CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **JANUARY 4, 2017**

6:00 P.M.

I. AGENDA SCHEDULE

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. **2017 Purchase Orders:**

<u>FINANCE</u>

A1. Robert Half International (temporary staffing services as needed through 12-31-17) **$60,100.00**

<u>FIRE</u>

B1. Carroll Wuertz Tire Company (tires, tubes and related services as needed through 12-31-17) **80,000.00**

1. **(Cont'd):**

WATER

C1. Albers and Albers (professional legal services as needed through 12-31-17) **$25,000.00**

C2. Frost Brown Todd LLC (professional legal services as needed through 12-31-17) **50,000.00**

C3. Carmeuse Lime & Stone, Inc. (Quick Lime {Calcium Oxide, CaO} as needed through 12-31-17) **30,000.00**

C4. Mosaic Global Sales LLC (Hydrofluosilicic Acid as needed through 12-31-17) **150,000.00**

C5. Duke's Root Control, Inc. (root control treatment chemicals and services as needed through 06-30-17) **80,000.00**

-Depts. of Finance, Fire, and Water.

Total: $475,100.00

2. **Chard Snyder – Contract Modification** – for services related to Consolidated Omnibus Budget Reconciliation Act (COBRA) – Dept. of Human Resources.

$55,800.00
(Thru 2019)

B. Construction Contracts:

3. **Moody's of Dayton, Inc. – Award of Contract** – for New Well Drilling (Rip Rap #4) Rebid Open Market – Dept. of Water/Water Engineering.

$418,000.00
(Thru 01/2019)

IV. LEGISLATION:

Resolution – First Reading:

4. **No. 6233-17** Removing the Linden Center Complex from the Public Commons Master Plan in Accordance with R.C.G.O. 44.19.

Ordinance – Second Reading:

5. **No. 31545-17** Establishing a Fire and Smoke Damper Inspection Program for Buildings Owned and Operated by the City of Dayton.

VI. MISCELLANEOUS:
ORDINANCE NO. 31546-17
RESOLUTION NO. 6234-17
IMPROVEMENT RESOLUTION NO. 3598-17
INFORMAL RESOLUTION NO. 929-17

City Manager's Report

From **5530 - CS/Purchasing**

Date January 04, 2017
Expense Type Purchase Order
Total Amount $475,100.00

Supplier, Vendor, Company, Individual
Name **See Below**
Address **See Below**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

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

Description

FINANCE

(A1) P1700160 – ROBERT HALF INTERNATIONAL, DAYTON, OH

- Temporary staffing services, as needed through 12/31/2017.
- These services are required to facilitate preparation of the City's Comprehensive Annual Financial Report (CAFR), account reconciliations and related financial operations.
- Rates were negotiated with firm pricing to remain at the 2015 rates through 12/31/2017.
- Robert Half International qualifies as a Dayton local entity.
- The Department of Finance recommends approval of this order to ensure quality and continuity of operations.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	10000-5320-1159-64	$45,100.00
2017	Other Professional Services	53000-5330-1159-64	$15,000.00

Signatures/Approval

Division

(acting Director)
Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

BACK

FIRE

(B1) 1700055 – CARROLL WUERTZ TIRE COMPANY, DAYTON, OH

- Tires, tubes and related services, as needed through 12/31/2017.
- These goods and services are required to maintain fire equipment.
- Rates are in accordance with Western State Contracting Alliance (WSCA), contract MA208, with firm pricing through 03/31/2019.
- The Department of Fire recommends acceptance approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	67000-6330-1301-71	$40,000.00
2018	Supplies and Materials	67000-6330-1301-71	$40,000.00

WATER – WATER ADMINISTRATION

(C1) P1700049 – ALBERS AND ALBERS, COLUMBUS, OH

- Professional legal services, as needed through 12/31/2017.
- These services are required to provide legal consultation and representation regarding National Pollutant Discharge and Elimination System (NPDES) permit renewals.
- The law firm of Albers and Albers is recommended based on proven past performance, subject matter expertise and practical experience of its staff in related matters and to ensure continuity of service, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	53000-9970-1159-54	$25,000.00

(C2) P1700158 – FROST BROWN TODD LLC, CINCINNATI, OH

- Professional legal services, as needed through 12/31/2017.
- These services are required to provide legal consultation and representation regarding National Pollutant Discharge and Elimination System (NPDES) permit renewals.
- The law firm of Frost Brown Todd LLC is recommended based on proven past performance, subject matter expertise and practical experience of its staff with legal matters regarding nutrient management and related regulatory appeals processes , therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Legal Services	55000-9970-1152-54	$50,000.00

WATER – WATER SUPPLY AND TREATMENT

(C3) P1700152 – CARMEUSE LIME & STONE, INC., PITTSBURGH, PA

- Quick Lime (Calcium Oxide, CaO), as needed through 12/31/2017.
- This water treatment product is required to replace inventories used in the production of potable water.
- Rates are in accordance with the City's existing price agreement 14004M, with firm pricing through 12/31/2017.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3430-1301-54	$30,000.00

(C4) P1700151 – MOSAIC GLOBAL SALES LLC, LITHIA, FL

- Hydrofluosilicic Acid, as needed through 12/31/2017.
- This Hydrofluosilicic Acid is required to replenish inventories used in the fluoridation of potable water.
- Rates are in accordance with the City's existing price agreement 14004M, with firm pricing through 12/31/2017.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Supplies and Materials	53000-3430-1301-54	$150,000.00

WATER – WATER UTILITY FIELD OPERATIONS

(C5) P1700143 – DUKE'S ROOT CONTROL, INC., SYRACUSE, NY

- Root control treatment chemicals and services, as needed through 06/30/2017.
- These goods and services are required to maintain free flowing sewer lines.
- Rates are in accordance with the City's existing price agreement 13026M, with firm pricing through 06/30/2017.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017	Other Professional Services	55000-3445-1159-54	$80,000.00

The aforementioned departments recommend approval of these orders.

BACK

City Manager's Report

2.

From **5610 - Human Resources**

Date **January 4, 2017**

Expense Type **Contract Modification**

Total Amount **$55,800.00 (thru 2019)**

Supplier, Vendor, Company, Individual

Name **Chard Snyder**

Address **3510 Irwin Simpson Rd**
Mason, OH 45040

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Health Care Self Insurance	63000-5610-1159-62	$55,800.00 (thru 2019)

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

Description

Administration Services for Employee Benefits

The Department of Human Resources requests permission to renew the contract agreement with Chard Snyder in the amount of $18,600.00 per year for services related to COBRA (Consolidated Omnibus Budget Reconciliation Act).

The City of Dayton has been using Chard Snyder for COBRA and other services since 2008. McGohan Brabender, the City of Dayton's broker for health/dental/life insurance, worked with Chard Snyder to agree to a 10% increase for three years of services. The contract includes an additional service fee for open enrollment mailings for employees who have left City employment of $15.00 per packet/employee for approximately 100 employees. This will ensure that the City is compliant with the COBRA rules. With this additional service, our total yearly fee will be $18,600.00.

The term of this contract is for three years from January 1, 2017 to December 31, 2019. A Certificate of Funds is attached for $18,600.00 for 2017.

We are also requesting authority to cover 1/1/18 – 12/31/18 $18,600.00
1/1/19 – 12/31/19 $18,600.00

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-4627

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

_____ New Contract X Renewal Contract _____ Change Orders

Contract Start Date	01/01/17
Expiration Date	12/31/19
Original Commission Approval	$ 55,800.00
Initial Encumbrance	$ 18,600.00
Remaining Commission Approval	$ 37,200.00
Original CT/CF	16-4627
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: $18,600.00 **FOR 2017**

Fund Code 63000 - 5610 - 1159 - 62 - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount:

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Chard Snyder

Vendor Address: 3510 Irwin Simpson Road, Mason, OH 45040
Street City State Zipcode + 4

Federal ID: 31-1239992

Commodity Code: 94842

Purpose: Administrative services for employees and former employees in the administration of COBRA 2017 - 2019.

Contact Person: Sue Greaney x4063 HR 12/19/2016
Department/Division Date

Originating Department Director's Signature: 12/19/16

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 appropirated 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 12-27-16
Date

CF Prepared by 12/20/16 CT17-4627
Date CF/CT Number

SA 12/20/16

CHARDSNYDER™
Benefit Solutions

Notification of Renewal Rates

Employer Name: City of Dayton
Effective Date: 01/01/2017
Plan: COBRA

Thank you for your continued confidence in our administrative services. Below is a summary of your upcoming plan year's renewal rates.

We are dedicated to providing our clients with excellent service at a reasonable and competitive price. The rates listed on this document are a summary of some fees listed in your Administrative Agreement. For complete rate details and additional option fees, please refer to your Administrative Agreement. If there are any discrepancies between this summary and what is stated in the Administrative Agreement, the Administrative Agreement will prevail.

We look forward to providing your employees with excellent service during your upcoming plan year. Please feel free to contact your account manager with any questions you may have.

	Current Pricing	New Pricing
Administration Fee	$0.60 (Minimum: $100.00) (Per Health Plan Eligible Per Month)	$0.70 (Minimum: $100.00) (Per Health Plan Eligible Per Month)

The fees listed on this summary go through the effective date to the expiration date listed on the Administrative Agreement.

THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT
COBRA PLAN

CITY OF DAYTON

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1. Introduction

- **TPA Service Statement**
  Chard, Snyder & Associates, Inc. provides TPA expertise to plan sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

- **Administrative Agreement Description**
  The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, Inc. for the implementation and administration of a COBRA Plan. Request for services must be authorized by execution of this agreement by City of Dayton ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, Inc. ("TPA").

2. TPA Service Package Synopsis

- **Services Offered**
  TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services for each Participant in the order work is received.

- **Services Unavailable**
  TPA will not provide the following services:
  - Legal Services such as Plan drafting and / or Legal Counsel;
  - Services required of the ERISA Plan Administrator as "defined in the Plan";

3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities at least two weeks prior to the commencement of services under this agreement associated with the setup and administration of COBRA:

- Complete roster of all employees who are active participants in covered health plans. This information may be submitted on forms provided by TPA; from computer records which contain the same information requested on forms provided by TPA or by providing copies of all health plan enrollment forms. The TPA relies on the accuracy of the information furnished by the Sponsor or the Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to a billable rate of $50.00 per hour;
- Submit to TPA a completed and signed questionnaire regarding qualified health plans offered by the Plan Sponsor.
- Submit to TPA a completed data sheet (provided by TPA for each of the following: COBRA Participants, Qualifying Beneficiaries who have been notified and are in the election period, and Qualifying Beneficiaries who have not been notified.
- Following commencement of services under this agreement, the Plan Sponsor will notify TPA in writing within 25 working days of the date it has knowledge of the following:
  - Employees who have become eligible for and elected a covered benefit.
  - Qualifying Events (Death of a covered employee; Termination of employment; Reduction of work hours which cause loss of coverage; Divorce or legal separation of a covered employee; A covered employee's entitlement to benefits under title XVIII of the Social Security Act (Medicare); A dependent of a covered employee ceasing to be a dependent; or Changes to covered health plans (including insurers, rates, or benefits).

4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

5. Terms of this Agreement

- **Willful Execution and Termination**
  This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching party will have 30 (thirty) days to correct the breach. If the breaching party does not correct the breach within that time, the non-breaching will have the right to terminate the Agreement. If TPA is the breaching party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

- **Automatic Termination**
  This Agreement shall automatically terminate as of:
  - The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
  - The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
  - The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

- **Modifications and Amendments**
  This Agreement (and the attached Schedules) represents the entire Agreement between the Parties and may not be modified or amended except in writing by the Parties to be charged.

- **Rights of Assignment**
  This Agreement cannot be assigned without the other party's written consent.

6. Fee Schedule and Terms of Payment

- **Fees Statement and Guarantees**
  The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. TPA will retain any administrative fees added to premiums charged by the insurer. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed up to a period of 36 months commencing on the date of this agreement.

- **Fee Frequency**
  The TPA will provide billing for services as follows:
  - Monthly Administrative Fees for services incurred will be billed at the end of each Plan Month;
  - TPA will retain any administrative fees added to premiums charged by the insurer.
  - Termination Fees for services will be billed at time of Plan Termination;
  - Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

- **Payment Requirements**
  The TPA provides the following payment requirements for the administration of a COBRA Plan:
  - Monthly Administrative Fees shall be based on number of Health Plan Eligibles. The Health Plan Eligibles count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative

Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.

- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

7. Warranties, Representations and Understandings

The Plan Sponsor warrants and represents that it is the legal Plan Administrator and sole fiduciary of the Plan or Plans covered by this agreement.

The Plan Sponsor reserves full authority to make all decisions regarding its COBRA administration, including those duties and responsibilities delegated TPA by this Agreement. In accordance with this Agreement, TPA will serve as a Service Provider under the direction of the Plan Administrator, but will not act as the Plan Administrator.

The Plan Sponsor shall take any and all necessary action and execute any and all necessary documents to authorize TPA to perform its functions and duties pursuant to this Agreement.

The Plan Sponsor agrees to timely provide TPA with information and/or documentation reasonably requested by TPA, which is necessary for TPA to fulfill the terms and conditions of this agreement.

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

SCHEDULE A,
TPA ADMINISTRATIVE SERVICES
COBRA PLAN

The Plan Sponsor has resolved to retain TPA to assist with certain compliance requirements of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any amendments thereto, hereinafter referred to as "the Acts";

TPA will assist its Benefit Plan's Administrator (as defined by the Acts) to provide notifications and services as indicated below for the fees quoted in the agreement:

- ☑ Initial Notification by First Class Mail with Proof of Mailing to employees who first become eligible under the covered benefit plans on or after the Plan Year begin date.
- ☑ Qualifying Event Notification by First Class Mail with Proof of Mailing Certification by U.S. Postal Service to Qualified Beneficiaries for Qualifying Events occurring after the effective date of this agreement.
- ☑ Certificate of Coverage Notification: Initial Certificate included with Qualifying Event Notification and Second Certificate following termination of COBRA.
- ☑ Update Notifications by First Class Mail to Covered Employees, COBRA Participants, and/or Qualified Beneficiaries as may be required by amendments to the Acts and the regulations, or changes to covered benefit plans.
- ☑ Termination Notification upon non-payment of premium or end of COBRA term.
- ☑ Billing, premium collection, and remittance to the Plan Sponsor. TPA will retain any administrative fees added to premiums charged by the insurer.
- ☑ All notices will comply and be sent in a timely manner as required under the Acts.
- ☑ Maintain computer and/or physical records of all notices.
- ☑ Maintain a database of qualifying beneficiaries to whom any notifications have been sent. Data will include all pertinent information reported by the Plan Sponsor.
- ☑ Provide the Plan Sponsor with confirmation reports of all activities.
- ☑ Notify the Plan Sponsor of any discrepancies or conditions it discovers during the course of its operations that may require action by Plan Sponsor.
- ☑ Notify the Plan Sponsor of known changes or updates relating to compliance with the Act.

SCHEDULE 1,
TPA ADMINISTRATIVE CHARGES
COBRA PLAN

➢ **COBRA Administration Fees**

- Administration Fee (Per Health Plan Eligible Per Month): ..... $0.70 (Minimum: $100.00)
- Qualifying Event Fee (per event): $0.00
- One-time initial notice to new hire employees (each): $0.00
- Reporting to carrier (monthly fee per carrier): $20.00
- Midyear Termination Fee: ..... One month's administration fee
- Plan Year End Termination Fee: ..... One month's administration fee

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

➢ **COBRA Optional Service Fees**

- Remittance to carrier (monthly fee per carrier): $15.00
- Open enrollment mailings (per packet): $15.00
- One-time initial notice to all active employees (each): $2.00

PLAN EXECUTION
COBRA PLAN

Employer:	City of Dayton
Address:	101 W. Third St. Dayton, OH 45419
Agreement Effective:	01/01/2017 - 12/31/2019
Subsequent Plan Years:	01/01 - 12/31 Month/Day – Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this COBRA Plan Agreement.

Signed this _____ day of _____, 20_____.

Signature _____

Name _____

Title _____

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA:	Chard, Snyder & Associates, Inc.
Address:	3510 Irwin Simpson Road Mason, OH 45040

President _____

Authorized Representative _____

Date 01/01/2017

CHARDSNYDER™

Chard, Snyder & Associates, Inc. FY2017

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

BACK

City Manager's Report

3.

From **3420 - Water/Water Engineering**

Date **January 4, 2017**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **$418,000.00 (thru 1/2019)**

Name **Moody's of Dayton, Inc.**

Address **4359 Infirmary Rd.**
Miamisburg, OH 45342

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Fund	53004-3430-1424-54-WF1619	$418,000.00

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

Description

NEW WELL DRILLING (RIP RAP #4) REBID
OPEN MARKET

The Department of Water requests permission to enter into a Contract with Moody's of Dayton, Inc. in the amount of $418,000.00 for the New Well Drilling (Rip Rap #4) Rebid project. This amount includes the base bid of $385,200.00 and Alternate No. 1 - Contingency Allowance for $32,800.00 (8.5% of the base bid). This project consists of providing all labor, equipment, materials and other services necessary to construct a potable water well capable of producing a minimum of 2500 gallons per minute (gpm) once placed in regular service on Rip Rap Island, part of the Miami Well Field.

One bid was received for this project on December 8, 2016. After evaluation, Moody's of Dayton, Inc.'s bid was recommended. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was $385,000.00. The time for contract completion is 365 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is January 31, 2019.

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT17-1608

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract _____ Renewal Contract _____ Change Order

Contract Start Date	1/4/2017
Expiration Date	1/31/2019
Original Commission Approval	$ 418,000.00
Initial Encumbrance	$ 418,000.00
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: $418,000.00	Amount:
Fund Code 53004 - 3430 - 1424 - 54 - WF1619 - (Fund Org Acct Prog Act Loc)	Fund Code (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code (Fund Org Acct Prog Act Loc)	Fund Code (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Moody's of Dayton, Inc.

Vendor Address: 4359 Infirmary Rd. (Street) Miamisburg, (City) Ohio (State) 45342 (Zipcode + 4)

Federal ID: 31-0641203

Commodity Code: 96896

Purpose: Award of Contract for New Well Drilling (Rip Rap #4) Rebid

Contact Person: Lisa Burton-Yates Water/Water Engineering (Department/Division) 12/22/2016 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature [signature] Date 12-27-16

CF Prepared by [signature] Date 12/21/16 CF/CT Number CT17-1608

SA 12/20/16

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:

NEW WELL DRILLING (RIP RAP #4)
REBID (OPEN MARKET)

Bid Opening Date:	**Engineer's Estimate:**[1]	**Estimated Time of Completion:**
December 8, 2016	$380,000.00	365 Calendar Days

Bidders	**Actual Amount**[1] **of Bid**	**Adjustment for Work Days**	**Adjustment for Comparison Purposes Only**
*** Moody's of Dayton**	$462,240.00	$0.00	$462,240.00

*** RECOMMENDED FOR AWARD**

[1] includes Base Bid and Alternate No. 1 - Contingency Allowance

MEMORANDUM

December 14, 2016

TO: Frederick Stovall, Director
Department of Public Works

FROM: Roshawn Winburn, Business & Technical Assistance Administrator
Human Relations Council (HRC)

SUBJECT: **New Well Drilling Rip Rap #4 Open Market project**

The apparent low bidder, Moody's of Dayton, Inc., has been reviewed. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is Moody's of Dayton, Inc.

If you have any questions or need additional information contact Roshawn Winburn at 333-1439.

NOTE TO CONTRACTORS:

Since there will be copies made of the bid form of this improvement, please use black ink or a typewriter to fill in the bid prices and extensions.

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form New Well Drilling (Rip Rap #4) REBID
(Open Market)
Thursday, December 8, 2016
12:00pm

Bidder Moody's of Dayton Inc.
4359 Infirmary Rd.
Miamisburg, OH 45342
937-859-4482

BID FORM

To: Director, Department of Public Works
The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and specifications for the following improvement, and the conditions of this bid, hereby agrees to furnish all services, labor, materials and equipment, and to construct in every respect complete:

NEW WELL DRILLING (RIP RAP #4) REBID

(OPEN MARKET)

in accordance with said plans and specifications on file in the office of the City Engineer at the unit prices hereinafter set forth.

Bid Form (Continued)

NEW WELL DRILLING
(RIP RAP #4) REBID
(OPEN MARKET)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
	TASK – NEW WELL DRILLING The quantities for the bid items listed below are approximate and are intended for the evaluation of the bid.				
1	Mobilization & Demobilization	1	Lump Sum	30,000.00	30,000.00
2	Drilling 8" Test Well	185	L.F.	100.00	18,500.00
3	Additional Sieve Analysis, As Required	2	Each	50.00	100.00
4	Furnishing 40" Well Casing	90	L.F.	100.00	9000.00
5	Drilling & Installing 40" Outer Well Casing	90	L.F.	300.00	27,000.00
6	Furnishing 26" Well Casing	70	L.F.	500.00	35,000.00
7	Furnishing 26" Well Screen	70	L.F.	300.00	21,000.00
8	Drilling & Installing 26" Inner Casing & Screen	140	L.F.	1500.00	210,000.00
9	Developing by Surge Block & Pumping 40" x 26" Well	80	Hour	250.00	20,000.00
10	Test Pumping 40" x 26" Well at 3,150 GPM	24	Hour	500.00	12,000.00
11	Recovery Time - 2 Hrs./Well	2	Hour	100.00	200.00
12	Video Inspection, Formation Logs, Well Data Sheets, Sieve Analyses and Pump Test Results	1	Lump Sum	500.00	500.00
13	Standby Time	3	Hour	100.00	300.00
14	Miscellaneous Authorized Hourly Labor	8	Crew Hour	200.00	1600.00

TOTAL BASE BID $ 385,200.00

In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This Alternate is for a **"CONTINGENCY ALLOWANCE"** to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. For evaluation of the bids, the amount of this **"CONTINGENCY ALLOWANCE"** shall be equal to **Twenty Percent (20%) of the Contractor's Total Base Bid**. For contract award, the amount of this **"CONTINGENCY ALLOWANCE"** may vary as determined by the City, but shall not exceed the maximum of **Twenty Percent (20%) of the Contractor's Total Base Bid**.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
A-1	Contingency Allowance	1	LUMP	77,040.00	77,040.00

TOTAL ALTERNATE NO. 1 $ 77,040.00

The consideration to be paid for the performance of the Contract of the above described project is provided as follows: This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	TOTAL $
TOTAL BASE BID	$ 85,000.00	$ 300,200.00	$ 385,200.00
TOTAL ALT. NO. 1 (Contingency Allowance)	$ - 0 -	$ 77,040.00	$ 77,040.00

The time of completion fixed by the City is 365 Calendar Days.

Following are the names of all persons, firms, and corporations interested in the above bid as principals. If none, state that "No person or party other than the bidder is interested in this Bid."

NAME	ADDRESS
No person or party other than bidder is interested in This Bid.	

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ____ NO X

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

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Moody's of Dayton Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract John T. Wagner

Douglas Wagner

Home Office Address 4359 Infirmary Rd. Miamisburg OH 45342

Local Address 4359 Infirmary Rd. Miamisburg OH 45342

Telephone 937-859-4482 Fax 937-859-4522

E-mail jwagner@moodysofdayton.com

Federal I.D.# 31-0641203

Dated this 8 day of December, 20 16

Bidder: Moody's of Dayton, Inc.
(Person, Firm, or Corporation)

By: John T. Wagner

Title: President

If a certified or cashier's check is submitted with Bid Form, please furnish the following information:

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached.

_____

Bidder

Cash in the amount of _____
Dollars is attached.

_____

Bidder

BID BOND

Amount $ Full amount of bid X

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum

X of full amount of bid Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Moody's of Dayton, Inc.

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

Signed and sealed at Dayton, Ohio, this 8th day of December, 2016.

x John T. Wagner
Moody's of Dayton, Inc.
4359 Infirmary Road, Miamisburg, Ohio 45342
Bidder

Anne Tierney
Anne Tierney
Attorney-in-Fact
Great American Insurance Company
301 East Fourth Street, Cincinnati, Ohio 45202
Surety

USI Insurance
Name of Insurance Agency

312 Elm Street, 24th Floor, Cincinnati, Ohio 45202
Address of Insurance Agency

Telephone 513 852-6344 FAX 513 852-6344

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20694

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PAULETTE M. AERNI	ALL OF	ALL
THOMAS D. CASSADY	CINCINNATI, OHIO	$100,000,000
THOMAS W. CHATHAM		
ANNE TIERNEY		
RICHARD A. DAVIS		
PAUL J. SCHUELER, JR.		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of AUGUST, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 4TH day of AUGUST, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of December, 2016.

Assistant Secretary

S1029AF (06/15)

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, John T. Wagner hereby certify that _____
(print name – an Officer of the company)

Moody's of Dayton, Inc. meets the following Contractor requirements relating
(company)

to this City of Dayton construction project (check all that apply):

[✓] Comply with all City of Dayton income tax obligations and requirements

[✓] Maintain worker's compensation insurance for all employees as required by the State of Ohio

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

[✓] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

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

By: John T. Wagner
(signature)

Title: President

Date: December 8, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

Health Insurance (75%)	Dental Insurance
Paid Holidays (7)	Life Insurance
Paid Vacation (1-4 weeks)	
401K - 3% match	
Profit Share - 401K	
Uniforms	

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

N/A	

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

None	

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

WBE's

1) Grisson Construction

2) Ebony

3) J & B Steel

4) Rod Techs

CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

John Wagner being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Moody's of Dayton Inc. ("the Contracting Party").
2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

   ☒ Corporation organized and existing under the laws of the State of Ohio.

   ☐ Labor organization.

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

By: John T. Wagner

Title: President

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

Sworn to before me and subscribe in my presence by John Wagner
this 8 day of Dec, 2016

Kathleen S. Seacatt
Notary Public

KATHLEEN SEACATT, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 5, 2021

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE NOTARIZED AND SUBMITTED WITH BID FORM

STATE OF Ohio)
COUNTY OF Montgomery) SS:

John Wagner, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
Moody's of Dayton Inc. that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 8 day of December, 2016.

NOTARY PUBLIC

KATHLEEN SEACATT, Notary Public
in and for the State of Ohio
My Commission Expires Sept. 5, 2021

SIGNED John T. Wagner

President
TITLE

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: New Well Drilling (RipRap #4) Rebid — Dayton OH
NAME — LOCATION

During the performance of this contract:

Moodys of Dayton Inc. — 4359 Infirmary Rd. Miamisburg OH 45342 — 937-859-4482 / 937-859-4522
CONTRACTOR — ADDRESS — TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

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

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

1. **Goals & Timetables**. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

   The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/76 to Present	10.6% - 11.8%

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

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

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

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

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

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

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

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

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

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

3. Nothing herein is intended to relieve any contractor during the term of this project from compliance with The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.

Part II: **Contractor's Certification**. A contractor will not be eligible for award of a contract under this Invitation to Bid unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Moody's of Dayton, Inc. certifies that:

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

Operator
Laborer

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

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

SIGN: John T. Wagner
(Signature of Authorized Representative of Bidder)

FAILURE TO SUBMIT AND SIGN THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ

Worker Utilization Report

NAME OF PROJECT: _____

REPORTING PERIOD: _____, 2016
(MONTH)

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100
DAYTON OH 45402
roshawn.winburn@daytonohio.gov

FROM:	
COMPANY:	
ADDRESS:	
CITY/ST/ZIP:	
TELEPHONE:	
E-MAIL:	

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.
AGGREGATE REPORTS OF WORKER UTILIZATION FOR THIS PROJECT MAY BE MADE PUBLIC.

				Ethnic Group					Gender		Trade	Classificatio				# of Hours Wrkd			
Name of Employee and Address	Employee ID #	Address	HUD 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week

INSTRUCTIONS: **Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.**

Workforce Goals:	11.5% MINORITY	6.9% FEMALE	10% HUD SECTION 3	Revised 20110202

Project Name: _____ **(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM**

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One: Prime Contract Bid ☐	Joint Venture Bid ☐	Supply or Service Subcontract ☐	Construction Subcontract ☐	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					

Total $ Amount of PRIME CONTRACTOR'S Base Bid: _____ Total $ to subcontract _____ Total % subcontract: _____

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	
Sign Name:	

Street Address	
City/State/Zip	

Revised 2/2014

BACK

DRAFT

By..... No. 6233-17 1st Reading

A RESOLUTION

Removing the Linden Center Complex from the Public Commons Master Plan in Accordance with R.C.G.O. 44.19.

WHEREAS, The Linden Center Complex, located at 334 Norwood Avenue, served as a City of Dayton community and recreation center from about 1930 until its closure in 2006; and

WHEREAS, The City of Dayton wishes to make the property available for sale and/or used for non-recreational purposes; and

WHEREAS, R.C.G.O. 44.19, Public Commons, requires the City Plan Board to review proposals to sell or convert to a non-recreational use a public commons listed in the public commons master plan and make a recommendation on said proposal to the City Commission; and

WHEREAS, The Dayton Parks and Recreation Planning Framework, developed by the City Plan Board in January 1975, serves as the City's public commons master plan; and

WHEREAS, The Linden Center Complex (Recreation Center, Pool, and Playground) is listed in the Dayton Parks and Recreation Planning Framework's Open Space Atlas as Number 119; and

WHEREAS, The City Plan Board, on November 8, 2016, reviewed the proposal to remove the Linden Center Complex from the public commons master plan so the complex can be sold and/or converted to a non-recreational use, Case RC-009-2016, and recommended City Commission approval of the proposal; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made in Case RC-009-2016, the Linden Center Complex as shown in Exhibit A, attached hereto and incorporated herein, is removed from the public commons master plan so the complex can be sold and/or converted to a non-recreational use.

Section 2. The City Manager is authorized to take the measures necessary to implement this resolution.

Adopted by the Commission....., 2017

Signed by the Mayor....., 2017

Mayor of the City of Dayton, Ohio

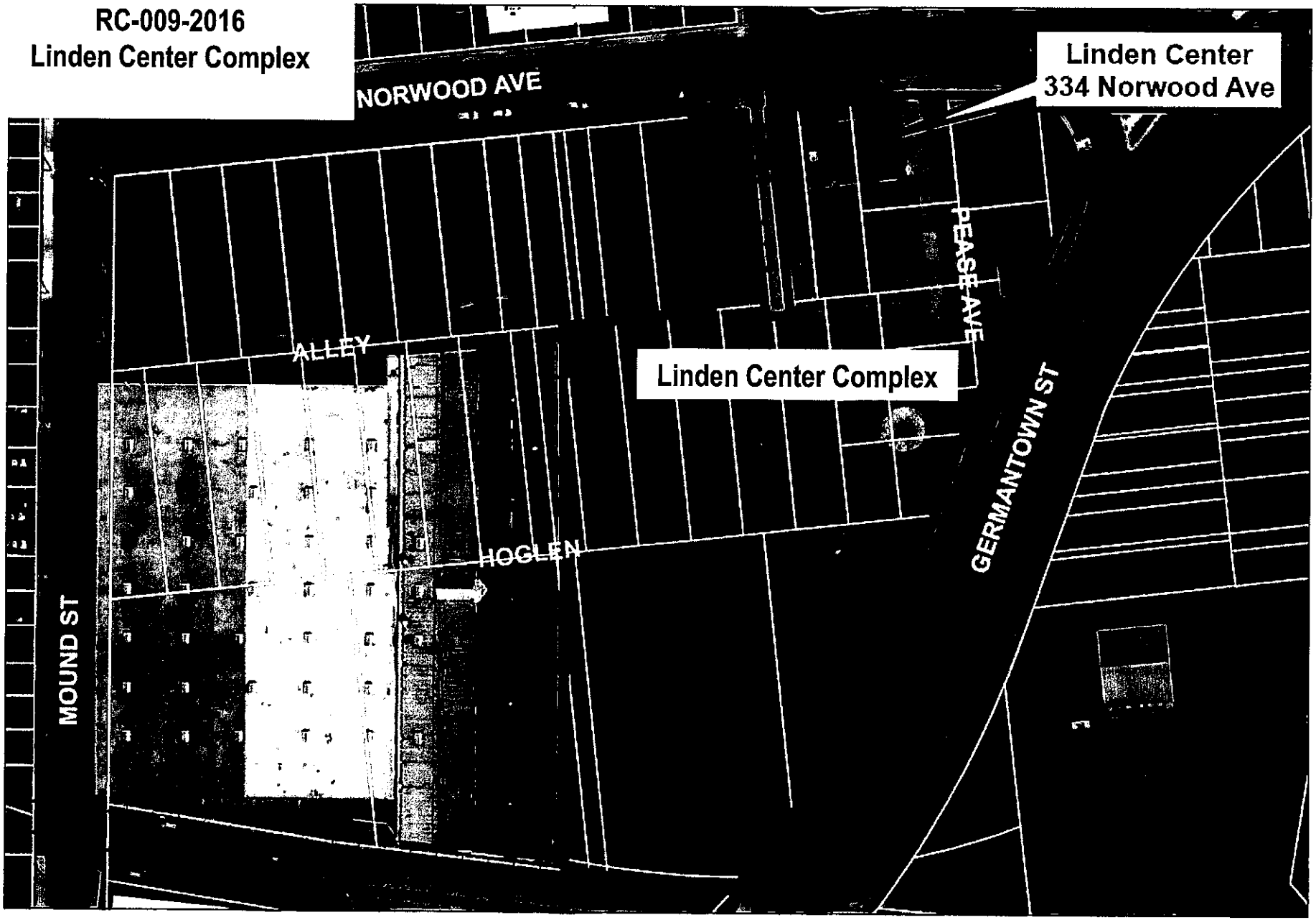
Attest:

Clerk of the Commission

Approved as to form:

City Attorney

Exhibit A
Plan Board Case
RC-009-2016
Linden Center Complex



MEMORANDUM | DAYTON

December 6, 2016

TO: Rashella Lavender, Clerk of Commission
Office of the City Commission

FROM: Ann Schenking, Secretary
City Plan Board

SUBJECT: **Resolution to Remove the Linden Center Complex from the City of Dayton's Public Commons Master Plan on January 4, 2017, City Commission Calendar (Plan Board Case RC-009-2016)**

I am requesting that a resolution be placed on the January 4, 2017, City Commission calendar to remove the Linden Center and its surrounding portions of real estate from the City of Dayton's public commons master plan in order for the complex to be offered for sale and used for non-recreational purposes (Plan Board Case RC-009-2016). A second reading of the resolution will be required at the January 11, 2017, City Commission meeting. If approved on January 11th, the effective date of the resolution will be February 10, 2017.

No public hearing is required on this case so a public hearing will not be held. If the City Manager or a member of the City Commission would like staff to make a presentation on this case at the January 4, 2017, City Commission meeting please let Aaron Sorrell or me know.

The Plan Board voted 6-0 to recommend City Commission approval of the case. The Wright Dunbar Neighborhood Association and West Priority Land Use Board submitted letters to the Plan Board in support of the case.

At the Plan Board public hearing on the case, John Lawson, 1535 Wesleyan Road, Dayton, representing the Linden Center Urban Conservation Peace Initiative, spoke in opposition. He said the site was to be redeveloped as an urban farm. It should be noted that the Linden Center complex would still need to be removed from the commons plan if it were to be used for agriculture/conservation purposes such as an urban farm. In addition, the Departments of Central Services, Recreation and Youth Services, and Planning and Community Development have not entered into any agreements for the use of the Linden Center complex for urban farming.

Per R.C.G.O. 44.19, the City Plan Board is to review proposals to sell or convert to a non-recreational use a public commons (i.e., park and/or recreation facility) that is listed in the City's public commons master plan. The City's public commons plan is the 1975 Dayton Parks and Recreation Planning Framework. This plan lists the Linden Playground, Linden Recreation Center, and Linden Pool as item #119 on the Open Space Atlas. In addition, per R.C.G.O. 44.19,

the Plan Board is to hold a public hearing on any such proposal, and make a recommendation to the City Commission on it.

The Linden Center was constructed in 1930 and closed in 2006. Currently, the Linden Center complex sits vacant. It is functionally obsolete, does not satisfy current local building codes and is not compliant with the Americans with Disabilities Act (ADA). The City no longer has a need for the complex its inventory. The first step in an effort to redevelop the Linden Center complex is to remove the complex from the City of Dayton's public commons master plan in order for the complex to be offered for sale and used for non-recreational purposes.

If the complex is removed from the commons plan, the community will still have opportunities to weigh in on proposed uses for the site. For example, the Linden Center property is zoned OS Park/Open Space. Any request to use the site for a use not allowed in the OS district will require a zoning change which requires public hearings before the Plan Board and City Commission. Any agreement to sell the complex will require approval by the City Commission.

Enclosed, for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, and the resolution.

If you have any questions, please contact me at 3699. Thank you.

c: Ms. Dickstein
Ms. Clements
Mr. Parlette
Mr. Sorrell
Mr. Stovall
Mr. Hager
Ms. Williams
Mr. Inderrieden
Mr. Gray
Case File

City of Dayton
City Plan Board

Summary Minute Record
November 8, 2016

5. RC-009-2016 – Remove the Linden Center and surrounding portions of real estate from the City of Dayton's Public Commons Master Plan in order for the complex to be offered for sale and used for non-recreational purposes.

Applicant: Mr. Aaron Sorrell, Director
City of Dayton
Department of Planning and Community Development
101 West Third Street
Dayton, OH 45402

Priority Land Use Board: West Neighborhood Planning District: Five Points
Decision: Recommended Approval

Staff Comments

Derek McCain presented the staff report and recommended Plan Board approval of the request to remove the Linden Center and surrounding portions of real estate from the City of Dayton's Public Commons Master Plan in order for the complex to be offered for sale and used for non-recreational purposes.

Per R.C.G.O. 44.19, Public Commons, the "City Plan Board shall review proposals to sell or convert to a non-recreational use a listed public commons. Prior to rendering a recommendation to the City Commission, the City Plan Board shall provide 30 days public notice and hold a public hearing on the proposal." The City's public commons plan is the 1975 Dayton Parks and Recreation Planning Framework. This plan lists the Linden Playground, Linden Recreation Center, and Linden Pool as item #119 on the Open Space Atlas.

The Linden Center was constructed in 1930 by a unique and historic public/private partnership. The Linden Center was operational for over 75 years as a community and recreation center and closed in 2006. The decision to close smaller recreation facilities (i.e., Stuart Patterson, Bomberger, Burkhardt, Linden, and Roosevelt) was driven by the City's diminishing budget and a change in philosophy to allow for greater funding to improve and modernize larger recreation centers and build a new one (Greater Dayton Recreation Center). At a time when municipal budgets around the country remained under significant pressure, there has been no shortage of efforts to find cost savings wherever possible.

The City of Dayton, to address a wider array of recreational needs and desires, has moved to fewer but larger multi-purpose recreation centers such as the Greater Dayton Recreation Center, Lohrey Recreation Center, and Northwest Recreation Center. These larger centers provide facilities that contain indoor pools, gyms, and space for all kinds of recreational programs.

Currently the Linden Center complex sits vacant and functionally obsolete, and it does not satisfy current local building codes nor is it compliant with the Americans with Disabilities Act (ADA). The City no longer has a need for the complex its inventory. The first step in an effort to redevelop the Linden Center complex is to remove the complex from the City of Dayton's Public Commons Master Plan in order for the complex to be offered for sale and used for non-recreational purposes.

If the complex is removed from the Commons Plan, the community will still have opportunities to weigh in on proposed uses for the site. For example, the Linden Center property is zoned OS Park/Open Space. Any request to use the site for a use not allowed in the OS district will require a zoning change which requires public hearings before the Plan Board and City Commission. Any agreement to sell the complex will require approval by the City Commission.

Public Hearing Comments
The Wright Dunbar Neighborhood Association and West Priority Land Use Board submitted letters in support of the proposal to remove the complex from the commons plan.

John Lawson, 1535 Wesleyan Road, Dayton, OH, representing the Linden Center Urban Conservation peace Initiative spoke in opposition to the proposal. He said the site was to be redeveloped as an urban farm.

Board Discussion
The Plan Board discussed the case. Mr. Scott asked if the Linden Center complex would need to be removed from the commons plan if it were to be used for agriculture/conservation purposes. Mr. Sorrell said yes, it would.

Board Action
In accordance with R.C.G.O. 44.19, a motion was made by Mr. Payne, seconded by Mr. Sauer and carried to recommend City Commission approval of the request to remove the Linden Center and surrounding portions of real estate from the City of Dayton's Public Commons Master Plan in order for the complex to be offered for sale and used for non-recreational purposes.

Ms. Beverly Pendergast	Yes	Mr. Jeff Payne	Yes
Mr. David Bohardt	Yes	Mr. Matt Sauer	Yes
Mr. Richard Wright	Yes	Mr. Greg Scott	Yes
Ms. Geraldine Pegues	Absent		

Minutes approved by the City Plan Board on December 13, 2016.

Ann Schenking, Secretary
City Plan Board

November 8, 2016

CITY PLAN BOARD REPORT
Case: RC-009-2016

REMOVE THE LINDEN CENTER COMPLEX FROM CITY'S COMMONS PLAN

APPLICANT: Aaron Sorrell, Director
Dept. of Planning and Community Development
City of Dayton, Ohio
101 W. Third Street
Dayton, OH 45402

PRIORITY LAND USE BOARD: West

NEIGHBORHOOD PLANNING DISTRICT: Five Points

DESCRIPTION:
Request approval to remove the Linden Center and surrounding portions of real estate from the City of Dayton's Public Commons Master Plan in order for the complex to be offered for sale and used for non-recreational purposes.

BOARD AUTHORITY:
Board authority is granted in section 44.19 of the City of Dayton Revised Code of General Ordinances (R.C.G.O.).

> 44.19 PUBLIC COMMONS.
>
> The City Plan Board shall prepare for consideration by the City Commission a public commons master plan in consultation with the various departments of the city. The plan shall identify needs for each section and neighborhood of the city and list all public open space, green space, and parks. Within the scope of the adopted plan, the City Plan Board shall review proposals to sell or convert to a non-recreational use a listed public commons. Prior to rendering a recommendation to the City Commission, the City Plan Board shall provide 30 days public notice and hold a public hearing on the proposal.

APPLICABLE PLANS AND POLICIES:
Dayton Parks and Recreation Planning Framework, 1975 (Public Commons Master Plan). This plan lists the Linden Playground, Linden Recreation Center, and Linden Pool as item #119 on the Open Space Atlas.

This proposal addresses one specific goal of CitiPlan 20/20:

- "The redevelopment; reuse; revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base." By removing this property and surrounding portions of real estate from the Commons Plan, the City can find a new use for the site.

PRESENTATIONS MADE TO NEIGHBORHOOD GROUPS:
Wright Dunbar Neighborhood Association, 10-11-16
West Land Use Priority Board, 10-20-16

Both groups support the proposal to remove the complex from the Commons Plan. Correspondence received in support of the proposal is attached to this report.

BACKGROUND AND IMPACT:
The Linden Center was constructed in 1930 by a unique and historic public/private partnership. The Linden Center was not strictly a recreation center as we know today, but rather an embodiment of 'self-help' social services, educational, civic, and cultural advancement representing the mainstreaming of American life for Dayton's African-American citizens seeking the American Dream.

The Linden Center was operational for over 75 years as a community and recreation center and closed in 2006. The decision to close smaller recreation facilities (i.e., Stuart Patterson, Bomberger, Burkhardt, Linden, and Roosevelt) was driven by the City's diminishing budget and a change in philosophy to allow for greater funding to improve and modernize larger recreation centers and build a new one (Greater Dayton Recreation Center). At a time when municipal budgets around the country remained under significant pressure, there has been no shortage of efforts to find cost savings wherever possible.

The City of Dayton, to address a wider array of recreational needs and desires, has moved to fewer but larger multi-purpose recreation centers such as the Greater Dayton Recreation Center, Lohrey Recreation Center, and Northwest Recreation Center. These larger centers provide facilities that contain indoor pools, gyms, and space for all kinds of recreational programs.

Currently the Linden Center complex sits vacant and functionally obsolete, and it does not satisfy current local building codes nor is it compliant with the Americans with Disabilities Act (ADA). The City no longer has a need for the complex its inventory. The first step in an effort to redevelop the Linden Center complex is to remove the complex from the City of Dayton's Public Commons Master Plan in order for the complex to be offered for sale and used for non-recreational purposes.

If the complex is removed from the Commons Plan, the community will still have opportunities to weigh in on proposed uses for the site. For example, the Linden Center property is zoned OS Park/Open Space. Any request to use the site for a use not allowed in the OS district will require a zoning change which requires public hearings before the Plan Board and City Commission. Any agreement to sell the complex will require approval by the City Commission.

DETERMINATIONS AND FINDINGS:
In accordance with R.C.G.O. 44.19, Staff recommends that the Plan Board recommend City Commission approval of the request to remove the Linden Center complex and surrounding portions of real estate from the City of Dayton's Commons Plan so the site can be offered for sale.

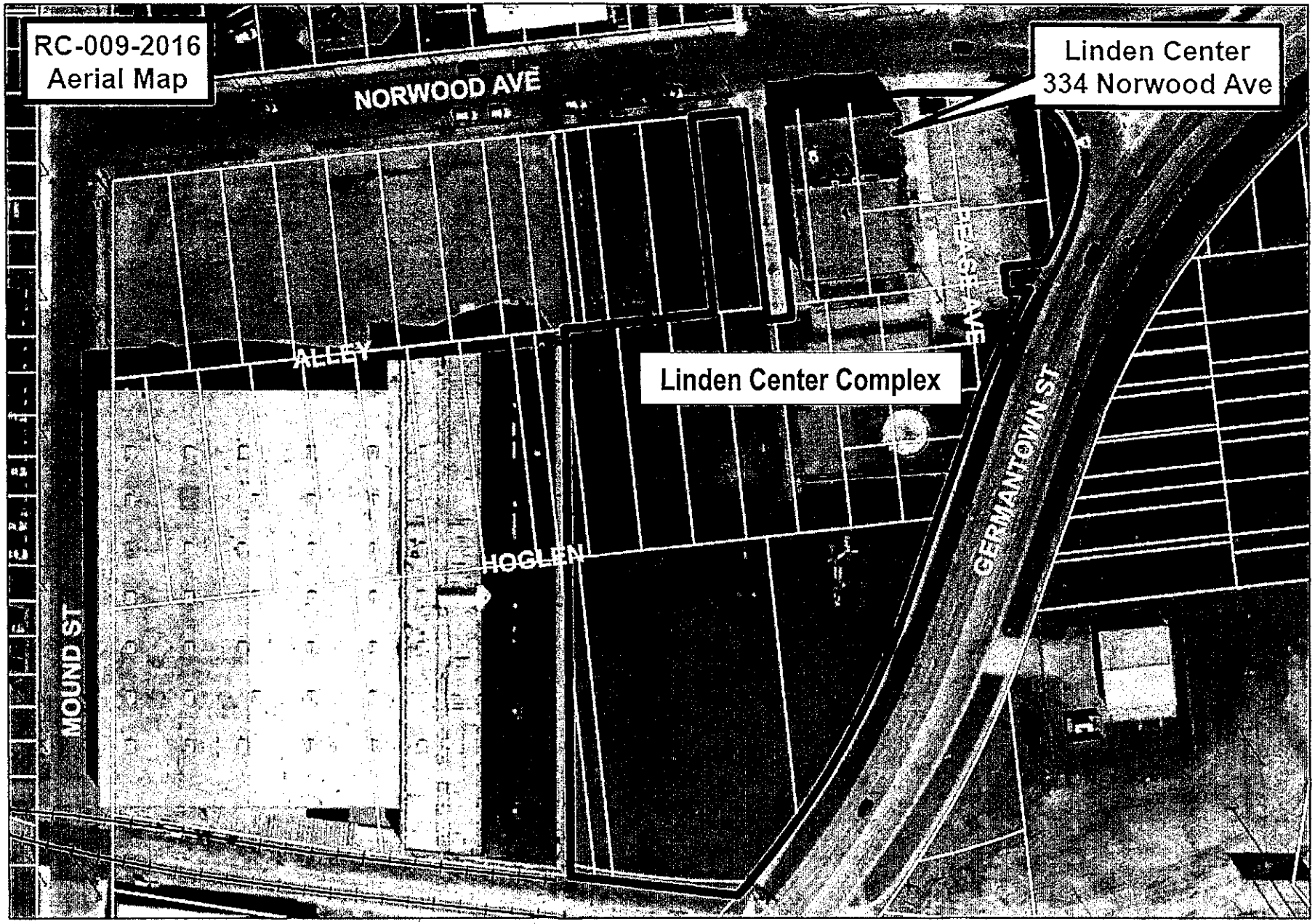
ALTERNATIVES:
The Plan Board may choose to:

1. Recommend that the City Commission remove the Linden Center complex and surrounding portions of real estate from the City of Dayton's Commons Plan and allow it to be sold for a non-recreational purpose.
2. Recommend that the City Commission keep the Linden Center complex and surrounding portions of real estate in the City of Dayton's Commons Plan.
3. Recommend that the City Commission remove the Linden Center complex and surrounding portions of real estate from the City of Dayton's Commons Plan with certain conditions.

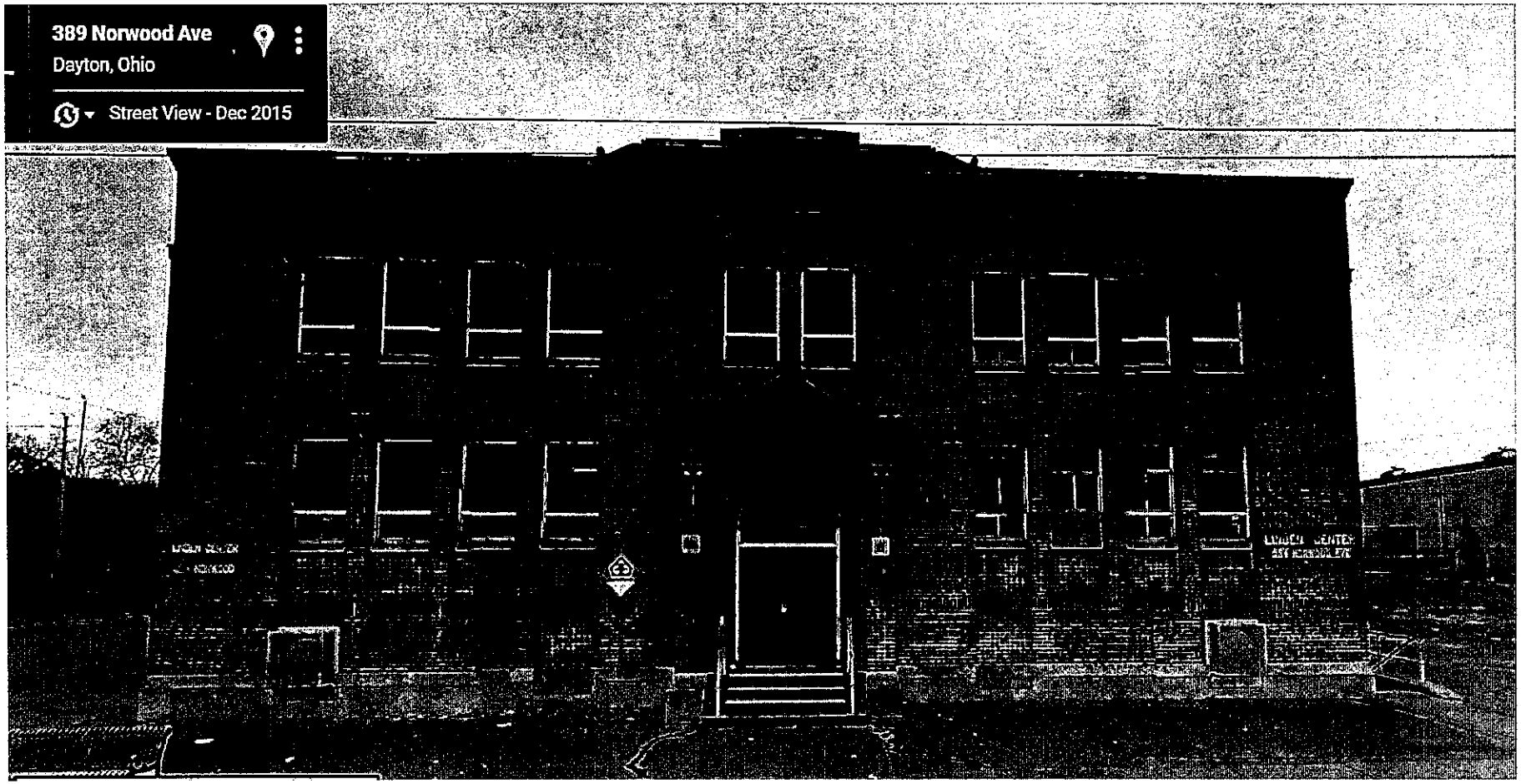
FUTURE ACTIONS:
Approval by City Commission

ATTACHMENTS:
Aerial map
Photograph
Correspondence received

STAFF REPORT PREPARED BY:
Derek McCain


RC-009-2016
Aerial Map
Linden Center
334 Norwood Ave
NORWOOD AVE
ALLEY
Linden Center Complex
HOGLEN
MOUND ST
GERMANTOWN ST

RC-009-2016 – Linden Center



Wright-Dunbar Village Neighborhood Association

39 Horace Street – Dayton, OH 45402-8313

937.223.8747

Mary M. Ellington, President
Tony Loyal, Vice President
Rick Rinehart, Treasurer
Cecelia Long, Parliamentarian

14 October 2016

Mr. Derrick McCain
City of Dayton
Planning and Economic Development
101 West Third Street
Dayton, OH 45401

SUBJECT: Plan Board Case #RC-009-2016 for 334 Norwood Avenue

Dear Mr. McCain:

Thank you for the presentation of the above case number at our Call Meeting held on 11 October 2016. The information was very informative and those present were able to express their thoughts on the proposed use by the Gem City-Hilltop Community Development and Housing, Inc. staff.

A vote was taken and pass that our Association would go on record as supporting the Removal of the Linden Center recreation complex at 334 Norwood Avenue from the City of Dayton's commons plan in order for the complex to be offered for sale and used for non-recreational purposes.

We also look forward to being able to have input when proposals are received for potential uses of the building when applicable.

Yours truly,

Mary M. Ellington

Mary M. Ellington

WEST PRIORITY LAND USE COMMITTEE

October 25, 2016

TO: Derek McCain, Community Development Specialist
Division of Community Development

RE: Plan Board Case # RC-009-2016 – 334 Norwood

The West Priority Land Use Committee held a meeting, Thursday, October 20, 2016, to review and discuss the case mentioned above. It is the recommendation of the WPLUC that the Plan Board approve the decommissioning of the Linden Center and park area and removing it from the City of Dayton' *Commons Plan* with the following condition: that the neighborhood residents within the planning district this property is located in be notified and involved the discussion of any future land use.

For the Plan Board's awareness, the following represent some of the discussion items presented to the West Land Use Committee:

1. **Zoning** – whether or not any future use would require a zoning change.

2. **Future use** – concerns regarding what the procedure will be regarding any future use of the property and if the neighborhood residents in proximity would be involved in the discussion of that use.

Sincerely,

Maurice A. Wortham

Maurice A. Wortham, Chairperson
West Priority Land Use Board

BACK

By . . Mr. . Shaw. . . . . No . . . 31545-17 . . . . . .

AN ORDINANCE

Establishing a Fire and Smoke Damper Inspection Program for Buildings Owned and Operated by the City of Dayton.

WHEREAS, This Commission is interested in providing inspections for Heating, Ventilation, and Air Conditioning ("HVAC") fire and smoke dampers located within City-owned buildings; and

WHEREAS, Fire and smoke dampers are fire prevention products used in HVAC ducts to prevent the spread of fire and smoke inside HVAC ducts through walls, floors and ceilings; and

WHEREAS, This Commission desires to establish a Fire and Smoke Damper Inspection Program for buildings owned and operated by the City in order to protect the health and welfare of City workers, visitors and safety forces in City-owned buildings; and

WHEREAS, This Commission directs the Department of Central Services to oversee implementation of the Fire and Smoke Damper Inspection Program; and

WHEREAS, This Commission directs any Department in the City that maintains or manages City-owned buildings to work in conjunction with the Department of Central Services to successfully implement the Fire and Smoke Damper Inspection Program; and

WHEREAS, Providing these inspections will help ensure that the City is in compliance with the most current National Fire Protection Association (NFPA) regulations; now, therefore,

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

Section 1. That a Fire and Smoke Damper Inspection Program is established for buildings owned and operated by the City of Dayton, for the purpose of ensuring that fire and smoke dampers are in working order to prevent the spread of fire and smoke inside walls and floors.

Section 2. That the following definitions shall be used for the Fire and Smoke Damper Inspection Program:

(a)Fire Damper: A listed device installed in ducts and air transfer openings designed to close automatically upon detection of heat and resist the passage of flame. Fire dampers are classified for use in either static systems that will automatically shut down in the event of a fire, or in dynamic systems that continue to operate during a fire. A dynamic fire damper is tested and rated for closure under elevated temperatures airflow.

(b)Smoke Damper: A listed device installed in ducts and air transfer openings designed to resist the passage of smoke. The device is installed to operate automatically, controlled by a smoke detection system, and where required, is capable of being positioned from a fire command center.

Section 3. That the fire and smoke damper unit testing and inspections shall be conducted in accordance with National Fire Protection Association standards. The testing and inspections shall be conducted by contractors and technicians that have been certified by the International Certification Board (ICB) and American National Standards Institute (ANSI) to ensure the quality and knowledge of the inspection process.

Section 4. That a Fire and Smoke Damper Inspection Program for buildings owned and operated by the City of Dayton, for the purpose of ensuring that fire and smoke dampers are in working order to prevent the spread of fire and smoke within walls, floors and ceilings be established within eighteen (18) months of the effective date of this ordinance.

If any fire and smoke damper unit is found to be faulty or inoperable, repairs or replacements shall begin as soon as possible, with the goal of completing such repairs within sixty (60) business days from the date the unit was found to be faulty or inoperable. The repairs or replacements of the fire and smoke damper units shall be completed and approved by contractors and technicians who are certified by the International Certification Board (ICB) and American National Standards Institute (ANSI). Compliance with the inspections, and compliance with the repairs or replacements, shall be monitored by the respective City Department that operates the building under inspection.

Section 5. That the Department of Central Services in cooperation with other City departments and commissions shall provide a status update to this Commission within twelve (12) months of the effective date of this Ordinance, identifying the buildings already inspected or to be inspected, the approximate number of fire and smoke dampers in each building to be inspected, and the proposed timeline for inspections to ensure compliance with this Ordinance.

Section 6. That all testing and inspections shall be documented indicating the location of each fire and smoke damper, date of the inspection, name of the inspector, deficiencies discovered, and any repairs or replacements completed. The results of the testing and inspections shall be given by the technicians to the Department of Central Services within thirty (30) days of the completion of each building tested and inspected. The Department of Central Services shall retain these testing and inspection reports until the next testing inspection is completed.

Section 7. That upon twenty-four (24) months following the effective date of this Ordinance, the Department of Central Services shall report to this Commission, outlining the number of fire and smoke dampers tested pursuant to this Ordinance, the number of such dampers that needed repaired or replaced and status of such repairs and/or replacement. The Department of Central Services shall present a recommended timeline to complete inspections, if any, of the remaining fire and smoke dampers located in buildings owned and operated by the City of Dayton, by appropriately qualified contractors and technicians as set

forth in this ordinance, to ensure ongoing safety for City workers, visitors, and safety forces and in accordance with the every four (4) year inspection schedule set forth by the NFPA.

Passed by the Commission. . . . . January 4 2017

Signed by the Mayor . . . . . January 4 . . . . . , 2017

Nan Whaley

Nan Whaley, Mayor of the City of Dayton, Ohio

Attest:

Rashella Lavendar

Clerk of the Commission

Approved as to form:

City Attorney

BACK