	August 2016	December 2016

**EXHIBIT B
Budget**

Jurisdiction: **THE CITY OF DAYTON**

Project: **HOHMAN PLATING**

SOURCES	
Private Equity	2,900,000
ED/GE	25,000
Local Government	25,000
TOTAL	2,950,000

USES	
Site development*	1,100,000
Equipment	1,500,000
Fixtures	350,000
TOTAL	2,950,000

*denotes ED/GE expense

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only \$25,000, or 0.8% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.



MEMORANDUM

January 5, 2016

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

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

SUBJECT: ED/GE Fall 2015 Award – Hohman Plating

This memorandum will accompany and explain the attached legislation for consideration by the Dayton City Commission. On October 30, 2015, the Department of Economic Development made application to the Montgomery County ED/GE Fall 2015 program for funding of the Hohman Plating Project. The committee awarded funding of \$25,000 to the project on December 10, 2015. The legislation will authorize the City to accept the funding.

Hohman Plating will invest \$2,950,000 to renovate their existing facility and add new plating equipment in order to expand their capacity for growth. As a result, the company will retain one hundred forty-six (146) full-time positions and add nine (9) new full-time positions within three years.

We are requesting that this resolution be passed as an **emergency with one reading at two separate meetings**. The Development Agreement with the company will be presented to the City Commission for approval at a later date, once the ED/GE funds are in place.

Thank you for your attention to this matter. If you have any questions or desire additional information, please call Keith Klein of my staff at x3812.

FW/kek

C: Keith Klein

17# Reading III.

By.....

No. 6165-16.....

A RESOLUTION

Establishing the Community Police Council

WHEREAS, The need for a Community Police Council (CPC) was realized in 2011 after a high profile incident brought to light historical tensions between the community and police; and

WHEREAS, The CPC serves the Dayton community by promoting mutual responsibility for public safety and by addressing the concerns of all residents; and

WHEREAS, The goals of the CPC are to strengthen relations with police, youth and citizens at large to foster trust, fairness and respect; increase community engagement to reduce and prevent crime and incivility; strengthen mutual accountability for safety; and establish and refine responses and protocols to events that divide community and police; and

WHEREAS, This Commission agrees that it is in the best interest of the City to establish the CPC; now, therefore,

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

Section 1. Community Police Council. This Commission hereby formalizes a Community Police Council ("Council") under the auspices of the Human Relations Council.

Section 2. Purpose and Responsibilities of the Community Police Council.

- a. Create opportunities for residents and youth to engage with police and speak-out about safety in their neighborhoods.
- b. Listen to individuals, social groups and organizations speak frankly about their relations with police.
- c. Build trust through clear and accurate communication.
- d. Respond swiftly to events dividing police from individuals, neighborhoods and the community.
- e. Coordinate activities city-wide to strengthen community-police relations.
- f. Increase community involvement in reducing and preventing crime and incivility by promoting mutual responsibility and accountability throughout the Dayton community for public safety.
- g. Educate community members on the citizen's appeals process and encourage

the community to file complaints when they feel they have been victims of police misconduct.

- h. Use community feedback to recommend strategies for improving community police relations.
- i. Review data to identify systemic issues affecting community/police relations and identify potential solutions.
- j. Disseminate annual report to community summarizing data analysis

Section 3. Membership, Appointment and Terms. This Commission shall appoint no fewer than 11 no more than 15 persons to serve up to two 3-year terms as members of the Council.

- a. The current members of the Council will serve staggering terms of no more than three years to balance continuity with new perspective members and identify members to recommend to the Commission to appoint for the remaining open seats of the Council. Thereafter, terms of office for new members will be three years and will end on December 31st of a year or until a successor is appointed. Members may be re-appointed to a second three year term. Members of the Council may not be re-appointed thereto after such second term until after a one-year absence from the Council.
- b. Every effort shall be made to recruit members based on the following:
 - 1. Members shall live or work in the City of Dayton
 - 2. At least one member shall be between the ages of 18 and 24
 - 3. At least one member shall be between the ages of 25 and 35
 - 4. At least one member shall be from each of the following categories:
 - a. Business
 - b. Social Service/Nonprofit
 - c. Education
 - d. Faith Based
 - e. Government/Law Enforcement
 - f. Community
 - g. Media
 - h. Entertainment
- c. All members of the Council shall possess a high level of interest in improving the relationship between the community and police.
- d. A representative from the City Commission Office shall be an ex-officio member of the Council.
- e. The Executive Director of the Human Relations Council shall be an ex-officio member of the Council.
- f. The City Manager or his or her designee shall be an ex-officio

member of the Council.

- g. The Chief of Police and two additional representatives of the Dayton Police Department, preferably one being the head of Internal Affairs, shall be ex-officio members of the Council.

Section 4. Officers. This Commission shall designate one member of the Council to serve as Chairperson and one member of the Council to serve as Vice Chairperson for a term of two consecutive years or until a successor is appointed.

- a. The Chairperson shall preside over and conduct the meetings of the Council. The Chairperson may call special meetings of the Council by giving notice of such meetings to each member delivered at his or her place of residence or by electronic communication.
- b. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

Section 5. Compensation. The members of the Council shall serve without compensation.

Section 6. Vacancy and Removal.

- a. Each member shall attend all meetings however, unexcused absence from more than one-half of the meetings in any one calendar year shall result in termination of membership and removal from the Council.
- b. In the event of the death, disqualification, removal, or resignation of any person as member or officer of the Council, the Commission shall appoint a successor to serve the unexpired term of that member or officer.
- c. This Commission, by majority vote, may remove any member of the Committee at any time without notice.

Section 7. Meetings of the Council. The Council shall meet at such times as the Chairperson of the Council directs, but no less than once per quarter. Members of the Council present at each meeting shall constitute a quorum for the transaction of business.

Adopted by the Commission.....,2016

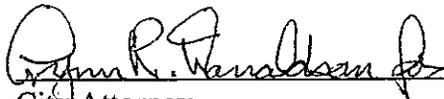
Signed by the Mayor.....,2016

Mayor of the City of Dayton

Attest:

Clerk of Commission

Approved as to form:



City Attorney

By MR. JOSEPH.....

No. 31469-16

AN ORDINANCE

Consenting to the Improvement of Germantown Street within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio, Department of Transportation ("ODOT") has identified the need for a pavement microsurfacing on Germantown Street in the City of Dayton, identified by ODOT as MOT MICRO SFY2017; and,

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

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

Section 1. That the Commission hereby gives consent to the Director of Transportation to perform pavement microsurfacing on Germantown Street, said project being in the public interest and identified by ODOT as MOT MICRO SFY2017 ("Project").

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

- A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
- B. In addition, the City also agrees to assume and bear 100% of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

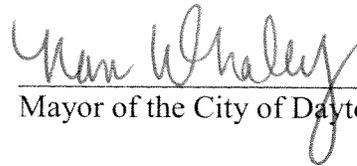
Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation,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

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

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

Passed by the Commission..... JANUARY 27....., 2016

Signed by the Mayor..... JANUARY 27....., 2016



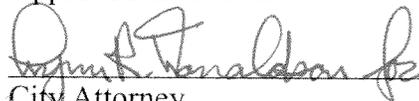
Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney



MEMORANDUM

January 5, 2016

TO: Shelley Dickstein
Interim City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works *SF*

SUBJECT: Germantown Street Microsurfacing
MOT MICRO FY2017, PID No. 101062
Preliminary Legislation

Attached is legislation between the City of Dayton and the Ohio Department of Transportation for a project that allows ODOT to microsurface Germantown Street from Dayton Liberty Road to the West Corporation Limit. The project is funded from ODOT funds and will be performed through ODOT's District 7 Office. Work is expected to begin in the spring of 2017.

Please present the attached Ordinance to the City Commission at its January 20, 2016 meeting. The Department of Law has reviewed and approved the Ordinance as to form, and a copy of ODOT's request for consent legislation is attached.

If you have any questions, please contact me at 3839.

SJF/kgs

Attachments

Cc: Mr. Earley
Mr. Parlette



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 7 • 1001 ST. MARYS AVENUE • SIDNEY, OHIO 45365-0969 • (937) 492-1141
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • RANDY CHEVALLEY, P.E., P.S., DISTRICT DEPUTY DIRECTOR

<http://www.dot.state.oh.us/dist7>

August 18, 2015

Stephen Finke
Assistant Director of Operations – Public Works Department
City of Dayton
101 West Third Street
P.O. Box 22
Dayton, OH 45401-0022

RE: MOT MICRO FY2017, # 101062
Preliminary Legislation – Consent

Dear Mr. Finke:

The Ohio Department of Transportation is proposing to microsurface various routes in Montgomery County to include State Route 4 Straight Line Mile 4.30 to 11.88 more or less, with a portion within the City of Dayton, Montgomery County, Ohio. This project is currently scheduled for Bid Letting in State Fiscal Year 2017.

In completing these forms, please be sure to indicate the Resolution/Ordinance Number in the upper right-hand corner of Page 1. You will note in the Certificate of Copy, Page 3, the designated Contractual Officer's signature must appear in the space provided, as well as on the space in Section VI, Page 2, for "Officer of City". Both should be attested to by a Councilman or the Clerk. If the City has no President of Council, please write the word "SAME" in quotes in that space indicating the Mayor acts as President of Council.

Also, on Page 3 in the "Certificate of Copy", please be sure to complete the Ordinance/Resolution Record Number and Page Number. If the Clerk has a seal, it should be affixed to the "Certificate of Copy". If there is no seal, a letter stating that the City does not have a seal must accompany the executed legislation.

Please note we are asking for no financial participation from the City.

When the legislation has been properly executed and all inked original signatures affixed, please return all three (3) originals to the Sidney address shown above, Attention: Robin Castle, no later than January 18, 2016. Once all copies have been signed by the Director of the Ohio Department of Transportation, one original form will be returned to the City.

Should you have any questions, please feel free to contact Robin Castle at (937) 497-6888. Your cooperation in this matter is greatly appreciated.

Respectfully,

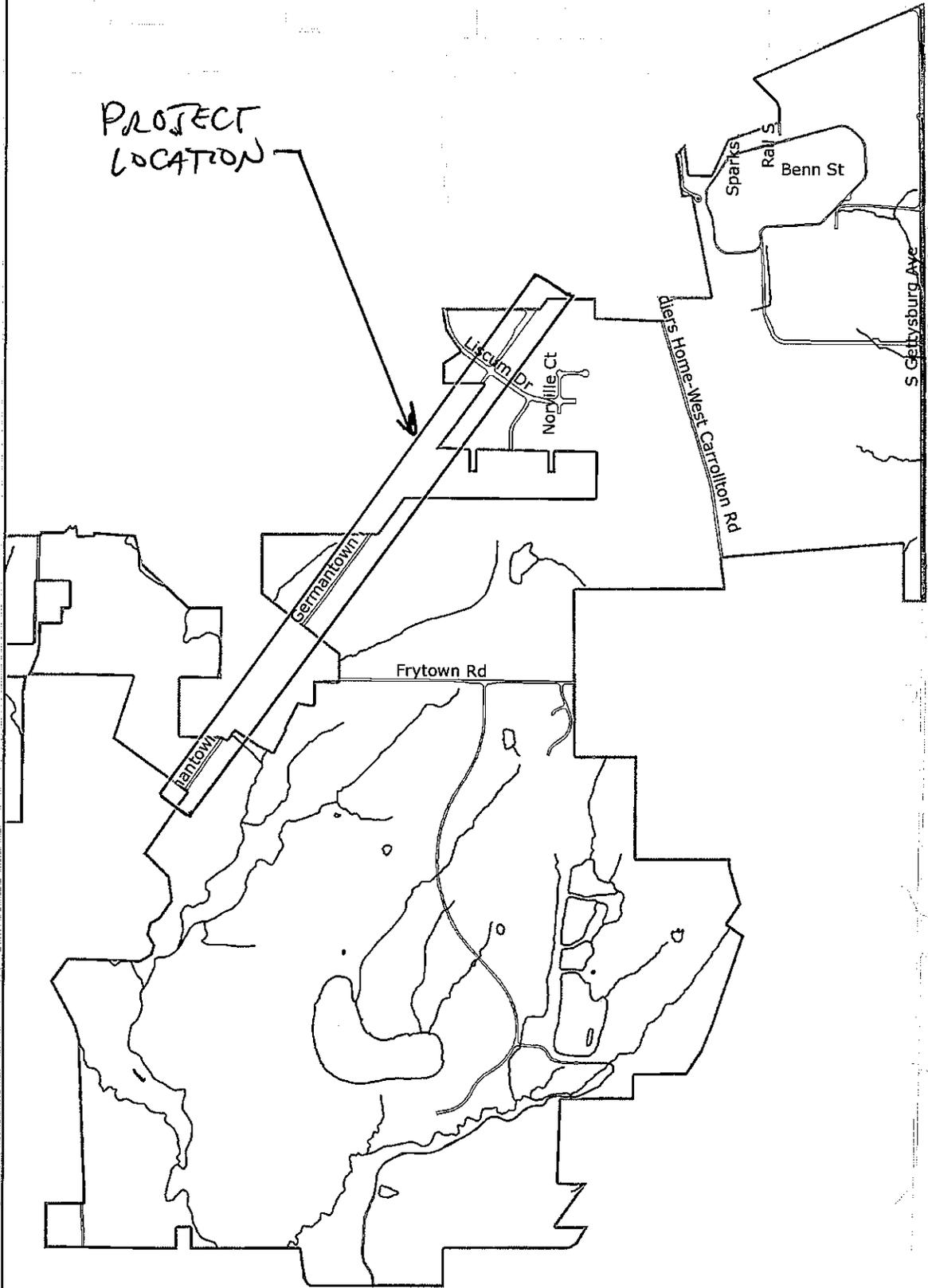
Gary M. Parrill, P.E.
Transportation Planning and Engineering Administrator

GMP: rac
Enclosures (3)

c: file w/att.

**Germantown Meadows
Neighborhood**

PROJECT
LOCATION



BY MR. JOSEPH

NO. 6164-16

A RESOLUTION

Declaring the Intention of the Commission to
Vacate the Alley South of Stout Street from
Catherine Street to South Patterson Boulevard

WHEREAS, The vacation of the alley south of Stout Street from Catherine Street to South Patterson Boulevard as described herein will enable the abutting property owner 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 Commission hereby declares its intention to vacate the alley south of Stout Street from Catherine Street to South Patterson Boulevard being more particularly bounded and described in as follows:

Being all of the 10 foot alley south of Stout Street from the 49.5 foot Catherine Street to South Patterson Boulevard

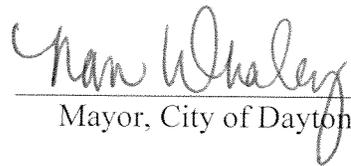
The vacation shall be subject to the following conditions:

- 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. The alley mouths at Catherine Street and South Patterson Boulevard shall be removed and replaced with curb and walk. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. DP&L shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from DP&L 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 and underground facilities.

With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission . . . January 27, 2016

Signed by the Mayor January 27, 2016



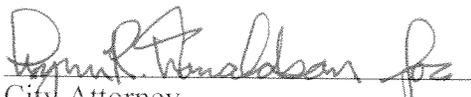
Mayor, City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney



MEMORANDUM

January 6, 2016

TO: Shelley Dickstein
Interim City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works *SF*

SUBJECT: The Vacation of the Alley South of Stout Street from Catherine Street
to South Patterson Boulevard

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. 21109 requesting the vacation was received from Dent Logistics LLC on December 22, 2015. The vacation will enable the abutting property owner to develop this property.

If you have any additional questions, please contact me at 3839.

JRW

Attachments

cc: Mr. Earley
Mr. Parlette
Department of Planning
Department of Law
Clerk of Commission
Secretary / Board of Revision of Assessments

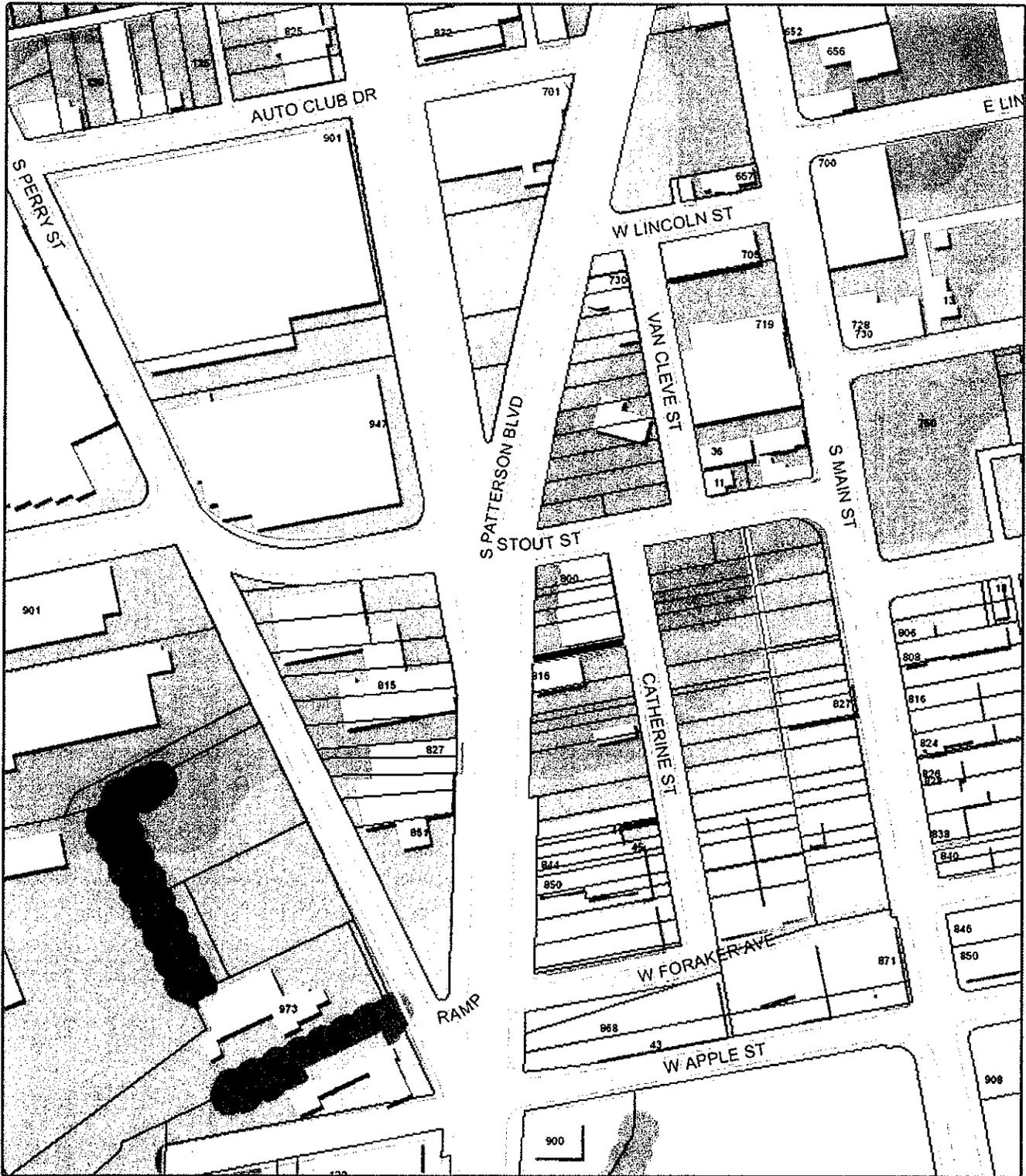
CHECK OF PETITION

**The Alley South of Stout Street from Catherine Street to South Patterson
Boulevard**

Checked 12/30/15 by Joseph Weinel

Total Frontage	154.00	lin. ft.
Frontage signed	154.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Dent Logistics LLC	1756	126.00	17-11-43
	1757	128.00	17-11-44



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 200 feet
1/6/2016



City of Dayton City Plan Board

Decision Memorandum

November 13, 2015

Mr. Eric Soller
1100 Oakwood Avenue
Oakwood, OH 45419

Re: V-007-2015 – Public Way Vacation – The First Alley South of Stout Street from Catherine Street to South Patterson Boulevard

Meeting Date: November 10, 2015

Decision: Established Conditions

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

1. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.
2. DP&L shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from DP&L, these facilities may be relocated or abandoned at the expense of the applicant.
3. The area shall be marked in a manner acceptable to the City Engineer to indicate that it is not public right-of-way.
4. The alley mouths at Catherine Street and South Patterson Boulevard shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the date the vacation receives final approval and to City of Dayton standards.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

Please contact Tony Kroeger at 937-333-3673 or tony.kroeger@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

V-007-2015

