



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JANUARY 29, 2020

6:00 P.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.

(Sign-up sheets at entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public 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: **Finance Committee Briefing – (D. Shannon) – 4:30 p.m.**
City Manager's Large Conference Room
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

AVIATION

- | | |
|---|---------------------|
| A1. Nachurs Alpine Solutions Corporation (runway deicing fluid as needed through 12-31-22) | \$379,800.00 |
| A2. Vertiv Corporation (Uninterruptible Power Supply – UPS – battery replacement services) | 17,088.31 |

1. (Cont'd):

WATER

B1. Occupational Health Centers of Ohio, PA dba Concentra Medical

(Hazmat and medical monitoring as needed through 12-31-22)

\$45,000.00

-Depts. of Aviation and Water.

Total: \$441,888.31

2. **City of Riverside – Service Agreement** – for technical and economic development services in association with the City of Dayton’s Multi-Jurisdictional Source Water Protection Program – Dept. of Water/Environmental Protection.

\$184,008.00

(Thru 12/31/21)

3. **Moonlight Security – Service Agreement** – for court security and transporting defendants – The Municipal Court/Court Administrator.

\$326,836.00

(Thru 12/31/20)

B. Construction Contracts:

4. **Moody’s of Dayton, Inc. – Award of Contract** – for 2019 Well Reconstruction and Rehabilitation (Open Market) – Dept. of Water/Water Engineering.

\$1,293,510.00

(Thru 01/31/23)

C. Revenue to City:

5. **Alcohol, Drug Addiction & Mental Health Services – Service Agreement** – for psychological services provided to probationers, and a portion for a specialized probation officer assigned to the Dayton Regional Mental Health Court – The Municipal Court/Court Administrator.

\$84,560.00

(Thru 12/31/20)

E. Other – Contributions, Etc.:

6. **Airport Council International – North America – Other** – for the Annual ACI-NA Membership – Dept. of Aviation/AP Admin. & Finance.

\$29,564.00

(Thru 12/31/20)

7. **University of Dayton – Other** – for the Athletics Facilities Rental Agreement to bring outreach, awareness, and educational opportunities about the City’s award-winning water utility – Dept. of Water.

\$18,150.00

(Thru 12/31/20)

IV. LEGISLATION:

Resolutions – Second Reading:

- 8. **No. 6471-20** To Vacate Alley North of West Second Street from North Conover Street to the Railroad Right of Way.

- 9. **No. 6472-20** To Vacate the Alley North of East Third Street From the Alley East of More Avenue to the East Property Line of City Lot #30313.

V. PLANNING ACTION

A. PUBLIC HEARING:

***** 2020 Annual Appropriation**

VI. MISCELLANEOUS:

- ORDINANCE NO. 31790-20**

- RESOLUTION NO. 6473-20**

- IMPROVEMENT RESOLUTION NO. 3598-20**

- INFORMAL RESOLUTION NO. 975-20**



City Manager's Report

1

From 2730 – PMB/Procurement

Date January 29, 2020

Expense Type Purchase Order

Total Amount \$441,888.31

Supplier, Vendor, Company, Individual

Name See Below

Address See Below

2020 Purchase Orders

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below
Includes Revenue to the City <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Affirmative Action Program <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Description

AVIATION

(A1) P0200536 – NACHURS ALPINE SOLUTIONS CORPORATION, MARION, OH

- Runway deicing fluid as needed through 12/31/2020.
- These goods are required to replenish inventories of deicing fluids needed to clear runways and maintain operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19054D with pricing through 12/31/2022.
- This amendment increases the previously authorized amount of \$10,000.00 by \$115,800.00 for a total not to exceed \$125,800.00 and therefore requires City Commission approval.
- The Department of Aviation requests additional authority of \$264,000.00 through 12/31/2022.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	51000-3221-1301-43	\$115,800.00
2021	Supplies and Materials	51000-3221-1301-43	\$130,000.00
2022	Supplies and Materials	51000-3221-1301-43	\$134,000.00

Melissa A. Wilson

Division

Andy J. Chalkley

Department

for

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

AVIATION (CONTINUED)(A2) P0200566 – VERTIV CORPORATION, WORTHINGTON, OH

- Uninterruptible Power Supply (UPS) battery replacement services.
- These services are required to ensure continuing operations at the Dayton International Airport in the event of power outages.
- Vertiv Corporation is recommended as the Original Equipment Manufacturer (OEM) and sole provider of this maintenance service program; therefore, this purchase was negotiated.
- The Department of Aviation recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Computer Hardware	51000-3210-1413-43	\$17,088.31

WATER – WATER UTILITY FIELD OPERATIONS(B1) P0200040 – OCCUPATIONAL HEALTH CENTERS OF OHIO, PA dba CONCENTRA MEDICAL, DAYTON, OH

- Hazmat and medical monitoring as needed through 12/31/2020.
- These services are required for monitoring employees of various Water Department Divisions.
- Rates are in accordance with the City of Dayton's existing price agreement IFB JL18004 with pricing through 12/31/2022.
- Occupational Health Centers of Ohio, PA dba Concentra Medical qualifies as a Dayton Local entity.
- The Department of Water requests additional authority of \$30,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Professional Services	58000-3445-1159-54	\$15,000.00
2021	Other Professional Services	58000-3445-1159-54	\$15,000.00
2022	Other Professional Services	58000-3445-1159-54	\$15,000.00

The aforementioned departments recommend approval of this order.



City Manager's Report

2.

From **3470 - Water/Environmental Protection**

Date **January 29, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$184,008.00 (thru 12/31/21)**

Name **City of Riverside**

Address **5200 Springfield Street, Suite 100
Riverside, Ohio 45431**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Source Water Protection	53997-3470-1271-55	\$91,093.00
2021 Source Water Protection	53997-3470-1271-55	\$92,915.00

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

Description

CITY OF RIVERSIDE SOURCE WATER PROTECTION AGREEMENT

The Department of Water requests permission to enter into a Professional Services Contract with the City of Riverside, in the amount of \$184,008.00 for technical and economic development services in association with the City of Dayton's Multi-Jurisdictional Source Water Protection Program. These efforts are essential for the continued protection of the region's drinking water supply.

The Professional Services Agreement is being funded using the Source Water Protection Funds as approved by the Source Water Protection Board on August 1, 2019.

The Agreement shall commence on January 29, 2020 and shall expire upon expenditure of all funds provided herein or on December 31, 2021. There is an option to renew for two (2) additional 24-month periods, contingent upon satisfaction with the work and availability of funds. Any unused amount will remain in the Source Water Protection Fund.

The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds and a copy of the Agreement are attached.

Michelle D. Simmons 1/16/20

Division

David L. Zorn

Department

[Signature]

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

AGREEMENT FOR SOURCE WATER PROTECTION

THIS AGREEMENT FOR SOURCE WATER PROTECTION (“Agreement”) is between the City of Dayton, Ohio (“City”), a municipal corporation in and of the State of Ohio (“City”) and the City of Riverside, Ohio (“Contractor”).

WITNESSETH:

WHEREAS, The City has initiated the Source Water Protection Fund to reduce the risk of ground water contamination within the Source Water Protection Area and Water Resources Area; and,

WHEREAS, Contractor will assist with the environmentally sound development of Services of the Source Water Protection Area and Water Resources Area (WR) land within the City of Riverside; and,

WHEREAS, Contractor is qualified and available to provide the Services to the City

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier. Upon the approval by the Multi-Jurisdictional Source Water Protection Board (“Board”) and the availability of funds, the City and Contractor may mutually agree to extend this Agreement for two (2) additional terms of 24-months.

ARTICLE 2. SERVICES

A. Scope of Services

Contractor shall provide services to reduce the risk of ground water contamination within the Source Water Protection Area. The Contractor shall perform all services provided and outlined in Attachment A, Scope of Services (“Services”), which is attached hereto and incorporated herein.

B. Reporting Requirements

1. By July 27, 2020, Contractor shall submit to the City a summary of the Services provided under this Agreement.
2. By January 25, 2021, Contractor shall submit to the City a final Annual Report of Services provided in 2020.
3. By July 26, 2021, Contractor shall submit to the City a summary of Services provided under this Agreement.
4. By January 24, 2021, Contractor shall submit to the City a final Annual Report of Services provided in 2021.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement by the City shall not exceed ONE HUNDRED EIGHTY-FOUR THOUSAND AND EIGHT DOLLARS AND ZERO CENTS (\$184,008.00). If the City and Contractor mutually agree to extend this Agreement for additional terms as described in ARTICLE 1 of this Agreement, a two (2) percent increase in compensation will be allowed for each year that that Agreement is extended.

The City will make payments in accordance with Attachment B, which is attached hereto and incorporated herein. Contractor shall submit invoices for payment only for Services actually performed

and/or provided. Contractor's invoices shall state the invoice period, total amount requested, and Services provided and/or performed during the invoice period, as required by the Board.

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and the City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

The parties agree to release each other from any and all liability, which may be caused by or arise by the wrongful and/or negligent conduct of the parties' respective employees and agents in the performance of the services, duties, and responsibilities in this Agreement. Notwithstanding, neither party waives any available immunities under law.

ARTICLE 7. INSURANCE

Contractor represents and warrants that it is a self-insured entity. As a result, Contractor shall be solely liable and responsible for any claims against it concerning or relating to the performance of any duties, obligations, or covenants or of this Agreement.

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Document and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

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

ARTICLE 9. TERMINATION

In the event of substantial failure by Contractor in the performance of this Agreement, the City may terminate this Agreement by sending a written termination notice to Contractor. Contractor will have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan to cure that the City in its sole discretion finds acceptable.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10. RECORDS TO BE MAINTAINED

All costs and expenditures pertaining in whole or part to this Agreement for the work and Service performed under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other accounting documents, which shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City all of its records related to this Agreement. Contractor shall also permit the City 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 part to matters covered by this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Contractor shall retain all records pertinent to the expenditures incurred under this Agreement for a period of three (3) years after the termination of all work and services funded under this Agreement. Notwithstanding the above, if there is any action, including without limitation litigation, claims, audits, or negotiations that involves any of the records pertaining to this Agreement that commences prior to the expiration of the three-year period, then Contractor shall retain such records until completion of the action and resolution of all issues, or the expirations of the three-year period, whichever occurs later.

ARTICLE 12. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW

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.

C. COMMUNICATIONS

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

Contractor: City of Riverside
5200 Springfield Street, Suite 100
Riverside, Ohio 45431
Attention: Tamara Ennist

City: City of Dayton, Department of Water

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

G. INDEPENDENT CONTRACTOR

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

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

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

H. 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 written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

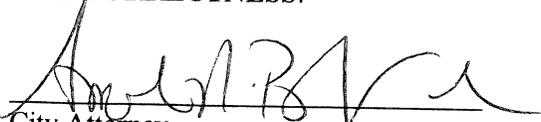
(REMAINDER OF THIS PAGE INTENTIONALY LEFT BLANK.)

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

CITY OF DAYTON, OHIO

City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2019

Min. /Bk _____ Page _____

Clerk of the Commission

CITY OF RIVERSIDE, OHIO

By: 

Title: City Manager

**APPROVED AS TO FORM AND
CORRECTNESS:**



Riverside Law Director

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Project: Source Water Protection Services
Contractor: City of Riverside, Ohio

SCOPE OF SERVICES

The City of Riverside will assist with the environmentally sound development of the Source Water Protection Area (“SWPA”) and Water Resources Area (“WR”) land within the City of Riverside through the administering of the Source Water Protection Program (“SWPP”) requirements relating to but not limited to the following activities:

ECONOMIC DEVELOPMENT

1. Conduct retention and expansion visits with existing and new businesses in the SWPA and WR and ensure that businesses are knowledgeable with SWPP and Riverside requirements.
 - a. Update the PHDMC and Fire Inspector within 30 days of an R&E site visits as necessary to ensure compliance with SWPP and Riverside requirements
 - b. Include R&E visits in Annual report
2. Act as a liaison with, and educate, the commercial real estate community concerning the SWPP and financial incentives for groundwater friendly businesses in the SWPA and the WR. Distribute marketing, financial incentives, and informational materials aimed at retaining and recruiting new groundwater-friendly businesses in the SWPAs and the WR.
 - a. Provide in annual report outlining who, what, when, where, and how the commercial real estate community was contacted and educated.
3. Attend and participate in at least one DEM / Board sponsored financial marketing event per year. For Board-funded projects in the SWPA and the WR, work with residents, businesses, contractors, PHDMC, DEM, and CityWide Development on the project to ensure all conditions on the funding are met. Make presentations as necessary.
 - a. Include activates in annual report
4. Attend and participate in Multi-Jurisdictional Source Water Protection Program meetings.
5. For 2020, support and work with PHDMC and DEM toward the development and enactment of an appropriate Zoning Code which reflects Dayton’s Zoning Code, Water Ordinance and Resolution No. 6125-15.
 - a. Have legislation approval of Riverside Council by November 2020 and include update to Board in Annual Report due to the Board in February 2021.

ZONING & PERMITTING

6. Review permits to determine if a new business applicant is in the SWPA. Ensure compliance relative to zoning/occupancy permit requirements and with SWPP requirements, including but not limited to facilities who have received funding through the Risk Point Buy Down Program.
 - a. Immediately inform PHDMC of new businesses so a SWPP inspection can be coordinated and scheduled.
 - b. Include list of new permitted businesses in annual report.

7. Attend Source Water Protection Board (Board) and Pre-Fund Board meetings. Work cooperatively with PHDMC to provide updates to the Board regarding the status of Board-funded projects in Riverside. Make presentations as necessary.
 - a. Include in annual report.
8. Attend and participate in Multi-Jurisdictional meetings.

INSPECTION

9. Assist Public Health Dayton & Montgomery County (PHDMC) in identification of potential inventory sources in the new SWPAs and the WR once adopted by Riverside. Assist in identifying businesses and uses that are defined as prohibited with respect to the Zoning Ordinance. Maintain an active inventory of business sites and vacant sites located in the SWPA, including property owner and business owner. Inform PHDMC of any changes.
 - a. Include changes in annual report
10. Riverside shall assist the PHDMC in taking steps to correct the non-compliance(s) found. Riverside will ensure that follow up documentation identifying deficiencies are sent to the non-compliant facility. Additional enforcement action will be pursued as necessary.
 - a. Include any enforcement related correspondences/actions in annual report.
11. Inspect existing businesses in the SWPA to determine if businesses are non-compliant relative to zoning/occupancy permit requirements or with SWPP requirements, including but not limited to facilities who have received funding through the Risk Point Buy Down Program.
12. Conduct SWPP compliance visits with existing and new businesses in the SWPA and WR and ensure that businesses are knowledgeable with SWPP and Riverside requirements.
 - a. Update PHDMC within 30 days of existing site visits and inform PHDMC immediately of new businesses so a SWPP inspection can be scheduled.

ADMINISTRATIVE

13. Assist Dayton, Division of Environmental Management (DEM) in obtaining access, including right-of-ways, to property outside the City of Dayton limits in order to install, maintain, and monitor Early Warning Monitoring Wells.
 - a. Provide summary in annual report
14. Maintain an active inventory of business sites and vacant sites located in the SWPA, including property owner and business owner. Inform PHDMC of any changes.
 - a. Provide changes of the list in annual report
15. Provide links to the County's DRG and to DEM's Blue-Gold Certification on Riverside's website.
 - a. Maintain Links on Website, Update links and/or add new links as required
16. Assist and participate in the annual Children's Groundwater Festival.
 - a. Will provide a minimum of one staff member
17. Attend and participate in meetings of the PROGRESS committee and publication of PROGRESS News. Compose an article for a minimum of one (1) issue of the PROGRESS News newsletter.

All the above activities require deliverables to PHDMC, and the Source Water Protection Board (Board), and DEM in the 2020 & 2021 Annual Report¹ (and Annual Summary). **Deliverables are in subsections a-b, above.** A Mid-Year Summary to update on the progress for all deliverables is to be submitted to Board as required in Work Program Deliverable below.

WORK PROGRAM DELIVERABLES

All the above activities require deliverables to PHDMC, and the Source Water Protection Board, and DEM *in the 2020 and 2021 Annual Reports¹ (and Annual Summaries) or in the following time frame:*

DELIVERABLE	RESULTS INCLUDED IN REPORTS
1. Summary report documenting consultation with Real Estate and/or Development Community and on distribution of marketing / financial incentive brochures, guides, and other informational materials	Annual Reports
2. Assist PHDMC in identifying businesses and prohibitions in the new WR and update Business List and Vacant Sites List	Update PHDMC as needed and incorporate into Annual reports
3. Update PHDMC regarding retention, expansion, and compliance visits to existing and new businesses	Update PHDMC within 30 days for existing and immediately of new. Incorporate list of companies into Annual Reports
4. Update efforts in assisting Dayton Dept. of Water in obtaining access for well installation, sampling, and maintenance	Quarterly and Annual Reports
5. List of non-compliant businesses and steps taken to mitigate issues	Include meetings, deficiency notices and compliance status in Annual Report
6. Summary of attendance and participation for Board, Financial Marketing Events, and Multi-Jurisdictional Meetings	Annual Reports
7. <i>PROGRESS News</i> articles	Include article in Annual Reports
8. Summary of participation in Children’s Water Festival	Annual Reports
9. Provide links to the County’s DRG and to DEM’s Blue-Gold Certification on Riverside’s website	First Quarter 2020 and summarize activities in Annual Report. First Quarter 2021 and summarize activities in Annual Report.
10. Provide a mid-year update to Board regarding revision status of Zoning Code	Mid-year updates to Board and End of year summary in Annual Reports

¹Draft Mid-Year Summaries, outlining activities performed through June of 2020 and June 2021 is due at the July Pre-Fund Board Meetings. The final Mid-Year Summaries are due at the 2020 and 2021 August Source Water Protection Board meetings.

Draft Annual Reports are due at the January 2021 and 2022 Pre-Fund Board meetings. The final Annual Reports are due at the February 2021 and 2022 Source Water Protection Board meetings.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Project: Source Water Protection Services
Contractor: City of Riverside

**ESTIMATED BUDGET
2020 Source Water Protection Agreement**

Year 21 – Calendar 2020

Personnel	
Salary and Benefits	\$ 86,093.00
Operating Expenses	
Mileage	\$ 2,000.00
Training	<u>\$ 3,000.00</u>
Total Amount for 2018	\$ 91,093.00

**ESTIMATED BUDGET
2021 Source Water Protection Agreement**

Year 22 – Calendar 2021

Personnel	
Salary and Benefits	\$ 87,915.00
Operating Expenses	
Mileage	\$ 2,000.00
Supplies	<u>\$ 3,000.00</u>
Total Amount for 2019	\$ 92,915.00

If the City and Contractor mutually agree to extend this Agreement for additional terms as described in ARTICLE 1 of this Agreement, a two (2) percent increase in compensation will be allowed for each year that that Agreement is extended.



City Manager's Report

3.

From **2510 - Municipal Court**

Date **January 29, 2020**

Expense Type **Service Agreement**

Total Amount **\$326,836.00(thru 12/31/20)**

Supplier, Vendor, Company, Individual

Name **Moonlight Security**

Address **4977 Northcutt Place
Dayton, OH 45414**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Professional Services	10000-2510-1159-74	\$326,836.00

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

Description

Security Agreement

The Dayton Municipal Court is requesting approval to enter into a Security Agreement with Moonlight Security in the amount of \$326,836.00. This Agreement provides court security and transporting defendants. Since January, 2011 the Court has utilized Moonlight Security for these services.

The Agreement will commence upon execution and expire on December 31, 2020.

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

A Certificate of Funds and a copy of the Security Agreement are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT20-0007

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract X Renewal Contract Change Order:

Contract Start Date	Upon Execution
Expiration Date	12/31/2020
Original Commission Approval	\$ 326,836.00
Initial Encumbrance	\$ 326,836.00
Remaining Commission Approval	\$ -
Original CT/CF	CT19-007
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
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: <u> \$326,836.00 </u> Fund Code <u>10000</u> - <u>2510</u> - <u>1159</u> - <u>74</u> - <u>XXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security

Vendor Address: 4977 Northcutt Place Dayton OH 45414
Street City State Zipcode + 4

Federal ID: 31-1450776

Commodity Code: 96480

Purpose: Provide court security and transporting defendants for the Dayton Municipal Court.

Contact Person: Ann Marie Murray Municipal Court/Court Administrator 1/17/2020
Department/Division Date

Originating Department Director's Signature: *Ann Marie Murray*

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.

 Boon C. Iller
 Finance Director Signature

 Tamara Williams
 CF Prepared by

 01/22/2020
 Date

 01/21/2020
 Date

 CT20-0007
 CF/CT Number

Security Agreement

From

Moonlight
S E C U R I T Y

4977 Northcutt Pl
Dayton, OH 45414
(937)252-1600
moonlightinc@att.net

For

City of Dayton, Ohio
301 W. Third Street Room 365
Dayton, OH 45402

**Service Agreement
FOR
MOONLIGHT SECURITY INC.**

updated 12/2019

This Agreement is made and entered on January 1, 2020 between **MOONLIGHT SECURITY INC.**, 4977 Northcutt Pl. Dayton, Ohio 45414, (hereinafter referred to as **MSI**) and the City of Dayton, Ohio (hereinafter referred to as the **Client**). MSI will provide court security services for the Dayton Municipal Court. In consideration of the mutual promises brought together by MSI and the Client contained herein, the parties hereto agree to the following:

ARTICLE ONE: SERVICES

The Client hereby engages MSI to serve as an independent contractor to provide court security services. MSI agrees to perform the services and furnish all labor, supplies, equipment, and materials as agreed upon by the Client. MSI shall conduct the services in accordance with Articles #2 and #4. The term “service” as used herein means the performance of all duties, services and the provision of all labor, supplies, equipment, and materials as required in Articles # 2 and #4.

ARTICLE TWO: SCOPE OF SERVICES

MSI shall provide seven (7) unarmed officers and one (1) unarmed officer/supervisor for security services. Officers shall be provided for hours of operation Monday – Thursday, Sundays, and some holidays. MSI shall not have less than six (6) officers working Monday – Thursday. MSI shall have at least (3) three additional MSI personnel trained and able to cover court services in the absence of the regularly assigned personnel. MSI shall have the right to select MSI personnel assigned to Court security, however the Client reserves the right to reject or remove MSI personnel whom the Client has determined in good faith to have engaged in improper conduct, to be unqualified, or to otherwise impose a hazard or threat.

The duties of MSI security personnel assigned to court services are stated in detail in ATTACHMENT 1 which is attached hereto and incorporated herein. Services shall be rendered in a professional manner consistent with quality security services, and in a manner that is courteous and polite to the public to the extent possible under the circumstances. All services shall be rendered so as to comply with applicable laws, rules and regulations, including without limitation any rules, guideline, and order promulgated by the Judiciary of the Dayton Municipal Court or its designee.

MSI personnel assigned to court security shall cooperate with the Client’s personnel that have authority to act on behalf of the Judiciary. Such cooperation shall include filing reports of incidents, completing incident reports, attending meeting, and following operational instructions regarding the method or means by which they perform the duties assigned.

All MSI personnel assigned to the Dayton Municipal Court shall exercise sensible judgment and be of good moral character, and be competent, qualified, and properly trained and have the physical agility to perform all duties or tasks associated with the Services in a manner consistent with the highest practices and standards for court security. Prior to assigning MSI personnel to the Dayton Municipal Court, MSI shall perform a thorough background investigation. No one shall be assigned, if any information disclosed in such background investigation reveals a criminal conviction or otherwise indicates that such person, is in any way, might not perform the Services in accordance with the standards applicable under this Agreement. After assignment to the Dayton Municipal, MSI shall conduct subsequent reinvestigations to ensure continued compliance with the standards for service. MSI also shall subject all personnel performing Services under this Agreement to be tested for drugs or other illegal substances prior to their being assigned to the Dayton Municipal Court and shall conduct appropriate drug testing periodically throughout the assignment with the Dayton Municipal Court.

During the term of this Agreement management/ owner of MSI also agree to make periodic announced and unannounced visits to the Dayton Municipal Court to ensure that MSI personnel are in compliance with all requirements relative to the Services of the Agreement and the duties of the court security officer. The management/owner of MSI shall attend at least one (1) management meeting, per quarter, with Client to discuss the performance under this Agreement.

MSI contact person shall be Todd Pultz, Title: VP of Operations

MSI contact person shall be John D Pawelski, Title: President

ARTICLE THREE: UNIFORMS

MSI security personnel will wear a uniform and safety equipment provided by MSI. All MSI security personnel are required to wear a black shirt and pants, with name tag and company insignia. In the event that MSI security personnel is not dressed in the authorized uniform, notification from the Client to MSI is requested. The matter will be corrected, to the Client's satisfaction, immediately and (if necessary) a replacement will be assigned to Client.

ARTICLE FOUR: EQUIPMENT, MATERIALS, SUPPLIES, AND TRAINING

MSI shall furnish at no expense to the client, the uniforms, handcuffs, equipment, supplies, training and other materials used by MSI personnel assigned to Court security. MSI will provide equipment and supplies needed for their employees to perform the duties and functions requested by the Client. Equipment and supplies provided will include, but not be limited to a uniform, badge, handcuffs, paperwork, OC pepper spray, handheld baton, name tag, state issued security ID card, and training.

Client may require specific training offered by the Ohio Supreme Court and/or Ohio Peace Officer Training Academy (OPOTA) to MSI personnel assigned to court security. The Client upon its discretion, may elect to pay for the cost of the training. However, unless otherwise stated in advance of the training, MSI is responsible for any travel, lodging or other costs or expenses incurred by its personnel in connection with the performance of Services under this Agreement and in no event shall the Client be obligated to reimburse MSI for any such costs or expenses. Training Required by Client must be paid for by Client. Transportation and Hotel will be arranged and paid for by MSI. Time spent on training goes to the hours of service.

MSI personal shall not be armed with firearms or other lethal weapons while performing the court security services.

ARTICLE FIVE: SCHEDULED PAYMENTS

The client agrees to pay MSI in exchange for Services a sum of \$326,836 to be paid in twelve (12) monthly payments, for the TERM of one year from the date of this Agreement. The above-mentioned sum is based on MSI providing 310 hours of service per week for a total of 16,120 hours for the year. In the event Moonlight Security exceeds the 16,120 hours for the year, they will consider this a loss and not bill the City of Dayton for the excess hours. If Moonlight Security does not utilize the 16,120 hours for the year, the City of Dayton will be reimbursed for the unused hours. Moonlight Security will be credited by the City of Dayton for 62 hours on holidays in which the court is closed.

MSI agrees to submit invoices based on actual hours worked. Invoices shall be submitted for the entire month and shall be submitted no later than the 5th day after the month being billed. The Invoice shall include the hours billed, the balance of hours remaining in the Agreement and the amount due for the month being billed. Payment terms have been decided on as a 30-day net for each such invoice. A 1.75 % charge per month for invoices not paid within the payment term will be charged.

MSI shall render said services at such times, at such locations, and in such a manner as the Client and MSI shall mutually agree. In order to ensure that the Court operates in a timely and efficient manner the weekly work hours will be based upon the needs of the Court and are subject to change at the Client's request.

Please list the person(s) authorized to make changes to the schedule.

1. Christopher D. Roberts Title: Dayton Municipal Court Judge
2. Ann Marie Murray Title: Dayton Municipal Court Administrator

ARTICLE SIX: TERM

This Agreement is valid from the date it is signed by both MSI and Client or work has started, whichever comes first. If MSI and City of Dayton have not finalized negotiations on a new Agreement by December 31, 2020, the terms of this Agreement will stand until a new Agreement is in effect and signed by MSI and City of Dayton. Either party may end the negotiations with a New Agreement, 10 day written notice, mailed to the other party. Actual dates of service will start when agreed upon by MSI and Client and shall terminate upon Client's request according to Article Ten.

ARTICLE SEVEN: GOVERNING LAW

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

ARTICLE EIGHT: MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those herein. This agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties of this agreement. This agreement can only be modified if MSI and the Client mutually agree, at such time a supplement will be attached and dated as needed.

ARTICLE NINE: TERMINATION

Either party only upon a 90-day notice, in writing, may terminate this agreement. However, the Client may terminate this Agreement effective immediately upon written notice to MSI, if MSI materially breaches this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, MSI does not cure such breach with five (5) days after receipt of written notice of such breach.

The failure to provide seven (7) unarmed officers and one (1) officer/supervisor, for three consecutive days will be considered a material breach. The failure to provide less than six (6) unarmed officers will be considered a material breach.

The Terms and Conditions in Articles Fifteen and Nine, shall survive the expiration or termination of this Agreement.

ARTICLE TEN: COMPLIANCE

MSI agrees to comply with all applicable federal, state, and local laws in the conduct of Services hereunder. MSI accepts full responsibility for payment of all insurance premiums, unemployment compensation, worker's compensation, prevailing wages if applicable, and any and all other taxes or payroll deductions required for MSI and all employees engaged by MSI for the performance of Services authorized by this agreement.

Prior to commencing the Services MSI shall furnish to the Client copies of all licenses, permits

and approvals required by federal, state or local governmental authorities for the performance of the Services by MSI. MSI shall maintain all such licenses, permits or approvals in full force and effect during the Term of this Agreement.

ARTICLE ELEVEN: NON-DISCRIMINATION

MSI does not discriminate against any employee for the reasons of race, sex, color, origin, handicap, age, or nationality. MSI does not participate in any discrimination or segregation against any said individuals, and employees are not permitted to do so within the company. MSI expects the same behavior from all said Clients and their employees.

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 and as if specifically rewritten herein and that failure of MSI to comply therewith shall constitute a breach of this Agreement entitling the City, at its option, to terminate this Agreement.

ARTICLE TWELVE: INSURANCE

MSI is licensed and insured as required by the State of Ohio. The Client may request a copy of such license at any time during the duration of this agreement. MSI provides general liability insurance in the amount of two million dollars (\$ 2,000,000.00). Additional requirements needed must be made in writing and mutually agreed on.

ARTICLE THIRTEEN: DISCIPLINE AND PERFORMANCE

Unless otherwise provided in this Agreement, MSI shall provide and pay all labor, materials, equipment, supplies and training necessary for proper execution and completion of Services MSI shall enforce strict discipline and good order among employees, sub-contractors, and other persons carrying out this Agreement. MSI shall perform all Services in a professional, effective, reasonable manner and all Services shall be of expected quality set forth in this agreement.

In hiring, retaining, compensating or disciplining MSI personnel assigned to court security, MSI shall conform with all laws, rules, regulations, or other legal requirements relative to employment that are imposed by any applicable federal, state or local laws.

ARTICLE FOURTEEN: AGREEMENT CHANGES

MSI realizes that unforeseen circumstances may arise that may cause a need to change this Agreement. No amendment shall be valid or binding upon the parties unless it is reduced to writing, executed by a duly authorized representative for each party, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

ARTICLE FIFTEEN: INDEMNIFICATION

MSI shall defend, indemnify, and hold harmless the Client, its elected officials, officers, agents and employees from and against liability for all claims, losses, damages, and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement, and/or the acts, errors or omissions of MSI and its employees, agents, and contractors.

ARTICLE SIXTEEN: POLITICAL CONTRIBUTIONS

MSI hereby certifies that it complies with Ohio Revised Code §3517.13 regarding political contributions.

ARTICLE SEVENTEEN: SIGNATURES OF AGREEMENT

SIGNATURES HEREON SHALL ACT AS AN AGREEMENT BETWEEN BOTH PARTIES FOR ALL RIGHTS, DUTIES, AND OBLIGATIONS INCURRED BY WAY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, enter into this Agreement as of the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

MOONLIGHT SECURITY, INC.

John D. Pawelski, President

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

ATTACHMENT ONE: SCOPE OF DUTIES

Court Security is responsible for ensuring the safety and protection of all persons and property within the Dayton Municipal Court; preserve peace and control in the courtrooms; maintain physical custody and control of inmates within the courtrooms, holding cells and other court facilities; maintain complete and precise documentation of issues involving security; and make timely delivery of charging document to the proper agencies. The Scope of Duties include, but are not limited to:

1. Provide security to the Dayton Municipal Court in all areas of the building utilized by the court. This would include courtrooms, holding cells, offices, lobbies, hallways, and stairwells.
2. Compile a listing, each day court is in session, of incarcerated individuals that are to be seen by the court.
3. Monitor court activities by video camera.
3. Transport prisoners between Montgomery County Jail (or any facility designated by the court) and Dayton Municipal Court.
4. Escort prisoners to/from holding cells and courtrooms.
5. Conduct regular welfare checks of prisoners while they are in the custody of the court.
6. Monitor interaction between prisoners and their attorneys.
7. Transport and book into jail, defendants that are sentenced directly from court.
8. Facilitate the flow of paperwork between the court, the Dayton Police Department, the prosecutor's office and the Clerk of Courts office.
9. Monitor security cameras and prepare court dockets.
10. Observe and report activities and incidents at assigned courtrooms and other locations.
11. Preserves order and act to enforce rules and directives of the Judiciary or its designee, pertaining to the premises, the general public, and inmates.
12. Ability to use computers.
13. Ability to follow established procedures and policies
14. Work independently or as part of a team to resolve urgent issues, provide clear and concise information while working under minimum supervision.
15. Respond to alarms and/or detect emergency situations.
16. Assist the Court Bailiff's with ensuring the safe and secure conduct of judicial proceeding, transporting and safeguarding inmates.
17. Provides direct supervision of inmates during the judicial proceedings. Completes all daily logs, incident reports and ny other paperwork that is required.
18. Works cooperatively with the Bailiff's Personnel.
19. Attend meeting as requested.



City Manager's Report

From **3420- Water/Water Engineering**

Date **January 29, 2020**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$1,293,510.00 (thru 1/31/23)**

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

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

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Capital Fund	53004-3430-1424-54-WF1914	\$646,755.00
2021 Water Capital Fund	53004-3430-1424-54-WF1914	\$646,755.00

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

Description

2019 WELL RECONSTRUCTION AND REHABILITATION (OPEN MARKET)

The Department of Water requests permission to enter into an Agreement with Moody's of Dayton, Inc., in the amount of \$1,293,510.00 for the 2019 Well Reconstruction and Rehabilitation project. This amount includes the base bid of \$1,077,925.00 and Alternate No. 1 - Contingency Allowance for \$215,585.00 (20% of the base bid). This project consists of providing all labor, equipment, materials and other services necessary to either reconstruct or rehabilitate selected water wells for the City of Dayton, Department of Water. Well reconstruction and well rehabilitation work will be done in both the Mad River and Miami River Well Fields.

Four bids were received for this project on December 12, 2019. After evaluation, Moody's of Dayton, Inc.'s bid was the lowest. The estimated cost for the project (including Alternate No. 1 – Contingency Allowance) was \$1,425,000.00. The time for contract completion is 730 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is January 31, 2023.

A Certificate of Funds for the initial encumbrance amount of \$646,755.00, Tabulation of Bids, Human Relations Council's verification letter, and the Bid Form from the firm recommended for award are attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

for City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CT20-2520

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order:

Contract Start Date	1/29/2020
Expiration Date	1/31/2023
Original Commission Approval	\$ 1,293,510.00
Initial Encumbrance	\$ 646,755.00
Remaining Commission Approval	\$ 646,755.00
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> \$646,755.00 </u> Fund Code <u>53004 - 3430 - 1424 - 54 - WF1914 -</u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> Fund Code <u> </u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>
Amount: <u> </u> Fund Code <u> </u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: <u> </u> Fund Code <u> </u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: Moody's of Dayton, Inc.

Vendor Address: 4359 Infirmiry Rd. Miamisburg, Ohio 45342

Street City State Zipcode + 4

Federal ID: 31-0641203

Commodity Code: 96896

Purpose: Award of Contract for 2019 Well Reconstruction and Rehabilitation

Contact Person: Lisa Burton-Yates Water/Water Engineering 1/16/2020

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

Louise Williams
 CF Prepared by

01/21/2020
 Date

01/21/2020
 Date

CT20-2520
 CF/CT Number

1/21/2020

DAYTON, OHIO
 DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:

2019 Well Reconstruction and
 Rehabilitation (OPEN MARKET)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>December 12, 2019</u>	<u>\$1,425,000.00</u>	<u>730 Calendar Days</u>

Bidders	Actual Amount¹ of Bid	Adjustment for Work Days	Adjustment for Comparison Purposes Only
*Moody's of Dayton	\$1,293,510.00	\$0.00	\$1,293,510.00
National Water Services	\$1,654,632.00	\$0.00	\$1,654,632.00
HAD Inc.	\$1,673,472.00	\$0.00	\$1,673,472.00
Layne Christianson	\$3,294,720.00	\$0.00	\$3,294,720.00

*** RECOMMENDED FOR AWARD**

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

MEMORANDUM



January 14, 2020

TO: Nick Dailey, Senior Engineer
Department of Water, Division of Water Reclamation

FROM: Chrisondra Goodwine, Contract Compliance,
Human Relations Council (HRC)

SUBJECT: 2019 Well Reconstruction & Rehabilitation (Open Market)

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

Contract compliance will include meeting minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1405.

PRIME CONTRACTOR
Moody's of Dayton

AMOUNT OF BASE BID
\$1,077,925.00

CAG

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 2019 Well Reconstruction
and Rehabilitation

Bidder Moody's of Dayton, Inc.
4359 Infirmary Rd.
Miamisburg OH 45342

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
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TASK 1 – WELL RECONSTRUCTION

The quantities for the bid items listed below are approximate averages for Reconstructing one well.

1-1	Mobilization & Demobilization	1	Lump Sum	<u>5,000⁻</u>	<u>5,000⁻</u>
1-2	Well Screen and Casing Removal, 0-100 feet deep	60	L.F.	<u>1,500⁻</u>	<u>90,000⁻</u>
1-3	Well Screen and Casing Removal, 101-200 feet deep	45	L.F.	<u>30⁻</u>	<u>1,350⁻</u>
1-4	Well Liner Removal	105	L.F.	<u>20⁻</u>	<u>2,100⁻</u>
1-5	Furnish 26" Well Casing	60	L.F.	<u>100⁻</u>	<u>6,000⁻</u>
1-6	Furnish and Install 26" Well Screen, Furnish and Install 4" steel filler pipe, furnsh 4" steel caps.	40	L.F.	<u>350⁻</u>	<u>14,000⁻</u>
1-7	Drilling & Installing 26" Inner Casing & Screen, includes installing the 3" stainless steel screen, the 3" steel pipe, the gravel pack and the 4" steel filler pipe	100	L.F.	<u>80⁻</u>	<u>8,000⁻</u>
1-8	Developing by Surge Block & Pumping 40"x26" Well	80	Hour	<u>250⁻</u>	<u>20,000⁻</u>
1-9	Test Pumping 40"x26" Well at 2,500 GPM	24	Hour	<u>300⁻</u>	<u>7,200⁻</u>
1-10	Recovery Time - 2 Hours per Well	2	Hour	<u>100⁻</u>	<u>200⁻</u>

COST FOR RECONSTRUCTING "AVERAGE" WELL

153,850⁻

times (X) 4

SUB-TOTAL COST FOR RECONSTRUCTING 4 "AVERAGE" WELLS

615,400⁻

Moody's of Dayton Inc

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
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TASK 2 – WELL REHABILITATION

The quantities for the bid items listed below are approximate averages for Rehabilitating one well.

2-1	Mobilization & Demobilization	1	Lump Sum	<u>2,000⁻</u>	<u>2,000⁻</u>
2-2	Well Step Drawdown Test, includes Installation of Temporary Pump	2	Each	<u>2,000⁻</u>	<u>4,000⁻</u>
2-3	Surging Work	80	Crew Hours	<u>240⁻</u>	<u>19,200⁻</u>
2-4	Chemical-Inhibited Muriatic Acid	1000	Gallon	<u>5⁻</u>	<u>5,000⁻</u>
2-5	Chemical-Chlorine	100	Gallon	<u>5⁻</u>	<u>500⁻</u>
2-6	Chemical-Chlorine Neutralizer	25	Gallon	<u>5⁻</u>	<u>125⁻</u>
2-7	Wetting Agent/Sequestrant	2	Gallon	<u>5⁻</u>	<u>10⁻</u>

COST FOR REHABILITATING "AVERAGE" WELL

30,835⁻

times (X) 15

SUB-TOTAL COST FOR REHABILITATING 15 "AVERAGE" WELLS

462,525⁻

TOTAL BASE BID

\$ 1,097,925⁻

Moody's of Dayton Inc

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.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance	1	LUMP	<u>215,585</u>	<u>215,585</u>
TOTAL ALTERNATE NO. 1				\$	<u>215,585</u>

UNIT PRICES FOR POTENTIAL WORK ITEMS (for informational purposes)

The Contractor shall provide unit prices for the work items listed below. These work items are not typical for Well Reconstruction work but may be needed on occasion. These work items shall be performed as directed by the Engineer in the field and shall be paid for out of the Contingency Allowance.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
P-1	Removal of concrete/steel pier, pump base & discharge piping	1	Each	<u>15,000</u>	<u>15,000</u>
P-2	Video Inspection	2	Each	<u>1,000</u>	<u>2,000</u>
P-3	Furnishing 26" Well Casing, 304 Stainless Steel	60	L.F.	<u>1,200</u>	<u>72,000</u>
P-4	Bailing-Sand Removal as Required	16	Man Hours	<u>240</u>	<u>3,840</u>
P-5	Concrete Plug Replacement as Required	1	Each	<u>1000</u>	<u>1,000</u>

Moody's of Dayton Inc 3c

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.

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>200,000</u>	\$ <u>897,925</u>	\$ <u>1,097,925</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>215,585</u>	\$ <u>215,585</u>

The time of completion fixed by the City is 730 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."

<u>NAME</u>	<u>ADDRESS</u>
<u>NONE OTHER THAN BIDDER</u>	

Moody's of Dayton Inc.

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

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

Fax

E-mail

Federal I.D.#

Dated this

11

day of

December, 2020

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 \$ 10% of the Total Amount Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of 10% of the Total Amount 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 awarded to the bidder, Moody's of Dayton, Inc.

 named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached 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 5th day of December, 2019.

Moody's of Dayton, Inc.
John T. Wagner
Bidder

Harco National Insurance Company
Deborah L. Williams
Surety

Huntington Insurance
Name of Insurance Agency

37 W Broad Street 7th Floor, Columbus, OH 43215
Address of Insurance Agency

Telephone 614-899-8560 FAX 877-298-5061

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # To Be Assigned, If Awarded

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JULIEANN JOHNSTON, DEBORAH L. WILLIAMS, MICHAEL WARD, DENISE NELSON, STEPHANIE A. MCQUILLEN, CATHY VANSOVICH

Columbus, OH

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

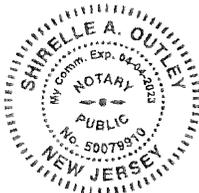
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **December 5th 2018**

A00210

Irene Martins, Assistant Secretary

Harco National Insurance Company and Affiliates Pool

702 Oberlin Road, Raleigh, North Carolina 27605
Statement of Assets, Liabilities, Surplus and Other Funds
As of December 31, 2018

ASSETS

Bonds	\$ 470,138,260
Preferred Stocks	76,049,555
Common Stocks	891,402,162
Cash and Short Term Investments	52,273,294
Other Invested Assets	21,476,183
Uncollected Premiums and Agents' Balances in the Course of Collection	159,906,521
Deferred Premiums, Agents Balances & Installments booked	108,679,441
Reinsurance Balances Recoverable	70,581,520
Current Federal & Foreign Income Tax Recoverable & Interest	5,587,079
Investment Income Due and Accrued	7,001,147
Other Assets	610,865
Total Assets	\$ 1,863,706,027

LIABILITIES, SURPLUS & OTHER FUNDS

Reserves for Losses and Loss Adjustment Expenses	\$ 583,031,214
Reinsurance payable on paid losses & loss adjustment expense	5,941,983
Commissions Payable, Contingent Commissions & Other Similar Charges	28,909,805
Other Expenses (Excluding Taxes, Licenses and Fees)	10,446,018
Taxes, Licenses & Fees (Excluding Federal Income Tax)	7,741,957
Net Deferred Tax Liability	18,657,956
Unearned and Advanced Premiums	361,900,470
Ceded Reinsurance Premiums Payable	125,800,010
Funds Held for Account of Others	28,301,613
Other Liabilities	24,355,888
Total Liabilities	1,195,086,914
Common Capital Stock	16,100,004
Gross Paid-in & Contributed Surplus	334,193,860
Unassigned Funds (Surplus)	318,325,249
Surplus as Regards Policyholders	668,619,113
Total Liabilities, Surplus & Other Funds	\$ 1,863,706,027

I David G. Pirrung, attest that I am the duly appointed President of: Harco National Insurance Company ("Harco"); Commercial Alliance Insurance Company; Transguard Insurance Company of America, Inc.; Occidental Fire & Casualty Company of North Carolina; Wilshire Insurance Company; Acceptance Indemnity Insurance Company and Acceptance Casualty Insurance Company, which are all members of a Reinsurance Pooling Agreement, whereby Harco is the "Pool Leader" and all other companies previously listed are "Pool Members" (the Pool Leader and Pool Members are collectively referred to as the ("Pool").

I further attest that the attached statutory-basis statement of assets, liabilities, surplus and other funds was compiled from the annual statements, with appropriate eliminations, of each company within the Pool as they were filed with the respective state departments of insurance and National Association of Insurance Commissioners.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of Harco, this 18th day of March, 2019.

Harco National Insurance Company



David G. Pirrung, President

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



Certificate of Compliance

Issued 08/23/2019

Effective 04/02/2019

Expires 04/01/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

HARCO NATIONAL INSURANCE COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines	Private Passenger Auto - Liability
Boiler & Machinery	Private Passenger Auto - No Fault
Burglary & Theft	Private Passenger Auto - Physical Damage
Commercial Auto - Liability	Surety
Commercial Auto - No Fault	Workers Compensation
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	
Ocean Marine	
Other Liability	

HARCO NATIONAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$524,557,314, liabilities in the amount of \$370,002,896, and surplus of at least \$154,554,418.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Jillian Froment



**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)

Moodys 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 11 day of December, 2020



Amy B. Dyer
NOTARY PUBLIC

John T. Wagner
SIGNED
President
TITLE

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 11 day of Dec., 2020



Amy L. Winningham
Notary Public

AMY L WINNINGHAM, Notary Public
in and for the State of Ohio
My Commission Expires Dec. 4, 2021

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, John Wagner hereby certify that _____
(print name -- an Officer of the company)

Moodys 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
- Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services
- 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: 12/11/19

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.

<u>Health Insurance</u>	<u>sick</u>
<u>Life Insurance</u>	<u>Training</u>
<u>401K</u>	<u>Dental</u>
<u>Bonus</u>	
<u>Vacation</u>	
<u>Holiday</u>	

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.

<u>None</u>	

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

<u>None</u>	

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.

NONE

E. Provide a complete listing of any determinations of the bidder's violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

NONE

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:

2019 Well Reconstruction and Rehabilitation

(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.

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

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: 2019 Well Reconstruction & Rehabilitation Miami/Mad River Wellfield
NAME LOCATION

During the performance of this contract:

Moodys of Dayton Inc. 4359 Infirmary Rd. Miamisburg 937-859-4522 Fax
CONTRACTOR ADDRESS TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 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.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program 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 Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%
	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 Economic Area 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 Affirmative Action Program.

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 Economic Area 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 (HRC) 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 Economic Area 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 Economic Area.
- 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 any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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. (Contractor)
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 this Affirmative Action Program. 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 Preble) subject to this Affirmative Action Program; 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 Affirmative Action Program.

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**

ADDENDUM NO. 3

**2019 WELL RECONSTRUCTION AND REHABILITATION
(OPEN MARKET)**

December 9, 2019

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the specifications. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No. 3 includes:

- This page: AD3-1
- Clarification
- Well Logs

Clarification:

- a. The specs Section 2.03-Construction, Item H, fourth line states, Acceptance of the replacement well shall be based on well production of a minimum of 1600 GPM. This is a stated guarantee. What is the penalty/outcome if a reconstructed well does not yield 1600 gpm?

The City will accept at least 75% of original production as a term of final acceptance. If the goal is not met, the contractor should be required to abandon the well at their cost.

- b. The site walk showed two main wells that are being reconstructed. These are Mad River Well 7, and Miami River Well 20. Can the City provide as built drawings or well construction details of these wells so bidders have a more accurate account of what work is required to meet the project objectives?

See attached

- c. Does this job require a contract bond or just the bid bond? Is there a penalty clause if the job is not completed by a certain date? If so, what would the penalty be.

A bid bond is required at the time of a bid; a contract bond would be required at the time the contract is signed.

See the City of Dayton Construction and Material Specifications for details on completion time and penalties.

Depth (ft.)	Well Diagram	Description of Material	Log	CITY OF DAYTON, OHIO	WATER WELL DATA	
16		Top soil		Well No. 7 Location Mad River Well Field Driller Layne Ohio Company Equipment Derrick and Horst Date Started November 3 1925 Completed November 10 1925		
20		Coarse sand and gravel		CONSTRUCTION DETAILS		
28				Type of Well Gravel wall Method Barlin		
38				Outside Casing: I. D. 56 in. Length 16 ft. Thickness 3/8 in. Material Steel Connections Riveted		
40				Inside Casing: I. D. 38 in. Length 43.6 ft. Thickness 3/8 in. Material Steel Connections Riveted		
48				Screen: Type Lavne shutter I. D. 38 in. Length 20 ft. Openings 0.205 in. Material Armco iron		
50				Bottom Fitting 38" x 48" cone Top Fitting 5" band		
52				Gravel: Size No. 4 Quantity Approximately 30 tons		
54				Well Development: Method Surging Equipment Surze block		
56				PUMPING TEST		
60	Date Nov. 15, 1967 Static W. L. 30.7 Time 9:30 A. M. Flow 1950 gpm Length of Test 1.0 hours Min. pumping level 55.7 ft. Max. drawdown 25.0 ft. Specific capacity 77.9 gpm/ft. Stabilized Yes Transmissibility - spd/ft. Storage Coefficient - Well efficiency 70 % Wire-to-Water eff. 65 %					
64	WATER ANALYSIS					
68	Date of Sample Nov. 15 1967 Date of Analysis Nov. 15 1967 Pumping 0.33 hrs. @ 1950 gpm Appearance Clear Water Temperature 15°C. Air Temperature -1.5°C. Specific Conductance 560 micromhos-cm @ 25°C. Total Diss. Solids 364 mg/l Calcium 198 mg/l Total Hardness 338 mg/l Iron, Fe Tr. mg/l Alkalinity 232 mg/l Manganese, Mn 0.02 mg/l Non-Carb. Hard. 108 mg/l Chloride, Cl 32 mg/l CO ₂ 11 mg/l Sulfate, SO ₄ 93 mg/l Dissolved Oxygen mg/l H ₂ S - mg/l pH 7.7 pHs 7.5 pH - pHs + 0.2 *As CaCO ₃					
72	PERMANENT PUMPING EQUIPMENT					
76	Pump Layne No. 20805 Capacity 2000 gpm TDH 70 ft. Motor U. S. 50 HP @ 1200 RPM Material: Impellers Bronze Bowls Cast iron Impeller No. 10RK175 Number of Stages 1					
80		Column: Length 40 ft. ID 10 in. OD 10-3/4 in. Material Steel Threaded or flange Flange				
84		Shaft: Lubrication Oil Material Carbon steel Diam. 1-1/2 in. OD Oil Tube 2-1/2 in. Material Steel				
88		Suction Pipe Yes ID 12 in. OD 12-3/4 in. Length 15 ft. Material Steel				
92		Length of Air Line 55 ft.				
96		REMARKS				
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ADDENDUM NO. 2

2019 WELL RECONSTRUCTION AND REHABILITATION
(OPEN MARKET)

TO ALL BIDDERS:

This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Bid Forms" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Forms and return to the City.

A. **REVISION:** Change in the bid date, which has been extended:

Sealed bids will be received by the Director of Public Works of the city of Dayton, State of Ohio, until 12:00 Noon (Local Dayton time) **THURSDAY, DECEMBER 12, 2019.**

END OF ADDENDUM NO. 2

November 27, 2019
Keith Steeber, Acting Division Manager
Department of Public Works

Addendum No. 2 (11/27/19)

ADDENDUM NO. 1
November 26, 2019
2019 WELL RECONSTRUCTION AND REHABILITATION
OPEN MARKET

TO ALL BIDDERS:

This addendum, including all articles and corrections listed below, shall be taken into account in preparing the Bid and shall become part of the Contract.

ITEM NO. 1

The attached pages shall replace the first page of the existing Invitation to Bid and the first page of the Instructions. These documents have been modified to update the location of the Bid Opening and make bidders aware of the accessibility issues for those with special needs in delivering a bid to the bid box.

November 26, 2019
Keith Steeber
City Engineer, Department of Public Works
Page 1



City Manager's Report

5.

From **2510 - Municipal Court**

Date **January 29, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$84,560.00 thru 12/31/20**

Name **Alcohol, Drug Addiction & Mental Health Services**

Address **409 E. Monument Avenue
Dayton, OH 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Operation	10000-2510-22606-74	\$ 15,000.00
Specialized Probation Officer	22114-2510-22606-74	\$ 69,560.00

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

Description

Service Agreement

The Dayton Municipal Court requests approval to enter into a Service Agreement with the Montgomery County Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board in the amount of \$84,560.00. This Agreement provides funding for psychological services provided to probationers, and a portion of salary and benefits for a specialized probation officer assigned to the Dayton Regional Mental Health Court.

The Court has received funding from the ADAMHS Board since 2008.

Term of this Agreement will commence upon execution and expire on December 31, 2020.

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

Attached are two Certificate of Revenues and a copy of the Service Agreement.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Alcohol, Drug Addiction and Mental Health Services Board (ADAMHS)
Address 409 E. Monument Ave.
City Dayton State Ohio Zip+4 45402 -
Customer # @00003795 Address Location # 01
Federal ID# 31-6060172

Revenue Information: Fund 10000 Orgn 2510 Rev 22606 Prog 74 Actv

Contract Information: Contract Start Date 1/01/2020 Contract Expiration Date 12/31/2020

Billing Information: Rate: See below Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing) \$15,000.00
Other (explain)
Rate Change Date Rate Change Amount

Description of Services (wording on invoice): *provide funding for psychological services provided to probationers conducted by (Vendor) Dr. Stephen McConnell.*

Departmental Approval *Ann Marie Murray*

TO BE COMPLETED BY FINANCE

City Reference Number 11-3795-1 Auditor *Sabrina Jones* Date 1/21/2020

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 *Bryon C. Hill* 01/21/2020

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Alcohol, Drug Addiction and Mental Health Services Board (ADAMHS)

Address 409 E. Monument Ave.

City Dayton State Ohio Zip+4 45402 -

Customer # @00003795 Address Location # 01

Federal ID# 31-6060172

Revenue Information: Fund 22114 Org 2510 Rev 22606 Prog 74 Actv

Contract Information: Contract Start Date 1/01/2020 Contract Expiration Date 12/31/2020

Billing Information: Rate: See below Arrears Pre-bill

Monthly (1st month of billing)

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing) \$69,560.00

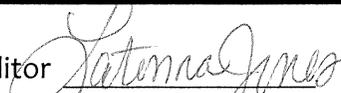
Other (explain)

Rate Change Date Rate Change Amount

Description of Services (wording on invoice): provide funding for a Specialized Probation Officer assigned to the Dayton Regional Mental Health Court.

Departmental Approval 

TO BE COMPLETED BY FINANCE

City Reference Number 11-3795-2 Auditor  Date 1/21/2020

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.

for Director of Finance  01/21/2020



AGREEMENT

BOARD RESOLUTION #19-082

APPROVED AMOUNT: \$84,560

Between

**MONTGOMERY COUNTY ALCOHOL, DRUG ADDICTION, AND
MENTAL HEALTH SERVICES BOARD**

And

DAYTON MUNICIPAL COURT

CY2020

**NOVEMBER 20, 2019
MONTGOMERY COUNTY ADAMHS BOARD
409 E. MONUMENT AVE. STE. 102, DAYTON, OHIO 45402**

AGREEMENT

This Agreement, dated this ___ day of _____, 2020 is made and entered into in Dayton, Montgomery County, Ohio between the Montgomery County Alcohol, Drug Addiction and Mental Health Services Board, located at 409 E. Monument Avenue, Ste. 102, Dayton, Ohio 45402 hereinafter referred to as (“Board”), and Dayton Municipal Court, located at 301 West Third Street, Dayton, Ohio 45402 hereinafter referred to as (“Agency”). In consideration of the mutual covenants and Agreements contained herein, the parties hereto agree as follows:

TERMS OF AGREEMENT

I. Term:

The term of this Agreement shall commence on the 1st day of January 2020 and shall conclude on the 31st day of December 2020, unless sooner terminated as hereinafter provided.

II. Payment for Services:

Board shall allocate up to a maximum amount of Eighty-Four Thousand Five Hundred Sixty Dollars and Zero Cents (\$84,560.00) for the purposes of funding the services or programs as described in Attachment 1. Any employee of the Agency, City, Provider, etc., who handles or is responsible for the handling of funds from Board shall be bonded by a reputable fidelity insurance carrier.

III. Delivery of Services:

Agency agrees to carry on the program(s) in a prompt and diligent manner so as to ensure the uninterrupted delivery of services. Furthermore, Agency agrees that it will deliver the services in a skillful, professional and expeditious manner. All services will be provided with a sufficient number of properly trained employees, with the proper equipment, facilities, supplies and all other things necessary to ensure the uniform, efficient and skillful delivery of services, in an accountable manner, which will enable Agency to accomplish the Program in conformity with Attachment 1.

IV. Confidentiality of Consumer Information & HIPAA Compliance:

Agency agrees that any consumer protected health information that it receives or generates shall be treated in such a manner as to assure confidentiality. Agency further agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other applicable or superseding federal or state regulations adopted in furtherance of maintaining privacy of protected health information.

Dayton Municipal Court
Board Resolution #19-082

The parties shall cooperate in implementing requirements imposed upon them by HIPAA. Each party shall take necessary reasonable steps to comply with HIPAA requirements, including the following:

1. If one of the parties agrees to use or disclose protected health information on behalf of the other party, both parties will enter into a business associate agreement prior to such use or disclosure. The elements of such agreements shall conform to HIPAA requirements.

Upon request of Board, the Agency shall distribute Board's HIPAA notice to consumers who have received or will receive services funded through Board to Agency.

2. The parties shall cooperate in determining how information that will be transmitted will conform with requirements related to electronic data interchange ("EDI"). If necessary, the parties will enter into a Trading Partner Agreement, which defines the duties of the parties for EDI transmissions.

The parties shall cooperate in assessing joint security issues in order to allow the parties to conform to security requirements. If necessary, the parties will enter into appropriate agreements in accordance with HIPAA requirements, which will address joint security issues.

V. Subcontracting:

Agency shall not subcontract for any part of its Program without the written consent of Board. Board agrees that any consent shall not be unreasonably withheld.

In the event of any such subcontract, the Agreement shall be in writing and shall have the consent of Board endorsed thereon. Any subcontract shall incorporate the Agency's contract with Board by reference and have a copy attached thereto as an exhibit.

Agency shall advise any subcontractor of the policies and procedures of Board and call its attention to the fact that the terms of this contract require cooperation with other Agencies of Board as well as with other Agencies of the City, County, and District to assure coordination of all programs and services in meeting the need of the community, to prevent duplication of services and to promote a high standard of service, efficiency and economy.

Agency agrees to cooperate with Board's designated agencies to carry out the statutory duties and responsibilities imposed upon Board by R.C. 340 and R.C. 3793.

VI. Assignment of Monies Due:

The Agency's claim for monies due hereunder is non-assignable except with the written consent of Board. Any assignment of monies due hereunder which was made without such consent is void and the assignee in such case shall not acquire any rights against Board.

VII. Non-Discrimination:

Agency shall not discriminate in its provision of services to persons under this Agreement on the basis of race, color, sex, creed, sexual orientation, religion, national origin, HIV status, inability to pay, or disability. Agency shall render services to such persons in the same manner, in accordance with the same standards, and within the same time availability as offered to all persons.

VIII. Verification and Inspection:

Agency shall, if requested by Board, permit the Executive Director of Board, or his/her designee, access to the premises upon which the program is being carried out, during normal business hours, and promptly furnish to Board any books, records, reports or any other data which may be necessary, in the opinion of the Executive Director or Board, to assure Board of the proper implementation of the Program.

IX. Acceptance of The Program:

No partial payment made under this Agreement shall be conclusive evidence of Board's approval of the services rendered by the Agency, in whole or in part.

X. Improper Expenditure:

Agency shall not use any funds allocated to it by Board for any purpose that does not appear in the application for funding. No part of these funds (federal, state, or local levy) shall be used for partisan political purposes of any kind by any person or Agency involved in the administration of the Programs under this Agreement.

It is further agreed that in the event that Board determines that Agency has made an improper expenditure, Agency shall, upon demand therefore by Board, immediately replace the funds improperly spent. In the event that the funds are not immediately replaced, Board may reduce any remaining allocations to the Agency by an amount equal to the expenditure and any such action taken by Board shall not be deemed as a waiver of any other remedy available to Board by the terms of this Agreement. Board's determination that expenditure is improper shall be conclusive as long as it is consistent with the Rules of the Department, Board's Policies, the State and County Auditor's Rules and Regulations, and State and Federal Law, Rules and Regulations.

XI. Compensation of Agency Employees:

It is expressly understood that employees of Agency are not employees of Board or of the State of Ohio.

XII. Fiscal Accountability:

Agency agrees that all funds, which it receives hereunder, shall be subject to both a financial and a compliance audit. Agency's auditor shall provide a copy of its audit of the Agency directly to Board. Agency hereby waives any privilege or confidentiality, and should Board request, Agency's auditor shall meet with the Executive Director of Board, or his/her designee, for the purpose of discussing the results of the audit.

The Executive Director of Board will meet with the auditor upon the completion of the audit for the purpose of receiving and reviewing the audit report. Agency agrees to make such modifications to its financial records and record-keeping process as may be recommended by the auditor and thereafter required by Board.

XIII. Equal Opportunity:

Agency agrees to comply with the Equal Opportunity Act and the guidelines and directives promulgated by the Departments if any, in the recruitment and/or employment of all Agency personnel or consultants; the Agency agreeing that it will not discriminate against any applicant for employment, employees or consultants because of race, religion, color, sex, age, sexual orientation, disability, national origin or HIV status. Agency further agrees to create and maintain personnel policies and practices consistent with the intent of this paragraph that will prohibit discrimination in employment and to adopt and maintain a written Affirmative Action Plan.

XIV. Agreement to Perform:

The parties, for themselves, their successors and assigns, do hereby agree to the full performance of the covenants herein contained.

XV. Notices:

Any notice required to be given by either party hereto, to the other, by the terms hereof, must either be served upon the Executive Director or in the Executive Director's absence, upon the person in charge, personally, or be sent to the other party by certified or registered mail, postage prepaid, at its last known address or such other address as either party may hereafter designate by written notice.

XVI. Claims Made by Either Party Against the Other:

If either Agency, or Board believes it has a claim of any nature whatsoever against the other, it shall give the other party written notice of the amount and nature of such claim within fifteen (15) days, (or such other time limit as may otherwise be expressly set forth in Agreement) of the occurrence of the event upon which such claim is based, or within fifteen (15) days of receipt of actual notice.

XVII. Applicable Law:

The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, or construction of this Agreement or breach thereof.

XVIII. Unused Allocation:

The balance of Board's allocation to Agency as specified previously in this Agreement, which has not been accrued or expended at the conclusion of this Agreement as stated in paragraph 1, shall be reconciled by Agency and returned to Board.

XIX. Settlement of Accounts:

Agency agrees that within forty-five (45) days of the conclusion of the term of this Agreement, whether by termination notice from Board or by the expiration of the term, it will return to Board any funds which have been advanced to it but which remain unearned.

XX. Amendment:

Agency and Board both agree that this Agreement shall only be modified in writing, signed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dayton Municipal Court
Board Resolution #19-082

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF DAYTON

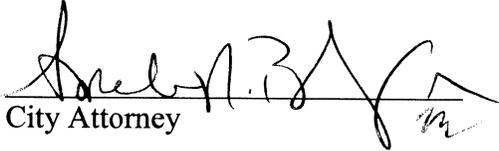
**MONTGOMERY COUNTY ALCOHOL,
DRUG ADDICTION & MENTAL HEALTH
SERVICES BOARD**

Shelley Dickstein,
City Manager

Helen E. Jones-Kelley,
Executive Director

**APPROVED AS TO FORM
AND CORRECTNESS:**

APPROVED AS TO FORM:



City Attorney

Beverly Stewart, Legal Counsel,
Montgomery County ADAMHS

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

_____, 2020

Min. Book _____ Page _____

Clerk of the Commission

ALLOCATIONS 2020 OhioMHAS Awards Attachment 1

Allocations published after initial release

Updated 9/13/2019

Funding Type	State													Federal						Grand Total								
Funding Source	GRF													3360		3360		3360		Added 8/15 GRF	Added 8/15 GRF	Added 8/15 GRF	Added 9/13 BTZD	Added 9/13 BTZD	Added 9/13 GRF			
Funding Source Name	Prevention & Wellness			Continuum of Care Services				Criminal Justice Services						PROB.CASINO GAMBLING/ADDICTION		Substance Abuse Block Grant		Substance Abuse Block Grant		Mental Health Block Grant		Recovery Housing	Criminal Justice Services	Specialized Docket Support	ADAMH Boards	ADAMH Boards	Continuum of Care	
ALI	336406			336421				336422						336629		336618		336618		336614		336424	336422	336428	336643	336643	336421	
Program Number	4253C			4221C				4222C		4224C		4224N		4224Q		4254C		4253C		4221C		4221N	4224P	4224E	4221Q	4221C	4221C	4221C
Program Name	Prevention Services			Community Investments				Community Medication Methods	Forensic Centers	Criminal Justice Innovations	Forensic Monitoring	Gambling Addiction/Prevention	Prevention Services	Community Investments	Community Investments	Recovery Housing	Addiction Tx Program	Drug Courts	Crisis Services	Community Investments	Community Investments							
Project Area	Primary Prevention Board Alloc	Prevention Services Earmark to EBP	MH Comm Invest Board Alloc	SUD Comm Invest Board Alloc	Both Comm Invest Board Alloc	SUD Comm Invest Board Alloc	MH Criminal Justice Board Alloc	BHCJ Linkage	MH Criminal Justice Board Alloc	SUD Gambling Addcn Prev Alloc	Primary Prevention Board Alloc	SUD Comm Invest Board Alloc	MH Comm Invest Board Alloc	Recovery Housing	Addiction Tx Program	Specialized Docket Payroll Subsidy Project	Crisis Services Flexible Funds	Additional Community Investment	Additional Community Investment									
Allen	\$ 13,740	\$ 24,800	\$ 1,829,160	\$ 84,580	\$ 238,062			\$ 83,333	\$ 4,866	\$ 59,929	\$ 165,125	\$ 484,927	\$ 117,813	45,900	110,000	250,000	98,953	159,235	43,466	3,813,889								
Ashtabula	3,965	24,800	1,079,975	24,531	68,626			150,000	3,687	17,382	71,899	146,341	32,973	45,900		54,566	52,758	14,489	1,791,912									
Ashland	7,554	24,800	382,634	46,500	131,077		183,653	90,000	7,561	32,947	63,161	136,873	76,163	45,900		65,000	69,953	55,004	14,489	1,433,268								
Athens	8,037	24,800	405,536	49,478	138,923			100,000	9,246	35,057	75,441	136,950	84,526	45,900	25,000	130,000	73,417	155,509	43,466	1,541,285								
Belmont	7,520	24,800	1,278,268	46,290	130,314				4,192	32,799	72,802	219,502	74,505	45,900		80,000	69,992	154,951	43,466	2,284,901								
Brown	3,340	24,800	460,517	20,557	57,916				3,518	14,566	32,784	91,151	34,951	45,900			50,998	52,238	14,489	907,725								
Butler	27,885	24,800	230,302	171,658	475,418			150,000	13,792	121,628	343,813	1,005,022	219,627	45,900		100,000	170,151	69,632	14,489	3,184,116								
Clark	25,873	24,800	1,066,696	159,271	443,404			129,300	14,803	112,852	236,965	552,710	219,266	45,900	75,000	30,000	157,706	167,812	43,466	3,505,824								
Clermont	14,980	24,800	1,640,775	92,217	254,883			83,333	6,887	65,340	130,918	229,077	134,448	45,900		60,000	107,928	60,548	14,489	2,966,522								
Columbiana	8,014	24,800	563,129	49,334	139,270				6,381	34,956	111,918	150,410	81,912	45,900			71,772	55,270	14,489	1,512,554								
Cuyahoga	95,195	24,800	405,524	586,004	1,653,201	34,765	122,000	83,333	72,406	415,215	1,382,871	3,509,071	839,814	45,900	45,000	290,000	473,149	113,848	14,489	10,486,584								
Defiance	11,042	24,800	1,074,421	67,974	190,606			150,000	4,360	48,163	106,190	329,241	88,139	45,900	30,000	50,000	86,426	207,407	57,955	2,572,623								
Delaware	16,253	24,800	518,505	100,052	269,964			83,333	8,739	70,892	181,057	237,526	107,490	45,900		90,000	120,053	112,313	28,977	2,015,854								
Erie	8,859	24,800	966,204	54,536	153,045			83,333	5,371	38,642	85,591	254,038	70,530	45,900	25,000	40,000	76,245	105,923	28,977	2,066,994								
Fairfield	11,097	24,800	356,899	68,311	188,752				10,929	48,402	125,675	167,681	84,851	45,900	10,000	80,000	90,454	57,995	14,489	1,386,234								
Franklin	89,960	24,800	1,107,514	553,777	1,502,480	94,651	516,791		66,174	392,380	1,185,881	2,201,896	789,023	45,900	15,000	270,000	496,517	117,250	14,489	9,484,483								
Gallia	6,566	24,800	663,271	40,417	113,555			150,000	6,213	28,638	129,039	116,957	77,345	45,900	30,000	100,000	65,723	154,387	43,466	1,796,277								
Geauga	7,049	24,800	510,531	43,393	120,606			83,333	6,718	30,747	66,099	214,223	53,913	45,900			68,735	54,826	14,489	1,345,362								
Hamilton	60,350	24,800	1,155,015	371,507	1,036,218	6,845	478,680	150,000	54,889	263,232	912,195	2,606,757	561,485	45,900	225,000	215,000	322,904	91,924	14,489	8,597,189								
Hancock	5,694	24,800	407,843	35,051	96,576			150,000	4,023	24,835	53,005	181,027	40,807	45,900		60,000	62,368	53,897	14,489	1,260,315								
Huron	4,461	24,800	640,427	27,459	77,003				5,539	19,456	44,004	145,688	42,304	45,900			56,239	53,003	14,489	1,225,771								
Jefferson	5,146	24,800	1,367,955	31,678	90,025				3,518	22,445	52,952	167,639	50,225	45,900	25,000		58,794	53,376	14,489	1,988,941								
Lake	17,275	24,800	1,398,299	106,343	297,084			150,000	10,929	75,350	192,954	485,521	139,384	45,900			58,794	53,376	14,489	3,260,079								
Licking	17,174	24,800	773,232	105,723	293,690			150,000	10,760	74,910	212,679	270,651	136,891	45,900	20,000	70,000	116,738	61,832	14,489	3,226,898								
Logan	6,399	24,800	742,724	39,390	111,006			88,639	4,360	27,910	62,054	200,135	57,488	45,900	60,000	60,000	119,252	112,197	28,977	2,496,836								
LORAIN ADA	22,685	24,800		139,646	65,456					98,947	295,762	743,682		45,900		60,000	65,246	104,317	28,977	1,669,345								
LORAIN MH			889,208		323,728								172,144		325,000	80,000		65,885	14,489	1,922,251								
Lucas	32,958	24,800	333,157	202,882	570,578	15,865	339,381	122,355	23,224	143,753	576,351	901,722	317,769	45,900	700,000	50,000	186,865	72,066	14,489	4,674,114								
Mahoning	17,694	24,800	1,267,506	108,920	29,488			110,000	17,161	77,175	296,067	485,623	172,240	45,900		160,000	116,432	61,787	14,489	3,313,708								
Marion	8,208	24,800	986,938	50,530	142,426					5,371	35,803	81,959	185,287	45,900		115,000	73,228	105,482	28,977	2,171,193								
Medina	13,069	24,800	1,943,663	80,451	222,556			143,368	3,686	57,004	111,942	374,370	88,515	45,900	125,000	105,000	98,671	59,194	14,489	3,511,678								
Miami	15,405	24,800	1,581,983	94,834	264,601			83,628	4,865	67,195	142,044	454,479	128,120	45,900		40,000	108,177	160,582	43,466	3,260,079								
Montgomery	40,206	24,800	3,288,146	247,501	691,118	25,846	409,676	100,000	55,563	175,368	535,564	1,701,498	370,470	45,900	650,000	85,000	222,893	77,333	14,489	8,761,371								
Muskingum	17,160	24,800	3,403,635	105,634	295,506			222,538	83,333	7,560	173,701	582,608	172,137	45,900	125,000	225,000	115,441	311,641	86,932	6,073,372								
Portage	12,149	24,800	306,969	74,785	208,463				149,537	5,371	52,989	110,055	339,935	49,408	45,900		92,967	58,362	14,489	1,591,179								
Preble	3,152	24,800	330,865	19,402	54,589					3,518	13,747	32,065	108,063	45,900			50,082	52,105	14,489	776,933								
Putnam	2,573	24,800	278,606	15,841	44,553			82,373	3,518	11,224	26,823	103,994	20,899	45,900														
Richland	9,231	24,800	1,295,563	56,823	160,752		236,788	148,042	5,539	40,262	91,282	266,013	86,809	45,900		575,000	230,000	78,255	56,216	14,489	3,421,764							
Ross	17,622	24,800	1,089,573	108,476	303,605				7,055	76,861	192,643	304,291	165,785	45,900	130,000	40,000	118,249	262,052	72,443	2,959,756								
Scioto	12,712	24,800	642,765	78,252	220,189			83,333	12,108	55,445	121,014	233,853	149,179	45,900		130,000	93,025	158,372	43,466	2,104,413								
Seneca	10,469	24,800	1,075,806	64,448	181,194			148,514	6,044	45,665	102,419	339,533	90,693	45,900		80,000	83,475	158,977	43,466	2,469,403								
Stark	28,207	24,800	2,630,426	173,640	485,047	10,696			9,076	123,033	377,308	1,286,601	239,338	45,900	200,000	260,000	166,352	69,070	14,489	6,143,983								
Summit	40,694	24,800	2,665,692	250,506	699,678	34,132	285,974		29,625	177,495	529,525	1,511,471	366,271	45,900	250,000	320,000	226,264	77,818	14,489	7,550,334								
Trumbull	15,607	24,800	563,169	96,071	271,605				9,076	68,072	187,621	305,344	137,106	45,900		150,000	15,523	60,197	14,489	2,069,580								
Tuscarawas	9,103	24,800	1,108,266	56,038	156,804			83,333	6,718	39,																		



City Manager's Report

6.

From **3210 - Aviation/AP Admin & Finance**

Date **January 29, 2020**

Expense Type **Other, (See Description Below)**

Total Amount **\$29,564.00 (through 12/31/20)**

Supplier, Vendor, Company, Individual

Name **Airport Council International – North America**

Address **1615 L Street, NW Suite 300
Washington DC 20036**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3210-1221-43	\$29,564.00

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

Description

ANNUAL ACI-NA MEMBERSHIP

The Department of Aviation request to encumber the funds necessary to pay the 2020 annual membership dues to Airport Council International – North America (ACI-NA). The membership dues are calculated by using Dayton International Airport's annual enplanements.

ACI-NA is a worldwide association that represents common interests and fosters cooperation with partners throughout the air transport industry. ACI-NA membership primarily consists of airports throughout North America. ACI-NA provides members numerous training opportunities, customer service and other benchmarking programs, detailed aviation industry statistical analyses and aviation relevant publications.

A Certificate of Funds is attached for the dues in the amount of \$29,564.00.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date



Airports Council International - North America
 1615 L Street, NW Suite 300
 Washington, DC 20036
 www.aci-na.org
 Phone: (202) 293-8500 Fax: (202) 331-1362
 Email: memberservices@aci-na.org

Member Number: 10033
 Invoice: #114242
 Invoice Date: October 08, 2019
 Taxpayer ID # 53-0209303

Please remit payment upon receipt.

Mr. Gilbert B. Turner, C.M.
 City of Dayton Department of Aviation
 Dayton International Airport
 3600 Terminal Road
 Ste 300
 Vandalia, OH 45377-3313

Please remit payments to:
 P.O. Box 5007, Client ID 500022
 Merrifield, VA 22116-5007

Please pay in U.S. funds drawn on a U.S. bank. To pay by wire transfer or ACH, please contact Praneet Mathur at (202) 293-8500 or memberservices@aci-na.org.

2020 AIRPORT MEMBER DUES

Total 2020 Airport Membership Dues†† **\$25,814.00**

What's Included:

2020 Base Membership Dues: **\$11,014.00**

Members in good standing are able to take full advantage of the many benefits of membership, including participation in all ACI-NA committee activities, access to first-in-class tools and resources, and legislative and regulatory advocacy to benefit our members.

2020 International Air Service Program Dues: **\$2,300.00**

This fee gives U.S. airports information on U.S. government negotiations on Open Skies, air service and international agreements, allowing airports to promote and protect their interests with U.S. and foreign decision makers.

2020 Legislative Assessment††: **\$7,500.00**

The Legislative Assessment allows ACI-NA to provide the most up-to-date information to members on legislative activities and congressional hearings, while educating Capitol Hill on airport financial issues and operational concerns.

2020 Policy Assessment††: **\$3,500.00**

The Policy Assessment covers research and review of federal policies or proposed regulations that could impact the industry.

2020 Legal Assessment††: **\$1,500.00**

The Legal Assessment provides resources for airport legal issues that require court action. ACI-NA can file an amicus brief on issues affecting member airports using outside expert legal counsel. The assessment also helps us provide legal guidance in specialized areas.

RENEW TODAY AS A PREMIER LEGISLATIVE SUPPORTER

Total 2020 Premier Airport Membership Dues†† **\$29,564.00**

What's Included: **\$11,250.00**

By contributing 150% of your legislative assessment to actively support the work being done on behalf of airports, you will receive all of the benefits listed above and additional value-added benefits including:

- Two (2) complimentary registrations to the Spring Washington Legislative Conference
- Recognition as a Premier Legislative Supporter via signage and ribbons at legislative conferences

HOW ACI-NA DUES ARE CALCULATED

All airport membership dues are formula-based using an airport's passenger and cargo activity. See reverse for more information.

2018 Traffic Units:	1,886,804.00
Total Passengers	1,806,434
Total Cargo (Metric Tonnes)*	8,037
Total International	0
*One Traffic Unit=100 kilograms (220.46lbs.) freight or mail.	

ENC# _____ AMT 29,564.00
 ACCOUNT DISTRIBUTION 51000 - 3210 - 1221 - 43

†While at support A DATE GOODS/SVCS REC'D 2020 dues
 ††Contrib FINAL PAY - NO
 contributi DIVISION APPROVAL _____
 deductible _____
 imposed FIN/ADM [Signature]
 nondeduc _____
 percent. DEPT APPROVAL _____

12/9/20 20 of

UNDERSTANDING YOUR DUES INVOICE

As a member-based trade association, ACI-NA's success in advancing airport priorities is only possible through the strong support of members who contribute financial resources to help ACI-NA fulfill its mission to ensure a modern and competitive airport industry.

Members in good standing are able to take full advantage of the many benefits of membership, including participation in all ACI-NA committee activities, access to first-in-class tools and resources, and legislative and regulatory advocacy to benefit our members. Additionally, ACI-NA provides a forum where airport industry leaders can network with industry peers to discuss and develop cost-effective solutions for enhanced safety, security, and efficiency. Participation in ACI-NA also provides access to ACI World programs and data. This includes the Airport Service Quality Program (ASQ); the only global airport survey based on measuring passengers satisfaction while they are at the airport.

All airport membership dues are formula-based and are a function of an airport's passenger and cargo activity, except for general aviation airports. The passenger and cargo levels are accounted for through the determination of an airport's "traffic units" (TUs). For the determination of traffic units, a TU is assigned for the following:

- Each enplaned passenger = 1 TU
- Each deplaned passenger = 1 TU
- Each 100 kilograms (220.46 lbs) of enplaned freight and mail = 1 TU
- Each 100 kilograms (220.45 lbs) of deplaned freight and mail = 1 TU

Dues levels are based on total TUs at an airport for the year in which a full year of traffic data is available from ACI World Traffic Reports. 2020 membership dues are based on 2018 traffic data since the information is calculated in the fall 2019 time period.

2018 Traffic Units (TUs)	Dues Calculation	2020 Dues Amount
Zero - 99,999	Flat Fee	\$ 895
100,000-299,999	Flat Fee	\$ 2,821
300,000-599,999	Flat Fee	\$ 4,195
600,000-999,999	Flat Fee	\$ 6,433
1,000,000-100,000,000	Formula *	Varies by Traffic Unit
100,000,001+	Flat Fee	\$ 143,065

* Formula:
 $Dues\ Amount = 11,499 + 0.002TUs - [1.887E-11 * (TUs - 1.885E7)^2] + [5.114E-20 * (TUs - 1.885E7)^3]$

U.S. INTERNATIONAL AIR SERVICE PROGRAM DUES

This fee gives U.S. airports information on U.S. government negotiations on Open Skies, air service and international agreements, allowing airports to promote and protect their interests with U.S. and foreign decision makers. ACI-NA staff participates as a member of the U.S. delegations which negotiate international aviation issues and in preparations leading up to aviation consultations and decisions. The direct participation ensures that the U.S. is aware of general and specific U.S. airport/community interests during the consultations. It also enables staff to inform participating airports of ongoing developments so they can effectively pursue their interests with airlines and the governments.

2020 USIAS Program Dues	
2018 Enplaned International Passengers	Amount
0-49,999	\$2,300
50,000-99,999	\$3,500
100,000-249,999	\$7,000
250,000 and Above	\$9,000

ASSESSMENT PROGRAMS

In addition to base membership dues, the ACI-NA Board of Directors established three voluntary assessments to support our efforts in research, the use of expert consultants and outside legal counsel, and staff costs associated with ensuring that airport policies and recommendations as directed by our Board of Airport Directors are heard by the appropriate parties.

Legislative Assessment: The ACI-NA Government Affairs team not only provides the most up to date information to members on legislative activities and Congressional hearings, but educates Members of Congress and their staff on airport financial issues and operational concerns. Whether working for additional airport financial resources; improved airport operational efficiency; legal protections, or airport proprietor rights, ACI-NA ensures your voice is heard on Capitol Hill. There are additional benefits for airports that participate in the Premier Legislative Assessment.

2020 Legislative Assessment	
2018 Enplaned Passengers	Amount
Class A Airports (0-99,999)	\$250
Class A Airports (100,000-999,999)	\$1,500
Class B Airports (1,000,000 - 4,900,000)	\$7,500
Class C Airports (4,900,001 - 19,500,000)	\$18,000
Class D1 Airports (19,500,001 - 58,000,000)	\$27,500
Class D2 Airports (58,000,001 +)	\$30,000

Policy Assessment: The Policy Assessment covers research and review of federal policies or proposed regulations and ACs that could impact the industry. ACI-NA staff is recognized as experts in the areas of safety, operations, technical, security, facilitation, environmental, public safety and consumer protection/passenger rights, and both federal and Congressional staff seek our input on proposals impacting airports. We also can assist with peer reviews related to environment, operations and technical matters, and financial best practices.

2020 Policy Assessment	
2018 Enplaned Passengers	Amount
Class A Airports (0-99,999)	\$250
Class A Airports (100,000-999,999)	\$750
Class B Airports (1,000,000 - 4,900,000)	\$3,500
Class C Airports (4,900,001 - 19,500,000)	\$7,500
Class D1 Airports (19,500,001 - 58,000,000)	\$15,000
Class D2 Airports (58,000,001 +)	\$25,000

Legal Assessment: The Legal Assessment provides resources if you have an issue that requires court action. ACI-NA can file an amicus brief on your behalf using outside expert legal counsel. The assessment also helps us provide legal guidance in specialized areas.

2020 Legal Assessment	
2018 Enplaned Passengers	Amount
Class A Airports (0-99,999)	\$250
Class A Airports (100,000-999,999)	\$750
Class B Airports (1,000,000 - 4,900,000)	\$1,500
Class C Airports (4,900,001 - 19,500,000)	\$3,000
Class D1 Airports (19,500,001 - 58,000,000)	\$7,500
Class D2 Airports (58,000,001 +)	\$7,500



City Manager's Report

7

From **3410 - Water Director**

Date **January 29, 2020**

Expense Type **Other, (See Description Below)**

Total Amount **\$18,150.00 (Thru 12/31/20)**

Supplier, Vendor, Company, Individual

Name **University of Dayton**

Address **300 College Park Drive
Dayton, Ohio 45469**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Operating Fund	53000-9970-1192-54	\$18,150.00

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

Description

UNIVERSITY OF DAYTON ATHLETICS FACILITIES RENTAL AGREEMENT

The Department of Water requests permission to enter into a Facilities Rental Agreement with the University of Dayton in the amount of \$18,150.00 to bring outreach, awareness, and educational opportunities about the City's award-winning water utility. This Facilities Rental Agreement is in conjunction with the marketing sponsorship held with the University of Dayton. Previously, it was all one agreement; however, this year, the University of Dayton has split out the facilities rental and the marketing sponsorship and they are now two separate entities. In return for the marketing sponsorship, the Water Department will have use of the University of Dayton Arena for two events during the year, provide outreach and awareness to all future Flyers Club members, including the Department's logo on all merchandise given to the members, and a half-page advertisement in the game day Scorecard.

The terms set forth in the Facilities Rental Agreement shall commence upon execution by the City and shall expire upon expenditure of all funds provided herein or on December 31, 2020, with the option to renew for two additional 12-month periods.

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

A Certificate of Funds is attached, and a copy of the Facilities Rental Agreement are attached.

Signatures/Approval

 1/16/2020

 Division

Approved by City Commission



 Department

Clerk



 City Manager

Date

University of Dayton Athletics Facilities Rental Agreement

This FACILITIES RENTAL AGREEMENT ("Agreement") is entered into this ____ day of _____, _____, by and between the University of Dayton ("University"), a non-profit institution having as its primary address 300 College Park Drive, Dayton, Ohio 45469, and City of Dayton, Department of Water ("Lessee"), whose address is 320 W. Monument, Dayton, OH 45402.

1. Basic Information About Rental.

The University and Lessee desire to enter into a rental arrangement as specified below (the "Rental"):

Facility(ies):	<u>UD Arena</u>
Date(s) of Rental:	See Exhibit A
Time of Rental:	See Exhibit A
Rental Rate:	See Exhibit A
Description of Event:	See Exhibit A
Ticketed Event:	See Exhibit A
Expected Attendance:	See Exhibit A
Deposit (if any):	See Exhibit A
Special Equipment Needs:	See Exhibit A
Additional Expenses:	See Exhibit A
Due Date for Full Amount:	See Exhibit A
Contact Person / Information for Lessee:	Name: <u>Karen Thomas</u> Phone Number / Email: <u>937-333-3709</u> <u>Karen.Thomas@daytonohio.gov</u>

2. Terms and Conditions.

In addition to the basic information noted in Section 1 of this Agreement, the following terms and conditions apply to the Rental:

- (a) **Financial Responsibility.** The Lessee shall pay the Rental Rate and Expenses identified above to the University no later than the Due Date indicated. Lessee shall also be liable for and pay the University for any damages caused by the Lessee's use of the Facility. In the event a Deposit has been paid, the University has the discretion whether to apply that Deposit to any damages caused by Lessee.
- (b) **Concessions.** The University reserves the right to control and provide all concessions, including alcohol. Prior to the Event and prior to serving its own concessions, Lessee must receive written permission from the University to serve its own concessions, from which the University may collect a percentage of the gross receipts.
- (c) **Security.** Lessee agrees it will use the University's personnel for crowd control and security, if, in the discretion of the University, such crowd control and/or other security measures are reasonably necessary. Lessee shall be responsible for any expenses for security services provided by the University.
- (d) **Prohibited Events.** The University may prohibit any event contrary to its mission as a Catholic, Marianist institution of higher education, as determined by the University in its sole discretion.

- (e) Right to Evict and/or Eject. The University reserves the right to eject anyone whose conduct is unlawful or, in the University's judgment, is contrary or unbecoming to the University in light of its Catholic, Marianist identity. The University reserves the right to evict Tenant (including its guests) and take all necessary measures to protect University property and personnel.
- (f) ~~Insurance.~~ Lessee shall, at its sole expense, obtain from and maintain with an insurance company authorized to do business in the State of Ohio, a comprehensive general liability insurance policy for bodily injury and illness (including death) and property damage, in a sum of not less than One Million Dollars (\$1,000,000) combined single limit, for the Lessee's Rental of the Facility, and shall name the University (including its Board of Trustees and its officers, agents and employees) as an additional insured, unless the University provides a written waiver of this insurance requirement.
- (g) ~~Indemnification / Liability.~~ Lessee shall indemnify and hold the University, its members, trustees, officers, employees, students, volunteers and agents harmless from any and all liability, injury or loss arising out of the Rental, including but not limited to the use by Lessee of the Facility and any activities of Lessee's guests or those otherwise in attendance at Lessee's event; provided, however, that Lessee is not required to indemnify or hold the University harmless from claims arising out of the gross negligence or will misconduct of the University. The Lessee waives all claims against the University for consequential, special or punitive damages allegedly suffered by Tenant or any Tenant guest or attendee at Tenant's Event in connection with the Rental.
- (h) Termination Prior to Event. This Agreement may be terminated by the University or the Lessee, for any reason, if written notice is provided at least one month prior to the scheduled Event. If timely terminated, the University will return the Deposit (if any) to Lessee but otherwise will bear no financial liability to Lessee for such timely cancellation.
- (i) Relationship. The University and Lessee are not and will not become partners or joint venturers in a legal sense as a result of the Rental.
- (j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that any action in law or in equity relating to this Agreement that arises between the parties shall be brought in the Montgomery Court of Common Pleas.
- (k) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Rental and supersedes and cancels all prior agreements between them, whether written, oral or implied, regarding the Rental. No modification, amendment or waiver of this Agreement shall be binding on any party unless evidenced by a written instrument duly executed by both the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. Each party represents that the person signing this Agreement on its behalf is authorized to bind such entity to the terms of this Agreement.

THE UNIVERSITY OF DAYTON

LESSEE: _____
Name of Company / Lessee

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Do you have questions about the Rental? Contact Scott DeBolt, the University of Dayton Senior Associate Athletics Director and Executive Director of UD Arena, at 937-229-4613 or sdebolt1@udayton.edu.

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

APPROVED AS TO FORM AND CORRECTNESS

20 Min. Book Page

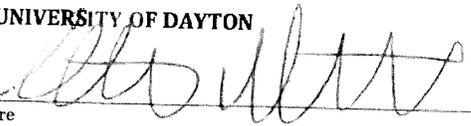

CITY ATTORNEY

CLERK OF THE COMMISSION

- (e) Right to Evict and/or Eject. The University reserves the right to eject anyone whose conduct is unlawful or, in the University's judgment, is contrary or unbecoming to the University in light of its Catholic, Marianist identity. The University reserves the right to evict Tenant (including its guests) and take all necessary measures to protect University property and personnel.
- ~~(f) Insurance. Lessee shall, at its sole expense, obtain from and maintain with an insurance company authorized to do business in the State of Ohio, a comprehensive general liability insurance policy for bodily injury and illness (including death) and property damage, in a sum of not less than One Million Dollars (\$1,000,000) combined single limit, for the Lessee's Rental of the Facility, and shall name the University (including its Board of Trustees and its officers, agents and employees) as an additional insured, unless the University provides a written waiver of this insurance requirement.~~
- (g) Indemnification / Liability. Lessee shall indemnify and hold the University, its members, trustees, officers, employees, students, volunteers and agents harmless from any and all liability, injury or loss arising out of the Rental, including but not limited to the use by Lessee of the Facility and any activities of Lessee's guests or those otherwise in attendance at Lessee's event; provided, however, that Lessee is not required to indemnify or hold the University harmless from claims arising out of the gross negligence or will misconduct of the University. The Lessee waives all claims against the University for consequential, special or punitive damages allegedly suffered by Tenant or any Tenant guest or attendee at Tenant's Event in connection with the Rental.
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- (j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that any action in law or in equity relating to this Agreement that arises between the parties shall be brought in the Montgomery Court of Common Pleas.
- (k) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Rental and supersedes and cancels all prior agreements between them, whether written, oral or implied, regarding the Rental. No modification, amendment or waiver of this Agreement shall be binding on any party unless evidenced by a written instrument duly executed by both the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. Each party represents that the person signing this Agreement on its behalf is authorized to bind such entity to the terms of this Agreement.

THE UNIVERSITY OF DAYTON



 Signature

Printed Name: Scott DeBolt

Title: Dir of UD Athletics

LESSEE: _____
 Name of Company / Lessee

 Signature

Printed Name: _____

Title: _____

Do you have questions about the Rental? Contact Scott DeBolt, the University of Dayton Senior Associate Athletics Director and Executive Director of UD Arena, at 937-229-4613 or sdebolt1@udayton.edu.

EXHIBIT A

Additional description of event(s) and facility/service/equipment needs:

Proposed Events for 2020

Description of Event:	<u>City of Dayton,</u> <u>Department of Water Annual Meeting</u>
Date(s) of Rental:	<u>Thursday, Feb 13, 2020 (set-up)</u> <u>Friday, Feb 14, 2020 (event)</u>
Time of Rental:	8:00 a.m. to 3:00 p.m.
Rental Rate:	<u>\$3,000.00 (rent).</u>
Ticketed Event:	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N
Expected Attendance:	<u>TBD</u>
Deposit (if any):	<u>\$ N/A</u>
Special Equipment Needs:	<input checked="" type="checkbox"/> Videoboard <input checked="" type="checkbox"/> A/V Equipment <input type="checkbox"/> Scoreboard <input type="checkbox"/> Forklift <input checked="" type="checkbox"/> Other: <u>tables, chairs, pipe and drape</u> Personnel needed to run above: <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N
Additional Expenses:	<u>\$ TBD</u> Description: <u>\$1,000.00 (Audio and Video Board use), \$750 (Staffing –estimated based off previous years), Food and Beverage – TBD – billed separately</u>
Due Date for Full Amount:	<u>March 14, 2020 will be invoiced</u>

Description of Event:	<u>City of Dayton,</u> <u>Department of Water Career Conference</u>
Date(s) of Rental:	<u>Wednesday, April 29, 2020 (set-up)</u> <u>Thursday, April 30, 2020 (event)</u>
Time of Rental:	8:00 a.m. to 3:00 p.m.
Rental Rate:	<u>\$3,000.00 (rent).</u>
Ticketed Event:	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N
Expected Attendance:	<u>TBD</u>
Deposit (if any):	\$ <u>N/A</u>
Special Equipment Needs:	<input checked="" type="checkbox"/> Videoboard <input checked="" type="checkbox"/> A/V Equipment <input type="checkbox"/> Scoreboard <input type="checkbox"/> Forklift <input checked="" type="checkbox"/> Other: <u>tables, chairs, pipe and drape</u> Personnel needed to run above: <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N
Additional Expenses:	\$ <u>TBD</u> Description: <u>\$1,000.00 (Audio and Video Board use), \$750 (Staffing –estimated based off previous years), Estimate \$750 (rental i.e. tables) Food and Beverage – TBD –</u>
Due Date for Full Amount:	<u>May 30, 2020 will be invoiced</u>

Estimate food and beverage costs

Annual Meeting – approximately 400 employees - \$3400.00 (subject to final numbers and items)
250 morning session (continental breakfast), 55 boxes lunches, 150 afternoon session (snacks) -

Career Conference – approximately 515 students - \$4500.00 (subject to final numbers and items)
80 vendors/ volunteers (continental breakfast), 515 students (pizza, cookies, chips, water)

Terms and Conditions of the Rental Agreement

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2020, whichever date is earlier. The University and the City shall enter into this contract with options to renew the contract for two (2) additional 12-month periods, contingent upon satisfaction with the work, available dates, and availability of funds and mutual agreement of both parties.

Initials:

_____/_____
Lessee / Univ. of Dayton

2nd Reading 8.
6471-20

BY:

NO

A RESOLUTION

To Vacate Alley North of West Second Street from
North Conover Street to the Railroad Right of Way.

WHEREAS, The vacation of the alley north of West Second Street from North
Conover Street to the Railroad Right of Way as described herein will enable the abutting
property owners to safeguard this property; and,

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

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

Section 1. That the intention of the Commission is hereby declared to vacate the alley
north of West Second Street from North Conover Street to the Railroad Right of Way more
particularly bounded and described in as follows:

Being all of the 16.5 foot the alley north of West Second Street from the
40 foot North Conover Street to the 60 foot Railroad Right of Way.

Adopted by the Commission, 2020

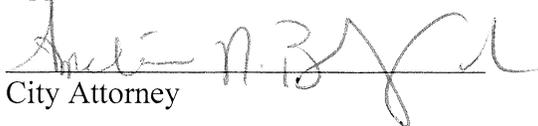
Signed by the Mayor, 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



January 10, 2020

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer
Division of Civil Engineering K6S

SUBJECT: The Vacation of the Alley North of West Second Street from North
Conover Street to the Railroad Right of Way

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

Petition No. 21457 requesting the vacation was received from Synergy Building Systems on December 13, 2019. The vacation will enable the abutting property owner to safeguard this property.

If you have any additional questions, please contact me at 3838.

JRW

Attachments

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

**Alley North of West Second Street from North Conover Street to the Railroad
Right of Way**

Checked 10/31/19 by Joseph Weinel

Total Frontage	215.00	lin. ft.
Frontage signed	215.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Greater Dayton Regional	9266	30.00	83-8-53
Transit Authority	9267	40.00	83-8-54
	9268	40.00	83-8-55
	7184	25.00	83-8-45
	7183	40.00	83-8-46
	7182	40.00	83-8-47



City of Dayton City Plan Board

Decision Memorandum

November 15, 2019

Mr. John Cummiskey
Greater Dayton RTA
4 South Main Street
Dayton, OH 45402

Re: PLN2019-00598 – Public Way Vacation: Alley North of West Second Street from North Conover Street to the Railroad Right-of-Way

Meeting Date: November 12, 2019

Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

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.

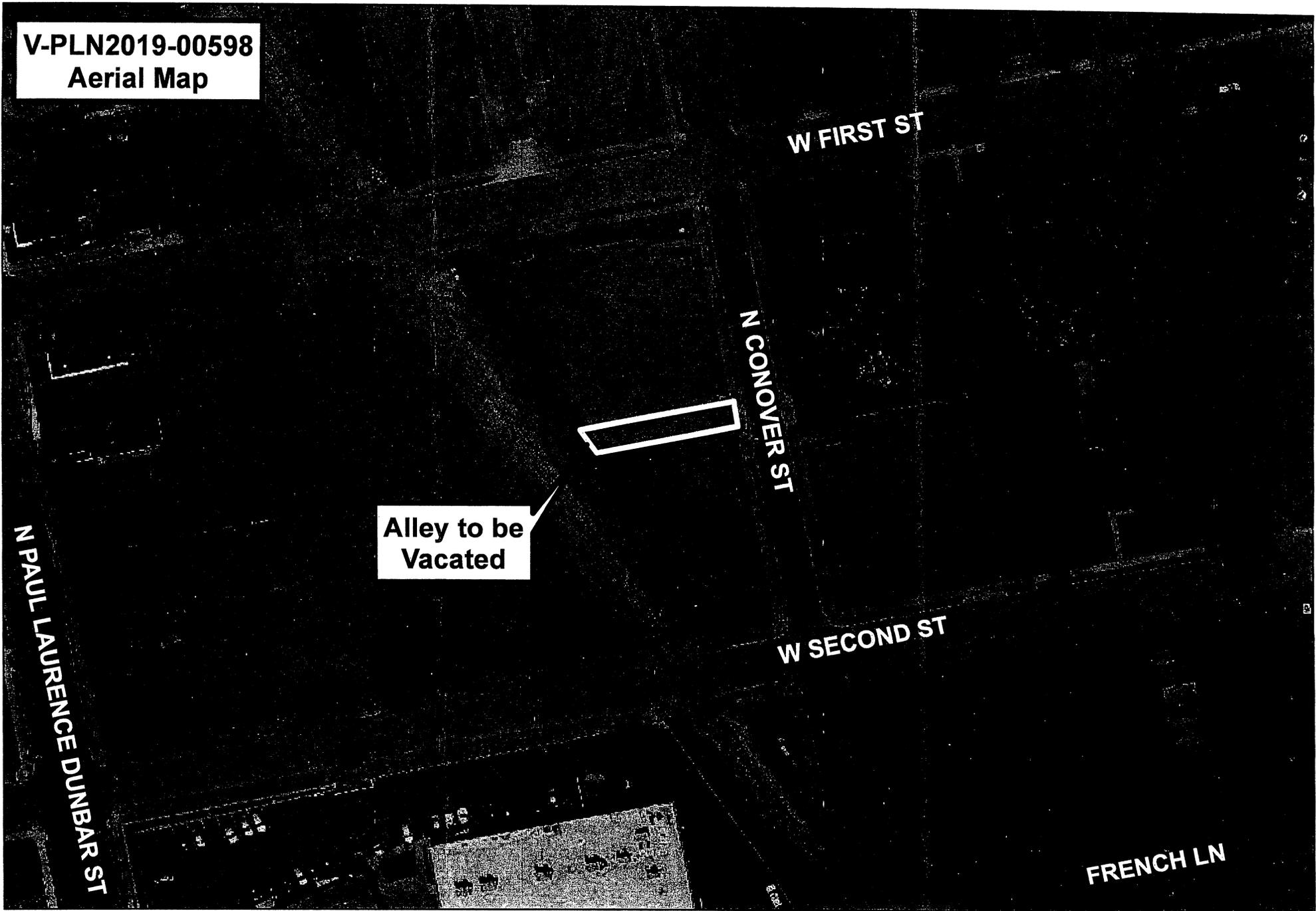
Please contact Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

V-PLN2019-00598
Aerial Map



**ALLEY NORTH OF W SECOND ST, WEST OF N CONOVER ST
PUBLIC RIGHT-OF-WAY VACATION**

C/P #21457

OFFICE OF CLERK OF COMMISSION

Date December 13, 2019

To the City Manager:

At a meeting of the City Commission held on December 11, 2019, the following matter was referred to you for appropriate disposal or for specific action as indicated:

Petition - alley vacation for alley north of West Second Street from North Conover Street to Railroad Right of Way.

RTA
Greater Dayton Regional Transit Authority
4 South Main Street
Dayton, Ohio 45402

Documents attached:

Petition #21457


Clerk of Commission

PLEASE RETURN TO THIS OFFICE

OFFICE OF THE CITY MANAGER

To _____

Date _____

Please note above which is re-referred for action as indicated below:

- 1. To comply.
- 2. To investigate and report with recommendation.
- 3. To dispose, no report necessary.
- 4. _____

RETURN ALL DOCUMENTS

(4 Copies—City Manager's File, 1; Department Head, 1; Division Head, 1; City Clerk, 1)

C/P #21457

Petition for Vacation

To the Commission of the City of Dayton:

We, the undersigned, owners of property abutting on

Alley North of West Second Street

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

Alley North of West Second Street from

North Conover Street to

Railroad Right of Way, and

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

1. NAME OF OWNER Greater Dayton Regional Transit Authority TITLE Chief Executive Officer

SIGNATURE 

MAIL ADDRESS 4 South Main Street, Dayton, Ohio 45402 LOT NUMBER 9265, 9266, 9267, 9268, 7184, 7183, 7182

2. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

3. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

4. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____

PETITION
-For-
Vacation of

Alley North of West Second Street

Street

From North Conover Street

Street

To Railroad Right of Way

Street

Minute Book _____ Page _____

Received and filed _____

Referred to _____

5. NAME OF OWNER _____

SIGNATURE _____

MAIL ADDRESS _____

LOT NUMBER _____

TITLE _____

6. NAME OF OWNER _____

SIGNATURE _____

MAIL ADDRESS _____

LOT NUMBER _____

TITLE _____

7. NAME OF OWNER _____

SIGNATURE _____

MAIL ADDRESS _____

LOT NUMBER _____

TITLE _____

8. NAME OF OWNER _____

SIGNATURE _____

MAIL ADDRESS _____

LOT NUMBER _____

TITLE _____



City of Dayton City Plan Board

Decision Memorandum

November 15, 2019

Mr. John Cummiskey
Greater Dayton RTA
4 South Main Street
Dayton, OH 45402

Re: PLN2019-00598 – Public Way Vacation: Alley North of West Second Street from North Conover Street to the Railroad Right-of-Way

Meeting Date: November 12, 2019

Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

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.

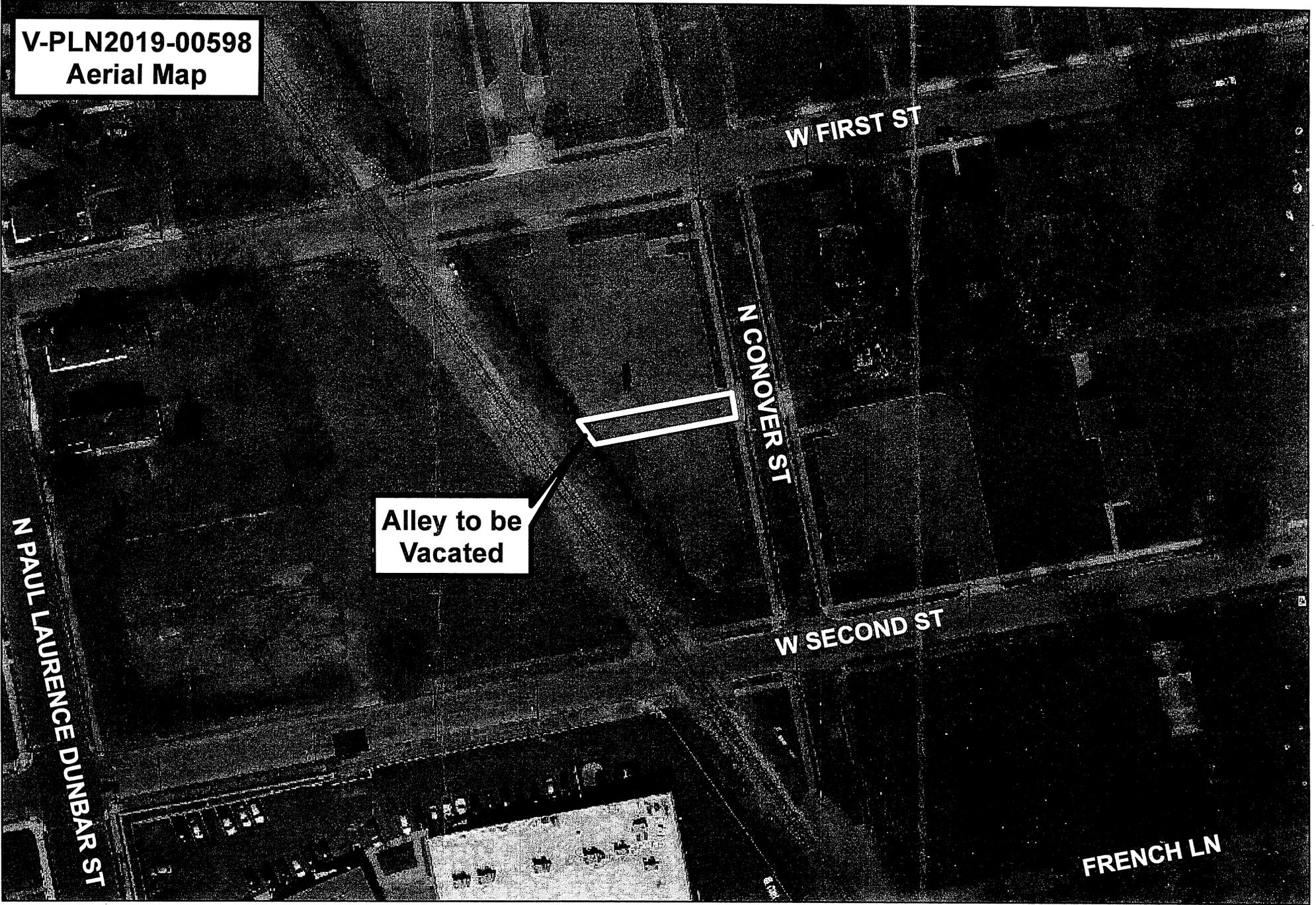
Please contact Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

V-PLN2019-00598
Aerial Map



ALLEY NORTH OF W SECOND ST, WEST OF N CONOVER ST
PUBLIC RIGHT-OF-WAY VACATION

QUIT CLAIM DEED

3
KNOW ALL MEN BY THESE PRESENTS:

THAT, THE CITY OF DAYTON, OHIO, a municipal corporation of the State of Ohio, Grantor, for consideration received to its full satisfaction of Greater Dayton Regional Transit Authority, Grantee, whose tax-mailing address is P.O. Box 1301, Dayton, Ohio, 45401, does by these presents, GIVE, GRANT, REMISE, RELEASE AND FOREVER QUIT CLAIM unto the Grantee, its successors and assigns, all such right and title as the Grantor has or ought to have in and to the following described real estate:

As described in Exhibit "A" attached hereto.

Prior deed references: Microfiche 02-122761D, 02-66033D, 02-157159, 02-157160, 02-164D12, and 03-97971D, in the deed records of Montgomery County, Ohio. R72-83-8-26

Auditor's Parcels 45, 46, 47, 51, 52, 53, 54, 55, 56; R72-83-1-54, 55, 56, 57; R72-83-3-63. ✕

This conveyance is subject to:

- (1) Unpaid taxes and assessments that become due and payable on the next June or December installment following the delivery date of the deed;
- (2) Such easements and restrictive covenants of record;
- (3) Applicable zoning ordinances;
- (4) The terms and conditions of a Development Agreement between the Grantor and the Grantee authorized by the Commission of the City of Dayton, Ohio, on June 12, 2002, by Resolution No. 5204-02.
- (5) Grantee's compliance with Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

With regard to use and development of the described real estate, the Grantee hereby covenants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, Vietnam Veteran status, national origin or place of birth, and with respect to employment upgrading, promotion or transfer, recruitment advertising, lay-off or termination, rates of pay or to other forms of compensation, and selection for training including apprenticeship.

TO HAVE AND TO HOLD the same with the appurtenances thereunto belonging to the Grantee, its successors and assigns, so that neither the Grantor, its successors and assigns, nor any other person claiming title through or under them, shall or will hereafter claim or demand any right or title to the aforesaid parcel of land, or any part thereof, but they and everyone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer this 2nd day of December, 2004.

THE CITY OF DAYTON, OHIO

By *Atty. Early*
for City Manager

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this 2nd day of December, 2004, before me, a Notary Public, in and for said State, personally came the City of Dayton, Ohio, by *Stanley A. Caskey*, its *Asst. City Manager*, who acknowledged the execution of said Deed to be his free and voluntary act and deed individually and as such officer on behalf of the City of Dayton, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Jacquelyn L. McPherson
Notary Public
JACQUELYN L. MCPHERSON, Notary Public
In and for the State of Ohio
My Commission Expires 2-9-05

This instrument prepared by:

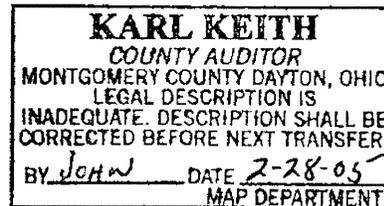
Lynn R. Donaldson
Assistant City Attorney
P.O. Box 22
Dayton, Ohio 45401

EXHIBIT "A"

Situate in the City of Dayton, County of Montgomery, and State of Ohio and being all of Lots Numbered 7179, 7180, 7181, 7182, 9267, 9268, and 83795 on the revised plat of said City; and also all those parts of Lots Numbered 7166, 7183, 7184, 9264, 9265, and 9266 on the plat of said City which lie east of the right-of-way of the Dayton and Western Railway Company, and/or the Pennsylvania Railroad, and their respective successors and assigns.

Together with a vacated alley running from the west line of Conover Street to the east right-of-way line of Penn Railroad and lying south of Lots Numbered 9266, 9267, and 9268.

Together with all of the vacated 30 foot alley north of West First Street from the 16.5 foot alley west of Conover Street to the 60 foot Baltimore and Ohio Railroad and all of the vacated 16.5 foot alley west of Conover Street from the 50 foot West First Street to the 50 foot Edison Street, vacated by City of Dayton Ordinance No. 30393-04, passed on October 27, 2004.



PAY IN ORDER

Department/Division City Commission Office

Pay in No. 01-89

Total Pay In Amount 150.00

Date: December 13, 2019

From/Purpose	Alley Vacation	Amount (s)	150.00
Petition – Alley Vacation – for alley north of West Second Street from North Conover Street to Railroad Right of Way. RTA Greater Dayton Regional Transit Authority 4 South Main Street Dayton, Ohio 45402			150.00 CK#341754

Account Distribution(s)	Amount(s)
10000-1200-29324-52	150.00

PROCESSED
 DEC 13 2019
 TREASURY DEPARTMENT
 Register 7

Preparer's Signature: 

FOR FINANCE USE ONLY:

Original signature

Must be on PINK copy

Per: Accounting & Treasury Manager

WHITE:
Finance Dept. Copy

Yellow:
Department Receipt

PINK:
City Treasury Copy

GOLD
Preparer's Record

GREATER DAYTON REGIONAL TRANSIT AUTHORITY					
4 South Main Street Dayton, Ohio 45402					No. 341754
Document Date	Document Number	Document Amount	Discount Amount	Net Amount	Comments
11/27/2019	CONOVER ST 2019	\$150.00	\$0.00	\$150.00	CTYDAYDEPTPL INV CONOVER ST 20

Total: **\$150.00**

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼



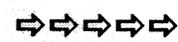
Greater Dayton Regional Transit Authority
4 South Main Street
Dayton, Ohio 45402

No. 341754

$\frac{56-218}{422}$ Date: 11/27/2019

ONE HUNDRED FIFTY AND 00/100 DOLLARS

PAY TO THE ORDER OF:
CITY OF DAYTON
DEPT OF PLANNING & COMMUNITY
DEVELOPMENT
101 W THIRD STREET
PO BOX 22
Fifth Third Bank
Western Ohio



PAY ONLY

AMOUNT
\$150.00

VOID AFTER 60 DAYS

Mary K. Stanfort
AUTHORIZED SIGNATURE

MP DOCUMENT CONTAINS A COLORED PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK, HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

⑈00341754⑈ ⑆042202196⑆ 7702934535⑈



Greater Dayton Regional Transit Authority
4 South Main Street
Dayton, Ohio 45402

CITY OF DAYTON
DEPT OF PLANNING & COMMUNITY
DEVELOPMENT
101 W THIRD STREET
PO BOX 22
DAYTON, OH 45402-

SEE OTHER SIDE FOR
OPENING INSTRUCTIONS

SEE OTHER SIDE FOR
OPENING INSTRUCTIONS

PSEPRZ-G

64488 64489

PAPER NUMBER 04/17/2019 04

2nd Reading
6472-20

9.

BY:

NO

A RESOLUTION

To Vacate the Alley North of East Third Street
From the Alley East of More Avenue to the East
Property Line of City Lot #30313.

WHEREAS, The vacation of the alley north of East Third Street from the alley east of More Avenue to the east property line of City Lot #30313 as described herein will enable the abutting property owners to safeguard this property; and,

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

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

Section 1. That the intention of the Commission is hereby declared to vacate the alley north of East Third Street from the alley east of More Avenue to the east property line of City Lot #30313 more particularly bounded and described in as follows:

Being all of the 8 foot the alley north of East Third Street from the 16 foot alley east of More Avenue to the east property line of City Lot #30313.

Adopted by the Commission, 2020

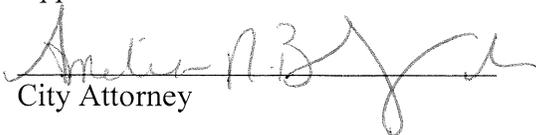
Signed by the Mayor, 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



January 10, 2020

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer
Division of Civil Engineering

KSS

SUBJECT: The Vacation of the Alley North of East Third Street from the Alley East of More Avenue to the East Property Line of City Lot #30313

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. 21456 requesting the vacation was received from Jerry Fletcher on December 13, 2019. The vacation will enable the abutting property owners to safeguard this property.

If you have any additional questions, please contact me at 3838.

JRW

Attachments

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

CHECK OF PETITION

**Alley North of East Third Street from the Alley East of More Avenue to the East
Property Line of City Lot #30313**

Checked 12/31/19 by Joseph Weinel

Total Frontage	103.30	lin. ft.
Frontage signed	103.30	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Kathy Spears	30312	25.0	48-04-1
	30313	25.0	48-04-2
Jerry R Fletcher	30316	53.3	48-04-5



City of Dayton City Plan Board

Decision Memorandum

November 15, 2019

Mr. Jerry Fletcher
15 North Sperling Avenue
Dayton, OH 45403

Re: PLN2019-00592 – Public Way Vacation: Alley North of East Third Street from the Alley East of More Avenue to the East Property Line of City Lot #30313

Meeting Date: November 12, 2019

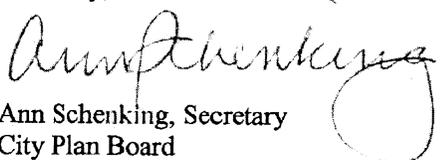
Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

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.

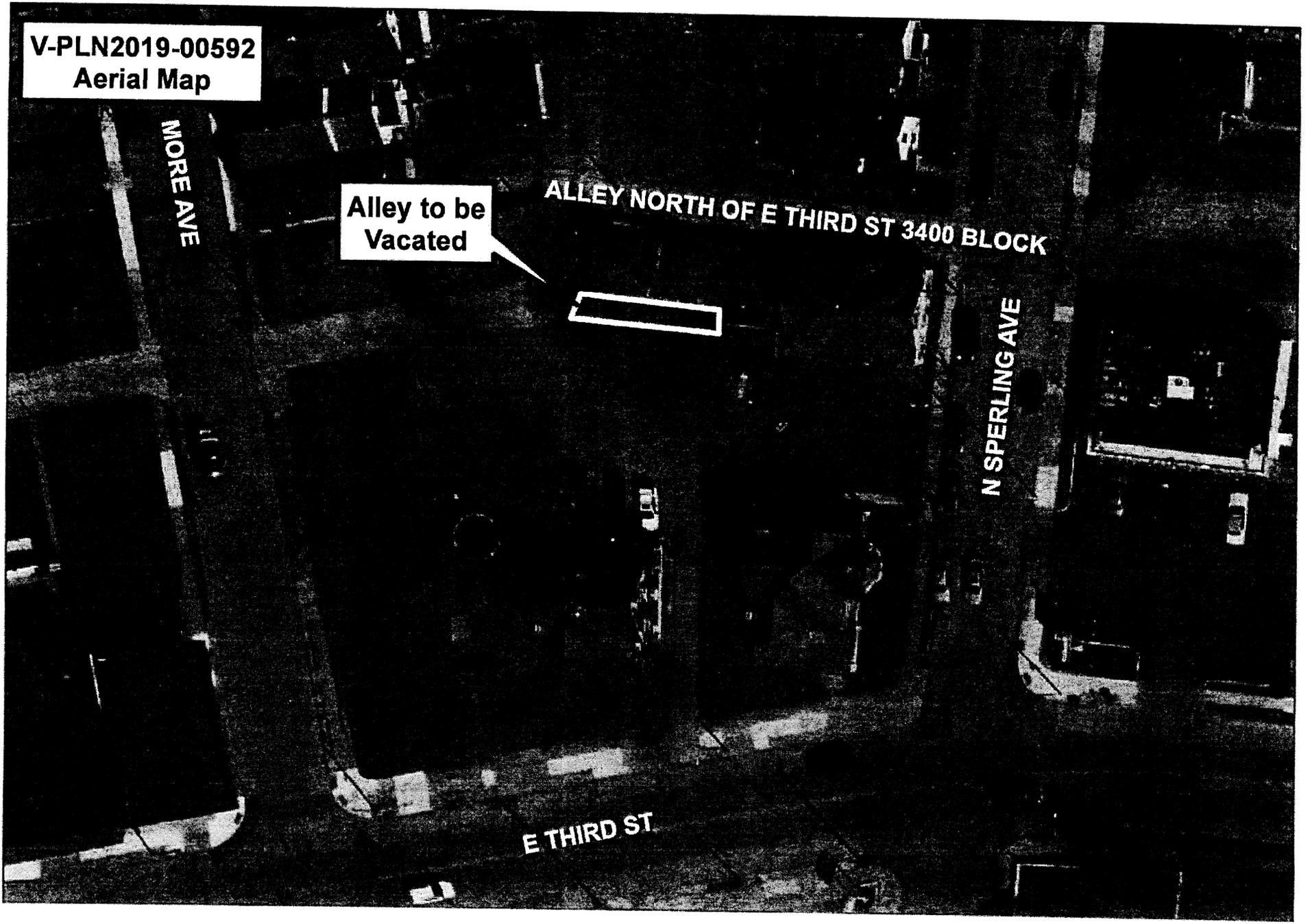
Please contact Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

Sincerely,


Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

V-PLN2019-00592
Aerial Map



MORE AVE

Alley to be
Vacated

ALLEY NORTH OF E THIRD ST 3400 BLOCK

N SPERLING AVE

E THIRD ST

ALLEY NORTH OF E THIRD ST, WEST OF SPERLING AVE
PUBLIC RIGHT-OF-WAY VACATION

C/P # 21456

OFFICE OF CLERK OF COMMISSION

Date December 13, 2019

To the City Manager:

At a meeting of the City Commission held on December 11, 2019, the following matter was referred to you for appropriate disposal or for specific action as indicated:

Petition - alley vacation - alley north of East Third Street from alley East of More Avenue to East Property Line of City Lot Number 3031

Jerry Ray Fletcher
Gloria A. Fletcher
15 N. Sperling Avenue
Dayton, OH 45403

Documents attached:

Petition No. 21456


Clerk of Commission

PLEASE RETURN TO THIS OFFICE

OFFICE OF THE CITY MANAGER

To _____

Date _____

Please note above which is re-referred for action as indicated below:

- 1. To comply.
- 2. To investigate and report with recommendation.
- 3. To dispose, no report necessary.
- 4. _____
- _____
- _____
- _____

RETURN ALL DOCUMENTS

(4 Copies—City Manager's File, 1; Department Head, 1; Division Head, 1; City Clerk, 1)

Petition for Vacation

To the Commission of the City of Dayton:

We, the undersigned, owners of property abutting on

Alley North of East Third Street
do hereby petition the Commission of the City of Dayton to vacate

Alley North of East Third Street from

Alley East of More Avenue to

East Property Line of City Lot #3031 and

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

1. NAME OF OWNER Jerry R Fletcher TITLE _____

SIGNATURE Jerry Fletcher

MAIL ADDRESS 15 N Sperling Ave LOT NUMBER 30314-15-16
Dayton, OH 45403 R72 04804 0005

2. NAME OF OWNER Kathy E Spears TITLE _____

SIGNATURE Kathy E Spears

MAIL ADDRESS 3409 E Third St LOT NUMBER 30312
Dayton, OH 45403 R72 04804 0001

3. NAME OF OWNER Kathy E Spears TITLE _____

SIGNATURE Kathy E Spears

MAIL ADDRESS 3409 E Third St LOT NUMBER 30313
Dayton, OH 45403 R72 04804 0002

4. NAME OF OWNER _____ TITLE _____

SIGNATURE _____

MAIL ADDRESS _____ LOT NUMBER _____



City of Dayton City Plan Board

Decision Memorandum

November 15, 2019

Mr. Jerry Fletcher
15 North Sperling Avenue
Dayton, OH 45403

Re: PLN2019-00592 – Public Way Vacation: Alley North of East Third Street from the Alley East of More Avenue to the East Property Line of City Lot #30313

Meeting Date: November 12, 2019

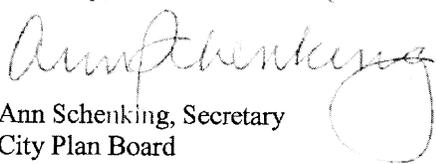
Decision: Established NO Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445(B). No conditions were proposed by staff so therefore the Plan Board established no conditions for the proposed vacation.

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 Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

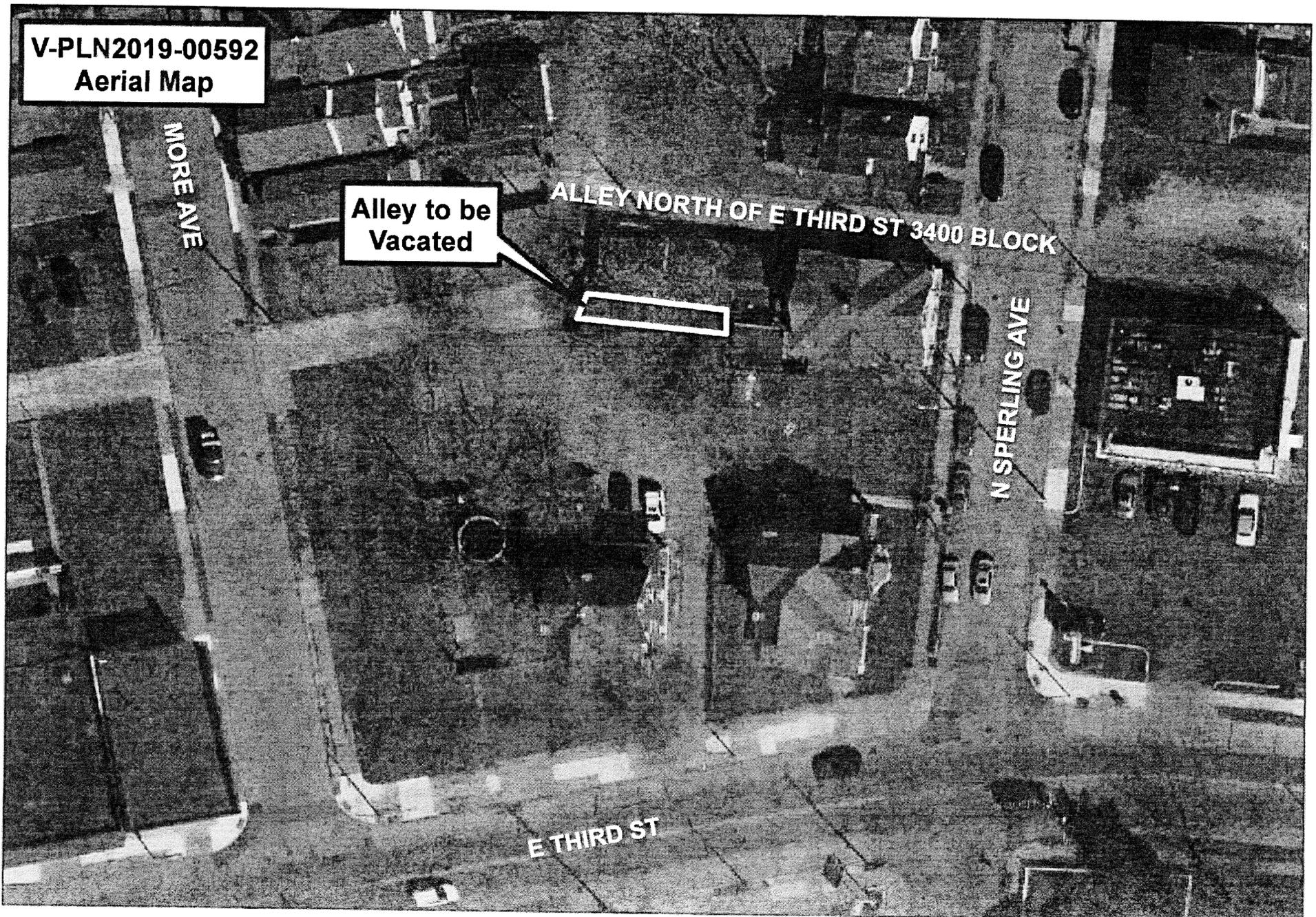
Sincerely,



Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

V-PLN2019-00592
Aerial Map



ALLEY NORTH OF E THIRD ST, WEST OF SPERLING AVE
PUBLIC RIGHT-OF-WAY VACATION

PAY IN ORDER

Department/Division City Commission Office

Pay in No. 01-90

Total Pay In Amount 150.00

Date: December 13, 2019

From/Purpose	Alley Vacation	Amount (s)	150.00
Petition – Alley Vacation – alley North of East Third Street from alley East of More Avenue to East Property Line of City Lot #3031 Jerry Ray Fletcher Gloria Fletcher 15 N. Sperling Avenue Dayton, Ohio 45403			150.00 CK#295

Account Distribution(s)	Amount(s)
10000-1200-29324-52	150.00

PROCESSED
 DEC 13 2019
 TREASURY DEPARTMENT
 Register 7

Preparer's Signature: *R. Laverda*

FOR FINANCE USE ONLY:

Original signature

Must be on PINK copy

Per: Accounting & Treasury Manager

WHITE:
Finance Dept. Copy

Yellow:
Department Receipt

PINK:
City Treasury Copy

GOLD
Preparer's Record

JERRY RAY FLETCHER
GLORIA A. FLETCHER
15 N SPERLING AVE.
DAYTON, OH 45403

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