



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

APRIL 8, 2020

8:30 A.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.
(Sign-up sheets at entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearings: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

AVIATION

A1. M & R Electric Motor Service (electrical motor repair, parts, supplies and related items as needed through 09-30-20) **\$10,000.00**

1. (Cont'd):

FINANCE

- B1. Beau Townsend Ford, Inc.** (one four-wheel drive pickup truck with air compressor) **\$48,225.00**
- B2. Sherry Chrysler Dodge Jeep, Inc.** (two two-wheel drive regular cab pickup trucks) **51,852.00**

FIRE

- C1. CHWR, Inc. dba CHW Mechanical Services** (one five ton HVAC unit through 04-30-20) **15,000.00**
- C2. Cellco Prtnshp dba Verizon Wireless** (cellular and broadband card services as needed through 12-31-20) **18,000.00**
- C3. Dayton Parts Company** (automotive repair parts and related item as needed through 12-31-23) **20,000.00**
- C4. Fire Service, Inc.** (one custom chassis rear mount 100' aerial ladder) **1,076,299.00**
- C5. Galls LLC** (body armor through 08-31-22) **13,040.47**
- C6. Horton Emergency Vehicles Company** (medic repair services) – P0200809 **50,000.00**
- C7. Horton Emergency Vehicles Company** (one previously owned medic vehicle) – P0200821 **52,000.00**
- C8. Roby Services Ltd.** (janitorial supplies as needed through 01-31-21) **10,000.00**
- C9. Truck Country of Indiana, Inc. dba Stoops Freightliner** (automotive repair parts and related items as needed through 07-01-20) **15,000.00**
- C10. Weiffenbach Marble & Tile Company** (carpet and LVT flooring including removal and installation services through 07-31-22) **16,535.00**

INFORMATION & TECHNOLOGY

- D1. Vertical Communications, Inc.** (on-site technician and annual maintenance services for VoIP network and IVR systems as needed through 12-31-20) **20,153.28**

LAW

- E1. Thompson Hine** (professional legal services as needed through 12-31-20) **60,000.00**

PROCUREMENT, MANAGEMENT & BUDGET

- F1. American Minority Business Forms Inc., dba American Diversity Business Solutions** (Personal Protective Equipment to include surgical masks, kn95 masks and safety goggles) **168,460.00**

1. (Cont'd):

F2. Julian & Grube, Inc. (professional financial analysis, auditing, and consulting services as needed through 12-31-20) **\$40,000.00**

PUBLIC WORKS

G1. Boone's Power Equipment, Inc. (mower parts, supplies, related items as needed through 12-31-21) **20,000.00**

G2. Carl's Body Shop, Inc. (automobile shop repair services as needed through 12-31-21) **80,000.00**

G3. Thoma-Kraft Body Shop, Inc. dba Thoma-Kraft Automotive Repair, Inc. (automotive shop repair services as needed through 12-31-21) **80,000.00**

G4. McNeilus Truck and Manufacturing Company (two side loader bodies and two rear loader bodies) **555,862.00**

G5. Truck Country of Indiana, Inc. dba Stoops Freightliner (four chassis with cabs) **677,812.00**

G6. M & R Electric Motor Service (electrical motor repair, parts, supplies and related items as needed through 09-30-20) **4,000.00**

RECREATION & YOUTH SERVICES

H1. Green Velvet Sod Farms Ltd (herbicides, fertilizers, and insecticides including application services through 12-31-20) **45,080.80**

H2. MT Orab CDJR (one extended cab pickup truck through 04-30-20) **28,415.00**

WATER

I1. Pace Analytical Services, Inc. (laboratory testing services as needed through 12-31-23) **60,000.00**

I2. Flottweg Separation Technology, Inc. (one rotating assembly) **246,500.00**

I3. Rumpke of Ohio, Inc. (garbage, trash removal, and disposal services as needed through 06-30-20) **45,000.00**

I4. The Tarp Depot, Inc. (custom detritus bin liners through 01-31-23) **81,200.00**

I5. Xylem Water Solutions USA, Inc. (two Flygt submersible pumps and accessories) **151,415.22**

I6. Process Pump & Seal, Inc. (mechanical seals and repair parts as needed through 12-31-20) **26,000.00**

1. (Cont'd):

- 17. Sullivan Environmental Technologies** (replacement parts and pumps as needed through 12-31-20) **\$275,000.00**
- 18. FCX Performance, Inc.** (16 Limitorque actuators) **110,880.00**
-Depts. of Aviation, Finance, Fire, Information & Technology, Law, Procurement, Management & Budget, Public Works, Recreation & Youth Services, and Water. **Total: \$4,171,729.77**
2. **Alcohol Monitoring Systems – Service Agreement** – second renewal to provide Secure Continuous Remote Alcohol Monitoring to indigent defendants – The Municipal Court/Court Administrator. **\$30,000.00**
(Thru 12/31/20)
3. **ARCADIS U.S., Inc. – Contract Modification** – third amendment for the Water Reclamation Facility Master Plan – Dept. of Water/Water Reclamation. **\$749,640.00**
(Thru 12/31/22)
4. **Harrison Township – Service Agreement** – for the technical and economic development services in association with the Multi-Jurisdictional Source Water Protection Program – Dept. of Water/Environmental Protection. **\$162,277.00**
(Thru 12/31/21)
5. **Jessica Best – Service Agreement** – to provide professional support services for the Dayton Mediation Center – Dept. of Planning & Community Development/Mediation Center. **\$52,000.00**
(Thru 03/31/22)
6. **Fritz-Rumer Cooke, Inc. – Contract Modification** – fourth amendment for the Northwest Lead Track – Annual Inspection and Maintenance – Dept. of Economic Development. **\$70,000.00**
(Thru 12/31/20)
7. **Dr. Stephen McConnell – Service Agreement** – to provide psychological services to offenders on Probation – The Municipal Court/Court Administrator. **\$15,000.00**
(Thru 12/31/20)
8. **Think Patented – Contract Modification** – first amendment and renewal for Source Water Protection Marketing Materials – Dept. of Water/Environmental Protection. **\$40,000.00**
(Thru 03/31/21)

E. Other – Contributions, Etc.:

- 9. **HistoryWorks, LLC – Other** – for CDBG Agreement – National Register Historic District Nominations Services - Dept.– of Planning & Community Development/Land Use Admin. **\$41,452.00**
(Thru 12/31/22)
- 10. **Sinclair Community College – Other** – to amend agreement related to the removal of traffic signals and the installation of signage identifying locations for pedestrian crossings for its project to rebuild Fourth Street and Fifth Street – Dept. of Public Works/Civil Engineering. **N/A**

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

- 11. **No. 31801-20** Authorizing the Sale of Real Estate Located at 101 Bainbridge Street to Oregon Innovation District II, LLC, an Entity of Weyland Ventures, for a Public Purpose, and Declaring an Emergency.
- 12. **No. 31802-20** Amending Revised Code of General Ordinances Section 72.03 to Prohibit Parking Over Curbs, in Tree Lawns, and Other Locations, and Declaring an Emergency.

Emergency Resolutions – First and Second Reading:

- 13. **No. 6480-20** Authorizing the Execution of All Documents and in All Ways to Act as the Authorized Agent Relative to the Federal Emergency Management Agency (“FEMA”) Public Assistance Grants and Other State and Federal Disaster Aid, and Declaring an Emergency.
- 14. **No. 6481-20** Authorizing the Participation of the City of Dayton in the Ohio Department of Transportation Cooperative Purchasing Program, and Declaring an Emergency.

15. **No. 6482-20** Authorizing the City Manager to Accept a Grant from the United States Department of Transportation, Department of Homeland Security TSA National Explosives Detection Canine Team Program on Behalf of the City of Dayton in an Amount Not to Exceed Seven Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents (\$757,500.00), and Declaring an Emergency.
16. **No. 6483-20** Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Health in an Amount Not to Exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.
17. **No. 6484-20** Declaring the Intention to Appropriate Real Property Interests in Parcels 13T, 16T, 28T, 36T, 37T, 41WD, and 41T in Connection with the Salem Avenue Reconstruction Phase I Project, and Declaring an Emergency.
18. **No. 6485-20** Authorizing the City Manager to Accept Three (3) Grant Awards from the U.S. Department of Housing and Urban Development (“HUD”) for a Total Amount of Two Million Seven Hundred Ninety-Five Thousand Seven Hundred Nine Dollars and Zero Cents (\$2,795,709.00) on Behalf of the City of Dayton, and Declaring an Emergency.
19. **No. 6486-20** Authorizing the City Manager to Sign a Petition on Behalf of the City of Dayton as a Member of the Downtown Dayton Special Improvement District, and Declaring an Emergency.

Ordinance – First Reading:

20. **No. 31803-20** Authorizing the City Manager to Accept a Grant Award From the Ohio Department of Transportation For An Amount of Two Hundred Ninety-Nine Thousand Five Hundred Dollars and Zero Cents (\$299,500.00) in Federal Safety Funds and State Safety Funds.

Resolutions – First Reading:

21. **No. 6487-20** Approving the Submission of an Application for a Water Pollution Control Loan Fund Loan Supplement on Behalf of the City of Dayton, Ohio for the Design and Construction Administration of the Total Phosphorus Treatment Facilities; Authorizing the Acceptance of Said Loan Supplement; Designating a Dedicated Repayment Source for the Loan, and Authorizing the City Manager to Execute All Necessary Documents.
22. **No. 6488-20** Honorarily Naming Midway Avenue Between Malden and Whitmore Avenues as Lucinda Williams Adams Way.
23. **No. 6489-20** To Vacate Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986.

VI. MISCELLANEOUS:

ORDINANCE NO. 31804-20

RESOLUTION NO. 6490-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 978-20



City Manager's Report

From 2730 – PMB/Procurement

Date April 8, 2020

Expense Type Purchase Order

Total Amount \$4,171,729.77

Supplier, Vendor, Company, Individual

Name See Below

Address See Below

2020 Purchase Orders

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

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

Description

AVIATION

(A1) P0200560 – M & R ELECTRIC MOTOR SERVICE, DAYTON, OH

- Electrical motor repair, parts, supplies and related items as needed through 9/30/2020.
- These goods and services are required to repair motors that are a critical part of the treatment process.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 15065N with pricing extended through 9/30/2020.
- M & R Electric Motor Service qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$10,000.00 by \$10,000.00 for a total not to exceed \$20,000.00 and therefore requires City Commission approval.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Maintenance of Facilities	51000-3220-1172-43	\$10,000.00

Signatures/Approval

Melisa A. Wilson, CPPB

Division

Diane Z. Phareson 4.1.2020

Department

Jon P. ...

City Manager

Approved by City Commission

Clerk

Date

FINANCE – REVENUE ADMINISTRATION(B1) P0200797 – BEAU TOWNSEND FORD, INC., VANDALIA, OH

- One (1) four-wheel drive pickup truck with air compressor.
- This vehicle and equipment are required for the daily operations of the Division and will replace Units #2890 and #2891 (vehicle and compressor) which will be disposed of in the best interest of the City.
- Twenty-one (21) possible vendors were solicited and two (2) bids were received.
- The Department of Finance recommends acceptance of low bid meeting specifications.

Fiscal			
Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	53000-5350-1412-64	\$48,225.00

(B2) P0200796 – SHERRY CHRYSLER DODGE JEEP, INC., PIQUA, OH

- Two (2) two-wheel drive regular cab pickup trucks.
- These vehicles are required for the daily operations of the Division and will replace Units #2990 and #2994 which will be disposed of in the best interest of the City.
- Thirteen (13) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB 20012D with pricing through 06/30/2020.
- The Department of Finance recommends acceptance of low bid.

Fiscal			
Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	53000-5350-1412-64	\$51,852.00

FIRE(C1) P0200789 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH

- One (1) five ton HVAC unit.
- These goods and services are required for replacement located at the Community Paramedicine building.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 17021D with firm pricing through 4/30/2020.
- The Department of Fire recommends approval of this order.

Fiscal			
Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Building Improvements	41629-6330-1425-71	\$15,000.00

FIRE (CONTINUED)(C2) P0200331 – CELLCO PRTNSHP dba VERIZON WIRELESS, CINCINNATI, OH

- Cellular and broadband card services as needed through 12/31/2020.
- These services are required to maintain data communications for emergency and first responders.
- Rates are in accordance with the State of Ohio Verizon Wireless Master Service Agreement MSA0033.
- This amendment increases the previously authorized amount of \$40,000.00 by \$18,000.00 for a total not to exceed \$58,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Professional Services	10000-6340-1159-72	\$18,000.00

(C3) P0200721 – DAYTON PARTS COMPANY, DAYTON, OH

- Automotive repair parts and related items as needed through 12/31/2020.
- These goods are required to maintain and repair City-owned vehicles.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20005D with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of \$10,000.00 by \$20,000.00 for a total not to exceed \$30,000.00 and therefore requires City Commission approval.
- Dayton Parts Company qualifies as a Dayton local entity.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	67000-6330-1301-71	\$20,000.00

(C4) P0200820 – FIRE SERVICE, INC., ST JOHN, IN

- One (1) 2020 custom chassis rear mount 100' aerial ladder.
- This equipment is required to replace existing ladder 113 CV#761, which will be disposed of in the best interest of the City.
- Rates are in accordance with the public, cooperative bid established by the Houston-Galveston Area Council Buy (HGACBUY) Interlocal Contract # 18-6537 and Bid # FS12-17 HA06.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Motorized Equipment	49062-6330-1412-71	\$1,076,299.00

FIRE (CONTINUED)(C5) P0200805 – GALLS LLC, CHICAGO, IL

- Body armor.
- These goods are required to outfit our medic units, District Chiefs and Incident Support Units to provide an extra measure of safety.
- Rates are in accordance with the City of Dayton's existing price agreement IFB S18032 with pricing through 8/31/2022.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	10000-6340-1301-71	\$13,040.47

(C6) P0200809 – HORTON EMERGENCY VEHICLES COMPANY, GROVE CITY, OH

- Medic repair services.
- These services are required to repair Medic #2 to maintain operations at the Department of Fire.
- Horton Emergency Vehicles Co. is recommended as the original equipment manufacturer of the Medic body; therefore, this purchase was negotiated.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Equipment Maintenance	67000-6330-1167-71	\$50,000.00

(C7) P0200821 – HORTON EMERGENCY VEHICLES COMPANY, GROVE CITY, OH

- One (1) previously owned medic vehicle.
- This medic vehicle is required to assist with the current COVID-19 pandemic.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Horton Emergency Vehicles Company is recommended as the original equipment manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Motorized Equipment	10000-6330-1412-71	\$52,000.00

FIRE (CONTINUED)(C8) P0200388 – ROBY SERVICES LTD, DAYTON, OH

- Janitorial supplies as needed through 12/31/2020.
- These goods are required to replenish inventories used in daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18003D with pricing through 1/31/2021.
- This amendment increases the previously authorized amount of \$8,000.00 by \$10,000.00 for a total not to exceed \$18,000.00 and therefore requires City Commission approval.
- Roby Services Ltd. qualifies as a Dayton local and PEP certified entity.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	10000-6330-1301-71	\$10,000.00

(C9) P0200722 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- Automotive repair parts and related items as needed through 7/1/2020.
- These goods are required to maintain and repair City-owned vehicles.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20005D with pricing through 7/1/2020.
- 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 Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	67000-6330-1301-71	\$15,000.00

(C10) P0200823 – WEIFFENBACH MARBLE & TILE COMPANY, CLAYTON, OH

- Carpet and LVT flooring including removal and installation services.
- These goods and services are required to replace flooring that is worn beyond economical maintenance and repair at the Community Paramedicine building.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19019N with pricing through 7/31/2022.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Maintenance of Facilities	41629-6330-1425-71	\$16,535.00

INFORMATION TECHNOLOGY(D1) P0200816 – VERTICAL COMMUNICATIONS, INC., DALLAS, TX

- On-site technician and annual maintenance services for Voip network and IVR systems as needed through 12/31/2020.
- These goods and services are required to maintain the City's existing telephone and IVR systems.
- Vertical Communications, Inc. is recommended as the original software developer and sole source of this proprietary software service agreement; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Telephone	10000-5570-1131-65	\$15,114.96
2020	Telephone	53000-3421-1301-54	\$5,038.32

LAW(E1) P0200530 – THOMPSON HINE, DAYTON, OH

- Professional legal services, as needed through 12/31/2020.
- These services are required to provide legal consultation and representation in rezoning matters.
- The law firm of Thompson Hine is recommended based upon proven past performance, the expertise of its staff in related matters; therefore this purchase was negotiated.
- This amendment increases the previously authorized amount of \$10,000.00 by \$60,000.00 for a total not to exceed \$70,000.00 and therefore requires City Commission approval.
- The Department of Law recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Legal Services	10000-5200-1152-63	\$60,000.00

PROCUREMENT, MANAGEMENT AND BUDGET – MANAGEMENT AND BUDGET(F1) P0200817 – AMERICAN MINORITY BUSINESS FORMS INC dba AMERICAN DIVERSITY BUSINESS SOLUTIONS, WEST CHESTER, OH

- Personal Protective Equipment to include surgical masks, kn95 masks and safety goggles.
- This equipment is required for City of Dayton first responders to minimize their exposure to Covid-19 infection while on duty.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- American Diversity Business Solutions is recommended based upon product availability and price.
- The Department of Procurement, Management & Budget recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	10000-9980-1301-99	\$168,460.00

(F2) P0200051 – JULIAN & GRUBE, INC., WESTERVILLE, OH

- Professional financial analysis, auditing, and consulting services as needed through 12/31/2020.
- These services are required to provide financial analysis, auditing, and consulting services.
- Julian & Grube, Inc. is recommended based upon proven past performance and to ensure continuity and quality of service; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of \$64,300.00 by \$40,000.00 for a total not to exceed \$104,300.00 and therefore requires City Commission approval.
- The Department of Procurement, Management and Budget recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	10000-2720-1159-51	\$40,000.00

PUBLIC WORKS – FLEET MANAGEMENT**(G1) P0200067 – BOONE'S POWER EQUIPMENT, INC., BROOKVILLE, OH**

- Mower parts, supplies, related items as needed through 12/31/2020.
- These goods are required to replenish inventory used to maintain City streets, parks and vacant lots.
- Rates are in accordance with the City of Dayton's existing price agreement IFB JL18009 with pricing through 12/31/2021.
- This amendment increases the previously authorized amount of \$20,000.00 by \$20,000.00 for a total not to exceed \$40,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	61000-6470-1350-99	\$20,000.00

(G2) P0200781 – CARL'S BODY SHOP, INC., DAYTON, OH

- Automobile shop repair services as needed through 12/31/2020.
- These services are required to maintain the City's fleet.
- Fourteen (14) possible vendors were solicited and two (2) bids were received. This order establishes a price agreement per IFB 20023D with pricing through 12/31/2021.
- The Department of Public Works requests additional authority of \$40,000.00 through 12/31/2021.
- Carl's Body Shop, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends acceptance of the low bid(s). Multiple suppliers are recommended to ensure the best value and availability of services for the City.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	61000-6470-1167-99	\$40,000.00
2021	Other Equipment Maintenance	61000-6470-1167-99	\$40,000.00

PUBLIC WORKS – FLEET MANAGEMENT (CONTINUED)(G3) P0200780 – THOMA-KRAFT BODY SHOP, INC. dba THOMA-KRAFT AUTOMOTIVE REPAIR, INC., DAYTON, OH

- Automobile shop repair services as needed through 12/31/2020.
- These services are required to maintain the City's fleet.
- Fourteen (14) possible vendors were solicited and two (2) bids were received. This order establishes a price agreement per IFB 20023D with pricing through 12/31/2021.
- The Department of Public Works requests additional authority of \$40,000.00 through 12/31/2021.
- Thoma-Kraft Body Shop, Inc. dba Thoma-Kraft Automotive Repair, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends acceptance of the low bid(s). Multiple suppliers are recommended to ensure the best value and availability of services for the City.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	61000-6470-1167-99	\$40,000.00
2021	Other Equipment Maintenance	61000-6470-1167-99	\$40,000.00

PUBLIC WORKS – WASTE COLLECTION(G4) P0200749 – MCNEILUS TRUCK AND MANUFACTURING COMPANY, MORGANTOWN, PA

- Two (2) side loader bodies and two (2) rear loader bodies.
- These goods are required to upfit chassis of waste collection trucks which will support the daily operations of the Division.
- Rates are in accordance with the Sourcewell (formerly NJPA) Contract #091219-MCN.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	49070-6440-1412-32	\$298,062.00
2020	Motorized Equipment	49071-6440-1412-32	\$257,800.00

(G5) P0200750 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER HUBER HEIGHTS, OH

- Four (4) chassis with cabs.
- These goods are required for waste collection trucks which will support the daily operations of the Division and will replace Units #1925, #1926, #1944 and #1945 which will be disposed of in the best interest of the City.
- Rates are in accordance with the Sourcewell (formerly NJPA) Contract #081716-ATC.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	49070-6440-1412-32	\$362,974.00
2020	Motorized Equipment	49071-6440-1412-32	\$314,838.00

PUBLIC WORKS – PROPERTY MANAGEMENT(G6) P0200457 – M & R ELECTRIC MOTOR SERVICE, DAYTON, OH

- Electrical motor repair, parts, supplies and related items as needed through 9/30/2020.
- These goods and services are required to repair motors at various City locations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 15065N with pricing through 9/30/2020.
- M & R Electric Motor Service qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$10,000.00 by \$4,000.00 for a total not to exceed \$14,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	66000-6480-1301-54	\$4,000.00

RECREATION AND YOUTH SERVICES - GOLF(H1) P0200783 – GREEN VELVET SOD FARMS LTD, BELLBROOK, OH

- Herbicides, fertilizers, and insecticides including application services.
- These goods and services are required to maintain City golf courses.
- Nineteen (19) possible bidders were solicited and seven (7) bids were received. This order establishes a price agreement per IFB 20016D with pricing through 12/31/2020.
- The Department of Recreation and Youth Services recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing supply availability.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	59000-6550-1301-56	\$45,080.80

RECREATION AND YOUTH SERVICES - RECREATION(H2) P0200774 – MT ORAB CDJR, MT ORAB, OH

- One (1) 2020 extended cab pickup truck.
- This vehicle is required to support the daily operations of the Division.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19051D with pricing honored through 4/30/2020.
- The Department of Recreation and Youth Services recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Motorized Equipment	49073-6530-1412-56	\$28,415.00

WATER – WATER ENVIRONMENTAL(11) P0200800 – PACE ANALYTICAL SERVICES, INC., ENGLEWOOD, OH

- Laboratory testing services as needed through 12/31/2020.
- These services are required perform laboratory water testing.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20004S with pricing through 12/31/2023.
- The Department of Water requests additional authority of \$45,000.00 through 12/31/2023.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	58000-3470-1159-55	\$5,000.00
2020	Other Professional Services	53997-3470-1159-55	\$10,000.00
2021	Other Professional Services	58000-3470-1159-55	\$5,000.00
2021	Other Professional Services	53997-3470-1159-55	\$10,000.00
2022	Other Professional Services	58000-3470-1159-55	\$5,000.00
2022	Other Professional Services	53997-3470-1159-55	\$10,000.00
2023	Other Professional Services	58000-3470-1159-55	\$5,000.00
2023	Other Professional Services	53997-3470-1159-55	\$10,000.00

WATER – WATER RECLAMATION(12) P0200804 – FLOTTWEG SEPARATION TECHNOLOGY, INC., INDEPENDENCE, KY

- One (1) rotating assembly.
- This good is required to ensure the dewatering process will continue without interruption when a rotating assembly is removed for service and/or rebuild.
- Flottweg Separation Technology, Inc. is recommended as the original equipment manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	55000-3460-1411-54	\$246,500.00

WATER – WATER RECLAMATION (CONTINUED)(I3) P0200255 – RUMPKE OF OHIO, INC., DAYTON, OH

- Garbage, trash removal, and disposal services, as needed through 06/30/2020.
- These services are required for proper removal and disposal of grit, screening, grease and related material from the Division of Water Reclamation Facilities.
- Rates are in accordance with the existing, negotiated price agreement per RFP 15012U with pricing through 6/30/2020.
- This amendment increases the previously authorized amount of \$35,000.00 by \$45,000.00 for a total not to exceed \$80,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Waste Disposal – Tipping Fee	55000-3460-1122-54	\$45,000.00

(I4) P0200808 – THE TARP DEPOT, INC., PASADENA, TX

- Custom detritus bin liners.
- These goods are required to maintain operations at the Division of Water Reclamation.
- Seventeen (17) possible vendors were solicited and one (1) bid was received. This order establishes a price agreement per IFB 20014D with pricing through 01/31/2023.
- The Department of Water recommends acceptance of sole bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	55000-3460-1301-54	\$21,200.00
2021	Supplies and Materials	55000-3460-1301-54	\$30,000.00
2022	Supplies and Materials	55000-3460-1301-54	\$30,000.00

(I5) P0200799 – XYLEM WATER SOLUTIONS USA, INC., MILFORD, OH

- Two (2) Flygt submersible pumps and accessories.
- These goods are required to replace one pump and the other will be a spare due to the length of lead time. The pump being replaced will be disposed of in the best interest of the City
- Xylem Water Solutions USA, Inc. is recommended as the original equipment manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Infrastructure	55003-3460-1424-54-SF1606	\$151,415.22

(16) P0200830 – PROCESS PUMP & SEAL, INC., TRENTON, OH

- Mechanical seals and repair parts as needed through 12/31/2020.
- These goods are required for the repair and maintenance of Water Reclamation pumps.
- Process Pump & Seal, Inc. is recommended as the sole local authorized Chesterton distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Infrastructure	55003-3460-1424-54-SF1606	\$26,000.00

(17) P0200030 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY

- Replacement parts and pumps as needed through 12/31/2020.
- These goods are required to rebuild and/or purchase pumps for the Water Reclamation Division.
- Sullivan Environmental Technologies is recommended as the sole regional municipal distributor for Moyno, Grundfos and other brands of pumps; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of \$178,342,000.00 by \$275,000.00 for a total not to exceed \$453,342.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Infrastructure	55003-3460-1424-54-SF1606	\$275,000.00

WATER – WATER SUPPLY AND TREATMENT(18) P0200798 – FCX PERFORMANCE, INC., VALLEY VIEW, OH

- Sixteen (16) Limitorque actuators.
- These goods are required to electronically monitor valves and transmit information to our Supervisory Control and Data Acquisition (SCADA) system.
- FCX Performance, Inc. is recommended as the sole authorized regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	53000-3430-1411-54	\$110,880.00

The aforementioned departments recommend approval of this order.



City Manager's Report

2

From **2510 - Municipal Court**

Date **April 8, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$30,000.00 (thru 12/31/20)**

Name **Alcohol Monitoring Systems**

Address **1241 W. Mineral Ave. Suite 200
Littleton, CO 80120**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Interlock & Alcohol Monitoring	22115-2510-1159-74	\$30,000.00

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

Description

Second Renewal to the Products and Services Agreement

The Dayton Municipal Court requests permission to enter into a Second Renewal with the Alcohol Monitoring Systems in an amount not to exceed \$30,000.00. This renewal will provide Secure Continuous Remote Alcohol Monitoring (SCRAM) to indigent defendants charged with Driving While Intoxicated, and other alcohol related charges.

The original Agreement was approved by the City Commission on January 3, 2018 and provided an option for a 12-month renewal period. The First Renewal was approved by City Commission on March 6, 2019. The renewal term of this Second Renewal shall terminate on December 31, 2020.

All costs associated with the SCRAM units will be paid from the Indigent Drivers Interlock and Alcohol Monitor Fund with no costs to the City of Dayton.

The renewal has been reviewed by the Department of Law as to form and correctness. A Certificate of Funds with an encumbrance amount of \$25,000.00, and a copy of the original Agreement are attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

[Signature]
City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT20-1580

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract **X** Renewal Contract Change Order:

Contract Start Date	Upon Execution
Expiration Date	12/31/20
Original Commission Approval	\$ 30,000.00
Initial Encumbrance	\$ 25,000.00
Remaining Commission Approval	\$5,000.00
Original CT/CF	CT19-1580
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

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

Amount: <u> \$ 25,000.00 </u> Fund Code <u>22115</u> - <u>2510</u> - <u>1159</u> - <u>74</u> - <u>XXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXX</u> - <u>XX</u> - <u>XXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: ALCOHOL MONITORING SYSTEMS

Vendor Address: P.O. Box #561097 Denver CO 80256-1097
Street City State Zipcode + 4

Federal ID: 30-0137963

Commodity Code: 49071

Purpose: To pay monthly monitoring invoices.

Contact Person: Ann Marie Murray Municipal Court / Administration 3/25/2020
Department/Division Date

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

SECTION II - to be completed by the Finance Department

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

Boris C. M...
 Finance Director Signature

Louisa Williams
 CF Prepared by

03/31/2020
 Date

03/27/2020
 Date

CT20-1580
 CF/CT Number

**SECOND RENEWAL TO THE
PRODUCTS AND SERVICES AGREEMENT**

THIS SECOND RENEWAL, dated this _____ day of _____, 2020, is between the City of Dayton, Ohio (“City”) and Alcohol Monitoring Systems, Inc. (“AMS”), 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120.

WHEREAS, The City entered into a Products and Services Agreement (“Agreement”) for equipment rental from AMS; and,

WHEREAS, the City and AMS desire to renew the Agreement for an additional 12-month period.

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

1. The City and AMS agree to exercise the 12-month renewal period option as provided in the original Agreement. Therefore, this renewal term of the Agreement shall commence upon execution and terminate on December 31, 2020. During the renewal period, AMS shall provide Services listed in the original Agreement.

2. During this second renewal period specified in 1 above, the total remuneration in this Agreement shall not exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) and shall be paid according to the Product and Service Schedule, attached hereto and incorporated herein.

3. Other than the provisions that may be supplemented, amended and/or modified by the terms and conditions contained herein, all other provisions of the Agreement shall remain in full force and effect and shall remain unchanged.

IN WITNESS WHEREOF, the parties have each caused this Second Renewal to be executed by a duly authorized representative on the date set forth above.

CITY OF DAYTON, OHIO

ALCOHOL MONITORING SYSTEMS, INC.

City Manager

By: _____

Its: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

City Attorney

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

_____, 2020

Min./Bk. _____ Pg. _____

Clerk of the Commission



1241 West Mineral Avenue, Suite 200
Littleton, CO 80120

MASTER CITY AGREEMENT

AGENCY: City of Dayton **TELEPHONE:** 937-433-3393
ADDRESS: 301 W. 3rd St., Room 365
Dayton, OH 45402

INITIAL 1/1/18 through
CONTRACT TERM: 12/31/18

This **CITY PRODUCTS AND SERVICES AGREEMENT** (the "**Agreement**"), is entered into as of the Effective Date by and between **ALCOHOL MONITORING SYSTEMS, INC.** ("**AMS**"), a Delaware corporation located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120, and the City listed above. This Agreement incorporates by reference any and all Product and Service Schedules ("**Schedule**") executed by the parties. Capitalized terms not otherwise defined in this Agreement are those as defined in the attached Schedule. Should there be a conflict between the terms in this Agreement and those of any Schedule, the terms in the Schedule will prevail. The effective date of the Agreement is the date last signed by AMS (Effective Date").

1 GENERAL SCOPE OF AGREEMENT. AMS sells and rents Equipment and provides supporting Services specific to monitoring Clients who are required to or opt to wear such Equipment. AMS desires to sell or rent and City desires to order such Equipment and the supporting Services as specified in this Agreement and the attached Schedule in the Territory described on the applicable Schedule.

2 DEFINITIONS

"**Clients**" means individuals who are required or choose to wear the Equipment.

"**Effective Date**" means the date this Agreement is signed by AMS. "**Equipment**" means the hardware identified in the applicable Schedule.

"**Monitoring Services**" means the remote collection, compilation and reporting of data from the Equipment.

"**Monitoring Software**" means AMS' proprietary, web-based software applications, depending on the Equipment or Service contracted for, which track and store Client data and other features as may be added from time to time.

"**Parts**" means peripheral hardware necessary for the support of the Equipment such as, but not limited, to batteries, straps and back-plates.

"**Products**" means collectively the Equipment and the Parts. "**Rental**

"**Equipment**" means Equipment rented by AMS to City. "**RMA**" means a Return Material Authorization issued by AMS.

"**Services**" means collectively the; (i) the Monitoring Services; (ii) provision of training and certification necessary for Partner to use Products; (iii) provision of technical support and telephone assistance; (iv) scheduled Equipment (v) maintenance; (vi) disaster recovery and backup services for Client data stored using the Monitoring Software; and (v) provision of such other Services and support functions as may be agreed to in writing by the parties and made part of this Agreement.

"**Territory**" means the geographic area type as defined on each Schedule in which City may provide the Products and Services to Clients.

"**Third Party Contractor**" means City's third party subcontractors to whom City is subcontracting any of City's work or responsibilities under this Agreement.

3 GENERAL BUSINESS TERMS

3.1 Payment Terms.

3.1.1 Payment. City shall pay AMS an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) for services actually provided in accordance with Schedule which is attached and hereto incorporated by reference.

3.1.2 Purchased Products. Products will be invoiced at the time of shipment. The price of the Products does not include applicable taxes and is due and payable in U.S. dollars within thirty (30) days of date of invoice.

3.1.3 Rental Equipment. Rental Equipment Fees will be invoiced monthly to City by AMS based on the specific pricing option for the Rental Equipment on or before the tenth (10th) day of each month and shall be paid by City to AMS within thirty (30) days from the date of such invoice.

3.1.4 Monitoring Service and Other Fees. Service fees will be invoiced by AMS on a monthly basis as incurred and shall be paid by City within thirty (30) days from the date of such invoice. Other fees include, but are not limited to, fees for the following: Court appearances whereby AMS is requested by City to be a witness in a court case; manual check-in for inactive Equipment; repair or replacement not covered by the Maintenance and Repair Policy under Section 7 and Equipment returned to AMS without an RMA. Unless set forth on an applicable Schedule, fees will be charged at AMS' then prevailing rates.

3.1.5 Currency; Invoiced Taxes. All fees are payable in U.S. Dollars. In addition, City is responsible for the timely payment of all taxes invoiced by AMS related to the purchase price for Products, Rental Equipment Fees, Services and any other fees set forth on the Schedule(s).

3.2. Ordering; Freight Terms; Order Cancellation and Reschedule.

3.2.1 Orders. AMS may provide City with AMS' standard order form to use for when City places orders under this Agreement. City may use its own purchase order form in addition to the AMS order form. All terms on any City purchase order shall not alter or amend the terms of this Agreement and any additional or varying terms contained in such instrument are expressly rejected.

3.2.2 Freight Terms. Products ordered by City shall be shipped to City's designated facility, AMS paying ground freight, and AMS bearing the risk of loss of damage until Products are delivered to City's dock, at which time any visible damage to the outermost packaging must be noted on the Bill of Lading. AMS shall determine the type of packaging, mode of transportation for all shipments including for returns. Any returns must be accompanied by an RMA. Orders expedited at City's request will be shipped FOB Origin, with all freight costs to be paid by the City.

3.2.3 Order Cancellation and Reschedule. Orders for Products, once accepted by AMS, are non-cancelable, and Products are non-returnable, except in accordance with the Maintenance and Repair Policy set forth in this Agreement or the terms, if any, in the applicable Schedule. Upon AMS agreement, City can reschedule orders one time upon thirty (30) days written notice prior to the shipment date. Any such rescheduled delivery date must be within thirty (30) days of the original delivery date.

3.3 Taxes. City shall be solely responsible for all taxes related to Products or Services provided to it by AMS under this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, and gross receipts irrespective of whether the Products are purchased or rented. If City is exempt from taxes of any kind City will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement.

3.4 Failure to Make Payments and Suspension of Services. Late paid invoices will be subject to interest, accruing from the due date at the rate of one-and-one-half percent (1.5%) per month. In addition, if City fails to pay any amount when due under this Agreement, AMS will provide written notice to City of such failure. If City does not pay any outstanding amount due within sixty (60) business days of the date of such notice, AMS may do any of the following; (i) notify any Clients of the payment delinquency; (ii) reject orders from City for additional Products or withhold delivery of Products already ordered but not yet shipped; (iii) suspend access to the Services until City pays all outstanding amounts in full; and (iv) proceed with termination of this Agreement and any applicable Schedules in accordance with the terms in Section 9.3 of this Agreement.

3.5 Title to Equipment; Rental Equipment.

3.5.1 Title to Equipment. Title to purchase Equipment transfers to City upon delivery to the freight carrier. Title to any Rental Equipment shall remain with AMS, unless such Equipment is later purchased by the City.

3.5.2 Rental Equipment. City may rent Equipment from AMS in quantities agreed to by the parties. City will not encumber or dispose of any Rental Equipment. City will inventory Rental Equipment in a location that is used and operated by City authorized personnel only. All Rental Equipment maintained in City's inventory location will be handled in accordance with industry standard practices for prevention of loss or physical damage, including that which may be caused by electronic static discharge and environmental concerns. City will be responsible to and reimburse AMS for all loss to AMS resulting from damage, theft, destruction or any other loss whatsoever of Rental Equipment received by City. In the event of the loss or damage to any of the Rental Equipment, City agrees to pay AMS the Replacement Fee amounts specified on the relevant Schedule. AMS reserves the right, at its sole option, to reduce City's inventory of Rental Equipment, if City does not remit the Replacement Fee within thirty (30) days from the date of receipt of AMS' invoice. City will cooperate with AMS in the preparation and filing of any documents considered necessary by AMS to preserve AMS' title and ownership rights to the Rental Equipment. Upon reasonable notice, AMS reserves the right to audit Rental Equipment inventory on a quarterly basis. At all times throughout the Term, City will procure and maintain risk insurance to specifically cover loss or damage to Rental Equipment while in City's possession up to the equivalent of the Replacement Fee for the Rental Equipment. At the end of the rental period, City must obtain an RMA and ship returned Rental Equipment to AMS with freight to be paid by City and risk of loss or damage to remain with City until delivery to AMS.

4 USE RESTRICTIONS; FIRMWARE LICENSE; OWNERSHIP; LIMITED LICENSE; DISCLAIMER

4.1 Use Restrictions: No Modification. City shall not do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software or Equipment; (ii) access data on the Monitoring Software not intended for City; (iii) log into an unauthorized server or account on the Monitoring Software; (iv) attempt to probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of Monitoring Software unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) modify, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of the Monitoring Software without AMS' or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; or (xii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

4.2 Firmware License. The Products contain firmware developed and owned by AMS or its third party supplier. City is hereby granted a limited, non-exclusive, non-transferable, royalty-free license, for the Term, as defined in Section 9.1 below, to use the firmware in the Products. Use of the Parts may be subject to third party license agreements. AMS and its third party suppliers shall retain all rights to the firmware contained in the Products. Any applicable license shall be deemed to be in effect upon delivery of the Products.

4.3 Ownership: Limited License. City acknowledges that all right, title and interest in any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third party suppliers. This Agreement provides City and its Customers only the rights expressly granted in this Agreement. Further, if City suggests any new features or functionality for the Equipment, Monitoring Software or Parts that AMS its third party suppliers subsequently incorporate into the Products or Monitoring Software, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Section 8 below

4.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, AMS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AMS SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE EQUIPMENT BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE (IF APPLICABLE), OR IF THE EQUIPMENT FAILS TO ESTABLISH A CONNECTION WITH THE MONITORING SOFTWARE OR THE MONITORING SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES. Without limiting the express warranties set forth in this Agreement, AMS does not warrant that the Services will meet City's requirements or that access to and use of the Monitoring Services will be uninterrupted or free of errors. AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its third party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Monitoring Services caused by or resulting from any act, omission or condition beyond AMS' or its third party supplier's reasonable control.

5 SERVICE TERMS

5.1 Service Scope. AMS will provide City with the Services and support functions per the terms in this Agreement. Unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not obtained directly from AMS.

5.2 Monitoring Service Availability. AMS shall use commercially reasonable efforts to make the Monitoring Services available for twenty-four (24) hours a day, seven (7) days a week. City agrees that from time to time the Monitoring Services may be inaccessible or inoperable for reasons beyond the reasonable control of AMS, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AMS may undertake; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures. City will not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Monitoring Services unless expressly provided in this Agreement.

5.3 Monitoring Software Security. AMS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS reserves the right to deactivate or suspend access to the Monitoring Software by a user if such user is found or reasonably suspected to be using his/her access to facilitate illegal, abusive or unethical activities. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. City agrees to hold AMS harmless from any claims resulting from such use.

5.4 Access to Monitoring Software. City agrees to limit requests for access to the Monitoring Software to City personnel who are authorized to enroll Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide to City user names, passwords and other information necessary to access the Monitoring Software. City is responsible for keeping its user names and passwords protected as Confidential Information as defined in and per the terms of Section 8 of this Agreement and for any communications or transactions made using its user names and passwords. City personnel are responsible for changing their respective user names and passwords if they believe that either have been stolen or might otherwise be misused. City shall provide written notice to AMS within ten (10) days if any previously authorized personnel status changes such that access should no longer be allowed, including but not limited to termination or resignation of any City personnel who had access to the Monitoring Software. These requirements are subject to change based on periodic review by AMS of its information security needs.

5.5 Equipment and Utilities. City is responsible and shall bear the costs associated with providing and maintaining internet access and all necessary telecommunications equipment, software and other materials necessary for accessing the Monitoring Software. City agrees to notify AMS of any changes in the foregoing, including any system configuration changes or any hardware or software upgrades, which may affect City's ability to access the Monitoring Software.

5.6 Equipment Maintenance. AMS and City shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with AMS' then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, City shall be responsible for collecting any Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a RMA number from AMS. Such maintenance program shall not cover Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in the Agreement. City shall not, without prior approval from AMS, send to AMS for maintenance any Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.

5.7 Training and Certification. AMS will provide City personnel with on-line, training and certification in the use of the Products at AMS' current training rates as quoted by AMS to City.

5.8 Additional or Changes to Services. This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and AMS and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

6. CITY RESPONSIBILITIES.

6.1 Equipment. City shall be solely responsible for the management and supervision of the Equipment and any personnel or Clients using the Equipment and the Monitoring Software, as well as the selection and implementation of the Client enrollment, monitoring and notification options provided for the Monitoring Software. For avoidance of doubt, City is solely responsible for the management of the Clients, including the response to any Client violations reported by AMS or its third party providers. AMS is not responsible or liable for City's failure to properly fulfill its foregoing responsibilities.

6.2 Agreements with Clients. City shall obtain the necessary written consent from any Client authorizing the tracking and/or monitoring of the Equipment by AMS or its subcontractors. City is solely responsible for notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS. These mandatory restrictions and prohibitions to be communicated to Clients are available on the Monitoring Software platform in the form of a "Participant Agreement". This Participant Agreement is not intended to cover all possible requirements of the relationship between City and its Clients and should be reviewed by City's legal advisors prior to use.

6.3 Third Party Call Center Support. If City determines that it will establish and use a third party call center to monitor and receive alerts from the Monitoring Software, then City will notify AMS and shall ensure that personnel certified by AMS will operate the call center. City shall be responsible for all acts and omissions of the third party call center personnel granted access to Monitoring Software as if they were employees of City.

7 MAINTENANCE AND REPAIR

7.1 Maintenance and Repair Policy. Provided City; (i) pays to AMS the Service fee(s) for Equipment; and (ii) installs the Equipment in accordance with AMS' instructions, for all Equipment manufactured by and ordered directly from AMS, AMS will provide the necessary maintenance and repair for such Equipment at AMS' expense to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the documentation for the specific Equipment. For any Parts manufactured by third parties and sold by AMS, any service or repair commitment for that Part shall be solely as described in the relevant Schedule for that Part. Products returned to AMS under warranty must be returned within thirty (30) days of issuance of the RMA. City must returned damaged or defective Products to AMS, freight prepaid, and City is responsible for the risk of loss or damage during shipment for both shipment of damaged Product units back to AMS and the cost of return shipment of replaced or repaired Products back to City.

7.2 Maintenance and Repair Policy Exclusions. The above policy does not cover Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the documentation for the specific Equipment; (iii) servicing of the Equipment by anyone

not authorized by AMS; (iv) failure of City to obtain reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; (v) use of Parts in the repair of the Equipment that have not been approved in writing by AMS for use in the Equipment; or (vi) use in connection with a third party product other than that as approved in writing by AMS.

7.3 Sole Remedy. In the event of a breach of the above Maintenance and Repair policy, City's sole remedy shall be, at AMS' option, the repair or replacement of the defective Equipment or Part by AMS.

7.4 Product Changes: Retrofit Activities. AMS shall have the right at any time (i) to change the design or specifications of any Equipment without notice and without obligation to make the same or any similar change on any Equipment previously purchased by City; and (ii) to retrofit or replace (during routine maintenance or otherwise) any Equipment to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide City with all new models of Equipment at no additional cost, and AMS may charge a fee for Equipment model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing Equipment model. Regarding the foregoing, in any case where AMS charges a fee for an Equipment model upgrade, it will provide no less than six (6) months' notice to City prior to discontinuing the sale or rental of the discontinued Equipment model. In addition, AMS will continue to offer repair and/or replacement services for the discontinued Equipment models under the Maintenance and Repair Policy referenced in this Section 7 for no less than three (3) years after the date of notice of Equipment discontinuation as provided by AMS to City.

8 CONFIDENTIAL INFORMATION

8.1 Confidential Information. In connection with this Agreement a party ("Discloser") may furnish to the other party ("Recipient") software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) legends or other markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("Confidential Information"). Confidential Information specifically includes all information accessed by City via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so. The parties each agree to treat this Agreement, including all exhibits hereto, as Confidential Information of each party.

8.2 Nondisclosure. It is agreed that, after receipt of Confidential Information of the other party, Recipient shall: (i) restrict the dissemination of such Confidential Information to those employees who need to use the Confidential Information in the performance of this Agreement, and (ii) to use no less than a reasonable standard of care in safeguarding against unauthorized disclosure of such Confidential Information. Recipient agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents and contractors who may be exposed to Discloser's Confidential Information.

8.3 Exceptions from Confidential Information. Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient.

8.4 Required Disclosures. If Recipient is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose legally required; and (ii) prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9 TERM AND TERMINATION

9.1 Term. This Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term expires, this Agreement may renew for one additional one (1) year term (a "Renewal Term") only if it is reduced to writing, executed by a duly authorized representative for each party, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio. The Initial Term, together with any Renewal Term, is referred to as the "Term".

9.2 Termination for Convenience. This Agreement may be terminated for convenience at any time upon thirty (30) days prior written notice by one party to the other.

9.3 Termination for Breach. Either party may terminate this Agreement; (i) if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within sixty (60) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any nonpayment of money owed to the other party under this Agreement within thirty (30) days of such notice; (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in clause (ii) above) within sixty (60) days of such notice (it is understood; however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); or (iv) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under clause (iii) above.

9.4 Termination for Non-Appropriation of Funds. In the event that City is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with City's financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the City, City may terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to City or performed for City.

9.5 Survival. This Section, any indemnity obligations of either party, and Sections 4.3, 4.4, 6, 8, 11, 12.1 and 12.2 shall survive termination of this Agreement.

10 EFFECT OF TERMINATION

10.1 Payments; Return of Equipment. Upon any termination of this Agreement or any Schedule incorporated by reference herein, City shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return to AMS all Equipment not owned by City or, if so directed by AMS, to AMS' third party supplier. Upon termination of this Agreement, each party shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for backup and archived Client data.

11 ALLOCATION OF LIABILITY

Each party agrees, to the extent allowed by law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the "Indemnified Parties") harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Indemnified Parties arising out of or related to the negligence or willful misconduct of the other party's employees or agents. An indemnifying party shall have the foregoing obligation only if the other party provides: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

UNDER NO CIRCUMSTANCES SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF ANY ACTS OR FAILURES TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN STRICT LIABILITY, TORT, CONTRACT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AMS HAS NO RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY INDIVIDUALS WHILE THEY ARE CLIENTS. UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF AMS FOR ALL CLAIMS OF ANY KIND WHATSOEVER, AND UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CITY TO AMS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE CLAIM.

The limitations set forth in this Section 11 shall apply even if any exclusive remedy in this Agreement fails of its essential purpose. The allocation of liability in this Section 11 represents the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations.

12 MISCELLANEOUS PROVISIONS

12.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio without regard to its conflicts of laws provisions. AMS and City hereby irrevocably consent to jurisdiction, service of process and venue in Montgomery County, Ohio.

12.2 Arbitration. Disputes arising under this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be resolved by arbitration before a sole arbitrator appointed and operating pursuant to the Federal Arbitration

Act and Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the City and County of Dayton, Ohio. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the American Arbitration Association.

12.3 Injunctive Relief. Notwithstanding anything above to the contrary, either party at any time may apply to a court having jurisdiction thereof for a temporary restraining order, preliminary injunction or other appropriate order where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Sections 4 and/or 8), without any showing or proving of any actual damages and without posting a bond or other security.

12.4 Non-Discrimination and Business Code of Conduct

12.4.1 Non-discrimination.

AMS shall not discriminate against any City employee 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, Ohio, constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure of AMS to comply therewith shall constitute a breach of this Agreement entitling City, to terminate this Agreement at its option.

12.5 Records Retention and Audit Rights. City will retain all records relating to the Agreement or any Schedule for a period as required under Ohio records law after termination of the Agreement or applicable Schedule. During the Term, upon ten (10) days prior written notice, and not more than once per year (unless circumstances warrant additional audits as described below), AMS may audit City's procedures and records that relate to the obligations under this Agreement. Notwithstanding the foregoing, the parties agree that AMS may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities or (ii) investigations of a breach of this Agreement.

12.6 Assignment. AMS may not assign any rights or duties under this Agreement without the prior written consent of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Paragraph shall prevent AMS from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

12.7 No City Independent Contractor. By executing this Agreement for services, the by AMS acknowledges and agrees that it is providing services to City as an Independent Contractor and neither AMS nor any of its employees shall be considered to be an employee of the City. All employees of AMS shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Agreement. Further, AMS shall have no authority to assume or create any obligation on behalf of or in the name of the City.

AMS, its employees and any persons retained or hired by AMS to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. AMS further understands and agrees that its employees, agents or subcontractors are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System ("OPERS"). AMS will be solely responsible to withhold and pay all applicable local, state and federal taxes for its employees.

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

12.9 Notices. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail, facsimile or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail, facsimile or overnight delivery service.

12.10 Waiver: Severability. Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.

12.11 Publicity. AMS shall have the right to issue news releases, press releases or other communications regarding this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the Client and City.

12.12 **Headings.** Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

12.13 **Execution.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement must be original signatures and agree to be bound by this provision.

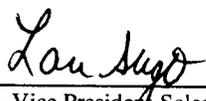
12.14 **Political Contributions.** Tri-State affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

12.15 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties, and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed by their dully authorized representatives as of the date last signed by AMS.

ALCOHOL MONITORING SYSTEMS, INC .

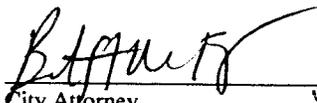
CITY OF DAYTON

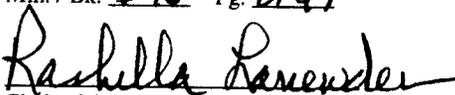
By: 
Lou Sugo, Vice President-Sales and Marketing

By: 
City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

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


City Attorney ^{wp3}

January 3, 2017
Min. / Bk. I-15 Pg. 1161

Clerk of the Commission

**PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT**

AGENCY: DAYTON MUNICIPAL COURT

This **PRODUCT AND SERVICES SCHEDULE** ("**Schedule**") to the **MASTER AGENCY AGREEMENT** (the "**Agreement**") is entered into on the date last signed by AMS by and between Alcohol Monitoring Systems, Inc. ("**AMS**") and the Agency identified above. This Schedule is incorporated by reference into the Agreement effective 7/11/18 executed by the parties. Should there be a conflict between the terms in this Schedule and those in the Agreement, the terms in the Agreement will prevail. Unless otherwise defined herein, capitalized terms in this Schedule are those as defined in the Agreement. This Schedule is effective on the date signed by AMS.

AMS hereby desires to provide Agency with the Equipment and sell the Agency supporting Services and Agency desires to order such Equipment and purchase such Services as defined in this Schedule during the Term.

1. DEFINITIONS:

- a. "**Active Equipment**" means any Equipment unit actively using the Monitoring Software.
- b. "**Additional Monitoring Services**" means, if Partner is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule A
- c. "**CAM Equipment**" means, if applicable per the pricing table below, an ankle bracelet device that continuously monitors alcohol levels and is configured as a kit, the base station.
- d. "**Daily Service Fee**" as used on the Schedule(s), means for Rental Equipment the combined sum of the daily Equipment fee and Monitoring Service fee charged by AMS to Partner or provision of the Monitoring Services, per day, per Equipment unit. AMS reserves the right to invoice these charges separately.
- e. "**Equipment**" means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.
- f. "**High Priority Alerts**" are Equipment generated alerts that signal; (i) the Client violated the exclusion/inclusion zone(s), or failed to return to or leaves without proper authorization an assigned location; (ii) device and/or strap tampering; (iii) evidence of communication and/or location failure; or (iv) any other alert types required by Agency.
- g. "**GPS Equipment**" means, if applicable per the pricing table below, a device that monitors Client's geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.
- h. "**House Arrest Equipment**" means, if applicable per the pricing table below, an electronic ankle device that monitors Client's adherence to a home arrest curfew schedule and includes the base station if configured as a kit.
- i. "**Remote Breath Equipment**" means, if applicable per the pricing table below, a device that measures alcohol levels in the breath and may have facial recognition capabilities.
- j. "**Service Fee**" means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.
- k. "**Shelf Allowance**" means the quantity of Rental Equipment that Partner may hold at no charge in its inventory as spare Equipment units. The Shelf Allowance is a percentage of the of Active Equipment units.
- l. "**Shelf Fee**" means an amount calculated, on a daily basis, as the number of Rental Equipment units in Partner's inventory in excess of the Shelf Allowance multiplied by the Shelf Fee per Rental Equipment unit, per day.
- m. "**SLA**" means Service Level Agreement, if applicable, which is attached to this Schedule as Attachment 1.
- n. "**Wireless Base Station**" means, if applicable per the pricing table below, an AMS device that uses cellular transmission

to connect with another device, such as a GPS or CAM bracelet.

- o. "Wireless Multi-connect Device" means, if applicable per the pricing table below, a third-party wireless device that connects multiple electronic hardware devices, such a CAM bracelet to a base station.

2. TERRITORY: Dayton Municipal Court

3. EQUIPMENT AND SERVICE LIMITATIONS AND SPECIAL REQUIREMENTS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1.1 Alcohol Detection. The CAM Equipment is not designed to give immediate notification of alcohol detection.

3.1.2 Tamper Efforts. AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

3.2 REMOTE BREATH EQUIPMENT LIMITATIONS

3.2.1 Set Up. Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Further, Agency is responsible for establishing a program providing the necessary criteria to interpret all testing results provided by AMS. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine Agency-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

3.2.2 Breath Test Results. AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.2.3 Other Limitations. The SCRAM Remote Breath Equipment is not waterproof and cannot be immersed in or exposed to water. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to a lost damage Equipment unit replacement fee.

3.3 WIRELESS EQUIPMENT AND NETWORK LIMITATIONS. AMS provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.

4 EQUIPMENT AND SERVICE PRICING

4.1 Purchased Equipment.

Equipment Type	Quantity	Price per Unit	Service Fee per Unit, per Day
CAM Kit Landline Base Station	1+	\$1,500	\$5.30
CAM Kit Wireless Base Station	1+	\$1735	\$5.30
CAM Wireless Base Station Standalone	1+	\$650	1.00
Wireless Multiconnect Device	1+	\$450	\$1.00

4.2 Rental Equipment Price

Equipment Type	Quantity	Equipment Rental Fee per Unit, per Month w/90 Day Minimum Unless Otherwise Indicated	Service Fee per Unit, per Day
CAM Kit Landline Base Station	1+	\$90	\$5.30
Wireless Multi-connect Device	1+	\$18 with 6 month minimum rental	\$1.00

5 ADDITIONAL SERVICES

Training: AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

Ethernet Communication: \$0.50 per Equipment unit, per day

6 LOSS AND DAMAGE FEE: The replacement fee for Rental Equipment lost or damaged beyond repair will be the purchase price, per unit, listed above. For Parts it will be the current replacement cost from the manufacturer.

7 SPECIAL TERMS: NA

**ATTACHMENT 1 – SERVICE LEVEL AGREEMENT
TO
PRODUCT AND SERVICES SCHEDULE
TO
MASTER AGENCY AGREEMENT**

INTENTIONALLY OMITTED



City Manager's Report

2.

From 2510 - Municipal Court

Date January 3, 2018

Expense Type Service Agreement

Total Amount \$15,000.00(thru 12/31/18)

Supplier, Vendor, Company, Individual

Name Alcohol Monitoring Systems

Address 1241 W. Mineral Ave. Suite 200
Littleton, CO 80120

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Interlock & Alcohol Monitoring	22115-2510-1159-74	\$15,000.00

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

Description

Agency Products and Services Agreement

Authorization is requested to enter into a Service Agreement with the Alcohol Monitoring Systems to provide Secure Continuous Remote Alcohol Monitoring (SCRAM).

Since April 2013, the Dayton Municipal Court Probation Department has supervised indigent defendants charged with Driving While Intoxicated and other alcohol related charges.

Term of this Agreement is one year from January 1, 2018 through December 31, 2018.

All costs associated with the SCRAM units will be paid from the Indigent Drivers Interlock and Alcohol Monitor Fund with no costs to the City of Dayton.

This agreement has been reviewed by the Department of Law as to form and correctness.

A Certificate of Funds for \$15,000.00 is attached.

Signatures/Approval

Division _____
Janice Murray
 Department _____
J. Paul
 City Manager

Approved by City Commission

Rashella Lavender
 Clerk
 Date January 3, 2018

CERTIFICATE OF FUNDS

CT18-1580

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract X Renewal Contract Change Order

Contract Start Date	01/01/18
Expiration Date	12/31/18
Original Commission Approval	\$ 15,000.00
Initial Encumbrance	\$ 15,000.00
Remaining Commission Approval	
Original CT/CF	CT17-1580
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

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

Amount: <u>\$ 15,000.00</u> Fund Code <u>22115 - 2510 - 1159 - 74 - XXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>
Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALs

Vendor Name: ALCOHOL MONITORING SYSTEMS

Vendor Address: P.O. Box #561097 Denver CO 80256-1097

Street City State Zipcode + 4

Federal ID: 30-0137963

Commodity Code: 49071

Purpose: To pay monitoring invoices for January through December 2018.

Contact Person: Ann Marie Murray Municipal Court / Administration 18-Dec-17

Department/Division Date

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

SECTION II - to be completed by the Finance Department

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

	<u>12-21-17</u> Date	
CF/Prepared by <u><i>Melissa Repath</i></u>	<u>12/21/17</u> Date	<u>CT18-1580</u> CF/CT Number

CR
12/21/17

LI 12/21/17
ml

**FIRST RENEWAL TO THE
PRODUCTS AND SERVICES AGREEMENT**

THIS FIRST RENEWAL, dated this 26th day of April, 2019, is between the City of Dayton, Ohio ("City") and Alcohol Monitoring Systems, Inc. ("AMS"), 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120.

WHEREAS, The City entered into a Products and Services Agreement ("Agreement") for equipment rental from AMS; and,

WHEREAS, the City and AMS desire to renew the Agreement for an additional 12-month period.

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

1. The City and AMS agree to exercise the 12-month renewal period option as provided in the original Agreement. Therefore, this renewal term of the Agreement shall commence on January 1, 2019, and terminate on December 31, 2019. During the renewal period, AMS shall provide Services listed in the original Agreement.

2. During this first renewal period specified in 1 above, the total remuneration in this Agreement shall not exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) and shall be paid according to the Product and Service Schedule, attached hereto and incorporated herein.

3. Other than the provisions that may be supplemented, amended and/or modified by the terms and conditions contained herein, all other provisions of the Agreement shall remain in full force and effect and shall remain unchanged.

IN WITNESS WHEREOF, the parties have each caused this First Renewal to be executed by a duly authorized representative on the date set forth above.

CITY OF DAYTON, OHIO

Shelley Dickstein
City Manager

ALCOHOL MONITORING SYSTEMS, INC.

By: Lon Sugo
Its: Lon Sugo - VP

**APPROVED AS TO FORM
AND CORRECTNESS:**

Andrew D. Seyler
City Attorney

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

March 6, 2019

Min./Bk. I-15 Pg. 0520

Rashella Lavender
Clerk of the Commission



City Manager's Report

2.

From **2510 - Municipal Court**

Date **March 6, 2019**

Expense Type **Service Agreement**

Total Amount **\$30,000.00 (thru 12/31/19)**

Supplier, Vendor, Company, Individual

Name **Alcohol Monitoring Systems**

Address **1241 W. Mineral Ave. Suite 200
Littleton, CO 80120**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Interlock & Alcohol Monitoring	22115-2510-1159-74	\$30,000.00

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

Description

First Renewal to the Products and Services Agreement

The Dayton Municipal Court requests permission to enter into a First Renewal with the Alcohol Monitoring Systems in an amount not to exceed \$30,000.00. This renewal will provide Secure Continuous Remote Alcohol Monitoring (SCRAM) to indigent defendants charged with Driving While Intoxicated, and other alcohol related charges.

The original Agreement was approved by the City Commission on January 3, 2018 and provided an option for a 12-month renewal period. The renewal term of this Agreement shall terminate on December 31, 2019.

All costs associated with the SCRAM units will be paid from the Indigent Drivers Interlock and Alcohol Monitor Fund with no costs to the City of Dayton.

The renewal has been reviewed by the Department of Law as to form and correctness. A Certificate of Funds with an encumbrance amount of \$25,000.00, and a copy of the original Agreement are attached.

Signatures/Approval

Approved by City Commission

Division _____

Marie Murray

Department

Rachelle Lawrence

Clerk

Samuel Clewett

City Manager

March 6, 2019

Date

CERTIFICATE OF FUNDS CT19-1580

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract **Renewal Contract** Change Order:

Contract Start Date	Upon Execution
Expiration Date	12/31/19
Original Commission Approval	\$ 30,000.00
Initial Encumbrance	\$ 25,000.00
Remaining Commission Approval	\$5,000.00
Original CT/CF	CT18-1580
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation	
<input checked="" type="checkbox"/>	Initial City Manager's Report
<input checked="" type="checkbox"/>	Initial Certificate of Funds
<input checked="" type="checkbox"/>	Initial Agreement/Contract
<input checked="" type="checkbox"/>	Copy of City Manager's Report
<input checked="" type="checkbox"/>	Copy of Original Certificate of Funds

Amount: <u> \$ 25,000.00 </u> Fund Code <u>22115 - 2510 - 1159 - 74 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: ALCOHOL MONITORING SYSTEMS

Vendor Address: P.O. Box #561097 Denver CO 80256-1097
Street City State Zipcode + 4

Federal ID: 30-0137963

Commodity Code: 49071

Purpose: To pay monthly monitoring invoices.

Contact Person: Ann Marie Murray Municipal Court / Administration Feb. 19, 2019
Department/Division Date

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

SECTION II - to be completed by the Finance Department

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

<u><i>Boj C. Murray</i></u> Finance Director Signature	<u>2/26/19</u> Date	
<u><i>Linda Williams</i></u> CF Prepared by	<u>2/25/19</u> Date	<u>CT19-1580</u> CF/CT Number

WJW
2-25-19



City Manager's Report

3.

From **3460 - Water/Water Reclamation**

Date **April 8, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$749,640.00 thru 12/31/2022**

Name **ARCADIS U.S., Inc.**

Address **100 E. Campus View Blvd., Suite 200
Columbus, Ohio 43235**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Sanitary Capital Funds	55003-3460-1159-54-SF1405	\$749,640.00

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

Description

WATER RECLAMATION FACILITY MASTER PLAN THIRD AMENDMENT

The Department of Water requests permission to enter into a Third Amendment with ARCADIS U.S., Inc. in the amount of \$749,640.00 for the design of the Total Phosphorus Treatment Improvements (TPTI) and design of a Biogas Chiller. The design services to be provided consists of, but not limited to, the design of feed and storage equipment for chemical precipitation of phosphorus and solids thickening facilities.

On February 10, 2020, the Department of Water declared an emergency to initiate and complete the design of the TPTI as a requirement of the Ohio EPA to meet a Seasonal Phosphorus Loading Limit.

This Third Amendment is being funded using 2020 Sanitary Capital Funds. The TPTI services are being funded by a Water Pollution Control Loan Fund (WPCLF) from the Ohio Environmental Protection Agency (OEPA) and will be reimbursed. The WPCLF Design Loan Application is currently being reviewed by the Law Department.

The original Agreement was approved on November 9, 2016 in the amount of \$1,600,000.00. The First Amendment was approved on November 26, 2018, which extended the term of the Agreement to December 31, 2019. The Second Amendment was approved on December 11, 2019 and increased the contract amount to \$1,660,000.00 and extended the term to December 31, 2021. This Third Amendment will increase the contract amount to \$2,409,640.00 and extend the term to December 31, 2022.

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

A Certificate of Funds and a copy of the Third Amendment are attached.

Signatures/Approval

Division _____

Department _____

City Manager _____

Approved by City Commission

Clerk _____

Date _____

MEMORANDUM



February 10, 2020

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

FROM: Michael Powell, Director 
Department of Water

SUBJECT: Declaration of Emergency – Total Phosphorus Treatment Design

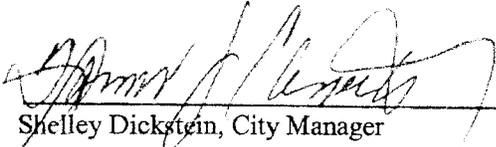
The Department of Water is declaring an emergency to initiate and complete the design of the Total Phosphorus Treatment Project at the Water Reclamation Facility.

In 2018, the City successfully negotiated with the Ohio EPA on the Compliance Schedule for the design and construction of the Total Phosphorus Treatment with the 1st milestone date of April 10, 2020 for the submittal of design plans and Permit to Install to the Ohio EPA. Further, the City's NPDES Permit requires us to be operationally compliant to meet a seasonal phosphorus loading limit equivalent to 1.0 mg/l beginning June 1, 2022. Therefore, design for construction must be completed by April 10, 2020.

At this time, the original consultant that was selected is not able to fulfill the terms to the contract and meet the April 10, 2020 milestone. The Department of Water must engage another consultant with the capability and resources to complete the design and meet the Ohio EPA Compliance Schedule dates. In 2018, Arcadis Consulting completed the Water Reclamation Facility's Master Plan and developed the planning document for the Total Phosphorus Treatment. It is our intent to amend the existing Professional Service Agreement with Arcadis. We have received a verbal estimate from Arcadis Consulting in the amount of \$675,000 to complete the design and construction service phases of this project.

As a reminder, this project is being funded by an Ohio EPA Division of Environmental and Financial Assistance design loan. We are currently working with Ohio EPA DEFA to amend the current design loan agreement to account for the switching of design engineers.

APPROVED:


Shelley Dickstein, City Manager

Copy: Ms. Clements; Mr. Parlette; Ms. Shannon; Ms. Wilson, Mr. Clark

**THIRD AMENDMENT TO THE
AGREEMENT FOR PROFESSIONAL SERVICES**

This Third Amendment is dated this _____ day of _____, 2020, between the City of Dayton, Ohio (“City”) and Arcadis U.S., Inc., 100 East Campus View Boulevard, Suite 200, Columbus, OH 43235 (hereinafter referred to as the “Consultant”).

WHEREAS, On November 17, 2016 the Commission of the City of Dayton, Ohio, approved an Agreement for Professional Services, CT16-1559, (“Agreement”) between the City and Consultant; and

WHEREAS, On November 26, 2018, the Commission of the City of Dayton, Ohio, approved the First Amendment to the Agreement CT16-1559, between the City and Consultant; and,

WHEREAS, On December 26, 2019, the Commission of the City of Dayton, Ohio, approved the Second Amendment to the Agreement CT16-1559, between the City and Consultant; and,

WHEREAS, The City desires additional design service for the Total Phosphorus Treatment in accordance with the City’s Ohio EPA issued NPDES Permit and Consultant is willing to perform such services for additional compensation.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article 1, Term is deleted in its entirety and replaced with the following:

ARTICLE 1 - TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2022 whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

2. Article 2, Services To Be Performed By Consultant is deleted in its entirety and replaced with the following:

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services described in Attachments A (REVISED 02/14/2020), which is attached hereto and incorporated herein.

3. Article 3, Compensation is deleted in its entirety and replaced with the following:

ARTICLE 3 - COMPENSATION

City shall pay Consultant an additional SEVEN HUNDRED FORTY-NINE THOUSAND SIX HUNDRED FORTY DOLLARS (\$749,640.00), as set forth in Attachments B (REVISED 02/14/2020), which is attached hereto and incorporated herein, for a total amount not to exceed TWO MILLION FOUR-HUNDRED NINE THOUSAND SIX HUNDRED FORTY DOLLARS (\$2,409,640.00). The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

4. The City and Consultant hereby agree that Attachment A (REVISED 02/14/2020), and Attachment B (REVISED 02/14/2020), which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

5. Except as amended by this Third Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Engineer have caused this Third Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

WITNESSED BY:

Peter C. Krabe

ARCADIS US, Inc.

By: *Joson M. Quinn*

Its: *Associate Vice President*

WITNESSED BY:

CITY OF DAYTON, OHIO

_____ City Manager

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

John M. ...
City Attorney *AB*

APPROVED:

_____ Director, Department of Water

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

_____, 2020

Min./Bk.: _____ Page: _____

_____ Clerk of the Commission

ATTACHMENT A (REVISED 02/14/2020)
SCOPE OF SERVICES

City: City of Dayton, Ohio
Project: Water Reclamation Facility Master Plan
Consultant: ARCADIS US, Inc.

This project consists of providing professional engineering services to prepare a Facility Master Plan for the Water Reclamation Facility (WRF). Dayton Water sits poised at the nexus of several major decisions that will impact the WRF for years to come. The decisions include flow, loadings, treatment processes for the liquid and solids streams, technology investments, asset management, knowledge management, operational efficiency and regulatory compliance. Major goals of this project include:

- Meeting impending nutrient National Pollution Discharge Elimination System (NPDES) limits
- What level of investment is needed to maintain or improve infrastructure, based on asset condition, capacity and criticality utilizing Dayton's existing Asset Management Approach
- Options for operating the WRF more efficiently
- Identifying technologies/innovations that Dayton could benefit
- Impact of additional flows from other municipalities

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

TASK 1.1 – KICKOFF MEETING

The Consultant shall conduct a Kickoff Meeting that includes the Consultant's key project personnel and Dayton Water staff to define lines of communication, protocol, and discuss goals and objectives of the project, provide expectations for Dayton Water staff, and review the scope and schedule for the project. The Consultant shall prepare and supply the meeting agenda and meeting notes.

The Kickoff Meeting shall present the vision of the entire master plan and process to all participating employees and engage their interaction with the vision and process. The objective is to introduce all employees to "WHAT" is being conducted and "HOW" their participation is critical for the success of the project. The most important message that shall be conveyed is "WHY" this Master Plan is being conducted and generating employee support and enthusiastic participation.

TASK 1.2 - INITIAL MEETINGS

The Consultant shall conduct interviews, as necessary, with the Facility Master Plan (FMP) team. The FMP team will be a mixture of Department of Water and Division of Water Reclamation staffs. The goals of the interview are to gain an understanding of Dayton Water's processes, procedures, and available data. The Consultant shall prepare and supply the agendas and meeting notes for the meetings. To gain an understanding on Dayton Water asset management requirements, the Consultant shall interview the Asset Management Leadership Team (AMLT).

TASK 1.3 - DATA REVIEW

The Consultant shall review relevant information, existing reports, model data, work order data and other related documents supplied by Dayton Water, including flow, operating data, operations and maintenance logs, GIS data, and Computerized Maintenance Management System (CMMS) data, relevant sections of existing reports and other related documents supplied by Dayton Water, including water quality, geotechnical soil borings and other relevant site information.

Specific information the Consultant shall review and evaluate includes: flow, process data and load trends, laboratory analysis from LIMS system, an existing Emergency Action Plan, WRF web based O&M Manual, Infor data tables (Dayton's CMMS), and existing GIS. The Consultant shall prepare a Data Review Report summarizing the existing data, any significant findings, and recommendations regarding additional data collection needs. The memorandum shall summarize flow and load trends.

TASK 1.4 - SET TARGET LEVELS OF SERVICE

The Consultant shall lead the development of a Level of Service (LOS) Statement to ensure proper performance of the WRF is identified, discussed, and agreed upon. The Level of Service Statement defines the way in which Dayton Water staff, managers, and operators desire the system to perform over the long term. The LOS statement draft document will be presented and molded at each of the kick-off and initial meetings. Levels of service will be established in every performance area of the plant including: Pumping, Preliminary Treatment, Liquid Stream, Solid Stream, Electrical, I&C, Odor Control, and support systems.

The Consultant shall conduct a workshop with AMLT and WRF staff to finalize the draft Level of Service Statement for review and comment by Dayton Water. In addition, the Consultant shall conduct a management workshop to discuss the draft Level of Service Statement and Dayton Water comments.

TASK 1.5 - FACILITY SITE VISIT

As part of this task, the Consultant shall arrange and attend a site visit to an advanced wastewater treatment facility jointly selected by Dayton Water staff and the Consultant for the FMP team. Three facilities shall be reviewed and one will be selected. The facilities shall be among the best-in-class for biological nutrient removal and asset management; in addition, provide a good model for Dayton Water to work towards as a result of the FMP.

TASK 1.6 - FACILITY MASTER PLAN GOALS AND OBJECTIVES

The Consultant shall develop functional requirements and planning criteria for the FMP against which the alternatives and scenarios will be measured. References to specific criteria should be annotated as well as assumptions used for anticipated future regulations. The Consultant shall prepare a technical memorandum summarizing the functional requirements developed and the anticipated future regulations and present the technical memorandum to Dayton Water's management and technical staff for review and comment. This document is expected to include:

- Project background and introduction
- Facility function description
- Flow and load projections
- Project scope, objectives, and operational philosophy
- Technical criteria (with justifications)
- Human factors criteria (work spaces/working conditions)
- Special criteria (if any)
- Regulatory requirements
- Financial constraints

The Consultant shall revise and resubmit the final technical memorandum after the resolution of all Dayton Water comments. The Consultant shall prepare and supply the meeting agenda and meeting notes.

TASK 2 - DEVELOP SITE AS-BUILT

TASK 2.1 - UPDATE SITE AS-BUILT

The Consultant shall update the baseline survey to which future projects and all geometrics will be referenced for development of the Plant GIS in Task 2.2. This includes:

- Reviewing existing construction as-built and record drawings for site utilities and buildings,
- Assimilating overall facility site as-built in AUTOCAD format, coordinating with FMP team the number of printed and electronic copies that need to be made available,
- Locating and verify critical elevations and establish a reference benchmark circuit for future construction,
- Locating and verify existing utilities, yard piping, surface improvements, structure corners and pertinent property corners,
- Field locating and identifying topographic details within an agreed upon boundary for the project site

The following steps shall be conducted to determine the most cost effective approach to accomplishing Task 2.1.

- Pilot Test 1: Consultant will schedule and work with Dayton staff to test Dayton's utility locating technologies. An 8 hour day of the Consultant's Project Engineer time shall be used to test the capabilities and effectiveness of Dayton's underground utility locating technology at the WRF site. Ground Penetrating Radar (GPR) and an additional locating technology of Dayton Waters will be used to attempt to trace a line selected at the plant to determine effectiveness of the technology.
- Pilot Test 2: Two 8 hour days of the Consultant's Project Engineer time shall use a buried utility locating subcontractor's GPR and/or electromagnetic or other non-invasive locating technologies to demonstrate their effectiveness at locating buried utilities.
- The AUTOCAD "Utilities Mapping Project" from 2009 described in the bullets above will be considered the current and best knowledge of the plant. Utility location confirmations will edit/adjust that AUTOCAD file.
- Upon completion of Pilot Tests 1 and 2. Consultant shall conduct a conference call with Dayton to suggest a "Utility Locating Plan" (to be agreed upon by Dayton) to locate buried utilities based on non-invasive technologies. The plan is anticipated to be a map marked with sequence of utilities to locate.
- Areas of question after execution of the Utility Locating Plan shall be presented to Water Reclamation staff and use of Dayton's in house hydro-excavation shall be considered for location confirmation.
- Located utilities will be surveyed and used to adjust the AUTOCAD "Utilities Mapping Project" from 2009
- It is anticipated to proceed with utility locating until the respective fee for these services is exhausted. Consultant will provide quotations for all subcontractors utilized in this task.

TASK 2.2 - PLANT GIS

Provide a complete Facility GIS System utilizing the site data, including building and structure footprints, connectivity and site piping information collected during the Site As-Built work. Plant GIS work will be coordinated with Water Department GIS coordinator and plant staff. All data will be projected in NAD State Plane Ohio South coordinate

system. Provide files in standard ESRI file geodatabase format utilizing ESRI's local government information model scheme.

Consultant shall develop the GIS for spacial and feature information storage and access. Linking images and information stored elsewhere shall be an integral part of development of the GIS. The GIS shall tie to the Asset Management System developed as part of this project for buried assets outside buildings. This newly developed GIS shall be used to develop the InfoWorks hydraulic model. Consultant will coordinate training on use of Plant GIS for Water Reclamation staff.

TASK 3 - MODELING

TASK 3.1 - SEWER SYSTEM MODEL

Dayton Water is working with Emnet to monitor sewer system flows. Emnet data will be used to eventually calibrate the existing sewer system model. Dayton Water shall provide the Consultant with current data that is being used for model validation/calibration of the Dayton sewer system model. Consultant shall use rain/flow data from Emnet and system model as a supplement to plant flow data in development of flow projections for the WRF.

TASK 3.2 - DEVELOP PLANT HYDRAULIC MODEL

The Consultant shall collect data and develop a calibrated plant hydraulic model. The model shall include hydraulic profiles at various flow conditions. Hydraulic restrictions shall be identified and solutions considered as part of the FMP. The hydraulic model will be delivered to Dayton WRF at completion of the project. InfoWorks shall be used to develop the Plant Hydraulic Model.

TASK 3.3 - DEVELOP PLANT PROCESS MODEL

Calibrate and provide software updates to the current plant process model for use in identification of treatment bottlenecks, development and comparison of alternatives. The process model will be developed with sufficient detail to allow users to manipulate individual treatment trains where desired by the OWNER (i.e. individual treatment trains will be provided in the models). The model will be developed and calibrated to Level 2 standards, per Methods for Wastewater Characterization in Activated Sludge – Water Environment Research Foundation (WERF) 2003; for the Dayton Water WRF to simulate the existing facilities and then project performance under future design conditions. These simulations will assist in evaluation of process modifications to meet the anticipated future regulatory limits. In order for the Consultant to calibrate the model to Level 2 standards, a two week sampling campaign is required.

Consultant will conduct a one day site visit to the plant during review of the existing information. The purpose of the visit will be to review current operations, develop understanding of treatment processes at the plant, and to identify potential issues that need additional clarification or sampling. Locations for process sampling will also be verified during the site visit.

The Consultant will design a two-week intensive sampling effort to more accurately characterize the raw influent and primary effluent. The Consultant will meet with Dayton Water to discuss the extents of sampling prior to moving forward. The Consultant will work with Dayton Water to implement the intensive sampling. The Consultant will take the lead in collecting samples and sending them out for analysis. The Consultant shall recommend additional daily sampling that Dayton Water start collecting to support the model development.

Consultant shall update and calibrate the WRF GPS-X model. In addition, utilize the Hydromantis SimuWorks user interface that enhances Dayton's user interface with the software. Consultant shall not include any third party software costs with this proposal response. The City shall only evaluate professional service fees associated with implementation of the WRF GPS-X model and SimuWorks interface identified within this scope of services.

TASK 4 - DEVELOP ASSET MANAGEMENT PLAN

TASK 4.1 - DEVELOP ASSET REGISTRY

The Consultant shall develop an asset hierarchy compatible with Infor for the plant assets. In addition, the Consultant shall populate information required to complete the Asset Management Plan (AMP). The components included in this objective are as follows:

TASK 4.1.1 - DETERMINE LOWEST LEVEL OF ASSET TO BE GIVEN UNIQUE IDS

Based upon a review with AMLT and FMP team, of existing information, industry standards, interviews with staff, current Dayton Water workflow, Infor capabilities and Consultant experience, make recommendations on the lowest level of asset to be given unique IDs (i.e. dollar threshold, individual valves, etc.). Consultant shall provide best practices from industry guidance such as the International Infrastructure Management Manual (IIMM) and the ISO 14224 standard for equipment and maintenance data. Consultant shall provide example asset definitions from other utilities using Infor CMMS for Dayton Water to review.

TASK 4.1.2 - ASSET INVENTORY

Review asset hierarchy and inventory in Infor and conduct gap analysis. The asset register and hierarchy development will provide for the proper assignment of data attributes to support asset management best practices for maintenance and capital planning. The gap analysis will work to determine gaps in three main area, but not limited to:

1. Physical and Performance Attributes. These include traditional data associated with discrete assets (asset ID, name, manufacturer, model, serial, capacity, size, etc.). This assignment of asset type is a critical physical attribute and needs to be well defined within the overall structure. Consultant shall review existing assets defined in Infor and review with Dayton Water to modify and/or develop new Physical and Performance Attributes that support accurate capital planning and development of cost effective maintenance programs.
2. Financial Attributes. These include the install year and install cost data fields. The financial attributes support depreciation analysis and asset effective useful life evaluation.
3. Asset Management Attributes. These include the decision support data for consequence of failure, physical condition and performance condition. The asset management attributes support asset prioritization for capital planning and for the implementation of advanced maintenance approaches.

Consultant shall review findings in a meeting with the Dayton Water AMLT and summarize findings in a technical memorandum.

TASK 4.1.3 - DEVELOP ASSET HIERARCHY AND ASSET ID DEFINITION AND PROCEDURE

Consultant shall facilitate the development of a consistent hierarchy and asset identification definition across the WRF. Based on current asset hierarchy, asset ID, and data structure, develop recommendations for asset ID generation (i.e. intelligence level), data collection procedures, or ways to modify current procedures. Consultant shall provide multiple examples of hierarchy and asset identification creation best practices, including SOPs for maintaining the hierarchy to add, edit, and retire assets. Defined asset SOPs will aide WRF in understanding asset data workflows and procedures. The asset hierarchy will serve as the framework for evaluating assets and collecting data on those assets.

Consultant shall review findings in a meeting with the Dayton Water AMLT and summarize findings in a technical memorandum.

TASK 4.1.4 - DEVELOP DATA COLLECTION FORMS

Consultant shall develop a business process for implementation of real time asset data collection forms to be utilized for the asset inventory data collection on a tablet in the field for seamless data entry into Infor. Consultant will provide 5 field rated tablets with software installed. Consultant will coordinate training for Water Reclamation staff for the software and tablets. Dayton Water is exploring the use of MarshallGIS GeoKNX as the software platform for this effort. Consultant shall perform a functionality assessment to verify if MarshallGIS GeoKNX is the appropriate software platform for Dayton Water. Consultant shall make recommendations for other platforms if Marshall GIS GeoKNX is not selected as part of the functionality assessment. Lastly, the Consultant shall supply options for bar coding, QR coding, or options for assets to link directly to Infor.

Consultant shall work with Dayton's AMLT and WRF staff teams to develop a data access and tagging system for ease of getting data from a piece of equipment in the field and making it available to a mobile device.

TASK 4.2 - PERFORM CONDITION ASSESSMENT

The objective of this task is to collect asset information utilizing the real-time asset data collection forms, and obtain a current assessment of both the physical and performance condition of assets through a combination of site visits and data review. Condition assessment shall support the risk based capital planning and provide long-term value for WRF O&M staff. Condition scores shall be established for the assets based on the physical condition and performance condition. The process assets included will be determined by consultant, FMP team, and the AMLT. Building assets, work spaces/working conditions, and facility electrical/I & C gear are to be included in the assessment (site work, structural, architectural, HVAC/plumbing, electrical, instrumentation) as well. Dayton Water staff will accompany Consultant staff during the assessment. The Consultant is to train the Dayton Water staff on the condition assessment process. The tasks included in this objective are as follows:

TASK 4.2.1 - DEVELOP ASSESSMENT PLAN:

Consultant shall work with Dayton Water to develop assessment tiers and approaches which cover all the assets and operating conditions at the WRF.

- Develop an assessment plan by asset class, including inspection requirements, testing to be conducted, scoring procedures and forms which align the asset approach with the consequence of failure (COF) at the asset level.
- Standardized Condition Scoring shall be developed following best practice recommendations from the International Infrastructure Management Manual (IIMM). The standards will cover all assessment types, apply to all asset categories and evaluate all potential failure modes. The Consultant shall develop final categories and scoring for complete physical and performance condition assessment.
- Physical Condition and Performance Condition shall be defined. The Physical Condition shall represent the mortality failure mode and measure the current state of repair and operation of the equipment. The Physical Condition can be determined by visual assessment alone or in combination with predictive mechanical and/or electrical testing. Performance Condition shall represent three failure modes (capacity, efficiency, and level of service, including regulatory). Performance testing can be determined in multiple ways including: capacity testing, other mechanical /electrical tests, discussions with staff and review of historical maintenance and operational data. Consultant shall recommend improvement to Water Reclamation predictive maintenance equipment/procedures.

Consultant shall provide two (2) workshops to develop, review, and finalize the Assessment Plan.

TASK 4.2.2 - CONDITION ASSESSMENT OF PLANT ASSETS:

A collaborative approach, which fully integrates Dayton Staff throughout all aspects of the condition assessment, shall be performed. It is anticipated that four elements will be considered in the Condition Assessment.

- Performance Scoring. Consultant shall incorporate the process and hydraulic analysis from the master planning, historical maintenance data and additional staff interviews to develop the performance condition scoring. The results shall be reviewed with Dayton and adjust as necessary based on comments. Where data and analysis are insufficient Consultant shall provide recommendations for cost-effective approaches to gather or estimate the required data.
- Pilot Field Assessment and Workshop. Consultant shall conduct an initial pilot using one process area at the WRF to validate the assessment criteria and scoring for physical condition. Consultant shall review the pilot results with Dayton staff and optimize the assessment plan and data collection forms based on lessons learned. Consultant shall also work with Dayton staff to validate the data transfer to Infor for the pilot area.
- Full Field Condition Assessment. Consultant shall lead multi-disciplinary teams (structural, electrical, I&C, process-mechanical, HVAC, site and architectural) to complete the full field work for physical condition assessment. Consultant shall provide full QA/QC of all results as they are returned from “the field”.
- Results Review Workshop. Consultant shall analyze the physical and performance assessment data to identify and rate the potential failure modes and conduct a review workshop with Dayton. This workshop shall validate the available redundancy for each equipment group and WRF process to support the risk assessment and prioritization.

TASK 4.2.3 - DETERMINE ASSET RESIDUAL LIFE:

The Consultant shall establish an estimated remaining service life for each asset based on install date, manufacturer’s published literature (where available), industry standards and reference material, engineering judgment, operator input and experience with the system, service history and condition assessment. Information shall be entered into Infor for each asset.

TASK 4.2.4 - SUMMARIZE FINDINGS:

The Consultant shall provide a technical memorandum summarizing condition assessment findings. The memorandum shall include analysis by asset class (plants, plant, plant process, etc.). In addition, the Consultant shall indicate the top priorities based on findings. The findings shall be presented and reviewed in a workshop. The Consultant is to include the data collected by Dayton Water staff. It is anticipated that the Consultant shall provide the results to produce multiple condition profiles:

- By asset hierarchy: rolls up condition results from the asset level to the full treatment process and provides a high level view of where investment can be targeted and where maintenance practices could potentially be altered to extend asset life.
- By asset class and type: helps to identify where a programmatic approach to a large population of similar assets (e.g. MCCs, HVAC equipment, chemical pumps, etc.) could be cost effective.
- By failure mode: helps to identify where broader improvements across multiple processes are warranted to address larger issues such as capacity bottlenecks and future regulatory needs. Also helps to identify gaps in maintenance practices to address reliability.

Consultant shall provide a technical memo that captures all data updates, including follow-on data collection by Dayton staff, and any revisions to the assessment methodology based on lessons learned. The results shall provide a solid foundation for the risk assessment and CIP development in future tasks.

TASK 4.3 - OPERATION AND MAINTENANCE REVIEW

The Consultant shall review current Dayton Water maintenance and operation plans based on the proposed level of service and recommend modifications. Consultant shall job shadow operations staff to better understand the nuances of the Dayton WRF. Lastly, Benchmarking provides Dayton the opportunity to optimize cost and performance. Consultant shall provide benchmarking information published by AWWA plus additional benchmarks across a broad range of industries based on reliability centered maintenance (RCM) principles. Consultant shall provide:

- Key Performance Indicators (KPI's) for Benchmarking. Consultant shall assist Dayton to select industry recognized KPIs to evaluation in six critical areas of RCM excellence: results, quality, cost, efficiency, productivity, and organization.
- Value Analysis to Identify the Most Effective Improvements. Consultant shall assist Dayton in determining the cost-benefit of performance of improvement to select those areas with the highest value. Any updates to Infor necessary to implement improvements will be considered in the analysis.
- Implementation Workshop and Technical Memo. Consultant shall present recommendations and assist Dayton in developing an implementation strategy.

The review and benchmarking shall provide the necessary detail to incorporate current and future operations and maintenance strategies to the overall risk evaluation to select the most effective approach to improve performance. The Consultant shall present recommendations in a workshop and summarize in a technical memorandum.

TASK 4.4 - DETERMINE LIFE CYCLE AND REPLACEMENT COSTS

Prepare an opinion of probable cost to repair or replace each asset. The opinions of cost will be planning level. Using the "top down" approach, opinions of cost will be developed for each asset block and will include all work assumed for full replacement of the asset. Consultant shall utilize the standards of AACE International and provide a consistent, repeatable methodology for "top-down" estimates to support the 5-year capital plan and the long-term 25-year financial forecast.

TASK 4.5 - DETERMINE BUSINESS RISK

This project focuses on the business risk specifically related to plant assets. The Consultant shall review the current WRF risk model for use in this step. The Consultant shall recommend modifications if needed and coordinate with the AMLT. Based on the modified tool, including consequence of failure and likelihood of failure scores, the Consultant shall:

- Populate the scoring system (matrix) to rank assets based on their probability of failure. Consider physical, performance, operation and maintenance, mechanical, electrical and other factors as appropriate.
- Populate the scoring system (matrix) to rank assets based on the impact their failure would have on the system's ability to meet the desired level of service (consequence of failure). Consider remaining useful life, protection of public health and welfare, importance of the asset to operation of the system, and redundancy or lack thereof.
- Combine the probability of failure and consequence of failure at the asset class level scoring into the Business Risk Evaluation (BRE) score.
- Work with Dayton Water staff to implement the risk evaluation model in the Infor asset analysis tool.
- Rank assets in order of importance (priority) based on a BRE score.

- Using a reliability centered maintenance approach, classify maintenance, renewal and replacement recommendations for each asset (run to failure, preventative maintenance, predictive maintenance, etc.). Coordinate a workshop/training for Water Reclamation staff on reliability centered maintenance.
- Likelihood of Failure, Consequence of Failure, and Redundancy Factor shall be developed and utilized.
- Develop a technical memorandum summarizing scoring, findings and recommendations.
- Review the scoring, findings and recommendations in a workshop.

TASK 4.6 - OPTIMIZE INVESTMENTS

Consultant shall develop a detailed plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 5 years into the future. The plan shall detail the capital requirements and O&M requirements by asset class by year. In addition, the Consultant shall develop a high level plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 25 years into the future. The plan shall detail the capital requirements and O&M requirements by asset class by year. Compare the plan to the current operating budget.

TASK 5 - ENERGY AUDIT

TASK 5.1 - ENERGY SURVEY AND ANALYSIS

Perform a campus-wide Level 2 Energy Audit generally in accordance with ASHRAE Procedures for Commercial Building Energy Audits, Second Edition (2011), but customized to the nature of the facility (i.e., wastewater treatment versus commercial buildings). Consultant shall utilize and review electronic operating records for the two most recent years.

Consultant shall conduct an on-site audit of the facility to evaluate operations, interview operating personnel, and obtain other necessary data. It is anticipated that two (2) full days on-site will be required. No meters or logging equipment is anticipated. The audit shall rely solely on operating and energy use data that has already been recorded, can be provided by staff, can be obtained through SCADA, or can be measured using spot measurements during the on-site audit. An energy use pie chart shall be generated to highlight areas with the greatest opportunity for potential savings.

Consultant shall input the required data into EPA Energy Star Portfolio Manager, or similar benchmarking tool(s), for assessment of current energy usage and internal and external benchmarking. Energy usage will also be compared against anticipated energy usage for a plant of similar size and treatment configuration to WRF based on data provided in the Water Environment Federation Manual of Practice 32. These tools and associated metrics can be built upon to monitor ongoing improvement as projects and operational changes are undertaken and to serve as indicators of process performance, highlighting changes in performance that may indicate the need to replace or modify equipment or operations.

Consultant shall evaluate opportunities for energy savings and energy cost reduction for electricity, natural gas or fuel oil and, appropriate, vehicle fuel. Specific ECM's include:

- Wet stream treatment processes.
 - Installation of VFDs, replacement of older VFDs, or adjustment of VFD setpoints on pumping, mixing and aeration systems to better match actual operating conditions.
 - Installation or right-sizing of fine bubble diffusers, blowers and control equipment (DO meters, NH₄ analyzers, ORP analyzers, etc.) to improve efficiency of aeration systems.

- Assessment of equipment performance relative to design conditions to determine maintenance or replacement needs.
- Assessment of current use of storage/equalization for pumping systems and compressor air.
- Assessment of operating protocols and identification of opportunities to reduce electrical demand through manual or automated staging of intermittent operations.
- Assessment of biological process to determine if modifications can be made to provide energy or chemical savings (e.g. replacement of mechanical mixing with high-efficiency or pulsed air mixing, enhanced control of anoxic and aerobic zones, implementation of alternate carbon sources or enhancement of nutrient removal, etc.).
- Solids handling processes.
 - Assessment of septage receiving and treatment procedures to identify opportunities for energy efficiency improvement.
 - Assessment of solids handling processes to identify opportunities for savings through improved digestion or improved dewatering.
- Building systems.
 - Assessment of existing lighting and consideration of replacement with more efficient lamps or additional lighting controls.
 - Evaluation of design conditions for HVAC equipment and odor control systems versus actual operating conditions and consideration of equipment modification, operational modification, or adjustment of set points.
 - Assessment of heating and cooling requirements including efficiency of the systems, space heating, space cooling, set points, and night or weekend set-backs.
 - Evaluation of the feasibility of effluent heat recovery/cooling.
- Screening level assessment of on-site generation.
 - Assess the technical and economic feasibility of an on-site photovoltaic array or small hydrokinetic electrical generation.
 - Assess site-specific grid interconnection issues.
 - Identify available funding sources and develop an economic analysis for the installation.
 - Assess the feasibility of re-activating or upgrading anaerobic digestion facilities to reduce solids handling and disposal costs, create opportunity for revenue through tipping fees, and enable on-site generation of electricity using biogas.
 - Assess the opportunity to leverage on-site generation to improve overall resiliency and reliability. Consider the potential role for backup generation.
- Demand control.
 - Assess demand reduction through operational modification or automated demand control.

- Peak load shedding through use of backup generation including an assessment of permitting and operational implications of doing so.

For each measure that is determined technically feasible, an opinion of probable construction cost, an estimated energy savings, and economic analysis (e.g., return on investment or simple payback) will be prepared. Cost estimates will be consistent with AACE Class 4 Construction Cost Estimates (which are -25% to +40%). Available funding opportunities that can be utilized for implementation of the projects (e.g., utility incentives, grants, etc.) will be identified and considered as will alternative project delivery models that may be available.

Consultant will develop a Draft Technical Memorandum Report that describes the completed Energy Conservation Measures (ECMs) recommendations. In addition, ARCADIS will identify possible data gaps and provide recommendations on additional metering or process monitoring that can be performed to facilitate ongoing implementation of energy efficiency improvements. This technical memo shall be presented in a workshop with Dayton and finalized thereafter.

TASK 6 - SPECIAL CONSIDERATIONS

TASK 6.1 - ODOR CONTROL

In 2014, Dayton Water completed an Odor Control Master Plan with Webster Environmental. The Consultant shall review this plan and its recommendations and include recommendations and/or modified recommendations in the alternatives and scenarios for consideration by Dayton Water.

TASK 6.2 - ADDITIONAL ITEMS:

The Consultant shall include a review of following items and include recommendations in the overall plan regarding alternative scenarios and their impact on the facility's operation.

- Information Technology – Review existing hardware and software systems. Recommend upgrades and potential opportunities for reuse of existing assets. Consider options for implementation of handheld devices and dispersed data access and upload. Assess interface with SCADA and existing archival systems.
- Gas Reuse – Specifically review digester gas reuse and cogeneration facility and recommend facility/operational needs or modifications.
- Redundant and Standby Power – Evaluate dual power feeds, onsite generation, and backup power for recommended plan for operating the WRF during power outages. Review existing standby power procedures for possible improvements.
- Non-Potable Water Reuse – Consider opportunities for usage both internal and external to the facility. Examine existing non-potable water system and recommend upgrades required to match the level of service identified by usage opportunities.

TASK 6.3 – NUTRIENT REMOVAL EVALUATION AND RECOMMENDATIONS:

The Consultant shall evaluate the facilities ability to meet impending nutrient regulations and recommend the most reliable and cost effective nutrient removal option for Dayton Water Reclamation Facility. The recommendation will be delivered in the form of a technical memorandum, detailing options evaluated/modeled and reasons why each option was or was not selected. This technical memorandum will be used as our Status Report submission to the Ohio EPA in February of 2017 and must be in a suitable format. The following items will be included in the evaluation:

- Coordinate chemical phosphorus removal bench trials. Consultant will coordinate with owner chemical trials to evaluate the effectiveness of the following chemicals for phosphorus removal: Ferric Chloride, Sodium Aluminate, Poly vinyl aluminum chloride (PACL) and Alum.
- Use plant model to investigate existing plant for controlling the plant's effluent nitrogen concentrations and make recommendations for improvements to control nitrogen effluent concentrations.
- Model use of existing facilities for biological phosphorus removal. Use plant model to reconfigure existing tankage for phosphorus removal.
- Examine and provide an evaluation of nutrient recovery methods.
- Develop budgetary numbers for both capital and O&M, and prepare a life-cycle cost analysis.

Task 6.4 – Western Regional Water Reclamation Facility Evaluation and Recommendations

The consultant shall evaluate the potential to accept wastewater flows of Western Regional Water Reclamation Facility at the Dayton Water Reclamation Facility. Western Regional Water Reclamation Facility (Western Regional) discharges to the Great Miami River at River Mile 71.48. Western Regional is an advanced treatment facility with an average design flow of 20.0 MGD originally constructed in 1978. Western Regional provides service to all or part of Moraine, West Carrollton, Kettering, Miamisburg, Centerville, Miami Township, Washington Township, and Jefferson Township. The recommendation will be delivered in the form of a technical memorandum, detailing options evaluated/ modeled and reasons why each option was or was not selected. The following items will be included in the evaluation.

- Determine the necessary collection system upgrades for conveyance of current flows from Western Regional WRF to Dayton WRF.
- Provide Dayton WRF system considerations and necessary upgrades for treatment of flows and loadings
- Provide a recommendation of staffing levels for operation and maintenance if Western Regional wastewater flows were accepted at Dayton WRF.
- Provide an evaluation of treatment cost impacts to Dayton WRF
- Provide an evaluation and recommended options for handling wet weather/high flow situations
- Examine and provide an evaluation of regulatory impacts for the consolidation

TASK 7 - ANALYSIS AND REPORT DEVELOPMENT

TASK 7.1 - ANALYSIS

The Consultant shall develop and conduct an analysis of alternatives that accomplish the technical goals and objectives (including level of service) of the FMP. Alternatives shall be categorized by driver: Infrastructure, Efficiency, or Regulatory. Evaluate schedules, minimize construction and life-cycle cost, incorporate important social and environmental benefits, and/or improve coordination between projects while considering cash flow, site utilization, risk reduction, reliability, and plant operability during construction.

The Consultant shall lead a meeting with the FMP team to develop the evaluation criteria, including the Triple Bottom Line and sustainability, and weighting factors that will be used to analyze all alternatives. The Consultant shall initially evaluate alternatives in ten (10) areas – pumping, preliminary treatment, liquid stream, solid stream, electrical and stand-by power, instrumentation and control, odor control, support systems, gas reuse, and non-potable water.

Coordination and brainstorming meetings shall be conducted with the FMP team during the analysis of the alternatives in the ten (10) areas. The alternatives shall include input from previous efforts, including modeling, asset management

based recommendations, energy audit recommendations, special considerations, levels of service and goals and objectives. A technical memorandum shall be prepared for each of the ten (10) areas that shall present the alternatives and the associated operational strategies used to form scenarios for Dayton Water's review and comment. These technical memoranda shall include Level 5 estimated construction costs and life cycle costs for each alternative presented. Upon receipt of Dayton Water's comments, the Consultant shall lead up to ten (10) meetings with Dayton Water staff regarding the reconciliation of comments and the upcoming development of scenarios.

Considering the alternatives, the Consultant shall prepare a draft set of scenarios that include paired recommendations across all areas based on potential situations that may occur in the future. While the scenarios are being developed and analyzed, the Consultant shall further coordinate the operational strategies with Dayton Water staff. The consultant shall finalize scenarios in a workshop with Dayton Water staff.

After the development of the scenarios, the Consultant shall prepare an Alternative Analysis Report summarizing the results of the investigation including an overview of the scenarios considered in sufficient detail so that recommendations can be made. With the submittal of the official deliverable, the Alternative Analysis Report shall include the executive summaries from technical memoranda prepared for the ten (10) areas and conceptual-level estimated construction costs and life cycle costs for each of the proposed projects within the scenarios of alternatives.

The Consultant shall conduct a workshop to present the draft Alternative Analysis Report to Dayton Water's management and technical staff for review and comment. The Consultant shall revise and resubmit the final Alternative Analysis Report upon resolution of all comments. The Consultant shall prepare and supply the meeting agenda and meeting notes.

TASK 7.2 - FINANCIAL ANALYSIS

Consultant shall prepare the Master Plan in a format that is compatible with Dayton Water's Proforma so that an affordability review can be completed until an affordable Plan is established. Consultant shall include the financial planning and affordability analysis and integrate this step into the Master Plan process. To determine a final plan, the proposed levels of service may need to be adjusted.

Consultant shall utilize the financial model that was prepared as part of the recent rate study for Dayton Water to identify an annual capital spending plan that Dayton deems to be affordable. This will be accomplished in a workshop with Dayton Water management and staff. This work shall be completed while the engineering evaluation and preparation of the Master Plan elements are ongoing.

Second, the annual capital spending plan that is developed by the financial team will be conveyed to the engineering team so that the Master Plan improvements can be sequenced and phased in such a manner as to fit with the annual capital spending plan that Dayton Water deems to be affordable. Completing these steps (in this way) will improve the efficiency in preparation of the Master Plan and reduce the amount of back-and-forth steps. Finally, Consultant will facilitate a meeting with Dayton Water executive management and staff to confirm that the proposed Master Plan is implementable and affordable from a financial perspective.

TASK 7.3 - CONCEPTUAL IMPLEMENTATION PLAN

The Consultant shall prepare an execution plan for the recommended scenario of alternatives that provides the schedule, sequencing, and packaging of projects from design through construction as developed through criticality and condition, cost and cash flow, individual project durations (including construction) and necessary predecessors, project tie points, site utilization and plant operability during construction. An execution plan for addressing these items shall be developed by the Consultant and presented to Dayton Water staff for input and approval. Four (4) meetings/workshops are assumed. The Consultant shall prepare and supply the meeting agendas and meeting notes from each of these meetings.

TASK 7.4 - FACILITY MASTER PLAN

The Consultant shall prepare a written FMP presenting the results of the above tasks. In addition to the above, the plan shall recommend staffing requirements, condition assessment frequency, and implementation schedule. The plan shall include a review and recommendation on software, specifically database/data management support tools to support the FMP implementation. A minimum of one draft FMP shall be submitted for review. Due to the expansive nature of the FMP, more than one draft may be needed to arrive at a final iteration. Revise the FMP in response to all comments from all iterations and submit up to 15 copies of the final plan. Electronic copies of the plan shall also be submitted in both Word (.docx) and Adobe (.pdf) file formats.

Consultant will conduct a minimum of one meeting to review the draft FMP with Dayton Water and receive comments. The Consultant will also conduct a “Lessons Learned” meeting to ensure future FMPs are conducted as effective and efficiently as possible.

TASK 8 - BAGGED BIOSOLIDS CLASS-A INVESTIGATION

ARCADIS shall perform research into up to three biosolids facilities actively creating and disposing of Class A biosolids for profit. Arcadis shall attempt to contact these facilities and inquire about the financial characteristics of their biosolids disposal arrangements. These characteristics shall be used to inform the inputs of a financial analysis from Dayton’s paradigm. Arcadis shall attempt to determine a price point at which biosolids would have to be sold to enable a break-even point over a time span equal to or less than 20 years (selected as this is the assumed useful life of biosolids drying equipment.).

At the conclusion of the letter deliverable, Arcadis shall conduct a meeting at the City of Dayton with power point presentation and meeting minutes.

TASK 9 - BIOGAS INTERCONNECTION STUDY WITH VECTREN

Arcadis shall coordinate between the City of Dayton and the local gas company through the following three phases

- Vectren’s Interconnection Capacity and Feasibility Study,
- Vectren’s Preliminary Engineering Study,
- Vectren’s Detailed Engineering Study.

For each phase Arcadis shall host a preparatory conference call with Vectren, review and comment on Vectren’s proposed agreement for the respective phase between Vectren and Dayton, Coordinate signature of agreement between both parties, coordinate development and transfer of fee check from Dayton to Vectren, host conference call with Vectren to discuss Vectren’s produced results from their work, Review Vectren’s work and provide comments to Dayton and Vectren, review and provide comments to Vectren’s Draft Interconnection Agreement, host conference call with Vectren to go over their final comments to their produced results.

At the conclusion of each phase Arcadis shall conduct a meeting at the City of Dayton with power point presentation and meeting minutes.

Additional tasks for Phase 1, Interconnection Capacity and Feasibility Study:

Arcadis shall fill out and coordinate signatures for Vectren’s application for interconnection study.

TASK 10 – DESIGN OF TOTAL PHOSPHORUS IMPROVEMENTS

The City of Dayton is required by the Ohio EPA to provide Total Phosphorus Removal to achieve an effluent concentration of 1.0 mg/l. A Preliminary Planning Study was completed for the Total Phosphorus Removal Treatment. The study concluded that in addition to the phosphorus treatment removal equipment, substantial improvements are needed for the Thickened Waste Activated Sludge Process. The project scope includes chemical feed and storage for the chemical precipitation of phosphorus via Ferric Chloride; for the removal of the existing Dissolved Air Floatation Units for the Waste Activated Sludge and replaced with Rotary Drum Thickeners with polymer feed.

This project consists of providing professional services associated with design improvements for a Total Phosphorus Removal System, inclusive of Sludge Thickening, which follows the Planning Study completed for the City. The Planning Study determined the following minimum design improvements would be required:

1. Design of Feed and storage equipment for ferric chloride chemical precipitation of phosphorus and application to anaerobic digesters to control SOx emissions. Such equipment shall be located at the existing Dissolved Air Floatation (DAF) Building:
 - a. 7 Chemical Storage Tanks (with provisions for an 8th);
 - b. Containment Curbing with drainage;
 - c. Chemical Pumping and Valves;
 - d. Piping to injection locations;
 - e. Chemical Feeders;
 - f. Initial Bulk Purchase;
 - g. Electrical and I&C Upgrades; and,
2. Plans for the sequential demolition of the existing DAF units with the intent that at least 3 DAF units remain operational while new thickening equipment is installed. Reduction to 2 DAF units if Pre-Purchasing RDT units and operating outside during construction activities.
3. New Rotary Drum Thickeners to replace the DAF units.
 - a. 4 Rotary Drum Thickeners – 2 duty, 1 standby, 1 maintenance;
 - b. Polymer Storage Tanks, age tanks, blender/feeders and pumping;
 - c. Piping Modifications;
 - d. Elevated Floor Slab with TWAS (Thickened Waste Activated Sludge) collection box for RDTs;
 - e. Initial Bulk Polymer Purchase;
 - f. Electrical and I&C Upgrades; and,
 - g. New TWAS Pumps

TASK 10.1 - PROJECT MANAGEMENT AND COORDINATION

- Provide project management and coordination to maintain the progress of the project and complete the project in the specified timeframe. This includes maintaining a continuous line of communication throughout the project with staff within City's WRF and Engineering Divisions.
- Conduct progress meetings at the kickoff, 60% and 90% phases and prepare and distribute meeting minutes within one week of the meeting.
- Conduct Monthly Progress Meetings and Update Schedule Monthly as needed. Conduct bi-weekly conference call to provide progress updates.
- Milestone Dates will be established at Kickoff meeting and consultant shall make every effort to achieve PTI Submittal by April 10, 2020.
- Develop a Project Management Plan with WRF and Engineering Staff input to manage the project.

TASK 10.2 – SITE VISIT AND REVIEW EXISTING DOCUMENTS

- Conduct site visits to verify existing conditions, structure measurements, and increase understanding of the project elements. Focus should be given to the, Dissolved Air Floatation (DAF) Building, Final Clarifiers, Activated Sludge System and appropriate feed points.
 - Primary areas of focus for the existing DAF Building include:
 - Replacement of the DAF equipment with RDT equipment;
 - RDT polymer feed and storage improvements;
 - TWAS pump and piping improvements;
 - Phosphorous removal chemical feed and storage improvements;
 - Structural improvements and modifications;
 - HVAC improvements; and,
 - Electrical and I&C improvements.
 - Primary areas of focus for the existing DAF Building include:
 - Feed points at the aeration tank effluent box;
 - Feed points at the final clarifier splitter box; and,
 - Site evaluations of chemical piping alignments from feed pumps to feed points.
- Review existing relevant reports and operations and maintenance information.
- Review existing drawings to expand understanding of layout/details on all plant project elements. Focus will be given to the, DAF Building, Activated Sludge System, Final Clarifiers, piping for feed points, and additional instrumentation and control.
- Interview plant staff to gain understanding of facility requirement needs.
- Consultant will be responsible for meeting with the City's SCADA consultant (Tetra Tech) as well as the WRF staff to coordinate all SCADA, instrumentation, and control requirements.

TASK 10.3 – DESIGN CALCULATIONS/LAYOUT/DETAILS

- Review existing information and become familiar with existing Dissolved Air Floatation Process, the DAF Building Footprint, Thickened sludge feed rates, polymer dosages, chemical storage and feed equipment, Chemical Feed points, electrical layout of DAF and proposed changes, SCADA improvements, building ventilation for the proper air exchanges of caustic chemical, TWAS piping and pumps, and all associated instrumentation and control. In addition, the Consultant, at a minimum, will evaluate, perform, provide, verify, determine, and/or investigate the following:
 - Feed Point, at Aeration Basins. Consultant will investigate and provide information for Dayton to determine if additional protection for downstream PCCP pipe is desired.
 - Feed point design based on the guidelines outlined in the 10 States Standards, including considerations of the recommended phosphorus removal chemical, required reaction time, and the existing wastewater treatment process components;
 - Various injection methods (Two injection systems will be provided at each injection point for redundancy);
 - Storage tank loads should be recalculated if Ferric Chloride is not used;
 - The structural capacity of the existing building using existing record drawings and determine structural modifications required to support the bulk storage area for the phosphorous removal chemicals, polymer and new RDTs;
 - Venting of the RDT equipment will also be investigated to help mitigate odors and reduce corrosion from hydrogen sulfide;
 - Venting of the TWAS wet well for odor and corrosion control;
 - Two Westinghouse MCCs will be evaluated during design to confirm adequate capacity for all loads;
 - Confirm the size of the feed transformers or substations are adequate for the improvements ;
 - A cursory review of the design criteria for the RDTs based upon the information presented in the Preliminary Planning Study Memo;
 - Up to two RDT options with WRF staff input. Evaluations will summarize capture efficiency, polymer usage as stated by the equipment manufacturer, power requirements, operational and

- maintenance concerns, manufacturer/model longevity, manufacturer service capability, repair parts availability, and costs. A life cycle cost analysis will also be performed;
- Review start-up capabilities of the manufacturer and their technical ability to assist with identification of the best polymer type and application methods to ensure a proper thickening of the WAS. A life cycle cost analysis of polymer alternatives will be performed;
 - The WAS existing piping, valves and flow metering to ensure it compatible with the new RDTs. If modifications are required, they will be designed to allow easy modification to allow for the fourth future RDT;
 - If the TWAS pumps can be replaced with units that have the motor directly coupled, or have the motor in-line with the pump, however, this may require a diagonal alignment within the dry well to ensure adequate space around the units;
 - Repairs to existing concrete within the TWAS dry well will be made where equipment bases are removed. Power washing of the dry well, including waterproofing of the concrete surfaces is also recommended. Additional fluorescent lighting is also recommended to improve lighting for operations and maintenance personnel; and,
 - The single overhead I-Beam trolley & hoist will be given a cursory evaluation to ensure it has the capacity to support the new pumps. Consultant will also evaluate if a new overhead traveling bridge hoist will be required above the RDT units to ease installation and allow for future maintenance.
 - The following safety items will be investigated during design:
 - They include ensuring new construction meet current safety codes. Some of the items of concern include:
 - Railing along walkways
 - enclosures/shields around the drives
 - Kick plates for railings and openings in grating/floors
 - An arc flash protection study may also be required to determine the arc flash protection requirements for new electrical equipment. A short circuit coordination study and arc flash protection study will be performed by the contractor during construction.
 - Appropriately-placed warning signs for slippery areas, non-potable water fixtures, low head clearance areas, chemical storage areas, electrical warning signs/areas, high noise areas, etc.;
 - Protective clothing and equipment as needed, such as self-contained breathing apparatus, gas detection equipment, goggles, gloves, hard hats, safety harnesses, hearing protectors, etc.
 - Chemical storage areas shall be enclosed in dikes or curbs which will contain the stored volume until it can be safely transferred to alternate storage or released to the wastewater at controlled rates which will not damage facilities
 - Liquid polymer should be similarly contained to reduce areas with slippery floors, especially to protect walkways. Non-slip floor surfaces are desirable in polymer-handling areas.
 - All pumps or feeders for hazardous or corrosive chemicals shall have guards that will effectively prevent spray of chemicals into space occupied by personnel. The splash guards are in addition to guards to prevent injury from moving or rotating machinery parts
 - All piping containing or transporting corrosive or hazardous chemicals shall be identified with labels every 10 feet (3 m) and with at least two labels in each room, closet, or pipe chase. Color-coding may also be used but is not an adequate substitute for labeling.
 - Facilities shall be provided for the automatic shutdown of pumps and sounding of alarms when failure occurs in a pressurized chemical discharge line.

- Eyewash fountains and safety showers utilizing potable water shall be provided on each floor level or work location involving hazardous or corrosive chemical storage, mixing (or slaking), pumping, metering, or transportation unloading. These facilities shall be as close as practical to points of chemical exposure and shall be fully operable during all weather conditions.
- Design improvements for all project elements requiring relocation, modification, repair, rehab, and replacement. The minimum project elements are outlined above.
- Design calculations and coordination with manufacturers on equipment details for process equipment.
- Prepare and submit a building permit application (Mechanical) along with the City's check for the necessary application fees. One meeting with the City of Dayton Division of Building Inspection is assumed.
- Prepare PTI and NOI permit applications for City signature and submit them to OEPA along with the City's check for the necessary applications fees.
- Assist the City with the preparation of the WPCLF front end documents for bidding purposes. Executed bid forms together with front end documents will be included in the specifications for Conforms To Contract documents to be provided to the Construction Contractor.
- A draft Technical Memorandum (TM) will be prepared by the Consultant. The draft TM will summarize and present the findings, design criteria, project constraints, and recommendations for the preliminary design for each Project Element. The draft TM will serve as the basis for preparation of contract drawings and specifications. Alternative analyses will be presented and include capital, operations and maintenance costs, safety, operability, reliability, future flexibility, and responsiveness to Dayton Advanced WRF needs. The draft TM will present the proposed facility layouts, pipe alignments, preliminary hydraulic calculations, design criteria, evaluation of manufacturer's quotes, construction schedule and sequence and preliminary cost estimate. Provide a list of construction contract drawings and technical specifications. A sequence of construction will also be presented showing how the improvements will be performed while maintaining plant operations with minimal disturbance and ensuring continuous plant operations. Consultant will meet with WRF and Engineering Staff to present the draft TM so that key information can be presented prior to the staff's detailed internal review. Upon receipt of review comments, the draft TM will be finalized including any additional directives and scope clarifications. The Final TM will be submitted electronically.

TASK 10.4 – DRAWING PRODUCTION

- Preparation of drawings for the new Rotary Drum Thickeners, Polymer Storage and Feed System, Chemical Storage for (alum, ferric/ferrous chloride, PACL, or rare earth), Chemical Feed Systems, DAF Building and/or Sludge Pump Station (RAS) Exhaust and ventilation, and TWAS pumping, piping, and controls, at a minimum. Drawings shall be prepared in AutoCAD. The drawings will include the necessary electrical, mechanical/process, civil, architectural, structural, and instrumentation and control (P&ID Drawings only) disciplines of the proposed improvements.
- Additional drawings may be needed based on evaluations and recommendations of feeding ferric/ferrous chloride to the Biosolids Building for odor control.
- Provide Department of Water with hard copies and electronic PDFs at 10% Conceptual Layout (half-size); 60% (half-size); 90% (half-size); and 100% (full-size) for review and bidding purposes. In addition, electronic AutoCAD files shall be provided for the 100% and conformed set.
- Schedule review meetings for 60%, 90% and 100% to present and discuss the construction documents and obtain comments.
- Prepare the requirements for all appropriate sediment and erosion control documents. The Contractor shall prepare any required plans in accordance with the current City and OEPA requirements and include a Stormwater Pollution Prevention Plan (SWPPP).

TASK 10.5 – SPECIFICATION PREPARATION

- Preparation of technical specifications in latest ISO and Dayton standards for the new Rotary Drum Thickeners, Polymer Storage and Feed System, Chemical Storage for (alum, ferric/ferrous chloride, PACL or rare earth), Chemical Feed Systems, DAF Building, and TWAS pumping, piping, and controls, at a minimum. Additional specifications may be needed based on evaluations and recommendations of feeding ferric/ferrous chloride to the Biosolids Building for odor control.
- The specifications will include the necessary electrical, mechanical/process, civil, architectural, structural, and instrumentation and control disciplines of the proposed improvements.
- Specifications for the cleaning and repainting of the DAF Building.
- Provide hard copies of technical specifications for the 60%, 90% and 100% reviews in addition to electronic versions in both Adobe and Word formats.
- The Technical Specifications will be inserted behind Dayton's standard Division 100- Bidding and Contracting Requirements of the latest edition of Dayton's Standard Construction and Material Specifications Manual. Dayton will prepare the "front end" documents for the bid package of this Total Phosphorus Treatment Project. Arcadis will provide up to 16 hours of assistance with these front end documents.

TASK 10.6 – COST ESTIMATE

- Provide updated construction cost estimates at the 60%, 90%, and 100% phases. The 90% cost estimate will be submitted to the Human Relations Council (HRC) and requires an itemized cost estimate by work divisions. In addition, labor and material for each division must be separated for the 90% cost estimate.

TASK 10.7 – FIELD SURVEY

- Survey project elements to confirm existing conditions and structure dimensions.
- Conduct necessary survey work for perimeter of the building to prepare drawings as outlined in Task No. 10.4.
- Review existing survey information completed for other WRF projects and use the information for the design phase work.
- Prepare a project base map based upon detailed surveying information for development of the contract drawings for the project. This work will include:
 - Establishing horizontal and vertical controls including references to a minimum of two Montgomery County monuments, or WRF monuments;
 - Verification of topography including trees, structures, manholes, catch basins, valve boxes, roadways, etc., within the project limits; and,
 - Verification of locations, sizes, and depths of all underground and overhead utilities including water lines, storm sewers, sanitary sewers, process lines. Manholes, catch basins, and other structures shall be provided with state plane coordinates, if required.

TASK 10.8 – BIDDING PHASE SERVICES

- Prepare Bid Form in Department of Water Excel file. Project Manager (PM) shall provide form to Consultant.
- Provide bidding assistance to address questions submitted by the potential contractors, prepare addenda, and perform other routine bidding services as requested by the City's PM.
- Provide up to one copy of the construction documents (plans and specifications) on flash/thumb drive and up two (2) sets of hard copy specifications and bid book, and six (6) full size drawing sets to the Department of Water for bidding purposes. Project tracings, AutoCAD files, field books and field survey information will also be provided to the City. In addition, electronic AutoCAD drawings will be provided to the Dayton Department of Water upon request.
- Arcadis will provide responses to bidders' questions, prepare and distribute addenda following City requirements, and perform other routine bidding services as requested by the City's Project Manager. The services will also include attending and preparing meeting minutes for the pre-bid meeting, and attendance at the bid opening and preconstruction conference. The meeting minutes will be distributed by Arcadis to all attending parties.

- The City will provide Arcadis with copies of the bids received for the evaluation. Arcadis will assist with the City's evaluation of the bids received and provide a written recommendation for award.

TASK 10.9 – CONSTRUCTION PHASE SERVICES

- Provide engineering services during construction to include but not limited to, the following:
 - Attendance at twelve (12) monthly progress and twelve (12) field meetings. Prepare and distribute agenda and meeting minutes for each.
 - Respond to requests for information (RFIs- assumed total 20), review of submittals – assumed total 40), technical review of change orders (assumed 2), and punch list inspection. The City shall make the final interpretation where responses result in any monetary, quality, or materials/equipment substitution.
 - Professional engineering reviews of all shop drawing submittals will be completed within 14 calendar days of receipt of the submittal. Consultant will also provide startup and commissioning services as part of the construction services scope – not to exceed a total of 80 hours
 - Consultant will provide appropriate personnel for Field Project Representation services for up to 10 hours per week for the duration of construction.
 - Consultant will prepare record drawings from the contractor's red-line markups following construction in accordance with the City's standards including any information provided by the construction manager or City. The record drawings will be prepared in AutoCAD on Mylar and in PDF format. Consultant will provide two (2) half size hard copies and one (1) electronic version on flash drive.

• TASK 11 – DESIGN OF BIOGAS CHILLER REPLACEMENT SPECIFICATIONS AND CONSTRUCTION ADMINISTRATION

- Create Project Technical Specifications for the Gas Chiller and Compressor VFD project to supplement the previously completed design drawings. The Technical Specifications will be inserted behind Dayton's standard Division 100- Bidding and Contracting Requirements of the latest edition of Dayton's Standard Construction and Material Specifications Manual. Dayton will prepare the "front end" documents for the bid package of this (Chiller) work and Arcadis will provide 16 hours of assistance with these front end documents.
- Provide engineering services during construction to include but not limited to, the following:
 - Bid Evaluation and recommendation of Contractor selection.
 - Respond to requests for information (RFIs- assumed total 2), review of submittals – assumed total 10), technical review of change orders (assumed 1), and punch list inspection. The City shall make the final interpretation where responses result in any monetary, quality, or materials/equipment substitution.
 - Professional engineering reviews of all shop drawing submittals will be completed within 14 calendar days of receipt of the submittal. Consultant will also provide startup and commissioning services as part of the construction services scope – not to exceed a total of 29 hours
 - Consultant will prepare record drawings from the contractor's red-line markups following construction in accordance with the City's standards including any information provided by the construction manager or City. The record drawings will be prepared in AutoCAD on Mylar and in PDF format. Consultant will provide two (2) half size hard copies and one (1) electronic version on flash drive.

CERTIFICATE OF FUNDS

CT16-1559

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED *Wesley*

New Contract Renewal Contract Change Order

Contract Start Date	11/9/2016
Expiration Date	12/31/2021
Original Commission Approval	\$ 1,600,000.00
Initial Encumbrance	\$ 1,600,000.00
Remaining Commission Approval	\$ -
Original CT/CF	CT16-1559
Increase Encumbrance	\$ 60,000.00
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

<input checked="" type="checkbox"/>	Initial City Manager's Report
<input checked="" type="checkbox"/>	Initial Certificate of Funds
<input checked="" type="checkbox"/>	Initial Agreement/Contract
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: <u>\$ 60,000.00</u> Fund Code <u>55003 - 3460 - 1159 - 54 - SF1405 -</u> <small style="margin-left: 40px;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ <small style="margin-left: 40px;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code _____ <small style="margin-left: 40px;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ <small style="margin-left: 40px;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: ARCADIS U.S., Inc.

Vendor Address: 100 East Campus View Boulevard, Suite 200, Columbus, Ohio 43235
Street City State Zipcode + 4

Federal ID: 57-0373224

Commodity Code: 98895

Purpose: Second Amendment to the Agreement for the Water Reclamation Facility Master Plan.

Contact Person: Lisa Burton-Yates Water/Water Engineering 11/27/2019
Department/Division 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.

[Signature] 12/3/19
 Finance Director Signature Date

[Signature] 12/2/19 CT16-1559
 CF/Prepared by Date CF/CT Number



City Manager's Report

From **3460 - Water/Water Reclamation**

Date **December 11, 2019**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$60,000.00 (thru 12/31/2021)**

Name **ARCADIS US, Inc.**

Address **100 E. Campus View Blvd., Suite 200
Columbus, Ohio 43235**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2019 Sanitary Capital Fund	55003-3460-1159-54-SF1405	\$60,000.00

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

Description

WATER RECLAMATION FACILITY MASTER PLAN SECOND AMENDMENT

The Department of Water requests permission to enter into a Second Amendment with ARCADIS US, Inc. in the amount of \$60,000.00 to cover additional services/work needed for the Water Reclamation Facility Master Plan. Services will include continued consultation to evaluate bagged Class-A Biosolids and perform a Biogas Interconnection Study with Vectren.

The original Agreement was approved on November 9, 2016 in the amount of \$1,600,000.00. The First Amendment was approved on November 26, 2018, which extended the term of the Agreement to December 31, 2019. This Second Amendment will increase the contract amount to \$1,660,000.00 and extend the term to December 31, 2021.

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

A Certificate of Funds and a copy of the Second Amendment are attached.

Signatures/Approval

Division _____

Department _____

[Signature]
City Manager

Approved by City Commission

[Signature]
Clerk

[Signature]
Date

**SECOND AMENDMENT TO THE
AGREEMENT FOR PROFESSIONAL SERVICES**

This Second Amendment is dated this 26th day of December, 2019, between the City of Dayton, Ohio ("City") and Arcadis U.S., Inc., 100 East Campus View Boulevard, Suite 200, Columbus, OH 43235 (hereinafter referred to as the "Consultant").

WHEREAS, On November 17, 2016 the Commission of the City of Dayton, Ohio, approved an Agreement for Professional Services, CT16-1559, ("Agreement") between the City and Consultant; and

WHEREAS, The City desires additional as-needed consulting services and Consultant is willing to perform such services for additional compensation; and,

WHEREAS, On November 26, 2018, the Commission of the City of Dayton, Ohio, approved the First Amendment to the Agreement CT16-1559, between the City and Consultant; and,

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article 1, Term is deleted in its entirety and replaced with the following:

ARTICLE 1 - TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

2. Article 2, Services To Be Performed By Consultant is deleted in its entirety and replaced with the following:

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services described in Attachments A (REVISED 10/16/19), which is attached hereto and incorporated herein.

3. Article 3, Compensation is deleted in its entirety and replaced with the following:

ARTICLE 3 - COMPENSATION

City shall pay Consultant an additional SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00), as set forth in Attachments B (REVISED 10/16/19), which is attached hereto and incorporated herein, for a total amount not to exceed ONE MILLION SIX HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$1,660,000.00). The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

4. The City and Consultant hereby agree that Attachment A (REVISED 10/16/19), and Attachment B (REVISED 10/16/19), which are attached hereto, shall be a part of the Agreement and incorporated as if fully rewritten therein.

5. Except as amended by this Second Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Engineer have caused this Second Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

WITNESSED BY:

Peter H. Kube

ARCADIS US, Inc.

By: *Bradley A. [Signature]*

Its: *Vice President*

WITNESSED BY:

[Signature]

CITY OF DAYTON, OHIO

James J. Clements

City Manager

Date: *12-26-19*

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

APPROVED:

[Signature]
Director, Department of Water

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

December 11, 2019

Min./Bk.: *I-16* Page: *0044*

[Signature]
Clerk of the Commission

ATTACHMENT A (REVISED 10/16/19)
SCOPE OF SERVICES

City: City of Dayton, Ohio
Project: Water Reclamation Facility Master Plan
Consultant: ARCADIS US, Inc.

This project consists of providing professional engineering services to prepare a Facility Master Plan for the Water Reclamation Facility (WRF). Dayton Water sits poised at the nexus of several major decisions that will impact the WRF for years to come. The decisions include flow, loadings, treatment processes for the liquid and solids streams, technology investments, asset management, knowledge management, operational efficiency and regulatory compliance. Major goals of this project include:

- Meeting impending nutrient National Pollution Discharge Elimination System (NPDES) limits
- What level of investment is needed to maintain or improve infrastructure, based on asset condition, capacity and criticality utilizing Dayton's existing Asset Management Approach
- Options for operating the WRF more efficiently
- Identifying technologies/innovations that Dayton could benefit
- Impact of additional flows from other municipalities

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

TASK 1.1 – KICKOFF MEETING

The Consultant shall conduct a Kickoff Meeting that includes the Consultant's key project personnel and Dayton Water staff to define lines of communication, protocol, and discuss goals and objectives of the project, provide expectations for Dayton Water staff, and review the scope and schedule for the project. The Consultant shall prepare and supply the meeting agenda and meeting notes.

The Kickoff Meeting shall present the vision of the entire master plan and process to all participating employees and engage their interaction with the vision and process. The objective is to introduce all employees to "WHAT" is being conducted and "HOW" their participation is critical for the success of the project. The most important message that shall be conveyed is "WHY" this Master Plan is being conducted and generating employee support and enthusiastic participation.

TASK 1.2 - INITIAL MEETINGS

The Consultant shall conduct interviews, as necessary, with the Facility Master Plan (FMP) team. The FMP team will be a mixture of Department of Water and Division of Water Reclamation staffs. The goals of the interview are to gain an understanding of Dayton Water's processes, procedures, and available data. The Consultant shall prepare and supply the agendas and meeting notes for the meetings. To gain an understanding on Dayton Water asset management requirements, the Consultant shall interview the Asset Management Leadership Team (AMLT).

TASK 1.3 - DATA REVIEW

The Consultant shall review relevant information, existing reports, model data, work order data and other related documents supplied by Dayton Water, including flow, operating data, operations and maintenance logs, GIS data, and Computerized Maintenance Management System (CMMS) data, relevant sections of existing reports and other related

documents supplied by Dayton Water, including water quality, geotechnical soil borings and other relevant site information.

Specific information the Consultant shall review and evaluate includes: flow, process data and load trends, laboratory analysis from LIMS system, an existing Emergency Action Plan, WRF web based O&M Manual, Infor data tables (Dayton's CMMS), and existing GIS. The Consultant shall prepare a Data Review Report summarizing the existing data, any significant findings, and recommendations regarding additional data collection needs. The memorandum shall summarize flow and load trends.

TASK 1.4 - SET TARGET LEVELS OF SERVICE

The Consultant shall lead the development of a Level of Service (LOS) Statement to ensure proper performance of the WRF is identified, discussed, and agreed upon. The Level of Service Statement defines the way in which Dayton Water staff, managers, and operators desire the system to perform over the long term. The LOS statement draft document will be presented and molded at each of the kick-off and initial meetings. Levels of service will be established in every performance area of the plant including: Pumping, Preliminary Treatment, Liquid Stream, Solid Stream, Electrical, I&C, Odor Control, and support systems.

The Consultant shall conduct a workshop with AMLT and WRF staff to finalize the draft Level of Service Statement for review and comment by Dayton Water. In addition, the Consultant shall conduct a management workshop to discuss the draft Level of Service Statement and Dayton Water comments.

TASK 1.5 - FACILITY SITE VISIT

As part of this task, the Consultant shall arrange and attend a site visit to an advanced wastewater treatment facility jointly selected by Dayton Water staff and the Consultant for the FMP team. Three facilities shall be reviewed and one will be selected. The facilities shall be among the best-in-class for biological nutrient removal and asset management; in addition, provide a good model for Dayton Water to work towards as a result of the FMP.

TASK 1.6 - FACILITY MASTER PLAN GOALS AND OBJECTIVES

The Consultant shall develop functional requirements and planning criteria for the FMP against which the alternatives and scenarios will be measured. References to specific criteria should be annotated as well as assumptions used for anticipated future regulations. The Consultant shall prepare a technical memorandum summarizing the functional requirements developed and the anticipated future regulations and present the technical memorandum to Dayton Water's management and technical staff for review and comment. This document is expected to include:

- Project background and introduction
- Facility function description
- Flow and load projections
- Project scope, objectives, and operational philosophy
- Technical criteria (with justifications)
- Human factors criteria (work spaces/working conditions)
- Special criteria (if any)
- Regulatory requirements
- Financial constraints

The Consultant shall revise and resubmit the final technical memorandum after the resolution of all Dayton Water comments. The Consultant shall prepare and supply the meeting agenda and meeting notes.

TASK 2 - DEVELOP SITE AS-BUILT

TASK 2.1 - UPDATE SITE AS-BUILT

The Consultant shall update the baseline survey to which future projects and all geometrics will be referenced for development of the Plant GIS in Task 2.2. This includes:

- Reviewing existing construction as-built and record drawings for site utilities and buildings,
- Assimilating overall facility site as-built in AUTOCAD format, coordinating with FMP team the number of printed and electronic copies that need to be made available,
- Locating and verify critical elevations and establish a reference benchmark circuit for future construction,
- Locating and verify existing utilities, yard piping, surface improvements, structure corners and pertinent property corners,
- Field locating and identifying topographic details within an agreed upon boundary for the project site

The following steps shall be conducted to determine the most cost effective approach to accomplishing Task 2.1.

- Pilot Test 1: Consultant will schedule and work with Dayton staff to test Dayton's utility locating technologies. An 8 hour day of the Consultant's Project Engineer time shall be used to test the capabilities and effectiveness of Dayton's underground utility locating technology at the WRF site. Ground Penetrating Radar (GPR) and an additional locating technology of Dayton Waters will be used to attempt to trace a line selected at the plant to determine effectiveness of the technology.
- Pilot Test 2: Two 8 hour days of the Consultant's Project Engineer time shall use a buried utility locating subcontractor's GPR and/or electromagnetic or other non-invasive locating technologies to demonstrate their effectiveness at locating buried utilities.
- The AUTOCAD "Utilities Mapping Project" from 2009 described in the bullets above will be considered the current and best knowledge of the plant. Utility location confirmations will edit/adjust that AUTOCAD file.
- Upon completion of Pilot Tests 1 and 2. Consultant shall conduct a conference call with Dayton to suggest a "Utility Locating Plan" (to be agreed upon by Dayton) to locate buried utilities based on non-invasive technologies. The plan is anticipated to be a map marked with sequence of utilities to locate.
- Areas of question after execution of the Utility Locating Plan shall be presented to Water Reclamation staff and use of Dayton's in house hydro-excavation shall be considered for location confirmation.
- Located utilities will be surveyed and used to adjust the AUTOCAD "Utilities Mapping Project" from 2009
- It is anticipated to proceed with utility locating until the respective fee for these services is exhausted. Consultant will provide quotations for all subcontractors utilized in this task.

TASK 2.2 - PLANT GIS

Provide a complete Facility GIS System utilizing the site data, including building and structure footprints, connectivity and site piping information collected during the Site As-Built work. Plant GIS work will be coordinated with Water Department GIS coordinator and plant staff. All data will be projected in NAD State Plane Ohio South coordinate system. Provide files in standard ESRI file geodatabase format utilizing ESRI's local government information model scheme.

Consultant shall develop the GIS for spacial and feature information storage and access. Linking images and information stored elsewhere shall be an integral part of development of the GIS. The GIS shall tie to the Asset Management System developed as part of this project for buried assets outside buildings. This newly developed GIS shall be used to develop the InfoWorks hydraulic model. Consultant will coordinate training on use of Plant GIS for Water Reclamation staff.

TASK 3 - MODELING

TASK 3.1 - SEWER SYSTEM MODEL

Dayton Water is working with Emnet to monitor sewer system flows. Emnet data will be used to eventually calibrate the existing sewer system model. Dayton Water shall provide the Consultant with current data that is being used for model validation/calibration of the Dayton sewer system model. Consultant shall use rain/flow data from Emnet and system model as a supplement to plant flow data in development of flow projections for the WRF.

TASK 3.2 - DEVELOP PLANT HYDRAULIC MODEL

The Consultant shall collect data and develop a calibrated plant hydraulic model. The model shall include hydraulic profiles at various flow conditions. Hydraulic restrictions shall be identified and solutions considered as part of the FMP. The hydraulic model will be delivered to Dayton WRF at completion of the project. InfoWorks shall be used to develop the Plant Hydraulic Model.

TASK 3.3 - DEVELOP PLANT PROCESS MODEL

Calibrate and provide software updates to the current plant process model for use in identification of treatment bottlenecks, development and comparison of alternatives. The process model will be developed with sufficient detail to allow users to manipulate individual treatment trains where desired by the OWNER (i.e. individual treatment trains will be provided in the models). The model will be developed and calibrated to Level 2 standards, per Methods for Wastewater Characterization in Activated Sludge – Water Environment Research Foundation (WERF) 2003; for the Dayton Water WRF to simulate the existing facilities and then project performance under future design conditions. These simulations will assist in evaluation of process modifications to meet the anticipated future regulatory limits. In order for the Consultant to calibrate the model to Level 2 standards, a two week sampling campaign is required.

Consultant will conduct a one day site visit to the plant during review of the existing information. The purpose of the visit will be to review current operations, develop understanding of treatment processes at the plant, and to identify potential issues that need additional clarification or sampling. Locations for process sampling will also be verified during the site visit.

The Consultant will design a two-week intensive sampling effort to more accurately characterize the raw influent and primary effluent. The Consultant will meet with Dayton Water to discuss the extents of sampling prior to moving forward. The Consultant will work with Dayton Water to implement the intensive sampling. The Consultant will take the lead in collecting samples and sending them out for analysis. The Consultant shall recommend additional daily sampling that Dayton Water start collecting to support the model development.

Consultant shall update and calibrate the WRF GPS-X model. In addition, utilize the Hydromantis SimuWorks user interface that enhances Dayton's user interface with the software. Consultant shall not include any third party software costs with this proposal response. The City shall only evaluate professional service fees associated with implementation of the WRF GPS-X model and SimuWorks interface identified within this scope of services.

TASK 4 - DEVELOP ASSET MANAGEMENT PLAN

TASK 4.1 - DEVELOP ASSET REGISTRY

The Consultant shall develop an asset hierarchy compatible with Infor for the plant assets. In addition, the Consultant shall populate information required to complete the Asset Management Plan (AMP). The components included in this objective are as follows:

TASK 4.1.1 - DETERMINE LOWEST LEVEL OF ASSET TO BE GIVEN UNIQUE IDS

Based upon a review with AMLT and FMP team, of existing information, industry standards, interviews with staff, current Dayton Water workflow, Infor capabilities and Consultant experience, make recommendations on the lowest level of asset to be given unique IDs (i.e. dollar threshold, individual valves, etc.). Consultant shall provide best practices from industry guidance such as the International Infrastructure Management Manual (IIMM) and the ISO 14224 standard for equipment and maintenance data. Consultant shall provide example asset definitions from other utilities using Infor CMMS for Dayton Water to review.

TASK 4.1.2 - ASSET INVENTORY

Review asset hierarchy and inventory in Infor and conduct gap analysis. The asset register and hierarchy development will provide for the proper assignment of data attributes to support asset management best practices for maintenance and capital planning. The gap analysis will work to determine gaps in three main area, but not limited to:

1. Physical and Performance Attributes. These include traditional data associated with discrete assets (asset ID, name, manufacturer, model, serial, capacity, size, etc.). This assignment of asset type is a critical physical attribute and needs to be well defined within the overall structure. Consultant shall review existing assets defined in Infor and review with Dayton Water to modify and/or develop new Physical and Performance Attributes that support accurate capital planning and development of cost effective maintenance programs.
2. Financial Attributes. These include the install year and install cost data fields. The financial attributes support depreciation analysis and asset effective useful life evaluation.
3. Asset Management Attributes. These include the decision support data for consequence of failure, physical condition and performance condition. The asset management attributes support asset prioritization for capital planning and for the implementation of advanced maintenance approaches.

Consultant shall review findings in a meeting with the Dayton Water AMLT and summarize findings in a technical memorandum.

TASK 4.1.3 - DEVELOP ASSET HIERARCHY AND ASSET ID DEFINITION AND PROCEDURE

Consultant shall facilitate the development of a consistent hierarchy and asset identification definition across the WRF. Based on current asset hierarchy, asset ID, and data structure, develop recommendations for asset ID generation (i.e. intelligence level), data collection procedures, or ways to modify current procedures. Consultant shall provide multiple examples of hierarchy and asset identification creation best practices, including SOPs for maintaining the hierarchy to add, edit, and retire assets. Defined asset SOPs will aide WRF in understanding asset data workflows and procedures. The asset hierarchy will serve as the framework for evaluating assets and collecting data on those assets.

Consultant shall review findings in a meeting with the Dayton Water AMLT and summarize findings in a technical memorandum.

TASK 4.1.4 - DEVELOP DATA COLLECTION FORMS

Consultant shall develop a business process for implementation of real time asset data collection forms to be utilized for the asset inventory data collection on a tablet in the field for seamless data entry into Infor. Consultant will provide 5 field rated tablets with software installed. Consultant will coordinate training for Water Reclamation staff for the software and tablets. Dayton Water is exploring the use of MarshallGIS GeoKNX as the software platform for this effort. Consultant shall perform a functionality assessment to verify if MarshallGIS GeoKNX is the appropriate software platform for Dayton Water. Consultant shall make recommendations for other platforms if

Marshall GIS GeoKNX is not selected as part of the functionality assessment. Lastly, the Consultant shall supply options for bar coding, QR coding, or options for assets to link directly to Infor.

Consultant shall work with Dayton's AMLT and WRF staff teams to develop a data access and tagging system for ease of getting data from a piece of equipment in the field and making it available to a mobile device.

TASK 4.2 - PERFORM CONDITION ASSESSMENT

The objective of this task is to collect asset information utilizing the real-time asset data collection forms, and obtain a current assessment of both the physical and performance condition of assets through a combination of site visits and data review. Condition assessment shall support the risk based capital planning and provide long-term value for WRF O&M staff. Condition scores shall be established for the assets based on the physical condition and performance condition. The process assets included will be determined by consultant, FMP team, and the AMLT. Building assets, work spaces/working conditions, and facility electrical/I & C gear are to be included in the assessment (site work, structural, architectural, HVAC/plumbing, electrical, instrumentation) as well. Dayton Water staff will accompany Consultant staff during the assessment. The Consultant is to train the Dayton Water staff on the condition assessment process. The tasks included in this objective are as follows:

TASK 4.2.1 - DEVELOP ASSESSMENT PLAN:

Consultant shall work with Dayton Water to develop assessment tiers and approaches which cover all the assets and operating conditions at the WRF.

- Develop an assessment plan by asset class, including inspection requirements, testing to be conducted, scoring procedures and forms which align the asset approach with the consequence of failure (COF) at the asset level.
- Standardized Condition Scoring shall be developed following best practice recommendations from the International Infrastructure Management Manual (IIMM). The standards will cover all assessment types, apply to all asset categories and evaluate all potential failure modes. The Consultant shall develop final categories and scoring for complete physical and performance condition assessment.
- Physical Condition and Performance Condition shall be defined. The Physical Condition shall represent the mortality failure mode and measure the current state of repair and operation of the equipment. The Physical Condition can be determined by visual assessment alone or in combination with predictive mechanical and/or electrical testing. Performance Condition shall represent three failure modes (capacity, efficiency, and level of service, including regulatory). Performance testing can be determined in multiple ways including: capacity testing, other mechanical /electrical tests, discussions with staff and review of historical maintenance and operational data. Consultant shall recommend improvement to Water Reclamation predictive maintenance equipment/procedures.

Consultant shall provide two (2) workshops to develop, review, and finalize the Assessment Plan.

TASK 4.2.2 - CONDITION ASSESSMENT OF PLANT ASSETS:

A collaborative approach, which fully integrates Dayton Staff throughout all aspects of the condition assessment, shall be performed. It is anticipated that four elements will be considered in the Condition Assessment.

- Performance Scoring. Consultant shall incorporate the process and hydraulic analysis from the master planning, historical maintenance data and additional staff interviews to develop the performance condition scoring. The results shall be reviewed with Dayton and adjust as necessary based on comments. Where data

and analysis are insufficient Consultant shall provide recommendations for cost-effective approaches to gather or estimate the required data.

- Pilot Field Assessment and Workshop. Consultant shall conduct an initial pilot using one process area at the WRF to validate the assessment criteria and scoring for physical condition. Consultant shall review the pilot results with Dayton staff and optimize the assessment plan and data collection forms based on lessons learned. Consultant shall also work with Dayton staff to validate the data transfer to Infor for the pilot area.
- Full Field Condition Assessment. Consultant shall lead multi-disciplinary teams (structural, electrical, I&C, process-mechanical, HVAC, site and architectural) to complete the full field work for physical condition assessment. Consultant shall provide full QA/QC of all results as they are returned from “the field”.
- Results Review Workshop. Consultant shall analyze the physical and performance assessment data to identify and rate the potential failure modes and conduct a review workshop with Dayton. This workshop shall validate the available redundancy for each equipment group and WRF process to support the risk assessment and prioritization.

TASK 4.2.3 - DETERMINE ASSET RESIDUAL LIFE:

The Consultant shall establish an estimated remaining service life for each asset based on install date, manufacturer’s published literature (where available), industry standards and reference material, engineering judgment, operator input and experience with the system, service history and condition assessment. Information shall be entered into Infor for each asset.

TASK 4.2.4 - SUMMARIZE FINDINGS:

The Consultant shall provide a technical memorandum summarizing condition assessment findings. The memorandum shall include analysis by asset class (plants, plant, plant process, etc.). In addition, the Consultant shall indicate the top priorities based on findings. The findings shall be presented and reviewed in a workshop. The Consultant is to include the data collected by Dayton Water staff. It is anticipated that the Consultant shall provide the results to produce multiple condition profiles:

- By asset hierarchy: rolls up condition results from the asset level to the full treatment process and provides a high level view of where investment can be targeted and where maintenance practices could potentially be altered to extend asset life.
- By asset class and type: helps to identify where a programmatic approach to a large population of similar assets (e.g. MCCs, HVAC equipment, chemical pumps, etc.) could be cost effective.
- By failure mode: helps to identify where broader improvements across multiple processes are warranted to address larger issues such as capacity bottlenecks and future regulatory needs. Also helps to identify gaps in maintenance practices to address reliability.

Consultant shall provide a technical memo that captures all data updates, including follow-on data collection by Dayton staff, and any revisions to the assessment methodology based on lessons learned. The results shall provide a solid foundation for the risk assessment and CIP development in future tasks.

TASK 4.3 - OPERATION AND MAINTENANCE REVIEW

The Consultant shall review current Dayton Water maintenance and operation plans based on the proposed level of service and recommend modifications. Consultant shall job shadow operations staff to better understand the nuances of the Dayton WRF. Lastly, Benchmarking provides Dayton the opportunity to optimize cost and performance.

Consultant shall provide benchmarking information published by AWWA plus additional benchmarks across a broad range of industries based on reliability centered maintenance (RCM) principles. Consultant shall provide:

- Key Performance Indicators (KPI's) for Benchmarking. Consultant shall assist Dayton to select industry recognized KPIs to evaluation in six critical areas of RCM excellence: results, quality, cost, efficiency, productivity, and organization.
- Value Analysis to Identify the Most Effective Improvements. Consultant shall assist Dayton in determining the cost-benefit of performance of improvement to select those areas with the highest value. Any updates to Infor necessary to implement improvements will be considered in the analysis.
- Implementation Workshop and Technical Memo. Consultant shall present recommendations and assist Dayton in developing an implementation strategy.

The review and benchmarking shall provide the necessary detail to incorporate current and future operations and maintenance strategies to the overall risk evaluation to select the most effective approach to improve performance. The Consultant shall present recommendations in a workshop and summarize in a technical memorandum.

TASK 4.4 - DETERMINE LIFE CYCLE AND REPLACEMENT COSTS

Prepare an opinion of probable cost to repair or replace each asset. The opinions of cost will be planning level. Using the "top down" approach, opinions of cost will be developed for each asset block and will include all work assumed for full replacement of the asset. Consultant shall utilize the standards of AACE International and provide a consistent, repeatable methodology for "top-down" estimates to support the 5-year capital plan and the long-term 25-year financial forecast.

TASK 4.5 - DETERMINE BUSINESS RISK

This project focuses on the business risk specifically related to plant assets. The Consultant shall review the current WRF risk model for use in this step. The Consultant shall recommend modifications if needed and coordinate with the AMLT. Based on the modified tool, including consequence of failure and likelihood of failure scores, the Consultant shall:

- Populate the scoring system (matrix) to rank assets based on their probability of failure. Consider physical, performance, operation and maintenance, mechanical, electrical and other factors as appropriate.
- Populate the scoring system (matrix) to rank assets based on the impact their failure would have on the system's ability to meet the desired level of service (consequence of failure). Consider remaining useful life, protection of public health and welfare, importance of the asset to operation of the system, and redundancy or lack thereof.
- Combine the probability of failure and consequence of failure at the asset class level scoring into the Business Risk Evaluation (BRE) score.
- Work with Dayton Water staff to implement the risk evaluation model in the Infor asset analysis tool.
- Rank assets in order of importance (priority) based on a BRE score.
- Using a reliability centered maintenance approach, classify maintenance, renewal and replacement recommendations for each asset (run to failure, preventative maintenance, predictive maintenance, etc.). Coordinate a workshop/training for Water Reclamation staff on reliability centered maintenance.

- Likelihood of Failure, Consequence of Failure, and Redundancy Factor shall be developed and utilized.
- Develop a technical memorandum summarizing scoring, findings and recommendations.
- Review the scoring, findings and recommendations in a workshop.

TASK 4.6 - OPTIMIZE INVESTMENTS

Consultant shall develop a detailed plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 5 years into the future. The plan shall detail the capital requirements and O&M requirements by asset class by year. In addition, the Consultant shall develop a high level plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 25 years into the future. The plan shall detail the capital requirements and O&M requirements by asset class by year. Compare the plan to the current operating budget.

TASK 5 - ENERGY AUDIT

TASK 5.1 - ENERGY SURVEY AND ANALYSIS

Perform a campus-wide Level 2 Energy Audit generally in accordance with ASHRAE Procedures for Commercial Building Energy Audits, Second Edition (2011), but customized to the nature of the facility (i.e., wastewater treatment versus commercial buildings). Consultant shall utilize and review electronic operating records for the two most recent years.

Consultant shall conduct an on-site audit of the facility to evaluate operations, interview operating personnel, and obtain other necessary data. It is anticipated that two (2) full days on-site will be required. No meters or logging equipment is anticipated. The audit shall rely solely on operating and energy use data that has already been recorded, can be provided by staff, can be obtained through SCADA, or can be measured using spot measurements during the on-site audit. An energy use pie chart shall be generated to highlight areas with the greatest opportunity for potential savings.

Consultant shall input the required data into EPA Energy Star Portfolio Manager, or similar benchmarking tool(s), for assessment of current energy usage and internal and external benchmarking. Energy usage will also be compared against anticipated energy usage for a plant of similar size and treatment configuration to WRF based on data provided in the Water Environment Federation Manual of Practice 32. These tools and associated metrics can be built upon to monitor ongoing improvement as projects and operational changes are undertaken and to serve as indicators of process performance, highlighting changes in performance that may indicate the need to replace or modify equipment or operations.

Consultant shall evaluate opportunities for energy savings and energy cost reduction for electricity, natural gas or fuel oil and, appropriate, vehicle fuel. Specific ECM's include:

- Wet stream treatment processes.
 - Installation of VFDs, replacement of older VFDs, or adjustment of VFD setpoints on pumping, mixing and aeration systems to better match actual operating conditions.
 - Installation or right-sizing of fine bubble diffusers, blowers and control equipment (DO meters, NH4 analyzers, ORP analyzers, etc.) to improve efficiency of aeration systems.
 - Assessment of equipment performance relative to design conditions to determine maintenance or replacement needs.
 - Assessment of current use of storage/equalization for pumping systems and compressor air.

- Assessment of operating protocols and identification of opportunities to reduce electrical demand through manual or automated staging of intermittent operations.
- Assessment of biological process to determine if modifications can be made to provide energy or chemical savings (e.g. replacement of mechanical mixing with high-efficiency or pulsed air mixing, enhanced control of anoxic and aerobic zones, implementation of alternate carbon sources or enhancement of nutrient removal, etc.).
- Solids handling processes.
 - Assessment of septage receiving and treatment procedures to identify opportunities for energy efficiency improvement.
 - Assessment of solids handling processes to identify opportunities for savings through improved digestion or improved dewatering.
- Building systems.
 - Assessment of existing lighting and consideration of replacement with more efficient lamps or additional lighting controls.
 - Evaluation of design conditions for HVAC equipment and odor control systems versus actual operating conditions and consideration of equipment modification, operational modification, or adjustment of set points.
 - Assessment of heating and cooling requirements including efficiency of the systems, space heating, space cooling, set points, and night or weekend set-backs.
 - Evaluation of the feasibility of effluent heat recovery/cooling.
- Screening level assessment of on-site generation.
 - Assess the technical and economic feasibility of an on-site photovoltaic array or small hydrokinetic electrical generation.
 - Assess site-specific grid interconnection issues.
 - Identify available funding sources and develop an economic analysis for the installation.
 - Assess the feasibility of re-activating or upgrading anaerobic digestion facilities to reduce solids handling and disposal costs, create opportunity for revenue through tipping fees, and enable on-site generation of electricity using biogas.
 - Assess the opportunity to leverage on-site generation to improve overall resiliency and reliability. Consider the potential role for backup generation.
- Demand control.
 - Assess demand reduction through operational modification or automated demand control.
 - Peak load shedding through use of backup generation including an assessment of permitting and operational implications of doing so.

For each measure that is determined technically feasible, an opinion of probable construction cost, an estimated energy savings, and economic analysis (e.g., return on investment or simple payback) will be prepared. Cost estimates will be

consistent with AACE Class 4 Construction Cost Estimates (which are -25% to +40%). Available funding opportunities that can be utilized for implementation of the projects (e.g., utility incentives, grants, etc.) will be identified and considered as will alternative project delivery models that may be available.

Consultant will develop a Draft Technical Memorandum Report that describes the completed Energy Conservation Measures (ECMs) recommendations. In addition, ARCADIS will identify possible data gaps and provide recommendations on additional metering or process monitoring that can be performed to facilitate ongoing implementation of energy efficiency improvements. This technical memo shall be presented in a workshop with Dayton and finalized thereafter.

TASK 6 - SPECIAL CONSIDERATIONS

TASK 6.1 - ODOR CONTROL

In 2014, Dayton Water completed an Odor Control Master Plan with Webster Environmental. The Consultant shall review this plan and its recommendations and include recommendations and/or modified recommendations in the alternatives and scenarios for consideration by Dayton Water.

TASK 6.2 - ADDITIONAL ITEMS:

The Consultant shall include a review of following items and include recommendations in the overall plan regarding alternative scenarios and their impact on the facility's operation.

- Information Technology – Review existing hardware and software systems. Recommend upgrades and potential opportunities for reuse of existing assets. Consider options for implementation of handheld devices and dispersed data access and upload. Assess interface with SCADA and existing archival systems.
- Gas Reuse – Specifically review digester gas reuse and cogeneration facility and recommend facility/operational needs or modifications.
- Redundant and Standby Power – Evaluate dual power feeds, onsite generation, and backup power for recommended plan for operating the WRF during power outages. Review existing standby power procedures for possible improvements.
- Non-Potable Water Reuse – Consider opportunities for usage both internal and external to the facility. Examine existing non-potable water system and recommend upgrades required to match the level of service identified by usage opportunities.

TASK 6.3 – NUTRIENT REMOVAL EVALUATION AND RECOMMENDATIONS:

The Consultant shall evaluate the facilities ability to meet impending nutrient regulations and recommend the most reliable and cost effective nutrient removal option for Dayton Water Reclamation Facility. The recommendation will be delivered in the form of a technical memorandum, detailing options evaluated/modeled and reasons why each option was or was not selected. This technical memorandum will be used as our Status Report submission to the Ohio EPA in February of 2017 and must be in a suitable format. The following items will be included in the evaluation:

- Coordinate chemical phosphorus removal bench trials. Consultant will coordinate with owner chemical trials to evaluate the effectiveness of the following chemicals for phosphorus removal: Ferric Chloride, Sodium Aluminate, Poly vinyl aluminum chloride (PACL) and Alum.
- Use plant model to investigate existing plant for controlling the plant's effluent nitrogen concentrations and make recommendations for improvements to control nitrogen effluent concentrations.

- Model use of existing facilities for biological phosphorus removal. Use plant model to reconfigure existing tankage for phosphorus removal.
- Examine and provide an evaluation of nutrient recovery methods.
- Develop budgetary numbers for both capital and O&M, and prepare a life-cycle cost analysis.

Task 6.4 – Western Regional Water Reclamation Facility Evaluation and Recommendations

The consultant shall evaluate the potential to accept wastewater flows of Western Regional Water Reclamation Facility at the Dayton Water Reclamation Facility. Western Regional Water Reclamation Facility (Western Regional) discharges to the Great Miami River at River Mile 71.48. Western Regional is an advanced treatment facility with an average design flow of 20.0 MGD originally constructed in 1978. Western Regional provides service to all or part of Moraine, West Carrollton, Kettering, Miamisburg, Centerville, Miami Township, Washington Township, and Jefferson Township. The recommendation will be delivered in the form of a technical memorandum, detailing options evaluated/modeled and reasons why each option was or was not selected. The following items will be included in the evaluation.

- Determine the necessary collection system upgrades for conveyance of current flows from Western Regional WRF to Dayton WRF.
- Provide Dayton WRF system considerations and necessary upgrades for treatment of flows and loadings
- Provide a recommendation of staffing levels for operation and maintenance if Western Regional wastewater flows were accepted at Dayton WRF.
- Provide an evaluation of treatment cost impacts to Dayton WRF
- Provide an evaluation and recommended options for handling wet weather/high flow situations
- Examine and provide an evaluation of regulatory impacts for the consolidation

TASK 7 - ANALYSIS AND REPORT DEVELOPMENT

TASK 7.1 - ANALYSIS

The Consultant shall develop and conduct an analysis of alternatives that accomplish the technical goals and objectives (including level of service) of the FMP. Alternatives shall be categorized by driver: Infrastructure, Efficiency, or Regulatory. Evaluate schedules, minimize construction and life-cycle cost, incorporate important social and environmental benefits, and/or improve coordination between projects while considering cash flow, site utilization, risk reduction, reliability, and plant operability during construction.

The Consultant shall lead a meeting with the FMP team to develop the evaluation criteria, including the Triple Bottom Line and sustainability, and weighting factors that will be used to analyze all alternatives. The Consultant shall initially evaluate alternatives in ten (10) areas – pumping, preliminary treatment, liquid stream, solid stream, electrical and stand-by power, instrumentation and control, odor control, support systems, gas reuse, and non-potable water.

Coordination and brainstorming meetings shall be conducted with the FMP team during the analysis of the alternatives in the ten (10) areas. The alternatives shall include input from previous efforts, including modeling, asset management based recommendations, energy audit recommendations, special considerations, levels of service and goals and objectives. A technical memorandum shall be prepared for each of the ten (10) areas that shall present the alternatives and the associated operational strategies used to form scenarios for Dayton Water’s review and comment. These technical memoranda shall include Level 5 estimated construction costs and life cycle costs for each alternative presented. Upon receipt of Dayton Water’s comments, the Consultant shall lead up to ten (10) meetings with Dayton Water staff regarding the reconciliation of comments and the upcoming development of scenarios.

Considering the alternatives, the Consultant shall prepare a draft set of scenarios that include paired recommendations across all areas based on potential situations that may occur in the future. While the scenarios are being developed and analyzed, the Consultant shall further coordinate the operational strategies with Dayton Water staff. The consultant shall finalize scenarios in a workshop with Dayton Water staff.

After the development of the scenarios, the Consultant shall prepare an Alternative Analysis Report summarizing the results of the investigation including an overview of the scenarios considered in sufficient detail so that recommendations can be made. With the submittal of the official deliverable, the Alternative Analysis Report shall include the executive summaries from technical memoranda prepared for the ten (10) areas and conceptual-level estimated construction costs and life cycle costs for each of the proposed projects within the scenarios of alternatives.

The Consultant shall conduct a workshop to present the draft Alternative Analysis Report to Dayton Water's management and technical staff for review and comment. The Consultant shall revise and resubmit the final Alternative Analysis Report upon resolution of all comments. The Consultant shall prepare and supply the meeting agenda and meeting notes.

TASK 7.2 - FINANCIAL ANALYSIS

Consultant shall prepare the Master Plan in a format that is compatible with Dayton Water's Proforma so that an affordability review can be completed until an affordable Plan is established. Consultant shall include the financial planning and affordability analysis and integrate this step into the Master Plan process. To determine a final plan, the proposed levels of service may need to be adjusted.

Consultant shall utilize the financial model that was prepared as part of the recent rate study for Dayton Water to identify an annual capital spending plan that Dayton deems to be affordable. This will be accomplished in a workshop with Dayton Water management and staff. This work shall be completed while the engineering evaluation and preparation of the Master Plan elements are ongoing.

Second, the annual capital spending plan that is developed by the financial team will be conveyed to the engineering team so that the Master Plan improvements can be sequenced and phased in such a manner as to fit with the annual capital spending plan that Dayton Water deems to be affordable. Completing these steps (in this way) will improve the efficiency in preparation of the Master Plan and reduce the amount of back-and-forth steps. Finally, Consultant will facilitate a meeting with Dayton Water executive management and staff to confirm that the proposed Master Plan is implementable and affordable from a financial perspective.

TASK 7.3 - CONCEPTUAL IMPLEMENTATION PLAN

The Consultant shall prepare an execution plan for the recommended scenario of alternatives that provides the schedule, sequencing, and packaging of projects from design through construction as developed through criticality and condition, cost and cash flow, individual project durations (including construction) and necessary predecessors, project tie points, site utilization and plant operability during construction. An execution plan for addressing these items shall be developed by the Consultant and presented to Dayton Water staff for input and approval. Four (4) meetings/workshops are assumed. The Consultant shall prepare and supply the meeting agendas and meeting notes from each of these meetings.

TASK 7.4 - FACILITY MASTER PLAN

The Consultant shall prepare a written FMP presenting the results of the above tasks. In addition to the above, the plan shall recommend staffing requirements, condition assessment frequency, and implementation schedule. The plan shall include a review and recommendation on software, specifically database/data management support tools to support the FMP implementation. A minimum of one draft FMP shall be submitted for review. Due to the expansive nature of the

FMP, more than one draft may be needed to arrive at a final iteration. Revise the FMP in response to all comments from all iterations and submit up to 15 copies of the final plan. Electronic copies of the plan shall also be submitted in both Word (.docx) and Adobe (.pdf) file formats.

Consultant will conduct a minimum of one meeting to review the draft FMP with Dayton Water and receive comments. The Consultant will also conduct a “Lessons Learned” meeting to ensure future FMPs are conducted as effective and efficiently as possible.

TASK 8 - BAGGED BIOSOLIDS CLASS-A INVESTIGATION

ARCADIS shall perform research into up to three biosolids facilities actively creating and disposing of Class A biosolids for profit. Arcadis shall attempt to contact these facilities and inquire about the financial characteristics of their biosolids disposal arrangements. These characteristics shall be used to inform the inputs of a financial analysis from Dayton’s paradigm. Arcadis shall attempt to determine a price point at which biosolids would have to be sold to enable a break-even point over a time span equal to or less than 20 years (selected as this is the assumed useful life of biosolids drying equipment.).

At the conclusion of the letter deliverable, Arcadis shall conduct a meeting at the City of Dayton with power point presentation and meeting minutes.

TASK 9 - BIOGAS INTERCONNECTION STUDY WITH VECTREN

Arcadis shall coordinate between the City of Dayton and the local gas company through the following three phases

- Vectren’s Interconnection Capacity and Feasibility Study,
- Vectren’s Preliminary Engineering Study,
- Vectren’s Detailed Engineering Study.

For each phase Arcadis shall host a preparatory conference call with Vectren, review and comment on Vectren’s proposed agreement for the respective phase between Vectren and Dayton, Coordinate signature of agreement between both parties, coordinate development and transfer of fee check from Dayton to Vectren, host conference call with Vectren to discuss Vectren’s produced results from their work, Review Vectren’s work and provide comments to Dayton and Vectren, review and provide comments to Vectren’s Draft Interconnection Agreement, host conference call with Vectren to go over their final comments to their produced results.

At the conclusion of each phase Arcadis shall conduct a meeting at the City of Dayton with power point presentation and meeting minutes.

Additional tasks for Phase 1, Interconnection Capacity and Feasibility Study:
Arcadis shall fill out and coordinate signatures for Vectren’s application for interconnection study.

**ATTACHMENT B (REVISED 10/16/19)
COMPENSATION**

City: City of Dayton, Ohio
Project: Water Reclamation Facility Master Plan
Consultant: ARCADIS US, Inc.

TASK	DESCRIPTION	FEE
1	Project Management and Administration	\$ 200,700.00
2	Develop Site As-Built	\$ 207,300.00
3	Modeling	\$ 105,000.00
4	Asset Management Plan	\$ 275,400.00
5	Energy Survey and Analysis	\$ 36,100.00
6	Special Considerations	\$ 232,000.00
7	Alternative Analysis and Report	\$ 347,000.00
	Subtotal (Tasks 1 – 7)	\$ 1,403,500.00
	Contingency @ 14%	\$ 196,500.00
	Total (Tasks 1-7)	\$ 1,600,000.00
8	Bagged Biosolids Class-A Investigation	\$ 10,000.00
9	Biogas Discussion with Vectren	\$ 38,000.00
	Subtotal (Tasks 8 – 9)	\$48,000.00
	Contingency @ 25%	\$ 12,000.00
	Total (Tasks 8 – 9)	\$ 60,000.00
OVERALL TOTAL (Tasks 1-9)		\$ 1,660,000.00

**FIRST AMENDMENT TO THE
AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment is dated this 26th day of November, 2018, between the City of Dayton, Ohio ("City") and Arcadis U.S., Inc., 100 East Campus View Boulevard, Suite 200, Columbus, OH 43235 (hereinafter referred to as the "Consultant").

WHEREAS, On November 17, 2016 the Commission of the City of Dayton, Ohio, approved an Agreement for Professional Services, CT16-1559, ("Agreement") between the City and Consultant; and

WHEREAS, The parties mutually desire to amend the Agreement to extend the term.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article 1, Term is deleted in its entirety and replaced with the following:

ARTICLE 1 - TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2019, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11,J.

2. Except as amended by this First Amendment, all terms, covenants and conditions contained within the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Consultant have caused this First Amendment to be executed, each by a duly authorized representative, on the date first set forth above.

CITY OF DAYTON, OHIO



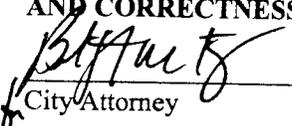
City Manager

ARCADIS U.S., INC.

By _____

Title Vice President

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

****No Commission Action Required****



City Manager's Report

2.

From **3460 - Water/Water Reclamation**

Date **November 9, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$1,600,000.00 (thru 12/2018)**

Name **ARCADIS US, Inc.**

Address **100 E. Campus View Blvd., Suite 200
Columbus, Ohio 43235**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Sanitary Capital Funds	55003-3460-1159-54-SF1405	\$1,600,000.00

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

Description

**WATER RECLAMATION FACILITY MASTER PLAN
(20% SBE PARTICIPATION/20.7% SBE ACHIEVED)**

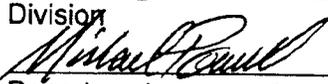
The Department of Water requests permission to enter into an Agreement with ARCADIS US, Inc. in the amount of \$1,600,000.00 for the Water Reclamation Facility Master Plan. The services to be provided consist of, but are not limited to: development of a site as-built, plant hydraulic and process models, Asset Management Plan, Energy Audit, a thorough review of odor control, IT, Gas Reuse, Standby Power, and non-potable water reuse, and preparation of the Facility Master Plan. The Facility Master Plan will serve as the basis for planning Water Reclamation Facility improvements and rehabilitation.

Three proposals were received for the above project on June 28, 2016. After evaluating the proposals, ARCADIS US, Inc. was chosen in response to the City's Request for Proposal (RFP No. 16031D). ARCADIS US, LLC had the best combination of experience, approach, expertise and resources to meet the Department of Water's objectives.

The Agreement is being funded using 2016 Sanitary Capital Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2018.

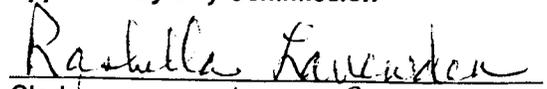
The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds, proposal tabulation, and a copy of the Agreement are attached.


 Division _____

 Department _____

 City Manager

Signatures/Approval

Approved by City Commission


 Clerk
 Date **November 9, 2016**

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this 17th day of November, 2016, between the City of Dayton, Ohio, ("City"), and ARCADIS US, Inc., a Delaware Corporation with an office at 100 East Campus View Blvd, Suite 200, Columbus, Ohio 43235 (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, The City desires certain professional services in connection with development of a Master Plan at the Water Reclamation Facility in the City of Dayton, Ohio; and,

WHEREAS, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and,

WHEREAS, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City's Water Department.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2018, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration of this Agreement shall not exceed ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00) for all services to be provided by Consultant pursuant to this Agreement as outlined in Attachment B, attached hereto and incorporated herein. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses of whatsoever kind and nature, to the extent such claims, losses, damages, or expenses are caused by Consultant or its agents, employees, contractors, sub-contractors, and representatives negligent or willful acts, errors, or omissions.

To the fullest extent permitted by law: (1) Consultant's liability to the City for all claims, losses, damages, and expenses resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Consultant under this Agreement; and, (2) neither party to this Agreement shall be liable to the other party for any special, incidental, indirect or consequential damages of any kind, that may result from this Agreement.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General liability insurance, having a limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, Workers Compensation and Employers Liability, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Consultant's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the City. Consultant, however, shall retain its right to restrict disclosure of Consultant's proprietary information contained in such policies in accordance with Article 8.

Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. CONFIDENTIALITY

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit Consultant's disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the City.

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

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

ARTICLE 10. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to submit a plan to the City.

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

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. 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 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.

C. COMMUNICATIONS

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

Consultant: ARCADIS US, Inc.
 100 E. Campus View Blvd
 Suite 200
 Columbus, Ohio 43235
 Attention: Mr. Jim Hays, Vice President

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

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

H. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

WITNESSED BY:

Peter M. Mabe

ARCADIS US, Inc.

By: Barry A. Orr
Its: Vice President

WITNESSED BY:

Gina Mabelitini

CITY OF DAYTON, OHIO

James Kleats
for City Manager
Date: 11-17-16

APPROVED AS TO FORM AND CORRECTNESS:

BM
City Attorney *BMF jim*

APPROVED:

Michael Pappas
Director, Department of Water

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

November 9, 2016

Min./Bk.: I-14 Page: _____

Rashella Lawrence
Clerk of the Commission

ATTACHMENT A SCOPE OF SERVICES

City: City of Dayton, Ohio
Project: Water Reclamation Facility Master Plan
Consultant: ARCADIS US, Inc.

This project consists of providing professional engineering services to prepare a Facility Master Plan for the Water Reclamation Facility (WRF). Dayton Water sits poised at the nexus of several major decisions that will impact the WRF for years to come. The decisions include flow, loadings, treatment processes for the liquid and solids streams, technology investments, asset management, knowledge management, operational efficiency and regulatory compliance. Major goals of this project include:

- Meeting impending nutrient National Pollution Discharge Elimination System (NPDES) limits
- What level of investment is needed to maintain or improve infrastructure, based on asset condition, capacity and criticality utilizing Dayton's existing Asset Management Approach
- Options for operating the WRF more efficiently
- Identifying technologies/innovations that Dayton could benefit
- Impact of additional flows from other municipalities

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

TASK 1.1 – KICKOFF MEETING

The Consultant shall conduct a Kickoff Meeting that includes the Consultant's key project personnel and Dayton Water staff to define lines of communication, protocol, and discuss goals and objectives of the project, provide expectations for Dayton Water staff, and review the scope and schedule for the project. The Consultant shall prepare and supply the meeting agenda and meeting notes.

The Kickoff Meeting shall present the vision of the entire master plan and process to all participating employees and engage their interaction with the vision and process. The objective is to introduce all employees to "WHAT" is being conducted and "HOW" their participation is critical for the success of the project. The most important message that shall be conveyed is "WHY" this Master Plan is being conducted and generating employee support and enthusiastic participation.

TASK 1.2 - INITIAL MEETINGS

The Consultant shall conduct interviews, as necessary, with the Facility Master Plan (FMP) team. The FMP team will be a mixture of Department of Water and Division of Water Reclamation staffs. The goals of the interview are to gain an understanding of Dayton Water's processes, procedures, and available data. The Consultant shall prepare and supply the agendas and meeting notes for the meetings. To gain an understanding on Dayton Water asset management requirements, the Consultant shall interview the Asset Management Leadership Team (AMLT).

TASK 1.3 - DATA REVIEW

The Consultant shall review relevant information, existing reports, model data, work order data and other related documents supplied by Dayton Water, including flow, operating data, operations and maintenance logs, GIS data, and Computerized Maintenance Management System (CMMS) data, relevant sections of existing reports and other related documents supplied by Dayton Water, including water quality, geotechnical soil borings and other relevant site information.

Specific information the Consultant shall review and evaluate includes: flow, process data and load trends, laboratory analysis from LIMS system, an existing Emergency Action Plan, WRF web based O&M Manual, Infor data tables (Dayton's CMMS), and existing GIS. The Consultant shall prepare a Data Review Report summarizing the existing data, any significant findings, and recommendations regarding additional data collection needs. The memorandum shall summarize flow and load trends.

TASK 1.4 - SET TARGET LEVELS OF SERVICE

The Consultant shall lead the development of a Level of Service (LOS) Statement to ensure proper performance of the WRF is identified, discussed, and agreed upon. The Level of Service Statement defines the way in which Dayton Water staff, managers, and operators desire the system to perform over the long term. The LOS statement draft document will be presented and molded at each of the kick-off and initial meetings. Levels of service will be established in every performance area of the plant including: Pumping, Preliminary Treatment, Liquid Stream, Solid Stream, Electrical, I&C, Odor Control, and support systems.

The Consultant shall conduct a workshop with AMLT and WRF staff to finalize the draft Level of Service Statement for review and comment by Dayton Water. In addition, the Consultant shall conduct a management workshop to discuss the draft Level of Service Statement and Dayton Water comments.

TASK 1.5 - FACILITY SITE VISIT

As part of this task, the Consultant shall arrange and attend a site visit to an advanced wastewater treatment facility jointly selected by Dayton Water staff and the Consultant for the FMP team. Three facilities shall be reviewed and one will be selected. The facilities shall be among the best-in-class for biological nutrient removal and asset management; in addition, provide a good model for Dayton Water to work towards as a result of the FMP.

TASK 1.6 - FACILITY MASTER PLAN GOALS AND OBJECTIVES

The Consultant shall develop functional requirements and planning criteria for the FMP against which the alternatives and scenarios will be measured. References to specific criteria should be annotated as well as assumptions used for anticipated future regulations. The Consultant shall prepare a technical memorandum summarizing the functional requirements developed and the anticipated future regulations and present the technical memorandum to Dayton Water's management and technical staff for review and comment. This document is expected to include:

- Project background and introduction
- Facility function description
- Flow and load projections
- Project scope, objectives, and operational philosophy
- Technical criteria (with justifications)
- Human factors criteria (work spaces/working conditions)
- Special criteria (if any)
- Regulatory requirements
- Financial constraints

The Consultant shall revise and resubmit the final technical memorandum after the resolution of all Dayton Water comments. The Consultant shall prepare and supply the meeting agenda and meeting notes.

TASK 2 - DEVELOP SITE AS-BUILT

TASK 2.1 - UPDATE SITE AS-BUILT

The Consultant shall update the baseline survey to which future projects and all geometrics will be referenced for development of the Plant GIS in Task 2.2. This includes:

- Reviewing existing construction as-built and record drawings for site utilities and buildings,
- Assimilating overall facility site as-built in AUTOCAD format, coordinating with FMP team the number of printed and electronic copies that need to be made available,
- Locating and verify critical elevations and establish a reference benchmark circuit for future construction,
- Locating and verify existing utilities, yard piping, surface improvements, structure corners and pertinent property corners,
- Field locating and identifying topographic details within an agreed upon boundary for the project site

The following steps shall be conducted to determine the most cost effective approach to accomplishing Task 2.1.

- Pilot Test 1: Consultant will schedule and work with Dayton staff to test Dayton's utility locating technologies. An 8 hour day of the Consultant's Project Engineer time shall be used to test the capabilities and effectiveness of Dayton's underground utility locating technology at the WRF site. Ground Penetrating Radar (GPR) and an additional locating technology of Dayton Waters will be used to attempt to trace a line selected at the plant to determine effectiveness of the technology.
- Pilot Test 2: Two 8 hour days of the Consultant's Project Engineer time shall use a buried utility locating subcontractor's GPR and/or electromagnetic or other non-invasive locating technologies to demonstrate their effectiveness at locating buried utilities.
- The AUTOCAD "Utilities Mapping Project" from 2009 described in the bullets above will be considered the current and best knowledge of the plant. Utility location confirmations will edit/adjust that AUTOCAD file.
- Upon completion of Pilot Tests 1 and 2. Consultant shall conduct a conference call with Dayton to suggest a "Utility Locating Plan" (to be agreed upon by Dayton) to locate buried utilities based on non-invasive technologies. The plan is anticipated to be a map marked with sequence of utilities to locate.
- Areas of question after execution of the Utility Locating Plan shall be presented to Water Reclamation staff and use of Dayton's in house hydro-excavation shall be considered for location confirmation.
- Located utilities will be surveyed and used to adjust the AUTOCAD "Utilities Mapping Project" from 2009
- It is anticipated to proceed with utility locating until the respective fee for these services is exhausted. Consultant will provide quotations for all subcontractors utilized in this task.

TASK 2.2 - PLANT GIS

Provide a complete Facility GIS System utilizing the site data, including building and structure footprints, connectivity and site piping information collected during the Site As-Built work. Plant GIS work will be coordinated with Water Department GIS coordinator and plant staff. All data will be projected in NAD State Plane Ohio South coordinate system. Provide files in standard ESRI file geodatabase format utilizing ESRI's local government information model scheme.

Consultant shall develop the GIS for spacial and feature information storage and access. Linking images and information stored elsewhere shall be an integral part of development of the GIS. The GIS shall tie to the Asset Management System developed as part of this project for buried assets outside buildings. This newly developed GIS shall be used to develop the InfoWorks hydraulic model. Consultant will coordinate training on use of Plant GIS for Water Reclamation staff.

TASK 3 - MODELING

TASK 3.1 - SEWER SYSTEM MODEL

Dayton Water is working with Emnet to monitor sewer system flows. Emnet data will be used to eventually calibrate the existing sewer system model. Dayton Water shall provide the Consultant with current data that is being used for model validation/calibration of the Dayton sewer system model. Consultant shall use rain/flow data from Emnet and system model as a supplement to plant flow data in development of flow projections for the WRF.

TASK 3.2 - DEVELOP PLANT HYDRAULIC MODEL

The Consultant shall collect data and develop a calibrated plant hydraulic model. The model shall include hydraulic profiles at various flow conditions. Hydraulic restrictions shall be identified and solutions considered as part of the FMP. The hydraulic model will be delivered to Dayton WRF at completion of the project. InfoWorks shall be used to develop the Plant Hydraulic Model.

TASK 3.3 - DEVELOP PLANT PROCESS MODEL

Calibrate and provide software updates to the current plant process model for use in identification of treatment bottlenecks, development and comparison of alternatives. The process model will be developed with sufficient detail to allow users to manipulate individual treatment trains where desired by the OWNER (i.e. individual treatment trains will be provided in the models). The model will be developed and calibrated to Level 2 standards, per Methods for Wastewater Characterization in Activated Sludge – Water Environment Research Foundation (WERF) 2003; for the Dayton Water WRF to simulate the existing facilities and then project performance under future design conditions. These simulations will assist in evaluation of process modifications to meet the anticipated future regulatory limits. In order for the Consultant to calibrate the model to Level 2 standards, a two week sampling campaign is required.

Consultant will conduct a one day site visit to the plant during review of the existing information. The purpose of the visit will be to review current operations, develop understanding of treatment processes at the plant, and to identify potential issues that need additional clarification or sampling. Locations for process sampling will also be verified during the site visit.

The Consultant will design a two-week intensive sampling effort to more accurately characterize the raw influent and primary effluent. The Consultant will meet with Dayton Water to discuss the extents of sampling prior to moving forward. The Consultant will work with Dayton Water to implement the intensive sampling. The Consultant will take the lead in collecting samples and sending them out for analysis. The Consultant shall recommend additional daily sampling that Dayton Water start collecting to support the model development.

Consultant shall update and calibrate the WRF GPS-X model. In addition, utilize the Hydromantis SimuWorks user interface that enhances Dayton's user interface with the software. Consultant shall not include any third party software costs with this proposal response. The City shall only evaluate professional service fees associated with implementation of the WRF GPS-X model and SimuWorks interface identified within this scope of services.

TASK 4 - DEVELOP ASSET MANAGEMENT PLAN

TASK 4.1 - DEVELOP ASSET REGISTRY

The Consultant shall develop an asset hierarchy compatible with Infor for the plant assets. In addition, the Consultant shall populate information required to complete the Asset Management Plan (AMP). The components included in this objective are as follows:

TASK 4.1.1 - DETERMINE LOWEST LEVEL OF ASSET TO BE GIVEN UNIQUE IDS

Based upon a review with AMLT and FMP team, of existing information, industry standards, interviews with staff, current Dayton Water workflow, Infor capabilities and Consultant experience, make recommendations on the lowest level of asset to be given unique IDs (i.e. dollar threshold, individual valves, etc.). Consultant shall provide best practices from industry guidance such as the International Infrastructure Management Manual (IIMM) and the ISO 14224 standard for equipment and maintenance data. Consultant shall provide example asset definitions from other utilities using Infor CMMS for Dayton Water to review.

TASK 4.1.2 - ASSET INVENTORY

Review asset hierarchy and inventory in Infor and conduct gap analysis. The asset register and hierarchy development will provide for the proper assignment of data attributes to support asset management best practices for maintenance and capital planning. The gap analysis will work to determine gaps in three main area, but not limited to:

1. Physical and Performance Attributes. These include traditional data associated with discrete assets (asset ID, name, manufacturer, model, serial, capacity, size, etc.). This assignment of asset type is a critical physical attribute and needs to be well defined within the overall structure. Consultant shall review existing assets defined in Infor and review with Dayton Water to modify and/or develop new Physical and Performance Attributes that support accurate capital planning and development of cost effective maintenance programs.
2. Financial Attributes. These include the install year and install cost data fields. The financial attributes support depreciation analysis and asset effective useful life evaluation.
3. Asset Management Attributes. These include the decision support data for consequence of failure, physical condition and performance condition. The asset management attributes support asset prioritization for capital planning and for the implementation of advanced maintenance approaches.

Consultant shall review findings in a meeting with the Dayton Water AMLT and summarize findings in a technical memorandum.

TASK 4.1.3 - DEVELOP ASSET HIERARCHY AND ASSET ID DEFINITION AND PROCEDURE

Consultant shall facilitate the development of a consistent hierarchy and asset identification definition across the WRF. Based on current asset hierarchy, asset ID, and data structure, develop recommendations for asset ID generation (i.e. intelligence level), data collection procedures, or ways to modify current procedures. Consultant shall provide multiple examples of hierarchy and asset identification creation best practices, including SOPs for maintaining the hierarchy to add, edit, and retire assets. Defined asset SOPs will aide WRF in understanding asset data workflows and procedures. The asset hierarchy will serve as the framework for evaluating assets and collecting data on those assets.

Consultant shall review findings in a meeting with the Dayton Water AMLT and summarize findings in a technical memorandum.

TASK 4.1.4 - DEVELOP DATA COLLECTION FORMS

Consultant shall develop a business process for implementation of real time asset data collection forms to be utilized for the asset inventory data collection on a tablet in the field for seamless data entry into Infor. Consultant will provide 5 field rated tablets with software installed. Consultant will coordinate training for Water Reclamation staff for the software and tablets. Dayton Water is exploring the use of MarshallGIS GeoKNX as the software platform for this effort. Consultant shall perform a functionality assessment to verify if MarshallGIS GeoKNX is the appropriate software platform for Dayton Water. Consultant shall make recommendations for other platforms if Marshall GIS GeoKNX is not selected as part of the functionality

assessment. Lastly, the Consultant shall supply options for bar coding, QR coding, or options for assets to link directly to Infor.

Consultant shall work with Dayton's AMLT and WRF staff teams to develop a data access and tagging system for ease of getting data from a piece of equipment in the field and making it available to a mobile device.

TASK 4.2 - PERFORM CONDITION ASSESSMENT

The objective of this task is to collect asset information utilizing the real-time asset data collection forms, and obtain a current assessment of both the physical and performance condition of assets through a combination of site visits and data review. Condition assessment shall support the risk based capital planning and provide long-term value for WRF O&M staff. Condition scores shall be established for the assets based on the physical condition and performance condition. The process assets included will be determined by consultant, FMP team, and the AMLT. Building assets, work spaces/working conditions, and facility electrical/I & C gear are to be included in the assessment (site work, structural, architectural, HVAC/plumbing, electrical, instrumentation) as well. Dayton Water staff will accompany Consultant staff during the assessment. The Consultant is to train the Dayton Water staff on the condition assessment process. The tasks included in this objective are as follows:

TASK 4.2.1 - DEVELOP ASSESSMENT PLAN:

Consultant shall work with Dayton Water to develop assessment tiers and approaches which cover all the assets and operating conditions at the WRF.

- Develop an assessment plan by asset class, including inspection requirements, testing to be conducted, scoring procedures and forms which align the asset approach with the consequence of failure (COF) at the asset level.
- Standardized Condition Scoring shall be developed following best practice recommendations from the International Infrastructure Management Manual (IIMM). The standards will cover all assessment types, apply to all asset categories and evaluate all potential failure modes. The Consultant shall develop final categories and scoring for complete physical and performance condition assessment.
- Physical Condition and Performance Condition shall be defined. The Physical Condition shall represent the mortality failure mode and measure the current state of repair and operation of the equipment. The Physical Condition can be determined by visual assessment alone or in combination with predictive mechanical and/or electrical testing. Performance Condition shall represent three failure modes (capacity, efficiency, and level of service, including regulatory). Performance testing can be determined in multiple ways including: capacity testing, other mechanical /electrical tests, discussions with staff and review of historical maintenance and operational data. Consultant shall recommend improvement to Water Reclamation predictive maintenance equipment/procedures.

Consultant shall provide two (2) workshops to develop, review, and finalize the Assessment Plan.

TASK 4.2.2 - CONDITION ASSESSMENT OF PLANT ASSETS:

A collaborative approach, which fully integrates Dayton Staff throughout all aspects of the condition assessment, shall be performed. It is anticipated that four elements will be considered in the Condition Assessment.

- Performance Scoring. Consultant shall incorporate the process and hydraulic analysis from the master planning, historical maintenance data and additional staff interviews to develop the performance condition

scoring. The results shall be reviewed with Dayton and adjust as necessary based on comments. Where data and analysis are insufficient Consultant shall provide recommendations for cost-effective approaches to gather or estimate the required data.

- Pilot Field Assessment and Workshop. Consultant shall conduct an initial pilot using one process area at the WRF to validate the assessment criteria and scoring for physical condition. Consultant shall review the pilot results with Dayton staff and optimize the assessment plan and data collection forms based on lessons learned. Consultant shall also work with Dayton staff to validate the data transfer to Infor for the pilot area.
- Full Field Condition Assessment. Consultant shall lead multi-disciplinary teams (structural, electrical, I&C, process-mechanical, HVAC, site and architectural) to complete the full field work for physical condition assessment. Consultant shall provide full QA/QC of all results as they are returned from “the field”.
- Results Review Workshop. Consultant shall analyze the physical and performance assessment data to identify and rate the potential failure modes and conduct a review workshop with Dayton. This workshop shall validate the available redundancy for each equipment group and WRF process to support the risk assessment and prioritization.

TASK 4.2.3 - DETERMINE ASSET RESIDUAL LIFE:

The Consultant shall establish an estimated remaining service life for each asset based on install date, manufacturer’s published literature (where available), industry standards and reference material, engineering judgment, operator input and experience with the system, service history and condition assessment. Information shall be entered into Infor for each asset.

TASK 4.2.4 - SUMMARIZE FINDINGS:

The Consultant shall provide a technical memorandum summarizing condition assessment findings. The memorandum shall include analysis by asset class (plants, plant, plant process, etc.). In addition, the Consultant shall indicate the top priorities based on findings. The findings shall be presented and reviewed in a workshop. The Consultant is to include the data collected by Dayton Water staff. It is anticipated that the Consultant shall provide the results to produce multiple condition profiles:

- By asset hierarchy: rolls up condition results from the asset level to the full treatment process and provides a high level view of where investment can be targeted and where maintenance practices could potentially be altered to extend asset life.
- By asset class and type: helps to identify where a programmatic approach to a large population of similar assets (e.g. MCCs, HVAC equipment, chemical pumps, etc.) could be cost effective.
- By failure mode: helps to identify where broader improvements across multiple processes are warranted to address larger issues such as capacity bottlenecks and future regulatory needs. Also helps to identify gaps in maintenance practices to address reliability.

Consultant shall provide a technical memo that captures all data updates, including follow-on data collection by Dayton staff, and any revisions to the assessment methodology based on lessons learned. The results shall provide a solid foundation for the risk assessment and CIP development in future tasks.

TASK 4.3 - OPERATION AND MAINTENANCE REVIEW

The Consultant shall review current Dayton Water maintenance and operation plans based on the proposed level of service and recommend modifications. Consultant shall job shadow operations staff to better understand the nuances of the Dayton WRF. Lastly, Benchmarking provides Dayton the opportunity to optimize cost and performance. Consultant shall provide benchmarking information published by AWWA plus additional benchmarks across a broad range of industries based on reliability centered maintenance (RCM) principles. Consultant shall provide:

- Key Performance Indicators (KPI's) for Benchmarking. Consultant shall assist Dayton to select industry recognized KPIs to evaluation in six critical areas of RCM excellence: results, quality, cost, efficiency, productivity, and organization.
- Value Analysis to Identify the Most Effective Improvements. Consultant shall assist Dayton in determining the cost-benefit of performance of improvement to select those areas with the highest value. Any updates to Infor necessary to implement improvements will be considered in the analysis.
- Implementation Workshop and Technical Memo. Consultant shall present recommendations and assist Dayton in developing an implementation strategy.

The review and benchmarking shall provide the necessary detail to incorporate current and future operations and maintenance strategies to the overall risk evaluation to select the most effective approach to improve performance. The Consultant shall present recommendations in a workshop and summarize in a technical memorandum.

TASK 4.4 - DETERMINE LIFE CYCLE AND REPLACEMENT COSTS

Prepare an opinion of probable cost to repair or replace each asset. The opinions of cost will be planning level. Using the "top down" approach, opinions of cost will be developed for each asset block and will include all work assumed for full replacement of the asset. Consultant shall utilize the standards of AACE International and provide a consistent, repeatable methodology for "top-down" estimates to support the 5-year capital plan and the long-term 25-year financial forecast.

TASK 4.5 - DETERMINE BUSINESS RISK

This project focuses on the business risk specifically related to plant assets. The Consultant shall review the current WRF risk model for use in this step. The Consultant shall recommend modifications if needed and coordinate with the AMLT. Based on the modified tool, including consequence of failure and likelihood of failure scores, the Consultant shall:

- Populate the scoring system (matrix) to rank assets based on their probability of failure. Consider physical, performance, operation and maintenance, mechanical, electrical and other factors as appropriate.
- Populate the scoring system (matrix) to rank assets based on the impact their failure would have on the system's ability to meet the desired level of service (consequence of failure). Consider remaining useful life, protection of public health and welfare, importance of the asset to operation of the system, and redundancy or lack thereof.
- Combine the probability of failure and consequence of failure at the asset class level scoring into the Business Risk Evaluation (BRE) score.
- Work with Dayton Water staff to implement the risk evaluation model in the Infor asset analysis tool.
- Rank assets in order of importance (priority) based on a BRE score.

- Using a reliability centered maintenance approach, classify maintenance, renewal and replacement recommendations for each asset (run to failure, preventative maintenance, predictive maintenance, etc.). Coordinate a workshop/training for Water Reclamation staff on reliability centered maintenance.
- Likelihood of Failure, Consequence of Failure, and Redundancy Factor shall be developed and utilized.
- Develop a technical memorandum summarizing scoring, findings and recommendations.
- Review the scoring, findings and recommendations in a workshop.

TASK 4.6 - OPTIMIZE INVESTMENTS

Consultant shall develop a detailed plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 5 years into the future. The plan shall detail the capital requirements and O&M requirements by asset class by year. In addition, the Consultant shall develop a high level plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 25 years into the future. The plan shall detail the capital requirements and O&M requirements by asset class by year. Compare the plan to the current operating budget.

TASK 5 - ENERGY AUDIT

TASK 5.1 - ENERGY SURVEY AND ANALYSIS

Perform a campus-wide Level 2 Energy Audit generally in accordance with ASHRAE Procedures for Commercial Building Energy Audits, Second Edition (2011), but customized to the nature of the facility (i.e., wastewater treatment versus commercial buildings). Consultant shall utilize and review electronic operating records for the two most recent years.

Consultant shall conduct an on-site audit of the facility to evaluate operations, interview operating personnel, and obtain other necessary data. It is anticipated that two (2) full days on-site will be required. No meters or logging equipment is anticipated. The audit shall rely solely on operating and energy use data that has already been recorded, can be provided by staff, can be obtained through SCADA, or can be measured using spot measurements during the on-site audit. An energy use pie chart shall be generated to highlight areas with the greatest opportunity for potential savings.

Consultant shall input the required data into EPA Energy Star Portfolio Manager, or similar benchmarking tool(s), for assessment of current energy usage and internal and external benchmarking. Energy usage will also be compared against anticipated energy usage for a plant of similar size and treatment configuration to WRF based on data provided in the Water Environment Federation Manual of Practice 32. These tools and associated metrics can be built upon to monitor ongoing improvement as projects and operational changes are undertaken and to serve as indicators of process performance, highlighting changes in performance that may indicate the need to replace or modify equipment or operations.

Consultant shall evaluate opportunities for energy savings and energy cost reduction for electricity, natural gas or fuel oil and, appropriate, vehicle fuel. Specific ECM's include:

- Wet stream treatment processes.
 - Installation of VFDs, replacement of older VFDs, or adjustment of VFD setpoints on pumping, mixing and aeration systems to better match actual operating conditions.
 - Installation or right-sizing of fine bubble diffusers, blowers and control equipment (DO meters, NH4 analyzers, ORP analyzers, etc.) to improve efficiency of aeration systems.

- Assessment of equipment performance relative to design conditions to determine maintenance or replacement needs.
- Assessment of current use of storage/equalization for pumping systems and compressor air.
- Assessment of operating protocols and identification of opportunities to reduce electrical demand through manual or automated staging of intermittent operations.
- Assessment of biological process to determine if modifications can be made to provide energy or chemical savings (e.g. replacement of mechanical mixing with high-efficiency or pulsed air mixing, enhanced control of anoxic and aerobic zones, implementation of alternate carbon sources or enhancement of nutrient removal, etc.).
- Solids handling processes.
 - Assessment of septage receiving and treatment procedures to identify opportunities for energy efficiency improvement.
 - Assessment of solids handling processes to identify opportunities for savings through improved digestion or improved dewatering.
- Building systems.
 - Assessment of existing lighting and consideration of replacement with more efficient lamps or additional lighting controls.
 - Evaluation of design conditions for HVAC equipment and odor control systems versus actual operating conditions and consideration of equipment modification, operational modification, or adjustment of set points.
 - Assessment of heating and cooling requirements including efficiency of the systems, space heating, space cooling, set points, and night or weekend set-backs.
 - Evaluation of the feasibility of effluent heat recovery/cooling.
- Screening level assessment of on-site generation.
 - Assess the technical and economic feasibility of an on-site photovoltaic array or small hydrokinetic electrical generation.
 - Assess site-specific grid interconnection issues.
 - Identify available funding sources and develop an economic analysis for the installation.
 - Assess the feasibility of re-activating or upgrading anaerobic digestion facilities to reduce solids handling and disposal costs, create opportunity for revenue through tipping fees, and enable on-site generation of electricity using biogas.
 - Assess the opportunity to leverage on-site generation to improve overall resiliency and reliability. Consider the potential role for backup generation.
- Demand control.
 - Assess demand reduction through operational modification or automated demand control.

- Peak load shedding through use of backup generation including an assessment of permitting and operational implications of doing so.

For each measure that is determined technically feasible, an opinion of probable construction cost, an estimated energy savings, and economic analysis (e.g., return on investment or simple payback) will be prepared. Cost estimates will be consistent with AACE Class 4 Construction Cost Estimates (which are -25% to +40%). Available funding opportunities that can be utilized for implementation of the projects (e.g., utility incentives, grants, etc.) will be identified and considered as will alternative project delivery models that may be available.

Consultant will develop a Draft Technical Memorandum Report that describes the completed Energy Conservation Measures (ECMs) recommendations. In addition, ARCADIS will identify possible data gaps and provide recommendations on additional metering or process monitoring that can be performed to facilitate ongoing implementation of energy efficiency improvements. This technical memo shall be presented in a workshop with Dayton and finalized thereafter.

TASK 6 - SPECIAL CONSIDERATIONS

TASK 6.1 - ODOR CONTROL

In 2014, Dayton Water completed an Odor Control Master Plan with Webster Environmental. The Consultant shall review this plan and its recommendations and include recommendations and/or modified recommendations in the alternatives and scenarios for consideration by Dayton Water.

TASK 6.2 - ADDITIONAL ITEMS:

The Consultant shall include a review of following items and include recommendations in the overall plan regarding alternative scenarios and their impact on the facility's operation.

- Information Technology – Review existing hardware and software systems. Recommend upgrades and potential opportunities for reuse of existing assets. Consider options for implementation of handheld devices and dispersed data access and upload. Assess interface with SCADA and existing archival systems.
- Gas Reuse – Specifically review digester gas reuse and cogeneration facility and recommend facility/operational needs or modifications.
- Redundant and Standby Power – Evaluate dual power feeds, onsite generation, and backup power for recommended plan for operating the WRF during power outages. Review existing standby power procedures for possible improvements.
- Non-Potable Water Reuse – Consider opportunities for usage both internal and external to the facility. Examine existing non-potable water system and recommend upgrades required to match the level of service identified by usage opportunities.

TASK 6.3 – NUTRIENT REMOVAL EVALUATION AND RECOMMENDATIONS:

The Consultant shall evaluate the facilities ability to meet impending nutrient regulations and recommend the most reliable and cost effective nutrient removal option for Dayton Water Reclamation Facility. The recommendation will be delivered in the form of a technical memorandum, detailing options evaluated/modeled and reasons why each option was or was not selected. This technical memorandum will be used as our Status Report submission to the Ohio EPA in February of 2017 and must be in a suitable format. The following items will be included in the evaluation:

- Coordinate chemical phosphorus removal bench trials. Consultant will coordinate with owner chemical trials to evaluate the effectiveness of the following chemicals for phosphorus removal: Ferric Chloride, Sodium Aluminate, Poly vinyl aluminum chloride (PACL) and Alum.
- Use plant model to investigate existing plant for controlling the plant's effluent nitrogen concentrations and make recommendations for improvements to control nitrogen effluent concentrations.
- Model use of existing facilities for biological phosphorus removal. Use plant model to reconfigure existing tankage for phosphorus removal.
- Examine and provide an evaluation of nutrient recovery methods.
- Develop budgetary numbers for both capital and O&M, and prepare a life-cycle cost analysis.

Task 6.4 – Western Regional Water Reclamation Facility Evaluation and Recommendations

The consultant shall evaluate the potential to accept wastewater flows of Western Regional Water Reclamation Facility at the Dayton Water Reclamation Facility. Western Regional Water Reclamation Facility (Western Regional) discharges to the Great Miami River at River Mile 71.48. Western Regional is an advanced treatment facility with an average design flow of 20.0 MGD originally constructed in 1978. Western Regional provides service to all or part of Moraine, West Carrollton, Kettering, Miamisburg, Centerville, Miami Township, Washington Township, and Jefferson Township. The recommendation will be delivered in the form of a technical memorandum, detailing options evaluated/modeled and reasons why each option was or was not selected. The following items will be included in the evaluation.

- Determine the necessary collection system upgrades for conveyance of current flows from Western Regional WRF to Dayton WRF.
- Provide Dayton WRF system considerations and necessary upgrades for treatment of flows and loadings
- Provide a recommendation of staffing levels for operation and maintenance if Western Regional wastewater flows were accepted at Dayton WRF.
- Provide an evaluation of treatment cost impacts to Dayton WRF
- Provide an evaluation and recommended options for handling wet weather/high flow situations
- Examine and provide an evaluation of regulatory impacts for the consolidation

TASK 7 - ANALYSIS AND REPORT DEVELOPMENT

TASK 7.1 - ANALYSIS

The Consultant shall develop and conduct an analysis of alternatives that accomplish the technical goals and objectives (including level of service) of the FMP. Alternatives shall be categorized by driver: Infrastructure, Efficiency, or Regulatory. Evaluate schedules, minimize construction and life-cycle cost, incorporate important social and environmental benefits, and/or improve coordination between projects while considering cash flow, site utilization, risk reduction, reliability, and plant operability during construction.

The Consultant shall lead a meeting with the FMP team to develop the evaluation criteria, including the Triple Bottom Line and sustainability, and weighting factors that will be used to analyze all alternatives. The Consultant shall initially evaluate alternatives in ten (10) areas – pumping, preliminary treatment, liquid stream, solid stream, electrical and stand-by power, instrumentation and control, odor control, support systems, gas reuse, and non-potable water.

Coordination and brainstorming meetings shall be conducted with the FMP team during the analysis of the alternatives in the ten (10) areas. The alternatives shall include input from previous efforts, including modeling, asset management based recommendations, energy audit recommendations, special considerations, levels of service and goals and objectives. A technical memorandum shall be prepared for each of the ten (10) areas that shall present the alternatives and the associated operational strategies used to form scenarios for Dayton Water's review and comment. These technical memoranda shall include Level 5 estimated construction costs and life cycle costs for each alternative presented. Upon receipt of Dayton Water's comments, the Consultant shall lead up to ten (10) meetings with Dayton Water staff regarding the reconciliation of comments and the upcoming development of scenarios.

Considering the alternatives, the Consultant shall prepare a draft set of scenarios that include paired recommendations across all areas based on potential situations that may occur in the future. While the scenarios are being developed and analyzed, the Consultant shall further coordinate the operational strategies with Dayton Water staff. The consultant shall finalize scenarios in a workshop with Dayton Water staff.

After the development of the scenarios, the Consultant shall prepare an Alternative Analysis Report summarizing the results of the investigation including an overview of the scenarios considered in sufficient detail so that recommendations can be made. With the submittal of the official deliverable, the Alternative Analysis Report shall include the executive summaries from technical memoranda prepared for the ten (10) areas and conceptual-level estimated construction costs and life cycle costs for each of the proposed projects within the scenarios of alternatives.

The Consultant shall conduct a workshop to present the draft Alternative Analysis Report to Dayton Water's management and technical staff for review and comment. The Consultant shall revise and resubmit the final Alternative Analysis Report upon resolution of all comments. The Consultant shall prepare and supply the meeting agenda and meeting notes.

TASK 7.2 - FINANCIAL ANALYSIS

Consultant shall prepare the Master Plan in a format that is compatible with Dayton Water's Proforma so that an affordability review can be completed until an affordable Plan is established. Consultant shall include the financial planning and affordability analysis and integrate this step into the Master Plan process. To determine a final plan, the proposed levels of service may need to be adjusted.

Consultant shall utilize the financial model that was prepared as part of the recent rate study for Dayton Water to identify an annual capital spending plan that Dayton deems to be affordable. This will be accomplished in a workshop with Dayton Water management and staff. This work shall be completed while the engineering evaluation and preparation of the Master Plan elements are ongoing.

Second, the annual capital spending plan that is developed by the financial team will be conveyed to the engineering team so that the Master Plan improvements can be sequenced and phased in such a manner as to fit with the annual capital spending plan that Dayton Water deems to be affordable. Completing these steps (in this way) will improve the efficiency in preparation of the Master Plan and reduce the amount of back-and-forth steps. Finally, Consultant will facilitate a meeting with Dayton Water executive management and staff to confirm that the proposed Master Plan is implementable and affordable from a financial perspective.

TASK 7.3 - CONCEPTUAL IMPLEMENTATION PLAN

The Consultant shall prepare an execution plan for the recommended scenario of alternatives that provides the schedule, sequencing, and packaging of projects from design through construction as developed through criticality and condition, cost and cash flow, individual project durations (including construction) and necessary predecessors,

project tie points, site utilization and plant operability during construction. An execution plan for addressing these items shall be developed by the Consultant and presented to Dayton Water staff for input and approval. Four (4) meetings/workshops are assumed. The Consultant shall prepare and supply the meeting agendas and meeting notes from each of these meetings.

TASK 7.4 - FACILITY MASTER PLAN

The Consultant shall prepare a written FMP presenting the results of the above tasks. In addition to the above, the plan shall recommend staffing requirements, condition assessment frequency, and implementation schedule. The plan shall include a review and recommendation on software, specifically database/data management support tools to support the FMP implementation. A minimum of one draft FMP shall be submitted for review. Due to the expansive nature of the FMP, more than one draft may be needed to arrive at a final iteration. Revise the FMP in response to all comments from all iterations and submit up to 15 copies of the final plan. Electronic copies of the plan shall also be submitted in both Word (.docx) and Adobe (.pdf) file formats.

Consultant will conduct a minimum of one meeting to review the draft FMP with Dayton Water and receive comments. The Consultant will also conduct a "Lessons Learned" meeting to ensure future FMPs are conducted as effective and efficiently as possible.

ATTACHMENT B

City: City of Dayton, Ohio
Project: Water Reclamation Facility Master Plan
Consultant: ARCADIS US, Inc.

COMPENSATION

TASK	DESCRIPTION	FEE
1	Project Management and Administration	\$ 200,700.00
2	Develop Life As-Built	\$ 207,300.00
3	Modeling	\$ 105,000.00
4	Asset Management Plan	\$ 275,400.00
5	Energy Survey and Analysis	\$ 36,100.00
6	Special Considerations	\$ 232,000.00
7	Alternative Analysis and Report	\$ 347,000.00
	Subtotal	\$ 1,403,500.00
	Contingency @ 14%	\$ 196,500.00
TOTAL		\$ 1,600,000.00



City Manager's Report

4

From **3470 - Water/Environmental Protection**

Date **April 8, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$162,277.00 (thru 12/31/2021)**

Name **Harrison Township**

Address **5945 N. Dixie Dr.
Dayton, Ohio 45414**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Source Water Protection	53997-3470-1271-55	\$80,335.00
2021 Source Water Protection	53997-3470-1271-55	\$81,942.00

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

Description

HARRISON TOWNSHIP SOURCE WATER PROTECTION AGREEMENT

The Department of Water requests permission to enter into a Professional Services Agreement with Harrison Township, in the amount of \$162,277.00 for technical and economic development services in association with the City of Dayton's Multi-Jurisdictional Source Water Protection Program. These efforts are essential for the continued protection of the region's drinking water supply.

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

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

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

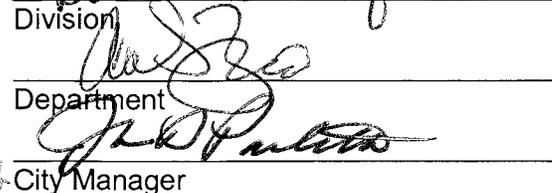
A Certificate of Funds and a copy of the Agreement are attached.

 for MDS

 Division

Signatures/Approval

Approved by City Commission



 Department

 City Manager

Clerk

Date

AGREEMENT FOR SOURCE WATER PROTECTION

This **AGREEMENT FOR SOURCE WATER PROTECTION** ("Agreement") is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and Harrison Township - Montgomery County, Ohio, a civil township in and of the State of Ohio ("Contractor").

WITNESSETH:

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

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

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

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

ARTICLE 1. TERM

The Agreement shall commence January 1, 2020 and shall terminate upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier. Upon the approval by the Multi-Jurisdictional Source Water Protection Board ("Board") and the availability of funds, the City and Contractor may mutually agree to extend this Agreement for two (2) additional terms of 24-months.

ARTICLE 2. SERVICES

A. Scope of Services

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

B. Reporting Requirements

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

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement by the City shall not exceed ONE HUNDRED SIXTY TWO THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS AND ZERO CENTS (\$162,277.00). If the City and Contractor mutually agree to extend this Agreement for additional terms as described in ARTICLE 1 of this Agreement, a two (2) percent increase in compensation will be allowed for each year that that Agreement is extended.

The City will make payments in accordance with Attachment B, which is attached hereto and incorporated herein. Contractor shall submit invoices for payment only for Services actually performed and/or provided. Contractor's invoices shall state the invoice period, total amount requested, and Services provided and/or performed during the invoice period, as required by the Board.

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

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

ARTICLE 7. INSURANCE

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

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

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

Any termination, alteration, or modification of this Agreement shall not relieve the Contractor of any liability to the City of damages sustained by any breach by the Contractor. The City will be under no further monetary obligation or commitment to the Contractor. The Cities may, in its sole discretion, terminate this Agreement at any time upon providing thirty (30) days written notice to the Contractor.

ARTICLE 10. RECORDS TO BE MAINTAINED

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

Contractor: Harrison Township
5945 N. Dixie Drive
Dayton, Ohio 45414
Attention: Justin Olszewski

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

Contractor acknowledges that its employees and any other persons retained or hired by the Contractor are not the City’s public employees. City shall not be responsible for any payment or other duties required by the Ohio Public Employees Retirement System (“OPERS”) for Contractor’s employees or persons retained or hired by Contractor. Contractor shall be solely responsible for any contributions or obligations concerning OPERS that arise from the performance of this Agreement.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

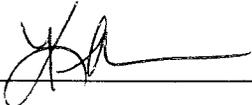
This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

CITY OF DAYTON, OHIO

HARRISON TOWNSHIP, OHIO

City Manager

By:  _____
Title: ADMINISTRATOR

**APPROVED AS TO FORM
AND CORRECTNESS:**

**APPROVED BY THE HARRISON
TOWNSHIP TRUSTEES ON:**


City Attorney

Clerk of the Township Trustees

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

_____, 2019

Min. /Bk. _____ Page _____

Clerk of the Commission

**ATTACHMENT A
TO
AGREEMENT FOR SOURCE WATER PROTECTION**

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

SCOPE OF SERVICES

Harrison Township ("Township") will assist with the environmentally sound development of the Source Water Protection Area ("SWPA") and Water Resources Area ("WR") land within the Township through the administering of the Source Water Protection Program ("SWPP"). Township shall administer requirements relating to but not limited to the following activities:

1. Township shall act as a liaison with, and educate, the commercial real estate community concerning the SWPP and financial incentives for groundwater friendly businesses in the SWPA and WR. Township shall distribute marketing, financial incentives, and informational materials aimed at retaining and recruiting new groundwater-friendly businesses in the SWPA and WR. Township shall include SWPP information on the Township's website.
2. Township shall assist Public Health Dayton & Montgomery County ("PHDMC") in identification of potential inventory sources in the WR. Further, Township shall assist in identifying businesses and uses that are defined as prohibited with respect to the Zoning Ordinance. Township shall maintain an active inventory of business sites and vacant sites located in the SWPA, including property owner and business owner. Township shall inform PHDMC of any changes.
3. Township shall conduct retention, expansion, and SWPP compliance visits with existing and new businesses in the SWPA and WR and ensure that businesses are knowledgeable with the SWPP and Harrison Township requirements. Update PHDMC within 30 days of existing site visits and inform PHDMC immediately of new businesses so a SWPP inspection can be scheduled.
4. Township shall assist the City of Dayton, Division of Environmental Management ("DEM") in obtaining access, including right-of-ways, to property outside the City of Dayton limits in order to install, maintain, and monitor Early Warning Monitoring Wells.
5. If a business is determined to be non-compliant relative to zoning/occupancy permit requirements or with SWPP requirements, including but not limited to facilities who have received funding through the Risk Point Buy Down Program, Township shall take steps to correct the non-compliance(s). Township shall ensure that follow up documentation identifying deficiencies are sent to the non-compliant facility. Township shall pursue additional enforcement actions in necessary. Township shall include any enforcement related correspondences/actions in annual report.
6. Township shall attend Source Water Protection Board (Board) and Pre-Fund Board meetings. For Board-funded projects in the SWPA and the WR, Township shall work with residents, businesses, contractors, PHDMC, DEM, and CityWide Development on any Board-funded project in the SWPA and the WR to ensure all conditions on the funding are met. Township shall work cooperatively with PHDMC to provide annual updates to the Board regarding the status of Board-funded projects within Harrison Township jurisdiction and include in annual report. Township shall make presentations as necessary. Township shall attend and participate in at least one DEM / Board sponsored financial marketing event per year. Also, Township shall attend and participate in Multi-Jurisdictional meetings.
7. Township shall attend and participate in meetings of the PROGRESS committee and publication of PROGRESS News. Township shall compose at least 1 short article for 1 issue for every two years of the PROGRESS News.

8. Township shall assist and participate in the annual Children's Groundwater Festival.
9. Township shall assist DEM and PHDMC in promoting sustainable practices and groundwater protection measures for businesses in the SWPA and the WR. Provide links to the County's DRG3 and to DEM's Blue-Gold Certification on Harrison Township's website.
10. For 2020, support and work with PHDMC and DEM toward the development and enactment of an appropriate Zoning Code which reflects Dayton's Zoning Code, Water Ordinance and Resolution No. 6125-15. Have the legislation approval of Riverside Council by November 2020 and include update to Board in Annual Report due to the Board in February 2021.
11. Township may be required to conduct additional services, as required by the City, to satisfy the intent of the Agreement for Professional Services.

WORK PROGRAM DELIVERABLES

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

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

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

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

**ATTACHMENT B
TO
AGREEMENT FOR SOURCE WATER PROTECTION**

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

**ESTIMATED BUDGET
2020 Source Water Protection Agreement**

Year 21 – Calendar 2020

Personnel	
Salary and Benefits	\$ 77,035.00
Operating Expenses	
Mileage	\$ 1,800.00
Supplies	<u>\$ 1,500.00</u>
Total Amount for 2020	\$ 80,335.00

**ESTIMATED BUDGET
2021 Source Water Protection Agreement**

Year 22 – Calendar 2021

Personnel	
Salary and Benefits	\$ 78,642.00
Operating Expenses	
Mileage	\$ 1,800.00
Supplies	<u>\$ 1,500.00</u>
Total Amount for 2021	\$ 81,942.00

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



City Manager's Report

From **2360 - Planning & CD / Mediation Center**

Date **April 8, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$52,000.00 (thru 3/31/2022)**

Name **Jessica Best**

Address **597 Douglas Way
Tipp City, Ohio 45371**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Mediation Center	16702-2360-1159-33	\$52,000.00

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

Description

DAYTON MEDIATION CENTER PROFESSIONAL SERVICES AGREEMENT — JESSICA BEST

The Department of Planning and Community Development is requesting approval to enter into a Professional Services Agreement in the amount of \$52,000.00 with Jessica Best to provide professional support services for the Dayton Mediation Center. This Agreement enables the Dayton Mediation Center to maintain community mediation services as existing staff expand services to the community.

This Agreement shall commence upon execution and it shall terminate on March 31, 2022.

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

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

Signatures/Approval

Approved by City Commission

Division *John K. ...*
 Department *...*
 City Manager *...*

Clerk _____

Date _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into this ___ day of _____, 2020 between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and JESSICA BEST, 597 Douglas Way, Tipp City, Ohio 45371. ("Consultant").

ARTICLE I. SCOPE OF SERVICES.

Consultant shall provide ongoing professional support services for the City's Dayton Mediation Center (DMC) Prison Mediation Project, Workplace Teambuilding, and provide such other miscellaneous general professional support for other DMC projects, as specified in Attachment A, which is attached hereto and incorporated herein ("Services").

ARTICLE II. TERM OF AGREEMENT.

This Agreement shall commence upon execution by the City, and shall terminate on March 31, 2022.

ARTICLE III. PAYMENTS TO CONSULTANT.

The City shall pay Consultant a sum not to exceed FIFTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$52,000.00) for all Services provided pursuant to this Agreement.

Consultant shall be paid the sum of TWENTY-ONE DOLLARS AND ZERO CENTS (\$21.00) per hour for the Services actually performed in accordance with this Agreement. Consultant shall submit an invoice, not more frequently than monthly, for payment. Said invoice(s) shall state the total amount requested, the number of hours actually devoted to the performance of the Services during the invoice period and provide a listing of the Services provided during the invoice period. Consultant shall also provide such other information and documentation as the City may request to substantiate any invoice submitted. All invoices shall be verified by appropriate City staff prior to payment. Unless disputed, the City shall tender payment of the approved invoice(s) within thirty (30) days from receipt.

ARTICLE IV. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

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

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

ARTICLE V. INDEMNIFICATION AND INSURANCE.

Consultant shall defend, indemnify and save harmless the City, its officers, employees, and representatives from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees) of every kind whatsoever by reason of, arising out of, or in any way connected with the performance or non-performance of this Agreement and/or Services, including any alleged violation by Consultant of any federal, state or local law, regulation or order.

Throughout the entire term of this Agreement, Consultant shall maintain the following insurance with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best:

- a) Professional Liability Insurance, with a \$500,000.00 annual aggregate;
- b) Automobile Liability Insurance, with a combined single limit of \$100,000.00 for each occurrence and \$300,000.00 in the aggregate, which policy shall contain the requirement that it cannot be canceled without a minimum of thirty (30) days written notice to the City.

Consultant shall procure and maintain Workers' Compensation Insurance in such amounts as required by law. Upon execution of this Agreement, Consultant shall furnish to the City certificates and/or proof of each form of insurance required by this Article. Upon request, Consultant shall furnish complete copies of the policies of insurance.

ARTICLE VI. INDEPENDENT CONTRACTOR.

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

Consultant, its employees and any person retained or hired by Consultant to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of his employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

ARTICLE VII. TERMINATION.

This Agreement may be terminated by either party upon giving written notice of termination to

the other party at least thirty (30) days prior to the effective date of such termination. If this Agreement is terminated, the City shall not be obligated to pay for any Services performed by Consultant subsequent to the effective date of termination.

ARTICLE VIII. GENERAL PROVISIONS.

A. Amendment or Modification

City or Consultant may request to amend or modify this Agreement, but such amendment or modification shall not be effective unless it is reduced to writing, referencing this Agreement, and is executed by a duly authorized representative of City and Consultant, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration

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

C. 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.

D. Waiver

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

E. Meetings and Evaluation

Consultant shall attend all necessary meetings to insure the continuity of Services is maintained, which includes attendance of weekly status meetings. Consultant shall also meet with the City at such other times requested by the City to review and discuss performance of this Agreement and/or Services required hereunder. Consultant shall cooperate with the City in all respects concerning the review and monitoring of Consultant's performance of the Services under this Agreement.

F. Notice/Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, by certified mail or first class U.S. mail, postage pre-paid, to the Consultant's addresses first set forth above, and to the City at the following address:

Attention: Dayton Mediation Center Manager
City of Dayton
Department of Planning and Community Development
101 W. Third Street, P.O. Box 22
Dayton, Ohio 45402

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

G. Records

Consultant shall maintain records related to the Services to be provided hereunder, including such records reflecting the number of hours expended in the performance of such Services. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records related to this Agreement. Consultant shall also permit the City to audit, examine and make excerpts or transcripts from such records and other documents pertaining in whole or part to matters covered by this Agreement.

H. Ownership of Documents and Work Product

All documents, research, analysis, compilations of data and work product prepared by Consultant as part of the Services, which are not of a confidential nature, shall become the property of the City upon payment. Additionally, all documents, research, analysis, data and other information furnished by the City to Consultant to assist in the completion of the Services shall remain the sole and exclusive property of the City.

I. Reports

Consultant will prepare and submit quarterly reports to the City's Department of Planning and Community Development's Division of Citizen Participation/ Dayton Mediation Center. These quarterly reports will provide a detailed summary of the Services and projects, and shall include hours worked and type of services provided or activities performed.

{Remainder of Page Intentionally Left Blank}

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

CITY OF DAYTON, OHIO

CONSULTANT

City Manager

Jessica Best

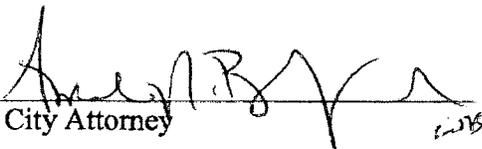
**APPROVED BY THE COMMISSION OF
THE CITY OF DAYTON, OHIO:**

_____, 2020

Min. / Bk. _____ Pg. _____

Clerk of the Commission

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

ATTACHMENT A

**CITY OF DAYTON, DAYTON MEDIATION CENTER
JESSICA BEST**

SCOPE OF SERVICES

Consultant shall provide the following Services pursuant to this Agreement:

1. Mediation and Organizational Team Building services.
2. Case management services, including intake, making contact with citizens, apprising citizens of mediation services and alternatives, identifying time and place for mediation and conducting follow-up interviews.
3. Mediation training for City employees, residents, and volunteers, as requested and needed.
4. Database maintenance for record keeping and statistics.
5. Completion and maintenance of project forms, including intake forms and all correspondences.
6. Manage the Prison Peer Mediation Project at the Dayton Correctional Institution (DCI).
7. Preparation of reports and other data, including a quarterly activity report.
8. Providing support services for volunteer management including training.
9. Providing training for external clients as needed.
10. Providing the City's Dayton Mediation Center Coordinator with a periodic list of services provided for invoice purposes.
11. Maintaining a record retention schedule for Dayton Mediation Center project/programs in accordance with all applicable federal, state and/or local laws.

The City will provide the Consultant workspace and access to software and hardware used in case management, database maintenance and mediation services at the Dayton Mediation Center, as necessary to complete the Services.

Consultant shall not be permitted to bill the City for travel time or the costs of transportation or parking related to the Services to be performed under this Agreement.



City Manager's Report

6.

From **2600 - Economic Development**

Date **April 8, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$70,000.00** thru 12-31-2020

Name **Fritz-Rumer-Cooke, Inc.**

Address **635 E. Woodrow Avenue
Columbus, Ohio 43207-0884**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Northwest Rail Line	41416-2600-1159-41	\$70,000.00

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

Description

Northwest Lead Track – Annual Inspection and Maintenance Fourth Amendment

The Department of Economic Development is requesting approval of a Fourth Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, routine maintenance, and emergency repairs in connection with the City's publicly-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds \$70,000.00 to the contract, bringing the total contract to \$300,000.00, and extends the term from April 30, 2020 to December 31, 2020.

The City's 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City's primary consultant for ongoing railroad inspection, maintenance services, and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

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

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division Ford P. Weber

Department [Signature]

City Manager [Signature]

Clerk _____

Date _____

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT, (“Amendment”) is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 (“Consultant”), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio (“City”).

WHEREAS, The City entered into a Professional Services Agreement (“Agreement”) with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, On March 28, 2019, the parties executed a Second Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, On October 23, 2019, the parties executed a Third Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, The City and the Consultant desire to further amend the agreement; and,

NOW, THEREFORE, in order to accommodate the City’s need for additional services, both parties have agreed to amend the Agreement as follows:

1. Article 2, Funding, is hereby deleted in its entirety and replaced with the following:

The City will make Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is hereby deleted in its entirety and replace with the following:

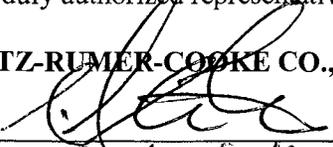
This Agreement shall commence upon execution by the City and it shall expire on December 31, 2020, unless earlier completed to the City’s satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed, each by a duly authorized representative, on the day and date set forth below.

FRITZ-RUMER-COOKE CO., INC.

By: 
E. Clem Cooke III

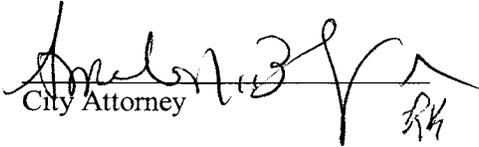
Its: President

CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM AND CORRECTNESS:


City Attorney RH

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

_____, 2020

Min. / Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

3.

From **2600 - Economic Development**

Date **October 9, 2019**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$60,000.00** thru 4/30/20

Name **Fritz-Rumer-Cooke, Inc.**

Address **635 E. Woodrow Avenue
Columbus, Ohio 43207-0884**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Northwest Rail Line	41416-2600-1159-41	\$60,000.00

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

Description

Northwest Lead Track – Annual Inspection and Maintenance Third Amendment

The Department of Economic Development is requesting approval of a Third Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, routine maintenance, and emergency repairs in connection with the City's publicly-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds \$60,000.00 to the contract, bringing the total contract to \$230,000.00, and extends the term from December 31, 2019 to April 30, 2020.

The City's 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City's primary consultant for ongoing railroad inspection, maintenance services, and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

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

A Certificate of Funds is attached.

Signatures/Approval

Division _____
Paul R. Weber
 Department _____
Paul R. Weber
 City Manager

Approved by City Commission

Rashella Gwendon
 Clerk
October 9, 2019
 Date

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT, (“Amendment”) is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 (“Consultant”), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio (“City”).

WHEREAS, The City entered into a Professional Services Agreement (“Agreement”) with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, On March 28, 2019, the parties executed a Second Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, The City and the Consultant desire to further amend the Agreement; and,

NOW, THEREFORE, in order to accommodate the City’s need for additional services, both parties have agreed to amend the Agreement as follows:

1. Article 2, Funding, is hereby deleted in its entirety and replaced with the following:

The City will make Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall expire on April 30, 2020, unless completed earlier to the City’s satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed, each by a duly authorized representative, on the date set forth below.

FRITZ-RUMER-COOKE CO., INC.

By: [Signature]

Its: President

CITY OF DAYTON, OHIO

[Signature]
for City Manager

10-28-19
Date

**APPROVED AS TO FORM
AND CORRECTNESS:**

[Signature]
City Attorney BK

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

October 9, 2019

Min. / Bk. I-15 Pg. _____

[Signature]
Clerk of the Commission



City Manager's Report

4.

From **2600 - Economic Development**

Date **March 8, 2017**

Expense Type **Service Agreement**

Total Amount **\$60,000.00 thru 9-30-2018**

Supplier, Vendor, Company, Individual

Name **Fritz-Rumer-Cooke, Inc.**

Address **635 E. Woodrow Avenue
Columbus, Ohio 43207-0884**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Northwest Rail Line	41416-2600-1159-41	\$60,000.00

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

Description

Northwest Lead Track - Annual Inspection and Maintenance

The Department of Economic Development request permission to enter into a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, and routine maintenance in connection with the City's publically-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed.

The City's 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City's primary consultant for ongoing railroad inspection and maintenance services and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

The Agreement will be effective upon execution and expire on September 30, 2018.

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

A Certificate of Funds is attached.

Signatures/Approval

Division _____
David P. Weber
 Department _____
David P. Weber
 City Manager

Approved by City Commission _____
Rachel L. Lavender
 Clerk
 Date March 8, 2017

**PROFESSIONAL SERVICES AGREEMENT
For Railroad Maintenance Services**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 (hereinafter "Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City owns the short line railroad serving the Northwest Industrial Park area; and,

WHEREAS, the City now requires certain professional services related to maintaining said railroad which serves Dayton and Trotwood; and,

WHEREAS, the Office of Economic Development has selected the Consultant as the best qualified to provide the services; and,

WHEREAS, the Consultant is willing to perform the professional services and represents that its staff is fully qualified and available to perform the services.

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

ARTICLE 1. PROFESSIONAL SERVICES.

Consultant shall provide railroad inspection and maintenance services to City's railroad track between Rosedale Road and Olive Road. The inspector will mobilize once a month or more frequently to inspect approximately four (4) miles of track using a hi-rail inspection vehicle. The track will be inspected using the guidelines in CFR49 Part 213 for Class II track. Each turnout in the industrial lead will be inspected on foot and lubricated monthly. A Federal Railroad Administration ("FRA") Field Inspection Report will be submitted to City for each inspection to delineate any FRA track defect conditions that may be present.

Consultant will alert City immediately if a defect is found that requires immediate attention to preserve safe use of the track. Upon City approval, repairs can be conducted at agreed lump sum prices or using Time and Material Rates for labor, equipment, and materials. Depending on the defect found, the Inspector may perform repairs at the time of the inspection.

Consultant shall inspect the four sets of crossing warning signals on the line on a monthly basis. The signals to be inspected are at Rosedale Drive, Bridge Road, North Gettysburg Avenue, and Wolf Creek Pike. Inspections will include the required monthly, quarterly and annual inspection requirements.

Consultant shall perform on-call track maintenance at Time & Material rates. It is agreed that Consultant shall require a minimum charge of three hours for each call out, and an eight (8) hour minimum call out on federal holidays. Consultant shall send a supervisor directly to the site to assess emergency situations.

Consultant may provide track design and engineering review for the development of any properties along the railroad at City's request. These services can be quoted on a case-by-case basis. The Consultants services are further described in Exhibit A ("Service") attached hereto and incorporated herein.

Consultant shall use reasonable efforts to complete the Services in accordance with a schedule mutually acceptable to the City and Consultant ("Service Schedule").

corporations, or government agencies, either before or after the termination of this Agreement, except as expressly authorized in writing by the City or compelled by law.

ARTICLE 6. TERM AND TERMINATION.

- A. This Agreement shall commence upon execution by the City and it shall expire on September 30, 2018, unless earlier completed to the City's satisfaction, extended to a later date, or earlier terminated.
- B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
1. A receiver for substantially all of Consultant's assets is appointed by a court of competent jurisdiction.
 2. Consultant is divested of its rights, powers, and privileges under this Agreement by operation of law.
 3. Consultant'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 Consultant to remedy such failure within thirty (30) days from the date of written notice from the City, provided however that if the term, covenant or condition to be performed by Consultant is of such nature that the same cannot be reasonably performed within said thirty (30) day period, such matter shall not constitute grounds for termination of this agreement so long as Consultant, in good faith, commences to cure such default within said thirty (30) day period and Consultant diligently undertakes to complete the remedy and the default is cured within ninety (90) days of the original notice.
 4. Consultant's violation of any applicable federal, state, or local law applicable to the Service and construction thereof, subject to any appeal or cure rights of Consultant.
 5. If, prior to the receipt of any funding from the City hereunder and upon giving thirty (30) days prior written notice, Consultant desires to terminate this Agreement.

In the event of termination prior to Service completion and if the City provided any funds to Consultant hereunder, Consultant shall repay to the City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Consultant 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 the City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 7. INSURANCE

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

- (1) Commercial general liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.
- (2) Automobile liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per accident.
- (3) Workers' compensation Insurance in such amount as required by law, and employers' liability insurance, with a limit of Five Hundred Thousand Dollars (\$500,000) per occurrence.
- (4) Professional liability insurance with a limit of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) aggregate

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 Consultant and made available for review by the 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, Consultant 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 12. TAX REPRESENTATION.

Consultant 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 Consultant is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Consultant currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Consultant filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Consultant. 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 13. INDEPENDENT CONTRACTOR

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

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

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

ARTICLE 14. GENERAL PROVISIONS.

- A. Assignment. Consultant shall not assign this Agreement without prior written consent from City.
- B. Conflict of Interest. Consultant 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 Service.
- C. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications,

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

FRITZ-RUMER-COOKE CO., INC.

By: *Madam W. D.*

Its: Project Engineer

Date: 2/28/17

CITY OF DAYTON, OHIO

Shelley Dickstein
City Manager

3-10-17
Date

APPROVED AS TO FORM
AND CORRECTNESS:

Robert A. ...
City Attorney

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

March 8, 2017

Min. / Bk. I-14 Pg. _____

Rachella Lawrence
Clerk of the Commission

FRITZ~RUMER~COOKE Co., Inc.

1879 Federal Pkwy. 2nd Floor
P.O. Box 07884
Columbus, OH 43207-0884

RAILROAD AND GENERAL CONTRACTOR
===== **Estab. 1879** =====

614-444-8844 Phone
800-FIX-RAIL (349-7245)
614-444-7224 Fax

Offer of Services

To:
City of Dayton
Attention: Mr. Christopher Lipson
101 West Third Street
Dayton, Ohio, 45402

Date: July 11, 2016

Our File: Q2016225

Railroad Track Inspection Services

Fritz-Rumer-Cooke Co., Inc. will perform the following railroad inspection and maintenance services to the railroad track owned by the City of Dayton between Rosedale Boulevard and end of track near Olive Road.

Track Inspections

Our track inspector will mobilize to the site once a month, or more frequently in the event of a severe storm, to inspect approximately 4.0 miles of track using a hi-rail inspection vehicle. The track will be inspected using the guidelines in CFR49 Part 213 for Class II track. Each turnout in the industrial lead will be inspected on foot and lubricated monthly. Routine lubrication of turnouts greatly reduces the risk of back strain when train crews throw switches.

An *FRA Field Inspection Report* will be completed for each inspection to delineate any FRA track defect conditions that may be present. Our report also indicates conditions that are approaching unsafe limits to allow time for maintenance planning and scheduling. The report will be submitted to your office, where they are available for inspection by the FRA. We will maintain a copy of all reports at our office for our records.

We will alert you at once if a defect is found that requires *immediate attention* (would be those defects that are outside the operating limits prescribed by the FRA) to preserve safe use of the trackage. Upon your approval, repairs can be conducted at agreed lump sum prices or using Time and Material Rates for labor, equipment, and materials. Depending on the defect found the Inspector might perform repairs at the time of the inspection, such as adjusting a switch or tightening a bolt, if it can be accomplished with the tools on our inspection truck.

The cost for each inspection, including labor, equipment, and switch grease is \$496.00. This will be billed on a monthly basis and 12 will be performed each year.

1..2

Signal Inspections

We will inspect six sets of crossing warning signals on the line on a monthly basis. Inspections will include the required monthly, quarterly and annual inspection requirements. If any repairs are required at the time of inspection, parts will be charged at cost plus 15%. The signals to be inspected are at Rosedale Drive, Philadelphia Ave., Bridge Road, N. Gettysburg Ave., Little Richmond Road and Wolf Creek Pike.

The cost of inspecting six warning signal systems on the line is as follows:

- Monthly inspection (13 per year – performed minimum every 28 days): \$882.00 per month for all crossings, for a total of \$11,466.00 per year.
- Quarterly inspection (4 per year): \$175.00 per inspection per crossing, for a total of \$4,200.00.00 per year.
- Annual inspection (1 per year): \$230.00 per crossing for a total of \$1,380.00 per year.
- 4-year and 10-year inspection: \$4,140.00.

This price does not include the preparation of drawings or wiring diagrams, which are required to be stored on site.

These prices do not include any repairs that are required at the time of inspection. These will be done on a cost plus 15% basis.

Bridge Inspections

The FRA requires railroad bridges to be inspected annually. The cost for this inspection by a licensed engineer is \$9,500.00.

The FRA also requires all railroad bridges to be rated by 2014. This service will be provided this year, to determine what the load capacity is of each of the two railroad bridges as follows:

- Review existing bridge drawings and available bridge information.
- Bridge inspection to record all required information for rating, steel span lengths and verify member sizes, record and detail all previous repairs, etc.
- Complete additional detailed inspections of select structures (such as structures with previous undocumented repairs) based on results of inspection and drawing review.
- Utilize field information gathered and existing bridge drawings to compare required bridge capacity for 286,000 loadings with individual bridge and individual bridge member capacity.
- Capacity of bridge will be based on normal rating per AREMA. Bridges will not be evaluated for a fatigue rating.
- Compile list of all bridges indicating a yes or no recommendation for 286 loading. Special qualifications for individual bridges or bridge types may be included.

The cost for 286-load rating is \$15,000.00.

Track Design

We are capable of performing track design and engineering review for the development of any properties along the railroad. These services can be quoted on a case-by-case basis. We have performed track design for CSX Transportation as well as hundreds of private industrial track projects.

On-Call Maintenance

We will perform on-call track maintenance at the rates listed on our appended Time & Material rates. There will be a minimum charge of three hours for each call out, and an 8-hour minimum call out on holidays.

We respond to emergencies in a more cost-effective manner than most. We send a supervisor directly to the site to assess emergency situations. This ensures that the proper material and equipment is dispatched to the call. It is more costly to send a service truck to the site only to find that there is a different sized rail needed and the truck must return to obtain the correct material. This initial assessment we perform greatly reduces costs.

We can have the initial person on site to assess calls within 60 minutes. Equipment and crews will then be on site within 120 minutes.

Our crew sizes are not fixed. We dispatch the number of workers on a crew to match the requirements of the call. If there are minor repairs that can be performed by two men, we only dispatch two men. If there is a large emergency requiring ten men, we will dispatch the required manpower to complete the repairs in a timely manner.

Payment

All inspections will be invoiced on a monthly basis. Track and signal repairs, when performed outside of the scheduled inspections, will be invoiced on the 15th and last day of each month.

Payment terms are net amount due in 30 days. A service charge of 1.5% per month (18% per annum) is applied to all amounts paid after 30 days.

Insurance Coverage for Railroad Inspection & Maintenance Services

Fritz-Rumer-Cooke Co., Inc. will have issued a certificate of insurance listing the City of Dayton as a Certificate Holder and Additional Insured with respect to the inspection and maintenance of railroad track, structures and signals.

This insurance coverage will be in place for the duration of our maintenance agreement.

Acceptance

We, the City of Dayton accept this offer as outlined above. These services will commence on January 1, 2016 and will continue for ___ months, with the option to extend the agreement on a monthly basis.

(signed) Date: _____

(name and title)

FRC 2016 LABOR RATES AND CREW EXPENSE

Rate No.	Classification	Straight-time rate	Add To Straight-Time		Daily expense
			Over-time	Double-time	
#1	Project Manager, Superintendent, Track Designer, Lead Surveyor	\$73.25	\$27.06	\$54.13	\$130.00
#2	Senior Operator	\$63.20	\$23.91	\$47.82	\$115.00
#3	Foreman, Track Inspector, Principal Operator, Class "A" CDL Driver, Surveyor Helper, Welder	\$59.16	\$21.07	\$42.14	\$115.00
#4	Asst. Foreman, Utility Operator, Class "B" CDL Driver	\$44.75	\$18.50	\$37.01	\$95.00
#5	Track Worker	\$41.73	\$17.46	\$34.93	\$80.00

- NOTES:**
- A. Rates include open-shop wages, FICA/SS tax, State & Fed. Unemployment taxes, Workers Compensation (subject to adjustment if OH BWC is not recognized), General Liability Insurance, employee benefits, overhead, and profit. We reserve the right to amend pricing if Federal or State mandates change the costs for benefits that must be provided to employees.
 - B. Labor rates include: a) Annual FRA Safe Worker Training; b) Annual FRC safety training; c) e-RAILSAFE background check, safety awareness training, testing, and photo I.D. badge; d) annual drug testing for all employees, random pool drug testing; e) annual supervisor drug & alcohol training, annual employee education and drug-free workplace training.
 - C. Rates include personal protective safety equipment, to include hi-viz vest/shirt, hard hat, metatarsal steel toe safety work shoes, safety glasses, and hearing protection.
 - D. Labor is charged for:
 - All work onsite including site specific safety training; normal equipment servicing, maintenance, and repair of damage occurring on jobsites.
 - Portal-to-portal mobilization and demobilization time, including FRC Yard loading and unloading.
 - Relevant onsite and offsite Project Management.
 - E. Straight-time rates are invoiced for all chargeable time devoted to a project.
 - F. Over-time rates are added to chargeable Straight-time rates for all work performed on weekdays before 7:30 a.m. and after 4:00 p.m. EST (except for listed holidays), or for each worker after they reach a total of 40 hours in any pay week. Overtime rate is added for all work performed on weekends (except listed Holidays).

New Years Eve after 12:00 p.m.
New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve after 12:00 p.m.
Christmas Day
 - G. Double-time rate is added to chargeable Straight-time rate for all hours worked on the following Holidays (or on recognized day of Holiday observance):

New Years Eve after 12:00 p.m.
New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve after 12:00 p.m.
Christmas Day
 - H. Daily expense rate is charged for each worker assigned to work on a project outside a 50 mile radius of FRC Columbus, OH office and yard.

FRC 2016 EQUIPMENT RATES AND FUEL SURCHARGE

Equip. No.	Fuel Surcharge	Make	Model	Description	Hourly Rate
1105	Yes	Ford	F800	Single-axle 4x2 hirail truck with rear dump bed	\$55.47
1111	Yes	Ford	L8000	Single-axle 4x2 hirail truck with rotary dump bed	\$56.68
1113, 1114, 1122	Yes	Various	Various	Tandem-axle 6x4 hirail truck with flat bed, hydraulic loader/grapple, rail rack	\$73.54
1113, 1114, 1122	Yes	Various	Various	Tandem-axle 6x4 hirail truck with flat bed, hydraulic loader/grapple, rail rack, generator and magnet	\$93.70
1129	Yes	International	4700	Single-axle 4x2 hirail utility truck with crane, cutting torch set, track tools, rail saw, rail drill, welder	\$64.71
1157	Yes	Ford	F550	Single-axle 4x4 crew cab utility truck with cutting torch set, track tools, rail saw, rail drill	\$53.13
1162, 1176, 1179	Yes	Various	Various	Single-axle 4x4 extended cab hirail utility truck with cutting torch set, track tools	\$39.14
1118, 1121, 1132, 1156	Yes	Various	Various	Single-axle 4x2 crew truck with cutting torch set, track tools, rail saw, rail drill	\$38.91
1161	Yes	GMC	Silverado	Single-axle 4x4 extended cab utility truck with cutting torch set, track tools	\$33.98
1186	Yes	GMC	3500	Single-axle 4x2 crew cab utility truck with cutting torch set, track tools, rail saw, rail drill	\$31.98
1131	Yes	Ford	F350	Single-axle 4x2 extended cab truck with flat bed	\$26.69
1145, 1146, 1147, 1148, 1155, 1185	Yes	Various	Various	Project Manager vehicle	\$27.52
1143, 1144, 1154	Yes	Dodge	Ram 350	Single-axle 4x4 extended cab dually rear end truck	\$22.43
1127, 1130	Yes	Various	Various	Single-axle 4x2 truck with 12 CY rear-dump bed	\$48.39
1137	Yes	Mack	CH613	Tandem-axle 6x4 truck with flat bed	\$58.81
1138	Yes	Peterbilt	379	Tandem spread-axle 6x4 semi tractor with wet line	\$78.69
1681, 1682, 1687, 1690	Yes	Case	580	Tractor-loader-backhoe, 4x4, extended boom with buckets, forks	\$47.20
1711	Yes	Pettibone	441D	Rubber-tire Speedswing loader, 4x4, hirail with front bucket, tote hook	\$56.95
1730	Yes	Case	621BXT	Rubber-tire 4x4 articulated wheel loader with bucket, forks	\$50.07
All	Yes	Various	Various	225-amp portable welder/generator with cables, leads, grinder	\$11.95
All	Yes	Various	Various	5500 watt portable generator	\$6.29
All	Yes	Various	Various	Portable 185 cfm air compressor, hirail with tools	\$29.28
8150	Yes	Canron	SVTJ	Vibratool shoulder-jack track tamper with switch heads	\$66.94
8160	Yes	Canron	EAS	Mark I Electromatic track tamper with switch heads	\$92.15
8177, 8179	Yes	Canron	ESJDAG	Mark III track tamper with switch heads, liner, Delta raising system	\$153.88
8191	Yes	Canron	GO4	Track undercutter	\$139.30
8220	Yes	Harsco	BEB-17	Ballast regulator with broom	\$111.81
8222	Yes	Kershaw	26-2-18	Ballast regulator with broom	\$71.08
8223	Yes	Kershaw	48-1	Ballast regulator with broom	\$104.44
All	Yes	Fairmont	W86	Dual rail lifter	\$16.15
All	Yes	Fairmont	W84	Spike puller, walk-behind	\$16.98
All	Yes	Fairmont	W113	Spike puller, ride-on	\$44.43
8341	Yes	Fairmont	W96C	Dual rail spiker with nipper	\$82.27
8346	Yes	Harsco	CX	Dual rail spiker with nipper, auto-gager	\$100.16
8365	Yes	Permaquip		Hydraulic rail puller/expander	\$33.96
All	Yes	KnoxKershaw	KTC1200	On-track tie handler	\$59.26

Fritz-Rumer-Cooke Co., Inc.
 1879 Federal Parkway - P.O. Box 07864
 Columbus, OH 43207

Time and Material Rates
 Period from 1/1/16 to 12/31/16
 Page 3 of 4

8369	Yes	Harsco	TR-10	Tie remover/insertor	\$152.82
8372	Yes	Canron	TKO	Tie remover/insertor	\$142.93
8370	Yes	Fairmont	MBTX	Tie remover/insertor	\$79.41
8375	Yes	Geismar	MPR	Rail threader/track liner	\$35.34
8441	Yes	Husqvarna	FS400	Gas engine driven pavement saw	\$18.90
8601	Yes	Geismar	MC-3	Switch/frog grinder	\$8.60
All	Yes	Various	Various	Rail thermite weld profile grinder	\$11.55
All	Yes	Various	Various	Rail thermite weld shear	\$11.55
All	Yes	Safetran	C	Rail bolt tightener	\$21.46
All	Yes	Sühl	All	16" gas engine driven chain saw	\$14.76
1700	Yes	Wacker	BS60-4S	Vibratory rammer compactor	\$8.32

Fuel surcharge is added to total charges for above equipment based on dates work is performed. Surcharge is adjusted each Monday at 4:00 p.m. Eastern Time. The effective fuel surcharge is based on the Midwest average price of diesel fuel as reported by the Energy Information Administration [U.S. Department of Energy - phone (202) 586-6966 or the following website: http://onto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp] on Monday at 4:00 p.m. Eastern Time. In the event of a Monday holiday, the average price effective on the next business day at 4:00 p.m. Eastern Time will apply. In the case of work which overlaps the adjustment date/time, most current adjustment will apply.

When the Midwest average diesel fuel price is:						
At least	But less than	Surcharge percentage		At least	But less than	Surcharge percentage
\$3.870	\$3.970	6.50%		\$4.471	\$4.570	12.50%
\$3.971	\$4.070	7.50%		\$4.571	\$4.670	13.50%
\$4.071	\$4.170	8.50%		\$4.671	\$4.770	14.50%
\$4.171	\$4.270	9.50%		\$4.771	\$4.870	15.50%
\$4.271	\$4.370	10.50%		\$4.871	\$4.970	16.50%
\$4.371	\$4.470	11.50%		\$4.971	\$5.070	17.50%

For each \$0.10 increase in stated fuel price above \$5.070, an additional 1.0% increase in the surcharge will apply.

1351	No	Rogers		T/A 40,000# copy. flat-deck equipment trailer	\$11.48
1352, 1355	No	Various	Various	T/A 20,000# copy. flat-deck equipment trailer	\$8.78
1363, 1364	No	Felling	FT10W	T/A 12,000# copy. flat-deck utility trailer	\$6.46
1361	No	US Cargo	USC714TA2	T/A enclosed trailer	\$8.78
1372	No	Ethyre	RTN50TD311	Tri-axle 53' detachable neck trailer with rail deck	\$18.54
1373	No	Landoll	410B-50CA	Tri-axle 50' sliding-axle step-deck tilt trailer with rail deck, winch	\$18.25
Various	No	Various	Various	Rail thermite welding hardware	\$9.82
All	No	Various	Various	Electric drill/pneumatic, 3/4" chuck	\$5.30
All	No	Hougen	Various	Portable magnetic rota-broach drill	\$8.61
8361	No	Geismar	JC60	Hydraulic rail bender	\$5.31
All	No	Various	Various	Rail cart, 10,000# copy.	\$2.65
All	No	Various	Various	Rail cart, 30,000# copy.	\$7.95

- NOTES:**
- A. Equipment rates are calculated using data published in the online current edition of Blue Book for Railroad Equipment (FHWA Rate), and using cost formulas developed to assess ownership and operating costs of unlisted equipment.
 - B. Rates listed include machine, fuel for power unit engine, and normal lubricants.
 - C. Fuels used in other than machine power unit, where applicable, are billed extra.
 - D. Damage to tires and other parts of equipment are billed extra if damage results from project site conditions. FRC labor to make repairs will be invoiced at above rates, or service vendor will be invoiced at cost + 10%.
 - E. Consumable supplies/materials such as rail saw blades, drill bits, grinder disks/stones, welding rod, oxygen/acetylene for torch set, etc. are billed extra as used.

FRC STOCK MATERIAL/SUPPLIES

Materials and supplies will be invoiced at FRC stock/supply value price. Stock prices are based on item purchase price when placed into FRC stock. Current prices will be provided at customer request. Sales tax will be added to material prices using applicable rate in effect at time FRC invoice is submitted.

VENDOR MATERIAL/SUPPLIES, RENTAL EQUIPMENT

All materials, supplies, and rental equipment (including fuel and lubricants for operation of rented equipment) that are obtained and utilized for projects will be invoiced at cost + 10%.

SUBCONTRACTORS

All subcontract work utilized on projects will be invoiced at cost + 10%.

EMERGENCY CONTACTS

Normal business days and times:			
Office phone -	614-444-8844	800-FIX-RAIL (349-7245)	
	Extension	Email	
Chris Sheridan	104	csherdan@fixrail.com	
Steve Buffington -	109	sbuffington@fixrail.com	
Ben Swope -	105	bswope@fixrail.com	
Clem Cooke	107	ccooke@fixrail.com	
Gordon Webster -	106	gwebster@fixrail.com	
Office facsimile -	614-445-1124	614-444-7224	
Nights, weekends, holidays:			
	Cell #1	Cell #2	Email
Steve Buffington -	614-562-9988		sbuffington@fixrail.com
Ben Swope -	614-582-6598		bswope@fixrail.com
Clem Cooke	614-561-4128		ccooke@fixrail.com
Gordon Webster -	614-296-5952		gwebster@fixrail.com

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT, ("Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 ("Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, The City and the Consultant desire to amend the Agreement; and,

NOW, THEREFORE, in order to accommodate the City's need for additional services, both parties have agreed to amend the Agreement as follows:

1. Article 2 is deleted in its entirety and replaced with the following:

The City will make One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall expire on March 31, 2019, unless completed earlier to the City's satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed, each by a duly authorized representative, on the date set forth below.

FRITZ-RUMER-COOKE CO., INC.

By: *Adam Webb*

Its: *Project Engineer*

APPROVED AS TO FORM
AND CORRECTNESS:

Andrew D. [Signature]
City Attorney *vi aut*

CITY OF DAYTON, OHIO

Shelley DeWitt
City Manager

2-7-18
Date

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

January 10, 2018

Min. / Bk. *F-15* Pg. *0165*

Rashelle Lavenex
Clerk of the Commission



City Manager's Report

3

From **2600 - Economic Development**

Date **March 27, 2019**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$35,000.00 thru 12-31-2019**

Name **Fritz-Rumer-Cooke, Inc.**

Address **635 E. Woodrow Avenue
Columbus, Ohio 43207-0884**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Northwest Rail Line	41416-2600-1159-41	\$35,000.00

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

Description

Northwest Lead Track – Annual Inspection and Maintenance Second Amendment

The Department of Economic Development is requesting approval of a Second Amendment to a Professional Services Agreement with Fritz-Rumer-Cooke, Inc. for railroad consulting, technical assistance, inspections, and routine maintenance in connection with the City's publicly-owned railroad. The company will help ensure that the City continues to comply with Federal Railroad Administration standards. They will also perform design work, if needed. The Amendment adds \$35,000.00 to the contract, bringing the total contract to \$170,000.00, and extends the term from March 31, 2019 to December 31, 2019.

The City's 4-mile railroad runs parallel to Wolf Creek from Rosedale Drive to Olive Road. The City acquired the railroad in 1993 in order to keep it operational after CSX announced plans to shut it down. The railroad currently supports two businesses representing 150 jobs in Dayton. If the railroad is not maintained, the railroad would have to be closed, which would jeopardize the ongoing operations of those businesses.

Fritz-Rumer-Cooke, Inc. is currently serving as the City's primary consultant for ongoing railroad inspection, maintenance services, and emergency repairs. As such, the Department of Economic Development has determined that they are best qualified to continue serving in that capacity.

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

A Certificate of Funds is attached.

Signatures/Approval

Division

David P. Weber

Department

David P. Weber

City Manager

Approved by City Commission

Rachelle Rumer

Clerk

March 27, 2019

Date

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT, ("Amendment") is made and entered into between Fritz-Rumer-Cooke Co., Inc., an Ohio corporation with offices at 635 E. Woodrow Avenue Columbus, Ohio 43207-0884 ("Consultant"), and the City of Dayton, Ohio, located at 101 W. Third Street, Dayton, Ohio, 45402, a municipal corporation in and of the State of Ohio ("City").

WHEREAS, The City entered into a Professional Services Agreement ("Agreement") with the Consultant; and,

WHEREAS, The Agreement enables the Consultant to provide specialized services to the City in support of the City-owned railroad line; and,

WHEREAS, On February 1, 2018, the parties executed a First Amendment to the Agreement, extending the term and increasing the funding amount; and,

WHEREAS, The City and the Consultant desire to further amend the Agreement; and,

NOW, THEREFORE, in order to accommodate the City's need for additional services, both parties have agreed to amend the Agreement as follows:

1. Article 2, Funding, is hereby deleted in its entirety and replaced with the following:

The City will make One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00) available to Consultant for the Eligible Service Costs actually incurred to complete the Service. Consultant shall submit an invoice to the City no less than monthly, as services are rendered.

The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and documentation to substantiate the invoice amount. Appropriate City personnel will verify all expenses submitted for reimbursement. Unless disputed, the City will disburse payment within thirty (30) days from receipt of the invoice.

2. Article 6, Section A is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence upon execution by the City and it shall expire on December 31, 2019, unless completed earlier to the City's satisfaction, extended to a later date, or earlier terminated.

3. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed, each by a duly authorized representative, on the date set forth below.

FRITZ-RUMER COOKE CO., INC.

By: [Signature]

Its: President

CITY OF DAYTON, OHIO

[Signature]
City Manager

March 28, 2019
Date

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]
City Attorney *Rh*

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

March 27, 2019

Min. / Bk. I-15 Pg. _____

[Signature]
Clerk of the Commission



City Manager's Report

7

From 2510 - Municipal Court

Date April 8, 2020

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$15,000.00 (thru 12/31/20)

Name Dr. Stephen McConnell

Address 4398 E. Entrada Dr.
Beavercreek, Ohio 45431

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2510-1159-74	\$15,000.00

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

Description

Professional Services Contract

The Dayton Municipal Court is requesting approval of a Professional Services Contract with Dr. Stephen McConnell in the amount of \$15,000.00 to provide psychological services for offenders on Probation.

The Alcohol, Drug Addiction and Mental Health Services Board for Montgomery County (ADAMHS) provides revenue to the City of Dayton to fund this contract. This is an ongoing partnership with ADAMHS and Dr. McConnell since 2010.

This contract will commence upon execution and shall terminate on December 31, 2020.

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

A Certificate of Funds in the amount of \$15,000.00 is attached.

Signatures/Approval

Division _____

Ann Marie Murray

Department _____

J. D. Paulson

City Manager

Approved by City Commission

Clerk

Date

CERTIFICATE OF FUNDS

CT20-1811

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/2020
Original Commission Approval	\$15,000.00
Initial Encumbrance	\$12,500.00
Remaining Commission Approval	
Original CT/CF	CT-19-1811
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	

Required Documentation	
<input checked="" type="checkbox"/>	Initial City Manager's Report
<input checked="" type="checkbox"/>	Initial Certificate of Funds
<input checked="" type="checkbox"/>	Initial Agreement/Contract
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: <u> \$12,500.00 </u> Fund Code <u>10000 - 2510 - 1159 - 74 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Dr. Stephen McConnell
 Vendor Address: 4398 E. Entrada Dr. Beavercreek OH 45431
Street City State Zipcode + 4
 Federal ID: 198-34-6927
 Commodity Code: 95221
 Purpose: Provide psychological services for offenders through the DMC Probation Department.

Contact Person: Ann Marie Murray Municipal Court / Administration 3/12/2020
Department/Division Date

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

SECTION II - to be completed by the Finance Department

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

[Signature]
 Finance Director Signature

03/17/2020
 Date

Louis Williams
 CF Prepared by

03/16/2020
 Date

CT20-1811
 CF/CT Number

PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into this ____ day of _____ 2020, between the City of Dayton, Ohio (“City”) and Stephen McConnell, Psy. D. (“Psychological Consultant”).

WHEREAS, The Dayton Municipal Court demonstrates a need for the Dayton Municipal Court Probation Department to have at its disposal a Psychological Consultant; and,

WHEREAS, The Psychological Consultant will provide defendants charged and/or placed on probation with misdemeanor offenses with assessments, forensic evaluations, and individual counseling; and,

WHEREAS, The Psychological Consultant must be a certified holder of a Doctorate of Psychology and has represented to the City that he is qualified to provide the services needed by the City.

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

ARTICLE 1. SCOPE OF SERVICES

Psychological Consultant shall provide four (4) hours of services per week. The services shall include, but not be limited to:

- A. Providing psychological evaluations of clients for the City and Probation Officers.
- B. Consulting with Probation Officers regarding clients’ psychological diagnosis, prognosis, and treatment options.
- C. Overseeing the Probation Department’s Life Skills program for those clients with emotional and/or psychological issues/need.
- D. Supervising the Probation Department’s Anger Management program.

ARTICLE 2. TERM, RENEWALS AND TERMINATION

- A. This Agreement shall cover the Services provided for the period beginning on the date this Agreement was entered into through December 31, 2020, unless terminated earlier or renewed as provided in this Agreement.
- B. This Agreement may be renewed for a maximum of two (2) additional one-year periods. However, no such renewal of this Agreement shall be recognized or effective unless it is reduced to a writing, which makes specific reference to this Agreement, and executed by a duly authorized representative of City.

- C. Either party shall have the right, upon giving thirty (30) days prior written notice to the other party, to terminate this Agreement. In the event of termination, the City shall pay for the services the City deems to have been properly rendered to the effective date of termination, but shall not be responsible for payment of services performed subsequent to the effective date of termination specified in the notice.

ARTICLE 3. PAYMENT

- A. The City shall pay the Psychological Consultant the sum of Seventy-Five Dollars and Zero Cents (\$75.00) per hour for the Services described in Article 1 hereof.
- B. The total amount of the remuneration under this Agreement, exclusive of any renewal(s) shall not exceed the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).
- C. The Psychological Consultant shall invoice the City, not more frequently than monthly, for payment of the actual Services rendered in accordance with this Agreement. All invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. GENERAL PROVISIONS

- A. Entire Agreement/Integration

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

- B. Waiver

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

- C. Non-Discrimination

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

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

D. Meetings and Evaluation

The Psychological Consultant shall meet with designated City personnel at such times designated by City to review and discuss performance of this Agreement. Psychological Consultant shall cooperate with the City in all respects concerning the review and monitoring of the Services and/or performance of this Agreement.

E. Notice/Communications

Any written notice or other communication required or permitted by this Agreement shall be made in writing and shall be delivered personally, by express delivery, certified mail or first class U.S. mail. Postage pre-paid, to the respective party at the following address:

To City: City of Dayton, Ohio
 Ann Marie Murray
 Court Administrator
 301 W. Third St., Rm 365
 Dayton, OH 45402

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

F. Assignment

Psychological Consultant shall not assign any rights or duties under this Agreement without the prior written consent of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Paragraph shall prevent Psychological Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

G. Independent Contractor

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

Psychological Consultant and his employees, agents or subcontractors, or any other persons retained or hired by him to assist in the performance of the services under this Agreement, are not City employees. Therefore, such persons shall not be entitled to any of the emoluments of employment with the City of Dayton, and Psychological Consultant shall indemnify the City against any and all claims by its employees, agents or subcontractors for such City employee benefits. Psychological Consultant further understands and agrees that neither he, nor any of his employees, agents, or subcontractors are “Public Employees” for the purpose of membership in the Ohio Public Employees Retirement System (“OPERS”). Psychological Consultant will be solely responsible to withhold and pay all applicable local, state, and federal taxes for its employees.

To the maximum extent permitted by law, the City and Psychological Consultant, shall maintain the confidentiality and integrity of all victim records, including, interviews/discussion with victims and/or clients, and shall not disclose same to unauthorized persons. Further, Psychological Consultant shall maintain the confidentiality and integrity of all records and matters of City.

H. Indemnification

Psychological Consultant shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against legal liability for all claims, losses, damages and expenses to the extent that such claims, losses, damages, or expenses that are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Psychological Consultant or its employees, agents, and representatives.

I. Records and Meetings

Psychological Consultant shall maintain accurate records of all time expended in performance of the Services hereunder. Such records shall be made available for inspection and review by the City, upon request. Psychological Consultant shall meet with the City’s designees as such times designated by the City to review and discuss performance of this Agreement. Psychological Consultant shall allow the City to conduct on-site monitoring of the Services, and shall cooperate with the City in all respects concerning the review and monitoring of the Psychological Consultant’s performance pursuant to this Agreement.

J. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any claim, civil action, or lawsuit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

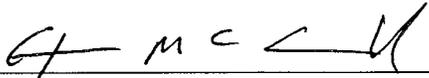
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the City and Psychological Consultant have caused this Agreement to be executed as of the day and, date first set forth above.

CITY OF DAYTON, OHIO

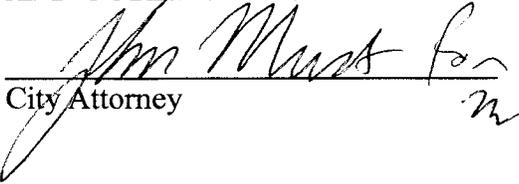
PSYCHOLOGICAL CONSULTANT

City Manager



Stephen McConnell Psy. D.

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2020

Min./Bk. _____ Page _____

Clerk of the Commission



City Manager's Report

8.

From **3470 - Water/Environmental Protection**

Date **April 8, 2020**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$40,000.00 (thru 3/31/2021)**

Name **Think Patented**

Address **2490 CrossPointe Dr.
Miamisburg, Ohio 45342**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Source Water Protection	53997-3470-1159-55	\$40,000.00

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

Description

FIRST AMENDMENT AND FIRST RENEWAL OF AGREEMENT FOR SOURCE WATER PROTECTION MARKETING MATERIALS

The Department of Water requests permission to enter into a First Amendment and First Renewal with Think Patented, in the amount of \$40,000.00 for the production and distribution of marketing materials. The scope for this Renewal is to continue providing information on the City of Dayton's Multi-Jurisdictional Source Water Protection Program. Services include materials, labor, and research required to complete the work. These publications will be used to emphasize the aspects of the Source Water Protection Program and are essential for the continued protection of the region's drinking water supply.

The original Agreement was approved on March 14, 2018 in the amount of \$80,000.00. This First Renewal will increase the contract amount to \$120,000.00. The First Amendment and First Renewal Agreement is being funded using the Source Water Protection Funds as approved by the Source Water Protection Board on February 6, 2020.

The First Amendment and First Renewal will extend the contract for an additional 12 months and it shall expire upon expenditure of all funds provided herein or on March 31, 2021. There is an option to renew for (2) additional 12-month periods, contingent upon satisfaction with the work and availability of funds. Any unused amount will remain in the Source Water Protection Fund.

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

A Certificate of Funds, and a copy of the First Amendment and First Renewal are attached.

 for MDS

 Division

Signatures/Approval

Approved by City Commission



 Department

Clerk



 City Manager

Date

CERTIFICATE OF FUNDS

CT 20-1980

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract **X** Renewal Contract Change Order:

Contract Start Date	3/14/2018	
Expiration Date	3/31/2021	
Original Commission Approval	\$ 80,000.00	
Initial Encumbrance	\$ 80,000.00	
Remaining Commission Approval	\$ -	
Original CT/CF	CT18-1980	
Increase Encumbrance	\$ 40,000.00	
Decrease Encumbrance	\$ -	
Remaining Commission Approval	\$ -	

Required Documentation	
<input checked="" type="checkbox"/> X	Initial City Manager's Report
<input checked="" type="checkbox"/> X	Initial Certificate of Funds
<input checked="" type="checkbox"/> X	Initial Agreement/Contract
<input type="checkbox"/>	Copy of City Manager's Report
<input type="checkbox"/>	Copy of Original Certificate of Funds

Amount: <u>\$ 40,000.00</u> Fund Code <u>53997 - 3470 - 1159 - 55 - - -</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: _____ Fund Code _____ <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>
Amount: _____ Fund Code _____ <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: _____ Fund Code _____ <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>

Attach additional pages for more FOAPALs

Vendor Name: Think Patented

Vendor Address: 2490 CrossPointe Drive Miamisburg OH 45342
Street City State Zipcode + 4

Federal ID: 20-4558719

Commodity Code: 91503

Purpose: First Amendment and First Renewal to the Professional Services Agreement for the production and distribution of informational material regarding the protection of the City's Source Water Protection Area.

Contact Person: Lisa Burton-Yates Water/ Water Engineering 3/13/2020
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

<u></u>	_____	
Finance Director Signature	Date	
<u></u>	<u>03/16/2020</u>	<u>CT 20-1980</u>
CF Prepared by	Date	CF/CT Number

3/13/2020

**FIRST AMENDMENT AND FIRST RENEWAL OF AGREEMENT FOR SOURCE WATER
PROTECTION MARKETING MATERIALS**

**THIS FIRST AMENDMENT AND FIRST RENEWAL FOR SOURCE WATER
PROTECTION MARKETING MATERIALS**, is dated this ___ day of _____, 2020 between the City of Dayton, Ohio (“City”) an Ohio municipal corporation, and Think Patented, 2490 CrossPointe Drive, Miamisburg, OH 45342 (“Consultant”).

WITNESSETH:

WHEREAS, on March 14, 2018, the Commission of the City of Dayton approved an Agreement for Source Water Protection marketing Materials (CT18-1980) between the City and Consultant (“Agreement”); and

WHEREAS, The City desires to exercise its right to renew the Agreement for an additional 12-month period, and Consultant is willing to agree to such renewal period, the City and Consultant mutually agree to this First Renewal of the Agreement under the terms and conditions set forth herein.

NOW THEREFORE, The City and Consultant mutually agree to renew and amend the Agreement and First Renewal as follows:

1. Renewal

The City and Consultant agree to the City’s exercise of the first of three successive 12-month renewal periods as provided in the original Agreement. Therefore, the first renewal term of the Agreement shall commence on April 1, 2020 and terminate on March 31, 2021. During the renewal period, the Consultant shall provide services listed in Attachment A2.

2. Amendment

The City and the Consultant agree to amend the Agreement as follows:

A. Article 2. Services to be Performed by Consultant, shall include the following language.

Consultant shall provide all professional services (“Services”) necessary to complete the obligations and undertakings that are described in Attachment A, and Attachment A1, which are incorporated herein by reference and attached to the relevant agreement.

B. Article 3. Compensation shall be deleted in its entirety and replaced with the following language:

The total remuneration in this Agreement shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00) and will be paid according to Attachment B, Attachment B1, which are attached to the relevant document and incorporated herein. Consultant shall submit invoices for payment of the Services actually provided. Such invoices shall state the project completed and total amount requested. The City will, unless disputed, remit payment of all disputed amounts of invoices within thirty (30) days from receipt thereof.

3. Other than the provisions that may be supplemented, amended and/or modified by the terms and conditions contained herein, all other provisions of the Agreement shall remain in full force and effect and shall remain unchanged.

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

CITY OF DAYTON, OHIO

THINK PATENTED

City Manager

By _____

Title _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney AB

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

_____, 2020

Min./Bk. _____ Pg. _____

Clerk of the Commission

**ATTACHMENT A1
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Project: Production of Informational Materials for the Source Water Protection Program
Consultant: Think Patented

SCOPE OF SERVICES – FIRST RENEWAL

SCOPE OF WORK / PROJECT REQUIREMENTS:

Consultant shall provide services such as material, labor, research and any work required to complete work as denoted in the RFP. The focus will be on regional source water protection efforts, environmental regulatory updates, as well as any upcoming events related to groundwater protection an education. All items, layout, designs, pictures, etc., and any future materials resulting from this proposal shall be provided in a format that can be edit/reproduced by the City of Dayton. All printed and/ or electronic media will be considered draft until approved by the City of Dayton. All materials shall become the property of the City of Dayton. Mailing list(s) shall not be sold or distributed without express written consent from the City of Dayton.

Frequency:

The City of Dayton's ("City") objectives are to have four (4) newsletters produced in 2020, (one 8-page, one 6-page, and two 4-page issues each year) for a total of eight (4) issues: Two (2) pamphlets produced in 2020; One (1) calendars; Laminated handouts and glossy cards will be produced as needed. The SWPP brochure, emergency contact list, and other items need to be redesigned and reproduced. The use of digital/electronic media may also be required. Modifications and reprinting of previously produced materials may be required. Publication/materials shall be printed on recycled paper using soy based ink or a comparable environmental friendly product. Above quantities are estimates and may be subject to change at the sole discretion of the City.

The following briefly describes, but is not limited to, the anticipated tasks required to successfully manage the Production of Informational Materials for the Source Water Protection Program:

Writing Responsibilities: Consultant shall provide the follow informational processes for each production type:

1. Staff will provide draft copy for any publication(s) pertaining to information related to but not limited to: technical issues, regulatory requirements, financial incentives, and pollution prevention measures. The Proposer shall edit these drafts for readability, clarity, spelling, grammar, and brevity.
2. The Proposer is expected to research, write, and format information for each publication related to but not limited to: technical issues, regulatory requirements, pollution prevention measures, stimulus projects, any new programs that become available, and testimonials of local individuals or businesses that have been successful partners in the City's environmental protection efforts.
3. Drafts of any/all articles shall be presented to the City of Dayton for review and approval prior to final printing. For purposes of proposal, the cost for writing shall include four (4) revisions after review for content and correctness by City staff. NOTE: There shall be no additional charges to the City for corrective actions after the four (4) edit reviews should edit

reviews uncover grammar, punctuation, spelling, or any other related errors made by propose.

4. Articles may require, but are not limited to interviews with local business, regulatory personnel and citizens. Topic matters for interviews shall be the sole discretion of the City.

Design / Photography / Art Work: Consultant shall provide all layout designs in a format that can be edited and/or reproduced by the City; and shall provide and/or incorporate the following photography/art work for each publication as necessary:

1. Photographs, digital pictures, or artwork provided by the City.
2. Photographs or digital pictures taken by the Consultant
3. Art work provided by the Consultant
4. Travel cost for providing photographs of events or articles

MEDIA SERVICES: The selected Proposer will work with the City's Water: Environmental Management, Marketing, and Information Management Systems Divisions in collaboration with City's Office of Public Affairs, as needed to:

1. Format printed material into versions capable of being distributed via electronic media,
2. Format printed material to contain active links when distributed via electronic media,
3. Adapt to various language translations,
4. Provide electronic versions to City in format that may be reproduced/edited by City,
5. Conduct Story Board meetings for video production

Printing: The actual quantity of documents needed for each item will be determined by the City and may fluctuate throughout the contract period. Publication/materials shall be printed on recycled paper using soy based ink or a comparable environmental friendly product.

Labeling / Delivery / Mailing: Consultant shall provide mailing services for all publications as necessary and delivery extra copies to: City of Dayton, Department of Water, 320 W Monument Ave., Dayton, OH 45402

Contingency: The actual format, quantity of documents, and mailings needed for each item is unknown and may change.

**ATTACHMENT B1
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Project: Production of Informational Materials for the Source Water Protection Program
Consultant: Think Patented

COMPENSATION – FIRST RENEWAL

The “Not-To-Exceed” fee is \$40,000.00, apportioned as follows:

Design Cost	\$375.00
Production	\$4,225.00
Writing	\$2,500.00
Photography / Art Work	\$3,775.00
Printing	\$11,369.50
Media	\$2,875.00
Labeling / Mailing	\$4,385.50
Delivery	\$157.50
Contingency	\$10,337.50
TOTAL	\$40,000.00

1. The total “billing limits” shall not exceed \$40,000.00 without further written authorization from the City.
2. The City shall remit payment to Consultant within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to the performance of the Services and shall be clearly identified and readily accessible to City. However, Consultant does not have to furnish such supporting documentation with its invoice, unless requested by the City.
3. Consultant shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Consultant shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.



City Manager's Report

6.

From **3470 - Water/Environmental Protection**

Date **March 14, 2018**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$80,000.00 (thru 3/31/2020)**

Name **Think Patented**

Address **2490 CrossPointe Dr.
Miamisburg, Ohio 45342**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2018 Source Water Protection	53997-3470-1159-55	\$40,000.00
2019 Source Water Protection	53997-3470-1159-55	\$40,000.00

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

Description

SOURCE WATER PROTECTION MARKETING MATERIALS

The Department of Water requests permission to enter into a Professional Services Agreement with Think Patented, in the amount of \$80,000.00 for the production and distribution of marketing materials. These materials will provide information on the City of Dayton's Multi-Jurisdictional Source Water Protection Program. Services include materials, labor, and research required to complete the work. These publications will be used to emphasize the aspects of the Source Water Protection Program and are essential for the continued protection of the region's drinking water supply.

The Professional Services Agreement is being funded using the Source Water Protection Funds as approved by the Source Water Protection Board on October 6, 2016.

Eight bids were received for this project on 1/24/2018. After evaluation, Think Patented's bid criteria was the lowest and best.

The Agreement shall commence upon execution by the City and shall expire upon expenditure of all funds provided herein or on March 31, 2020. There is an option to renew for three (3) additional 12-month periods, contingent upon satisfaction with the work and availability of funds. Any unused amount will remain in the Source Water Protection Fund.

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

A Certificate of Funds, Evaluation Criteria, and a copy of the Agreement are attached.

Signatures/Approval

Division _____

Department _____

City Manager _____

Approved by City Commission

Rashella Lavender

Clerk _____

Date _____

March 14, 2018

AGREEMENT

THIS AGREEMENT ("Agreement") is dated this 5th day of April, 2018, between the City of Dayton, Ohio, ("City") an Ohio municipal corporation, and Think Patented, 2490 CrossPointe Drive, Miamisburg, OH 45342 ("Consultant").

WITNESSETH THAT:

WHEREAS, The City desires the production and distribution of materials to provide information about the City of Dayton's Multi-Jurisdictional Source Water Protection Program; and,

WHEREAS, The City issued RFP No. 18002WTWE in November 2017 for the production of Informational Materials; and,

WHEREAS, Consultant submitted a proposal in response to the RFP; and,

WHEREAS, The City finds it in its best interest to accept Consultant's Proposal; and,

WHEREAS, Consultant is willing to perform such services and represents that its staff is fully qualified to perform such services; and,

WHEREAS, The services to be provided under this Agreement are necessary to achieve the purposes of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on March 31, 2020, whichever date is earlier. Upon the approval by the Dayton Source Water Protection Board ("Board") and the availability of funds, the City and Consultant may mutually agree to extend this agreement for three (3) additional terms of 12-months, at the established rates per Consultant's proposal.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all services necessary to complete the Services that are described in an Attachment A, Scope of Services, which is attached hereto incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration for the Services provided herein shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00). The City shall pay Consultant according to Attachment B, attached hereto and incorporated herein by reference. Consultant shall submit invoices for payment of the Services actually provided. Such invoices shall state the project completed and total amount requested. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. AUDITS

Consultant shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Consultant shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.

ARTICLE 5. CITY'S RESPONSIBILITIES

The City will furnish Consultant, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement as presented in Attachment C, which is attached hereto and incorporated herein by reference.

ARTICLE 6. STANDARD OF CARE

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

If, during the ninety (90) day period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such industry standards and City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to City, such Services within the original project as may be necessary to remedy such error.

ARTICLE 7. LIABILITY AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Consultant's negligent or willful acts, errors, or omissions. City is accountable for materials it supplies.

This Article 6 shall survive termination of this Agreement.

ARTICLE 8. INSURANCE

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (2) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (3) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding

Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 9. CONFIDENTIALITY

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit Consultant's disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the City.

ARTICLE 10. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

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

ARTICLE 11. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to submit a plan to the City.

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

ARTICLE 12. STANDARD TERMS:

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. 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.

C. COMMUNICATIONS

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

Consultant: Think Patented
2490 CrossPointe Dr.
Miamisburg, OH 45342
Attention: Kenneth O. McNerney, CEO and Managing Partner

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

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

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

H. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

Consultant affirms and certifies that it complies with Ohio Revised Code § 35.17.13 this one limiting political contributions.

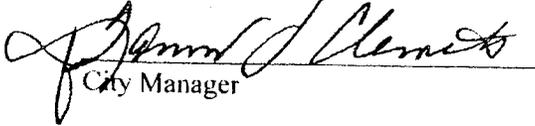
L. INTEGRATION

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

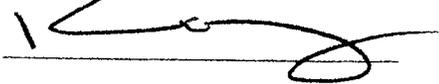
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IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO


City Manager

THINK PATENTED

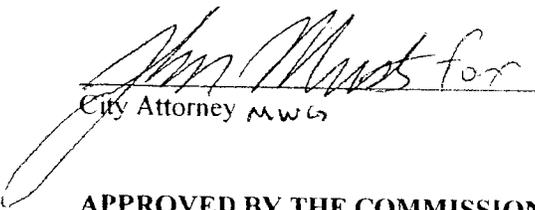
By: 

Its: CEO

APPROVED:


Director, Department of Water

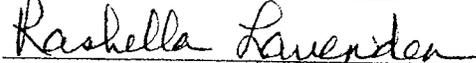
APPROVED AS TO FORM AND CORRECTNESS:


City Attorney MWG

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

MARCH 14, 2018

Mjn./Bk. I-15 Pg. 0210


Clerk of Commission

**ATTACHMENT A
TO
PROFESSIONAL SERVICES AGREEMENT**

City: City of Dayton, Ohio
Project: Production of Informational Materials for the Source Water Protection Program
Consultant: Think Patented

SCOPE OF WORK / PROJECT REQUIREMENTS:

Consultant shall provide services such as material, labor, research and any work required to complete work as denoted in the RFP. The focus will be on regional source water protection efforts, environmental regulatory updates, as well as any upcoming events related to groundwater protection an education. All items, layout, designs, pictures, etc., and any future materials resulting from this proposal shall be provided in a format that can be edit/reproduced by the City of Dayton. All printed and/ or electronic media will be considered draft until approved by the City of Dayton. All materials shall become the property of the City of Dayton. Mailing list(s) shall not be sold or distributed without express written consent from the City of Dayton.

Frequency:

The City of Dayton's ("City") objectives are to have four (4) newsletters produced 2018 and 2019, (one 8-page, one 6-page, and two 4-page issues each year) for a total of eight (8) issues: Two (2) pamphlets produced each year, 2018 and 2019, for a total of four (4) pamphlets; Two (2) calendars - one for each year; Laminated handouts and glossy cards will be produced as needed. The SWPP brochure, emergency contact list, and other items need to be redesigned and reproduced. The use of digital/electronic media may also be required. Modifications and reprinting of previously produced materials may be required. Publication/materials shall be printed on recycled paper using soy-based ink or a comparable environmental friendly product. Above quantities are estimates and may be subject to change at the sole discretion of the City.

The following briefly describes, but is not limited to, the anticipated tasks required to successfully manage the Production of Informational Materials for the Source Water Protection Program:

Writing Responsibilities: Consultant shall provide the follow informational processes for each production type:

1. The City staff will provide draft copy for any publication(s) pertaining to information related to but not limited to: technical issues, regulatory requirements, financial incentives, and pollution prevention measures. The Consultant shall edit these drafts for readability, clarity, spelling, grammar, and brevity.
2. Consultant is expected to research, write, and format information for each publication related to but not limited to: technical issues, regulatory requirements, pollution prevention measures, stimulus projects, any new programs that become available, and testimonials of local individuals or businesses that have been successful partners in the City's environmental protection efforts.
3. Drafts of any/all articles shall be presented to the City of Dayton for review and approval prior to final printing. For purposes of proposal, the cost for writing shall include four (4) revisions after review for content and correctness by City staff. NOTE: There shall be no additional charges to

the City for corrective actions after the four (4) edit reviews should edit reviews uncover grammar, punctuation, spelling, or any other related errors made by Consultant. Articles may require, but are not limited to interviews with local business, regulatory personnel and citizens. Topic matters for interviews shall be the sole discretion of the City.

Design / Photography / Art Work: Consultant shall provide all layout designs in a format that can be edited and/or reproduced by the City; and shall provide and/or incorporate the following photography/art work for each publication as necessary:

1. Photographs, digital pictures, or artwork provided by the City.
2. Photographs or digital pictures taken by the Consultant
3. Art work provided by the Consultant
4. Travel cost for providing photographs of events or articles

MEDIA SERVICES: The selected Proposer will work with the City's Water: Environmental Management, Marketing, and Information Management Systems Divisions in collaboration with City's Office of Public Affairs, as needed to:

1. Format printed material into versions capable of being distributed via electronic media,
2. Format printed material to contain active links when distributed via electronic media,
3. Adapt to various language translations,
4. Provide electronic versions to City in format that may be reproduced/edited by City,
5. Conduct Story Board meetings for video production

Printing: The actual quantity of documents needed for each item will be determined by the City and may fluctuate throughout the contract period. Publication/materials shall be printed on recycled paper using soy-based ink or a comparable environmental friendly product.

Labeling / Delivery / Mailing: Consultant shall provide mailing services for all publications as necessary and delivery extra copies to: City of Dayton, Department of Water , 320 W Monument Ave., Dayton, OH 45402

Contingency: The actual format, quantity of documents, and mailings needed for each item is unknown and may change.

**ATTACHMENT B
TO
PROFESSIONAL SERVICES AGREEMENT**

City: City of Dayton, Ohio
Project: Production of Informational Materials for the Source Water Protection Program
Consultant: Think Patented

COMPENSATION

The "Not-To-Exceed" fee is \$80,000.00, apportioned as follows:

Design Cost	\$750.00
Production	\$8,450.00
Writing	\$5,000.00
Photography / Art Work	\$7,550.00
Printing	\$22,739.00
Media	\$5,750.00
Labeling / Mailing	\$8,771.00
Delivery	\$315.00
Contingency	\$20,675.00
TOTAL	\$80,000.00

**ATTACHMENT C
TO
PROFESSIONAL SERVICES AGREEMENT**

City: City of Dayton, Ohio
Project: Production of Informational Materials for the Source Water Protection Program
Consultant: Think Patented

CITY'S RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of Consultant, the following item:

1. The services of at least one of the City's employees or staff.



City Manager's Report

9.

From **2340 - Planning & CD / Land Use Administration**

Date **April 8, 2020**

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

Total Amount **\$41,452.00 (thru 12/31/2022)**

Supplier, Vendor, Company, Individual

Name **HistoryWorks, LLC**

Address **P. O. Box 42568
Blue Ash, OH 45242**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
CDBG 2017 Community Planning – Plans and Studies	26207-2340-1159-32	\$41,452.00

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

Description

CDBG Agreement – National Register Historic District Nomination Services

Planning and Community Development requests approval to enter into an Agreement with HistoryWorks, LLC in the amount of \$41,452.00. For the Dayton View Triangle and College Hill neighborhoods, HistoryWorks will research the eligibility of all or parts of these neighborhoods as National Register Historic Districts (NRHDs). Based on the results of the research and with the support of these neighborhoods, HistoryWorks will complete NRHD nominations for each neighborhood. It is hoped this effort will result in all or parts of these neighborhoods being listed as NRHDs. Unlike local Historic District HD zoning, NRHDs do **not** regulate what can be done to the exterior of any district property or prevent the demolition of any district property.

This Agreement will implement Objective 4, B4a of the Phoenix Next Re-use and Investment Vision (Dec. 2019). The objective recommends this work to recognize the architectural significance of these neighborhoods and as another way they can promote themselves. Planning Division staff met with the Dayton View Triangle Federation in July 2019 and the College Hill Neighborhood Association in August 2019 and received support from each for this work.

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

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

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Tony Koep

John J. Kuntz

John J. Kuntz

City Manager

CERTIFICATE OF FUNDS

CT20-2546

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order:

Contract Start Date	Execution by the City
Expiration Date	12/31/22
Original Commission Approval	\$ 41,452.00
Initial Encumbrance	\$ 41,452.00
Remaining Commission Approval	
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 41,452.00 </u> Fund Code <u>26207 - 2340 1159 - 32 - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> Fund Org Acct Prog Act Loc </div>	Amount: <u> </u> Fund Code <u>XXXX} - XXX} - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> Fund Org Acct Prog Act Loc </div>
Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> Fund Org Acct Prog Act Loc </div>	Amount: <u> </u> Fund Code <u>XXXX} - XXX} - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> Fund Org Acct Prog Act Loc </div>

Attach additional pages for more FOAPALS

Vendor Name: HistoryWorks, LLC

Vendor Address: P. O. Box 42568 Blue Ash OH 45242

Street
City
State
Zipcode + 4

Federal ID: 270140011

Commodity Code: 906-48

Purpose: For the Dayton View Triangle and College Hill neighborhoods, HistoryWorks will conduct necessary research to determine the eligibility of all or parts of these neighborhoods as National Register Historic Districts. Based on this research, and with the support of the Dayton View Triangle and College Hill neighborhood associations, HistoryWorks will prepare National Register Historic District nominations for each neighborhood.

Contact Person: Ann Schenking X3699 Planning & Community Development 3/10/2020

Department/Division
Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

<u></u>	<u>03/17/2020</u>	
Finance Director Signature	Date	
<u></u>	<u>03/16/2020</u>	<u>CT20-2546</u>
CF Prepared by	Date	CF/CT Number

SA 3-13-2020
K240

(2) A CBDO that does not meet the criteria in paragraph (c)(1) of this section may also qualify as an eligible entity under this section if it meets one of the following requirements:

(i) Is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or

(ii) Is an SBA approved Section 501 State Development Company or Section 502 Local Development Company, or an SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or

(iii) Is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

(3) A CBDO that does not qualify under paragraph (c)(1) or (2) of this section may also be determined to qualify as an eligible entity under this section if the recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization's charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under paragraph (c)(1) or (2) of this section.

[60 FR 1944, Jan. 5, 1995, as amended at 71 FR 30035, May 24, 2006]

§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.

(a) Planning activities which consist of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans, including, but not limited to:

(1) Comprehensive plans;

(2) Community development plans;

(3) Functional plans, in areas such as:

(i) Housing, including the development of a consolidated plan;

(ii) Land use and urban environmental design;

(iii) Economic development;

(iv) Open space and recreation;

(v) Energy use and conservation;

(vi) Floodplain and wetlands management in accordance with the requirements of Executive Orders 11988 and 11990;

(vii) Transportation;

(viii) Utilities; and

(ix) Historic preservation.

(4) Other plans and studies such as:

(i) Small area and neighborhood plans;

(ii) Capital improvements programs;

(iii) Individual project plans (but excluding engineering and design costs related to a specific activity which are eligible as part of the cost of such activity under §§570.201–570.204);

(iv) The reasonable costs of general environmental, urban environmental design and historic preservation studies; and general environmental assessment- and remediation-oriented planning related to properties with known or suspected environmental contamination. However, costs necessary to comply with 24 CFR part 58, including project specific environmental assessments and clearances for activities eligible for assistance under this part, are eligible as part of the cost of such activities under §§570.201–570.204. Costs for such specific assessments and clearances may also be incurred under this paragraph but would then be considered planning costs for the purposes of §570.200(g);

(v) Strategies and action programs to implement plans, including the development of codes, ordinances and regulations;

(vi) Support of clearinghouse functions, such as those specified in Executive Order 12372; and

(vii) Analysis of impediments to fair housing choice.

(viii) Developing an inventory of properties with known or suspected environmental contamination.

(5) [Reserved]

(6) Policy—planning—management—capacity building activities which will enable the recipient to:

(1) Determine its needs;

(2) Set long-term goals and short-term objectives, including those related to urban environmental design;

(3) Devise programs and activities to meet these goals and objectives;

(4) Evaluate the progress of such programs and activities in accomplishing these goals and objectives; and

(5) Carry out management, coordination and monitoring of activities necessary for effective planning implementation, but excluding the costs necessary to implement such plans.

[53 FR 34439, Sept. 6, 1988, as amended at 56 FR 56127, Oct. 31, 1991; 60 FR 1915, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

§ 570.206 Program administrative costs.

Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part and, where applicable, housing activities (described in paragraph (g) of this section) covered in the recipient's housing assistance plan. This does not include staff and overhead costs directly related to carrying out activities eligible under §570.201 through §570.204, since those costs are eligible as part of such activities.

(a) *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not necessarily limited to, necessary expenditures for the following:

**CDBG AGREEMENT
HISTORYWORKS
NATIONAL REGISTER HISTORIC DISTRICT NOMINATION SERVICES
CFDA 14.218**

THIS AGREEMENT, entered into this _____ day of _____, 2020, is between the **CITY OF DAYTON OHIO**, a municipal corporation in and of the State of Ohio, hereinafter referred to as "**City**," and **HISTORYWORKS, LLC**, an Ohio Corporation hereinafter called "**HistoryWorks**."

WITNESSETH, THAT:

WHEREAS, The City is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as "**HUD**," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, responsible for the development, implementation, administration, and evaluation of HUD's Community Development Block Grant, hereinafter referred to as "**CDBG**," Program in Dayton; and,

WHEREAS, In its 2017 Action Plan, the City committed \$42,000.00 in CDBG FY 2017 funds from its Community Planning – Plans and Studies line item for the necessary research and preparation of National Register Historic District nominations for the city's Dayton View Triangle and College Hill neighborhoods; and

WHEREAS, The City has engaged the services of HistoryWorks to conduct the necessary research and prepare National Register Historic District nominations for the city's Dayton View Triangle and College Hill neighborhoods; and

WHEREAS, The Program set forth herein is eligible as a Planning and Capacity Building activity as defined in 24 Code of Federal Regulations ("CFR"), Part 570.205, which includes individual projection plans, community development plans, environmental studies, housing plans, and economic development plans; and,

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and HistoryWorks agree as follows:

ARTICLE 1. DEFINITIONS

- A. "Program Funds" shall mean any funds disbursed to HistoryWorks by the City from the CDBG Program under this agreement.
- B. "CDBG Program Funds" shall mean funding received by the City from HUD under the City of Dayton's CDBG Program.
- C. "Contract Period" shall mean the effective date of this agreement and time given for performance.
- D. "Project Activity" shall mean the activity therein described in Articles 2 and 3 of this Agreement.

ARTICLE 2. PURPOSE

The purpose of this Agreement is to provide funding for project activities approved by the City under the CDBG Program for Program Year 2017 as described in *Article 3 – Scope of Work*.

All activities authorized by this Agreement will be performed in accordance with the goals, objectives, and budget set forth herein and the monitoring scheduling set forth in *Exhibit A – CDBG Program Monitoring Schedule*, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations. HistoryWorks further agrees that it will notify the City prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of the HUD CDBG Program and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

ARTICLE 3. SCOPE OF WORK AND TIMELINE FOR COMPLETION OF SCOPE OF WORK ITEMS

HistoryWorks shall provide the work and services, in a manner satisfactory to the City consistent with any standards required as a condition of providing these funds. HistoryWorks hereby agrees to use CDBG funds towards the preparation of items outlined in the Scope of Work which is attached as Exhibit B.

HistoryWorks certifies that the activities carried out under this Agreement are allowable expenses under 24 CFR 570.205 and are a provision of planning services, and are considered to address the national objectives per 24 CFR 570.208.

Upon execution of this contract, the City and HistoryWorks will agree upon a timeline for completion of items in the Scope of Work.

ARTICLE 4. TERM OF AGREEMENT

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. The term of performance for this Agreement is April 1, 2020 through December 31, 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which HistoryWorks remains in control of CDBG funds or other CDBG assets, including Program Income.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to HistoryWorks the City's 2017 CDBG funds, in the amount not to exceed **FORTY-ONE THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS AND ZERO CENTS (\$41,452.00)** for the work and services to be provided by HistoryWorks, pursuant to this Agreement. Payments may be contingent upon certification of HistoryWorks financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

- A. Compliance
 - 1. HistoryWorks agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this

Agreement.

2. HistoryWorks agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.
3. HistoryWorks agrees to prohibit the use of federal funds for lobbying in compliance with the following:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of HistoryWorks, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 agreement, grant, loan or cooperative agreement, HistoryWorks shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. HistoryWorks shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

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

HistoryWorks, its employees and any person retained or hired by HistoryWorks to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, HistoryWorks will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. HistoryWorks further acknowledges and agrees that none of its employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification

HistoryWorks 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 HistoryWorks or its employees, agents, subcontractor(s), and representatives. Further, in the event that HistoryWorks violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, HistoryWorks shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. Workers' Compensation

HistoryWorks shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

HistoryWorks shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)**. HistoryWorks shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

HistoryWorks shall ensure recognition of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, HistoryWorks will include a reference to the support provided in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or HistoryWorks 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 City's Director of the Department of Planning and Community Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the City or HistoryWorks from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of work, or schedule of the activities to be undertaken as part of this Agreement, such modifications

will be incorporated only by written amendment signed by both the City and HistoryWorks.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if HistoryWorks 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 HistoryWorks to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by HistoryWorks 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 HistoryWorks, 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 Agreement's grant of funds will not accomplish the purpose for which the Agreement was made, the City may terminate the Agreement in its entirety.

I. Political Contributions

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

ARTICLE 7. CONTACTS

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or HistoryWorks by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City: City of Dayton, Ohio
Department of Planning and Community Development
101 West Third Street
Dayton, Ohio 45402
Attn: Ann Schenking
(937) 333-3699
ann.schenking@daytonohio.gov

To HistoryWorks HistoryWorks, LLC
P.O. Box 42568
Blue Ash, OH 45242

Attn: Samiran Chanchani
historyw@historyworks.us
(513) 265-8493

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

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

HistoryWorks agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, 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

HistoryWorks shall administer its program in conformance with 2 CFR Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

- a. 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

HistoryWorks shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities 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 providing a full description and reporting of all accomplishments by HistoryWorks between execution of this agreement and December 31, 2022.
- c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- d. Records required to determine the eligibility of activities;

- e. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

HistoryWorks shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. Retention of Records and Documentation

HistoryWorks 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 Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time.

Within thirty (30) days of the expiration or conclusion of the Agreement, HistoryWorks shall provide the City with full and complete copies of all project files and records associated with the Agreement. Additionally, copies of all files and records pertaining to federal funding contracted through the City shall be provided to the City should HistoryWorks cease operations.

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.

4. Disclosure

HistoryWorks 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 HistoryWorks' 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/guardian or otherwise required by law or court order.

5. Close-Outs

HistoryWorks' 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 and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect

during any period that HistoryWorks is receiving CDBG funds.

6. Audits, Monitoring, and Evaluation

All HistoryWorks 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 HistoryWorks within thirty (30) days after notice thereof. Failure of HistoryWorks to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. HistoryWorks hereby agrees to have an annual audit conducted in accordance with current City policy. HistoryWorks shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

HistoryWorks shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. HistoryWorks 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.

7. Property Records

HistoryWorks 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) and 2 CFR Part 200, as applicable.

C. Reporting Procedures

1. Indirect Costs

If indirect costs are charged, HistoryWorks will develop an indirect cost allocation plan for determining the appropriate HistoryWorks' share of administrative cost in accordance with 2 CFR Part 200 and shall submit such plan to the City for approval, in a form specified by the City.

2. Payment Procedures

The City will pay to HistoryWorks funds available under this Agreement based upon information submitted by HistoryWorks 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 HistoryWorks, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in HistoryWorks accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City

on behalf of HistoryWorks.

3. Progress Reports

HistoryWorks shall submit regular Progress Reports to City in the form, content, and frequency, as required by City.

D. Procurement

1. Compliance

HistoryWorks 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 CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

HistoryWorks shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. OMB Standards

Unless specified otherwise within this agreement, HistoryWorks shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

HistoryWorks shall obtain written approval from the City for any travel outside the State of Ohio with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. HistoryWorks shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under HistoryWorks' control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If HistoryWorks fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, HistoryWorks shall pay the City an amount equal to the current fair market value of the property less any portion

of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. HistoryWorks may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by HistoryWorks for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE 9. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

HistoryWorks 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

HistoryWorks 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 non-discrimination provisions in Section 109 of the HCDA are still applicable.

HistoryWorks 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 HistoryWorks 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, HistoryWorks 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. HistoryWorks, 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

HistoryWorks 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 HistoryWorks with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Affirmative Action Assurance Form

HistoryWorks 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 HistoryWorks to assist in the formulation of such program. HistoryWorks shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. HistoryWorks must also keep current its Affirmative Action Assurance Form which is filed with the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

HistoryWorks 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. HistoryWorks 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

of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of **TWO THOUSAND DOLLARS AND NO CENTS (\$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 City 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 HistoryWorks of its obligation, if any, to require payment of the higher wage. HistoryWorks shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, HistoryWorks and any of HistoryWorks' subcontractors. Failure to fulfill these requirements shall subject the City, HistoryWorks and any of HistoryWorks' subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. HistoryWorks certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

HistoryWorks agrees to comply with the "Section 3" requirements set forth above, and shall include the following language in all subcontracts executed for the program:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing."

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The contractor agrees to send to each labor organization or

representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

b. HUD Section 3 Participation Goals

Developer agrees that the aspiration sub-contracting goals for certified HUD Section 3 certified business sub-contracting and hiring goals will be:

Employment: Thirty percent (30%) of the aggregate number of new hires during a one year period of the project. (Example: A construction contractor hires 10 new workers. Three of the new workers should be

Section 3 eligible persons.)

Contracting: (a) At least 10 percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, construction, and other public construction with federal funds; and (b) At least three percent (3%) of the total dollar amount of all other, including professional services, covered Section 3 contracts to eligible Section 3 business concerns. HUD Section 3 companies can be found at <http://daytonhrc.org/business-technical-assistance/certification/>

c. Notifications

HistoryWorks agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. Subcontracts

HistoryWorks will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by City. HistoryWorks will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

HistoryWorks 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 HistoryWorks 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

HistoryWorks 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

HistoryWorks 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

HistoryWorks 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

HistoryWorks 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

HistoryWorks 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

HistoryWorks agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

- a. HistoryWorks 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 HistoryWorks 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 CDBG-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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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, officer, or elected or appointed official of the City, HistoryWorks, or any designated public agency.

5. Lobbying

HistoryWorks 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.
- d. 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. and 2 CFR 200.450. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)** and not more than **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** for each such failure.

6. 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.

7. Religious Activities

HistoryWorks 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 10. ENVIRONMENTAL CONDITIONS

A. Air and Water

HistoryWorks shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), HistoryWorks shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

HistoryWorks agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

ARTICLE 11. 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 12. 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 13. WAIVER

The City's failure to act with respect to a breach by HistoryWorks 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 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and HistoryWorks 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 HistoryWorks with respect to this Agreement.

ARTICLE 15. 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.

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

CITY OF DAYTON, OHIO

HISTORYWORKS, LLC

City Manager

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS:

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



City Attorney *LSK*

_____, 2020

Min./Bk. _____ Page _____

Clerk of the Commission

**EXHIBIT A
CDBG MONITORING SCHEDULE**

Grantee: City of Dayton Department of Planning and Community Development

Subrecipient: HistoryWorks, LLC

Project/Program: National Register Historic District Nomination Services – Dayton View Triangle and College Hill Neighborhoods

Monitoring Subject Area	Date of Review	City Representative
<i>Section I. Required Monitoring for ALL CDBG HISTORYWORKS Agreements</i>		
Financial and Program Eligibility	Upon submission of invoice(s)	Ann Schenking or designated staff
Program Performance and Records Management	Ongoing on a quarterly basis until termination of Agreement	Sarah Geist or designated staff
Environmental Review	Not Applicable	Not Applicable
Historic Properties Protection Review	Not Applicable	Not Applicable
On-Site Monitoring Visit	Not Applicable	Not Applicable

<i>Section II. Specific Monitoring Areas based on Project Type</i>		
Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)	Not Applicable	Not Applicable
Acquisition and Relocation Compliance	Not Applicable	Not Applicable
Housing Rehabilitation Guidelines	Not Applicable	Not Applicable
Economic Development Guidelines	Not Applicable	Not Applicable

EXHIBIT B SCOPE OF WORK

Grantee: City of Dayton Department of Planning and Community Development

Subrecipient: HistoryWorks, LLC

Project/Program: National Register Historic District Nomination Services – Dayton View Triangle and College Hill Neighborhoods

1. Conduct research, necessary surveys and obtain all information necessary to prepare and submit a National Register Preliminary Questionnaire for each neighborhood to the Ohio Historic Preservation Office (SHPO).
2. Recommend National Register district boundaries within each neighborhood based on comments/direction from SHPO and City of Dayton staff.
3. Prepare for and participate in a meeting with the Dayton View Triangle and College Hill neighborhood associations on the results of information collected for each neighborhood to date along with recommended National Register boundaries; address comments as necessary. City staff will make all meeting arrangements.
4. Prepare and submit for SHPO review an initial complete National Register of Historic Places District Nomination Property Information Form for each proposed district that includes all information requested on the form such as maps, spreadsheets of identified properties and their status as contributing/non-contributing, photographs, and other requirements for SHPO review.
5. Prepare for and participate in a community meeting for each neighborhood as required for nominations with over 50 property owners. City staff will determine meeting locations and set-up, and provide meeting notifications.
6. Address SHPO comments on initial complete National Register of Historic Places District Nomination Property Information Forms and submit follow-up information as needed.
7. Attend Ohio State Historic Preservation Advisory Board (OSHPAB) meeting in Columbus, Ohio when the nominations are reviewed.
8. Prepare for and participate in status report conference calls with City staff to provide updates on progress made, discuss work completed, conclusions, address questions and comments as needed, etc. Such conference calls will occur as needed, most likely prior to the start of work on the project, prior to submission of any documents to SHPO, prior to any neighborhood/community meetings, and after SHPO comments are received.
9. During all steps in the process, address comments from SHPO and City of Dayton.
10. All documents submitted to the SHPO must be approved by City staff prior to submittal.

If, based on the National Register Preliminary Questionnaire, the SHPO determines that no portion of either neighborhood is eligible for National Register District listing, the Scope of Work and this Agreement will conclude at that point. If the SHPO determines that only portions of the neighborhoods are eligible as National Register Districts, the Scope of Work and amount paid to HistoryWorks will be adjusted accordingly.

**AGREEMENT
BETWEEN
SINCLAIR COMMUNITY COLLEGE
AND
CITY OF DAYTON, OHIO**

This **AGREEMENT** (“Agreement”) is made and entered into between Sinclair Community College, a community college and a political subdivision of the State of Ohio, with its main campus located in Dayton, Ohio 45402 (“Sinclair”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”).

WITNESSETH THAT:

WHEREAS, The parties desire and have determined that it is in their mutual interests and in the public interest for modifications and improvements to be made to portions of Fourth and Fifth Streets in the vicinity of Sinclair’s campus in downtown Dayton involves modification of City right-of-way (“Street Improvements” described further below) and adjacent property owned by Sinclair (collectively, “the Project”); and,

WHEREAS, The Street Improvements include narrowing the width of the roads, reducing the speed limit, eliminating asphalt and concrete, creating a bike lane and landscaping enhancements; and,

WHEREAS, The Project is part of numerous strategic changes and reforms being made by Sinclair to make its Dayton Campus more appealing to students and visitors from across the region; and,

WHEREAS, Sinclair has certain funds available to pay for the Project, and the parties believe working cooperatively will enable the construction and maintenance of the Project to proceed in an economical and effective manner; and,

WHEREAS, The parties recognize that other written agreements and official actions by the parties and by third parties may be necessary to carry out the terms of this Agreement and the work described herein and agree to work cooperatively and in good faith to accomplish those.

NOW, THEREFORE, in consideration of the foregoing the parties agree as follows:

Section 1. TERM OF AGREEMENT; TERMINATION.

A. Term: Upon full execution by the parties, this Agreement will be deemed effective as of the date executed by the City Manager (the “Effective Date”) and will terminate on January 31, 2041 or when the City has received all payments required herein, whichever is earlier, unless terminated earlier in accordance with the terms herein (the “Term”).

B. Termination:

(1) Party Default. In the event that Sinclair defaults or breaches in the performance or fulfillment of one or more material term(s), promise(s), or

condition(s) of this Agreement ("Party Default"), and fails to cure such Party Default within ninety (90) days following delivery of written notice from a non-defaulting party specifying the Party Default (subject to extension as provided herein), the City may terminate this Agreement.

(2) City Default. In the event that the City defaults or breaches in the performance or fulfillment of one (1) or more material term(s), promise(s), or condition(s) of this Agreement ("City Default"), and fails to cure such City Default within ninety (90) days following delivery of written notice from a non-defaulting party specifying the City Default (subject to extension as provided herein), the non-defaulting party may terminate this Agreement.

(3) Extension of Cure Period. Notwithstanding anything to the contrary herein, the time to cure any Party Default or City Default will be extended so long as the defaulting party has commenced the cure and (i) the nature of the default is such that it cannot reasonably be cured within ninety (90) days and (ii) the defaulting party continues to diligently pursue the cure to completion. The deadline for any cure under this paragraph will not excuse the obligation of any defaulting party to take timely and proper action to prevent, stop, mitigate, or alleviate any recent or impending damage to the Property or neighboring property or facilities or any existing or imminent threat to public health and safety.

Section 2. Parking Meters

- A. The City will remove fifty-eight (58) parking meters located along Fourth and Fifth Streets, between Perry Street to the east and Robert Drive to the west. The City will relinquish all City owned and controlled parking currently related to these meters, as these parking spaces will be converted to plantings and other green space.
- B. In recognition of the City's loss of parking revenue, Sinclair will pay the City Sixty-Two Thousand Dollars and Zero Cents (\$62,000.00) annually for a term of twenty (20) years, for a total amount of One Million Two Hundred Forty Thousand Dollars and Zero Cents (\$1,240,000.00). The first payment will be made within thirty (30) days of the execution of this Agreement by both parties or the actual removal of the parking meters, whichever occurs later, and subsequent payments will be made annually thereafter on or before December 31.

Section 3. Greater Dayton Regional Transit Authority

- A. City and Sinclair will cooperate with Greater Dayton Regional Transit Authority ("RTA") in connection with work planned by RTA in the area of the Street Improvements, which includes installation of trolley wire ("RTA work") onto Sinclair owned light poles.
- B. Sinclair expects to enter into a separate written agreement with RTA outlining the coordination of RTA's installations and the Project and the contribution Sinclair may

make toward the RTA installations, including but not necessarily limited to Sinclair's agreement to purchase all poles for RTA work.

Section 4. City Obligations

- A. City will plan and carry out all water main replacement work in the area of the Street Improvements. The City will coordinate and will use its best efforts to complete the water main replacement to avoid interference with the Street Improvements.
- B. City will grant to Sinclair all necessary access to city right of way to carry out the Project; provided however that Sinclair submits the proper right of way permit application and other required plans.
- C. City will promptly review all applications and plans submitted by Sinclair and inspect, as necessary, work performed by Sinclair's contractors and subcontractors to assure that that the Project is accomplished in accordance with a schedule which provides for all work to be completed by approximately December 2019. The City shall not be responsible or liable for any project delays.
- D. The parties' respective obligations for maintenance of the Street Improvements after completion are set forth in attached Exhibit A, attached hereto and incorporated herein.
- E. City will reduce the speed limit on Fourth and Fifth Streets in the area in which the Street Improvements occur to 25 miles per hour.

Section 5. Sinclair Obligations

- A. Sinclair will prepare plans for the Project and will obtain approval from City engineers, and if necessary or required the Commission of the City of Dayton, Ohio. The plans will clearly identify work to be done in City right of way and work to be done on property owned by Sinclair.
- B. Sinclair will process and pay all costs associated with the bidding and awarding of contracts for the Street Improvements.
- C. Sinclair will pay all costs associated with the actual construction of the Street Improvements.
- D. Sinclair will maintain all street lighting in the area of the Street Improvements and all aspects of the Street Improvements contained on Sinclair owned property after completion of the work.
- E. Sinclair shall be responsible for the cost of any additional adjustments or edits to the Street Improvements once the City water main replacement is complete.

Section 6. Equal Opportunity and Non-Discrimination.

- A. Sinclair 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.
- B. 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.

Section 7. Miscellaneous

- A. No additional right of way will be required to be transferred by Sinclair or any other party to the City to carry out the Project.
- B. Each party will appoint one employee to serve as the primary contact person for purposes of this Agreement and all matters relating to carrying out the Project. The contact persons and other employees and contractors will meet regularly to discuss the status of the Project and in particular the Street Improvements and any issues that may arise.
- C. 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:

Sinclair: Sinclair Community College
444 W. Third Street
Dayton, Ohio 45402-1460
Attn: Chief Financial Officer

With a Copy to: Sinclair Community College
444 W. Third Street
Dayton, Ohio 45402-1460
Attn: General Counsel

City: City of Dayton
101 W. Third Street
Dayton, Ohio 45401
Attn: Civil Engineering

With a Copy to: _____

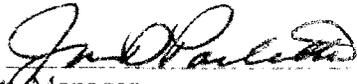
- D. Conflict of Interest. Sinclair represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Sinclair further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- E. 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.
- F. 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 legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- G. Waiver. A waiver by either party of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.
- H. 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 Sinclair.
- I. 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.
- J. 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.

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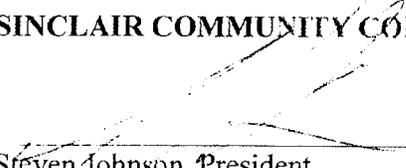
IN WITNESS WHEREOF, City and Sinclair, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF DAYTON

SINCLAIR COMMUNITY COLLEGE



Joe Paulina, City Manager

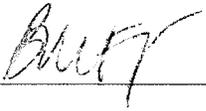


Steven Johnson, President

Date 3/26/19

Date 3/22/19

APPROVED AS TO FORM
AND CORRECTNESS:

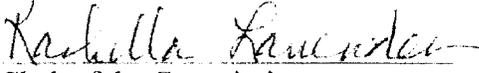


City Attorney

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

March 20, 2019

Mfn. / Bk. I-15 Pg. _____



Clerk of the Commission

Exhibit A

Maintenance Responsibilities:

Sinclair

- a. Street lighting (including poles, luminaires, luminaire arms, conduits, wiring, and pullboxes)
- b. Curbs
- c. Sidewalks
- d. Driveway approaches
- e. Raised crosswalks
- f. Brick pavers
- g. Tree lawn
- h. Landscaping (including trees)
- i. Street rumble strips
- j. Bollards

City

- k. Asphalt pavement
- l. Traffic pavement markings
- m. Traffic signs
- n. Traffic signals
- o. Catch basins and main line laterals

**FIRST AMENDMENT TO AGREEMENT
WITH SINCLAIR COMMUNITY COLLEGE**

This **FIRST AMENDMENT** (“Amendment”) is made and entered into between Sinclair Community College, a community college and a political subdivision of the State of Ohio, with its main campus located in Dayton, Ohio 45402 (“Sinclair”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”).

WITNESSETH THAT:

WHEREAS, The parties desire and have determined that it is in their mutual interests and in the public interest for modifications and improvements to be made to portions of Fourth and Fifth Streets in the vicinity of Sinclair’s campus in downtown Dayton involving modification of City right-of-way (“Street Improvements” described further below) and adjacent property owned by Sinclair (collectively, “the Project”); and,

WHEREAS, The Project is part of numerous strategic changes and reforms being made by Sinclair to make its Dayton Campus more appealing to students and visitors from across the region; and,

WHEREAS, Sinclair desires the additional services, and City is willing to perform such services.

Now, therefore, in consideration of the foregoing the parties agree to amend the Agreement as follows:

Section 1. Section 4, City Obligations, is hereby deleted in its entirety and replaced with the following:

Section 4. City Obligations

- A. City will plan and carry out all water main replacement work in the area of the Street Improvements. The City will coordinate and will use its best efforts to complete the water main replacement to avoid interference with the Street Improvements.
- B. City will remove the three (3) traffic signals located at the crosswalks within the area of the Project. City will also install new traffic signs at the crosswalks which will include the downward diagonal arrow sign (W16-7P).
- C. City will grant to Sinclair all necessary access to city right of way to carry out the Project; provided however that Sinclair submits the proper right of way permit application and other required plans.
- D. City will promptly review all applications and plans submitted by Sinclair and inspect as necessary, work performed by Sinclair’s contractors and subcontractors to assure that that the Project is accomplished in accordance with a schedule which provides for all work to be completed by approximately December 2019. The City shall not be responsible or liable for any project delays.
- E. The parties’ respective obligations for maintenance of the street Improvements after completion are set forth in attached Exhibit A, attached hereto and incorporated herein.
- F. City will reduce the speed limit on Fourth and Fifth Streets in the area in which the Street Improvements occur to 25 miles per hour.

Section 2. Section 2.1, Traffic Signals, shall be added to the Agreement and shall include the following:

Section 2.1 Traffic Signals

- a. If the City determines that pedestrian and motorist safety require that traffic signals be reinstalled and/or that additional signage be installed, the City shall notify Sinclair of such determination in writing and shall permit Sinclair to have input into the type, design, and location of the signage and/or signals.
- b. If Sinclair wants to have traffic signals or signs added to, modified, or removed in any area of the Project, Sinclair shall make a request to the City, City approval shall be required.
- c. If any traffic signals are added or removed, the parties will discuss and negotiate in good faith about who will assume the responsibility for doing and paying for the work.

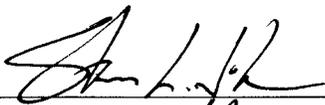
Section 3. Except as amended by this First Amendment, the Agreement shall remain in full force and effect and shall remain unchanged.

IN WITNESS WHEREOF, the City and Sinclair, each by a duly authorized representative, have executed this First Amendment as of the date first above written.

CITY OF DAYTON, OHIO

SINCLAIR COMMUNITY COLLEGE

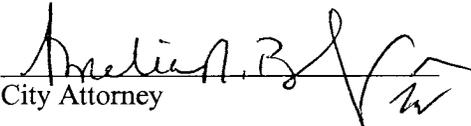
City Manager



Title President/CEO

**APPROVED AS TO FORM
AND CORRECTNESS:**

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



City Attorney

_____, 2020

Min./Bk. _____ Pg. _____

Clerk of the Commission

**Downtown
Neighborhood**



*Project
Location*

1st and 2nd Reading 11.
31801-20

By.....

No.....

AN ORDINANCE

Authorizing the Sale of Real Estate Located at 101 Bainbridge Street to Oregon Innovation District II, LLC, an Entity of Weyland Ventures, for a Public Purpose, and Declaring an Emergency.

WHEREAS, City Commission adopted The Greater Downtown Dayton Plan Priority Recommendations ("Greater Downtown Plan") on November 17, 2010; and

WHEREAS, On May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision ("CitiPlan 20/20"), of which redevelopment, reuse and revitalization are key components; and

WHEREAS, In 2013, the City acquired the property to advance the public-private partnership with Weyland Ventures and its investor partners for the purposes of redevelopment; and

WHEREAS, The City is committed to stimulating economic growth, vibrancy, and private sector investment within its municipal boundaries that result in high-density, mixed-use, areas that combine office, retail, living and amenity spaces while retaining the characteristics of our authentic urban environment; and

WHEREAS, Coupled with their nearly \$30M private investment to date, Weyland Ventures and its related entity have made an offer to purchase the Property from the City for the sum of TEN DOLLARS (\$10.00); and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this ordinance take effect at the earliest possible time; now, therefore,

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

Section 1. That the offer to purchase the parcel of real estate described in Section 2 of this Ordinance is accepted by the Commission.

Section 2. That the City Manager is authorized to proceed with the sale of the real estate described in Exhibit A to Oregon Innovation District II, LLC.

Section 3. That the City Manager is authorized and directed to execute the Quit Claim Deed, on behalf of the City.

Section 4. That the property described above shall be sold for the purposes set forth in the various preambles of this ordinance and for the consideration to be deposited into the following account:

ECONOMIC DEVELOPMENT FUND

16304-2600-29601-41

TEN DOLLARS

(\$10.00)

Section 5. That for the reasons stated in the preamble hereof, this ordinance is declared to be an emergency measure and shall take effect immediately upon passage.

Passed by the Commission....., 2020

Signed by the Mayor....., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

EXHIBIT A

Situate in the City of Dayton, County of Montgomery, State of Ohio and being all of Lots Numbered 5000, 5001, 5002, 5003, 4880, 4881, 4882, 4883, 4884, 4885, 4886, and 77716 of the revised and consecutive numbers of Lots on the plat of said City of Dayton.

Also, the following described real estate, viz:

Situate in the City of Dayton, County of Montgomery, State of Ohio and being all of Lots Numbered 4887 and 4888 of the revised and consecutive numbers of lots on the plat of the said City of Dayton, Ohio, the parts of said lots hereby conveyed being described as follows:

Nineteen and eight tenths (19.8) feet taken by parallel lines off the North side of said lots numbered 4887 and 4888.

Also the following Parcels of Real Estate:

Situate in the City of Dayton, County of Montgomery, and the State of Ohio and described as follows:

Parcel No. 1

Being the east one half of the land of the vacated public alley, dedicated as an alley 17.5 feet in width, and described as an alley 17.5 feet in width and described as the first Alley West of Bainbridge Street from State Street to the Alley North of State Street abutting lot No. 4880 on the West.

Parcel No. 2

Being all of the lands of the vacated public alley, a part of which was dedicated as the South one half of an 18.55 feet alley, and the remainder as the North part of 15.25 feet alley, and described as the first Alley North of State Street from the West Property line of the first Alley West of Bainbridge Street to the West property line of Bainbridge Street, abutting Lots Numbered 4880, 4881, 4883, 4884, 4885, 4886, 4887 and 4888 on the North and Lot Numbered 5000 on the South, excepting therefrom that portion of the said lands lying to the West of the mid-line of the vacated first Alley West of Bainbridge Street;

Parcel No. 3

Being all of the lands of the vacated public alley dedicated as a ten (10) feet wide half alley, and described as the First Alley West of Bainbridge Street from the First Alley North of State Street to the Second Alley North of State Street, abutting Lots Numbered 5000, 5001, 5002, and 5003 on the West;

Parcel No. 4

Being all of the lands of the vacated public alley dedicated as a ten (10) feet wide half alley, and described as the Second Alley North of State Street from the West property line of the First Alley West of Bainbridge Street to the West property line of Bainbridge Street, abutting Lot Numbered 5003 on the North;

Which said alleys were vacated by City Commission of the City of Dayton, Ohio by Ordinance No. 17463, passed July 16, 1952, reference is made to the original plats of the

dedication of said alley, Plat Book A, Pages 134 and 156 of the Plat Records of Montgomery County, Ohio.

Parcel ID No. R72-006-04-0003, R72-006-04-0004, R72-006-04-0005, R72-006-04-0006, R72-006-04-0007, R72-006-04-0008, R72-006-04-0009, R72-006-04-0010, R72-006-04-0011, R72-006-04-0012, R72-006-04-0013, R72-004-04 0014, R72-006-04-0015, R72-006-09-0020

March 30, 2020

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

FROM: Ford P. Weber, Director ^{FPW}
Department of Economic Development

SUBJECT: Ordinance Authorizing Disposition of 101 Bainbridge Street

Attached is legislation proposed for addition to the April 8, 2020 City Commission calendar. The Ordinance authorizes the sale of 101 Bainbridge Street to Oregon Innovations II, a related entity of Louisville, KY based Weyland Ventures. It empowers the City Manager to execute the Quit Claim Deed associated with this project.

The City of Dayton's public private partnership with Weyland Ventures, its related entities and investor partners, began in 2013. Since then, they have made nearly \$30M of private investment in Oregon East.

This Ordinance is associated with a real estate matter. Therefore, we request it be passed as an emergency with two readings at one meeting.

If you have any questions, please contact Amy Walbridge at X3813.

FPW/aw

1st and 2nd Reading 10.
31902-20

BY.....

NO.....

AN ORDINANCE

Amending Revised Code of General Ordinances Section 72.03 to Prohibit Parking Over Curbs, in Tree lawns, and Other Locations, and Declaring an Emergency.

WHEREAS, Chapters 72 of the Revised Code of General Ordinances regulates parking within the City limits; and

WHEREAS, The City wishes to prohibit parking vehicles in a manner and at locations that damage property and add to neighborhood blight; and

WHEREAS, Section 72.03 of the Revised Code of General Ordinances is being amended to clearly prohibit parking over the curb and in the tree lawn area between the edge of the roadway and the sidewalk; and

WHEREAS, Such parking breaks down concrete, damages the curbs, and kills grass, and consequently adds to neighborhood blight; and

WHEREAS, For the protection of the public health, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That Section 72.03(D) of the Revised Code of General Ordinances be amended to read as follows:

(D) Over a curb, between the outside edge of a shoulder and the sidewalk, between the outside edge of a roadway that has no shoulder and the sidewalk, between the curb and street right-of-way line on a curbed street, or on the tree lawn; unless permitted by signs posted by the Department of Public Works.

Section 2. That the former Section 72.03(D), as previously enacted by the Commission, is hereby repealed.

Section 3. For the reasons stated in the preamble hereof, this Ordinance is declared an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2020

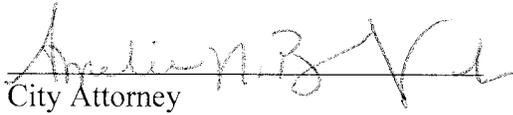
SIGNED BY THE MAYOR....., 2020

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

March 12, 2020

TO: Shelley Dickstein
City Manager

FROM: Richard S. Biehl
Director and Chief of Police

LT. COL. EAST COL

SUBJECT: Parking on Curbs Complaint

On January 3, 2020, we received an email reference illegal parking along E. Hillcrest Avenue. Upon reading the complaint, I assigned West Patrol Operations Division (WPOD) to investigate and take appropriate action. Since receiving the complaint, several citations have been issued to vehicles illegally parked in the area. Officers will continue to monitor the area and take appropriate action as needed.

One of the issues found is that there currently is no law against parking a vehicle with the wheels over a curb, between the outside edge of a shoulder and the sidewalk, between the outside edge of a roadway that has no shoulder and the sidewalk, between the curb and the street right of way on a curbed street or on the tree lawn, as long as the right wheels are parallel to the road and within 12 inches of the curb.

We have contacted City Prosecutor Troy Daniels and verified this information. Major Christopher Malson worked with the Law Department to create an amendment for the RCGO to provide a provision that would make this manner of parking a violation. Attached to this memo is a copy of the ordinance that has been approved by the City Prosecutors office and the City Law Department.

RSB:cmm

cc: Tammi Clements
Joe Parlette
Barb Doseck

1st and 2nd Reading 13.
6480-20

By:

No

A RESOLUTION

Authorizing the Execution of All Documents and in All Ways to Act as the Authorized Agent Relative to the Federal Emergency Management Agency ("FEMA") Public Assistance Grants and Other State and Federal Disaster Aid, and Declaring an Emergency.

WHEREAS, Given the magnitude of the impact of COVID-19 on the health and welfare of the public, as well as the imminent threat to the State of Ohio's economy, Governor DeWine issued an Emergency Disaster Declaration for the entire State of Ohio on March 6, 2020; and

WHEREAS, On March 12, 2020 the City Manager and Mayor declared a State of Emergency for the City of Dayton due to the imminent public health threat posed by COVID-19; and

WHEREAS, The President of the United States, recognizing the threat to life, safety and to the economy of the United States of America, declared a National Emergency Concerning the COVID-19 Outbreak on March 13, 2020; and

WHEREAS, In order for this Resolution to take effect within the time frame specified and for the immediate preservation of the public peace, property, health and safety, and for the usual daily operations of the various departments of the City it is necessary that this Resolution take effect immediately; now, therefore,

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

Section 1. That the Commission of the City of Dayton, Ohio, hereby authorizes Joseph Parlette, Deputy City Manager, to execute all documents and in all ways to act as the Authorized Agent relative to the Public Assistance Grant Program and other forms of State and Federal Disaster Aid.

Section 2. That the Commission of the City of Dayton, Ohio, hereby authorizes Diane T. Shannon, Director, Department of Procurement, Management and Budget to act as an alternate to Mr. Parlette to execute all documents and to in all ways act as the Authorized Agent relative to the Public Assistance Grant Program and other forms of State and Federal Disaster Aid.

Section 3. For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2020

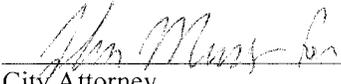
SIGNED BY THE MAYOR....., 2020

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney

1st and 2nd Reading 11
6481-70

By:

No

A RESOLUTION

Authorizing the Participation of the City of Dayton in the Ohio Department of Transportation Cooperative Purchasing Program, and Declaring an Emergency.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for municipal corporations, among other political subdivisions, to participate in contracts of the Ohio Department of Transportation (“ODOT”) for the purchase of machinery, materials, supplies or other articles; and,

WHEREAS, The City of Dayton finds it advantageous to participate in ODOT contracts for the purpose of machinery, materials, supplies or other articles; and,

WHEREAS, ODOT must receive a copy of this Resolution immediately, in order for the City to participate in ODOT’s Cooperative Purchasing Program contracts for various products now and in the future; and

WHEREAS, For the immediate preservation of the public property, health and safety, and the usual operations of City of Dayton departments, it is necessary that this Resolution take effect immediately; now, therefore,

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

Section 1. That this Commission hereby authorizes the participation of the City of Dayton in the ODOT Cooperative Purchasing Program.

Section 2. That the City Manager, or her designee, is authorized on behalf of the City of Dayton to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. That the City Manager, or her designee, is hereby authorized to agree in the name of the City of Dayton to pay vendors directly, under each such contract of ODOT in which the City of Dayton participates, for items it received pursuant to the contract.

Section 4. That the City of Dayton agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Ohio Revised Code Section 5513.01(B). The City of Dayton agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Dayton may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Section 5. For the reasons set forth in the preamble hereof, the Commission hereby declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

March 18, 2020

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

FROM: Melissa A. Wilson, Purchasing Agent
Procurement, Management and Budget, Division of Procurement

A handwritten signature in black ink, appearing to be "MW", enclosed in a hand-drawn circle.

SUBJECT: Ohio Department of Transportation (ODOT) Cooperative Purchasing Program

The attached Resolution is to allow cooperative purchasing opportunities for the City by utilizing the ODOT Cooperative Purchasing Program.

City Charter Section 35.25, Ord 27525 allows the use of a cooperative/joint agreement by the Purchasing Agent when these joint programs are competitively bid and in the best interest of the City. The ODOT Cooperative Purchasing Program meets these criteria.

This Resolution is required for the City to participate in this cooperative purchasing program and has also been approved by the Department of Law.

Your review and approval is necessary for presenting this Resolution to the City Commission for approval.

Should you have additional questions please feel free to contact me at extension 4039.

1st and 2nd Reading 15.
6482-20

BY.....

NO.....

A RESOLUTION

Authorizing the City Manager to Accept a Grant from the United States Department of Transportation, Department of Homeland Security TSA National Explosives Detection Canine Team Program on Behalf of the City of Dayton in an Amount Not to Exceed Seven Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents (\$757,500.00), and Declaring an Emergency.

WHEREAS, The City of Dayton owns, operates and maintains the James M. Cox Dayton International Airport wherein explosive detection canine teams are employed; and

WHEREAS, The United States Department of Transportation, Department of Homeland Security provides funds to eligible participants through its TSA National Explosives Detection Canine Team Program (NEDCTP); and

WHEREAS, The City of Dayton has been awarded Seven Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents (\$757,500.00) in NEDCTP funds; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of the Department of Aviation, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept Seven Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents (\$757,500.00) in NEDCTP funds.

Section 2. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR , 2020

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

John Must...
City Attorney

MEMORANDUM



March 11, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert Turner *AT*
Interim Director of Aviation

SUBJECT: A Resolution to Accept a Grant from the Department of Homeland Security Transportation Security Administration, and declaring an Emergency

The Department of Aviation is requesting to renew the current explosive detection canine team grant through the TSA National Explosive Detection Canine Team Program (NEDCTP) from the Department of Homeland Security Transportation Administration. The Department has been receiving the grant for 14 years, it is renewed every five years. The grant amount is \$757,500.00 for a five-year period, 2020-2024.

The grant helps fund the Departments three explosive detection canine teams through the reimbursement of salaries of the officers, and the supplies and care of the dogs, approximately 44% of costs. Each team is reimbursed \$50,500.00 annually, for a total of \$151,500.00 reimbursements each year.

This grant contract contains Sensitive Security Information that is controlled under 49CFR parts 15 and 1520. No parts of the document may be disclosed to persons without a "need to know", as defined in 49CFR parts 15 and 1520, except with written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For this reason, no copy of the agreement has been provided. If you have any questions concerning this provision, please contact Suzanne Beck at (937) 454-8216.

If you have any questions, contact Elizabeth Spreng at (937) 454-6529 if you need additional information.

GT/ems

Encl.
cc: File

GRANT APPLICATION APPROVAL FORM

Date: March 11, 2020

Department/Division

Submitting Application: Department of Aviation

Project Title: Dayton International Airport Explosive Detection Canine Team Program

CFDA Title and Number: N/A

Brief Description of Project:

Department of Homeland Security, TSA National Explosive Detection Canine Team Program (NEDCTP) funding for Dayton International Airports three canine units. This is a renewal of funding, there is no application. \$151,500.00 per year for 5 years, 2020-2024, total of \$757,500.00 for the 5 year period.

Name and telephone number of staff person to be called when signed application is ready: **Elizabeth Spreng 454-6529**

Name of staff person responsible for this grant: **Mike Etter**

Deadline for submission to funding agency: 4/15/2020, extension if needed.

When will grant award decision be made: **upon receipt of agreement**

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Federal		\$0
State of Ohio	Ohio Dept. of Transportation	\$757,500.00
Montgomery County		\$0
City of Dayton		\$0
Other		\$0
TOTAL		\$757,500.00

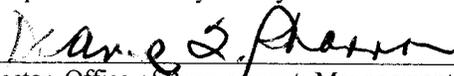
(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds)

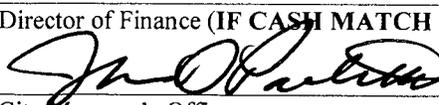
I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director's Signature:  3/12/2020
Date

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

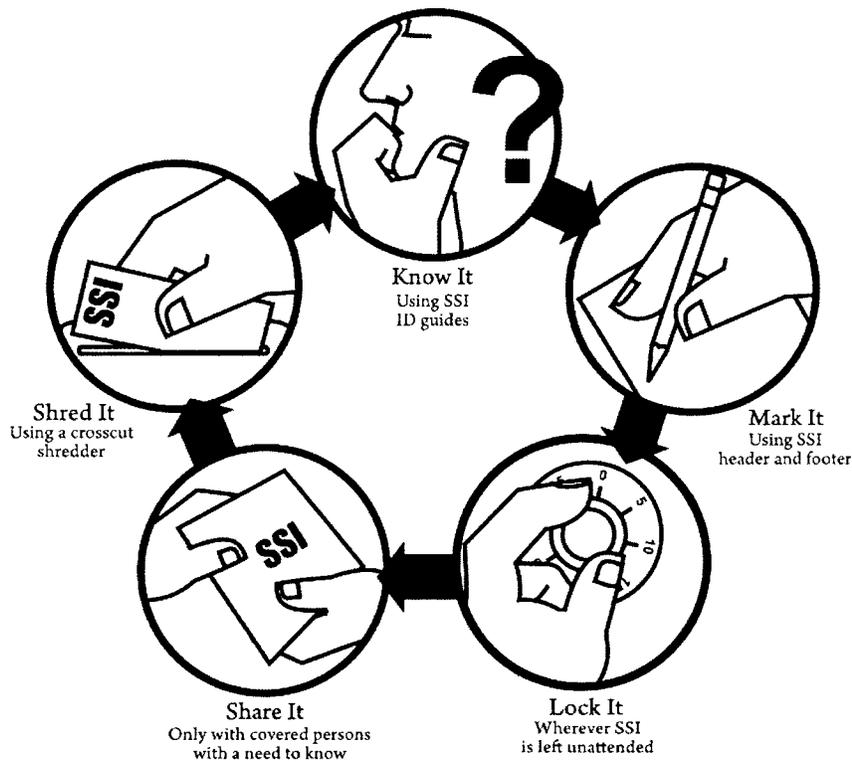
 3.16.2020
Date
Director, Office of Procurement, Management and Budget

Director of Finance (IF CASH MATCH IS REQUIRED) Date
 3/23/2020
Date
City Manager's Office

DEPARTMENT OF HOMELAND SECURITY

SENSITIVE SECURITY INFORMATION

Cover Sheet



WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a “need to know”, as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

Reference: 49 CFR § 1520.13, Marking SSI DHS Form 11054 (8/10)

1st and 2nd Reading 16.

6483-20

BY:.....

NO:.....

A RESOLUTION

Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Health in an Amount Not to Exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Ohio Department of Health (“ODH”), Bureau of Health Preparedness, in an effort to ensure that medical transportation agencies and personnel are prepared for a high-consequences infectious disease event is providing funding to medical transportation agencies; and,

WHEREAS, The City of Dayton, Department of Fire, provides emergency medical services and transportation to its residents and the Greater Miami Valley Region, through the Dayton Metropolitan Medical Response System; and,

WHEREAS, The Department of Fire is committed to transport patients as dictated by the situation and throughout its region to the closest Ebola Assessment Hospital or Ebola Treatment Center, if dictated; and,

WHEREAS, For the timely acceptance of the ODH funds and the immediate preservation of the public peace, property, health and safety, 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. That the City Manager is authorized to execute any and all documents and/or agreements on behalf of the City of Dayton, which are necessary to accept the ODH, Bureau of Health Preparedness grant in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) from the ODH, which is attached hereto and incorporated herein as Exhibit A.

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2020

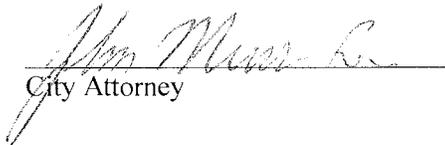
SIGNED BY THE MAYOR....., 2020

MAYOR CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney

MEMORANDUM



March 30, 2020

TO: Shelley Dickstein
City Manager
City Manager's Office

FROM: Jeff Lykins 
Director & Chief
Department of Fire

SUBJECT: Ohio Department of Health grant

Attached for your review and presentation, to the Dayton City Commission, is a resolution authorizing the City Manager to accept a Grant Award from the Ohio Department of Health ("ODH") in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00).

The Dayton Fire Department was awarded this grant by the ODH Bureau of Preparedness in an effort to ensure that medical transportation agencies and personnel are prepared for a high consequences infectious disease event.

If you have any questions, or require additional information please call me at x4501 or Assistant Chief Mike Rice x4504.

JL/kk

c. Mr. Parlette
Ms. Clements
DFD Command Staff
SPM Gerstner
Mr. Kuntz

1st and 2nd Reading 17.
6484-00

By..... No.

A RESOLUTION

Declaring the Intention to Appropriate Real Property
Interests in Parcels 13T, 16T, 28T, 36T, 37T, 41WD, and 41T in
Connection with the Salem Avenue Reconstruction Phase 1
Project, and Declaring an Emergency.

WHEREAS, The acquisition of interests in certain real estate is required for the
Salem Avenue Reconstruction Phase 1 Project; and

WHEREAS, The City has been unable to reach an agreement with the legal
owner/owner's of the property that may have an interest; and

WHEREAS, It is necessary for the immediate preservation of the public peace,
property, health and safety that this resolution take effect at an early date, for the reason that
the earliest possible acquisition of the interest in certain real property hereinafter described is
essential to begin the construction, which may otherwise be jeopardized by any undue delay;
now, therefore,

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

Section 1. That the Commission hereby declares its intention to appropriate a fee simple
interest in Parcels 13T, 16T, 28T, 36T, 37T, 41WD, and 41T for the purpose of clearing the title in
connection with the Salem Avenue Reconstruction Phase 1 Project, said real estate being more fully
described in exhibits "A" through "G" attached hereto and made a part hereof.

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

Adopted by the Commission..... 2020

Signed by the Mayor..... 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



March 27, 2020

To: Shelley Dickstein
City Manager

From: Keith Steeber, City Engineer
Division of Civil Engineering *KGS*

Subject: Resolution for Appropriation

Attached is the Resolution declaring the Intention to appropriate seven parcels in connection with the Salem Avenue Reconstruction Phase I project. Please present this Resolution to the City Commission as an emergency.

The parcels are being appropriated because the City has been unable to locate the legal owners or the property owner has been unable to deliver clear title.

If you have any questions, please call Joe Weinel at extension 4218.

Attachments

KGS/jrw

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 05/30/2019

PID 103178

**PARCEL 13-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to 3rd Chance Ministries by deed recorded in I.R. Deed 15-042218, being part of Lot No. 23677 of the revised and consecutive Lot Numbers of the City of Dayton, of the College Park Improvement Company Subdivision as the same is recorded in Plat Book "G", Page 27 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 239, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most southeasterly corner of Lot No. 23677, being in the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way), also being located 37.50 feet left of station 298+37.62 of the centerline of right-of-way of Salem Avenue;

Thence South eighty-nine degrees fifty-two minutes forty-four seconds West (S 89°52'44" W), leaving the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) along the southerly line of said Lot No. 23677 for a distance of four and 84/100 feet (4.84') to a point in the westerly line of a proposed temporary construction easement, said point being 41.50 feet left of station 298+40.34 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W), leaving the southerly line of said Lot No. 23677 along the westerly line of said temporary construction easement for a distance of one hundred fifty-nine and 60/100 feet (159.60') to the northerly line of the grantor's tract, also being in the existing southerly right-of-way of Oxford Avenue (a 75' wide right-of-way), said point being 41.50 feet left of station 299+99.94 of the centerline of right-of-way of Salem Avenue;

Thence leaving the westerly line of said temporary construction easement along the northerly line of the grantor's tract, also being the existing southerly right-of-way of Oxford Avenue (a 75'

EXHIBIT A

LPA RX 887 T

wide right-of-way), along the arc of a transition curve to the right having a radius of thirty and 00/100 feet (30.00') for an arc distance of fifteen and 67/100 feet (15.67'), the chord of said arc being subtended by a central angle of twenty-nine degrees fifty-five minutes twenty-two seconds (29°55'22'') and a long chord bearing South forty-nine degrees eighteen minutes thirty seconds East (S 49°18'30"E) for a distance of fifteen and 49/100 feet (15.49') to the existing westerly right-of-way of Salem Avenue, said point being 37.50 feet left of station 299+84.97 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), along the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of one hundred forty-seven and 35/100 feet (147.35') to the **TRUE PLACE OF BEGINNING**.

The above describe parcel contains a total of 143/10,000 acres (0.0143 acres) more or less from Auditor's Parcel No. R72-07311-0034.

Prior Instrument Reference as of the date of this survey is I.R. Deed 15-042218 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 2/16/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723

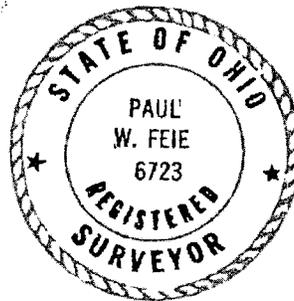


EXHIBIT B

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 05/30/2019

PID 103178

**PARCEL 16-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to the Cash Money Properties, Ltd by deed recorded in I.R. Deed 16-017084, also being part of Lot No. 83867 of the revised and consecutive Lot Numbers of the City of Dayton, of Stots-Griffin/St. Mary's Subdivision as the same is recorded in Plat Book 198, Page 29 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 29, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the southwesterly corner of Lot No. 83867 as the same is recorded in Stots-Griffith/St. Mary's Subdivision as the same is recorded in Plat Book 198, Page 29, said point being 37.50 feet right of station 300+88.44 of the centerline of right-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W) continuing along the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of one hundred thirty-one and 68/100 feet (131.68') to the northwesterly corner of said Lot No. 83867, said point being 37.50 feet right of station 302+20.12 of the centerline of right-way of Salem Avenue;

Thence leaving the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) along the northerly line of said Lot No. 83867 along the arc of a curve to the left having a radius of forty-nine and 40/100 feet (49.40') for an arc distance of seven and 01/100 feet (7.01'), the chord of said arc being subtended by a central angle of eight degrees seven minutes fifty-eight seconds (08°07'58") and a long chord bearing North fifty-three degrees fifteen minutes thirty-three seconds East (N 53°15'33" E) for a distance of seven and 01/100 feet (7.01') to the easterly line of a proposed temporary construction easement, said point being 44.50 feet right of station 302+20.41 of the centerline of right-of-way of Salem Avenue;

EXHIBIT B

LPA RX 887 T

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), along the easterly line of said proposed temporary construction easement for a distance of one hundred thirty-one and 98/100 feet (131.98') to the southerly line of said Lot No. 83867, said point being 44.50 feet right of station 300+88.43 of the centerline of right-of-way of Salem Avenue;

Thence South fifty-five degrees forty-one minutes forty-four seconds West (S 55°41'44" W), leaving the easterly line of said proposed temporary construction easement, along the southerly line of said Lot No. 83867 for a distance of seven and 00/100 feet (7.00') to the **TRUE PLACE OF BEGINNING**.

The above describe parcel contains a total of 212/10,000 acres (0.0212 acres) more or less, from Auditor's Parcel No. R72-06612-0059.

Prior Instrument Reference as of the date of this survey is I.R. Deed 16-017084 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By Paul W. Feie 9/10/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723

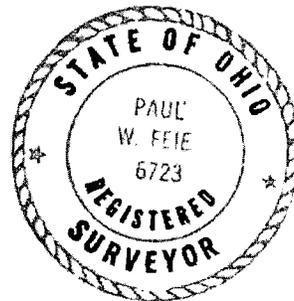


EXHIBIT C

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 05/31/2019

PID 103178

**PARCEL 28-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Lewis E. Crutch III by deed recorded in I.R. Deed 17-075756, being part of Lot No. 24509 of the revised and consecutive Lot Numbers of the City of Dayton, of the College Park Improvement Company Plat as the same is recorded in Plat Book "H", Page 45 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most northeasterly corner of Lot No. 24509, being in the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way), also being located 37.50 feet left of station 311+81.02 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), along said westerly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of fifty and 00/100 feet (50.00') to the southeasterly corner of said Lot No. 24509, said point being located 37.50 feet left of station 311+31.02 of the centerline of right-of-way for Salem Avenue;

Thence South fifty-five degrees thirty-nine minutes eleven seconds West (S 55°39'11" W), leaving the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) along the southerly line of said Lot No. 24509 for a distance of four and 00/100 feet (4.00') to a point the westerly line of a proposed temporary construction easement, also being 41.50 feet left of station 311+31.02 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W), leaving the southerly line of said Lot No. 24509, along the westerly line of said proposed temporary construction easement for a distance of fifty and 00/100 feet (50.00') to the northerly

EXHIBIT C

LPA RX 887 T

Rev. 07/09

line of said Lot No. 24509, said point also being 41.50 feet left of station 311+81.02 of the centerline of Salem Avenue;

Thence North fifty-five degrees thirty-nine minutes eleven seconds East (N 55°39'11" E), leaving the westerly line of said proposed temporary construction easement along the northerly line of said Lot No. 24509 for a distance of four and 00/100 feet (4.00') to the **TRUE PLACE OF BEGINNING.**

The above describe parcel contains a total of 46/10,000 acres (0.0046 acres) more or less, from Auditor's Parcel No. R72-07304-0017.

Prior Instrument Reference as of the date of this survey is I.R. Deed 17-075756 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/26/18
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



EXHIBIT D

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 06/13/2019

PID 103178

**PARCEL 37-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Maharooof Arbab Ramadan by deed recorded in I.R. Deed 18-065387, being part of Lot Nos. 22488, 22489 and 22490 of the revised and consecutive Lot Numbers of the City of Dayton, of D. W. Allaman's Plat as the same is recorded in Plat Book "F", Page 7 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 251, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most southwesterly corner of Lot No. 22490, also being in the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) being located 37.50 feet right of station 311+74.96 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W) along the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of ninety-four and 98/100 feet (94.98') to the northeasterly corner of the grantor's tract, being located 37.50 feet right of station 312+69.94 of the centerline of right-of-way of Salem Avenue;

Thence North fifty-five degrees twelve minutes thirty-nine seconds East (N 55°12'39" E), leaving said existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way), along the northerly line of the grantor's tract for a distance of five and 00/100 feet (5.00') to the easterly line of a proposed temporary construction easement, said point being located 42.50 feet right of station 312+69.97 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), leaving the northerly line of the grantor's tract along the easterly line of said proposed temporary construction easement for a distance of ninety-five and 01/100 feet (95.01') to the southerly line

EXHIBIT D

LPA RX 887 T

Rev. 07/09

of Lot No. 22490, said point being located 42.50 feet right of station 311+74.96 of the centerline of right-of-way of Salem Avenue;

Thence South fifty-five degrees thirty-three minutes fifty-three seconds West (S 55°33'53" W), leaving the easterly line of said proposed temporary construction along the southerly line of said Lot No. 22490 for a distance of five and 00/100 feet (5.00') to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains a total of 109/10,000 acres (0.0109 acres) more or less, being 46/10,000 acres (0.0046 acres) from Auditor's Parcel No. R72-06602-0014, 11/10,000 acres (0.0011 acres) from Auditor's Parcel No. R72-06602-0015, 34/10,000 acres (0.0034 acres) from Auditor's Parcel No. R72-06602-0054 and 18/10,000 acres (0.0018) acres from Auditor's Parcel No. R72-06602-0065.

Prior Instrument Reference as of the date of this survey is I.R. Deed 18-065387 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/10/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



EXHIBIT E

LPA RX 851 WD

Page 1 of 4

Rev. 06/09

Ver. Date 05/30/2019

PID 103178

**PARCEL 41-WD
MOT - SALEM AVENUE - PHASE 1
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Grace Methodist Church of Dayton, Ohio by deeds recorded in Deed Book 409 Page 408, Deed Book 481 Page 195, Deed Book 1037 Page 63, Deed Book 1037 Page 65, Deed Book 1139 Page 139, Deed Book 1139 Page 144, Deed Book 1453 Page 167 and Deed Book 1748 Page 394, also being part of Lot Nos. "A" and "G" of the revised and consecutive Lot Numbers of the City of Dayton, no subdivision plat referenced in the Montgomery County, Ohio Recorder's Office (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at a set iron pin with cap being the southwest corner of Lot "A", being in the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way), also being 223.62 feet left of station 315+78.53 of the centerline of right-of-way of Salem Avenue;

Thence North thirteen degrees seventeen minutes twenty-five seconds West (N 13°17'25" W), leaving the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way) along the west line of said Lot "A" for a distance of two and 05/100 feet (2.05') to a set iron pin with cap being in the proposed north right-of-way of Harvard Boulevard, being located 222.88 feet left of station 315+80.45 of the centerline of right-of-way of Salem Avenue;

Thence North eighty-nine degrees fifty minutes thirty-five seconds East (N 89°50'35" E), leaving the west line of said Lot "A" along the proposed north right-of-way of Harvard

EXHIBIT E

Boulevard for a distance of one hundred seventy-five and 70/100 feet (175.70') to a set iron pin with cap being 77.55 feet left of station 314+81.72 of the centerline of right-of-way of Salem Avenue;

Thence leaving the proposed north right-of-way of Harvard Boulevard along the arc of a transition curve to the left having a radius of twenty-five and 00/100 feet (25.00') for an arc distance of fifty-four and 19/100 feet (54.19'), the chord of said arc being subtended by a central angle of one hundred twenty-four degrees eleven minutes twenty-four seconds (124°11'24") and a long chord bearing North twenty-seven degrees forty-four minutes fifty-three seconds East (N 27°44'53" E) for a distance of forty-four and 19/100 feet (44.19') to a set iron pin with cap in the proposed westerly right-of-way of Salem Avenue, being located 38.50 feet left of station 315+02.40 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W), along the proposed westerly right-of-way of Salem Avenue for a distance of two hundred eighty-nine and 70/100 feet (289.70') to a set iron pin with cap being in the westerly line of Lot "G", located 38.50 feet left of station 317+92.10 of the centerline of right-of-way of Salem Avenue;

Thence North fifty-five degrees thirty-nine minutes eleven seconds East (N 55°39'11" E), leaving the proposed westerly right-of-way of Salem Avenue along the westerly line of said Lot "G" for a distance of one and 00/100 feet (1.00') to a set iron pin with cap being in the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way), being located 37.50 feet left of station 317+92.10 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), leaving the westerly line of said Lot "G" along the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of two hundred ninety-one and 64/100 feet (291.64') to a point being 37.50 feet left of station 315+00.46 of the centerline of right-of-way of Salem Avenue;

Thence leaving the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) along the following three (3) transition curves:

- 1) Along the arc of a curve to the right having a radius of fifty-two and 00/100 feet (52.00') for an arc distance of twenty-three and 48/100 feet (23.48'), the chord of said arc being subtended by a central angle of twenty-five degrees fifty-two minutes seventeen seconds (25°52'17") and a long chord bearing South twenty-one degrees twenty-four minutes forty-one seconds East (S 21°24'41" E) for a distance of twenty-three and 28/100 (23.28') to a point being 42.71 feet left of station 314+77.77 of the centerline of right-of-way of Salem Avenue;

EXHIBIT E

Page 3 of 4

LPA RX 851 WD

Rev. 06/09

- 2) Along the arc of a curve to the right having a radius of twelve and 00/100 feet (12.00') for an arc distance of thirteen and 72/100 feet (13.72'), the chord of said arc being subtended by a central angle of sixty-five degrees twenty-nine minutes fifty seconds (65°29'50") and a long chord bearing South twenty-eight degrees forty-six minutes forty-two seconds West (S 28°46'42" W) for a distance of twelve and 98/100 feet (12.98') to a point being 54.29 feet left of station 314+71.90 of the centerline of right-of-way of Salem Avenue;
- 3) Along the arc of a curve to the right having a radius of thirty-two and 00/100 feet (32.00') for an arc distance of twenty-one and 48/100 feet (21.48'), the chord of said arc being subtended by a central angle of thirty-eight degrees twenty-seven minutes thirty-five seconds (38°27'35") and a long chord bearing South seventy degrees thirty-six minutes forty-eight seconds West (S 70°36'48" W) for a distance of twenty-one and 08/100 feet (21.08') to the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way), said point being 74.66 feet left of station 314+77.34 of the centerline of right-of-way of Salem Avenue;

Thence South eighty-nine degrees fifty minutes thirty-five seconds West (S 89°50'35" W) along the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way) for a distance of one hundred eighty and 08/100 feet (180.08') to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains a total of 208/10,000 acres (0.0208 acres) more or less, being 176/10,000 acres (0.0176 acres) from Auditor's Parcel No. R72-07302-0008 and 32/10,000 acres (0.0032 acres) from Auditor's Parcel No. R72-07303-0004

Prior Instrument Reference as of the date of this survey is Deed Book 481, Page 195 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

EXHIBIT E

LPA RX 851 WD

Page 4 of 4

Rev. 06/09

BRIGGS CREATIVE SERVICES, LLC

By: *Paul W. Feie* *9/16/19*
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/16/19 FILE NO. 2019-0198

BY *Wagner Bhl*

EXHIBIT F

LPA RX 887 T

Page 1 of 3

Rev. 07/09

Ver. Date 07/08/2019

PID 103178

**PARCEL 41-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Grace Methodist Church of Dayton, Ohio by deeds recorded in Deed Book 409 Page 408, Deed Book 481 Page 195, Deed Book 1037 Page 63, Deed Book 1037 Page 65, Deed Book 1139 Page 139, Deed Book 1139 Page 144, Deed Book 1453 Page 167 and Deed Book 1748 Page 394, also being part of Lot Nos. "A" and "G" of the revised and consecutive Lot Numbers of the City of Dayton, no subdivision plat referenced in the Montgomery County, Ohio Recorder's Office (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

COMMENCING at a set iron pin with cap being the northeasterly corner of Lot "G", being in the existing west right-of-way of Salem Avenue (a 75' wide right-of-way), also being 37.50 feet left of station 317+92.10 of the centerline of right-of-way of Salem Avenue;

Thence South fifty-five degrees thirty-nine minutes eleven seconds West (S 55°39'11" W), leaving the existing west right-of-way of Salem Avenue along the northerly line of said Lot "G" or a distance of one and 00/100 feet (1.00') to a set iron pin with cap being in the proposed west right-of-way of Salem Avenue, being located 38.50 feet left of station 317+92.10 of the centerline of Salem Avenue, also being the **TRUE PLACE OF BEGINNING** for the land herein described;

Thence leaving the northerly line of said Lot "G", along the proposed west right-of-way of Salem Avenue the following two (2) courses:

- 1) South thirty-four degrees twenty minutes forty-nine seconds East, (S 34°20'49" E), for a distance of two hundred eighty-nine and 70/100 feet (289.70') to a set iron pin with cap being located 38.50 feet left of station 315+02.40 of the centerline of Salem Avenue;

EXHIBIT F

Page 2 of 3

LPA RX 887 T

Rev. 07/09

- 2) Along the arc of a curve to the right having a radius of twenty-five and 00/100 feet (25.00') for an arc distance of fifty-four and 19/100 feet (54.19'), the chord of said arc being subtended by a central angle of one hundred twenty-four degrees eleven minutes twenty-four seconds (124°11'24") and a long chord bearing South twenty-seven degrees forty-four minutes fifty-three seconds West (S 27°44'53" W) for a distance of forty-four and 19/100 feet (44.19') to a set iron pin with cap being in the westerly line of a proposed temporary construction easement, located 77.55 feet left of station 314+81.72 of the centerline of Salem Avenue;

Thence leaving the proposed west right-of-way of Salem Avenue along said proposed temporary construction easement the following three (3) courses:

- 1) North zero degrees nine minutes twenty-five seconds West (N 00°09'25" W) for a distance of five and 00/100 feet (5.00') to a point being 74.74 feet left of station 314+85.86 of the centerline of Salem Avenue;
- 2) Along the arc of a curve to the left having a radius of twenty and 00/100 feet (20.00') for an arc distance of forty-three and 35/100 feet (43.35'), the chord of said arc being subtended by a central angle of one hundred twenty-four degrees eleven minutes twenty-four seconds (124°11'24") and a long chord bearing North twenty-seven degrees forty-four minutes fifty-three seconds East (N 27°44'53" E) for a distance of thirty-five and 35/100 feet (35.35') to a point being 43.50 feet left of station 315+02.40 of the centerline of Salem Avenue;
- 3) North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W) for a distance of two hundred eighty-nine and 70/100 feet (289.70') to the northerly line of said Lot "G", being located 43.50 feet left of station 317+92.10 of the centerline of Salem Avenue;

Thence North fifty-five degrees thirty-nine minutes eleven seconds East (N 55°39'11" E), leaving said proposed temporary construction easement along the northerly line of said Lot "G" for a distance of five and 00/100 feet (5.00') to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains a total of 389/10,000 acres (0.0389 acres) more or less, being 158/10,000 acres (0.0158 acres) from Auditor's Parcel No. R72-07303-0004 and 231/10,000 acres (0.0231 acres) from Auditor's Parcel No. R72-07303-0008

Prior Instrument Reference as of the date of this survey is Deed Book 481, Page 195 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

EXHIBIT F

Page 3 of 3

LPA RX 887 T

Rev. 07/09

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: *Paul W. Feie* *10/18/18*
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



By..... No.

A RESOLUTION

Declaring the Intention to Appropriate Real Property
Interests in Parcels 13T, 16T, 28T, 36T, 37T, 41WD, and 41T in
Connection with the Salem Avenue Reconstruction Phase 1
Project, and Declaring an Emergency.

WHEREAS, The acquisition of interests in certain real estate is required for the
Salem Avenue Reconstruction Phase 1 Project; and

WHEREAS, The City has been unable to reach an agreement with the legal
owner/owner's of the property that may have an interest; and

WHEREAS, It is necessary for the immediate preservation of the public peace,
property, health and safety that this resolution take effect at an early date, for the reason that
the earliest possible acquisition of the interest in certain real property hereinafter described is
essential to begin the construction, which may otherwise be jeopardized by any undue delay;
now, therefore,

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

Section 1. That the Commission hereby declares its intention to appropriate a fee simple
interest in Parcels 13T, 16T, 28T, 36T, 37T, 41WD, and 41T for the purpose of clearing the title in
connection with the Salem Avenue Reconstruction Phase 1 Project, said real estate being more fully
described in exhibits "A" through "G" attached hereto and made a part hereof.

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

Adopted by the Commission..... 2020

Signed by the Mayor..... 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 05/30/2019

PID 103178

**PARCEL 13-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to 3rd Chance Ministries by deed recorded in I.R. Deed 15-042218, being part of Lot No. 23677 of the revised and consecutive Lot Numbers of the City of Dayton, of the College Park Improvement Company Subdivision as the same is recorded in Plat Book "G", Page 27 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 20, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most southeasterly corner of Lot No. 23677, being in the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way), also being located 37.50 feet left of station 298+37.62 of the centerline of right-of-way of Salem Avenue;

Thence South eighty-nine degrees fifty-two minutes forty-four seconds West (S 89°52'44" W), leaving the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) along the southerly line of said Lot No. 23677 for a distance of four and 84/100 feet (4.84') to a point in the westerly line of a proposed temporary construction easement, said point being 41.50 feet left of station 298+40.34 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W), leaving the southerly line of said Lot No. 23677 along the westerly line of said temporary construction easement for a distance of one hundred fifty-nine and 60/100 feet (159.60') to the northerly line of the grantor's tract, also being in the existing southerly right-of-way of Oxford Avenue (a 75' wide right-of-way), said point being 41.50 feet left of station 299+99.94 of the centerline of right-of-way of Salem Avenue;

Thence leaving the westerly line of said temporary construction easement along the northerly line of the grantor's tract, also being the existing southerly right-of-way of Oxford Avenue (a 75'

EXHIBIT A

LPA RX 887 T

wide right-of-way), along the arc of a transition curve to the right having a radius of thirty and 00/100 feet (30.00') for an arc distance of fifteen and 67/100 feet (15.67'), the chord of said arc being subtended by a central angle of twenty-nine degrees fifty-five minutes twenty-two seconds (29°55'22") and a long chord bearing South forty-nine degrees eighteen minutes thirty seconds East (S 49°18'30"E) for a distance of fifteen and 49/100 feet (15.49') to the existing westerly right-of-way of Salem Avenue, said point being 37.50 feet left of station 299+84.97 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), along the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of one hundred forty-seven and 35/100 feet (147.35') to the **TRUE PLACE OF BEGINNING**.

The above describe parcel contains a total of 143/10,000 acres (0.0143 acres) more or less from Auditor's Parcel No. R72-07311-0034.

Prior Instrument Reference as of the date of this survey is I.R. Deed 15-042218 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/16/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723

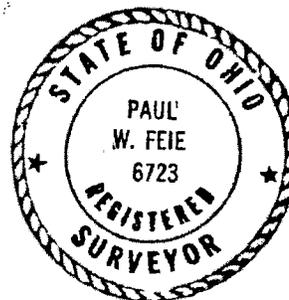


EXHIBIT B

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 05/30/2019

PID 103178

**PARCEL 16-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to the Cash Money Properties, Ltd by deed recorded in I.R. Deed 16-017084, also being part of Lot No. 83867 of the revised and consecutive Lot Numbers of the City of Dayton, of Stots-Griffin/St. Mary's Subdivision as the same is recorded in Plat Book 198, Page 29 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the southwesterly corner of Lot No. 83867 as the same is recorded in Stots-Griffith/St. Mary's Subdivision as the same is recorded in Plat Book 198, Page 29, said point being 37.50 feet right of station 300+88.44 of the centerline of right-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W) continuing along the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of one hundred thirty-one and 68/100 feet (131.68') to the northwesterly corner of said Lot No. 83867, said point being 37.50 feet right of station 302+20.12 of the centerline of right-way of Salem Avenue;

Thence leaving the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) along the northerly line of said Lot No. 83867 along the arc of a curve to the left having a radius of forty-nine and 40/100 feet (49.40') for an arc distance of seven and 01/100 feet (7.01'), the chord of said arc being subtended by a central angle of eight degrees seven minutes fifty-eight seconds (08°07'58") and a long chord bearing North fifty-three degrees fifteen minutes thirty-three seconds East (N 53°15'33" E) for a distance of seven and 01/100 feet (7.01') to the easterly line of a proposed temporary construction easement, said point being 44.50 feet right of station 302+20.41 of the centerline of right-of-way of Salem Avenue;

EXHIBIT B

LPA RX 887 T

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), along the easterly line of said proposed temporary construction easement for a distance of one hundred thirty-one and 98/100 feet (131.98') to the southerly line of said Lot No. 83867, said point being 44.50 feet right of station 300+88.43 of the centerline of right-of-way of Salem Avenue;

Thence South fifty-five degrees forty-one minutes forty-four seconds West (S 55°41'44" W), leaving the easterly line of said proposed temporary construction easement, along the southerly line of said Lot No. 83867 for a distance of seven and 00/100 feet (7.00') to the **TRUE PLACE OF BEGINNING**.

The above describe parcel contains a total of 212/10,000 acres (0.0212 acres) more or less, from Auditor's Parcel No. R72-06612-0059.

Prior Instrument Reference as of the date of this survey is I.R. Deed 16-017084 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/16/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723

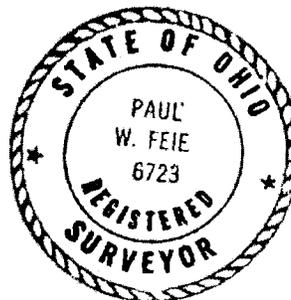


EXHIBIT C

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 05/31/2019

PID 103178

**PARCEL 28-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Lewis E. Crutch III by deed recorded in I.R. Deed 17-075756, being part of Lot No. 24509 of the revised and consecutive Lot Numbers of the City of Dayton, of the College Park Improvement Company Plat as the same is recorded in Plat Book "H", Page 45 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 287, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most northeasterly corner of Lot No. 24509, being in the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way), also being located 37.50 feet left of station 311+81.02 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), along said westerly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of fifty and 00/100 feet (50.00') to the southeasterly corner of said Lot No. 24509, said point being located 37.50 feet left of station 311+31.02 of the centerline of right-of-way for Salem Avenue;

Thence South fifty-five degrees thirty-nine minutes eleven seconds West (S 55°39'11" W), leaving the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) along the southerly line of said Lot No. 24509 for a distance of four and 00/100 feet (4.00') to a point the westerly line of a proposed temporary construction easement, also being 41.50 feet left of station 311+31.02 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W), leaving the southerly line of said Lot No. 24509, along the westerly line of said proposed temporary construction easement for a distance of fifty and 00/100 feet (50.00') to the northerly

EXHIBIT C

LPA RX 887 T

line of said Lot No. 24509, said point also being 41.50 feet left of station 311+81.02 of the centerline of Salem Avenue;

Thence North fifty-five degrees thirty-nine minutes eleven seconds East (N 55°39'11" E), leaving the westerly line of said proposed temporary construction easement along the northerly line of said Lot No. 24509 for a distance of four and 00/100 feet (4.00') to the **TRUE PLACE OF BEGINNING**.

The above describe parcel contains a total of 46/10,000 acres (0.0046 acres) more or less, from Auditor's Parcel No. R72-07304-0017.

Prior Instrument Reference as of the date of this survey is I.R. Deed 17-075756 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/10/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



EXHIBIT D

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 06/13/2019

PID 103178

**PARCEL 37-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Maharooof Arbab Ramadan by deed recorded in I.R. Deed 18-065387, being part of Lot Nos. 22488, 22489 and 22490 of the revised and consecutive Lot Numbers of the City of Dayton, of D. W. Allaman's Plat as the same is recorded in Plat Book "F", Page 7 (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at the most southwesterly corner of Lot No. 22490, also being in the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) being located 37.50 feet right of station 311+74.96 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W) along the existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of ninety-four and 98/100 feet (94.98') to the northeasterly corner of the grantor's tract, being located 37.50 feet right of station 312+69.94 of the centerline of right-of-way of Salem Avenue;

Thence North fifty-five degrees twelve minutes thirty-nine seconds East (N 55°12'39" E), leaving said existing easterly right-of-way of Salem Avenue (a 75' wide right-of-way), along the northerly line of the grantor's tract for a distance of five and 00/100 feet (5.00') to the easterly line of a proposed temporary construction easement, said point being located 42.50 feet right of station 312+69.97 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), leaving the northerly line of the grantor's tract along the easterly line of said proposed temporary construction easement for a distance of ninety-five and 01/100 feet (95.01') to the southerly line

EXHIBIT D

LPA RX 887 T

of Lot No. 22490, said point being located 42.50 feet right of station 311+74.96 of the centerline of right-of-way of Salem Avenue;

Thence South fifty-five degrees thirty-three minutes fifty-three seconds West (S 55°33'53" W), leaving the easterly line of said proposed temporary construction along the southerly line of said Lot No. 22490 for a distance of five and 00/100 feet (5.00') to the **TRUE PLACE OF BEGINNING.**

The above described parcel contains a total of 109/10,000 acres (0.0109 acres) more or less, being 46/10,000 acres (0.0046 acres) from Auditor's Parcel No. R72-06602-0014, 11/10,000 acres (0.0011 acres) from Auditor's Parcel No. R72-06602-0015, 34/10,000 acres (0.0034 acres) from Auditor's Parcel No. R72-06602-0054 and 18/10,000 acres (0.0018) acres from Auditor's Parcel No. R72-06602-0065.

Prior Instrument Reference as of the date of this survey is I.R. Deed 18-065387 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/16/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



EXHIBIT E

Page 1 of 4

LPA RX 851 WD

Rev. 06/09

Ver. Date 05/30/2019

PID 103178

**PARCEL 41-WD
MOT - SALEM AVENUE - PHASE 1
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Grace Methodist Church of Dayton, Ohio by deeds recorded in Deed Book 409 Page 408, Deed Book 481 Page 195, Deed Book 1037 Page 63, Deed Book 1037 Page 65, Deed Book 1139 Page 139, Deed Book 1139 Page 144, Deed Book 1453 Page 167 and Deed Book 1748 Page 394, also being part of Lot Nos. "A" and "C" of the revised and consecutive Lot Numbers of the City of Dayton, no subdivision plat referenced in the Montgomery County, Ohio Recorder's Office (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 134, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at a set iron pin with cap being the southwest corner of Lot "A", being in the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way), also being 223.62 feet left of station 315+78.53 of the centerline of right-of-way of Salem Avenue;

Thence North thirteen degrees seventeen minutes twenty-five seconds West (N 13°17'25" W), leaving the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way) along the west line of said Lot "A" for a distance of two and 05/100 feet (2.05') to a set iron pin with cap being in the proposed north right-of-way of Harvard Boulevard, being located 222.88 feet left of station 315+80.45 of the centerline of right-of-way of Salem Avenue;

Thence North eighty-nine degrees fifty minutes thirty-five seconds East (N 89°50'35" E), leaving the west line of said Lot "A" along the proposed north right-of-way of Harvard

EXHIBIT E

Boulevard for a distance of one hundred seventy-five and 70/100 feet (175.70') to a set iron pin with cap being 77.55 feet left of station 314+81.72 of the centerline of right-of-way of Salem Avenue;

Thence leaving the proposed north right-of-way of Harvard Boulevard along the arc of a transition curve to the left having a radius of twenty-five and 00/100 feet (25.00') for an arc distance of fifty-four and 19/100 feet (54.19'), the chord of said arc being subtended by a central angle of one hundred twenty-four degrees eleven minutes twenty-four seconds (124°11'24") and a long chord bearing North twenty-seven degrees forty-four minutes fifty-three seconds East (N 27°44'53" E) for a distance of forty-four and 19/100 feet (44.19') to a set iron pin with cap in the proposed westerly right-of-way of Salem Avenue, being located 38.50 feet left of station 315+02.40 of the centerline of right-of-way of Salem Avenue;

Thence North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W), along the proposed westerly right-of-way of Salem Avenue for a distance of two hundred eighty-nine and 70/100 feet (289.70') to a set iron pin with cap being in the westerly line of Lot "G", located 38.50 feet left of station 317+92.10 of the centerline of right-of-way of Salem Avenue;

Thence North fifty-five degrees thirty-nine minutes eleven seconds East (N 55°39'11" E), leaving the proposed westerly right-of-way of Salem Avenue along the westerly line of said Lot "G" for a distance of one and 00/100 feet (1.00') to a set iron pin with cap being in the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way), being located 37.50 feet left of station 317+92.10 of the centerline of right-of-way of Salem Avenue;

Thence South thirty-four degrees twenty minutes forty-nine seconds East (S 34°20'49" E), leaving the westerly line of said Lot "G" along the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) for a distance of two hundred ninety-one and 64/100 feet (291.64') to a point being 37.50 feet left of station 315+00.46 of the centerline of right-of-way of Salem Avenue;

Thence leaving the existing westerly right-of-way of Salem Avenue (a 75' wide right-of-way) along the following three (3) transition curves:

- 1) Along the arc of a curve to the right having a radius of fifty-two and 00/100 feet (52.00') for an arc distance of twenty-three and 48/100 feet (23.48'), the chord of said arc being subtended by a central angle of twenty-five degrees fifty-two minutes seventeen seconds (25°52'17") and a long chord bearing South twenty-one degrees twenty-four minutes forty-one seconds East (S 21°24'41" E) for a distance of twenty-three and 28/100 (23.28') to a point being 42.71 feet left of station 314+77.77 of the centerline of right-of-way of Salem Avenue;

EXHIBIT E

Page 3 of 4

LPA RX 851 WD

Rev. 06/09

- 2) Along the arc of a curve to the right having a radius of twelve and 00/100 feet (12.00') for an arc distance of thirteen and 72/100 feet (13.72'), the chord of said arc being subtended by a central angle of sixty-five degrees twenty-nine minutes fifty seconds (65°29'50") and a long chord bearing South twenty-eight degrees forty-six minutes forty-two seconds West (S 28°46'42" W) for a distance of twelve and 98/100 feet (12.98') to a point being 54.29 feet left of station 314+71.90 of the centerline of right-of-way of Salem Avenue;
- 3) Along the arc of a curve to the right having a radius of thirty-two and 00/100 feet (32.00') for an arc distance of twenty-one and 48/100 feet (21.48'), the chord of said arc being subtended by a central angle of thirty-eight degrees twenty-seven minutes thirty-five seconds (38°27'35") and a long chord bearing South seventy degrees thirty-six minutes forty-eight seconds West (S 70°36'48" W) for a distance of twenty-one and 08/100 feet (21.08') to the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way), said point being 74.66 feet left of station 314+77.34 of the centerline of right-of-way of Salem Avenue;

Thence South eighty-nine degrees fifty minutes thirty-five seconds West (S 89°50'35" W) along the existing north right-of-way of Harvard Boulevard (a 125' wide right-of-way) for a distance of one hundred eighty and 08/100 feet (180.08') to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains a total of 208/10,000 acres (0.0208 acres) more or less, being 176/10,000 acres (0.0176 acres) from Auditor's Parcel No. R72-07302-0008 and 32/10,000 acres (0.0032 acres) from Auditor's Parcel No. R72-07303-0004

Prior Instrument Reference as of the date of this survey is Deed Book 481, Page 195 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

EXHIBIT E

LPA RX 851 WD

Page 4 of 4

Rev. 06/09

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/16/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/16/19 FILE NO. 2019-015R-

BY Wesley B. H.

EXHIBIT F

LPA RX 887 T

Page 1 of 3

Rev. 07/09

Ver. Date 07/08/2019

PID 103178

**PARCEL 41-T
MOT - SALEM AVENUE - PHASE 1
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING AND SEEDING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 28, Town 2, Range 6 East, the City of Dayton, Montgomery County, Ohio, and being part of that real estate conveyed to Grace Methodist Church of Dayton, Ohio by deeds recorded in Deed Book 409 Page 408, Deed Book 481 Page 195, Deed Book 1037 Page 63, Deed Book 1037 Page 65, Deed Book 1139 Page 139, Deed Book 1139 Page 144, Deed Book 1453 Page 167 and Deed Book 1748 Page 394, also being part of Lot Nos. "A" and "G" of the revised and consecutive Lot Numbers of the City of Dayton, no subdivision plat referenced in the Montgomery County, Ohio Recorder's Office (all references to deeds microfiche, plats, surveys, etc. refer to the records of the Montgomery County, Ohio Recorder's Office, unless noted otherwise) with stations and offsets referenced to the centerline plat of survey for **MOT-Salem Ave. Phase 1** as the same is recorded in Plat Book 234, Page 28, of the Montgomery County, Ohio Recorder's Office, and being more particularly described as follows:

COMMENCING at a set iron pin with cap being the northeasterly corner of Lot "G", being in the existing west right-of-way of Salem Avenue (a 75' wide right-of-way), also being 37.50 feet left of station 317+92.10 of the centerline of right-of-way of Salem Avenue;

Thence South fifty-five degrees thirty-nine minutes eleven seconds West (S 55°39'11" W), leaving the existing west right-of-way of Salem Avenue along the northerly line of said Lot "G" or a distance of one and 00/100 feet (1.00') to a set iron pin with cap being in the proposed west right-of-way of Salem Avenue, being located 38.50 feet left of station 317+92.10 of the centerline of Salem Avenue, also being the **TRUE PLACE OF BEGINNING** for the land herein described;

Thence leaving the northerly line of said Lot "G", along the proposed west right-of-way of Salem Avenue the following two (2) courses:

- 1) South thirty-four degrees twenty minutes forty-nine seconds East, (S 34°20'49" E), for a distance of two hundred eighty-nine and 70/100 feet (289.70') to a set iron pin with cap being located 38.50 feet left of station 315+02.40 of the centerline of Salem Avenue;

EXHIBIT F

LPA RX 887 T

Page 2 of 3

Rev. 07/09

- 2) Along the arc of a curve to the right having a radius of twenty-five and 00/100 feet (25.00') for an arc distance of fifty-four and 19/100 feet (54.19'), the chord of said arc being subtended by a central angle of one hundred twenty-four degrees eleven minutes twenty-four seconds (124°11'24") and a long chord bearing South twenty-seven degrees forty-four minutes fifty-three seconds West (S 27°44'53" W) for a distance of forty-four and 19/100 feet (44.19') to a set iron pin with cap being in the westerly line of a proposed temporary construction easement, located 77.55 feet left of station 314+81.72 of the centerline of Salem Avenue;

Thence leaving the proposed west right-of-way of Salem Avenue along said proposed temporary construction easement the following three (3) courses:

- 1) North zero degrees nine minutes twenty-five seconds West (N 00°09'25" W) for a distance of five and 00/100 feet (5.00') to a point being 74.74 feet left of station 314+85.86 of the centerline of Salem Avenue;
- 2) Along the arc of a curve to the left having a radius of twenty and 00/100 feet (20.00') for an arc distance of forty-three and 35/100 feet (43.35'), the chord of said arc being subtended by a central angle of one hundred twenty-four degrees eleven minutes twenty-four seconds (124°11'24") and a long chord bearing North twenty-seven degrees forty-four minutes fifty-three seconds East (N 27°44'53" E) for a distance of thirty-five and 35/100 feet (35.35') to a point being 43.50 feet left of station 315+02.40 of the centerline of Salem Avenue;
- 3) North thirty-four degrees twenty minutes forty-nine seconds West (N 34°20'49" W) for a distance of two hundred eighty-nine and 70/100 feet (289.70') to the northerly line of said Lot "G", being located 43.50 feet left of station 317+92.10 of the centerline of Salem Avenue;

Thence North fifty-five degrees thirty-nine minutes eleven seconds East (N 55°39'11" E), leaving said proposed temporary construction easement along the northerly line of said Lot "G" for a distance of five and 00/100 feet (5.00') to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains a total of 389/10,000 acres (0.0389 acres) more or less, being 158/10,000 acres (0.0158 acres) from Auditor's Parcel No. R72-07303-0004 and 231/10,000 acres (0.0231 acres) from Auditor's Parcel No. R72-07303-0008

Prior Instrument Reference as of the date of this survey is Deed Book 481, Page 195 of the deed records of the Montgomery County, Ohio Recorder's Office.

Iron pins designated as set are 5/8" diameter rods, 30" long with a yellow plastic cap stamped "BCS, LLS S-7366"

EXHIBIT F

LPA RX 887 T

Page 3 of 3

Rev. 07/09

Bearings for this description are based State Plane Coordinate System for the State of Ohio (South Zone), NAD 83, (95) NAVD 88.

The above description was prepared under the direction and supervision of Paul W. Feie, Ohio Registered Surveyor No. 6723 in October of 2018, and is based upon a field survey performed by Briggs Creative Services, LLC for the City of Dayton, Ohio

BRIGGS CREATIVE SERVICES, LLC

By: Paul W. Feie 9/10/19
Paul W. Feie Date
Ohio Registered Surveyor No. 6723



1st And 2nd Reading
6485-20

18.

By

No

A RESOLUTION

Authorizing the City Manager to Accept Three (3) Grant Awards from the U.S. Department of Housing and Urban Development ("HUD") for a Total Amount of Two Million Seven Hundred Ninety-Five Thousand Seven Hundred Nine Dollars and Zero Cents (\$2,795,709.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, HUD administers the Shelter Plus Care grant program; and

WHEREAS, The City of Dayton submitted a Shelter Plus Care grant application seeking funding to provide housing and supportive services to homeless individuals that was included in the Dayton/Kettering/Montgomery County 2019 Continuum of Care application; 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, HUD approved the City of Dayton's grant application and will award the City three (3) Shelter Plus Care grants subject to the City's acceptance; and

WHEREAS, The City must accept the grant from HUD as soon as possible to ensure provision of uninterrupted assistance to the homeless, making it necessary for the immediate preservation of the public peace, property, health, and safety 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 three (3) Shelter Plus Care grants for a total amount of Two Million Seven Hundred Ninety-Five Thousand Seven Hundred Nine Dollars and Zero Cents (\$2,795,709.00) and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from HUD.

Section 2. That for that reason stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its adoption.

Adopted by the Commission 2020

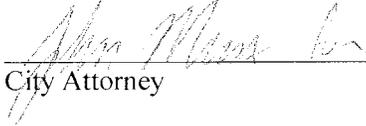
Signed by the Mayor, 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:



City Attorney

MEMORANDUM



March 27, 2020

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

FROM: Todd M. Kinskey, Director
Department of Planning and Community Development

Todd Kinskey

Digitally signed by Todd
Kinskey
Date: 2020.03.27
07:58:41 -04'00'

SUBJECT: Emergency Resolution Authorizing Acceptance of the 2019
Continuum of Care Grant Awards

Attached for your review and placement on the April 8, 2020, City Commission Calendar is an Emergency Resolution authorizing the acceptance of the 2019 Continuum of Care (CoC) Grant awards from the U.S. Department of Housing and Urban Development (HUD). The Department is requesting two readings of the legislation at this meeting.

The City of Dayton submitted, and HUD approved, three (3) Shelter Plus Care renewal applications totaling \$2,795,709.00.

The Tenant-Based Rental Assistance (TRA) program has a program year running from May 1, 2020, to April 30, 2021, and assists 261 formerly homeless households. The TRA program was awarded \$2,196,332 in COC funds.

The Sponsor-Based Rental Assistance (SRA) program has a program year running from August 1, 2020, to July 31, 2021, and assists 61 formerly homeless households. The SRA program was awarded \$495,211.00 in COC funds.

The Sponsor-Based Rental Assistance II (SRA II) program has a program year running from January 1, 2021, to December 31, 2021, and assists 14 formerly homeless households. The SRA II program was awarded \$104,166.00 in COC funds.

If you have any questions or require additional information, please contact Erin Ritter, Human Services Manager, at extension 3816.

Thank you.

TMK/enr
Attachments

1st and 2nd Reading 19.
6486-20

By:

No

A RESOLUTION

Authorizing the City Manager to Sign a Petition on Behalf of the City of Dayton as a Member of the Downtown Dayton Special Improvement District, and Declaring an Emergency.

WHEREAS, Property owners within downtown Dayton have created the Downtown Dayton Special Improvement District ("SID") for the purpose of developing and implementing plans for public improvements and public services benefiting the SID; and,

WHEREAS, The SID Board of Directors has submitted a Plan for Services for 2021-2025 ("Plan") for review and comment by the Commission and City Manager of the City of Dayton, Ohio, receipt of which Plan is acknowledged and accepted by the City; and,

WHEREAS, The City is prepared to subject its property to an assessment by the SID once sixty (60%) percent of private property owners have signed a petition authorizing implementation of the Plan; and,

WHEREAS, To ensure that the Plan is timely implemented and to provide for the immediate preservation of the public peace, property, health and safety, 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. That the Plan for Services for 2021-2025 ("Plan") submitted by the Board of Directors of the Downtown Dayton Special Improvement District is hereby accepted.

Section 2. That the City Manager is authorized to sign a petition obligating property owned by the City to be assessed by the SID once sixty (60%) percent of private property owners to be assessed have signed a petition authorizing implementation of the Plan.

Section 3. That for the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

Adopted by the Commission....., 2020

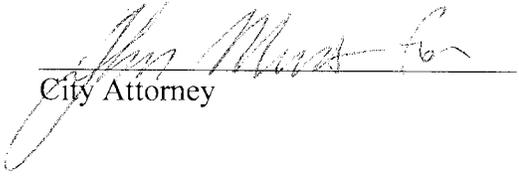
Signed by the Mayor....., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



March 11, 2020

TO: Shelley Dickstein
City Manager

FROM: Barbara J. Doseck
City Attorney

SUBJECT: Resolution Authorizing City Manager to Sign SID Petition.

The Downtown Dayton Special Improvement District's ("Downtown SID") 2016-2020 Plan for Services expires on December 31, 2020. The Downtown SID Board of Directors has been compiling and collecting petitions for a new 2021-2025 Downtown SID Plan for Services.

As a Property Owner, the City is required to sign the Downtown SID's petition agreeing to its plan for public improvement. The attached Resolution gives you the authority to execute the petition once sixty (60%) percent of the private property owners have signed their petitions authorizing the implementation of the Plan for Services.

Should you have any questions or concerns, please contact Assistant City Attorney Russell Knowles at x4114.

BJD/rlk

Cc: File

1st Reading 20,
3,703-20

By:.....

No.....

AN ORDINANCE

Authorizing the City Manager to Accept a Grant
Award From the Ohio Department of Transportation
For An Amount of Two Hundred Ninety-Nine Thousand
Five Hundred Dollars and Zero Cents (\$299,500.00) in
Federal Safety Funds and State Safety Funds.

WHEREAS, The State of Ohio Department of Transportation (“ODOT”) has identified the need for a traffic signal replacement at the intersection of Siebenthaler Avenue and Philadelphia Drive in the City of Dayton; and,

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

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept a grant from the Ohio Department of Transportation in an amount of Two Hundred Ninety-Nine Thousand Five Hundred Dollars and Zero Cents (\$299,500.00).

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

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

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

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

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

Passed by the Commission....., 2020

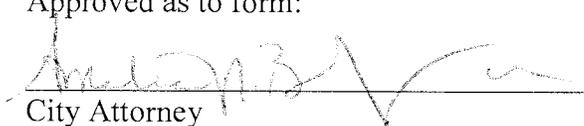
Signed by the Mayor....., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



March 17, 2020

To: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer
Division of Civil Engineering

KGS

SUBJECT: Safety Funding Grant

Attached is the Ordinance consenting to accept a Grant Award from the Ohio Department of Transportation to rebuild the traffic signal at the intersection of Siebenthaler Avenue and Philadelphia Drive. The grant amount is for \$299,500 with a City of Dayton match of \$30,500. Please present the Ordinance to the City Commission at its March 25 and April 1 meetings. The Department of Law has reviewed and approved this document as to form.

If you have any questions, please contact Joe Weinel of this office at 4218.

KGS/jrw

Attachments

Siebenthaler Avenue and Philadelphia Drive Signal Rebuild



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be

1st Reading 21.
6487-20

By:

No:

A RESOLUTION

Approving the Submission of an Application for a Water Pollution Control Loan Fund Loan Supplement on Behalf of the City of Dayton, Ohio for the Design and Construction Administration of the Total Phosphorus Treatment Facilities; Authorizing the Acceptance of Said Loan Supplement; Designating a Dedicated Repayment Source for the Loan; and Authorizing the City Manager to Execute All Necessary Documents.

WHEREAS, The City of Dayton seeks to upgrade its existing wastewater facilities for Total Phosphorus Removal; and,

WHEREAS, The City of Dayton intends to apply for a Water Pollution Control Loan Fund ("WPCLF") Loan Supplement for the design and construction administration of the Total Phosphorus Treatment Facilities; and,

WHEREAS, The WPCLF requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now, therefore,

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

Section 1. That the City Manager, or her designee, be and is hereby authorized to apply for a WPCLF Loan Supplement, sign all necessary documents for, and enter into a WPCLF with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for design and construction administration of the Total Phosphorus Treatment Facilities on behalf of the City of Dayton, Ohio.

Section 2. That the dedicated source of repayment will be Sewer Revenue Funds.

Section 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

ADOPTED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney

RECEIVED
2020 MAR 16 10:17 AM

MEMORANDUM



March 16, 2020

TO: Shelley Dickstein
City Manager

FROM: Chris Clark, Division Manager
Division of Water Reclamation

**SUBJECT: Resolution – Submittal of an Ohio EPA Division of
Environmental and Financial Assistance Loan Supplement
Application**

On February 10, 2020, the Director of the Water Department declared an emergency to initiate and complete the design of the Total Phosphorus Treatment Project as a requirement of the Ohio EPA to meet a Seasonal Phosphorus Loading Limit. At the time, the original consultant that was selected was not able to fulfill the terms of the contract and meet certain milestone dates. The Director of Water selected Arcadis US., Inc to complete the design of this project since it was this firm that completed the Facility Master Plan.

The design costs are being funded by a Water Pollution Control Loan Fund (WPCLF) from the Ohio Environmental Protection Agency (OEPA). As a result of the changes to the consultant, additional design fees are required. Since we have already been approved for a design loan through the Ohio EPA, the additional design costs would necessitate the submittal of a WPCLF Design Loan Supplement Application.

The amount of the original loan was \$495,598. The Loan Supplement Application would add an additional \$308,782 to the loan. The Ohio EPA requires the passage of a Resolution that would authorize the City Manager to apply for and execute the Loan Supplement Agreement. Therefore, this resolution needs to be added to the Commission agenda.

The Agreement and documents have been reviewed by the Law Department as to form and correctness. Lastly, once the Resolution is approved – we will need two (2) Executed (signed) copies of all docs. If you need any additional information, please contact me at x1834.

APPROVED:

A handwritten signature in cursive script, appearing to read "Michael Powell", written over a horizontal line.

Michael Powell, Director
Department of Water



**Division of Environmental & Financial Assistance (DEFA)
Office of Financial Assistance (OFA)**

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

www.epa.ohio.gov/defa/ofa

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the loan application to be reviewed.

- Wastewater Water Pollution Control Loan Fund (WPCLF)
- Drinking Water Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower's Information

Borrower (County, City, Village, or District): Dayton
 Borrower's Population: 271,000 County: _____ DUNS#: 081853566
 Borrower's American Community Survey (ACS) Median Household Income: 28745 Date of Application: _____

3.0 Project Name and Description

Project Name: City of Dayton Total Phosphorus Treatment Project

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

Loan Supplement for the design of the Total Phosphorus Treatment Project for the City of Dayton's Water Reclamation Facility to meet the NPDES Permit Seasonal Loading Phosphorus Limit

**** Will land and/or easement acquisitions be required for this project?**

- Yes, please indicate acquisition commencement date(s).
- No additional land and/or easements are needed for the project.

* **Note:** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion **MUST** be submitted with the bid package for review.

** A Site Title Opinion Letter must be submitted and signed by the Borrower's Solicitor/Law Director, to insure legal vested interest in all real property for the project. (Example see ATTACHMENT B)

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: \$308,782.00 *This field autofills from Tab 4*

An estimated loan award date must be entered. This date should be the 1st of Month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.

Estimated Loan Award Date: 4/1/2020

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:

- Facility Sludge Upgrade
- Septage Facilities
- Water Resource Restoration Sponsor Program (WRRSP)
- Other: (Specify) Nutrient Reduction Project

Water Discounts:

- Auxiliary Power Program *Construction projects are eligible to receive 50 percent of the auxiliary power cost up to \$10,000 in principal forgiveness.*
- Other: (Specify) _____

**** Please select only ONE loan type****

The Borrower's interest rate will be determined based on the current year's Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: **January 1 and July 1.**

Planning Loan Planning loans have a maximum 5-year term.

First Payment Date: _____

Design Loan Design loans have a maximum 5-year term.

(Previous incurred project costs for Planning may be included in the design loan.) **First Payment Date:** 6/1/2025

Construction Loan Minimum 5-year term. Maximum 30-year term.

(Previous incurred project costs for Planning & Design may be included in the construction loan.) **Requested Term:** _____ Years

First Payment Date: _____

Supplemental Loan **Loan Number:** CS390302-0019

** Please complete the appropriate schedule on Tab 3 "Project Schedule" that correlates with the selected loan type.

5.0 Contact Information

Authorized Representative to Execute Contracts

Name Shelley Dickstein Title City Manager
Address 101 West Third Street
City Dayton, Ohio Zip 45402
Telephone 937-333-3600 Cell _____
Email shelley.dickstein@daytonohio.gov

Address to Mail Loan Agreement (If different than Authorized Representative)

Name Michael Powell Title Director - Department of Water
Address 320 Monument Avenue
City Dayton, Ohio Zip 45402
Telephone 937-333-3734 Cell _____
Email mike.powell@daytonohio.gov

Billing Notices

Name Chris Clark Title Division Manager - Water Reclamation
Address 2800 Guthrie Rd
City Dayton, Ohio Zip 45417
Telephone 937-333-1834 Cell 937-622-8215
Email chris.clark@daytonohio.gov

Disbursements - Borrower's representative to contact regarding disbursement

Name Chris Clark Title Division Manager - Water Reclamation
Address 2800 Guthrie Rd
City Dayton, Ohio Zip 45417
Telephone 937-333-1834 Cell 937-622-8215
Email chris.clark@daytonohio.gov

Borrower's Wiring Information - Wires to the borrower should be sent to:

BANK WIRING

Bank Name _____
Address _____
City, State, Zip _____
Federal Wire ABA _____
Account # _____

CHECK MAILING

Address City of Dayton - Dept of Water
320 Monument Ave
City, State, Zip Dayton, Ohio 45402

Consulting Engineer

Name Peter Kube Title Project Engineer
Firm Arcadis U.S. Inc.
Address 100 East Campus View Boulevard, Suite 200
City Columbus State, Zip Ohio 43235
Telephone (614) 766-8660 Cell 513-850-5121
Email Peter.Kube@arcadis.com

6.0 Project Schedules for Planning, Design & Construction

PLANNING SCHEDULE

1. **Submit complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan** (no later than 60 days prior to task 3)
2. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 3)
3. **We request a Planning Loan by** (indicate the 1st of the Month in which Loan is requested)
(Loan awards can be scheduled for January through October and December – no November scheduled awards)
4. **Project Completion Date** (The date funded planning activities will be completed and submitted to Ohio EPA)
5. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after the Project Completion)

DESIGN SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis** (generally 120 days prior to task 4) DEFA already has this information
2. **Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA** (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to task 4) 2/28/2020
3. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 4) 3/13/2020
4. **We request a Design Loan by** (1st of Month in which Loan is Awarded) 4/1/2020
5. **Project Completion Date** (The date funded design will be completed and submitted to Ohio EPA)
6. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after Project Completion) 6/1/2025

CONSTRUCTION SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis** (generally 200 days prior to task 9)
2. **Submit complete Permit-to-Install application (if applicable) , including application, review fee, detail plans, contract documents, and specifications** (170 days prior to task 9)
3. **Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA** (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to task 9)
4. **Submit Site Title Opinion Letter** signed by Solicitor/Law Director (no later than 60 days prior to task 9) (Example: see ATTACHMENT B)
5. **Advertise for construction bids** (no later than 60 days prior to task 9)
6. **Open construction bids** (no later than 30 days prior to task 9) Be sure to allow for a minimum of 60 days to award contracts
7. **Submit bid information to DEFA** (no later than 21 days prior to task 9)
8. **Sign loan documents and return to DEFA** (no later than 7 days prior to task 9)
9. **We request a Construction Loan by** (1st of Month in which Loan is Awarded)
10. **Estimated Initiation of Operation date** (The date funded facilities will be in full operation as planned and designed)
11. **Estimated Initial payment due to the Ohio EPA loan program** (January 1 or July 1 - within one year after the Initiation of Operation)

7.0 Estimated Cost Data

Select Funding Sources From Dropdown Box Below

Estimated Costs				OEPA / WPCLF	Total Project Cost
Technical Services					
Administration					
Engineering Services					
Planning					
Design	Loan Supplement			\$308,782.00	\$308,782.00
Force Account					
Planning Loan Pay-off					
Design Loan Pay-off					
Construction					
<i>(Please enter number of anticipated contractors below)</i>					
Contract "A"					
Contract "B"					
Contract "C"					
Equipment					
Other Costs					
Contingency					
Subtotal				\$308,782.00	\$308,782.00
Application Fee	<i>There is a 0.35% OWDA fee on WPLCF loans and a 1.35% fee on WSRLA loans (0.35% OWDA and 1.00% Ohio EPA/WSRLA). Fees are based on total loan amount. Both program have a minimum fee of \$400. Please see application instructions for more information.</i>				\$1,081.00
Total Estimated Costs				\$308,782.00	\$309,863.00

For construction loan request, please indicate below if the project has an *Ohio EPA or **OWDA planning/design loan affiliated with the project. The planning/design loans will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loans, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning funds are needed, please include a line item for planning and/or design in the construction loan.

*Ohio EPA Planning Loan # _____ Planning Loan Payoff Amount _____

*Ohio EPA Design Loan # _____ Design Loan Payoff Amount _____

**OWDA Planning Loan # _____ Planning Loan Payoff Amount _____

8.0 Contractor Payment

Please indicate below if the Borrower would like the contractors paid directly. Reimbursement requests for Technical Services line items will be made directly to the Borrower.

Pay contractors directly

9.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system as a security instrument (i.e. collateral) for the repayment of the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining the collateral. (*Reference Article IV in the WPCLF and the WSRLA Standard Loan Agreement*).

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- User Charges
- Assessments - Provide authorizing legislation
- General Taxes
- Other: Indicate source _____
- Other: Indicate source _____

10.0 Revenue Analysis

Current Revenues (Last Audit Year):

User Classes	Total Revenue	Total Number of Users	YEAR:
			2018
Residential	\$19,161,675.00	68,131	\$281.25
Commercial	\$3,433,480.00	1,814	\$1,892.77
Industry / Gov.	\$10,642,790.00	194	\$54,859.74
Other			
TOTAL	\$33,237,945.00	70,139	

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Current Average Monthly Residential User Rate

\$23.44

Projected Revenues for first year following project completion

User Classes	Projected Total Revenue	Projected Total Number of Users	YEAR:
			2021
Residential	\$23,340,806.00	68,131	\$342.59
Commercial	\$4,182,316.00	1,814	\$2,305.58
Industry / Gov.	\$12,963,966.00	194	\$66,824.57
Other			
TOTAL	\$40,487,088.00	70,139	

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Projected Average Monthly Residential User Rate

\$28.55

Ten Largest Users

Customer	% of Revenue
Cargill, Inc.	13.12%
Montgomery County - Stillwater	12.67%
Tate & Lisle	6.77%
Wright Patterson Air Force Base	4.24%
Montgomery County - Wolf Creek	3.64%
Montgomery County - Northridge	2.88%
Montgomery County - Riverside	2.60%
City of Trotwood	2.10%
Montgomery County - Carmonte	1.24%
Miami Valley Hospital	1.24%

11.0 Revenue Analysis Continued

3-Year Revenue Allocation

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from TAB 5	2016	2017	2018
Revenue	\$34,339,454.03	\$34,697,553.20	\$33,237,945.00
Expenditures			
Operating Expenses	\$24,829,534.00	\$25,911,036.00	\$26,747,909.00
Debt Service Payments	\$3,113,058.82	\$3,390,794.57	\$3,390,640.24
Other:			
Total Expenditures	\$27,942,592.82	\$29,301,830.57	\$30,138,549.24
Surplus or Loss	\$6,396,861.21	\$5,395,722.63	\$3,099,395.76

Outstanding System Debt (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Final Payment Date
Ohio EPA Loans			
OWDA	\$2,859,186.23	\$1,061,086.88	7/1/2023
OPWC			
GO bonds	\$9,735,000.00	\$1,178,600.00	12/1/2032
Revenue Bonds	\$13,205,372.34	\$1,127,412.50	12/1/2035
USDA-RD Loans			
Other			
TOTAL	\$25,799,558.57	\$3,367,099.38	

The annual payment total will autofill in the current year debt service column on TAB 7 "Projection of Revenues" sheet.

12.0 Borrowers Credit Rating (If applicable)

	Moody's	S&P
General Obligation	Aa2	AA-
Water and Sewer Revenues	Aa2	AA-

13.0 Rate Schedule

Indicate the year of the last rate increase:

2018

What was the % of the last rate increase?

2.00%

Please describe the planned rate increases for the next 2 years:

Rate increase of 7.8% in place for 2020 and 2021. Rate increases are governed by City Ordinance.

14.0 Capital Improvement Plan

Brief Description of Major Projects:

Ten Year Capital Improvement Plan:

Years	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
\$ in 000's	14,400,000	15,000,000	15,450,000	15,913,500	16,390,905	16,882,632	17,389,111	17,910,784	18,448,108	19,001,551

15.0 Projection of Revenues and Expenses of the System

Borrower: Dayton

Project Name: City of Dayton Total Phosphorus Treatment Project

Year	Revenues to System Only	Operations, Maintenance & Replacement (O,M & R) Expenses	DEBT SERVICE paid from Revenue to the System (i.e. OPWC, USDA, etc.)	NEW Ohio EPA Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus
The first Year and Current User Revenues autofills from Section 10.0 on Tab 5. The first year of O, M & R and debt service will autofill from Section 11.0 on Tab 6.				***Indicate previous year carryover surplus in the yellow Cumulative Surplus box***			\$21,551,230.58
2018	\$33,237,945.00	\$26,747,909.00	\$3,367,099.38		\$30,115,008.38	\$3,122,936.62	\$24,674,167.20
2019	\$34,517,115.00	\$26,683,315.00	\$3,410,758.00		\$30,094,073.00	\$4,423,042.00	\$29,097,209.20
2020	\$35,643,494.43	\$27,563,864.40	\$3,417,100.00		\$30,980,964.40	\$4,662,530.04	\$33,759,739.24
2021	\$36,806,182.18	\$28,477,041.56	\$3,371,400.00		\$31,848,441.56	\$4,957,740.62	\$38,717,479.86
2022	\$38,384,299.63	\$29,423,620.89	\$4,202,172.00		\$33,625,792.89	\$4,758,506.75	\$43,475,986.60
2023	\$39,635,258.10	\$30,404,943.43	\$4,826,350.00		\$35,231,293.43	\$4,403,964.67	\$47,879,951.27
2024	\$40,926,527.65	\$31,422,408.26	\$6,219,150.00		\$37,641,558.26	\$3,284,969.39	\$51,164,920.66
2025	\$42,259,399.28	\$32,477,476.29	\$6,778,450.00	\$804,380.00	\$40,060,306.29	\$2,199,093.00	\$53,364,013.66
2026	\$43,635,212.29	\$33,571,669.38	\$6,782,050.00		\$40,353,719.38	\$3,281,492.91	\$56,645,506.57
2027	\$45,055,342.14	\$34,706,578.16	\$6,783,250.00		\$41,489,828.16	\$3,565,513.98	\$60,211,020.55
2028	\$46,521,213.57	\$35,883,862.03	\$6,782,050.00		\$42,665,912.03	\$3,855,301.55	\$64,066,322.09
2029	\$48,034,294.58	\$37,105,251.12	\$6,778,450.00		\$43,883,701.12	\$4,150,593.46	\$68,216,915.55
2030	\$49,596,101.38	\$38,372,555.15	\$6,780,350.00		\$45,152,905.15	\$4,443,196.24	\$72,660,111.79
2031	\$51,208,198.50	\$39,687,658.51	\$6,776,950.00		\$46,464,608.51	\$4,743,590.00	\$77,403,701.78
2032	\$51,825,759.70	\$41,052,533.01	\$6,782,288.00		\$47,834,821.01	\$3,990,938.69	\$81,394,640.47
2033	\$52,450,764.36	\$42,469,235.97	\$5,875,050.00		\$48,344,285.97	\$4,106,478.39	\$85,501,118.86
2034	\$53,083,302.96	\$43,939,914.09	\$5,879,850.00		\$49,819,764.09	\$3,263,538.87	\$88,764,657.73
2035	\$53,723,464.99	\$45,466,809.37	\$5,877,850.00		\$51,344,659.37	\$2,378,805.62	\$91,143,463.35
2036	\$54,920,175.64	\$47,052,265.99	\$4,749,700.00		\$51,801,965.99	\$3,118,209.65	\$94,261,673.01
2037	\$56,143,389.33	\$48,698,731.30	\$4,749,700.00		\$53,448,431.30	\$2,694,958.03	\$96,956,631.03
2038	\$57,966,981.84	\$50,408,757.77	\$4,749,700.00		\$55,158,457.77	\$2,808,524.07	\$99,765,155.10
2039	\$59,849,275.37	\$52,185,018.71	\$4,749,700.00		\$56,934,718.71	\$2,914,556.66	\$102,679,711.76
2040	\$61,792,154.15	\$54,030,299.43	\$4,749,700.00		\$58,779,999.43	\$3,012,154.73	\$105,691,866.49
2041	\$63,797,562.76	\$55,947,516.89	\$4,749,700.00		\$60,697,216.89	\$3,100,345.87	\$108,792,212.36
2042	\$65,867,508.11	\$57,939,713.83	\$4,749,700.00		\$62,689,413.83	\$3,178,094.28	\$111,970,306.64
2043	\$68,004,062.44	\$60,010,073.45	\$4,749,700.00		\$64,759,773.45	\$3,244,289.00	\$115,214,595.64
2044	\$70,209,362.38	\$62,161,918.48	\$4,749,700.00		\$66,911,618.48	\$3,297,743.91	\$118,512,339.55
2045	\$72,485,615.93	\$64,398,723.93	\$4,749,700.00		\$69,148,423.93	\$3,337,192.00	\$121,849,531.55
2046	\$74,835,098.45	\$66,724,122.99	\$4,749,700.00		\$71,473,822.99	\$3,361,275.45	\$125,210,807.00
2047	\$77,260,161.72	\$69,141,910.97	\$3,661,500.00		\$72,803,410.97	\$4,456,750.75	\$129,667,557.75
2048	\$79,763,231.92	\$71,656,055.08	\$1,958,800.00		\$73,614,855.08	\$6,148,376.85	\$135,815,934.60
2049	\$82,346,810.66	\$74,270,705.30	\$1,800,000.00		\$76,070,705.30	\$6,276,105.37	\$142,092,039.97
2050	\$85,013,482.98	\$76,990,197.28	\$1,800,000.00		\$78,790,197.28	\$6,223,285.70	\$148,315,325.66
2051	\$87,765,915.37	\$79,819,066.13	\$1,800,000.00		\$81,619,066.13	\$6,146,849.24	\$154,462,174.90
2052	\$91,498,614.13	\$82,762,053.27	\$1,800,000.00		\$84,562,053.27	\$6,936,560.86	\$161,398,735.76
2053	\$95,388,780.66	\$85,824,116.26	\$1,800,000.00		\$87,624,116.26	\$7,764,664.40	\$169,163,400.16
2054	\$98,474,659.20	\$89,010,441.58	\$1,800,000.00		\$90,810,441.58	\$7,664,217.62	\$176,827,617.78
2055	\$101,659,748.92	\$92,326,449.54	\$1,800,000.00		\$94,126,449.54	\$7,533,299.38	\$184,360,917.15
2056	\$104,947,233.11	\$95,777,812.94	\$1,800,000.00		\$97,577,812.94	\$7,369,420.17	\$191,730,337.32
2057	\$108,340,395.61	\$99,370,464.95	\$1,800,000.00		\$101,170,464.95	\$7,169,930.67	\$198,900,267.99
2058	\$111,590,607.44	\$102,351,578.86	\$1,800,000.00		\$104,151,578.86	\$7,439,028.59	\$206,339,296.57

Preparer Signature: _____

Date: _____

Authorized Representative Signature: _____

Date: _____

NOTES:



EPA Project Control Number _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Barbara Doseck, Law Director

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)



Division of Environmental & Financial Assistance

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

www.epa.ohio.gov/defa

**OHIO WATER POLLUTION CONTROL LOAN FUND
COMPLIANCE CERTIFICATION**

BORROWER Dayton

PROJECT NAME City of Dayton Total Phosphorus Treatment Project

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WPCLF assistance. I also certify that the Borrower:

- 1 Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.
- 2 Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.
- 3 Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.
- 4 Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.
- 5 Will, during the construction of the project facilities, comply with the provisions of:
 - A. Federal Executive Order 11246 relating to Equal Employment Opportunity.
 - B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.
 - C. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).
 - D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
 - E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)
 - F. State Executive Order 90-68 relating to construction impacts on wetland areas.
 - G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.
- 6 Will, when disbursements exceed \$750,000 in any year under this agreement, comply with:
The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.
- 7 Will comply with Federal Water Pollution Control Act 602(b)(14) pertaining to the procurement of A/E services.
- 8 Will comply with Federal Water Pollution Control Act 603(d)(1)(E) pertaining to the development of a Fiscal Sustainability Plan.

I certify that I have read and understand these requirements and agree that WPCLF assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signature of Authorized Official

Date



Division of Environmental & Financial Assistance

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

www.epa.ohio.gov/defa

**OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT
COMPLIANCE CERTIFICATION**

BORROWER Dayton

PROJECT NAME City of Dayton Total Phosphorus Treatment Project

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WSRLA assistance. I also certify that the Borrower:

- 1 Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.
- 2 Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.
- 3 Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.
- 4 Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.
- 5 Will, during the construction of the project facilities, comply with the provisions of:
 - A. Federal Executive Order 11246 relating to Equal Employment Opportunity.
 - B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.
 - C. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).
 - D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
 - E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)
 - F. State Executive Order 90-68 relating to construction impacts on wetland areas.
 - G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.
- 6 Will, when disbursements exceed \$750,000 in any year under this agreement, comply with:
The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.

I certify that I have read and understand these requirements and agree that WSRLA assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signature of Authorized Official

Date

17.0 Application Check List

- Facilities Plan
- A copy of Legislation authorizing current rates/tap in fees
- A copy of Legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA & OWDA (Example: see ATTACHMENT A)
- Planning & Design Loan Only:** Draft or Executed Copy of Engineering Agreement
- Construction Loan Only:** Engineer's Estimate for project costs. Bid tabs are required to be submitted prior to project approval.
Detailed estimate for Equipment and Force Account
Draft or Executed Copy of the Engineering Agreement if engineering costs are included in the loan.
- If the borrower is using special assessments to cover any portion of the Ohio EPA loan payments, attach a certified statement from a Solicitor/Law Director stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- Site Title Opinion Letter signed by Solicitor/Law Director (Example: see ATTACHMENT B)
* **Note:** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.
- Intermunicipal Service Agreement (if applicable)
- Documentation of outstanding debt for planning and/or design costs, to be included in the Ohio EPA loan (if applicable)

*****ITEMS LISTED BELOW ARE NOT NEEDED WITH THE LOAN APPLICATION.*****

These are required after the Borrower has reviewed and SIGNED the Ohio EPA Loan Agreement and Exhibits.

- General Certificate (Example: see ATTACHMENT C)
- Legal procedural letter signed by the Solicitor/Law Director (Example: see ATTACHMENT D)

18.0 Preparer Information

This Application Submitted by (Name & Title) : Chris Clark, Manager, Division of Water Reclamation, Dept of Water

Signature: _____

Date: _____ Telephone Number: 937-333-1834

19.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the Ohio EPA - Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) programs.

Authorized Representative _____

Title City Manager

Signature: _____ Date: _____

GENERAL CERTIFICATE
TO BE DELIVERED TO
OHIO ENVIRONMENTAL PROTECTION AGENCY
AND OHIO WATER DEVELOPMENT AUTHORITY

The undersigned, being the Clerk of Commission of the City of Dayton, Ohio, hereby certifies that:

- I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the Water Pollution Control Loan Fund (WPCLF) Agreement (as defined below), the following were the incumbents of the listed offices:

	<u>Title</u>	<u>Name</u>
Chief Executive Officer:	City Manager	Shelley Dickstein
Chief Fiscal Officer:	Director of Finance	LaShea Lofton
Chief Legal Officer:	Director of Law	Barbara Doseck
Officer Responsible for Records:	Clerk of Commission	Rashella Lavender

Legislators: City of Dayton Commission: Nan Whaley, Mayor; Commissioner Matt Joseph; Commissioner Jeffrey Mims; Commissioner Chris Shaw; Commissioner Darryl Fairchild

- II. The regular meetings of City of Dayton Commission (the "Legislative Body") of the Borrower are held on _____, 2020.
- III. Attached hereto is (a) a true and exact copy of Resolution No. _____ (the "Loan Legislation"), approved by the Dayton City Commission Body on _____, 2020, authorizing the Borrower to enter into a Water Pollution Control Loan Fund (WPCLF) Supplemental Loan Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority in form attached to the Legislation as Exhibit A (the "Water Pollution Control Loan Fund (WPCLF) Agreement", including a description of the Project Facilities being financed under the Water Pollution Control Loan Fund (WPCLF) Agreement), and (b) a copy of the Water Pollution Control Loan Fund (WPCLF) Agreement executed by the official or officials of the Local Government authorized by Loan Legislation to execute the Water Pollution Control Loan Fund (WPCLF) Agreement on behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.
- IV. Attached hereto is a true and exact copy of Ordinance No. _____ (the "Rate Legislation"), approved by the Legislative Body of _____, 2020, authorizing the current water and sewer rates of the City of Dayton to which the Water Pollution Control Loan Fund (WPCLF) Agreement relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the Water Pollution Control Loan Fund (WPCLF) Agreement.
- V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.

Rashella Lavender – Clerk of Commission

Signature

(Date)

(LEGAL LETTER EXAMPLE)

Date

Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215-3516

Executive Director:

The undersigned is the duly appointed and serving Director of Law/Solicitor for the City of Dayton and as such has examined the documents, or copies thereof certified to his/her satisfaction, referred to in the following paragraphs. As said Director of Law/Solicitor, the undersigned advises you that:

1. Resolution No. _____ passed/adopted on _____ by the Council of the _____ (the "Borrower") authorizing the execution and delivery of the Water Pollution Control Loan Fund (WPCLF) was duly and lawfully passed/adopted by the Legislative Authority on said date(s), is (are) in full force and effect and has (have) not been withdrawn or repealed as of this date.
2. All formal actions of the Borrower concerning or relating to the enactment of the legislation described in paragraph 1 were taken in an open meeting of the Borrower and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.
3. The Water Pollution Control Loan Fund (WPCLF) has been duly executed and delivered and constitutes a valid, legal and binding obligation of the Legislative Authority enforceable in accordance with its terms, subject to the provisions of federal bankruptcy laws and other laws affecting creditor's rights.

Very truly yours,

Barbara Doseck
Director of Law/Solicitor

Date

Ms. Paula Yade
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

RE: City of Dayton – Total Phosphorus Treatment Design
City of Dayton

Dear Ms Yade:

I am the Law Director for the City of Dayton. The purpose of this letter is to provide a site title opinion that demonstrates the City of Dayton has sufficient legal vested interest in all real property to ensure such construction in accordance with the project schedule and undisturbed operation and maintenance of the completed project for its intended useful life.

Further, this will confirm that all property acquired for this construction project were obtained in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

Closing,

Barbara Doseck
Director of Law
City of Dayton

1st Reading
6488-20

27

By.....

No.....

A RESOLUTION

Honorarily Naming Midway Avenue Between
Malden and Whitmore Avenues as Lucinda
Williams Adams Way.

WHEREAS, An application has been made by the League of Women Voters of the Greater Dayton Area to honorarily designate Midway Avenue between Malden and Whitmore Avenues as Lucinda Williams Adams Way for a two year period due to Ms. Adams' accomplishments as a world class sprinter and winner of the gold medal at the 1960 Rome Olympics as part of the all Tennessee State 4x100 relay team; and

WHEREAS, Ms. Adams also inspired many through her long career as an educator and administrator in the Dayton Public Schools; and

WHEREAS, The portion of Midway Avenue to be given the honorary designation is adjacent to her one-time home; and

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and

WHEREAS, The City Plan Board, on February 11, 2020 reviewed the proposal, Case PLN2020-00005, and recommended approval of the two-year designation; now, therefore,

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

Section 1. Midway Avenue between Malden and Whitmore Avenues is honorarily designated as Lucinda Williams Adams Way for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official name of Midway Avenue is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission....., 2020

Signed by the Mayor....., 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



March 5, 2020

TO: Rashella Lavender, Clerk of Commission

FROM: Ann Schenking, Secretary 
City Plan Board

**SUBJECT: Two-Year Honorary Designation for “Lucinda Williams Adams Way” on March 25, 2020 City Commission Calendar
Plan Board Case PLN2020-00005**

I am requesting that a resolution be placed on the March 25, 2020 City Commission calendar to establish a two-year honorary designation for Midway Avenue between Malden and Whitmore Avenues as “Lucinda Williams Adams Way.” The official/legal name of Midway Avenue will remain Midway Avenue. A second reading and vote on the resolution will be required at the April 1, 2020 City Commission meeting. If approved on April 1, the effective date of the resolution will be Friday, May 1, 2020.

Lucinda Williams Adams was a world class sprinter and winner of the gold medal at the 1960 Rome Olympics as part of the all Tennessee State 4x100 relay team. She moved with her husband to Dayton, and spent 36 years with Dayton Public Schools, teaching at Meadowdale and Roosevelt high schools and then, as an administrator, she was charged with girls’ health and physical education. The proposed honorary designation is for a two block portion of Midway Avenue which runs alongside the former residence of Mrs. Lucinda Williams Adams.

In compliance with the requirements of Resolution 5014-99 which governs honorary street designations, sufficient support was received from property owners abutting the proposed designation. The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. The West Priority Land Use Board, the Residence Park Neighborhood Association, and the Southwest Priority Board provided letters of support for the designation.

By a 5-0 vote the Plan Board recommends City Commission approval of the two year honorary designation. The Plan Board believes the request complies with the requirements outlined in Resolution 5014-99. No public hearing is required on the request so a public hearing will not be held.

Enclosed for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, and the resolution. If you have any questions, please contact me at 3699. Thank you.

c: Ms. Dickstein, Mr. Parlette, Ms. Clements, Mr. Kinskey, Mr. Kroeger, Ms. Walker, Case File



City of Dayton

City Plan Board

Summary Minute Record February 11, 2020

3. PLN2020-00005 – Establish a Two-Year Honorary Designation for a Portion of Midway Avenue between Malden and Whitmore Avenues for Lucinda Williams Adams

Applicant: Ms. Susan Hesselgesser
League of Women Voters
127 North Ludlow Street
Dayton, OH 45402

Priority Land Use Board: West Planning District: Residence Park

Decision: Recommended City Commission Approval

Staff Comments

Ken Marcellus presented the staff report and said staff believed the requirements of Resolution 5014-99 are met and recommended approval.

The League of Women Voters of the Greater Dayton Area is requesting that an honorary designation be established for a two block portion of Midway Avenue which runs alongside of the former residence of Mrs. Lucinda Williams Adams. The designation would be “Lucinda Williams Adams Way.” The official name of Midway Avenue would remain Midway Avenue.

Mrs. Lucinda Williams Adams, known as “Lady Dancer” because of her graceful style of running, was a 1960 Olympic Gold medal winner in the 4x100 meter relay and later in life was a well-respected physical education teacher and administrator in the Dayton Public School system.

In compliance with the requirements of Resolution 5014-99, sufficient support was received from property owners abutting the proposed designation. The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. The West Priority Land Use Board, the Residence Park Neighborhood Association, and the Southwest Priority Board provided letters of support for the designation.

Public Comments

Pastor Herman Walker, Mt. Moriah Missionary Baptist Church, 301 Mia Avenue, Dayton, OH, which abuts the proposed honorary designation, spoke in support. He highlighted a few of Ms. Williams Adams’ accomplishments.

Board Discussion

None.

Board Action

A motion was made by Ms. Pegues, seconded by Mr. Payne and carried to recommend City Commission approval of the proposal (Case PLN2020-00005) to establish a two-year honorary designation for a portion of Midway Avenue between Malden and Whitmore Avenues for Lucinda Williams Adams Way. The official/legal name of Midway Avenue will remain

Midway Avenue. The Plan Board found the proposal consistent with the requirements found in City Commission Resolution 5014-99 as outlined in the staff report.

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

Minutes approved by the City Plan Board on March 10, 2020

Ann Schenking, Secretary
City Plan Board

February 11, 2020

CITY PLAN BOARD REPORT
Case: PLN-2020-00005

Establish an Honorary Designation for a two (2) block Portion of Midway Avenue (from Malden Avenue east to Whitmore Avenue) as “Lucinda Williams Adams Way.” The official name of Midway Avenue will remain Midway Avenue.

Applicant(s):

Susan Hesselgesser
League of Women Voters of the Greater Dayton Area

Priority Land Use Board: West

Neighborhood: Residence Park

Request: On behalf of the League of Women Voters of the Greater Dayton Area, Mrs. Susan Hesselgesser is requesting that an honorary designation be established for a two (2) block portion of Midway Avenue which runs alongside the former residence of Mrs. Lucinda Williams Adams. The designation would be “Lucinda Williams Adams Way.” The official name of Midway Avenue would remain Midway Avenue.

Background: Mrs. Lucinda Williams Adams, known as “Lady Dancer” because of her graceful style of running, was a 1960 Olympic Gold medal winner in the 4x100 meter relay and later in life was a physical education teacher in the Dayton Public School system.

Board Authority and Requirements:

According to the requirements of Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Rights-of-Way (and Public Facilities), the Plan Board shall review the request and make a recommendation to the City Commission to approve the request or an alternate proposal.

Staff Analysis Regarding Determinations and Findings:

Resolution 5014-99 details the process to be followed when bestowing an honorary designation on a public right-of-way. Staff believes the findings and determinations can be made, and recommends that the Plan Board send the proposal on to City Commission with a recommendation for approval.

Agencies and Groups Contacted:

Abutting property owners, the Southwest Priority Board, the West Priority Land Use Board, and the City’s Public Works, Police and Fire departments.

Impacts and Comments:

There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of this portion of Midway Avenue. The honorary designation will be recognized by signs posted above the street signs.

Approximately seven (7) property owners about the portion of Midway Avenue (Malden Avenue east to Whitmore Avenue) which is proposed for the honorary designation. The following represents the detail of the efforts to secure support for this request:

- During the months of August of 2019 petitions were circulated to the seven (7) identified property owners.
- January 23, 2020, the West Priority Land Use Board submitted a letter of support for the designation.
- January 30, 2020 the Southwest Priority board submitted a letter of support for the designation.
- January 31, 2020 the Residence Park Neighborhood Association submitted a letter of support for the designation.
- Received signed petitions from the five (5) abutting property owners.

Based on that information, staff believes the support received by the remaining property owners meets the intent of the requirement that 51% of abutting property owners support the request.

The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation. The honorary designation is also supported by the Southwest Priority Board and the West Priority Land Use Board which have provided evidence of support by way of letters of support.

Determinations and Findings:

Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and therefore recommends approval.

According to the resolution, honorary designations shall meet the following criteria:

- a. The designation shall be confined to the right-of-way within the vicinity of the home, business or location associated with the person or event.

The two (2) block segment (from Malden Avenue east to Whitmore Avenue) of Midway Avenue was chosen for this designation because of the time and service to the Dayton metropolitan area.

- b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.

Midway Avenue is a residential street located within the Residence Park Planning District; it is not an Arterial.

- c. There shall be only one honorary designation per facility or right-of-way.

There is no current designation for this portion of Midway Avenue.

- d. An important community event, organization or well-known person is:
 - A person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.
 - A person who has made specific and sustained contributions to an organization located in or in proximity to the facility.

- An event that is recognized statewide or nationwide.

Mrs. Lucinda Williams Adams was a valued and respected representative of the United States during time as an Olympic athlete and later in life as a respected teacher and community servant.

- e. The important community event, organization, or well-known person shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person or community event. Preference shall be given to intersections and other limited locations.

The requirement is satisfied for a direct relationship between this portion of Midway Avenue and the honoree proposed for the honorary designation. Mrs. Adams lived on the corner of Midway and Whitmore Avenue.

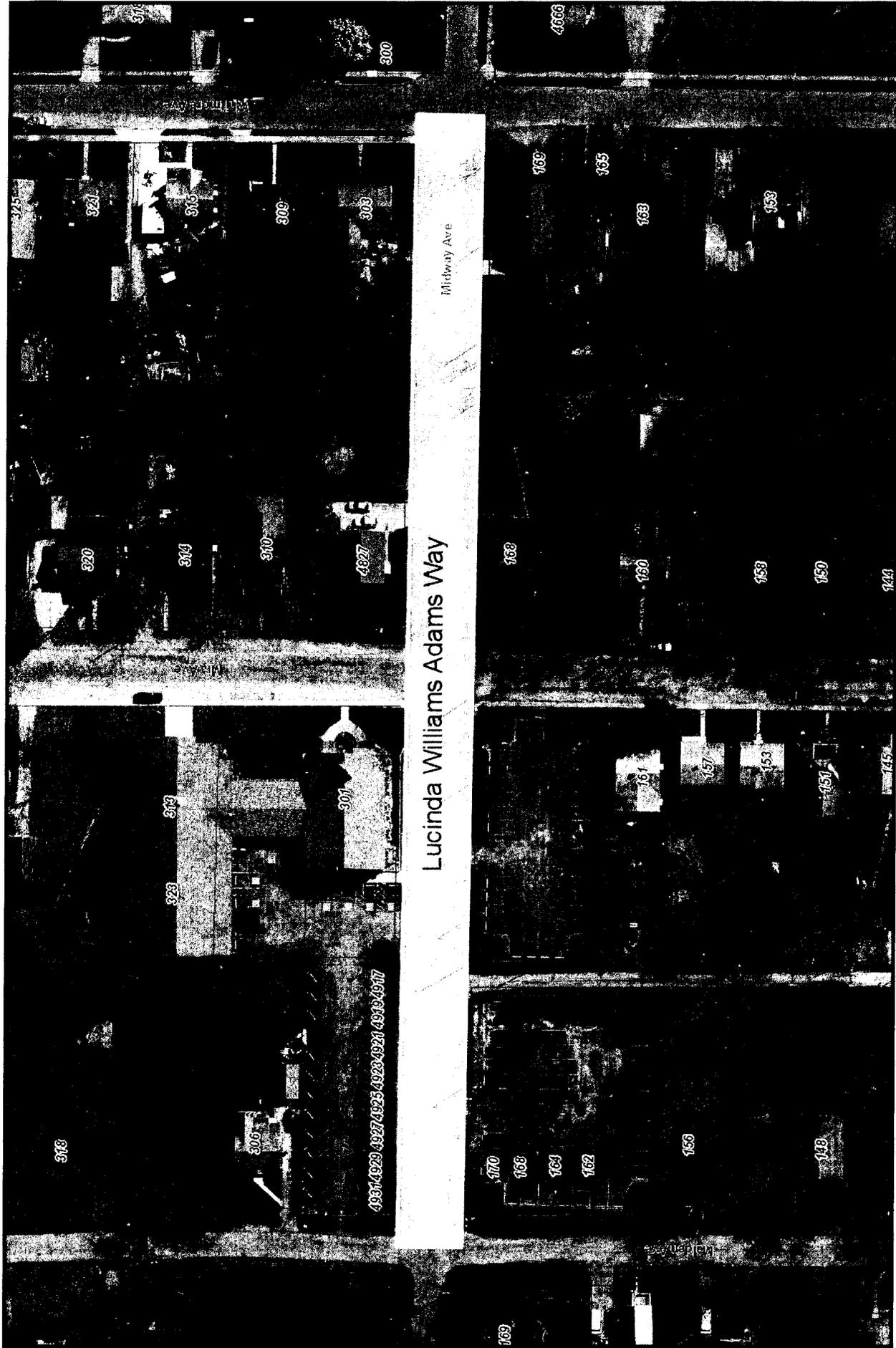
Alternatives:

1. Recommend approval of the proposal to give a two year honorary designation (“Lucinda Williams Adams Way”) to Midway Avenue from Malden Avenue east to Whitmore Avenue because the proposal meets the requirements outlined in City Commission Resolution 5014-99.
2. Recommend an alternate proposal.
3. Recommend disapproval of the designation because the proposal does not meet the requirements outlined in City Commission Resolution 5014-99.

Future Actions:

Approval by the City Commission.

Lucinda W. Adams Way



12-19-19
Planning

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

81 ft





**Honorary Designation of a
Public Facility or Right-of-Way
City of Dayton, Ohio**

OFFICE USE ONLY
Date Filed: _____
Case No.: _____
Pub.Hrg.Date: _____

Complete this form in Adobe Reader software, not a Web browser, to ensure the privacy of your information. Place the cursor in a field and type. Print a copy to add the required signature(s) in blue or black ink and return this form with required attachments to: City of Dayton, Department of Planning and Community Development, 101 West Third Street, P.O. Box 22, Dayton, OH. 45401., 937-333-3670.

Please Read Instructions Carefully Before Completing This Application

To: **Clerk of the City Commission**

Applicant Name (Contact Person): Susan Hesselgesser, Executive Director, LWVGDA
Address: 127 North Ludlow Dayton OH

Telephone Numbers: (Day) 937-228-4041 (Evening) 937-657-7075

Honoree Information:

Name: Lucinda Williams Adams
Address: 5434 Glenda Street West Palm Beach Florida 33417-1063

Proposed Facility or Right-of-way for Designation: The designation shall be confined to a facility or right-of-way within the vicinity of home, business or location associated with the person or event.

Midway Avenue is proposed to have an honorary designation of Lucinda Willimas Adams to Midway Avenue between Malden Avenue and Whitmore Avenue

From: Midway Avenue To: Lucinda Williams Adams

Summary statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect (Not longer than two years). Attach a detailed resume or reasons for designation.

Lucinda Williams Adams is a long time Dayton Educator who rose above the segregation of the south to become an Olympic Gold Medalist.
Born in 1937 in Savannah Georgia, Lucinda was a tomboy at heart , driven by the companionship of her two brothers to "run with the boys." She developed a talent for speed that caught the eye of her junior high boys track coach who turned her into a competitive high school runner. Her track career led her to a scholarship to Tennessee State University to be part of the Tennessee State Women's track team, the Tigerbelles. Coming from a small town, with meager belongings she fought off homesickness because she knew that everyone back home was counting on her to succeed

Explain why none of the preferred methods listed below can not be used for the proposed honorary designation. Attach documentation supporting the determination.

A. Donations to programs and projects:

This would not be a program that would need additional donations once the signage is in place.

B. Proclamation:

Lucinda is not currently a resident of Dayton. We believe her story has an ongoing inspiration for students that a proclamation would not address on a daily basis.

C. Naming of neighborhood and community festivals:

Since Lucinda is not a resident of Dayton. Naming a festival after her would not draw attention to her as an Olympic Gold Medalist. Our hope with naming a street after a female

D. Planting trees or other living memorials:

We believe the story of the Lucinda's gift for speed and her diligence and perseverance would be better understood through an every day visual reminder than a living memorial.

E. Placement of pieces of art, benches and similar objects in public or private spaces:

These are memorial that can easily be overlooked. The City has already honored Lucinda with its highest recognition by having her accomplishments acknowledged on the sidewalk

F. Community Service Awards of the Dayton Volunteers Program:

Lucinda was asked to be the representative for the United States at the 50th anniversary of the Olympics in Rome. She became the National President of the Rotary and in that

Endorsement:

(The designation must be endorsed by the City Manager, a member of the City Commission, the City Plan Board or a Priority Board.)

A member of the City Commission: Jeffrey Minums

The City Manager: _____

The City Plan Board:* _____

Priority Board Endorsement/Comment:* _____

Neighborhood Association Comments:* _____

*Submit Minutes or other documentation of official Board Action.

Attachments:

- Map specifying location.
- A petition supporting the designation signed by 51 percent of the abutting property owners.
- Attach detailed resume or reasons for designation.
- Copy of minutes or resolution from the Priority Board and neighborhood association.
- An non-refundable application fee of \$500.00 is required with the filing of an application.

PETITION

This PETITION is to support giving a two-year honorary designation of "Lucinda Williams Adams" to Midway Avenue, between Malden Avenue and Whitmore Avenue.

The official and legal name of Midway Avenue WILL NOT change. The honorary designation will be marked by a blue and white sign mounted above the street name sign.

I, Mount Moriah M. Baptist Church, am the owner of property at
43898

(Address(es) of Property or County Parcel Identification Number(s) for Property)

By signing this petition, I acknowledge my desire to support giving the honorary designation of "Lucinda Williams Adams" to Midway Avenue, between Malden Avenue and Whitmore Avenue.

Herman L. Walker
Signature of Property Owner

01 Aug 2016
Date Signed

Herman L. Walker, Pastor
Mount Moriah M. Baptist Church
Printed Name of Property Owner

301 MIA Ave.
Printed Mailing Address of Property Owner

Dayton OH 45417
City, State, Zip Code of Property Owner

ENCYCLOPEDIA.com

Williams, Lucinda (1937—)

Williams, Lucinda (1937—)

Views 1,232,213 Updated Nov 25 2019



Williams, Lucinda (1937—)

African-American track-and-field athlete. Name variations: [Lucinda Williams \(/people/literature-and-arts/music-popular-and-jazz-biographies/lucinda-williams\)](#) Adams. Born on August 10, 1937, in Savannah, Georgia; daughter of Willie M. Williams and David Williams; graduated from Tennessee State University, B.S., 1959, M.S., 1961; married Floyd Adams, in 1959 (died); children: daughter Kimberly.

Became a world-class sprinter (1950s–1960s); earned a gold medal in the Rome Olympics in the 4x100-meter relay (1960).

Known as "Lady Dancer" for her graceful style of running, [Lucinda Williams \(/people/literature-and-arts/music-popular-and-jazz-biographies/lucinda-williams\)](#) was born in Savannah, Georgia, in 1937. By the time she graduated from high school, she had perfected both her stride and her endurance, earning the twin titles of state track champion and outstanding senior athlete. She enrolled at Tennessee State University in 1954 and continued her outstanding performance with the famed Tennessee Tiger-belles track team, breaking records for the 100-meter relay and clocking times that qualified her for the U.S. Olympic trials. Her first appearance at the Olympics was at the summer Games in Melbourne, Australia, in 1956, but she failed to make the cut during the 100-meter heats.

Wins at the Amateur Athletic Union's track events for three straight years between 1957 and 1959 showed that Williams had the needed speed, and her top times won her a spot on the AAU women's All-American track-and-field team in both 1958 and 1959. She went on to put in a stellar performance in the sprint at the Pan Am Games in 1959, and her overall scores once again qualified her for the Olympic trials and a spot on the team, which headed to Rome, Italy, the following summer. Competition in the 1960 Olympic Games was stiff, and Williams missed the final cut for the individual 200-meter race. However, as part of the all-Tigerbelle relay team, she ultimately proved to be a winner as the second leg of the four-woman team that took home the gold medal in the 4x100-meter relay with a total time of 44.72 seconds.

After the Olympics, Williams returned to Tennessee State, graduating with a master's degree in physical education in 1961. Retiring from competition but wishing to remain involved with national track-and-field events, she served as a chaperon for the U.S. Olympic track-and-field team during their tour of Europe in 1963. In later years she put her college education to good use, taking a job as a physical education teacher at a high school in Dayton, Ohio, where she served as a role model and inspiration to aspiring young women—particularly African-Americans—interested in testing their skill and perseverance through competitive sports. She was elected to the Savannah, Georgia, Hall of Fame in 1968 and the Tennessee State University Hall of Fame in 1983.

Lucinda Williams Adams: Rising above segregation to reach a gold medal

LOCAL

Jan 28, 2020

By

- [Lisa Powell](#), Staff Writer

Humility and hard work keys to success

Lucinda Williams Adams, a long-time Dayton educator, grew up bearing the weight of segregation but was able to find her stride and become an Olympic gold medalist.

Adams, born in 1937, was raised in a small town outside of Savannah, Ga. A tomboy at heart with a desire to compete against her two older brothers, she developed a talent for speed and caught the eye of Joe Turner, a junior high school boys track coach.

PHOTOS: A gold medal champion finds her stride at Tennessee State University

"I just wanted to run with the boys," said Adams, 81, from her home in Florida.

Turner recognized that desire and molded her into a competitive high school runner. She was later spotted by Ed Temple, the track coach at Tennessee State University, who invited her to Nashville for a high school track program. During her senior year of high school, she was awarded a scholarship to attend TSU.

Adams boarded a Greyhound bus with a bit of money tied in a handkerchief and a boxed lunch packed by her mother and headed off to college to become part of the Tennessee State women's track and field team, the Tigerbelles.



"It was not easy," said Adams. "I was homesick and it was so hard, but I knew that everybody was counting on me. I couldn't quit, I knew I had to make some hard choices. I couldn't let those people down. I couldn't let my family down because I was the first person in my family to go to college."

As a college freshman, Adams' small-town life took on an international flair. She and five Tigerbelle teammates earned spots on the 1956 United States Olympic team and competed in Melbourne, Australia.

But back home, they were challenged by racial segregation. While traveling to track competitions, she and her teammates were forced to use the bathroom in bushes along the road and to sleep in their car.



"I was always taught as a youngster that there were certain things you could do and certain things you could not do; certain places you could go and certain places you could not go," she said. "We knew that and my Mom always said, 'do not worry about those things because one day you will be able to help make a change.'"

Segregation, she said, motivated her, and in 1958 she won two gold medals competing in the first U.S. vs. USSR Track and Field Meet in Moscow. At the Pan American

Games held in Chicago she won three gold medals and set the American record for the women's 220-yard dash.



In 1960 Adams and the Tigerbelles headed to Rome for the XVII Olympiad. There she sprinted around the track on the third leg of the 400-meter relay and passed the baton to anchor Wilma Rudolph, but not without a bit of drama.

“The hand-off was not as smooth as it should have been,” she said. “Wilma did not judge my speed. I knew that was my last chance to get a medal so I was coming in with everything I possibly could. I ran up her back and we had a bobble in that exchange.

“I also knew that once she got that baton no matter who was ahead of her she was going to catch them. It was frightening but we had confidence enough that we knew we were going to do it.”

Adams was right, and she and her teammates won a gold medal.

Adams moved to Dayton with her husband, Floyd Adams, who worked at Wright-Patterson Air Force Base. She spent 36 years with the Dayton Public Schools systems, teaching at Meadowdale and Roosevelt high schools and then, as an administrator, she was charged with girls' health and physical education.



Today when Adams encounters young people she shares the advice that helped her win a gold medal:

“I tell them to dream big,” she said. “Dream, even though you might not think they will turn into reality. If you work hard, believe in yourself, and respect yourself and others and you have God given abilities you can make it. You can be successful but you’ve always got to be humble and you’ve got to be able to work hard.”

MEMORANDUM



January 10, 2020

TO: Chief Richard Biehl, Department of Police
Chief Jeffrey Payne, Department of Fire
Fred Stovall, Director, Department of Public Works
Keith Steeber, City Engineer, Department of Public Works

FROM: Ken Marcellus, Community Development Specialist II
Department of Planning and Community Development

SUBJECT: Establish a Two-Year Honorary Designation for a Portion of Midway Avenue between Malden Avenue east to Whitmore Avenue as "Lucinda Williams Adams Way". The official name of Midway Avenue will remain Midway Avenue.

The Greater Dayton Area League of Women Voters is requesting that a two-year honorary designation is established for a portion of Midway Avenue which runs alongside of the former home of Mrs. Lucinda Williams Adams. The honorary designation would be "Lucinda Williams Adams Way" in honor of Mrs. Williams Adams for her legacy as an Olympic Gold Medalist and Dayton Educator. The honorary name designation would be recognized with a blue and white street sign above the regular green and white street name sign.

According to the requirements of City Commission Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Rights-of-Way, the Plan Board may make a recommendation to the City Commission on a two-year honorary designation after consultation with the City Engineer, affected departments, and the neighborhood organizations.

Please review this proposal for potential conflicts and return comments to me by Friday, January 17, 2020. Attached is the Plan Board public hearing notice for the case and a map.

If you have any questions, please feel free to contact me at Ken.marcellus@daytonohio.gov or ext. 7381.

Thank you.

Attachments

c: Mr. Joe Brzozowski

Marcellus, Ken

From: Steeber, Keith
Sent: Tuesday, January 21, 2020 1:20 PM
To: Marcellus, Ken
Subject: RE: Honorary Street designation request - Lucinda Williams-Adams/Midway

I have no concerns Ken.

From: Marcellus, Ken
Sent: Tuesday, January 21, 2020 11:28 AM
To: Biehl, Richard; Stovall, Frederick (Public Works); Steeber, Keith; Lykins, Jeff; Henderson, Eric
Cc: Brzozowski, Joe; Schenking, Ann
Subject: RE: Honorary Street designation request - Lucinda Williams-Adams/Midway

Greetings all. Any updates on this request? Thanks.

From: Marcellus, Ken
Sent: Friday, January 10, 2020 1:28 PM
To: Biehl, Richard; Payne, Jeffrey; Stovall, Frederick (Public Works); Steeber, Keith
Cc: Brzozowski, Joe; Schenking, Ann
Subject: Honorary Street designation request - Lucinda Williams-Adams/Midway

New Year Greetings to you all. Please review the attach request for an honorary street designation for a portion of Midway Avenue. Let me know if you have any questions or need for more information. Thanks.

 **Ken Marcellus**
Community Development Specialist II
Planning & Community Development
Planning | City of Dayton
101 W, Third Street – 6th Floor | Dayton, Ohio 45402
Office 937-333-7381 | Fax 937-333-4281 | www.daytonohio.gov

Marcellus, Ken

From: Henderson, Eric
Sent: Tuesday, January 21, 2020 3:24 PM
To: Marcellus, Ken
Cc: Malson, Christopher
Subject: FW: Honorary Street designation request - Lucinda Williams-Adams/Midway
Attachments: MemoToDeptsRC-1-10-20.pdf; Location map - 1-10-20.pdf; Hearing notice.pdf

Ken,

There are no issues from police. We just need to make sure it has an alias placed into dispatch records once approved.

Feel free to send me all of these requests since Chief Biehl is generally away from his desk/email with all of the commitments he has.

Thanks,

 **Lt. Col. Eric Henderson**
Assistant Chief of Police – Chief of Operations
Dayton Police Department
335 W. Third Street | Dayton, Ohio 45402
Office 937.333.1081 | www.daytonohio.gov

From: Marcellus, Ken <Ken.Marcellus@daytonohio.gov>
Sent: Tuesday, January 21, 2020 2:57 PM
To: Henderson, Eric <Eric.Henderson@daytonohio.gov>
Subject: RE: Honorary Street designation request - Lucinda Williams-Adams/Midway

Here ya go.

From: Henderson, Eric
Sent: Tuesday, January 21, 2020 2:28 PM
To: Marcellus, Ken
Subject: RE: Honorary Street designation request - Lucinda Williams-Adams/Midway

Ken,

Can you please send me the attachment?

From: Marcellus, Ken <Ken.Marcellus@daytonohio.gov>
Sent: Tuesday, January 21, 2020 11:28 AM
To: Biehl, Richard <Richard.Biehl@daytonohio.gov>; Stovall, Frederick (Public Works) <Frederick.Stovall@daytonohio.gov>; Steeber, Keith <Keith.Steeber@daytonohio.gov>; Lykins, Jeff <Jeff.Lykins@daytonohio.gov>; Henderson, Eric <Eric.Henderson@daytonohio.gov>
Cc: Brzozowski, Joe <Joe.Brzozowski@daytonohio.gov>; Schenking, Ann <Ann.Schenking@daytonohio.gov>
Subject: RE: Honorary Street designation request - Lucinda Williams-Adams/Midway



WEST PRIORITY LAND USE BOARD

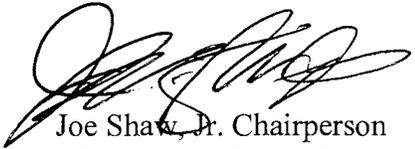
January 23, 2020

To Whom It May Concern,

This letter is being submitted in support of the honorary street designation of a portion of Midway Avenue as “**Lucinda Williams Adams Way**” by the West Priority Land Use Board. We wish to acknowledge her legacy as an Olympic Gold Medalist and Dayton Educator. It is always our desire to support and honor those persons who represented this country and as a public servant.

We acknowledge that the official name of Midway Avenue will remain Midway Avenue.

Sincerely,



Joe Shaw, Jr. Chairperson
West Priority Land Use Board



STRIVING FOR HUMAN ADVANCEMENT

SOUTHWEST PRIORITY BOARD

840 Germantown Street, D-6
Dayton, Ohio 45417
937-221-8186

John L. Wortham, III, Chairperson

January 30, 2020

To Whom It May Concern,

This letter is being submitted in support of the honorary street designation of a portion of Midway Avenue as **"Lucinda Williams Adams Way"** by the Southwest Priority Board. We wish to acknowledge her legacy as a 1960 Olympic Gold Medalist in the 4x110 relay and as a Dayton Physical Education Instructor and community activist. It is always our desire to support and honor those persons who represented this country and as inspiration to our youth.

We acknowledge that the official name of Midway Avenue will remain Midway Avenue.

Sincerely,

John L. Wortham, III, Chairperson
Southwest Priority Board

RESIDENCE PARK NEIGHBORHOOD ASSOCIATION
4541 WEST SECOND STREET
DAYTON, OHIO 45417

January 31, 2020

To Whom It May Concern,

This letter is being submitted in support of the honorary street designation of a portion of Midway Avenue as "Lucinda Williams Adams Way" by the Residence Park Neighborhood Association. We wish to acknowledge her legacy as an Olympic Gold Medalist and Dayton Educator. It is always our desire to support and honor those persons who represented this country and as a public servant.

We acknowledge that the official name of Midway Avenue will remain Midway Avenue.

Sincerely,

A handwritten signature in black ink that reads "Pearl A. Howard". The signature is written in a cursive style with a large initial "P" and a long horizontal flourish at the end.

Pearl A. Howard, President
Residence Park Neighborhood Association

131 (advisory) 23.
6489-00

BY:

NO

A RESOLUTION

To Vacate Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986.

WHEREAS, The vacation of Shaw Avenue from Great Miami Boulevard to the east property line of City Lot #13986 as described herein will enable the abutting property owners to develop this property; and,

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

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

Section 1. That the intention of the Commission is hereby declared to vacate Shaw Avenue from Great Miami Boulevard to the east property line of City Lot #13986 more particularly bounded and described in as follows:

Being all of the 50 foot Shaw Avenue from Great Miami Boulevard to the East Property line of City Lot #13986.

Section 2. The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The street openings at Great Miami Boulevard shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. The applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for the street light on Shaw Avenue.
- D. Vectren shall retain an easement over, under, and through the Shaw Avenue for its existing two inch medium pressure gas main. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.
- E. DP&L shall retain a ten foot easement over, under, and through Shaw Avenue for its existing electric facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.
- F. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six inch water main, eight inch sanitary sewer, and twelve inch storm sewer. With written consent from City of Dayton Department of Water these

F. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing six inch water main, eight inch sanitary sewer, and twelve inch storm sewer. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission, 2020

Signed by the Mayor, 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



March 30, 2020

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer
Division of Civil Engineering

KGS

SUBJECT: The Vacation of Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986

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

Petition No. 21476 requesting the vacation was received from Michael Tayler of Pinnacle Architects on March 9, 2020. The vacation will enable the abutting property owners to develop this property.

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

JRW

Attachments

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

CHECK OF PETITION

Shaw Avenue from Great Miami Boulevard to the East Property Line of City Lot #13986

Checked 3/17/2020 by Joseph Weinel

Total Frontage	526.0	lin. ft.
Frontage signed	526.0	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Kettering Health Network	13983	9.0	67-5-4
	13984	34.0	67-5-3
	13985	34.0	67-5-2
	13986	34.0	67-5-1
	13987	25.0	67-5-51
	13992	58.0	64-2-23
	13993	35.0	64-2-22
	13994	31.0	64-2-21,60
	13995	39.0	64-2-63
	13996	35.0	64-2-19
	13997	45.0	64-2-18
Dayton Osteopathic Hospital	13980	54.0	67-5-8,9
	13981	34.0	67-5-7
	13982	34.0	67-5-6
	13983	25.0	67-5-5



City of Dayton City Plan Board

Decision Memorandum

February 17, 2020

Mr. Ray Theis
Grandview Medical Center
405 West Grand Avenue
Dayton, OH 45405

Re: PLN2019-00647 – Public Way Vacation: Shaw Avenue from Great Miami Boulevard to the east property line of City Lot #13986.

Meeting Date: February 11, 2020

Decision: Established Conditions

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

1. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
2. The street opening at W Great Miami Boulevard shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the date the vacation receives final approval and to City of Dayton standards.
3. The applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for the street light on Shaw Avenue.
4. Establish easements for the existing water utilities:
 - 6-inch water main
 - 8-inch sanitary sewer
 - 12-inch storm sewer

The easement boundaries shall be 10-feet north of the water main and 10-feet south of the sanitary sewer. Also, a 20-foot easement is required for the 12-inch storm sewer, with the pipe centered in the easement.

5. Establish a 10-ft easement DP&L's existing aerial facilities that run along Shaw Avenue.
6. Establish an easement for Vectren's 2-inch plastic medium pressure main within Shaw Avenue.

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

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



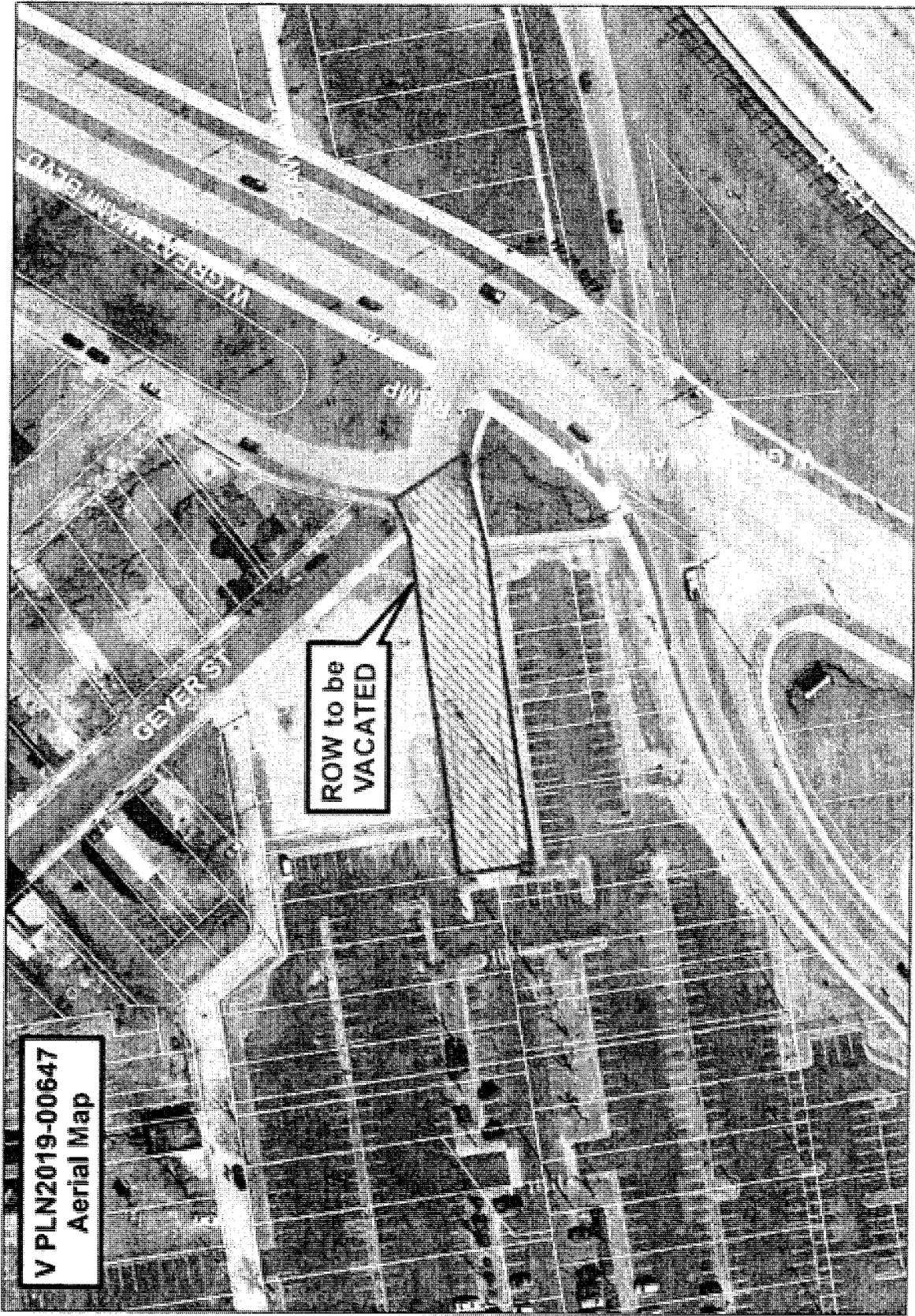
City of Dayton City Plan Board

Decision Memorandum

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List



V PLN2019-00647
Aerial Map

VACATION: SHAW AVE
FROM GREAT MIAMI BLVD TO CITY LOT #13986