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: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session – Dayton Recovery Plan
   4:30 P.M. - PRC
   https://www.daytonohio.gov/govtv
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. Global ARFF Services LLC (inspection, testing and repair services as needed through 12/31/24) $90,000.00
1. (Cont’d):

**FIRE**  
B1. **Truck Country of Indiana, Inc. dba Stoops Freightliner** (automobile shop repair services as needed through 12/31/24) $130,000.00

**HUMAN RESOURCES**  
C1. **Comptech Computer Technologies, Inc.** (temporary staffing services as needed through 12/31/23) 195,000.00

**INFORMATION TECHNOLOGY**  
D1. **Commvault Systems, Inc.** (computer software maintenance and support services as needed through 12/31/25) 157,096.00  
D2. **3SG Plus LLC** (renewal of software maintenance services as needed through 12/31/25) 84,227.01  
D3. **Cadre Computer Resources Company** (Checkpoint firewall hardware replacement and professional services as needed through 12/31/22) 56,689.60

**MUNICIPAL COURT**  
E1. **Propio LS LLC** (professional interpreter services as needed through 12/31/22) 14,000.00

**POLICE**  
F1. **Kiesler Police Supply** (one hundred and thirteen (113) Paragon 6 Level IIIA body armor with shock shield) 100,231.00

**PUBLIC WORKS**  
G1. **Baldwin & Sours, Inc.** (traffic signal cabinets and risers) 28,261.00  
G2. **Crown Personnel Service, Inc.** (temporary staffing services as needed through 12/31/23) 50,000.00

**WATER**  
H1. **Dayton Society of Natural History, Inc.** (science, technology, engineering and math (STEM) educational programs) 18,550.00  
H2. **SHI International Corp** (renewal to Adobe Acrobat Pro and Creative Cloud software licenses and add ten (10) additional users thru 12/31/25) 47,916.69  
H3. **M&R Electric Motor Service** (electrical motor repair, parts, supplies and related items as needed though 9/30/22) 20,000.00  
H4. **Ro-Flo Compressors LLC** (Ro-Flo brand compressors and service as needed through 12/31/22) 24,000.00
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>H5</td>
<td>Pickrel Brothers, Inc. (plumbing and related supplies as needed through 12/31/22)</td>
<td>30,000.00</td>
</tr>
<tr>
<td>H6</td>
<td>Springfield Overhead Door LLC (overhead door maintenance and repair services as needed through 12/31/22)</td>
<td>20,000.00</td>
</tr>
<tr>
<td>H7</td>
<td>Day-Con Supplies LLC (first aid and safety supplies as needed through 12/31/24)</td>
<td>125,000.00</td>
</tr>
<tr>
<td>H8</td>
<td>Fastenal Company (first aid and safety supplies as needed through 12/31/24)</td>
<td>93,000.00</td>
</tr>
<tr>
<td>H9</td>
<td>Grainger, Inc. (first aid and safety supplies as needed through 12/31/24)</td>
<td>105,000.00</td>
</tr>
<tr>
<td></td>
<td>-Depts. of Aviation, Fire, Human Resources, Information Technology, Municipal Court, Police, Public Works, and Water</td>
<td>Total: $1,368,971.30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Development Projects Inc. e/o Dayton Development Coalition – Service Agreement – to continue partnership for specialized work in economic development on behalf of the City of Dayton – Dept. of Planning, Neighborhoods and Development/Development</td>
<td>$75,000.00 (Thru 3/31/23)</td>
</tr>
<tr>
<td>3</td>
<td>J.L. Kuck General Contractors, Inc. – Contract Modification – for City Hall Ludlow Street Vault Roof Slab Replacement and ADA Access (Open Market) Change Order Number 1 – Dept. of Public Works/Property Management</td>
<td>$61,397.80 (Thru 12/31/23)</td>
</tr>
<tr>
<td>4</td>
<td>Miami Valley Fair Housing Center, Inc. - Service Agreement – for implementation of the Housing Discrimination Test Program and funding for education and outreach to the immigrant and refugee community – Human Relations Council</td>
<td>$25,000.00 (Thru 12/31/22)</td>
</tr>
</tbody>
</table>

**B. Construction Contracts:**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Double Jay Construction Inc. – Award of Contract – for West Hillcrest Avenue Sidewalk Installation Phase 2 (5% DBE Participation Goal/5% DBE Participation Achieved (Federal TA Funds) - Department of Public Works/Civil Engineering</td>
<td>$270,880.00 (Thru 9/1/24)</td>
</tr>
<tr>
<td>6</td>
<td>Outdoor Enterprise, LLC – Award of Contract – for Triangle Park Dog Park Rebid (Open Market) - Dept. of Public Works/Civil Engineering</td>
<td>$400,000.00 (Thru 9/1/24)</td>
</tr>
</tbody>
</table>
D. Development Agreement

7. Greater Edgemont Community Coalition – Development Agreement –
for West Dayton Development Trust Fund Agreement with Greater Edgemont Community Coalition (GECC) to assist in the redevelopment of their community solar garden – Department of Planning, Neighborhoods and Development/Development $85,000.00 (Thru 12/31/23)

E. Other – Contributions, Etc.:

8. LexisNexis Risk Solutions FL, Inc. – Payment of Voucher – for payment of January and February invoices for the Virtual Crime Center Online Subscription – Dept. of Police $6,162.14

IV. LEGISLATION:

Emergency Ordinance – First Reading

9. No. 31969-22 Authorizing the Grant of Two Right of Way Easements, and Declaring an Emergency.

Emergency Ordinance – Second Reading

10. No. 31968-22 Authorizing the Grant of an Access and Utility Easement for the Benefit of a Parcel of Land Located at the Dayton International Airport, and Declaring an Emergency.

Emergency Resolution – First Reading

11. No. 6634-22 Authorizing the Acceptance of a Restrictive Grant Agreement with American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc., in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

Resolution – Second Reading

VI. MISCELLANEOUS:

ORDINANCE NO. 31970-22

RESOLUTION NO. 6635-22

IMPROVEMENT RESOLUTION NO. 3599-22

INFORMAL RESOLUTION NO. 994-22
City Manager’s Report

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

Date: March 2, 2022
Expense Type: Purchase Order
Total Amount: $1,368,971.30

2022 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See below</td>
<td>See below</td>
<td>See below</td>
</tr>
</tbody>
</table>

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

Description

AVIATION

(A1) P0220656 – GLOBAL ARFF SERVICES LLC, WAXAHACHIE, TX

- Inspection, testing and repair services as needed through 12/31/2022.
- These goods and services are required to ensure functionality of Aircraft Rescue and Firefighting (ARFF) vehicles as required by the Federal Aviation Administration.
- Global ARFF Services LLC is recommended based upon proven past performance; therefore, this purchase was negotiated.
- The Department of Aviation requests additional authority of $70,000.00 through 12/31/2024.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2022</td>
<td>DIA Airport Operations</td>
<td>51000-3223-1160-43</td>
<td>$20,000.00</td>
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<tr>
<td>2023</td>
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<td>$30,000.00</td>
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<tr>
<td>2024</td>
<td>DIA Airport Operations</td>
<td>51000-3223-1160-43</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
FIRE

(B1) P0220651 – TRUCK COUNTRY OF INDIANA INC., STOOPS FREIGHTLINER, LIMA, OH

- Automobile shop repair services as needed through 12/31/2022.
- These services are required to maintain the City’s Department of Fire fleet.
- Twenty (20) possible vendors were solicited, and six (6) bids were received. This order establishes a price agreement per IFB 22004D with pricing through 12/31/2024.
- The Department of Fire requests additional authority of $100,000.00 through 12/31/2024.
- The Department of Fire recommends acceptance of the low and best bid(s). Multiple suppliers are recommended to ensure the best value and availability of services for the City.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>Fire Fleet Management</td>
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<td>$30,000.00</td>
</tr>
<tr>
<td>2023</td>
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<td>$50,000.00</td>
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<tr>
<td>2024</td>
<td>Fire Fleet Management</td>
<td>67000-6330-1167-71</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

HUMAN RESOURCES

(C1) P0220691 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH

- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- The Department of Human Resources requests additional authority of $105,000.00 through 12/31/2023.
- The Department of Human Resources recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-5610-1159-62</td>
<td>$25,000.00</td>
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<tr>
<td>2022</td>
<td>Healthcare Self Insurance</td>
<td>63000-5610-1159-62</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Claims Administration/Worker’s Comp</td>
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<td>$40,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-5610-1159-62</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Healthcare Self Insurance</td>
<td>63000-5610-1159-62</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Claims Administration/Worker’s Comp</td>
<td>65000-5610-1159-62</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>
INFORMATION TECHNOLOGY

(D1) P0220696 – COMMVAULT SYSTEMS, INC., OCEANPORT, NJ

- Computer software maintenance and support services.
- These services are required to maintain and support the City’s enterprise backup system software.
- Commvault Systems, Inc. is recommended as the Original Equipment Manufacturer (OEM) and sole source of these proprietary services; therefore, this purchase was negotiated.
- The Department of Information Technology requests additional authority of $120,000.00 through 12/31/2025.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2023</td>
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<tr>
<td>2024</td>
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<td>10000-5560-1166-65</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

(D2) P0220697 – 3SG PLUS LLC, COLUMBUS, OH

- Renewal of software maintenance services.
- These services are required to maintain and support the City’s enterprise OnBase Document Management System.
- 3SG Plus LLC is recommended based upon proven past performance to ensure consistent quality, compatibility and operational continuity; therefore, this purchase was negotiated.
- The Department of Information Technology requests additional authority of $66,000.00 through 12/31/2025.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2022</td>
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<tr>
<td>2024</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$22,000.00</td>
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<tr>
<td>2025</td>
<td>General Fund</td>
<td>10000-5560-1166-65</td>
<td>$24,000.00</td>
</tr>
</tbody>
</table>

(D3) P0220698 – CADRE COMPUTER RESOURCES COMPANY, CINCINNATI, OH

- Check point firewall hardware replacement and professional services as needed through 12/31/2022.
- These goods and services are required to maintain PCI requirements due to the increased workload on the firewall.
- Cadre Computer Resources Company is recommended to ensure consistent quality, compatibility and operational continuity; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2022</td>
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<td>10000-5560-1413-65</td>
<td>$56,689.60</td>
</tr>
</tbody>
</table>
MUNICIPAL COURT

(E1) P0220658 – PROPIO LS LLC, OVERLAND PARK, KS

- Professional interpreter services as needed through 12/31/2022.
- These services are required to provide professional translation and language interpretation services for the Municipal Court.
- Rates are in accordance with the State of Ohio Term Schedule #CSP901416 and Index #GDC024 with pricing through 8/31/2022.
- The Municipal Court recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-2510-1159-74</td>
<td>$14,000.00</td>
</tr>
</tbody>
</table>

POLICE

(F1) P0220695 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- One-hundred and thirteen (113) Paragon 6 Level IIIA body armor with shock shield.
- These goods are required for personal protection for the new recruit class and to replace expiring vests for current sworn in officers.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S18032 with pricing through 8/31/2022.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0320</td>
<td>$100,231.00</td>
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</table>

PUBLIC WORKS – CIVIL ENGINEERING

(G1) P0220655 – BALDWIN & SOURS INC., COLUMBUS, OH

- Traffic signal cabinets and risers.
- These services are required to maintain the City’s traffic signal cabinets.
- Baldwin & Sours, Inc. is recommended as the original equipment manufacturer (OEM) authorized regional dealer; therefore, this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2022</td>
<td>Street Maintenance</td>
<td>21000-6450-1301-54</td>
<td>$28,261.00</td>
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</table>
PUBLIC WORKS – PROPERTY MANAGEMENT

(G2) **P0220460 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH**
- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $10,000.00 by $15,000.00 for a total not to exceed $25,000.00 and therefore requires City Commission approval.
- The Department of Public Works requests additional authority of $35,000.00 through 12/31/2023.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2022</td>
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<td>2023</td>
<td>General Fund</td>
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<td>$35,000.00</td>
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</tbody>
</table>

WATER – WATER ADMINISTRATION

(H1) **P0220685 – DAYTON SOCIETY OF NATURAL HISTORY, INC., DAYTON, OH**
- Science, technology, engineering and math (STEM) educational programs.
- These services are required to provide water based curriculum after school programing for K-12 students.
- Dayton Society of Natural History, Inc. is the premier regional provider of interactive science learning experience; therefore, this purchase was negotiated.
- Dayton Society of Natural History, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
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<td>53000-9970-1192-54</td>
<td>$18,550.00</td>
</tr>
</tbody>
</table>

WATER – WATER ENGINEERING

(H2) **P0220700 – SHI INTERNATIONAL CORP., COLUMBUS, OH**
- Renewal to Adobe Acrobat Pro and Creative Cloud software licenses and add ten (10) additional users.
- These licenses are required to support existing and new applications in use within the Department of Water.
- SHI International Corp. is recommended to ensure continuity and quality for data protection as the original source of related Adobe Acrobat Pro licenses.
- The Department of Water requests additional authority of $36,000.00 through 12/31/2025.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3421-1164-54</td>
<td>$11,916.69</td>
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<tr>
<td>2023</td>
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<td>$12,000.00</td>
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<tr>
<td>2024</td>
<td>Water Operating</td>
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<td>2025</td>
<td>Water Operating</td>
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<td>$12,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION

(H3) **P0220693 – M & R ELECTRIC MOTOR SERVICE, DAYTON, OH**
- Electrical motor repair, parts, supplies and related items as needed through 9/30/2022.
- These goods and services are required for the repair and purchase or motor equipment and machining.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 15065N with pricing extended through 9/30/2022.
- M & R Electric Motor Service qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
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<td>$20,000.00</td>
</tr>
</tbody>
</table>

(H4) **P0220694 – RO-FLO COMPRESSORS LLC, APPLETON, WI**
- Ro-Flow brand compressors and service as needed through 12/31/2022.
- These goods and services are required for the compressing of methane gas generated from the anaerobic digestion process.
- Ro-Flow Compressors LLC is recommended as the original equipment manufacturer (OEM) for Ro-Flow brand compressors, parts and service; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
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<td>$24,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(H5) **P0220701 – PICKREL BROTHERS, INC., DAYTON, OH**
- Plumbing and related supplies as needed through 12/31/2022.
- These goods are required to replenish inventory utilized for general maintenance and repairs.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 22019N with firm pricing through 12/31/2022.
- Pickrel Brothers, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2022</td>
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<td>53000-3430-1301-54</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

(H6) **P0220702 – SPRINGFIELD OVERHEAD DOOR LLC, SPRINGFIELD, OH**
- Overhead door maintenance and repair services as needed through 12/31/2022.
- These services are required to maintain the overhead doors at various Aviation facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB N19007 with firm pricing through 3/31/2023.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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</table>
WATER – WATER UTILITY FIELD OPERATIONS

(H7) P0220580 – DAY-CON SUPPLIES LLC, DAYTON, OH

- First aid and safety supplies as needed through 12/31/2022.
- These goods and are required to equip City employees with various first aid and safety supplies.
- Twenty (20) possible bidders were solicited and eight (8) bids were received. This order establishes a price agreement per IFB No. S21050 with pricing options through 12/31/2025.
- The Department of Water requests additional authority of $75,000.00 through 12/31/2024.
- Day-Con Supplies LLC qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of lowest and best bid. Multiple suppliers are recommended for award to ensure supplies availability.

<table>
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<tr>
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</table>

(H8) P0220684 – FASTENAL COMPANY, DAYTON, OH

- First aid and safety supplies as needed through 12/31/2022.
- These goods and are required to equip City employees with various first aid and safety supplies.
- Twenty (20) possible bidders were solicited and eight (8) bids were received. This order establishes a price agreement per IFB No. S21050 with pricing options through 12/31/2025.
- The Department of Water requests additional authority of $67,000.00 through 12/31/2024.
- Fastenal Company qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of lowest and best bid(s). Multiple suppliers are recommended for award to ensure supplies availability.

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<tr>
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</table>
WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(H9)  P0220683 – GRAINGER, INC., HARRISON TOWNSHIP, OH

- First aid and safety supplies as needed through 12/31/2022.
- These goods and are required to equip City employees with various first aid and safety supplies.
- Twenty (20) possible bidders were solicited and eight (8) bids were received. This order establishes a price agreement per IFB No. S21050 with pricing options through 12/31/2025.
- The Department of Water requests additional authority of $75,000.00 through 12/31/2024.
- The Department of Water recommends acceptance of lowest and best bid(s). Multiple suppliers are recommended for award to ensure supplies availability.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<td>$40,000.00</td>
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</tbody>
</table>

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

From: 2370 – Planning, Neighborhoods & Dev. / Development

Name: Development Projects Inc.

Address: c/o Dayton Development Coalition
1401 South Main Street, Suite 200
Dayton, OH 45409

Date: March 2, 2022

Expense Type: Service Agreement
Total Amount: $75,000.00 thru 3-31-2023

Fund Source(s) | Fund Code(s) | Fund Amount(s)
--- | --- | ---
General Fund | 16300-2370-1223-41 | $75,000.00

Includes Revenue to the City: No
Affirmative Action Program: No

Description:

Professional Services Agreement

The Department of Planning, Neighborhoods & Development is requesting approval to enter into an Agreement with Development Projects, Inc. (DPI), an affiliate of Dayton Development Coalition (DDC) in the amount of $75,000.00.

This continues our partnership with the DDC for specialized work in economic development on behalf of the City of Dayton. The Scope of Services identifies the primary economic development initiatives to be pursued in partnership with the City of Dayton: City and regional strategy alignment; business attraction, retention, and expansion; coordination with Wright-Patterson Air Force Base; advocate and promote ongoing Federal support for the Dayton VA Campus; site development; data analytics and reporting; and talent availability.

The Agreement will commence upon execution by the City and expire March 31, 2023.

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

Funding source is the Development Fund.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<th>Change Order</th>
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Required Documentation

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

Amount: $ 75,000.00

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Amount: 

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

Attach additional pages for more FOAPALS

Vendor Name: Development Projects, Inc.
Vendor Address: 1401 South Main Street, Suite 200 Dayton OH 45409
Federal ID: 31-1425883
Commodity Code: 96129
Purpose: Agreement with Dayton Development Coalition dba Development Projects, Inc. to promote economic development in the City of Dayton.

Contact Person: Jill Bramini

Originating Department Director's Signature: [Signature]

Date: 2/22/2022

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 2/23/22

CF Prepared by: [Signature]
Date: 2/23/22

CF/CT Number: C22 32971

Finance Department
October 18, 2011
AGREEMENT

This AGREEMENT ("Agreement") is made between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Development Projects, Inc., ("DPI"), an entity incorporated under the laws of the State of Ohio and having its principal offices located at 1401 South Main Street, Suite 200, Dayton, OH 45409 and entered into this __________ day of __________ 2022.

WITNESSETH THAT:

WHEREAS, The City’s Department of Economic Development identified a need for certain professional services for its economic development programs, projects and initiatives; and,

WHEREAS, DPI is an affiliate of the Dayton Development Coalition, organized for the purpose of promoting regional economic development in partnership with local, regional, state, and federal government agencies; and,

WHEREAS, DPI represented that it is a skilled, experienced, and competent economic development organization, with the personnel and data to perform the professional services set forth hereinafter.

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

ARTICLE 1. SCOPE OF SERVICES

DPI agrees to partner with the City to promote and advance the City’s Economic Development strategy. DPI shall provide the specific services set forth in Exhibit A, titled “Scope of Services,” which is attached hereto and incorporated herein by reference. The services provided hereunder shall be collectively referred to as the “Development Services.” DPI will provide a detailed progress report of actual services provided on or about September 15, 2022 and March 15, 2023.

ARTICLE 2. TERM AND TERMINATION

This Agreement is effective upon execution by the City and it will expire March 31, 2023, unless extended by mutual agreement of the parties.

Either party may terminate this Agreement at any time or without cause upon giving the other party thirty (30) days advance written notice. The notice of termination shall be made by mailing written notice to the addresses listed below by certified mail to its usual place of business. If such termination occurs, DPI will be paid for the professional services actually performed up to the effective date of termination.

ARTICLE 3. COMPENSATION

Total compensation under this Agreement shall not exceed Seventy-Five Thousand Dollars and Zero Cents ($75,000.00) for the Development Services provided.

City will issue payment to DPI in an amount equal to 50% percent (50%) of the total funding upon receipt of an invoice at the beginning of the term and 50% percent (50%) of the total funding upon receipt of an invoice from DPI in March 2023.
DPI agrees that the funding referred to above will be used solely and exclusively by DPI for the Development Services and appropriate accounting procedures will be established to maintain separate accounts for all public funds.

ARTICLE 4. LIABILITY AND INDEMNIFICATION

DPI shall defend, indemnify, and hold harmless the City and its elected officials, employees, and agents from and against all judgments, losses, damages, and expenses for bodily injury, death, and physical damage to real or tangible personal property, to the extent such judgments, losses, damages, or expenses are caused by DPI’s acts, errors, or omissions arising out of its performance herein.

The parties hereto specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City will not, under any circumstances, be liable or responsible for any negligent acts, errors, or omissions of DPI.

Regardless of completion of the services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article will survive.

ARTICLE 5. 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:

DPI: Jeff Hoagland  
President & CEO  
Dayton Development Coalition  
1401 South Main Street, Suite 200  
Dayton, OH 45409

The City: Todd Kinskey, Director  
Department of Planning, Neighborhoods & Development  
City of Dayton, Ohio  
101 West Third Street  
Dayton, Ohio 45402

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

ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY

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

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith will constitute a breach hereof.
ARTICLE 7. INDEPENDENT CONTRACTOR

DPI will, at all times, be an independent contractor and not subject to control by the City, except as provided pursuant to this Agreement. As an independent contractor, the parties hereby agree that the relationship between the parties will not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative.

DPI understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not the City’s employees and are not entitled to any of the emoluments of City of Dayton employment. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership. Further, DPI will be responsible to withhold and pay, or cause such agents, contractors, or sub-contractors to withhold and pay, all local, state, and federal taxes.

ARTICLE 8. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

ARTICLE 9. INSURANCE

During the performance of the Services under this Agreement, DPI shall maintain at least the following insurance:

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

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

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

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

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

ARTICLE 10. GENERAL PROVISIONS

A. Conflict of Interest. DPI covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the project.

B. Governing Law and Venue. This Agreement is 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, and is deemed to be executed in Dayton, Ohio. Any suit
regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and DPI.

D. **Assignment.** Neither the City nor DPI may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article will prevent DPI from employing independent consultants, associates, and subcontractors to assist in the performance of the services.

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the City and DPI, each by a duly authorized representative, have executed this Agreement on the date below.

CITY OF DAYTON, OHIO

__________________________________________
City Manager

Date: __________________________

APPROVED AS TO FORM AND CORRECTNESS:

__________________________________________
City Attorney

DEVELOPMENT PROJECTS, INC.

By: __________________________

Its: Treasurer

Date: 2/21/2022

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

__________________________________________, 2022

Min./Bk. _____________ Pg. __________

__________________________________________
Clerk of the Commission
EXHIBIT A
2022-2023 Scope of Services

The Dayton Development Coalition (DDC) will partner with the City of Dayton Department of Planning, Neighborhoods & Development to conduct the following activities:

(1) **City and Regional Strategy Alignment**
   a. Lead the development of a Regional Comprehensive Economic Development Strategy (CEDS)
   b. Support the City’s update of a Manufacturing Strategy
   c. Support development around the Dayton International Airport and Dayton Wright Brothers Airport

(2) **Business Attraction** – Identify business attraction opportunities through various collaborative initiatives:
   a. FDI Mission Trips
   b. Domestic Market Visits
   c. Industry Trade Shows & Networking Events
   d. Other events and activities, including virtual

(3) **Business Retention and Expansion** – Collaborate with the City to schedule, conduct and follow-up on BRE visits with companies located in the City of Dayton.
   a. Meet with City staff semi-annually to discuss BRE planning & priorities

(4) **Coordination with Wright-Patterson Air Force Base** – The goal is to strengthen relationships and identify mutually beneficial opportunities between the City and WPAFB. Priorities include the attraction and support of defense contractors located in the City of Dayton and other Dayton businesses providing support to the Base.
   a. Schedule and facilitate an annual meeting between City of Dayton, DDC and 88th ABW leadership

(5) **Advocate and promote ongoing Federal support for the Dayton VA Campus** - The goal is to strengthen relationships and identify opportunities for the community to support the VA’s future success.
   a. Schedule and facilitate an annual meeting between City of Dayton, Dayton VA and DDC leadership

(6) **Site Development** – Support opportunities for site development and building revitalization including attracting financial resources. These efforts can include development-ready assessments and certification through SiteOhio and current or future large and/or catalytic projects.
a. Meet with City of Dayton staff semi-annually to discuss site development priorities

(7) **Data Analytics and Reporting** – Provide research and analysis regarding:
   a. RFI Data Assistance
   b. Property inventory updates and site visits
   c. Site seeker status reporting
   d. Ad hoc data and research reports upon request

(8) **Talent Availability** – Address workforce and talent issues in support of business expansion and attraction projects.
   a. Meet with City of Dayton staff annually to provide an overview of grassroots and programmatic talent & workforce resources available to Dayton businesses

(9) **DRITA** – The Dayton Region Israel Trade Alliance partnership between the City of Dayton, Montgomery County and the DDC is funded and tracked under a separate agreement

(10) **Other Activities** – Additional services as mutually agreed upon shall be agreed to in writing.
City Hall Ludlow Street Vault Roof Slab Replacement and ADA Access (Open Market) Change Order Number 1

The Department of Public Works proposes Change Order Number 1 for $61,397.80 to the existing contract with J.L. Kuck General Contractors, Inc., for the City Hall Ludlow Street Vault Roof Slab Replacement and ADA Access project. This Change Order Number 1 includes owner requested changes, altered work due to differing field conditions, or extra work. A more precise description of all work performed under this change order is attached.

This Change Order Number 1 is fully funded from Facilities Improvements Fund.

The original contract amount was $950,000.00. Change Order Number 1, which totals $61,397.80, will increase the contract amount with J.L. Kuck General Contractors, Inc. for the City Hall Ludlow Street Vault Roof Slab Replacement and ADA Access project to $1,011,397.80.

This Change Order Number 1 has been reviewed by the Department of Law as to form and correctness.

A copy of Change Order Number 1 and a Certificate of Funds are attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
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Required Documentation
- Initial City Manager's Report
- Initial Certificate of Funds
- Initial Agreement/Contract
- Copy of original City Manager's Report
- Copy of Original Certificate of Funds

| Amount: | $61,397.80 |
| Fund Code | 40003 6480 1425 54 XXXX XXXX |
| Fund | Org | Acct | Prog | Act | Loc |
| Amount: | | |
| Fund Code | XXXX XXXX XXXX XX XXXX XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: J.L. Kuck General Contractors, Inc.
Vendor Address: 1905 S. State Route 48 Ludlow Falls OH 45339
Street City State Zipcode + 4
Federal ID: 311256810
Commodity Code: 91831
Purpose: Change Order No. 1 for City Hall Ludlow Street Vault Roof Slab Replacement and ADA Access (Open Market).

Contact Person: Chatan Robinson
Public Works/Property Management Department/Division 2/16/2022
Date

Originating Department Director's Signature: Thomas J. Ritchie Jr. 2-17-2022

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

CF Prepared by

October 18, 2011
CHANGE ORDER NUMBER 1

This Change Order Number 1 ("Change Order"), is entered into this ___ day of ________, 2022 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as “City”) and J.L. Kuck General Contractors, Inc. (hereinafter referred to as “Contractor”).

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into an contract for the City Hall Ludlow Street Vault Roof Slab Replacement & ADA Access project (Open Market) ("Project"), CT21-2915 dated January 27, 2021 ("Contract"), to remove and replace a supported structural slab and sidewalk along the Ludlow Street side of City Hall including an accessible entrance; and,

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

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

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

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

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

a. Item No. 1, Price Reduction to Use City “D” Concrete in Lieu of Specified Concrete for Non-Structural Concrete 1 LUMP
b. Item No. 2, Alternate No. 4, Price Increase to Match Existing Railing on North Ludlow Street 1 LUMP
c. Item No. 3, Hazardous Material Abatement Allowance Overage 1 LUMP
d. Item No. 4, Bulletin No. 1: Install PVC Sleeves in Beams for Future Use 1 LUMP
e. Item No. 5, Bulletin No. 2: Remove & Replace Concrete Floor in Phase 1 Area 1 LUMP
f. Item No. 6, Building Permit Allowance Overage 1 LUMP
g. Item No. 7, Repair Front Steps at City Hall 1 LUMP
h. Item No. 8, Bulletin No. 4: Remove and Replace Storm Sewer at Curb in Phase 1 and Phase 2 Areas 1 LUMP
i. Item No. 9, Remove and Replace Additional Railing on North Ludlow Street, Sidewalk on Grade Area 1 LUMP
j. Item No. 10, Alternate No. 7, Remove and Replace Existing Sidewalk on Grade & Storm Improvements 1 LUMP
k. Item No. 11, Traffic Coating Credit due to Nonperformance 1 LUMP
l. Item No. 12, Scraping Waterproofing at Foundation Wall for Entire Area due to Differing Site Conditions 1 LUMP
m. Item No. 13, Price Deduction to Nonperform Storm Improvements in Field Change Order No. 10 1 LUMP
n. Item No. 14, Price Increase to Add Automatic Door Opener on Both North Ludlow Street Doors 1 LUMP
o. Item No. 15, Additional Overhead Patch Repairs Performed as T&M 1 LUMP
p. Item No. 16, Installation of Railing on Third Street Entrance Vestibule 1 LUMP

Section 2. In consideration of Contractor’s performance of the additional work described in Section 1 above, the City will pay Contractor an amount not to exceed One Hundred Thirty-Eight Thousand
Six Hundred Ninety-Nine Dollars and Eighty Cents ($699.80), of which Seventy-Seven Thousand Three Hundred Two Dollars and Zero Cents ($77,302.00) will come from existing project contingency allowance, leaving a total additional cost of Sixty-One Thousand Three Hundred Ninety-Seven Dollars and Eighty Cents ($61,397.80) for this Change Order. Payment will be made as itemized in the document attached hereto as Exhibit A.

Section 3. The City and Contractor agrees to extend the Project completion date from October 1, 2021 to January 31, 2022.

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

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

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

CITY OF DAYTON, OHIO

City Manager

J.L. KUCK GENERAL CONTRACTORS, INC.

Title

APPROVED AS TO FORM
AND CORRECTNESS:

2/4/2022

John Musto for

City Attorney

Signed by: Musto, John

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

Date

Min./Bk. _____  Pg. _____

Clerk of the Commission
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUAN.</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Price Reduction to Use City &quot;D&quot; Concrete in Lieu of Specified Concrete for Non-Structural Concrete</td>
<td>1</td>
<td>LS</td>
<td>-$10,500.00</td>
<td>-$10,500.00</td>
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<td>2</td>
<td>Alternate No. 4, Price Increase to Match Existing Railing on North Ludlow Street</td>
<td>1</td>
<td>LS</td>
<td>$19,850.00</td>
<td>$19,850.00</td>
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<td>3</td>
<td>Hazardous Material Abatement Allowance Overage</td>
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<td>LS</td>
<td>$867.50</td>
<td>$867.50</td>
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<td>4</td>
<td>Bulletin No. 1: Install PVC Sleeves in Beams for Future Use</td>
<td>1</td>
<td>LS</td>
<td>$1,833.30</td>
<td>$1,833.30</td>
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<tr>
<td>5</td>
<td>Bulletin No. 2: Remove &amp; Replace Concrete Floor in Phase 1 Area</td>
<td>1</td>
<td>LS</td>
<td>$57,720.00</td>
<td>$57,720.00</td>
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<td>6</td>
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<td>$2,669.12</td>
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<td>7</td>
<td>Repair Front Steps at City Hall</td>
<td>1</td>
<td>LS</td>
<td>$2,698.73</td>
<td>$2,698.73</td>
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<td>8</td>
<td>Bulletin #4: Remove and Replace Storm Sewer at Curb in Phase 1 and Phase 2 Areas</td>
<td>1</td>
<td>LS</td>
<td>$5,888.57</td>
<td>$5,888.57</td>
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<td>9</td>
<td>Remove and Replace Additional Railing on North Ludlow Street, Sidewalk on Grade Area</td>
<td>1</td>
<td>LS</td>
<td>$21,166.00</td>
<td>$21,166.00</td>
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<tr>
<td>10</td>
<td>Add Alternate No. 7, Remove and Replace Existing Sidewalk on Grade &amp; Storm Improvements</td>
<td>1</td>
<td>LS</td>
<td>$28,790.00</td>
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<td>11</td>
<td>Traffic Coating Credit due to Nonperformance</td>
<td>1</td>
<td>LS</td>
<td>-$3,700.00</td>
<td>-$3,700.00</td>
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<tr>
<td>12</td>
<td>Scraping Waterproofing at Foundation Wall for Entire Area due to Differing Site Conditions</td>
<td>1</td>
<td>LS</td>
<td>$5,890.50</td>
<td>$5,890.50</td>
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<tr>
<td>13</td>
<td>Price Deduction to Nonperform Storm Improvements in Field Change Order No. 10</td>
<td>1</td>
<td>LS</td>
<td>-$2,990.00</td>
<td>-$2,990.00</td>
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<tr>
<td>14</td>
<td>Price Increase to Add Automatic Door Opener to Both North Ludlow Street Doors</td>
<td>1</td>
<td>LS</td>
<td>$2,682.75</td>
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<tr>
<td>15</td>
<td>Additional Overhead Patch Repairs Performed as T&amp;M</td>
<td>1</td>
<td>LS</td>
<td>$2,131.68</td>
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<td>16</td>
<td>Installation of Railing on Interior Steps on Third Street Entrance Vestibule</td>
<td>1</td>
<td>LS</td>
<td>$2,701.65</td>
<td>$2,701.65</td>
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</table>

**Sum of Additional Work:** $138,699.80

**Less Existing Contingency Allowance:** $77,202.00

**Total Change Order No. 1:** $61,397.80
City Manager's Report

From 6480 - PW/Property Management

Supplier, Vendor, Company, Individual

Name J.L. Kuck General Contractors, Inc.

Address 1905 S. State Route 48
Ludlow Falls, Ohio 45339

Date January 27, 2021

Expense Type Award of Contract

Total Amount $950,000.00 thru 12/31/2023

Fund Source(s) Fund Code(s) Fund Amount(s)
2020 Fac. City Hall ADA Entrance & Vault Repair 49005-6480-1425-54 $950,000.00

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

Description

CITY HALL LUDLOW STREET VAULT ROOF SLAB REPLACEMENT AND ADA ACCESS (OPEN MARKET)

The Department of Public Works request permission to enter into a Contract with J.L. Kuck General Contractors, Inc. in the amount of $950,000.00 for the City Hall Ludlow Street Vault Roof Slab Replacement and ADA Access project. This amount includes the base bid in the amount of $872,698.00 and Alternate No. 1 – Contingency Allowance in the amount of $77,302.00. This project consists of full depth replacement of the Ludlow Street vault roof slab, which also serves as a section of sidewalk abutting City Hall. An ADA accessible entrance will also be constructed at the Ludlow Street entrance into City Hall by means of a new ramp and landing in front of the existing entrance and an interior ADA lift.

Three bids were received for this project on December 17, 2020. After evaluating the bids, J.L. Kuck General Contractors, Inc.’s bid was determined to be the lowest and best. The estimated cost for the project was $864,000.00. The time bid for completion is October 1, 2021.

This project is fully funded using the 2020 Facility City Hall ADA Entrance & Vault Repair fund.

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

Signatures/Approval

Approved by City Commission

Rashella Lavender
Clerk
January 27, 2021
Date

Updated 1/2019
## CERTIFICATE OF FUNDS

### SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract Start Date**: Upon Execution  
**Expiration Date**: 12/31/23  
**Original Commission Approval**: $950,000.00  
**Initial Encumbrance**: $950,000.00  
**Remaining Commission Approval**: $-

### Required Documentation

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

<table>
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<tr>
<th>Amount:</th>
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</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

### Attach additional pages for more FOAPALS

- **Vendor Name**: J.L. Kuck General Contractors, Inc.
- **Vendor Address**: 1905 S. State Route 48, Ludlow Falls, OH, 45339
- **Federal ID**: 311256810
- **Commodity Code**: 91831
- **Purpose**: City Hall Ludlow Street Vault Roof Slab Replacement and ADA Access (Open Market)

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<tr>
<td>Fund</td>
<td>Org</td>
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</tbody>
</table>

### Contact Person:
- **Chatan Robinson**
- **Public Works/Property Management**
- **Department/Division**
- **Date**: 1/14/2021

### 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**:  
**Date**: 1/15/2021

**CF Prepared by**:  
**Date**: 1/15/2021

**CF/CT Number**: CT21-0915
City Manager’s Report

From
1400 - Human Relations Council
Supplier, Vendor, Company, Individual
Name
Miami Valley Fair Housing Center, Inc.
Address
505 Riverside Drive
Dayton, OH 45405

Date March 2, 2022
Expense Type Service Agreement
Total Amount $25,000.00 thru 12/31/22

<table>
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<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>HUD Fair Housing Special Revenue</td>
<td>23919-1400-1159-57</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

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

Description

Miami Valley Fair Housing Center, Inc. Sub-recipient Agreement

The Human Relations Council (HRC) requests permission to enter into a Sub-recipient Agreement with Miami Valley Fair Housing Center, Inc. (MVFHC) for $25,000.00 for implementation of the Housing Discrimination Testing Program and funding for education and outreach to the immigrant and refugee community.

MVFHC is a private non-profit fair housing organization. Their mission is to eliminate housing discrimination and ensure equal housing opportunity for all people in our region. The Housing Discrimination Testing Program will include conducting tests of fair housing complaints received by the City and referred to MVFHC. Each complaint-based test shall include appropriate testing methodology to sufficiently document variations in the quality, quantity, and content of information and services offered or given to various home seekers by housing or housing service providers. They will also conduct twelve (12) random tests, with areas of focus to be jointly identified by the HRC and MVFHC.

This Agreement shall commence upon execution and shall expire on December 31, 2022.

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

The funding source is the Special Revenue Uncommitted - Fair Housing.

A Certificate of Funds for $25,000.00 and a copy of the Agreement are attached.

Signatures/Approval

Division
Human Relations Council
Department
City Manager

Approved by City Commission
Clerk
Date

FORM NO. MS-16

Updated 10/2019
**SECTION I - to be completed by User Department**

- **New Contract**: x
- **Renewal Contract**: ___
- **Change Order**: ___

<table>
<thead>
<tr>
<th><strong>Contract Start Date</strong></th>
<th>Upon Execution</th>
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<tr>
<td><strong>Expiration Date</strong></td>
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<td><strong>Initial Encumbrance</strong></td>
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<td><strong>Remaining Commission Approval</strong></td>
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<td><strong>Increase Encumbrance</strong></td>
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<tr>
<td><strong>Decrease Encumbrance</strong></td>
<td>$ -</td>
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</table>

<table>
<thead>
<tr>
<th><strong>Required Documentation</strong></th>
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</thead>
<tbody>
<tr>
<td>x Initial City Manager's Report</td>
</tr>
<tr>
<td>x Initial Certificate of Funds</td>
</tr>
<tr>
<td>x Initial Agreement/Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Copy of City Manager's Report</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Copy of Original Certificate of Funds</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Amount:</strong></th>
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<td><strong>Loc</strong></td>
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<td><strong>Org</strong></td>
<td>Fund</td>
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<td><strong>Act</strong></td>
<td>Prog</td>
</tr>
<tr>
<td><strong>Loc</strong></td>
<td>Act</td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALS**

- **Vendor Name**: Miami Valley Fair Housing Center, Inc.
- **Vendor Address**: 505 Riverside Drive Dayton OH 45405
- **Federal ID**: 311384075
- **Commodity Code**: 91865
- **Purpose**: For implementation of Fair Housing Discrimination Testing Program

<table>
<thead>
<tr>
<th><strong>Contact Person</strong>: Wendy Mitchell</th>
<th><strong>Human Relations Council</strong></th>
<th>2/15/2022</th>
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</thead>
<tbody>
<tr>
<td><strong>Department/Division</strong></td>
<td><strong>Date</strong></td>
<td></td>
</tr>
</tbody>
</table>

**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**: [Signature]

**Date**: 2/22/22

**CF Prepared by**: [Signature]

**Date**: 2/21/22

**CF/CT Number**: CT22-3233
TESTING AGREEMENT FOR THE
MIAMI VALLEY FAIR HOUSING CENTER, INC.

THIS TESTING AGREEMENT ("Agreement"), entered into this __________ day of ______, 2022, is between the CITY OF DAYTON, a municipal corporation in and of the State of Ohio, ("City"), and MIAMI VALLEY FAIR HOUSING CENTER, INC., a not-for-profit corporation organized under the laws of the State of Ohio ("Contractor").

WITNESSETH THAT:

WHEREAS, the City entered into various contracts with the United States Department of Housing and Urban Development ("HUD") providing for financial assistance to the City under Section 817 of Title VIII of the Fair Housing Act of 1968; and

WHEREAS, the City’s Human Relations Council ("HRC") is a “substantially equivalent” Fair Housing Assistance Program ("FHAP") authorized to provide investigation and resolution of complaints of housing discrimination under Title VIII of the Fair Housing Act; and

WHEREAS, the City is committed to affirmatively furthering fair housing, eliminating illegal housing discrimination, and ensuring that its current and potential residents are afforded equal housing opportunity; and

WHEREAS, the Contractor is recognized as a Qualified Fair Housing Organization ("QFHO") that serves the region and provides fair housing testing services and other fair housing educational services as a Fair Housing Initiatives Program ("FHIP"); and

WHEREAS, the Contractor possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a HUD grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as provision of fair housing testing and consultation services.

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

ARTICLE 1. SCOPE OF SERVICES
Contractor shall provide all services described in Exhibit A, which is attached hereto and incorporated herein as Exhibit A – Scope of Services ("Services"), in a manner satisfactory to the City. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by an organization under similar circumstances.

ARTICLE 2. TERM OF CONTRACT
This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and Services required herein shall be completed
and this Agreement shall terminate on December 31, 2022, or at such time as all funds hereunder are expended, whichever date occurs first.

**ARTICLE 3. GRANT OF FUNDS AND PAYMENT**
The City shall make available to Contractor an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS ($25,000) for the work and Services to be provided by the Contractor pursuant to this Agreement. This funding is contingent upon the City receiving the projected 2021 allocation of FHAP funds.

Funds to be provided hereunder shall be expended in accordance with the budget set forth in Exhibit B. Payment to Contractor shall be made in accordance with the “Payment Procedures” set forth in Section III of Exhibit A.

**ARTICLE 4. GENERAL CONDITIONS**

A. **Independent Contractor**
The parties hereby agree that the Contractor is an “Independent Contractor” and not subject to the control of the City, except as provided herein. At no time shall the relationship between the parties under this Agreement be construed, held out, or considered as a joint venture principal-agent or employer-employee. Contractor understands and agrees that any and all persons retained or hired to perform the Contractor’s duties and responsibilities under this Agreement are not City employees and are not entitled to any of the emoluments of City employment. Contractor and its employees are not “public employee” for the purpose of Ohio Public Employees Retirement System membership. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers’ Compensation Insurance, as the recipient Contractor is an Independent Contractor.

B. **Indemnification**
Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Contractor or its employees, agents, Subrecipient(s), subcontractor(s) and representatives.

This provision shall survive termination or expiration of this Agreement.

C. **Workers’ Compensation**
The Contractor shall provide Workers’ Compensation Insurance Coverage for all its employees assigned to the performance of this Agreement.

D. **Amendments**
The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by the HRC’s Executive
Director or their designee and, if applicable or required, approved by the Commission of
the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or
release the Grantee or Contractor from its obligations under this Agreement.

E.  Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if
the Contractor materially fails to comply with any terms of this Agreement, which
include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to
   herein, or such statutes, regulations, executive orders, and HUD guidelines,
   policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Contractor to fulfill in a timely and proper
   manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Contractor to the City reports that are incorrect or
   incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for
convenience by either the City or the Contractor, in whole or in part, by setting forth the
reasons for such termination, the effective date, and, in the case of partial termination, the
portion to be terminated. However, if in the case of a partial termination, the City
determines that the remaining portion of the award will not accomplish the purpose for
which the award was made, the City may terminate the award in its entirety.

F.  Political Contributions

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

G.  Waiver

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

ARTICLE 5.  CONTACTS

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

City of Dayton:  
ATTN: Erica Fields

MVFHC:  
ATTN: Jim McCarthy
Nothing contained in this section shall be construed to restrict the transmission of routine communication between representatives of the City and MVFHC.

ARTICLE 6. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
   The Contractor agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
   The Contractor shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records
   a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.

   b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained
   The Contractor shall maintain all records required by the federal regulations specified in 24 CFR 570.506, which are pertinent to the Services and work to be funded under this Agreement. Such records shall include, but not be limited to:

   a. Records providing a full description of each activity undertaken;

   b. Records required to determine the eligibility of activities;
c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
d. Financial records are required by 24 CFR 570.502 and 24 CFR 84.21-28; and
e. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention of Records and Documentation
The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities provided under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Disclosure
The Contractor understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City’s or Contractor’s responsibilities with respect to work or Services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

4. Close-Outs
The Contractor’s obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over FHAP funds, including Program Income.

5. Audits, Monitoring, and Evaluation
All Contractor records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after notice thereof. Failure of Contractor to comply with the above audit requirements will constitute a violation
of this Agreement and may result in the withholding of future payments. Contractor hereby agrees to have an annual audit conducted in accordance with current City policy concerning Subrecipient and Contractor audits and, as applicable, OMB Circular A-133, which is incorporated herein by reference.

Contractor shall allow City to conduct on-site monitoring, tests, and inspections according to a mutually agreed upon schedule as defined by Exhibit C, which is attached hereto and incorporated herein. Contractor shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

6. Property Records
The Contractor shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 560.503 (b) (8), as applicable.

C. Reporting Procedures

1. Indirect Costs
If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the appropriate Contractor's share of administrative cost and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

2. Payment Procedures
The City will pay to the Contractor funds available under this Agreement based upon information submitted by the Contractor and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Contractor, and not to exceed the actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in Contractor accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Contractor.

3. Progress Reports
Contractor shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. Procurement

1. Compliance
Contractor shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be
procured with the FHAP funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

2. OMB Standards
Unless specified otherwise within this Agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel
The Contractor shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

ARTICLE 7. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance
Contractor agrees to comply with all local and state civil rights statutes, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination
The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

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

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

3. Land Covenants
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504
The Contractor shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action
1. Approved Plan
Contractor agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Contractor to assist in the formulation of such program. Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Contractor must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses
The Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
The Contractor shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications
The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity
The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards
The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

9
The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Granteec pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability
The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. Subcontracts
   a. Approvals
      The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

   b. Monitoring
      The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

   c. Content
      The Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

   d. Selection Process
      The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement
requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. Hatch Act
The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest
The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

  a. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

  b. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

  c. No covered persons who exercise or have exercised any functions or responsibilities with respect to FHAP-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the FHAP-assisted activity, or with respect to the proceeds from the FHAP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, Subrecipient, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

5. Lobbying
The Contractor hereby certifies that:

  a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

6. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

7. Copyright
If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities
The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE 8. SEVERABILITY
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE 9. SECTION HEADINGS AND SUBHEADINGS
The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE 10. WAIVER
The City’s failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE 11. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the City and the Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Contractor with respect to this Agreement.

ARTICLE 12. REFERENCES TO LAW
All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

ARTICLE 13. APPLICABLE LAW AND VENUE
This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Contractor irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

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

CITY OF DAYTON, OHIO

__________
City Manager

MIAMI VALLEY FAIR HOUSING CENTER, INC.

By: ____________________________

Print: ____________________________

Its: ____________________________

APPROVED AS TO FORM AND CORRECTNESS:

1/5/2022

X John Musto for
City Attorney

Signed by: Musto, John

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

______________________________, 2022

Min./Bk. __________ Page _________

______________________________
Clerk of the Commission
EXHIBIT A
SCOPE OF SERVICES
Miami Valley Fair Housing Center, Inc.
Fair Housing Testing and Fair Housing Consultation Services

I. Program Description.

The Miami Valley Fair Housing Center ("MVFHC" or "Contractor") is a private, non-profit fair housing organization that is recognized by the Internal Revenue Service as a 501(c)(3) tax-exempt organization. The mission of the MVFHC is to eliminate housing discrimination and ensure equal housing opportunity for all people in our region, the State of Ohio, and nationally.

Specifically, the Miami Valley Fair Housing Center seeks to eliminate housing discrimination against all persons because of race, color, religion, national origin, sex, disability, familial status, sexual orientation, gender identity or any other characteristic protected under state or local laws. In furthering this goal, MVFHC engages in activities designed to encourage fair housing practices through educational efforts; assists persons who believe they have been victims of housing discrimination; identifies barriers to fair housing in order to help counteract and eliminate discriminatory housing practices; works with elected and government representatives to protect and improve fair housing laws; and takes all appropriate and necessary action to ensure that fair housing laws are properly and fairly enforced throughout the Miami Valley.

II. Principal Use of FHAP funds

The Contractor shall use City of Dayton FHAP funds for implementation of the Housing Discrimination Testing Program, not to exceed Twenty-Five Thousand Dollars and No Cents ($25,000), over the twelve-month period contemplated in this agreement. The Housing Discrimination Program will include:

A. Fair Housing Complaint-based Testing by Contractor:

1) Conduct tests of fair housing complaints received by the City and referred to Contractor.

2) Each complaint-based test shall include appropriate testing methodology to sufficiently document variations in the quality, quantity and content of information and services offered or given to various home seekers by housing or housing service providers.

3) Complaint-based tests shall be performed within seven (7) business days of receipt of the complaint by Contractor, unless testing is delayed by circumstances beyond Contractor's control, in which event tests shall be performed within ten (10) business days of receipt of the complaint by Contractor.

4) Submission of the paperwork documenting each test to be submitted with full descriptive details and provided to the City within two weeks of the test.
5) Contractor’s testers must commit to be available and willing to testify concerning their test as appropriate in hearings resulting from the complaint and pursuant testing.

6) The Fair Housing Complaint Testing described above will be performed as requested by City. All testing performed under this contract must be completed within City of Dayton limits and reporting must be performed to meet the requirements of HUD and reporting must be performed to meet the requirements of HUD.

B. Fair Housing Random Testing by Contractor:

1) Conduct twelve (12) random fair housing tests with areas of focus to be jointly identified by the City and Contractor. The amount of random tests will be reduced if complaint-based tests are referred by the City and performed by the Contractor.

2) A majority of the proposed random testing will be paired tests in which the control tester will be slightly less qualified than the protected group tester so that, on paper, the appropriate business decision would be to select the protected group tester because of his/her better qualifications. This controlled method allows for documentation in variations in the quality, quantity and content of information and services offered or given to various home seekers by housing or housing service providers.

3) Submission of a narrative summary of the random tests conducted during the preceding quarter will be provided to the City by the Contractor within thirty days from the end of each quarter of the Agreement period.

4) Contractor’s testers must commit to be available and willing to testify concerning their test as appropriate in hearings resulting from the complaint and pursuant testing.

5) All Fair Housing Random Testing described above will be completed during a twelve (12) month period to be established by City. All testing performed under this contract must be completed within city of Dayton corporate limits and reporting must be performed to meet the requirements of HUD and reporting must be performed to meet the requirements of HUD.

C. Fair Housing Consultation Service:

Contractor shall consult with representatives of City to advise City on specific fair housing issues, offer fair housing expertise and offer written recommendations. The City will deliver questions to the Consultant by e-mail and/or telephone conversations and Contractor shall respond to City within seven (7) business days, if not sooner.
D. Processes and Procedures

Contractor agrees to meet with City within thirty (30) days of the date first above written to formulate mutually acceptable processes and procedures which shall govern the testing to be performed under the Testing Agreement.

III. Payment Procedures

The City shall reimburse Contractor for all cost expenditures made in accordance with the Housing Discrimination Testing Program as described in Exhibit A, Scope of Services. The total remuneration under the Testing Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($25,000.00).

A. Timing

The City will make payment to the Contractor upon receipt of invoice and the final testing report after the end of the contract term. Unless the amount is disputed or a lack of sufficient documentation exists to support the requested funds, the city will pay Contractor no later than thirty (30) days from the date the City receives the invoice and final report.

B. Compensation

1. The City shall pay Contractor for testing and consulting services at the annual amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). The Contractor shall submit a written report of the random test results and complaint-based test results rendered in proper form.

2. Contractor will make its personnel identified below available to City for consultation, upon request by City, at the following rates. Contractor will track and bill its consultation time by the quarter (.25) of an hour. Contractor will submit invoices for billable hours to City quarterly.

<table>
<thead>
<tr>
<th>Name</th>
<th>Hourly Rate</th>
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<tr>
<td>Jim McCarthy, President/CEO</td>
<td>$250.00</td>
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<td>John Zimmerman, Vice President</td>
<td>$240.00</td>
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<tr>
<td>Elizabeth Redmon, Fair Housing Specialist</td>
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<tr>
<td>Miranda Wilson, Fair Housing Analyst</td>
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<td>Joi Hoton, Intake Specialist</td>
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<td>David Lauri, Director of IT</td>
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<td>Jason Collins, IT Specialist</td>
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<td>Tom Toberen, Operations Specialist</td>
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<td>Lisa Arlt, CPA, Finance Manager</td>
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<tr>
<td>Emily Simon, Bookkeeper</td>
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</tr>
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</table>
C. Supporting Documentation for Invoice Reimbursement Requests

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

   a. The number of Complaint-based Tests completed under the Program or project funded;
   b. The number of Random Tests completed under the Program or project funded;

2. Invoices for payment shall be submitted on the Contractor’s letterhead and must contain the following information:

   a. City contract number;
   b. Invoice number;
   c. Period covered;
   d. Work done, accomplishments summary, clients served, etc.;
   e. Total amount requested;
   f. List of enclosed documents;
   g. Contract balance;
   h. Other information the Contractor was to communicate to the Project Coordinator;
   i. Signature of Contractor’s President/CEO.

IV. Documentation and Record Keeping

The following financial records related to the payment of salaries and fringes for operational staff:

A. Accounting journals and ledgers
B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)
C. Bank account records
D. Time sheets for personnel
E. Payroll records and reports
F. Documentation of other administrative costs charged
G. Financial reports
H. Audit files
I. Financial correspondence

Such information shall be made available to the City for review upon request. Contractor will maintain case files, including the above information, for a period of not less than four years after completion of the Program. Contractor will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VI of the Agreement.
V. Reporting and Evaluation Procedures

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. The Contractor agrees to submit the following reports.

A. Quarterly Progress Reports

The Miami Valley Fair Housing Center must submit a quarterly progress report that details at a minimum, the following (for that reporting period):

1. The number of Complaint-based Tests conducted;
2. A brief summary of the findings of the Complaint-based Tests conducted;
3. The number of Random Tests conducted;
4. A brief summary of the findings of the Random Tests conducted;

The progress reports will be forwarded and coincide with each invoice sent to the City. All reports shall be submitted to the Executive Director of the Human Relations Council.

B. Cumulative Report

Within sixty (60) days after expiration or termination of this Agreement, MVFHC shall submit a cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe MVFHC’s activities and outcomes of the services provided. This exhibit shall survive termination or expiration of this Agreement.

C. Meetings and Evaluation

MVFHC shall meet with the City and/or its designees at such times designated by the City to review and discuss MVFHC’s performance of this Agreement. MVFHC shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of MVFHC’s performance.
EXHIBIT B
BUDGET
Miami Valley Fair Housing Center, Inc.
Fair Housing Testing, and Fair Housing Consultation

Source of Funds
HRC FHAP Fair Housing Funds $25,000.00

Use of Funds
Direct personnel expenses including salary and fringe pay
for persons performing duties to implement the testing and
consultation program

Total $25,000.00

Contractor Miami Valley Fair Housing Center is responsible for all project costs that exceed
Twenty-five Thousand Dollars and Zero Cents ($25,000.00) granted herein.
eSignature Details

Signer ID: TcEt13PQR5C47vnXhv7opH9q
Signed by: Jim McCarthy
Sent to email: Jim.McCarthv@mvfairhousing.com
IP Address: 184.59.111.229
Signed at: Jan 5 2022, 12:51 pm EST
From 6450 - PW/Civil Engineering

Date March 2, 2022

Expense Type Award of Contract

Total Amount $ 270,880.00 Thru 9/1/24

Supplier, Vendor, Company, Individual

Name Double Jay Construction Inc.

Address 25 Harrisburg Drive
Englewood, Ohio 45322

Fund Source(s) Fund Code(s) Fund Amount(s)
General Capital 41486-6450-1424-54 $ 230,000.00
General Obligation Bond Proceeds 49027-6450-1424-54 $ 40,880.00

Includes Revenue to the City [ ] Yes [☑] No

Affirmative Action Program [☑] Yes [ ] No [ ] N/A

Description

WEST HILLCREST AVENUE SIDEWALK INSTALLATION PHASE 2
(5% DBE PARTICIPATION GOAL / 5% DBE PARTICIPATION ACHIEVED)
(FEDERAL TA FUNDS)

The Department of Public Works requests approval to award a contract with Double Jay Construction Inc. The project consists of the installation of sidewalk on the south side of Hillcrest Avenue from Elsmere Avenue to Philadelphia Drive.

Five bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, Double Jay Construction Inc., in the amount of $270,880.00, the base bid. The estimated cost for the project was $350,000.00. Project completion is September 1, 2022.

This project is being funded using Federal Transportation Alternative funds ($199,800.00), General Obligation Bond Proceeds funds ($40,880.00), and General Capital funds ($30,200).

A Certificate of Funds, Tabulation of Bids, Ohio Department of Transportation’s verification letter, Bid Form from the firm recommended for award, and Location Map are attached.

[Signatures/Approval]

Approved by City Commission

[Division]

[Department]

[City Manager]

FORM NO. MS-16

Updated 10/2019
SECTION I - to be completed by User Department

<table>
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<th>Renewal Contract</th>
<th>Change Order</th>
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<td>Fund</td>
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Attach additional pages for more FOAPALs

Vendor Name: Double Jay Construction Inc.
Vendor Address: 25 Harrisburg Drive Englewood Ohio 45322
Street City State Zip code + 4
Federal ID: 34-1184875
Commodity Code: 96870
Purpose: Award of Contract for West Hillcrest Avenue Sidewalk Installation Phase 2

Contact Person: Joe Weinel
Public Works/Civil Engineering
Department/Division 2/9/2022 Date
Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]

CF Prepared by: [Signature]

Finance Department

October 18, 2011
**Dayton, Ohio**  
Department of Public Works

**Bid Tabulation For:** West Hillerest Avenue Sidewalk Installation  
**Phase 2**  
**(5% DBE Participation Goal) (Federal TA Funds)**

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<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Double Jay Construction Inc.</em></td>
<td>$270,880.00</td>
<td>0</td>
<td>$270,880.00</td>
</tr>
<tr>
<td>Outdoor Enterprise</td>
<td>$292,212.50</td>
<td>0</td>
<td>$292,212.50</td>
</tr>
<tr>
<td>Belgray, Inc.</td>
<td>$322,323.00</td>
<td>0</td>
<td>$292,212.50</td>
</tr>
<tr>
<td>L.J. DeWeese Co., Inc.</td>
<td>$324,775.00</td>
<td>0</td>
<td>$324,775.00</td>
</tr>
<tr>
<td>Performance Site Development, LLC</td>
<td>$395,609.35</td>
<td>0</td>
<td>$395,609.35</td>
</tr>
</tbody>
</table>

*Awarded*  
Revised 9/14/98
Hello,

The DBE Plan for the subject project is acceptable as follows:

The firm **Double Jay Construction Inc** as the Prime Contractor in the Bid Amount of $270,880.00 x 5% = $13,544.00

**First Star Safety, LLC** will be **Performing** the following work: **Maintaining Traffic** in the amount of $1,250.00.

**W. C. Jones Asphalt Paving Company** will be **Performing** the following work: **Asphalt, Tack Coat** in the amount of $6,800.00.

**Tall View Palladium, Inc.** will be **Hauling** the following materials: **Concrete, and Asphalt** in the amount of $5,525.00.

Please remember that the DBE Goal is a percentage of the overall contract. If the project increases or decreases the dollar amount of the DBE Goal may change accordingly. Please let the district CCO and myself know if you should have any changes to the DBE Plan for the subject project.

As far as DBE goal is concerned you may now proceed with contract signing. Within 30 days of the prime contract execution (or before the date the DBE sub needs to start work – whichever comes first) the prime needs to have executed sub agreements/purchase orders for all DBEs submitted to the District CCO- (included in this email) for review and acceptance.


Thank you,

Tia Williams-Hayes  
**Goal Attainment Coordinator**  
Office of Business & Economic Opportunity  
Division of Opportunity, Diversity, & Inclusion  
1980 W. Broad Street ( Mail Stop #3270 )  
Columbus, Ohio 43223  
614-387-7360  
transportation.ohio.gov

![Excellence in Government](image-url)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Dayton/W. Hillcrest Ave.
Sidewalk Installation Phase 2

Bidder
Double Jay Construction, Inc.
25 Harrisburg Dr.
Englewood, Oh 45322
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Stump Removed</td>
<td>Each</td>
<td>1</td>
<td>$470.00</td>
<td>$470.00</td>
</tr>
<tr>
<td>201</td>
<td>Tree Removed 6&quot; to 18&quot;</td>
<td>Each</td>
<td>4</td>
<td>$751.00</td>
<td>$3,004.00</td>
</tr>
<tr>
<td>201</td>
<td>Tree Removed 18&quot; to 30&quot;</td>
<td>Each</td>
<td>9</td>
<td>$1,492.00</td>
<td>$13,428.00</td>
</tr>
<tr>
<td>201</td>
<td>Clearing and Grubbing</td>
<td>Each</td>
<td>1</td>
<td>$3,715.00</td>
<td>$3,715.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>1,300</td>
<td>$4.30</td>
<td>$5,590.00</td>
</tr>
<tr>
<td>202</td>
<td>Asphalt Pavement Removed</td>
<td>S.F.</td>
<td>1,300</td>
<td>$5.20</td>
<td>$6,760.00</td>
</tr>
<tr>
<td>202</td>
<td>Driveway Removed</td>
<td>S.F.</td>
<td>2,000</td>
<td>$2.35</td>
<td>$4,700.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Ramp Removed</td>
<td>S.F.</td>
<td>335</td>
<td>$3.50</td>
<td>$1,172.50</td>
</tr>
<tr>
<td>202</td>
<td>Sidewalk Removed</td>
<td>S.F.</td>
<td>480</td>
<td>$2.05</td>
<td>$984.00</td>
</tr>
<tr>
<td>202</td>
<td>Excavation Not Including Embankment</td>
<td>CY</td>
<td>110</td>
<td>$28.50</td>
<td>$3,135.00</td>
</tr>
<tr>
<td>203</td>
<td>Embankment</td>
<td>CY</td>
<td>50</td>
<td>$33.25</td>
<td>$1,662.50</td>
</tr>
<tr>
<td>207</td>
<td>Curb Inlet Protection</td>
<td>EACH</td>
<td>4</td>
<td>$140.00</td>
<td>$560.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base, As Per Plan</td>
<td>CY</td>
<td>60</td>
<td>$60.90</td>
<td>$3,654.00</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gallons</td>
<td>10</td>
<td>$32.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course PG70-22M, 12.5MM, Type A (448) (1.5&quot;)</td>
<td>Tons</td>
<td>25</td>
<td>$281.00</td>
<td>$7,025.00</td>
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<tr>
<td>453</td>
<td>Concrete Driveway</td>
<td>S.F.</td>
<td>2,000</td>
<td>$9.25</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>517</td>
<td>Railing, Twin Steel Tube, Painted White</td>
<td>L.F.</td>
<td>15</td>
<td>$92.00</td>
<td>$1,380.00</td>
</tr>
<tr>
<td>608</td>
<td>Curb Ramps</td>
<td>S.F.</td>
<td>335</td>
<td>$16.85</td>
<td>$5,644.75</td>
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<tr>
<td>608</td>
<td>Concrete Walk, 4&quot;</td>
<td>S.F.</td>
<td>5,900</td>
<td>$5.40</td>
<td>$31,860.00</td>
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<tr>
<td>608</td>
<td>Concrete Steps</td>
<td>S.F.</td>
<td>100</td>
<td>$31.00</td>
<td>$3,100.00</td>
</tr>
<tr>
<td>609</td>
<td>Barrier Curb</td>
<td>L.F.</td>
<td>1,300</td>
<td>$27.85</td>
<td>$36,205.00</td>
</tr>
<tr>
<td>609</td>
<td>Barrier Curb, 18&quot; Exposure</td>
<td>L.F.</td>
<td>450</td>
<td>$55.35</td>
<td>$24,907.50</td>
</tr>
<tr>
<td>614</td>
<td>Maintaining Traffic</td>
<td>EACH</td>
<td>1</td>
<td>$19,245.60</td>
<td>$19,245.60</td>
</tr>
<tr>
<td>623</td>
<td>Construction Layout &amp; Staking</td>
<td>EACH</td>
<td>1</td>
<td>$3,888.00</td>
<td>$3,888.00</td>
</tr>
<tr>
<td>632</td>
<td>Countdown Pedestrian Signal Head, (LED), Type D2, Furnish Only</td>
<td>EACH</td>
<td>4</td>
<td>$583.00</td>
<td>$2,332.00</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished and Placed, (6&quot;)</td>
<td>C.Y.</td>
<td>80</td>
<td>$48.90</td>
<td>$3,912.00</td>
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<tr>
<td>659</td>
<td>Hydoseeding</td>
<td>S.Y.</td>
<td>400</td>
<td>$5.60</td>
<td>$2,240.00</td>
</tr>
<tr>
<td>Item Code</td>
<td>Item Description</td>
<td>Unit of Measure</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Extension</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------</td>
<td>-----------------</td>
<td>----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill with structural backfill, 12' Storm</td>
<td>L.F.</td>
<td>7</td>
<td>$60.90</td>
<td>$426.30</td>
</tr>
<tr>
<td>821</td>
<td>Reinforced Concrete Pipe, 12'</td>
<td>L.F.</td>
<td>7</td>
<td>$22.05</td>
<td>$154.35</td>
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<tr>
<td>830</td>
<td>Storm Manhole, City of Dayton Type A</td>
<td>EACH</td>
<td>1</td>
<td>$3,852.00</td>
<td>$3,852.00</td>
</tr>
<tr>
<td>831</td>
<td>Catch Basin, Type E</td>
<td>EACH</td>
<td>1</td>
<td>$4,078.00</td>
<td>$4,078.00</td>
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<tr>
<td>836</td>
<td>Manhole Adjusted to Grade</td>
<td>EACH</td>
<td>5</td>
<td>$378.00</td>
<td>$1,890.00</td>
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<tr>
<td>836</td>
<td>Water Meter Adjusted to Grade</td>
<td>EACH</td>
<td>5</td>
<td>$286.00</td>
<td>$1,430.00</td>
</tr>
<tr>
<td>836</td>
<td>Water V.B. Adjusted to Grade</td>
<td>EACH</td>
<td>20</td>
<td>$189.00</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Brick Removed and Replaced, As Per Plan</td>
<td>SF</td>
<td>30</td>
<td>$27.95</td>
<td>$838.50</td>
</tr>
<tr>
<td>SPL</td>
<td>Decorative Fence Removed and Replaced, As Per Plan</td>
<td>LUMP</td>
<td>1</td>
<td>$2,959.00</td>
<td>$2,959.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Boulders Relocated, As Per Plan</td>
<td>EACH</td>
<td>9</td>
<td>$106.00</td>
<td>$954.00</td>
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<tr>
<td>SPL</td>
<td>Bush Replacement, As Per Plan</td>
<td>LUMP</td>
<td>1</td>
<td>$1,123.00</td>
<td>$1,123.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Contingency - $40,000</td>
<td>LUMP</td>
<td>1</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $270,880.00
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

Ron Blair/President

25 Harrisburg Dr.

Telephone (937) 832-3123 Fax (937) 832-2596

E-mail

Federal I.D.# 34-1184875

Dated this 3 day of February, 2022

Bidder: Double Jay Construction, Inc.  (Person, Firm, or Corporation)

By: [Signature]

Title: President
Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do herewith make, constitute and appoint

MICHAEL W. GRUBER, ROSEMARY DAMRON, LORI M. ORTIZ, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS; and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notice and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company herebefore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereunto affixed this 21st day of MARCH A.D., 2014.

STATE OF OHIO
COUNTY OF MEDINA

By:

Dennis P. Baus
National Surety Leader and
Senior Executive

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal
Affixed

State of Ohio
County of Medina

By:

David A. Kotnik
Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of

A.D.

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
# Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

## OHIO FARMERS INSURANCE COMPANY

### BALANCE SHEET

<table>
<thead>
<tr>
<th>Date</th>
<th>12/31/20</th>
</tr>
</thead>
</table>

(in thousands)

### Assets

- Cash, cash equivalents, and short term investments: 23,041
- Bonds: 429,635
- Stocks: 130,912
- Subsidiaries: 2,333,849
- Real estate: 179,311
- Premiums receivable: 114,652
- Other assets: 162,574

**Total assets**: 3,374,074

### Liabilities

- Reserve for unearned premiums: 168,415
- Reserve for unpaid losses and loss expenses: 327,709
- Reserve for taxes and other liabilities: 169,493

**Total liabilities**: 665,617

### Surplus

- Surplus to policyholders: 2,708,457

**Total surplus**: 2,708,457

**Total liabilities and surplus**: 3,374,074

### State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio; and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2020.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Sworn to before me this 10th day of February A.D. 2021.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

Gary W. Stumper
National Surety Leader
Senior Executive

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio
Bond Number: SOH22627107

Contractor Information
Principal: Double Jay Construction Inc.
Address: 25 Harrisburg Drive Englewood Ohio 45356 United States

Owner/Obligee Information
Bond Form: Bid Bond in accordance with Contract Specifications
Owner/Obligee: City of Dayton
Address: 101 W Third St Dayton Ohio 45402 United States

Bond Information
Surety: Ohio Farmers Insurance Company
Bid Date: 2/3/2022
Estimated Contract Price: 300,000
Time For Completion: 9/1/2022
Liquidated Damages:
Estimated Work On Hand:
Amount of Bid Security: Ten Percent of the Total Amount Bid (10%)
Contract # or IFB #: 8066785
Description of Job: West Hillcrest Avenue Sidewalk Installation Phase 2
Job Breakdown:

Electronic Bidding Information
Bid Security Percentage: 10
Bid Security Maximum:
Owner Assigned Contractor Number: 6614873

Primary Agency:
Marsh & McLennan Agency LLC
Power of Attorney Limited to: unlimited
Executed
Entered By: Nicholas J. Bertke - 1/27/2022 8:28:23 AM ET
Approved & Executed By:
Nicholas J. Bertke
Nicholas J. Bertke (Signed: 27-Jan-2022 08:28 AM EST (UTC-05:00))
Signature Information

Know all men by these presents that Ohio Farmers Insurance Company, a Corporation duly organized under the laws of the State of Ohio, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.
BID BOND

Amount $ __________________________

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum
of __________________________ Dollars, for the payment of which well and truly to be made, we hereby, jointly and
severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.
The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,
____________________________________
named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to
the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the
Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
Signed at Dayton, Ohio, this _____ day of ______________________, 20_______

____________________________________
Bidder

____________________________________
Surety

____________________________________
Name of Insurance Agency

____________________________________
Address of Insurance Agency

Telephone ____________ FAX ____________

Bond #
SoH 22427107
6. FEDERALLY REQUIRED EEO CERTIFICATION FORM

The bidder hereby certifies that he \underline{has} , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he \underline{has} , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. \textit{The Bidder must select the appropriate “has or has not” above.}
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

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

I, __________________________________________________________________________,

Ron Blair

hereby certify that

(print name – an Officer of the company)

Double Jay Construction, Inc.

_________________________________________________________________________

(company)

meets the following Contractor requirements

relating 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

By:  ________________________________

(signature)

Title: President

Date: 02-03-2022
A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

Health Insurance

Life Insurance

Dental

Pension

Vacation

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

N/A

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

First Star Safety

W.G. Jones Asphalt Paving

Tall View Palladium

Oglesby Construction

Brumbach Engineering & Surveying
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:

Ron Blair being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   Double Jay Construction, 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:  

   Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE SUBMITTED WITH THE BID

STATE OF OHIO )
COUNTY OF Montgomery )

Ron Blair, being first duly sworn deposes and states that:

(1) He/she is President of Double Jay Construction, Inc.
(ownership, partner, officer, representative, or agent)
(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.

SIGNED
President
TITLE
Contractor Qualifications

Project: W. Hillcrest Ave. Sidewalk Installation Phase 2

Contractor: Double Jay Construction, Inc.

Contractor is prequalified with Ohio Department of Transportation to perform work? Yes [✓] No [ ]

Prime contractor will perform 70% percent of base bid. Prime contractor is required to perform no less than 30 percent of the total contract price.

Date: 02/03/2022
Submitted to: City of Dayton
Address:
Submitted by: Double Jay Construction, Inc
Address: 25 Harrisburg Dr
Englewood, Oh 45322
Phone/Fax #: (937) 832-3123/ (937) 832-2596
Principal Office: Corporation
EIN#: 34-1184875
Name of Project: W Hillcrest Ave. Sidewalk Installation Phase 2
Project: 2022-0186
Type of Work: General Contractor

1. Organization:
1.1 How many years has your organization been in business as a Contractor; 44
1.2 If your organization is a Corporation, answer the following:
   1.31 Date of incorporation: 1976
   1.32 State of incorporation: OHIO
   1.33 Registration #799287
   1.34 President’s name: Ron Blair
   1.35 Vice President’s name: Randy Blair
   1.36 Secretary’s name: Carol Blair
   1.37 Treasurer’s name: Randy Blair

2. General Qualifications
2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

3. Experience
3.1 See attached
3.2 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? NO
Signed this 3rd day of February, 2022 at Englewood, Ohio

Double Jay Construction, Inc

By:  
Ron Blair

Title: President

Ron Blair being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn to before me this 3rd of February, 2022

Jenny Long
Notary Public
State of Ohio
My Comm. Expires
June 21, 2026
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<td>Tipp City, OH</td>
<td>$3,200,000.00</td>
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<td>MIA US 36-10.77</td>
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<td>$2,164,502.00</td>
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ADDENDUM NO. 1

W. HILLCREST AVENUE SIDEWALK INSTALLATION PHASE 2
(5% DBE PARTICIPATION GOAL)

January 28, 2022

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 – QUESTIONS:

Pertaining to Item 609 Barrier Curb, 18” Exposure: The quantity is shown as 450 SF. Is this intended to be 450 LF? Or if it is to be SF, please provide clarification on what dimensions are used to calculate the quantity.

ANSWER: The quantity should be shown as linear feet. This correction has been added to the attached bid sheet and has been changed in Quest CDN.

Pertaining to Item 304 Aggregate Base: Is the 60 CY inclusive of the pavement restoration in front of the proposed curb as well as the Repair to Soft or Damaged Areas of the Subbase, as noted on Plan Page 3?

ANSWER: The 60 cubic yards of Item 304 Aggregate Base is inclusive to all activities on the job site. The phrase “As Per Plan” has been added to the end of Item 304 Aggregate Base, As Per Plan in the attached bid sheets.

ITEM NO. 2 – AUTOMATED FLAGGER ASSISTANCE DEVICES

Can Automated Flagger Assistance Device system be used within the City of Dayton for road construction projects?

ANSWER: Yes, automated flagger assistance devices can be used for this project. The automated flagger assistance device must be on the ODOT approval list and must operate in accordance with the OMUTCD. The device selected must be sent to us via a submittal for approval.
AFFIRMATIVE ACTION PROGRAM  
EQUAL EMPLOYMENT OPPORTUNITY  

PROJECT: W Hillcrest Ave. Sidewalk Installation Phase 2 Dayton, Ohio  
NAME LOCAUTION

During the performance of this contract:

Double Jay Construction, Inc.  25 Harrisburg Dr. Englewood, Oh 45322  937-832-3123/832-2596  
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 therefore.

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 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

Double Jay Construction, Inc. (Contractor) certifies that:

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

   LABORER

   OPERATOR

   TRUCK DRIVER

   PIPE LAYER

   CONCRETE FINISHER

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: ________________________________
(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Thank you for your submitting your LPA DBE Utilization Plan.

**Form Submission Version:** Original

**Contractor:** DOUBLE JAY CONSTRUCTION INC 070415002

**Phone:** (937) 832-3123

**Email:** ron@doublejayinc.com

**PID:** 106120

**DBE Percentage Met:** 5.01%

### DBE Vendor Information

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<td>Tall View Palladium, Inc.</td>
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Confirmation Page

Please confirm that you are ready to submit this LPA DBE Utilization Plan.

**PID:** 106120

**Total Project Bid Amount:** $270880.00

**DBE Commitment Total:** $13575.00

**DBE Percentage Met:** 5.01%

Select the Submit DBE Bid Form button to proceed or the Previous Button to continue editing the document.

Submit DBE Bid Form

The Ohio Department of Transportation
1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov
Thank You
The form was submitted successfully.

The Ohio Department of Transportation
1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov
LPA DBE Utilization Plan

NOTE: Please use your MOUSE or TAB key to advance to the next field. Hitting the ENTER key will move you to the next page. If not finished, please use the PREVIOUS button to navigate back to the Vendor Information Page.

Bidder and Project Information

Form Submission Version*

- Original
- Updated

Bidder*

DOUBLE JAY CONSTRUCTION INC 070415002

DRF Prime
https://odot.formstack.com/forms/dbe_copy
Check if Prime Contractor is DBE certified

Phone
(937) 832-3123

Email*
ron@doublejayinc.com

Project ID (PID)*

Total Project Bid*

$ 270880.00

GFEs Only

Check if Prime Contractor was unsuccessful in finding any DBEs for its Utilization Plan

DBE Vendor Information

Firm (#1)*
First Star Safety, LLC

Firm (#1) Used As:*
Subcontractor

Bid Quote *
$ 1250.00

Firm (#2)
W. C. Jones Asphalt Paving Company

Firm (#2) Used As:
Subcontractor

Bid Quote (#2)
$ 6800.00

Firm (#3)
Tall View Palladium, Inc.

Firm (#3) Used As:
Trucking Only - Onsite

Bid Quote (#3)
$ 5525.00

Firm (#4)

Firm (#4) Used As:
Bid Quote (#10)

$ 

Project Bid Amounts

DBE Commitment Total

$ 13575.00

DBE Percentage Met

5.01

%
City Manager’s Report

From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual

Name Outdoor Enterprise, LLC

Address 3655 W State Rt 571
Troy, Ohio 45373

Date March 2, 2022

Expense Type Award of Contract

Total Amount $400,000.00 Thru 9/1/24

Fund Source(s) Fund Code(s) Fund Amount(s)

General Capital 42302-6450-1424-54 $400,000.00

Includes Revenue to the City Yes ☑ No

Affirmative Action Program Yes ☑ No N/A

Description

TRIANGLE PARK DOG PARK REBID
(OPEN MARKET)

The Department of Public Works requests approval to award a contract with Outdoor Enterprise, LLC. The project consists of providing materials and labor to construct or install a dog park at Triangle Park.

Three bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, Outdoor Enterprise, LLC in the amount of $400,000. This amount includes the base bid of $384,835.00 and Alternate No. 1-Contingency Allowance for $15,165.00. The estimated cost for the project was $400,000.00. Project completion is September 1, 2022.

This project is being funded using the land sale of Deeds Point from the Connor Group ($300,000.00) and General Capital funds ($100,000.00). The land sale will reimburse the fund once the sale is final.

A Certificate of Funds, Tabulation of Bids, Bid Form from the firm recommended for award, and Location Map are attached.

Joseph Weiner

Division

Frederick M. Stovall

Department

City Manager

FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order:

Contract Start Date

Upon Execution

Expiration Date

09/01/24

Original Commission Approval

$ 400,000.00

Initial Encumbrance

$ 400,000.00

Remaining Commission Approval

$ -

Original CT/CF Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

$ -

Required Documentation

Initial City Manager’s Report

Initial Certificate of Funds

Initial Agreement/Contract

Copy of City Manager’s Report

Copy of Original Certificate of Funds

Amount: $ 400,000.00

Fund Code

42302 - 6450 - 1424 - 54 - -

Fund
Org Acct Prog Act Loc

Amount: __________

Fund Code

- - - - -

Fund
Org Acct Prog Act Loc

Amount: __________

Fund Code

- - - - -

Fund
Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Outdoor Enterprise, LLC

Vendor Address: 3655 W State Rt 571 Troy Ohio 45373

Street City State Zip code + 4

Federal ID: 31-1690847

Commodity Code: 91831

Purpose: Award of Contract for Triangle Park Dog Park Rebid

Contact Person: Joe Weinel

Public Works/Civil Engineering Department/Division 2/14/2022 Date

Originating Department Director’s Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

[Signature]

Date 2/24/22

Finance Department CF Prepared by [Signature]

Date 2/24/22

CF/ICT Number CT22-3236

October 18, 2011
February 25, 2022

TO: Shelley Dickstein, City Manager

FROM: Frederick M. Stovall, Director
Department of Public Works

SUBJECT: Triangle Park Dog Park

The Department of Public Works opened second round of bids for the Triangle Park Dog Park project February 10th. Contract award for this project will be presented to Dayton City Commission for approval March 2nd. Project is planned to start April 18 and completed by May 31, 2022. The two major factors that could impact this planned construction schedule will be rain and delay of the material acquisitions. Attached is the construction planning schedule and layout for this project.

If you have additional questions, I am available to discuss.

Attachments

Triangle Park Dog Park Rebid (#8108101)
Owner: Dayton OH, City of
Solicitor: Dayton OH, City of
02/10/2022 12:00 PM EST

<table>
<thead>
<tr>
<th></th>
<th>Outdoor Enterprise</th>
<th>Double Jay Construction Inc</th>
<th>Belgray, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BASE BID</td>
<td>$384,835.00</td>
<td>$404,880.00</td>
<td>$427,432.00</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>35 SPL Contingency EACH</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Base Bid WITH ALTERNATES Total:</td>
<td>$404,835.00</td>
<td>$424,880.00</td>
<td>$447,432.00</td>
</tr>
</tbody>
</table>
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Triangle Park - Dog Park - REBID

Bidder
Outdoor Enterprise, LLC
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Wood Pole Removed</td>
<td>EACH</td>
<td>8</td>
<td>$300.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>202</td>
<td>Cable Removed</td>
<td>L.F.</td>
<td>300</td>
<td>$3.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>202</td>
<td>Asphalt Pavement Removed</td>
<td>S.Y.</td>
<td>170</td>
<td>$12.00</td>
<td>$2,040.00</td>
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<tr>
<td>202</td>
<td>Railing Removed</td>
<td>L.F.</td>
<td>60</td>
<td>$30.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>203</td>
<td>Excavation including embankment</td>
<td>C.Y.</td>
<td>700</td>
<td>$70.00</td>
<td>$49,000.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>100</td>
<td>$150.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>517</td>
<td>Railing, size 3 inch, top, bottom, middle rails, As Per Plan</td>
<td>L.F.</td>
<td>60</td>
<td>$80.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>607</td>
<td>72&quot; Fence, Type CL, As Per Plan</td>
<td>L.F.</td>
<td>2,388</td>
<td>$41.00</td>
<td>$97,908.00</td>
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<tr>
<td>607</td>
<td>Gates, As Per Plan</td>
<td>EACH</td>
<td>5</td>
<td>$1,600.00</td>
<td>$8,000.00</td>
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<tr>
<td>607</td>
<td>Large Gate, 12' wide, As Per Plan</td>
<td>Each</td>
<td>2</td>
<td>$2,600.00</td>
<td>$5,200.00</td>
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<tr>
<td>608</td>
<td>Concrete Walk, 4&quot;, As Per Plan</td>
<td>S.F.</td>
<td>7,370</td>
<td>$7.50</td>
<td>$55,275.00</td>
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<tr>
<td>608</td>
<td>Concrete Ramp, 7&quot;, As Per Plan</td>
<td>S.F.</td>
<td>200</td>
<td>$17.00</td>
<td>$3,400.00</td>
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<tr>
<td>623</td>
<td>Construction Layout Stakes</td>
<td>EACH</td>
<td>1</td>
<td>$400.00</td>
<td>$400.00</td>
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<tr>
<td>625</td>
<td>35' Wood Pole, Class 5, As Per Plan</td>
<td>EACH</td>
<td>10</td>
<td>$700.00</td>
<td>$7,000.00</td>
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<tr>
<td>625</td>
<td>Luminaire, As Per Plan</td>
<td>EACH</td>
<td>11</td>
<td>$2,800.00</td>
<td>$30,800.00</td>
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<tr>
<td>625</td>
<td>Luminaire Arm, 6'</td>
<td>EACH</td>
<td>11</td>
<td>$2,100.00</td>
<td>$23,100.00</td>
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<tr>
<td>625</td>
<td>Cable Connector Kit, Type II (Fused)</td>
<td>EACH</td>
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<td>$60.00</td>
<td>$660.00</td>
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<tr>
<td>625</td>
<td>No. 10 Light Pole and Bracket Cable</td>
<td>L.F.</td>
<td>1,900</td>
<td>$0.70</td>
<td>$1,330.00</td>
</tr>
<tr>
<td>625</td>
<td>No. 6 AWG Power</td>
<td>L.F.</td>
<td>5,490</td>
<td>$1.30</td>
<td>$7,137.00</td>
</tr>
<tr>
<td>625</td>
<td>Conduit Riser, 2 Inch, Rigid Steel Conduit</td>
<td>EACH</td>
<td>9</td>
<td>$500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>625</td>
<td>Conduit Riser, 3 Inch, Rigid Steel Conduit</td>
<td>EACH</td>
<td>1</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>625</td>
<td>Power Service, 200 Amp Disconnect Switch Only</td>
<td>EACH</td>
<td>1</td>
<td>$440.00</td>
<td>$440.00</td>
</tr>
<tr>
<td>625</td>
<td>Splice Box, As Per Plan</td>
<td>EACH</td>
<td>16</td>
<td>$180.00</td>
<td>$2,880.00</td>
</tr>
<tr>
<td>625</td>
<td>Trench</td>
<td>L.F.</td>
<td>1,850</td>
<td>$9.00</td>
<td>$16,650.00</td>
</tr>
<tr>
<td>Item Code</td>
<td>Item Description</td>
<td>UofM</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Extension</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>625</td>
<td>Conduit, 2 Inch Plastic Duct, As Per Plan</td>
<td>L.F.</td>
<td>1,850</td>
<td>$5.00</td>
<td>$9,250.00</td>
</tr>
<tr>
<td>625</td>
<td>Power Service, As Per Plan</td>
<td>EACH</td>
<td>1</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>625</td>
<td>Ground Rod</td>
<td>EACH</td>
<td>10</td>
<td>$72.00</td>
<td>$720.00</td>
</tr>
<tr>
<td>659</td>
<td>Seeding and mulching</td>
<td>S.Y.</td>
<td>1,180</td>
<td>$3.00</td>
<td>$3,540.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and backfill for copper pipe with native material</td>
<td>L.F.</td>
<td>165</td>
<td>$32.00</td>
<td>$5,280.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Frost Proof Hydrant, As Per Plan</td>
<td>EACH</td>
<td>2</td>
<td>$1,600.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Pipe, Copper Pipe, 1&quot;, As Per Plan</td>
<td>L.F.</td>
<td>95</td>
<td>$75.00</td>
<td>$7,125.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Pipe, Copper Pipe, 3/4&quot;, As Per Plan</td>
<td>L.F.</td>
<td>70</td>
<td>$60.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Enclose Existing Shelter, As Per Plan</td>
<td>Lump</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>SPL</td>
<td>Awning, As Per Plan</td>
<td>EACH</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Alternate No. 1</strong></td>
<td></td>
<td></td>
<td></td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Contingency - $20,000</td>
<td>EACH</td>
<td>1</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td><strong>Base Bid Total:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$384,835.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
Bidder is
An Individual

Firm Name

Business Address

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone (937) 857-9400

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Telephone

Home Office Address

Local Address

Telephone  Fax  
E-mail

Federal I.D.#  31-1690847

Dated this 10 day of February, 2022

Bidder: ____________________________ (Person, Firm, or Corporation)

By: ________________________________
Title: ________________________________
BID BOND

AMOUNT $_________ Ten Percent of the Total Amount of the Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of 10% of the Total Amount of the 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. Triangle Park - Dog Park Rebid

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, Outdoor Enterprise, LLC, 3655 W. SR-571 Troy, Ohio 45373, 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 10th day of February, 2022.

Outdoor Enterprise, LLC

Bidder

Atlantic Specialty Insurance Company

Mark Drengler
Mark Drengler
Surety
Attorney-in-Fact

Surety Bonds Inc.

Name of Insurance Agency

7540 Sawmill Parkway, Suite D, Powell, Ohio 43065

Address of Insurance Agency

Telephone 614 761 2700 FAX 614 761 8730
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Mark Drengler, Christie Howard, Gayle McClellan, Adam Schlade, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an “Authorized Officer”) may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereon; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereon; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

[Signature]
Paul J. Brehm, Senior Vice President

By

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

[Signature]
Alison Dwan Nash-Trott
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated __________ day of __________ 2020

Notary Public

[Signature]
Kara Barrow, Secretary

This Power of Attorney expires January 31, 2025

Please direct bond verifications toSurety@IntactInsurance.com
Atlantic Specialty Insurance Company  
Period Ended 12/31/2020

Dollars displayed in thousands

<table>
<thead>
<tr>
<th>Admitted Assets</th>
<th>Liabilities and Surplus</th>
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<tbody>
<tr>
<td>Investments:</td>
<td>Liabilities</td>
</tr>
<tr>
<td>Bonds</td>
<td>Loss Reserves $878,864</td>
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<tr>
<td>Preferred Stocks</td>
<td>Loss Adjustment Expense Reserves $272,665</td>
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<tr>
<td>Common Stocks</td>
<td>Total Loss &amp; LAE Reserves $1,151,529</td>
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<tr>
<td>Mortgage Loans</td>
<td>Unearned Premium Reserve $593,461</td>
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<tr>
<td>Real Estate</td>
<td>Total Reinsurance Liabilities $13,171</td>
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<tr>
<td>Contract Loans</td>
<td>Commissions, Other Expenses and Taxes due $54,683</td>
</tr>
<tr>
<td>Derivatives</td>
<td>Derivatives</td>
</tr>
<tr>
<td>Cash, Cash Equivalents &amp; Short Term Investments</td>
<td>Payable to Parent, Subs or Affiliates</td>
</tr>
<tr>
<td>Other Investments</td>
<td>All Other Liabilities $237,842</td>
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<tr>
<td>Total Cash &amp; Investments</td>
<td>Total Liabilities $2,050,707</td>
</tr>
<tr>
<td></td>
<td>Capital and Surplus</td>
</tr>
<tr>
<td></td>
<td>Common Capital Stock $6,001</td>
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<tr>
<td></td>
<td>Preferred Capital Stock</td>
</tr>
<tr>
<td></td>
<td>Surplus Notes</td>
</tr>
<tr>
<td></td>
<td>Unassigned Surplus $91,944</td>
</tr>
<tr>
<td></td>
<td>Other Including Gross Contributed $722,341</td>
</tr>
<tr>
<td></td>
<td>Capital &amp; Surplus $823,256</td>
</tr>
<tr>
<td></td>
<td>Total Liabilities and C&amp;IS $2,873,992</td>
</tr>
</tbody>
</table>

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2020, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2nd day of March, 2021.

Notary Public
Ohio Department of Insurance  
Mike DeWine - Governor  
Judith French - Director  
Certificate of Compliance  

Issued 03/19/2021  
Effective 04/02/2021  
Expires 04/01/2022  

I, Judith French, 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

ATLANTIC SPECIALTY INSURANCE COMPANY

of New York 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)

Aircraft  
Allied Lines  
Boiler & Machinery  
Burglary & Theft  
Collectively Renewable A & H  
Commercial Auto - Liability  
Commercial Auto - No Fault  
Commercial Auto - Physical Damage  
Credit  
Credit Accident & Health  
Fidelity  
Fire  
Glass  
Group Accident & Health  
Guaranteed Renewable A & H  
Inland Marine  
Medical Malpractice

Multiple Peril - Commercial  
Multiple Peril - Farmowners  
Multiple Peril - Homeowners  
Noncancellable A & H  
Nonrenew-Stated Reasons (A&H)  
Ocean Marine  
Other  
Other Accident only  
Other Liability  
Private Passenger Auto - Liability  
Private Passenger Auto - No Fault  
Private Passenger Auto - Physical Damage  
Surety  
Workers Compensation

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $2,873,992,318, liabilities in the amount of $2,050,706,556, and surplus of at least $823,285,762.

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

__________________________  
Judith French, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
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 ☑

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.

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise.

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

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.

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Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise.

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?
 RESPONSE: YES □  NO √

(2) Suspended, debarred, or disqualified from any government contracting process?
 RESPONSE: YES □  NO √

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?
 RESPONSE: YES □  NO √

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

 RESPONSE: YES □  NO √

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
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, ________________________________ hereby certify that

(print name – an Officer of the company)

Outdoor Enterprise, LLC
(company)

meets the following Contractor requirements relating
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: ____________________________

(signature)

Title: President

Date: 12/15/21
A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Details</th>
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<tbody>
<tr>
<td>Health Insurance</td>
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<tr>
<td>Retirement Package</td>
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<tr>
<td>Uniforms</td>
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<tr>
<td>Paid Vacation</td>
<td></td>
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<tr>
<td>Paid Holidays</td>
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</tbody>
</table>

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.

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

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>Buckeye Fence</td>
<td></td>
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<tr>
<td>Site X</td>
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<tr>
<td>Oglesby Const.</td>
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</tbody>
</table>
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

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<th>A to Z Maint.</th>
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<tr>
<td>Security Fence</td>
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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.

<table>
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<th>NA</th>
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</table>
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 Miami, ss:

being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Outdoor Enterprise, LLC ("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 ____________.

☐ 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: ______________________

Title: President

__________________________
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OH )
COUNTY OF Miami )

SS:

Andrew Lair, being first duly sworn deposes and states that:

1. He/she is President of Outdoor Enterprise, LLC that

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.

Signed
President
TITLE
During the performance of this contract:

Outdoor Enterprise, LLC  
3655 W State Rt 571 Troy, OH 45373  
9378579400 / 9378579424

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**

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
<td>11.5%</td>
</tr>
</tbody>
</table>

**Goals of Female Worker Utilization Expressed in Percentage Terms**

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 4/1/80 to Present</td>
<td>6.9%</td>
</tr>
</tbody>
</table>
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 therefore.

   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

Andrew Lair (Contractor) certifies that:

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

   Fencing
   Concrete
   Electric
   Excavation

   ____________________________

   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: ____________________________
   (Signature of Authorized Representative of Bidder)

   FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
City Manager’s Report

From
2370 – Planning, Neighborhoods & Dev. / Development
Supplier, Vendor, Company, Individual
Name
Greater Edgemont Community Coalition
Address
919 Miami Chapel Road
Dayton, Ohio 45417

Date March 2, 2022
Expense Type Development Agreement
Total Amount $85,000.00 thru 12-31-2023

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Revenue Fund</td>
<td>22502-2370-1224-41</td>
<td>$85,000.00</td>
</tr>
</tbody>
</table>

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

Description

West Dayton Development Trust Fund Agreement

The Department of Planning, Neighborhoods & Development is requesting approval to enter into an Agreement with Greater Edgemont Community Coalition (GECC) in the amount of $85,000.00. GECC plans to invest $115,000.00 in the redevelopment of their community solar garden. This investment will allow GECC to become a fully functioning growing operation positioned to provide fresh produce to residents and social services organizations such as Homefull, Gem City Market, and others.

The Agreement will provide a $85,000.00 grant to GECC to assist with funding: interior and exterior building improvements at the facility located at 911 Miami Chapel Road; farming and other machinery and equipment; furniture and fixtures; and new signage and lighting.

The Agreement will commence upon execution by the City and expire December 31, 2023.

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

Funding source is the West Dayton Development Fund – City Commission Discretionary Fund.

A Certificate of Funds and map are attached.

Signatures/Approval

Approved by City Commission

Clerk
Date

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>x</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>upon execution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>12/31/2023</td>
<td></td>
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<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$85,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$85,000.00</td>
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<tr>
<td></td>
<td>Remaining Commission Approval</td>
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<td>Original CT/CF</td>
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<td>Increase Encumbrance</td>
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<td>Decrease Encumbrance</td>
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<td>Remaining Commission Approval</td>
<td>$-</td>
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NO DRAFT DOCUMENTS PERMITTED

<table>
<thead>
<tr>
<th>x</th>
<th>Initial City Manager's Report</th>
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<tbody>
<tr>
<td>x</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>x</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td></td>
<td>Copy of City Manager's Report</td>
</tr>
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<td></td>
<td>Copy of Original Certificate of Funds</td>
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</table>

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<tr>
<th>Amount:</th>
<th>$85,000.00</th>
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<tbody>
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<td>Fund Code: 22502 - 2370 - 1224 - 41 - Loc</td>
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<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
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</table>

Attach additional pages for more FOAPALs

Vendor Name: Greater Edgemont Community Coalition
Vendor Address: 919 Miami Chapel Road Dayton Ohio 45417
Street City State Zipcode + 4
Federal ID: 82-1929502
Commodity Code: 91849
Purpose: Agreement with Greater Edgemont Community Coalition to redevelop their community solar garden.

Contact Person: Jill Bramini
Planning, Neighborhoods & Development / Development 2/17/2022
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: 
Date: 2/21/22
 CF Prepared by: 
Date: 2/21/22
 CF/CT Number: CT22-3235

Finance Department

October 18, 2011
WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT
Greater Edgemont Community Coalition

THIS WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT ("Agreement") is made and entered into between Greater Edgemont Community Coalition, a not-for-profit corporation organized and existing under the laws of the State of Ohio, currently located at 919 Miami Chapel Road, Dayton, Ohio 45417 ("Company"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, The purpose of the West Dayton Development Trust Fund ("WDDTF") is to fund projects that primarily benefit and enhance the growth and development of the West Dayton area, which is defined as the West Land Use District; and,

WHEREAS, City desires to stimulate, promote and increase economic, community development, and wellness activities that provide meaningful, long-term benefits and improvements to West Dayton residents; and,

WHEREAS, Company plans to expand their community garden and agricultural education initiative in the Greater Edgemont community; and,

WHEREAS, City finds that the project as defined herein will benefit the community and further the purpose of the WDDTF and wishes to support the Company in carrying out the project under the terms and conditions set forth herein; and,

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

ARTICLE 1. DEFINITIONS.
For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

West Dayton Development Trust Fund Grant. The West Dayton Development Trust Fund Grant ("WDDTF Grant") is a grant provided hereunder by the City of Dayton to assist Company in leveraging private investment and partnership opportunities in the West Land Use District and enhancing the quality of life therein.

Facility. The real property located at 911 Miami Chapel Road, Dayton, Ohio. The Facility is located within the Edgemont neighborhood.

Project. Improving and equipping the Facility for use as a community garden and agricultural facility: interior and exterior building improvements; farming and other machinery and equipment; furniture and fixtures; and new signage and lighting.

Project Costs. The costs company incurs and pays in completing the Project, including those which may be prior to the term of this Agreement. Expenses for professional services and other "soft costs" are excluded from this definition.
**Eligible Project Costs.** Those Project Costs actually incurred and paid for by Company during the term of this Agreement.

**ARTICLE 2. PROJECT TIMELINE.**

Company shall commence the Project within one hundred twenty (120) days of Agreement execution and complete the Project on or before December 31, 2023, unless such time for commencement and/or completion is extended upon mutual written agreement between the parties to this Agreement.

**ARTICLE 3. FUNDING.**

City will provide Company a WDDTF Grant in an amount not to exceed Eighty-Five Thousand Dollars and Zero Cents ($85,000.00) ("Grant Amount") within four (4) weeks of the full execution of this Agreement.

Company hereby acknowledges and agrees to only use the WDDTF Grant for Eligible Project Costs, as defined in Article 1 - Eligible Project Costs. Company shall reach out to the City for clarification prior to spending any funds on the expense in question. Any expenses incurred by Company in an amount which exceeds Grant Amount will be the sole responsibility of Company and the Company will not seek reimbursement of such expenses from the City.

Company understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of WDDTF Grant funds. Company shall submit a monthly financial report utilizing a cover form substantially similar to that attached hereto and incorporated herein as Exhibit A. This monthly report shall describe the use of the funds, invoices, financial statements, receipts, and any other documents that the City deem relevant and related to the use of the WDDTF Grant.

**ARTICLE 4. SPECIFIC CONDITIONS.**

A. Company shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. Company shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Company agrees that the City’s Procurement Enhancement Plan ("PEP") participation goals for certified Small Business Enterprises ("SBEs"), Minority Business Enterprises ("MBEs"), Women’s Business Enterprises ("WBEs"), and Dayton Local Small Businesses ("DLSBs") apply to the Project. The Company and their Affiliates have the obligation to require individual company compliance with PEP. The PEP participation goals are: Total PEP Participation - 20%; MBE - 15% and WBE - 5%.

C. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records.

D. Company agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.
ARTICLE 5. TERM AND TERMINATION.

A. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Company's assets is appointed by a court of competent jurisdiction.

2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.

3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.

4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.

5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within forty-five (45) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 6. INDEMNIFICATION.

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

ARTICLE 7  EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 8. POLITICAL CONTRIBUTIONS.

Company affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
ARTICLE 9. RECORDS AND RETENTION.

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

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

ARTICLE 10. TAX REPRESENTATION.

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

ARTICLE 11. GENERAL PROVISIONS.

A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party’s self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to
conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

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

F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: Veronica Morris
Department of Planning, Neighborhoods, & Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401

For Company: Stephen R. Ross, Sr., Executive Director
Greater Edgemont Community Coalition
919 Miami Chapel Road
Dayton, OH 45417

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[Remainder of this page intentionally left blank]
IN WITNESS WHEREOF, City and Company, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

GREATER EDGEMONT COMMUNITY COALITION

By:  

Print name:  

Its:  

CITY OF DAYTON, OHIO

_______________________________
City Manager

_______________________________
Date

APPROVED AS TO FORM
AND CORRECTNESS:
E-SIGNED by Suzanne Beck for City Attorney on 2022-02-15 20:38:06 GMT

_______________________________
City Attorney

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

_______________________________, 2022
Min. / Bk. _____  Pg. _____

_______________________________
Clerk of the Commission
EXHIBIT A

Date: ______________ Vendor/Organization: __________________________ CT: ____________

Amount Advanced: ______________ Amount of Submitted Documents: ______________

The above-named vendor/organization hereby submits the attached documentation to verify the use of Grant funding advanced for their project. We have reviewed our agreement with the City of Dayton and believe our report meets the eligibility requirements as detailed below.

_____ The expenses for which funds were sought, were actually incurred as established by the attached documentation. (In the case of improvements to real property, this would most likely be invoices and proof of payment (i.e. copy of cancelled check) for construction and/or equipment/materials.

_____ The expenses were incurred and/or services were performed during the eligible time frame set forth in the agreement.

_____ The expenses were incurred for eligible activities as set forth in the agreement.

_____ Activity reports have been duly submitted to the Department of Planning, Neighborhoods & Development – Division of Development as required.

_____ The project is “completed” if required. Evidence of completion of the project (photos, Certificate of Use and Occupancy, etc.) is attached hereto.

_____ Organization has met all job creation and retention requirements if applicable or is on track to meet such requirements. (Detail job creation and retention requirements and status thereof below if appropriate.)

ADDITIONAL INFORMATION:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

[Over]
For more information, please feel free to contact me unless another person is identified below.

Submitted by:

Signature: ____________________________

Title: ________________________________

Phone: ______________________________

Email: ______________________________

Alternative contact for further information if applicable:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Aerial and Street Map
Greater Edgemont Community Coalition – 919 Miami Chapel Road
City Manager’s Report

From 6210 - Police Director
Supplier, Vendor, Company, Individual
Name LexisNexis Risk Solutions FL, Inc.
Address 1000 Alderman Drive
Alpharetta, GA 30005

Date March 2, 2022
Expense Type Payment of Voucher
Total Amount $6,162.14

Fund Source(s)  Fund Code(s)  Fund Amount(s)
General Fund  10000-6210-1166-71  $6,162.14

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

Description

Accurint Virtual Crime Center Online Subscription Services

The Department of Police requests permission to process payments totaling $6,162.14 for January and February 2022 invoices for contracted services to LexisNexis Risk Solutions FL, INC ("LexisNexis"). LexisNexis provided Accurint Virtual Crime Center subscription services from March 1, 2021, through February 28, 2022, under an agreement approved by the Dayton City Commission on February 17, 2021. Funds were encumbered to pay for services through December 31, 2021. A delay in obtaining a 2022 encumbrance has resulted in the Payment of Voucher for January and February of 2022. The Department has implemented additional tracking to prevent this error from occurring again. This request does not increase the amount of expenditure authority under the contract.

The Certificate of Funds, outstanding invoice and original Agreement are attached.

E-SIGNED by Paul Saunders on 2022-02-18 09:00:00 EST

Division

E-SIGNED by Eric Henderson on 2022-02-18 09:33:56 EST

Department

City Manager

FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>Upon Execution</td>
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<tr>
<td>Expiration Date</td>
<td>04/30/22</td>
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<tr>
<td>Original Commission Approval</td>
<td>$6,162.14</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>x</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
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<td>Decrease Encumbrance</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>Copy of Original Certificate of Funds</td>
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<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
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</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: LexisNexis Risk Solutions FL Inc.
Vendor Address: 1000 Alderman Dr. Alpharetta GA 30005
Federal ID: 41-1815860
Commodity Code: 92002
Purpose: This vendor provides services which allow Law Enforcement to utilize online subscription services for criminal investigations. This is an annual subscription service from Lexis Nexis specifically for Law Enforcement. This will utilize funding from 2022 to pay January and February 2022 invoices.

Contact Person: Meredith Weber-x1099 M.W. Police/Director's Office 2/17/2022
Department/Division Date
Originating Department Director's Signature: E-SIGNED by Eric Henderson on 2022-02-18 09:32:49 EST

SECTION II - to be completed by the Finance Department

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

Finance Director Signature Date
CF Prepared By Date CF/CT Number

Finance Department October 18, 2011
CITY OF DAYTON, OHIO DEPARTMENT OF POLICE
Attn: Roxie Smith
101 W 3RD ST
DAYTON, OH 45402 USA

Payments, Credits & Adjustments

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1/4/2022</td>
<td>Check: 607560</td>
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<td>($3,080.89)</td>
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Total ($3,080.89)

New Activity Summary

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<tr>
<td>1/31/2022</td>
<td>AVCC Annual Subscription Fee, 2022/01/01-2022/01/31</td>
<td>$3,081.07</td>
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Total Charges $3,081.07
Total Tax $0.00

1410434-20220131 Due Date 3/2/2022

Total $3,081.07

Account Balance Outstanding

<table>
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<tr>
<th>Invoice Date</th>
<th>Due Date</th>
<th>Invoice Number</th>
<th>Invoice Amount</th>
<th>Amount Applied</th>
<th>Invoice Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2021</td>
<td>1/30/2022</td>
<td>1410434-20211231</td>
<td>$3,081.07</td>
<td>$0.00</td>
<td>$3,081.07</td>
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Prepaid/Unapplied Cash $0.00

Account Balance Outstanding $3,081.07

Please include your full invoice number on all remittance to ensure proper credit.

Invoice

<table>
<thead>
<tr>
<th>Current Amount Due</th>
<th>USD $3,081.07</th>
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<tbody>
<tr>
<td>Outstanding Balance</td>
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<tr>
<td>Total Balance</td>
<td>USD $6,162.14</td>
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<tr>
<td>Invoice Number</td>
<td>1410434-20220131</td>
</tr>
<tr>
<td>Invoice Date</td>
<td>Jan 31, 2022</td>
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<tr>
<td>Billing ID</td>
<td>1410434</td>
</tr>
<tr>
<td>Terms</td>
<td>Net 30</td>
</tr>
<tr>
<td>Representative</td>
<td>Randal T Smith</td>
</tr>
<tr>
<td>Billing Period</td>
<td>1/1/2022</td>
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<tr>
<td></td>
<td>1/31/2022</td>
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</table>

PO # 100473
Questions about your bill?
866-528-0570
LNBilling@lexisnexisrisk.com

To view account activity and pay online:
Log on to https://invoice риск lexisnexis.com
Become a registered user of EPIC 360 to begin viewing invoices, printing invoices, accessing account activity details and paying invoices online.

Please Remit Payment To:
LexisNexis Risk Data Management, LLC
Billing ID 1410434
28330 Network Place
Chicago, IL 60673-1283

In order to ensure our customers are not impacted by fraudulent phishing attempts we advise you to never accept remittance information change requests from unsolicited emails or phone calls. All LexisNexis Risk Solutions changes will be communicated via messages attached to your invoice. Please report any suspicious activity to security@relx.com.
**CERTIFICATE OF FUNDS**

**SECTION I - to be completed by User Department**

<table>
<thead>
<tr>
<th>New Contract</th>
<th>X</th>
<th>Renewal Contract</th>
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</tr>
<tr>
<td>$36,972.84</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>$30,810.70</td>
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<td></td>
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<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
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<tr>
<td>Original CT/CF</td>
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<td>CT19-2245</td>
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<td>Increase Encumbrance</td>
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<td>Decrease Encumbrance</td>
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</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**NO DRAFT DOCUMENTS PERMITTED**

**Required Documentation**

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

---

### Seq. 1

<table>
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<th>Amount:</th>
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<tr>
<td>Org</td>
<td>Acct</td>
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<tr>
<th>Amount:</th>
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</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
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<tr>
<td>Org</td>
<td>Acct</td>
</tr>
<tr>
<td>-------</td>
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</tbody>
</table>

**Vendor Name:** LexisNexis Risk Solutions FL Inc.

**Vendor Address:**

- 1000 Alderman Dr.
- Alpharetta, GA 30005
- Street
- City
- State
- Zipcode + 4

**Federal ID:** 41-1815880

**Commodity Code:** 92002

**Purpose:** This vendor provides services which allow Law Enforcement to utilize online subscription services for criminal investigations. This is an ongoing subscription service from Lexis Nexis specifically for Law Enforcement. This will utilize funding beginning March 2021 through February 28, 2022.

**Contact Person:** Lt. A. Gilby/M. Beatty-x1099

**Tech University Office:**

- Department/Division
- 11/30/2020

**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:**

**Date:** 2/5/2021

**CF Prepared by:**

**Date:** 2/5/21

**CF/CF Number:** CT19-2245

---

**Finance Department**

[Signature] October 18, 2011
Accurint Virtual Crime Center Online Subscription Services

The Department of Police (DPD) requests permission to enter into the attached Schedule A, which is a renewal of Agreement for Accurint Virtual Crime Center subscription at the cost of $36,972.84. DPD's existing agreement with LexisNexis Risk Solutions FL, Inc., will end February 28, 2021. The Schedule A will continue supports for the more extensive law enforcement information functionality via the Accurint subscription service and will enhance criminal investigations, as well as further the homeland security mission.

This Schedule A will renew upon Commission approval or March 1, 2021 and expire on February 28, 2022.

The Department of Law approved this Schedule A as to form and correctness and Commission approved the original Agreement January 23, 2019.

A Certificate of Funds is attached.
LEXISNEXIS RISK SOLUTIONS

SCHEDULE A
Accurint Virtual Crime Center
Online (Subscription)

Customer Name:
City of Dayton Ohio
Billgroup #: ACC-1410434
LN Account Manager: Randall Smith

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning March 1, 2021 and ending February 28, 2022 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES
2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN $36,972.84 ("AVCC Annual Subscription Fee"), to be invoiced in twelve (12) equal monthly installments of $3,081.07 per month, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.3) and Accurint for Law Enforcement Mobile.
2.2 Accurint for Law Enforcement Plus Premium Features: Email, Real Time Phones, Real Time MVR and Virtual Identity Search & Report.
2.3 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.2.
2.4 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule. Excluded Features will be disabled when Customer's account is set up. Please contact your account manager at any point to have Excluded Features enabled.

Advanced Sexual Offender Search
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
Identity Authenticate
Identity Verification
Law Enforcement Location Report
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches

Page 1 of 16
Confidential
Customized Schedule A
Accurint Virtual Crime Center
Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.
LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.5 Fee Increases: If, at the end of the Term, Customer signs a new Schedule A for the LN Services herein, all fees will be increased no more than 3.00%.

2.6 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above. Under the terms set forth herein, LN agrees that Customer will not be invoiced an amount greater than $3,081.07 each month. In the event Customer enables any Excluded Features, LN reserves the right to negotiate the fees due hereunder.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before February 21, 2021.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.
AGREEED TO AND ACCEPTED BY: City of Dayton Ohio
Signed: 
Name: Shelley Dickstein
Title: City Manager
Date: February 24, 2021

APPROVED:
Signed: 
Title: Chief of Police

AGREEED AS TO FORM AND CORRECTNESS:
Signed: 
City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:
February 17, 2021

Min/Bk 1-16 Pg. 
Clerk of Commission
(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered “Standard Features” and are included in Subscription plan.)

<table>
<thead>
<tr>
<th>ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accurint Mapping (Charged per layer)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advanced Motor Vehicle Search</td>
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<td>Advanced Person Alerts Update</td>
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<td>Advanced Sexual Offender Search</td>
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<td>Automated Valuation Model (AVM) Report</td>
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**Reports**

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<td>Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms &amp; Explosives</td>
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Confidential

Customized Schedule A

Accurint Virtual Crime Center

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.
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<tr>
<th>Service Description</th>
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<tr>
<td>License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle</td>
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<td>Accident Search &amp; Report, Neighbors, People at Work, Phones Plus, Possible</td>
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<td>Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders,</td>
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<td>UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.</td>
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<td>Contact Card Report: Summary Report: Names Associated with Subject, Contact List:</td>
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<td>Relocation, Address Summary and Phones Plus (optional).</td>
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<td>Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN</td>
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<td>Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And</td>
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<tr>
<td>Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees),</td>
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<td>Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And</td>
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Accurint for Law Enforcement  
(Updated October 8, 2020)  
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered “Standard Features” and are included in Subscription plan.)

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<td>Associates (&quot;Next Steps&quot;)</td>
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<td>Bankruptcies, Liens &amp; Judgments Search</td>
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<td>Business Search</td>
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<td>Businesses In The News (not discountable)</td>
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<td>CLIA Report</td>
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<td>Concealed Weapons Permit</td>
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<td>Corporation Filings (Report Included Except In Delaware)</td>
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<td>Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)</td>
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<td>Motor Vehicles Report</td>
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<td>MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)</td>
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<td>National UCC Filings (Report Included)</td>
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<td>NCPDP (National Council for Prescription Drug Programs) Search</td>
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<td>People At Work Search</td>
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<td>People In The News (not discountable)</td>
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<td>Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)</td>
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<tr>
<td>Property Assessment Search</td>
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Confidential

Customized Schedule A
Accurint Virtual Crime Center

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.
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<th>Service Description</th>
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<td>Property Deed Search</td>
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<td>Property Deed Report (excluding Deed Image)</td>
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<td>Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)</td>
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<td>Property Search (Property Assessments, Deeds &amp; Mortgages)</td>
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<td>Property Report (Property Assessments, Deeds &amp; Mortgages, excluding Deed Image)</td>
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<td>Provider Search</td>
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<td>Provider Report</td>
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<td>Provider Report Card (charged per search)</td>
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<td>Provider Sanction Search (charged per search)</td>
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<td>Provider Sanction Report</td>
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<td>Real Time Person Search (charged per search)</td>
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<tr>
<td>Real Time Phone Search</td>
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<td>Relatives (&quot;Next Steps&quot;)</td>
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<td>Relevant Visual Link Analysis (Per Diagram)</td>
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<td>Satellite Image Search</td>
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<td>Sexual Offenders (Report Included)</td>
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<td>USA Patriot Act</td>
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<td>Virtual Identity Search &amp; Report</td>
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<td>Voter Registrations</td>
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<td>Watercraft</td>
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<td>Watercraft Report</td>
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<td>Workplace Locator (not discountable)</td>
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### Reports

<table>
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<tr>
<th>Report Description</th>
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<tbody>
<tr>
<td>Asset Report: Property Deeds &amp; Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.</td>
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<tr>
<td>Business Link Report</td>
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<tr>
<td>Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).</td>
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<tr>
<td>Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.</td>
<td>$0.00</td>
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<td>Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.</td>
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<td>Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)</td>
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<tr>
<td>Additional Report Options</td>
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</tr>
<tr>
<td>--------------------------------------------------------------</td>
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<tr>
<td>- Bankruptcy</td>
<td>$0.00</td>
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<tr>
<td>- Businesses At Address</td>
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<tr>
<td>- Concealed Weapons Permit Search</td>
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<tr>
<td>- Criminal Records Search</td>
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<tr>
<td>- Criminal Records Report</td>
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<tr>
<td>- Driver Licenses At Address</td>
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<tr>
<td>- Hunting/Fishing License Search</td>
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<tr>
<td>- Liens And Judgments</td>
<td>$0.00</td>
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<tr>
<td>- Motor Vehicles Registered At Address</td>
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<tr>
<td>- Neighborhood Profile (2010 Census)</td>
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<tr>
<td>- Neighbors At Address</td>
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<tr>
<td>- Property Ownership Current / Previous</td>
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<tr>
<td>- Sexual Offenders Search (Report Included)</td>
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<tr>
<td>Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)</td>
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<td>- Associated People</td>
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<tr>
<td>- Business Registrations</td>
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<tr>
<td>- Corporation Filings</td>
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<tr>
<td>- Dun &amp; Bradstreet Records (not discountable)</td>
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<tr>
<td>- FAA Aircraft</td>
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<tr>
<td>- IRS 5500</td>
<td>$0.00</td>
</tr>
<tr>
<td>- Liens and Judgments</td>
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</tr>
<tr>
<td>- Motor Vehicles</td>
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</tr>
<tr>
<td>- Properties</td>
<td>$0.00</td>
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<tr>
<td>- UCC Filings</td>
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<tr>
<td>- Watercraft</td>
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<td>Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)</td>
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<table>
<thead>
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<td>- National Motor Vehicle Accident Search &amp; Report</td>
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<td>- Neighborhood Profile (2010 Census)</td>
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<td>- Neighbors (Up To 6 Neighbors At 10 Different Addresses)</td>
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<td>Dun &amp; Bradstreet Records (not discountable)</td>
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<td>Service Description</td>
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<td>Address (Multiple)</td>
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<tr>
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<td>Real Time Motor Vehicle Registrations</td>
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<td>Multiple = 2 Or More Phones/Addresses Returned</td>
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### FEATURES

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<td>Advanced Person Search</td>
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<tr>
<td>Identity Authenticate (charged per search)</td>
<td>$1.25</td>
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<td>Identity Verification (charged per search)</td>
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<tr>
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<td>Motor Vehicles Report</td>
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</tr>
<tr>
<td>Phones Plus</td>
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</tr>
<tr>
<td>Property Search (Property Assessments, Deeds &amp; Mortgages)</td>
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</tr>
<tr>
<td>Property Report (Property Assessments, Deeds &amp; Mortgages, excluding Deed Image)</td>
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<tr>
<td>Real Time Phone Search</td>
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### Reports

  - Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)
    - Additional Report Options:
      - Bankruptcy                      $0.00
      - Businesses At Address           $0.00
      - Concealed Weapons Permit Search $0.00
      - Criminal Records Search        $0.00
      - Criminal Records Report        $0.00
      - Driver Licenses At Address      $0.00
      - Hunting/Fishing License Search  $0.00
      - Liens And Judgments             $0.00
      - Motor Vehicles Registered At Address $0.00
      - Neighborhood Profile (2010 Census) $0.00
      - Neighbors At Address            $0.00
      - Property Ownership Current / Previous $0.00
      - Sexual Offenders Search (Report Included) $0.00
  - Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information) $0.00
    - Additional Report Options:
      - Associated Businesses          $0.00
      - Associated People               $0.00
<table>
<thead>
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<th>Cost</th>
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<td>Bankruptcy</td>
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<td>Business Registrations</td>
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<td>Corporation Filings</td>
<td>$0.00</td>
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<td>Dun &amp; Bradstreet Records (not discountable)</td>
<td>$3.75</td>
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<tr>
<td>FAA Aircraft</td>
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<td>IRS 5500</td>
<td>$0.00</td>
</tr>
<tr>
<td>Liens and Judgments</td>
<td>$0.00</td>
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<tr>
<td>Motor Vehicles</td>
<td>$0.00</td>
</tr>
<tr>
<td>Properties</td>
<td>$0.00</td>
</tr>
<tr>
<td>UCC Filings</td>
<td>$0.00</td>
</tr>
<tr>
<td>Watercraft</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
AN ORDINANCE

Authorizing the Grant of Two Right of Way Easements, and Declaring an Emergency.

WHEREAS, Pioneer Rural Electric Cooperative, Inc. requires two right of way easements on land located at the Dayton International Airport for the construction of electric transmission and/or distribution lines; and

WHEREAS, The City desires to grant Pioneer Rural Electric Cooperative, Inc. the easements; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this Ordinance take effect at an early date; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute Right of Way Easements identical in form and substance to the documents attached to the original of this Ordinance as Exhibit A, and any other documents necessary to grant right of way easements to Pioneer Rural Electric Cooperative, Inc.

Section 2. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.............................., 2022

SIGNED BY THE MAYOR................................., 2022

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, The City of Dayton (hereinafter called the “Grantor”), in consideration of Three Hundred and Eight Five Dollars ($385.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for and on behalf of Grantor’s successors and assigns and for and on behalf of anyone claiming by, through, or under Grantor, does hereby grant, bargain, sell and convey unto PIONEER RURAL ELECTRIC COOPERATIVE, INC. (hereinafter called the “Cooperative”) and to its successors and assigns, a five (5) foot wide perpetual [non-exclusive] right-of-way and easement for the complete construction, installation, reconstruction, rephasing, relocation, extension, operation, maintenance, testing, repair and removal, at any time or times hereafter, of the Cooperative’s electric transmission and/or distribution line or system and/or communication systems, including conduits, cables, wires, poles, fixtures and appurtenances (collectively, hereinafter called the “Facilities”), as the Cooperative may from time to time require or deem proper, in, under, over and upon the lands of the Grantor, situated in the Township of Butler, City of Dayton, County of Montgomery, State of Ohio, and more particularly described as follows:

Being part of Section 6, Town 3, Range 6 East, as described in D.M.F. 1973-317D010, bound to the West by Dog Leg Road, said tract contains 60 acres, more less and recorded in D.M.F. 1973-317D010 (hereinafter called the “Grantor’s Property”) centerline of the right-of-way and easement shall be approximately the following course, viz:

See Exhibit A and Exhibit B

With full right and authority to the Cooperative, its successors and assigns, and its and their employees, representative, invitees, contractors, and agents, to enter at all times upon said Grantor’s Property to construct, install, reconstruct, rephase, upgrade, relocate, extend, test, replace, repair, operate and maintain on, over, or under the easement and right-of-way, and/or in, or upon, or under all streets, roads, or highways abutting said Grantor’s Property, the Facilities, [and to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems which are a part of the Facilities], to cut, trim, or control the growth by chemical means, machinery or otherwise all trees, shrubbery and other vegetation located within said five (5) foot wide Strips/Right-of-Way; and to license, permit or otherwise agree to the joint use of occupancy of the Facilities by any other person, association, or corporation, for electrification, telephone or other communication purposes.

The purpose of this easement where it overlaps or extends into the public right-of-way will be limited to the safe and environmentally accepted practice of vegetation control, including the trimming and cutting of trees, within the said right-of-way.

Grantor may fully use, occupy, and enjoy the Grantor’s Property, including, but not limited to, the easement and right-of-way area, for any lawful purpose which does not interfere or threaten the safe, proper, or convenient use, occupancy and enjoyment of the Facilities and the easement and right-of-way by the Cooperative; provided that, Grantor shall not (i) construct or install any permanent improvements on or in the easement and right-of-way, (ii) erect or place a permanent structure on or in the easement and right-of-way or otherwise in the vicinity of the Facilities, in a manner which would violate the then applicable horizontal and/or vertical clearance rules of the National Electrical Safety Code, published by the Institute of Electrical and Electronics Engineers, Inc., or its successor thereto, and/or (iii) take any other actions which would unreasonably impair the ability of the Cooperative to install, construct, enlarge, use, replace, reconstruct, maintain, test, inspect and/or repair the Facilities.

The Cooperative will repair, replace, or pay actual, but not consequential damages for any and all agricultural crops and/or lawn and sewer/drain line arising from the construction, maintenance, repair or
replacement of the Facilities. The Cooperative will restore the so named with grass and upto three trees per the Grantor’s choice.

It is further agreed that failure of the Cooperative, its successors and assigns, to enter upon said land or part thereof, or to exercise any rights and privileges hereby granted and conveyed shall not work as a forfeiture, abandonment or be constituted as a surrender of any rights and privileges hereby granted and conveyed, in whole or in part.

The Grantor agrees that all Facilities installed on the Grantor’s Property at the expense of the Cooperative shall remain the property of the Cooperative and be removable at the option of the Cooperative, at any time.

The Grantor covenants that they are the owners of the Grantor’s Property and/or is spouse of an owner and hereby releases all rights and expectancy of dower in the Grantor’s Property, and that the easement and right of way area is completely free and clear of all encumbrances.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Cooperative and their respective representatives, heirs, successors and assigns, and shall be an encumbrance upon the Grantor’s Property and shall be binding on the owners thereof and their successors and/or assigns.

It is expressly agreed that no breach of this agreement shall entitle either Grantor or the Cooperative to cancel, rescind or otherwise terminate this agreement. Neither this agreement nor any acts of the Grantor or the Cooperative shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties.

This agreement may be executed in one or more counterparts, which when signed by the parties hereto shall be collectively deemed to be one and the same agreement.

[Signatures on the following page.]
IN WITNESS WHEREOF, the Grantor and the Cooperative have executed this Right of Way Easement on the date and year first above written.

GRANTOR:

(Signed) __________________________

Title ____________________________

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

STATE OF OHIO, COUNTY OF ____________________________ ss.

Be remembered, that on this __________ day of __________, 2021, ____________________________ personally appeared before me, the undersigned, a Notary Public, who acknowledged to me that execution thereof is their free act and deed.

Notary Public

My commission expires: ____________________________

COOPERATIVE:

PIONEER RURAL ELECTRIC COOPERATIVE, INC.

(Ronald P. Salyer)

Name: ____________________________

Title: ____________________________

State of Ohio: ____________________________ ss.

County of: ____________________________

The foregoing instrument was acknowledged before me, on this __________ day of ____________________________, 2021, by ____________________________, the President/CEO for Pioneer Rural Electric Cooperative Inc., an Ohio nonprofit corporation, who acknowledged to me that they did so sign said instrument in name and upon behalf of said corporation, and that the same is their free act and deed.

Notary Public

My commission expires: ____________

This instrument prepared by ____________________________

and upon recording return to: ____________________________

PIONEER RURAL ELECTRIC COOPERATIVE, INC.

344 West US Route 36

Piqua, Ohio 45356
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, The City of Dayton (hereinafter called the "Grantor"), in consideration of Nine Thousand Four Hundred and Sixty Dollars ($9,460.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for and on behalf of Grantor's successors and assigns and for and on behalf of anyone claiming by, through, or under Grantor, does hereby grant, bargain, sell and convey unto PIONEER RURAL ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative") and to its successors and assigns, a five (5) foot wide perpetual [non-exclusive] right-of-way and easement for the complete construction, installation, reconstruction, repaving, relocations, extension, operation, maintenance, testing, repair and removal, at any time or times hereafter, of the Cooperative's electric transmission and/or distribution line or system and/or communication systems, including conduits, cables, wires, poles, fixtures and appurtenances (collectively, hereinafter called the "Facilities"), as the Cooperative may from time to time require or deem proper, in, under, over and upon the lands of the Grantor, situated in the Township of Butler, City of Dayton, County of Montgomery, State of Ohio, and more particularly described as follows:

Being part of Section 6 and Section 7, Town 3, Range 6 East, as described in D.M.F. 1973-317 D010 and D.M.F. 1983-268 E004, bound to the West by Dog Leg Road, said tracts contain D.M.F. 1973-317 D010 - 60 acres, D.M.F. 1983-268 E004 - 789 acres, more less and recorded in D.M.F. 1973-317 D010 and D.M.F. 1983-268 E004. (hereinafter called the "Grantor's Property") centerline of the right-of-way and easement shall be approximately the following course, viz:

See Exhibit A and Exhibit B

With full right and authority to the Cooperative, its successors and assigns, and its and their employees, representatives, invitees, contractors, and agents, to enter at all times upon said Grantor's Property to construct, install, reconstruct, replace, upgrade, relocate, extend, test, replace, repair, operate and maintain on, over, or under the easement and right-of-way, and/or in, or upon, or under all streets, roads, or highways abutting said Grantor's Property, the Facilities, [and to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems which are a part of the Facilities], to cut, trim, or control the growth by chemical means, machinery or otherwise all trees, shrubbery and other vegetation located within said five (5) feet wide Strip Easement; and to license, permit or otherwise agree to the joint use of occupancy of the Facilities by any other person, association, or corporation, for electrification, telephone or other communication purposes.

The purpose of this easement where it overlaps or extends into the public right-of-way will be limited to the safe and environmentally accepted practice of vegetation control, including the trimming and cutting of trees, within the said right-of-way.

Grantor may fully use, occupy, and enjoy the Grantor's Property, including, but not limited to, the easement and right-of-way area, for any lawful purpose which does not interfere or threaten the safe, proper, or convenient use, occupancy and enjoyment of the Facilities and the easement and right-of-way by the Cooperative; provided that, Grantor shall not (i) construct or install any permanent improvements on or in the easement and right-of-way, (ii) erect or place a permanent structure on or in the easement and right-of-way or otherwise in the vicinity of the Facilities, in a manner which would violate the then applicable horizontal and/or vertical clearance rules of the National Electrical Safety Code, published by the Institute of Electrical and Electronics Engineers, Inc., or its successor thereto, and/or (iii) take any other actions which would unreasonably impair the ability of the Cooperative to install, construct, enlarge, use, replace, reconstruct, maintain, test, inspect and/or repair the Facilities.
The Cooperative will repair, replace, or pay actual, but not consequential damages for any and all agricultural crops and/or lawn and sewer/drain line arising from the construction, maintenance, repair or replacement of the Facilities. The Cooperative will restore the so named with grass and up to three trees per the Grantor’s choice.

It is further agreed that failure of the Cooperative, its successors and assigns, to enter upon said land or part thereof, or to exercise any rights and privileges hereby granted and conveyed shall not work as a forfeiture, abandonment or be constituted as a surrender of any rights and privileges hereby granted and conveyed, in whole or in part.

The Grantor agrees that all Facilities installed on the Grantor’s Property at the expense of the Cooperative shall remain the property of the Cooperative and be removable at the option of the Cooperative, at any time.

The Grantor covenants that they are the owners of the Grantor’s Property and/or is spouse of an owner and hereby releases all rights and expectancy of dower in the Grantor’s Property, and that the easement and right of way area is completely free and clear of all encumbrances.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Cooperative and their respective representatives, heirs, successors and assigns, and shall be an encumbrance upon the Grantor’s Property and shall be binding on the owners thereof and their successors and/or assigns.

It is expressly agreed that no breach of this agreement shall entitle either Grantor or the Cooperative to cancel, rescind or otherwise terminate this agreement. Neither this agreement nor any acts of the Grantor or the Cooperative shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties.

This agreement may be executed in one or more counterparts, which when signed by the parties hereto shall be collectively deemed to be one and the same agreement.

[Signatures on the following page.]
IN WITNESS WHEREOF, the Grantor and the Cooperative have executed this Right of Way Easement on the date and year first above written.

GRANTOR:

(Signed) 

Title 

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

STATE OF OHIO, COUNTY OF _________________________________ ss.

Be remembered, that on this __________ day of __________, 2021,
personally appeared before me, the undersigned, a Notary Public,
who acknowledged to me that execution thereof is their free act and deed.

Notary Public

My commission expires: ___________________________

COOPERATIVE:

PIONEER RURAL ELECTRIC COOPERATIVE, INC.

By: 

Name: RONALD P. SNYDER
Title: PRESIDENT/CEO

State of Ohio )
County of MIAMI ) ss.

The foregoing instrument was acknowledged before me, on this 13th day of December, 2021, by Ronald P. Snyder, the President/CEO for Pioneer Rural Electric Cooperative Inc., an Ohio non-profit corporation, who acknowledged to me that they did so sign said instrument in name and upon behalf of said corporation, and that the same is their free act and deed.

Notary Public

My commission expires: April 16, 2025

This instrument prepared by 
and upon recording return to:
PIONEER RURAL ELECTRIC COOPERATIVE, INC.
344 West US Route 36
Piqua, Ohio 45356
February 15, 2022

TO: Shelley Dickstein  
   City Manager

FROM: Gilbert B. Turner, Director  
       Department of Aviation

SUBJECT: AN ORDINANCE - Authorizing the Grant of Two Right of Way Easements and Declaring an Emergency.

The Department of Aviation requests the attached Ordinance be placed on the March 3, 2022 City Commission calendar for approval.

Pioneer Rural Electric Cooperative, Inc. requires two right of way easements on land located at the Dayton International Airport to install and upgrade electric service to existing and future development in the area. The attached Ordinance authorizes the City Manager grant two right of way easements. Pioneer Rural Electric Cooperative, Inc. will pay the City $9,460.00 and $385.00 for the easements. These amounts represent the fair market value of the easements as determined by an appraisal.

The ordinance is requested as an emergency so that the easement may be granted without delay in order to accommodate the power needs for new development.

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

Authorizing the Grant of an Access and Utility Easement for the Benefit of a Parcel of Land Located at the Dayton International Airport, and Declaring an Emergency.

WHEREAS, NP Dayton Building X, LLC desires to purchase and develop property located at the Dayton International Airport, more particularly described in Exhibit A ("Property"); and

WHEREAS, The Property has ingress and egress access only to an improved street that is not a dedicated road, commonly known as Logistics Lane; and

WHEREAS, The City desires to grant NP Dayton Building X, LLC an access and utility easement to provide ingress, egress and utility access to the Property; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this Ordinance take effect at an early date; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute an Access and Utility Easement Agreement identical in form and substance to the document attached to the original of this Ordinance as Exhibit B, and any other documents necessary to grant an access and utility easement to NP Dayton Building X, LLC.

Section 2. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.........................................................., 2022

SIGNED BY THE MAYOR.................................................................., 2022

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
February 10, 2022

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

FROM: Gilbert B. Turner, Director
    Department of Aviation

SUBJECT: AN ORDINANCE - Authorizing the Grant of an Access and Utility Easement for the Benefit of a Parcel of Land Located at the Dayton International Airport, and Declaring an Emergency

The Department of Aviation requests the attached Ordinance be placed on the February 22, 2022 City Commission calendar for approval.

NP Dayton X, LLC desires to purchase property from the City located at the Dayton International Airport. The sale of the property was previously approved on August 1, 2018 by passage of Ordinance No. 31657-18. The attached Ordinance authorizes the City Manager to grant an access and utility easement to NP Dayton X, LLC. The property is serviced by Logistics Lane, which is not a publicly dedicated road. Without the easement, the property in question will not have ingress and egress to a public right of way, prohibiting its development.

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

GT/sb
For recording purposes only:

Title of Document: ACCESS AND UTILITY EASEMENT AGREEMENT

Date of Document: February ____, 2022

Grantor: CITY OF DAYTON, OHIO
        Department of Aviation
        3600 Terminal Drive, Suite 300
        Vandalia, Ohio 45377

Grantee: NP Dayton Building X, LLC
        4825 NW 41st Street, Suite 500
        Riverside, Missouri 64150

Legal Description: See Exhibit A and Exhibit B

Reference Book and Page(s): File No. 2019-00002561, Plat Book 233, Page 6-6B

INSTRUMENT PREPARED BY:
AND AFTER RECORDING RETURN TO:
Levy Craig Law Firm
Attn: Scott Seitter
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the “Agreement”) dated February ___, 2022 (the “Effective Date”), by and between City of Dayton, Ohio, an Ohio municipal corporation (“Grantor”) and NP Dayton Building X, LLC, a Missouri limited liability company, with an address of 4825 NW 41st Street, Suite 500, Riverside, Missouri 64150 (“Grantee”).

Recitals

WHEREAS, Grantor is the fee simple owner of a certain private roadway located in Montgomery County, Ohio, commonly known as Logistics Lane, as depicted in Exhibit A (“Logistics Lane”);

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located immediately north of Logistics Lane in Montgomery County, Ohio, as legally described and depicted in Exhibit B (“Grantor’s Adjacent Property”);

WHEREAS, Grantee is the fee simple owner of the real property located in Montgomery County, Ohio as legally described in Exhibit C attached hereto (the “Grantee Property”);

WHEREAS, Grantor’s Adjacent Property runs from east to west along the south side of the Grantee Property and Logistics Lane runs from east to west along the south side of the Grantor’s Adjacent Property and, as such, Grantee Property only has access to a publicly dedicated street/roadway (Peters Pike Road) via to Logistics Lane (improved street, not dedicated) via Grantor’s Adjacent Property as shown or referenced on the recorded Plat in Plat Book 233, Page 6-6B of Montgomery county records;

WHEREAS, Grantor desires to grant to Grantee for the benefit of the Grantee Property and Grantee desires to obtain from Grantor for the benefit of the Grantee Property a permanent, non-exclusive appurtenant easement (the “Grantor’s Adjacent Property Easement”) to connect to and utilize Grantor’s Adjacent Property for access and utility installation, including ingress and egress (the “Grantor’s Adjacent Property Easement Area”).

WHEREAS, Grantor desires to grant to Grantee for the benefit of the Grantee Property and Grantee desires to obtain from Grantor for the benefit of the Grantee Property a temporary, appurtenant non-exclusive easement (the “Logistics Lane Easement”) to connect to, and utilize Logistics Lane for access and utility installation, including ingress and egress (the “Logistics Lane Easement Area”).

Agreement

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and for other good and valuable consideration, the receipt of which is acknowledged, Grantor and Grantee agree as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Grantor, the fee simple owner of the Grantor’s Adjacent Property Easement Area, for itself, its successors and assigns, does hereby grant to, and for the benefit of, the Grantee Property and Grantee and Grantee’s successors and assigns, a permanent, non-exclusive right, privilege, appurtenant easement (appurtenant to the Grantee Property), and right of way, over, through, and across the Grantor’s Adjacent Property Easement Area (which such access includes Grantee’s right to cross any
gaps that may exist between Grantor’s Adjacent Property and the Grantee Property) for Grantee’s use of Grantor’s Adjacent Property, and for the installation of utilities serving the Grantee Property. Grantee shall be responsible for obtaining all governmental approvals necessary for its activities on the Grantor’s Adjacent Property Easement Area, if any.

3. Grantor also grants Grantee and Grantee’s successors and assigns the right, but not the obligation, for the benefit of the Grantee Property, to install vehicular and pedestrian access drives, pathways and connections/points of ingress and egress over and across the Grantor’s Adjacent Property Easement Area connecting the Grantee Property to Grantor’s Adjacent Property and Logistics Lane and to install utilities over and within the Grantor’s Adjacent Property Easement Area (the “Grantor’s Adjacent Property Improvements”). Grantor’s Adjacent Property Improvements constructed by Grantee shall be in compliance with applicable governmental laws, rules, regulations, and ordinances with respect to the same.

4. Grantor, the fee simple owner of the Logistics Lane Easement Area, for itself, its successors and assigns, does hereby grant to, and for the benefit of, the Grantee Property and Grantee and Grantee’s successors and assigns, a temporary, non-exclusive right, privilege, appurtenant easement (appurtenant to the Grantee Property), and right of way, over, through, and across the Logistics Lane Easement Area (which such access includes Grantee’s right to cross any gaps that may exist between Logistics Lane and the Grantor’s Adjacent Property) for Grantee’s use of Logistics Lane, and for the installation of utilities serving the Grantee Property. Grantee shall be responsible for obtaining all governmental approvals necessary for its activities on the Logistics Lane Easement Area, if any.

5. Grantor also grants Grantee and Grantee’s successors and assigns the right, but not the obligation, for the benefit of the Grantee Property, to install vehicular and pedestrian access drives, pathways and connections/points of ingress and egress over and across the Logistics Lane Easement Area connecting the Grantee Property to Grantor’s Adjacent Property and Logistics Lane and to install utilities over and within the Logistics Lane Easement Area (the “Logistics Lane Improvements”). Logistics Lane Improvements constructed by Grantee shall be in compliance with applicable governmental laws, rules, regulations, and ordinances with respect to the same.

6. This Grantor’s Adjacent Property Easement grant and the Logistics Lane Easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

   a. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon, over or adjacent to the Grantor’s Adjacent Property Easement Area and the Logistics Lane Easement Area.

   b. Grantee shall have the right to allow third parties to construct and install the Grantor’s Adjacent Property Improvements and the Logistics Lane Improvements.

   c. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the Grantor’s Adjacent Property Easement or the Logistics Lane Easement or the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

   d. Grantor shall not authorize any use of the Grantor’s Adjacent Property Easement Area or the Logistics Lane Easement Area which is inconsistent with or interferes with the uses
authorized herein.

e. Grantor shall not construct, install, or permit the construction or installation of any building or other above-ground structure, or portion thereof, upon the Grantor’s Adjacent Property Easement Area or the Logistics Lane Easement Area.

7. Grantee shall perform all maintenance required of the Grantor’s Adjacent Property Improvements and the Logistics Lane Improvements, at Grantee’s sole cost. Grantor shall perform all maintenance and any improvements to the Grantor Property at Grantor’s sole cost and expense.

8. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit of the parties designated herein, their successors or assigns, or others entitled to such use by law or agreement. Notwithstanding the foregoing, the Logistics Lane Easement will run until such time as Logistics Lane is dedicated for public use. The Grantor’s Adjacent Property Easement will not terminate upon dedication of Logistics Lane for public use and shall continue in perpetuity.

9. Any notice to be served upon any party must be in writing and sent by certified mail, return receipt requested, postage prepaid, or by a national recognized courier, unless another address is provided, as follows:

If to Grantor: City of Dayton, Ohio
                Department of Aviation
                3600 Terminal Drive, Suite 300
                Vandalia, Ohio 45377
                Attn: Gilbert Turner, Director
                gturner@flydayton.com

If to Grantee: NP Dayton Building X, LLC
                4825 NW 41st Street, Suite 500
                Riverside, Missouri 64150
                Attention: Nathaniel Hagedorn
                nathaniel@northpointkc.com

with a copy to: NorthPoint Development, LLC
                4825 NW 41st Street, Suite 500
                Riverside, Missouri 64150
                Attention: Leo Salinger
                lsalinger@northpointkc.com

with a copy to: Levy Craig Law Firm
                4520 Main Street, Suite 1600
                Kansas City, Missouri 64111
                Attention: Scott Seitter
                sseitter@levycraig.com

10. Grantor and Grantee hereby agree that this Agreement constitutes the entire agreement between the
parties hereto and no representation or statements, oral or written, have been made that modify, add to, or change the terms of this Agreement.

11. This Agreement is binding upon and shall inure to the benefit of the respective successors and assigns of Grantor and Grantee.

12. It is the intention of the parties hereto that all questions of construction and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of Ohio.

13. Grantor warrants that it has the necessary authority and title to the Grantor’s Adjacent Property Easement Area and the Logistics Lane Easement Area to grant the Grantor’s Adjacent Property Easement and the Logistics Lane Easement to Grantee and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

14. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee and Grantee’s respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants.

15. The Grantor’s Adjacent Property Easement and the Logistics Lane Easement are for the benefit of, and shall be appurtenant to, the Grantee Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of all or any part of the Grantee Property, the Grantor’s Adjacent Property Easement Area and the Logistics Lane Easement, and all persons or entities claiming under or through them. Any person or entity acquiring fee ownership of all or any portion of the Grantee Property, the Grantor’s Adjacent Property Easement Area and/or the Logistics Lane Easement Area shall be bound by this Agreement, but only as to the tract or portion of a tract acquired by such person or entity. In addition, notwithstanding anything contained herein to the contrary, such person or entity shall be bound by this Agreement only during the period such person or entity has such fee interest in such tract or portion of a tract, and only as to those obligations, liabilities or responsibilities that accrue during such period. Although persons and entities may be released under this paragraph, the easements, covenants, and restrictions set forth herein shall continue to be a benefit to and a servitude upon said tracts running with the land.

16. The parties hereto agree that any modification of this Agreement shall be effective only when made in writing signed by both Grantor and Grantee, their respective successors or assigns, and recorded with the Montgomery County, Ohio Recorder’s Office.

17. If any provision of this Agreement shall be deemed invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Agreement.

18. This Agreement may be executed in multiple, separate counterparts.

[Remainder of Page Intentionally Blank]
IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have each caused this instrument to be executed and delivered as of the day and year first written above.

GRANTOR:

CITY OF DAYTON, OHIO,
an Ohio municipal corporation

By: ______________________
Name: ____________________
Title: _____________________

APPROVED AS TO FORM
AND CORRECTNESS:

(Handwritten Signature)
City Attorney

STATE OF OHIO )
) SS:
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this ___ day of ____________, 2022 by ____________________, the _____________________ of the City of Dayton Ohio, an Ohio municipal corporation on behalf of the corporation.

__________________________
Notary Public

My Commission expires: ___________________
GRANTEE:

NP DAYTON BUILDING X, LLC,
a Missouri limited liability company

By: __________________________________________
    Thomas Davies, Manager

STATE OF _____________________________
    ) SS:
COUNTY OF _____________________________

The foregoing instrument was acknowledged before me this ___ day of _______________, 2022
by Thomas Davies, the Manager of NP Dayton Building X, LLC, a Missouri limited liability company, on
behalf of the limited liability company.

______________________________
Notary Public

My Commission expires: ______________________
EXHIBIT A

Logistics Lane Depiction

Logistics Lane (not dedicated) as shown or referenced on the recorded Plat in Plat Book 233, Page 6-6B of Montgomery county records.

Logistics Lane Easement Area:
From the East terminus of Logistics Lane to Peters Pike Road.
EXHIBIT B

Grantor’s Adjacent Property Legal Description and Depiction

BEING AN ACCESS EASEMENT OVER, THROUGH, AND ACROSS A PART OF A LOT 81143 OF THE CITY OF DAYTON AND BEING OWNED BY CITY OF DAYTON AS DESCRIBED IN DEED BOOK 2374, PAGE 572 OF THE MONTGOMERY COUNTY RECORDER’S OFFICE, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 5, TOWN 3, RANGE 6 EAST, CITY OF DAYTON, MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing for reference at an iron pin in monument box found at the northwest corner of the southeast quarter of Section 5 and being on the centerline of Peters Pike;

thence, South 89°23’33” East, 1465.59 feet, along the north line of said southeast quarter of Section 5 to an iron pin found at the southwest corner of Lot 85081 and being owned by City of Dayton as described in D.M.F. 80-204E04 and being the principal place of beginning of the easement herein conveyed;

thence, South 89°23’33” East, 1200.39 feet, along the north line of said southeast quarter of Section 5 to an iron pin found at the southeast corner of said Lot 85081;

thence, South 00°18’24” West, 110.00 feet, along the east line of said southeast quarter of Section 5 to a point;

thence, North 89°23’33” West, 1200.79 feet, to a point;

thence, North 00°30’53” East, 110.00 feet, to the principal place of beginning.

Containing 3.032 acres more or less and all being subject to any legal highways and easements of record.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated February 11, 2022.
EXHIBIT B
BEING AN ACCESS EASEMENT
SITUATED IN SECTION 5, T 3, R 6 E,
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

LEGEND
O P.P. IRON PIN FOUND
S MONUMENT BOX W/IP FOUND
■ EXISTING CORP LIMITS

THE BEARINGS ARE BASED
ON NAD 83 CORP 2011 ADJUSTMENT,
OHIO SOUTH ZONE,
ODOT VPS CORP NETWORK

SCALE: 1"=50'
EXHIBIT C

Lot No. 85081 in record Plan of Dayton Airport-Lightner Road Subdivision, being all of Lots 81512, 81768, 81769, 85059, 85060 part of lot 85063 and part of Lot 81143 of the Revised and Consecutive number Lots on the Plat of the City of Dayton, Section 5, Town 3 Range 6E Montgomery County, Ohio, as per Plat thereof recorded in/as Plat Book 233, Page 6-6B in the Montgomery County Recorder's Record of Plats.
A RESOLUTION

Authorizing the Acceptance of a Restrictive Grant Agreement with American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc., in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Dayton Mediation Center; to fulfill the Community Engagement Police reform recommendation for an alternative to Police response has created the Mediation Response Unit Pilot; and

WHEREAS, The American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc., supports transformational mediation-based programming; and

WHEREAS, The Dayton Mediation Center, in an effort to support the work of the Mediation Response Pilot, applied for and received a grant in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) from The American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc.; and,

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and,

WHEREAS, To provide for the timely development and execution of the grant guidelines, and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,

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

Section 1. That the City Manager is authorized to accept and distribute the Restricted Grant Agreement in the amount of One Hundred and Fifty Thousand Dollars and Zero Cents ($150,000.00) on behalf of the City of Dayton, and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the Award from The American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc.

Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total Project cost of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00).
February 22, 2022

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

FROM: Todd Kinskey, Director
Department of Planning, Neighborhoods & Development

SUBJECT: Resolution for Grant Agreement: American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc.

The Department of Planning, Neighborhoods & Development recommends the passage of the attached resolution and associated grant agreement with the American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc. (AAA-ICDRF).

AAA-ICDRF provides funding for transformational mediation-based programs through their foundation. The AAA-ICDRF will provide a grant of $150,000.00 for the Dayton Mediation Response Unit (MRU) pilot program. The grant proceeds will provide financial support for personnel costs associated with the MRU.

The MRU was created through the recommendations of the Mayor’s Police Reform Initiative. The goal of the program is to respond to non-violent, non-emergent, neighbor dispute type 911 calls.

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

Please contact Michelle Zaremba at extension 2352 or Erin Ritter at extension 5014 with any questions.

TK/hrb

Attachments

C: Mr. Gondol; Ms. Zaremba; Ms. Browning; Ms. Ritter; file
RESTRICTED GRANT AGREEMENT

THIS RESTRICTED GRANT AGREEMENT (this “Agreement”) is entered into on this ___ day of ______, 2022 (the “Effective Date”), by and between the American Arbitration Association/International Centre for Dispute Resolution Foundation, Inc., a Section 501(c)(3) tax-exempt New York not-for-profit corporation (the “Foundation”), and the City of Dayton, (“Grantee”), with reference to the following:

WHEREAS, the Foundation was formed for charitable and educational purposes, and in particular to promote the use and improvement to dispute resolution processes in the USA and internationally;

WHEREAS, Grantee is dedicated to the creation and implementation of the Mediation Response Unit (MRU), an alternative to responding to nonviolent, low-level 911 calls for service. The MRU will utilize civilians who are trained in mediation, conflict coaching and conflict transformation. The MRU will be managed out of the Dayton Mediation Center.;

WHEREAS, the Foundation desires to provide funding to Grantee to support Dayton Mediation Center Response Pilot in furtherance of the Foundation’s charitable and educational purposes under the terms and conditions set forth herein, which are intended to provide the Foundation with adequate assurance that such funding will be used for the intended purposes and consistent with the Foundation’s tax-exempt status; and

WHEREAS, Grantee is willing to accept such funding and to carry out the intended purposes of the Grant, in furtherance of Grantee’s purposes, on the terms and subject to the conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements herein contained, the sufficiency of which the parties hereby mutually acknowledge, the parties hereto agree as follows:

1. The Grant. The Foundation hereby grants to Grantee ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00) (the “Grant Funds”), on the terms and subject to the conditions set forth in this Agreement (the “Grant”). As soon as practicable after Grantee has performed each phase of the activities described in the Grant Schedule, and submitted a report in accordance with Section 6 of this Agreement for that phase, the Foundation shall disburse payment to Grantee for that portion of the Grant Funds allocated for the phase completed pursuant to such instructions provided by Grantee, provided that all conditions of this Agreement are met and there is no event of default by Grantee. The Foundation may, in its reasonable discretion, modify payment dates or amounts, and shall notify Grantee of any such changes in writing.

2. Restricted Fund. Grantee shall hold the Grant Funds in a separate restricted fund, the principal and income (if any) of which shall be expended by Grantee solely for the purpose set
forth herein. Although the Grant Funds need not be physically segregated, the funds and any income thereon shall be accounted for separately in Grantee’s books and records. Grantee may, but is not required to, invest the Grant Funds in highly liquid investments with the objective of preserving the principal (e.g., an interest-bearing account or registered money market mutual fund).

3. **Restricted Purposes.** Grantee agrees to use the Grant Funds solely for the following purposes (the “**Restricted Purposes**”): These grant funds will be used to supplement the Mediation Responder Positions for our Mediation Response Unit in which civilians trained by the Dayton Mediation Center will handle low-level calls for service in place of police. Any unexpended funds from the Grant Funds not used for the Restricted Purposes upon the termination of this Agreement, or used in material breach of this Agreement as determined by the Foundation in its sole discretion, shall be promptly returned to the Foundation, unless otherwise agreed to in writing by the Foundation to be applied to another charitable or educational purpose.

4. **Lobbying and Political Campaign Activities.** No portion of the Grant Funds may be used for lobbying (i.e., efforts to influence legislation at any level of government) or political campaign activities (i.e., participating in, or intervening in, in any way, including the publishing or distributing of statements, any political campaign on behalf of or in opposition to any candidate for public office).

5. **Accounting and Audit.**

   (a) Grantee shall maintain, consistent with prevailing best practices for municipal government organizations: (i) accurate and complete books and records in reasonable detail and in conformity with generally accepted accounting principles based on Grantee’s location; and (ii) an appropriate system of internal controls and safeguards over Grantee’s assets and financial reporting.

   (b) Grantee shall comply with any applicable legal requirements relating to obtaining an audit or other review of Grantee’s financial statements by an independent certified public accounting firm.

   (c) Grantee shall maintain a systematic accounting record of the receipt and disbursement of the Grant Funds and shall maintain substantiating documents (such as bills, invoices, cancelled checks, etc.) in Grantee’s files for at least four (4) years after the Grant Funds have been fully spent.

   (d) The Foundation may monitor, evaluate and review Grantee’s use of the Grant Funds and compliance with this Agreement, which may include onsite visits to assess Grantee’s operations and finances. Grantee shall make its books and records relating to the Grant available to the Foundation for inspection, copying and auditing at reasonable times during such period following Grantee’s receipt of the Grant Funds and for four (4) years after the Grant Funds have been fully spent, to confirm Grantee’s compliance with its obligations under this Agreement. Any onsite visit or audit shall be conducted at the Foundation’s expense, following prior written notice, during normal business hours and no more than once in any 12-month period.
6. **Reports.**

   (a) Upon the date(s) set forth in the *Grant Schedule*, Grantee shall provide to the Foundation a detailed written report that includes: (i) a statement of the expenditures from the Grant Funds, and any interest on or other income earned from the Grant Funds consistent with Section 2; (ii) a narrative description of the use of the proceeds of the Grant Funds; (iii) a narrative description of the progress towards the goals for which the Grant was made, and (iv) a narrative description of any obstacles or challenges in administering the Grant for the Restricted Purposes and Grantee’s efforts to address such obstacles or challenges in furtherance of the Restricted Purposes of the Grant; in each case with respect to the period from the date hereof until the date of the report.

   (b) If the Grant Funds are not fully expended for the Restricted Purposes within a single tax year of Grantee, then a true, correct and complete copy of Grantee’s IRS Form 990, 990-EZ, 990-N or 990-PF for each tax year until the Grant Funds are fully expended in accordance with the Restricted Purposes shall be provided to the Foundation within thirty (30) days of the earlier of (i) the deadline for filing such return, including any extensions, or (ii) the date on which such return was in fact filed with the Internal Revenue Service.

   (c) If the Grant Funds are not fully expended for the Restricted Purposes within a single fiscal year of Grantee, then a true, correct and complete copy of Grantee’s audited, reviewed or compiled financial statements, if any, and if none, then Grantee’s internal financial statements, shall be submitted to the Foundation within the earlier of thirty (30) days of the finalization thereof or five (5) months after the end of such year, for each fiscal year until the Grant Funds are fully expended in accordance with the Restricted Purposes.

   (d) If Grantee is audited by its internal audit department or by a third party prior to the expenditure of all of the Grant Funds or for any period during which the Grant Funds were expended by Grantee, Grantee shall provide the audit report to the Foundation upon request, including any management letter and remediation plan for remedying any deficiency identified.

7. **Notification.** During the term of this Agreement, Grantee shall notify the Foundation in writing (in accordance with Section 27) within thirty (30) days of the following changes, including a description thereof, and shall answer any questions from the Foundation regarding: (a) any change to the control or leadership of Grantee, including changes to [i] the composition of its Board of Directors, Board of Trustees or equivalent governing body, [ii] its corporate members; [iii] chief executive officer and chief financial officer, or the functionally equivalent positions regardless of title, and/or [iv] any other staff who are material to carrying out the Restricted Purposes or who were described in Grantee’s application for the Grant; and (b) any material change to Grantee’s purposes, mission, administration or operations.

8. **Insurance.** Grantee maintains a self-insurance program pursuant to Ohio Revised Code 2744.08. The City of Dayton is self-insured against its and its employees’ potential liability in damages in civil actions for injury, death, or loss to persons or property allegedly caused by an act or omission of the political subdivision or any of its employees in connection with with a governmental or proprietary function.

9. **Compliance with Law.** Grantee shall comply with all applicable laws and regulations in all jurisdictions in which it operates and shall maintain high ethical standards in
carrying out its obligations under this Agreement. In particular, and without limiting the foregoing sentence or any other provision hereof, Grantee shall not infringe, misappropriate or violate the intellectual property, privacy or publicity rights of any third party.

10. **Anti-Corruption and Anti-Bribery.** Without in any way limiting Section 9, Grantee shall comply with all applicable anti-money laundering laws and economic sanctions regulations. Grantee shall not expend any of the Grant Funds in violation of applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Grantee shall not offer or provide any money, gifts or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation, the Grant or carrying out the Restricted Purposes, including by assisting any party to secure an improper advantage. Under no circumstances shall any payments or anything of value be made, promised, or offered to any U.S. Federal, State or local employee (a) to influence any official government act or decision, (b) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty, or (c) to obtain or retain business for, or direct business to any individual or entity.

11. **Anti-Terrorism.** Without in any way limiting Section 9, Grantee shall not use any of the Grant Funds, directly or indirectly, in support of activities (a) prohibited by United States laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions, unless such activities are fully authorized by the United States government under applicable law and specifically approved by the Foundation in its sole discretion.

12. **Sub-Grants and Sub-Contracts.** Grantee has the exclusive right to select sub-grantees and sub-contractors to assist with its work using the Grant Funds to carry out the Restricted Purposes, provided that Grantee must (a) provide advance written notice thereof to the Foundation, including the names of such sub-grantees and/or sub-contractors and the respective amounts to be sub-granted or paid to each, and (b) update the Foundation in advance of any changes thereto. Grantee shall be responsible for all acts and omissions of its trustees, directors, officers, employees, sub-grantees, sub-contractors, contingent workers, agents, and affiliates assisting with carrying out the Restricted Purposes of the Grant and for ensuring their compliance with the terms of this Agreement.

13. **Conflicts of Interest.** Grant Funds shall not be expended for payments that involve, or give the appearance of, a conflict of interest. A conflict of interest is defined as a transaction in which the personal or financial interests of a director, trustee, officer, employee or agent of Grantee conflict, or appear to conflict, with his or her official responsibility. Examples include, but are not limited to, transactions such as payments to the directors of Grantee, or members of their immediate families, for salaries, expense reimbursements, or any other type of compensation, or payments to organizations in which such individuals have a financial interest.

14. **Publicity Acknowledgements.**

(a) Grantee shall acknowledge the Grant and the Foundation in all customary and appropriate ways, including, but not limited to, recognition in (i) press releases, publications and other media, and (ii) its other institutional literature, press releases, donor lists, annual reports and other published materials and media.
(b) Grantee shall obtain the Foundation’s prior written approval before (a) issuing a press release or other public announcement regarding the Grant, and (b) any public use of the Foundation’s name or logo. Grantee and any of its sub-grantees, sub-contractors, contingent workers, agents and affiliates shall not state or imply to third parties that the Foundation directly funds or endorses them or their activities, unless prior written approval is received from the Foundation.

(c) The Foundation retains the right to publicize the Grant, to publicly report on the Grant’s progress and outcomes as the Foundation deems appropriate and to include any information about the Grant, including Grantee’s name, in its public reports and the Foundation may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosures.

(d) Nothing in this Agreement shall be deemed to grant to Grantee any right related to any of the trademarks, trade name or other intellectual property or good will of the Foundation.

15. **License to Foundation.** Grantee hereby grants to the Foundation a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable license to: access, reproduce, publicly perform, publicly display, and distribute the copyrightable work in any grant deliverable that is created wholly or in part with Foundation funds; and to prepare derivative works and reproduce, publicly perform, publicly display and distribute those derivative works; and, otherwise use the copyrightable work, provided that in all such instances attribution is given to the copyright holder.

16. **Failure to Comply.** The Foundation reserves the right to discontinue, modify or withhold any Grant payments to be made or to require a partial or total refund of the Grant Funds in the event that Grantee fails to comply with any of its obligations under this Agreement and/or fails to comply with any applicable law or regulation applicable to the Grant, to Grantee or to the Foundation, as determined by the Foundation in the Foundation’s sole discretion. In such event, the Foundation shall provide Grantee with written notice of such noncompliance and if Grantee fails to remedy such noncompliance to the reasonable satisfaction of the Foundation within thirty (30) days after the receipt of such notice, the Foundation may, at its option, demand the prompt return of the Grant Funds in full or of any unexpended Grant Funds, as determined by the Foundation. In addition, to the extent that Grantee has not expended the entirety of the Grant Funds by the expiration of the term of this Agreement, Grantee shall promptly return the remaining balance to the Foundation.

17. **Term and Termination.**

(a) The term of this Agreement shall be from the Effective Date through such date on which the Grant Funds have been fully expended by Grantee and all reports have been submitted to the Foundation in accordance with this Agreement, unless terminated earlier as provided in this Agreement, and provided that Sections 5(c), 5(d), 14, 15, 18, 20, 21, 22, 24, 25, 26, 27 and 29, and any other provisions that expressly survive termination of this Agreement, shall survive the termination of this Agreement.

(b) In addition to any other grounds for termination set forth in this Agreement, the Foundation, in its sole and complete discretion without limitation, may, upon written notice to
Grantee, revoke this commitment and cancel payment of future unpaid balances if at any time any of the following occurs:

(1) Grantee becomes insolvent or files a voluntary petition in bankruptcy, or

(2) Any third party files an involuntary petition in bankruptcy against Grantee;

(3) Any act by one or more of Grantee’s creditors to access the Grant Funds in any manner;

(4) The Foundation determines, in its discretion, that (i) Grantee is acting or has acted inconsistently with applicable law or this Agreement; (ii) carrying out the Foundation’s obligations under this Agreement could adversely impact the Foundation’s tax-exempt status; compliance with applicable law or reputation; (iii) the Foundation is not reasonably satisfied with Grantee’s progress towards achieving the Restricted Purposes; (iv) there is a change in the control or leadership of Grantee, or material changes in Grantee’s organization, purpose, mission, administration or operations that the Foundation believes may threaten Grantee’s ability to comply with this Agreement or to achieve the Restricted Purposes; (v) there is a change in Grantee’s tax or non-profit status; or (vi) Grantee is acting in a manner that could damage the reputation of the Foundation.

18. **No Future Grant Obligation.** Grantee acknowledges that the Foundation has no obligation to make any additional grants or provide any other financial support to Grantee.

19. **Legal Entity and Authority.** Grantee represents and warrants that: (a) it is an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which it is organized or formed; (b) it is not a natural person or a disregarded entity for federal income tax purposes under U.S. law; (c) it has the right to enter into and fully perform the Agreement; its performance under this Agreement will not violate any agreement or obligation between Grantee and any third party. Grantee shall notify the Foundation immediately of any changes to the foregoing at any time until the Grant Funds have been fully expended and any reporting obligations required under this Agreement have been fully satisfied.

20. **Reliance.** Grantee acknowledges that the Foundation is relying on the information that Grantee has provided to the Foundation prior to entering into this Agreement and until Grantee’s obligations under this Agreement are fully satisfied. Grantee represents that the Foundation may continue to rely on such information and on any additional information that Grantee provides to the Foundation under or relating to this Agreement.

21. **No Creditor Rights.** Without limiting the generality of Grantee’s obligations under this Agreement, no third party nor any of Grantee’s creditors or any trustee shall have any right or claim in the Grant Funds or the proceeds of any part thereof by any purported assignment or transfer at any time. No other party may rely upon the terms and conditions of this Agreement.
Grantee recognizes that the Grant is being made solely for the purposes herein set forth and with the understanding that accomplishment of the Restricted Purposes must be performed by Grantee or under its direction.

22. **Indemnification.** The Foundation shall not be liable for losses, damages, claims or any other liabilities arising out of Grantee’s activities. Grantee agrees that any activities by the Foundation in connection with the Grant or Grantee’s activities to achieve the Restricted Purposes, such as the Foundation’s review or proposal of Grantee’s activities and expenditures, shall not modify or waive the Foundation’s rights under this paragraph. The Foundation may, at its own expense, employ separate legal counsel to monitor and participate in the defense of any claims for damages losses or liabilities arising out of Grantee’s activities.

23. **No Joint Venture.** This Agreement shall not be construed as constituting either party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other.

24. **No Third-Party Beneficiaries.** Except as expressly set forth herein, neither party intends that the Grant shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Foundation and Grantee, and no such benefit, right or cause of action shall in fact be created.

25. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

26. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement or the breach thereof and that cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation. The mediator shall be mutually selected and agreed upon by the parties.

27. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by facsimile transmission, if confirmed by the other means described in clause (a) or (b), and (d) when delivered by a nationally recognized overnight courier service, prepaid. Notices and other communications shall be addressed, in the case of the Foundation, to AAA-ICDR Foundation, Attn: Chair, Board of Directors, 120 Broadway, 21st Floor, New York New York 10271 and contact@aaaicdrfoundation.org, and in the case of Grantee, to [Dayton Mediation Center, Attn: Michelle Zaremba, 371 West Second Street, 2nd floor, Dayton, Ohio 45402 and michelle.zaremba@daytonohio.gov] (or to such other addresses, e-mail addresses and facsimile numbers as a party may designate by written notice to the other parties first sent to the addresses provided for herein).

28. **Headings and Interpretation.** All headings herein are inserted only for convenience and ease of reference and shall not be considered in the construction or in the interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.
29. **Miscellaneous.** Grantee may not assign, or transfer by operation of law or court order, any of its rights or obligations under this Agreement without the Foundation’s prior written approval. This Agreement will be binding upon and will inure to the benefit of the parties and their successors and permitted assigns. To the extent that any provision of this Agreement shall be found to be illegal or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. The language of this Agreement shall be construed without regard to the identity or status of any person or persons who drafted all or any portion of this Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and supersedes all previous agreements or understandings, whether written or oral, regarding the subject matter hereof. No modifications or amendments of this Agreement or waiver of the terms and conditions hereof will be binding upon a party, unless approved in writing by such party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with each and every provision of this Agreement. This Agreement may be executed by the parties in separate counterparts and delivered by facsimile or e-mail with scan attachment, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

American Arbitration Association-
International Centre for Dispute
Resolution Foundation, Inc.

City Manager, City of Dayton

By: ________________________________
Name: ________________________________
Title: ________________________________

By: ________________________________
Name: ________________________________
Title: ________________________________

APPROVED AS TO FORM
AND CORRECTNESS:

2/17/2022

X John Musto for
City Attorney

Signed by: Musto, John
A RESOLUTION

Adopting the “City of Dayton City Commission Rules of Procedure and Order,” Repealing the Previously Adopted Rules

WHEREAS, The purpose of a City Commission meeting is to ensure that the business of government is conducted in a fair, timely, and orderly manner while allowing citizens to participate effectively; and

WHEREAS, The City Commission recognized the need for rules to allow for an orderly and fair process for its citizens to address the Commission and for the Commission to conduct its business; and

WHEREAS, On May 16, 2018 the Commission of the City of Dayton adopted the City of Dayton Commission Rules of Procedure and Order by Resolution Number 6329-18 to establish the rules governing its process and proceedings; and

WHEREAS, The Commission has modified these rules and processes, and wishes to adopt the attached “City of Dayton City Commission Rules of Procedure and Order” and repeal the previously adopted provisions; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and to provide for the daily operations of the City of Dayton it is necessary that this Resolution take effect at the earliest possible date; now therefore,

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

Section 1. The Commission of the City of Dayton hereby adopts and establishes the rules pertaining to its meetings as set forth in the attached document entitled, “City of Dayton City Commission Rules of Procedure and Order.”

Section 2. That the existing Rules of Procedure and Order approved by the Commission on May 16, 2018, are hereby repealed.
Section 3. For the reasons set forth in the preamble hereof, this Resolution is declared to be an emergency and shall take effect at the earliest possible date.

ADOPTED BY THE COMMISSION............., 2022

SIGNED BY THE MAYOR.........................., 2022

Mayor, City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney
CITY OF DAYTON
CITY COMMISSION RULES OF PROCEDURE AND ORDER
Passed February 23, 2022
Resolution Number

THE REVISED CODE OF GENERAL ORDINANCES

The Revised Code of General Ordinances is a classification and arrangement of all the general or regulatory ordinances for the City of Dayton. The ordinances act as the controlling body of municipal law for our residents. Each section is assigned a number. The Code does not include temporary or special ordinances such as contracts with citizens and governmental subdivisions of the State, deed acceptances, special privilege grants, condemnations, or leases.

The Code is cited as the Revised Code of General Ordinances of the City of Dayton (RCGO) and provisions therein may be referred to by the consecutive section numbers. The original ordinance numbers and dates of passage or amendment have been preserved in historical data at the end of each code section. Ordinances contained in the Code are known and cited officially either by Code section designation, or by ordinance number, or both.

In 1940, the Code was made available in loose leaf form. Supplements were issued periodically. In 1954, 1977, 1984, and 2002 a complete new code, in loose leaf form was published.

RESOLUTIONS AND ORDINANCES

The Commission enacts legislation by passing Ordinances and adopting Resolutions. There is no legal difference between an Ordinance and a Resolution. Each represents a form by which the Commission speaks or acts formally. One is as binding and effective as the other. Over the years, the use of Ordinances by municipalities has become the common practice. However, in some instances the Ohio Statutes and the Charter of the City provide specifically that the governing body (City Commission) shall act by Resolution. The Dayton Charter, in dealing generally with enactment of legislation, uses both terms, Ordinances and Resolutions. However, in instances where State Statutes or the Charter, in control of procedure, are specific and use the term Ordinance or Resolution, the Commission must act by the method prescribed.

In the City of Dayton, Ordinances are typically used for items already regulated in the RCGO, relating to the sale or purchase of real estate, or any other municipal regulation. Resolutions are typically used for authorizing submission of or acceptance of a grant, support for or opposition to a liquor permit application, or support or opposition of a stated objective or position.

ORDINANCE ENACTMENT

Each proposed Ordinance or Resolution shall be introduced in written or printed form, and shall not contain more than one subject, which shall be clearly stated in the title. General Appropriation Ordinances may contain the various subjects and accounts for which moneys are to be appropriated. The enacting clause of all ordinances passed by the Commission shall be, Be
it ordained by the Commission of the City of Dayton. The enacting clause of all ordinances submitted by the initiative shall be Be it ordained by the City of Dayton.

Every Ordinance or Resolution, unless it be an emergency measure, shall be read at the meeting when it is introduced and shall be read at the next regular meeting, or to such time as same may be assigned for further hearing, when disposition shall be made. If any Ordinance or Resolution shall be referred to a committee, or the City Manager, such committee or the City Manager shall make their report at or before the time set for further hearings.

No Ordinance, unless it is declared an emergency measure, shall be passed on the day on which it shall be introduced, unless so ordered by an affirmative vote of four (4) members of the Commission. Reference: Section 41, Charter.

All Ordinances and Resolutions, except those passed as Emergency Measures, shall be in effect after thirty (30) days from the date of their passage. Reference: Section 42, Charter.

EMERGENCY MEASURE

An emergency measure is an Ordinance or Resolution for the immediate preservation of the public peace, property, health or safety, or providing for the usual daily operation of a municipal department, in which the emergency is set forth and defined in a preamble thereto. No Ordinance or Resolution making a grant, renewal or extension of a franchise or other special privilege, or regulating the rate to be charged for its services by any public utility, shall be passed as an emergency measure. Emergency measures become effective at the time indicated therein. By the affirmative vote of not less than four members of the Commission, emergency measures may be passed on the day when introduced. Reference: Section 42, Charter.

This is accomplished by two separate votes, the first to make the legislation an emergency measure and the second to vote on passage of the legislation. This can occur by having two readings of the legislation at a single meeting, or one reading at each of two meetings. The title is read the first time, including a phrase declaring it to be an emergency. A motion to make it an emergency follows the first reading of the proposed legislation.

Upon a roll call, four yea votes are required to adopt the emergency motion. The legislation, if approved in a separate vote, would then be effective upon the passage date included in the legislation, generally immediately. A second reading of the legislation is made and the roll is called for vote to pass the legislation.

The titles of Ordinances and Resolutions enacted under the terms of the Charter are published only once in a newspaper of general circulation. The General Appropriation Ordinance is published in its entirety.

SPONSOR ASSIGNMENT

Ordinances and resolutions are identified by number and by the name of a Commissioner as sponsor. Assignments are generally made in rotation by the Clerk of Commission, and does not
indicate that the Commissioner formally introduces or sponsors an Ordinance or Resolution. Each Commissioner is informed of the ordinance(s) to which their name has been assigned. However, a Commissioner may request that another name be assigned. Should the Clerk be aware of a Commissioner’s objection to a measure, the Clerk would not assign that particular Commissioner’s name to the legislation. Commissioners should communicate to the Clerk if they intend to vote no or abstain on a measure they have been identified as a sponsor on so that another Commissioner may be assigned.

INFORMAL RESOLUTION

With respect to matters not requiring the enactment of legislation, the Commission speaks by *Motion or Informal Resolution*. The motion is used as a suggestion or proposal. The Informal Resolution is used by the City Commission when it is desired to formalize action that would otherwise be taken by motion and to more effectively document it. However, it is no more effective than the motion. Common examples of Informal Resolution subjects include supporting or opposing legislation at the State or Federal level, supporting local tax initiatives sponsored by partner authorities, designating an activity as a Public Purpose, or encouraging citizens to participate in particular civic activities. Informal resolutions take effect immediately upon adoption.

DEVELOPMENT OF LEGISLATION

The Department of Law is responsible for drafting legislation, including Ordinances, Resolutions, Informal Resolutions, and Improvement Resolutions to be considered by the City Commission. The form of all draft legislation must be approved by the Department of Law before it is placed on the City Commission Calendar for approval.

A Member of Commission shall obtain an indication of support for the concept of a piece of legislation before it is drafted by the Department of Law. This will be accomplished by informal notification of other Members by the Director/Clerk or designee of the legislation being considered in order to determine that at least two other members are inclined to support the legislation. This can be accomplished by indicating the Member leading the effort and the general concept and asking for a show of support.

Because the legislation has not yet been drafted, it is recognized that a Member who is supportive of a concept, may not be supportive of the final legislation. An indication of support for a concept is not binding. Identifying support for the concept of legislation enables the Department of Law to prepare the legislation to meet the direction of the City Commission. It also ensures that prepared legislation is likely to be successful.

Once a subject has been demonstrated to have appropriate support, material is conveyed by the Director of the Commission Office to the Director of Law. If it is conveyed to the Director of Law by a Member of Commission, the Director of the Commission Office must be copied so that they are aware the request has been made. This allows the Director of the Commission Office to be an advocate for the Member, to check on the progress of the request, and to answer questions which may arise.
If available, sample legislation which the Director of Law may use as a template for Dayton's legislation should be provided. Alternatively, the critical points the legislation should cover should be described and draft "whereas" clauses should be shared with the Department of Law. Depending on the specific legislation, this may include details about content, limitations, enforcement, penalties, actions to be taken, or other points. It may be helpful to share news articles or other information that captures the underlying idea or theme of the legislation. The more complete the request to the Department of Law, the more expeditiously the Department can respond.

Commission Office staff is available to research legislation in other communities, meet with Dayton citizens to propose details, and propose elements of legislation for the Member advancing the legislation. Research should be assigned to staff by the Director.

Once the drafted legislation has been received, it is the responsibility of the sponsoring member to ensure the support of at least two additional members (three total) prior to inclusion in the Commission calendar.

The City Commission calendar will be shared with members the Friday preceding the meeting, except in extenuating circumstances. A synopsis of the calendar will be shared by the Director or her/his designee, and the full content of the calendar will be posted on the City Commission intranet site.

Contracts or legislation may be added to the calendar after Friday evening in some circumstances. Staff will communicate added items with the Commission by email as soon as practicable.
RULES AND PROCEDURE FOR CITY COMMISSION MEETINGS

OPEN MEETING LAW

All meetings of the City Commission are subject to the requirements of the Ohio Sunshine Law, presently codified in Ohio Revised Code § 121.22. However, during the pendency of a city declaration of emergency, the City Commission may hold and attend meetings and may conduct and attend hearings by means of teleconference, video conference, or any other similar electronic technology in accordance with R.C.G.O. § 30.14. Any citizen comment submitted prior to the meeting will be distributed to the Commission in advance of a virtual meeting. Written citizen comments from a virtual meeting will be posted on the City’s website with meeting minutes.

The Clerk of Council will publish the agenda for weekly and special meetings prior to the beginning of the meeting. All special meetings require at least 24 hours advance notice to the public.

At a regularly scheduled meeting, the Commission may add to the Agenda any matter for action, including adoption, without prior notice that such matter shall be considered at the meeting. At a special meeting, the Commission can only take action on a matter appearing on the notice for the special meeting.

REGULAR MEETINGS

Regular meeting of the City Commission shall be held on Wednesday of each week, commencing at 8:30 a.m. except that the meetings on the first, third, and fifth Wednesday of each month shall begin at 6:00 p.m., provided, however, that when following such schedule such Commission meeting will fall on any of the following days; New Year’s Day, Washington’s Birthday, Independence Day or Christmas Day, then an in that event the regular meeting of the Commission for the week may be held on Thursday at the same hour of the day as the meeting of would have had Wednesday of that week not have been a holiday. (Ords. 18107, passed 11-24-54: amend. Ord. 19560, passed 3-9-60; amend Ord. 26535, passed 5-26-82; amend. Ord. 26568, passed 7-28-82; amend Ord. 26843, passed 7-20-83)

If a member is not able to attend a meeting of the City Commission, they must prepare a memo requesting authorization of their absence and noting the reason for it. Said memo must be distributed to the Director of Commission, the Clerk, and the other four commission members.

The Mayor, when present, shall preside at all meetings. In the Mayor’s absence, a Commissioner serves as temporary presiding officer and the assignment will be designated by the Mayor. In the absence of an appointment, the longest serving Commissioner shall serve as the presiding officer of the meeting.

The presiding officer will decide all points of order, including order of action on the agenda items, unless specifically appealed by a majority of members.
It is agreed that under normal circumstances, action on any agenda item will be held for one week at the request of any member. The request to hold an item should be communicated to the Director or Clerk as far in advance of the meeting as possible. This does not include matters where there are statutory deadlines, such as the annual budget.

As soon as the roll call and the minutes have been read and approved, the presiding officer shall call the business of the meeting in the following order:

1. Communications and Petitions
2. Special Awards/Recognition
3. Discussion of City Manager’s Recommendations
4. Discussion of City Commission Recommendations
5. Citizens Comments on City Manager’s Recommendations
6. Approval of Legislation
7. Public Hearing
8. Citizen Comments/Public Hearing
9. Approval of Public Hearing Legislation
10. Citizens Comments
11. Comments by City Manager
12. Comments by Clerk of Commission
13. Comments by City Commission
14. Miscellaneous

Members must abstain from voting on issues that involve organizations in which they have proprietary interest or from which they receive personal income. This is not intended to apply to holding shares in a corporation, etc. totaling less than five percent of such shares outstanding, as provided in the ORC.

The Commission will permit citizen comment on items before them for action and will permit oral or written presentations to be made on topics of public concern at the appointed time during legislative meetings. This rule may be set aside at the presiding officer’s discretion to accommodate special situations, including but not limited to persons invited by a member to bring comments to the body. Should a member desire to invite a member to provide a presentation to the body, the Presiding Officer and Director/Clerk should be so advised in advance.

The Commission directs that every reasonable effort be made to provide for first reading only of an ordinance or resolution at the time of introduction, even when for purpose of immediate effectiveness. In cases where two readings at one meeting is necessary, a memo should accompany the weekly packet explaining why this is required. If any member objects to holding two readings at one meeting, they should alert the Director or Clerk as soon as possible.
CONDUCT OF PERSONS AT COMMISSION MEETINGS

The Commission values citizen engagement at the regular meetings and expects conduct of everyone in attendance that allows others, including the Commission, to hear their comments. Citizens attending the Commission meeting must be seated and remain in the audience during the meeting, except when recognized by the Presiding Officer and may stand at the podium only during the time he or she is allowed to speak. Only one speaker is allowed at the podium at a time, unless: (1) the Presiding Officer has invited two or more persons to the podium for informational or ceremonial purposes; or (2) the speaker has a disability and requires the assistance of one additional individual to approach the podium and/or communicate with the Commission.

The Commission values accessibility for the regular meeting. If a citizen requires interpretive services to communicate with the Commission, they may bring their own interpreter or may request one in advance by calling the City Commission office.

The “Citizen Comments” portions of the agenda are dedicated to allowing the public at large to speak on issues at each regular Commission meeting. Citizens desiring to speak during Citizen Comments shall sign up with the Clerk of Council by completing the Citizen Comments Form and submitting it before the start of the meeting. The individual shall print his/her name, home address and specific subject matter on which he or she intends to speak. If not completed as required, the speaker will not be recognized. Speakers are permitted to address the Commission only once during general comments, but may also speak on calendar items or a public hearing, if relevant. The only exceptions are a pre-approved presentation to the Commission, or upon request of the majority of the Commission. Speakers are limited to three (3) minutes.

No person in attendance at a Commission meeting shall do the following:

- Address the Commission without first being recognized by, and granted permission so to do, by the presiding officer, or by a majority of the Commission;
- Continue to address the Commission after being ruled out of order by the presiding officer, unless permission to continue is granted by a majority of the Commission; or
- Become boisterous or perform any act, either individually or in concert with another person or persons, which interfere with the good order and decorum of the Commission.

Any Person convicted of violating any of the provisions of division (A) shall be guilty of a misdemeanor of the fourth degree. (Ord. 23408, passed 6-25-59)

Disturbing a Lawful Meeting: Has the meaning ascribed to Ohio Revised Code Section 2917.12 as follows: (A) No person, with purpose to prevent or disrupt a lawful meeting, procession, or gathering, shall do either the following:

(1). Do any act which obstructs or interferes with the due conduct of such meeting, procession, or gathering;
(2). Make any utterance, gesture, or display which outrages the sensibilities of the group.
Prohibited conduct includes, but is not limited to the following:

- Shouting in the Commission Chambers;
- Remaining out of your seat after being requested by the Clerk of the Commission or the Presiding Officer to return to your seat;
- Clapping or making other loud noises;
- Approaching the podium or the dais during the Commission Meeting without permission of the Presiding Officer;
- Using obscene or profane language, personal attacks, slander, physical violence or the threat thereof, which the Presiding Officer determines is intended as a disruption of the meeting; and
- Speaking beyond the allotted three (3) minutes.

In addition to potential criminal prosecution, the Presiding Officer may order the removal of any person Disturbing a Lawful Meeting and/or violating the Commission Rules. In cases where the Presiding Officer believes that an individual Disturbed a Lawful Meeting, the Presiding Officer may ban the individual from attending the Commission Meeting for six months. The Presiding Officer will trespass an individual who has disrupted a lawful meeting from City Hall for a period of up to six (6) months pursuant to Section 2911.21 of the Ohio Revised Code. The Dayton Police Department shall issue a notice of criminal trespass and shall be responsible for notifying the individual of the duration of the suspension in writing.

CONDUCT OF MEMBERS AT COMMISSION MEETINGS

The City Commission shall give citizens a courteous and respectful hearing of their views. The Commission recognizes that citizens make significant personal sacrifices to attend Commission meetings and public hearings. The Commission shall be respectful of the time being given, even when the speaker is critical of the members. Decorum and civility shall be observed at all times by Commissioners. This includes prompt and regular attendance at all City Commission meetings, including the times dedicated to public comment.

The presiding officer may respond to a citizen during the public comment period after they have concluded speaking. However, most follow up to issues raised by citizens will occur after the meeting has concluded so as to allow for the efficient running of the meeting, and for all citizens to be heard in a timely manner and for adequate time for staff to review and provide necessary support.

Commissioners, with the recognition of the Presiding Officer, may ask questions of the City Manager pertaining to calendar items or other relevant city business. The Presiding Officer may also request that the City Manager call administration leadership to the dais to respond to questions as well.
EXECUTIVE SESSIONS

The convening, notice, content, conduct, and record of all Executive Sessions must comply with Ohio’s Sunshine Law. Special executive meetings may be called in the manner and by the person described in Section 39 of the City Charter.

Retiring to Executive Session during or following the regular order of business will reflect the same provisions as for a special meeting except notice is by announcement.

It will be usual practice that, except for members, any request for an Executive Session should come from the City Manager or the Director of the Office of the City Commission to the Mayor with prior knowledge or legal opinion that the subject matter falls in the permitted categories.

The topic for Executive Session should be made known to members of the Commission when the request or notice for such meeting is made. Details of subjects to be discussed will be considered confidential by Commission and staff prior to the meeting.

A brief written record of the conduct of an Executive Session is required to be kept as are records of all Commission meetings. It is a public record. Anything beyond the general written record that is to be revealed publicly shall be agreed during the meeting and observed by all in attendance. If a member intends to comment beyond the points agreed to, such member should advise the body of that intent.

Confidentiality of printed material distributed in Executive Session will be assumed unless otherwise indicated by the presenter. Members shall not record, through video or audio, executive session proceedings.

When a document or verbal information is presented to all members with a classification such as confidential, all members agree to honor the designation completely, or personally advise all other members of an intent to do otherwise.

WORK SESSION

Work Sessions are held at the convenience of the City Commission to provide a setting for extended presentations and discussion of a specific topic. It is used for information exchange and discussion; no vote or formal action may occur at a Work Session. A Work Session is typically held in conjunction with an announced public meeting of the City Commission. Typically, Work Sessions are held following a morning City Commission meeting or preceding an evening City Commission meeting. The starting time of a Work Session shall be announced prior to the meeting.

The Mayor, or any two Members of the City Commission, may request a Work Session, which is to be scheduled at the convenience of the majority of the City Commission. It will be usual practice that, except for Members, any request for a Work Session should come from the City Manager or the Director of the Office of the City Commission to the Mayor for consideration.
Representatives of an outside organization or a City agency may be invited to share information on a topic of the City Commission’s choosing. The City Commission may provide direction as to the topic, range of information, or method of presentation of information.

A written record of the conduct of a Work Session is required to be kept as are records of all Commission meetings. It is a public record. As a public meeting, the public or media may be in attendance and may share information which is discussed during the meeting.

PROCEDURES REGARDING CONFIDENTIALITY

In an effort to assist the City Commission in identifying those issues and reports forwarded to them by the City Manager which should be considered as confidential, the following procedures and guidelines should be used.

The City Manager, or his or her designee, shall assume responsibility for identifying and marking information and reports that are submitted to the City Commission which should be considered confidential. Such documentation shall be labeled Confidential. These matters may include, but are not limited to, security documents, attorney-client privileged communications, attorney work product, negotiations, mediation communications, and matters required to be kept confidential by federal or state law.

It is recognized that department or agency heads may submit reports for City Commission consideration on items not covered in the above mentioned subject whereby the premature disclosure of information related to them would be adverse to timely public discussion. In this instance, the department or agency head shall be responsible for identifying such reports and receive concurrence from the City Manager or their designee, prior to submission to the City Commission.

In the event a representative of the news media has advance knowledge of a confidential report or discussion item submitted for City Commission review, the City Manager’s staff shall not discuss the issue until the City Commission has been informed.

When a document or verbal information is presented to the members of the Commission with a classification such as confidential, all members agree to honor the designation completely or personally advise all other members of an intent to do otherwise.

For attorney-client privileged information, the City Commission may, at times, determine that it is necessary to waive privilege and release information to the public. This can only be done with support from a majority of the Commission and in consultation with the Director of Law.
MEMBER INTERACTIONS

Members shall treat one another with decorum and respect. Members will not attack the character or integrity of one another in a public forum. Members will also act respectfully to one another in private.

The mayor serves as the head of the Commission and seniority of tenure shall be followed among commissioners with regards to matters where an order of preference is required.

If the majority of the Commission determines that a member has violated the terms of these rules, the Commission may censure the member during a regular City Commission meeting. A motion to censure the member must be brought forward and seconded, then brought to a roll call vote of the Commission.

ACCESSIBILITY

Every effort will be made to ensure that recordings or livestreams of City Commission proceedings, including press conferences, are accessible to the public, including either live interpretation of American Sign Language or closed captioning services.
CITY COMMISSION OFFICE STAFF

The City Commission appoints the Executive Assistant to the Commission, who shall be known as the Director of the City Commission Office, and a Clerk of Commission.

Other staff in the City Commission Office are hired by and report to the Director. This includes Legislative and Commission Aides, which may be assigned to the mayor or a commissioner to manage scheduling, correspondence, or citizen complaints. Commissioners may require staff support on research or other projects, which will be assigned to aides by the Director or Clerk. Other work by the aides will benefit the entire Commission, as determined by the Director in consultation with the members.

In hiring staff, Commissioners are encouraged to assist in finding candidates to apply. The Director and Clerk will do initial screenings of candidates that meet qualifications, present suitable candidates to the Commission, and solicit their input on staff selection. Staff evaluations are conducted by the Director or designee, and disciplinary action—including potential termination—is at the discretion of the Director.

As with interactions between members, City Commission Office staff should also be treated with respect.

Per Section 43 of the City of Dayton Charter, the Clerk shall be responsible for maintaining records. With support of the Commission, the Clerk has authority to set policies related to the access, handling, and disposition of these records for Commissioners, staff, and the public.

CITY ADMINISTRATION REQUESTS

Commission member requests of administrative staff, including for information, should be directed to the City Manager’s office. Outside of routine matters, members will engage the City Manager’s office instead of department heads. Members should not engage with staff below the department director or deputy director level without prior agreement of the City Manager.

Members of the Commission may request legal opinions and legal work from the Department of Law. Members are asked to keep staff capacity in mind when requesting legal work, recognizing that staff will not be able to complete significant analysis with short notice. Any legal opinions produced by the Department of Law will be shared with the entire City Commission unless it pertains to a member’s unique personal or professional ethics.

As with interactions between members, City Commission Office staff, administrative staff should also be treated with respect.
PROCLAMATIONS, RESOLUTIONS IN MEMORIAM, AND GREETINGS

On occasion, the Commission may wish to respond to events that do not rise to the level of legislation.

- Proclamations are used to declare a period of time, typically a day, in honor of a person or event, which is described in the Proclamation.
- Resolutions in Memoriam are issued to acknowledge the passing of a person who has contributed significant good works to the community.
- Greetings are issued to acknowledge an event related to a person or organization in the community.

PROCLAMATIONS

Proclamations are issued by the Mayor, or infrequently, by the entire Commission. With approximately 150 Proclamations issued in any year; requiring only the signature of the Mayor is necessary for an efficient process. In rare occasions, a member may request for the entire City Commission to sign a proclamation of significant importance. However, issuing a Proclamation from part, but not all, of the Commission gives the impression that Members not signing are opposed to the Proclamation’s content. It is therefore not appropriate to issue a Proclamation containing the names of only part of the Commission.

The typical format of a Proclamation is five to seven data points about the individual, organization, or event being recognized, culminating in a day being honorarily declared for the person, organization, or event, and signed by the Mayor. If the event is over a weekend, a week, or month, the period of time designated may match the event’s period. Rarely, and to convey the extraordinary nature of a person, organization, or event, will an honorary designation extend past a month. If being signed by the entire Commission, the content of the Proclamation must be shortened in order to allow room for all signatures. Because the Mayor is the ceremonial head of government and typically issues Proclamation, the Mayor’s Office may have specific requirements, forms, or procedures related to issuing Proclamations.

RESOLUTIONS IN MEMORIAM

A Resolution In Memoriam is presented to the family of a person who has recently passed and who made significant positive contributions to the community. These are typically prepared immediately following a death, so that the family may receive it at or before any funeral or memorial service. Some groups publicly read the Obituary, Resolution In Memoriam, and other tributes during the funeral or memorial service. Information beyond what is in the public obituary should be included in the Resolution In Memoriam whenever possible, including details about the individual’s life, connections and contributions to the community, or other personalized information.

The typical format for a Resolution In Memoriam is a series of data points highlighting the individual, the family, and the significant contributions made to the city, culminating in an
expression of sympathy made by the entire City Commission, and signed by the entire City Commission. Because there are fewer than a dozen Resolutions In Memoriam issued in any given year and the person memorialized has typically made significant contributions over a long period of time, extra efforts are made by the Commission to have all Members personally sign these documents.

GREETINGS

A Greeting is a formal acknowledgment of a person or organization on the occasion of some event or milestone. It contains no personalization other than the name and the occasion. They may recognize a retirement, milestone of service to a company, milestone birthday, receipt of an award, family reunion, or other occasion. It is signed by the Mayor. Typically 300 or more Greetings are issued in any year; the difficulty in getting multiple signatures on a Greeting in a timely manner is a further reason that the Mayor signs on behalf of the entire City Commission in most cases.

The format of a Greeting is a fill in the blank certificate with space for a name, an occasion and a date. Because the Mayor is the ceremonial head of government and because of the quantity of Greetings typically requested, the Mayor’s Office may have specific requirements, forms or procedures related to issuing Greetings.

CORRESPONDENCE

Letters of support for specific projects or grants should be discussed and agreed upon by a majority of the Commission. Individual members may support projects, but should only use City Commission letterhead if there is majority support.

Members of Commission may send individual correspondence on City Commission letterhead for an event or occasion related to their services as a Commissioner. Members may send letters of recommendation for individuals on City Commission letterhead.