CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **APRIL 22, 2020**

8:30 A.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation **– COMMISSIONER FAIRCHILD**
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:**

<u>CIVIL SERVICE BOARD</u>

A1. Lifespan Counseling Associates (professional psychological testing services through 12-31-20) **$28,800.00**

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

INFORMATION TECHNOLOGY

B1. TT Faster LLC dba Faster Asset Solutions (annual software maintenance and support services) **$17,366.47**

B2. CDW Government, Inc. (Commvault licensing, maintenance and support services as needed through 12-31-20) **44,703.79**

POLICE

C1. Angel Armor LLC (40 Dodge Durango Pursuits ballistic door and passenger panels) **30,137.80**

C2. Key Chrysler Jeep & Dodge, Inc. (twenty Dodge Durango Pursuits) **604,280.00**

PROCUREMENT, MANAGEMENT & BUDGET

D1. Applied Industrial Technologies (47 five-gallon buckets of liquid hand sanitizers) **16,445.71**

D2. Heads Up Apparel LLC dba One Up Bands (personal protection equipment and related items) **48,750.00**

PUBLIC WORKS

E1. CHWR, Inc. dba CHW Mechanical Services (heating, ventilation and air conditioning – HVAC – preventative maintenance and repairs through 04-30-21) **10,000.00**

E2. Kendall Electric, Inc. (electrical parts, supplies and related items as needed through 12-31-23) **7,000.00**

E3. Wayne Overhead Door Sales of Dayton, Inc. (Overhead door repair services through 03-31-23) **10,000.00**

WATER

F1. B L Anderson Co., Inc. (YSI brand replacement parts and related items as needed through 12-31-22) **60,000.00**

F2. Enterprise Roofing & Sheet Metal Company (roofing maintenance, repairs, and related items through 03-31-24) **43,500.00**

F3. Ford Hall Company (maintenance of automated weir cleaning system through 12-31-22) **71,000.00**

F4. Ohio Cat (rental services for heavy equipment through 12-31-22) – PO200341 **39,000.00**

F5. Ohio Cat (two Caterpillar portable generators and related items) – PO200847 **394,686.00**

F6. Temco, Inc. (controllers, sensors and other monitoring equipment as needed through 12-31-22) **45,000.00**

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

F7. Tristate Valves & Controls, Inc. dba Trivaco (parts and services to maintain and repair Emerson and Yokogawa brand sludge and boiler process systems as needed through 12-31-22) **$60,000.00**

F8. Utilities Instrumentation Service – Ohio (medium voltage electrical systems inspection and maintenance services as needed through 12-31-20) **35,000.00**

F9. Xylem Water Solutions USA, Inc. (maintenance and repair of Flygt and AC pumps as needed through 12-31-22) **150,000.00**

F10. Comptech Computer Technologies, Inc. (temporary staffing services as needed through 12-31-23) **40,000.00**

F11. Frew Process Group LLC (Badger flow meters through 12-31-22) **148,220.00**

F12. Ohio Cat (two Caterpillar portable generators and related items) **380,350.00**

F13. Process Pump & Seal, Inc. (rebuilding six pumps through 08-31-22) **134,496.00**

F14. Fastenal Company (hardware, tools, mills supplies and MRO equipment as needed through 12-31-22) **75,000.00**

F15. Motion Industries, Inc. dba Dayton Supply and Tool (hardware, tools, mills supplies and tool sharpening as needed through 12-31-22) **90,000.00**

-Depts. of Information & Technology, Police, Procurement, Management & Budget, Public Works, Water, and the Civil Service Board. **Total: $2,583,735.77**

2. **Miami Conservancy District – Service Agreement –** for Water Quality Study – Dept. of Water/Water Supply & Treatment. **$25,000.00**
(Thru 01/31/21)

3. **Moonlight Security, Inc. – Service Agreement –** first amendment for professional security services – Dept. of Aviation. **$458,586.00**
(Thru 05/01/23)

4. **Terracon Consultants, Inc. – Service Agreement –** for tasks associated with the remediation of the former Omega Oil property located at 2036 N. Gettysburg Avenue – Dept. of Economic Development. **$250,000.00**
(Thru 12/31/22)

B. Construction Contracts:

5. **John R. Jurgensen Company – Award of Contract–** for the 2020 Residential Asphalt Resurfacing I (15% SBE & 5% MBE Participation Goal) – Dept. of Public Works/Civil Engineering. **$2,311,082.51**
(Thru 08/14/21)

6. **John R. Jurgensen Company – Award of Contract–** for the 2020 Thoroughfare Resurfacing (5% SBE, 10% MBE, 5% WBE Participation Goal) – Dept. of Public Works/Civil Engineering. **$1,065,821.60**
(Thru 08/14/21)

7. **Turn-Key Environmental Consultants, Inc. – Award of Contract –** for Nuisance Abatement Program, Commercial and Residential Asbestos Surveys and Post Abatement Verification Inspections I – 2020 (10% SBE Participation Goal/100% SBE Participation Achieved) – Dept. of Planning & Community Development/Housing Inspection.
$29,700.00
(Thru 12/31/21)

E. Other – Contributions, Etc.:

8. **County Corp. – Other –** for the Community Development Block Grant Subrecipient Agreement – County Corp. Carillon Home Improvement Program - Dept. of Planning & Community Development/Comm. Dev.
$50,000.00
(Thru 12/31/21)

9. **County Corp. – Other –** for the Community Development Block Grant Subrecipient Agreement – County Corp. Emergency Repair and Accessibility Program - Dept. of Planning & Community Development/Comm. Dev. **$75,000.00**
(Thru 12/31/21)

10. **Finney Law Firm, LLC & Helios, Inc. – Other –** for full settlement of claim filed – Dept. of Law/Civil. **$150,000.00**

11. **Greater Dayton Union Cooperative Initiative, Inc. dba Co-Op Dayton – Other –** for the Community Development Block Grant Subrecipient Agreement – Co-Op Dayton - Dept. of Planning & Community Development/Comm. Dev. **$100,000.00**
(Thru 12/31/21)

12. **Miami Valley Housing Opportunities, Inc. – Other –** for the Continuum of Care – Shelter Plus Care Tenant-Based Rental Assistance - Dept. of Planning & Community Development/Comm. Dev.
$2,196,332.00
(Thru 04/30/21)

COMMISSIONER JOSEPH

13. **The HomeOwnership Center of Greater Dayton – Other –** for the Community Development Block Grant Subrecipient Agreement – The HomeOwnership Center of Greater Dayton - Dept.– of Planning & Community Development/Comm. Dev. **$25,000.00**
(Thru 12/31/21)

IV. LEGISLATION:

Emergency Resolutions – First and Second Reading:

COMMISSIONER MIMS

14. **No. 6490-20** Approving the Submission of a Grant Application for the Fiscal Year 2021 Ohio Airport Grant Program to the Ohio Department of Transportation, Office of Aviation; Authorizing the Acceptance of a Grant from the State of Ohio Department of Transportation, Office of Aviation in an Amount Not to Exceed Eight Hundred Twenty-Four Thousand One Hundred Fifty-Nine Dollars and Zero Cents ($824,159.00) on behalf of the City of Dayton, and Declaring an Emergency.

COMMISSIONER SHAW

15. **No. 6491-20** Authorizing the City Manager to Accept the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Grant from the United States of America, Department of Transportation for the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Fourteen Million Six Hundred Twenty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents ($14,624,971.00), and Declaring an Emergency.

Resolution – First Reading:

16. **No. 6492-20** Honorarily Naming Barnett Street Between Home Avenue and West Fifth Street as Ronald C. Foster Way.

Ordinance – Second Reading:

17. **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 – Second Reading:

18. **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.

19. **No. 6488-20** Honorarily Naming Midway Avenue Between Malden and Whitmore Avenues as Lucinda Williams Adams Way.

20. **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. 6493-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 978-20

City Manager's Report

1.

From **2730 – PMB/Procurement**

Date April 22, 2020

Expense Type Purchase Order

Total Amount $ 2,583,735.77

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

CIVIL SERVICE BOARD

(A1) P0200837 – LIFESPAN COUNSELING ASSOCIATES, BEAVERCREEK, OH

- Professional psychological testing services through 12/31/2020.
- These services are required for pre-employment psychological testing for Police recruits and Airport Police officers.
- Rates are in accordance with the City of Dayton's existing price agreement IFB D17001 with firm pricing through 12/31/2020.
- The Civil Service Board recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	10000-1300-1159-62	$28,800.00

Signatures/Approval

Melissa A. Wilson 4.15.20
Division

Diane L. Harrison 4.15.2020
Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

BACK

BACK

INFORMATION TECHNOLOGY

(B1) P0200838 – TT FASTER LLC dba FASTER ASSET SOLUTIONS, VIRGINIA BEACH, VA

- Annual software maintenance and support services.
- These services are required to maintain the City's fleet management system for the Departments of Fire, Procurement, Management and Budget, Public Works and Water.
- TT Faster LLC dba Faster Asset Solutions, formerly CCG Systems, Inc. is recommended as the original software developer; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Maintenance Agreements	10000-5560-1166-65	$17,366.47

(B2) P0200839 – CDW GOVERNMENT, INC., VERNON HILLS, IL

- Commvault licensing, maintenance and support services as needed through 12/31/2020.
- These goods and services are required for additional backup capacity for enterprise and archived data.
- Rates are in accordance with the public, cooperative bid established by the National Intergovernmental Purchasing Alliance (NIPA) Contract #2018011-01.
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Technology Software	10000-5560-1414-65	$44,703.79

POLICE

(C1) P0200841– ANGEL ARMOR LLC, FORT COLLINS, CO

- Forty (40) Dodge Durango Pursuits ballistic door and passenger panels.
- These panels are required for the welfare and safety of staff assigned to these units.
- Angel Armor LLC is the only vendor found to provide ballistic doors for the required departmental vehicles.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	10000-6210-1412-71	$30,137.80

BACK

POLICE (CONTINUED)

(C2) P0200840 – KEY CHRYSLER JEEP & DODGE, INC., XENIA, OH

- Twenty (20) Dodge Durango Pursuits.
- These vehicles are required for the daily operations of the Division and will replace Units upon delivery which will be disposed of in the best interest of the City.
- Five (5) possible vendors were solicited and four (4) responses were received.
- The Department of Police recommends acceptance of the low response.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	10000-6210-1412-71	$604,280.00

PROCUREMENT, MANAGEMENT AND BUDGET – MANAGEMENT AND BUDGET

(D1) P0200834 – APPLIED INDUSTRIAL TECHNOLOGIES, HARRISON TOWNSHIP, OH

- Forty-seven (47) 5 gallon buckets of liquid hand sanitizers.
- These goods are required for City of Dayton first responders and other departments 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.
- Applied Industrial Technologies is recommended based upon product availability and price.
- The Departments of Fire, Police, Procurement, Management and Budget, Public Works, and Water recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Miscellaneous	10000-6450-1221-54	$382.37
2020	Supplies and Materials	61000-6470-1301-99	$382.37
2020	Supplies and Materials	10000-6480-1301-54	$382.37
2020	Supplies and Materials	21000-6430-1301-54	$382.37
2020	Supplies and Materials	10000-6440-1301-32	$382.37
2020	Supplies and Materials	53000-3445-1301-54	$361.18
2020	Supplies and Materials	55000-3445-1301-54	$361.18
2020	Supplies and Materials	55000-3460-1301-54	$722.36
2020	Supplies and Materials	53000-3430-1301-54	$722.36
2020	Supplies and Materials	53000-3410-1301-54	$382.37
2020	Miscellaneous	10000-6210-1221-71	$6,842.18
2020	Supplies and Materials	10000-6330-1301-71	$5,142.23

PROCUREMENT, MANAGEMENT AND BUDGET – MANAGEMENT AND BUDGET (CONTINUED)

(D2) P0200852 – HEADS UP APPAREL LLC dba ONE UP BANDS, MORAINE, OH

- Personal protection equipment and related items.
- These goods are required for City of Dayton first responders and other departments 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.
- Heads Up Apparel LLC dba One Up Bands is recommended based upon product availability and price.
- The Departments of Fire, Police, Procurement, Management and Budget, Public Works, and Water recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-9980-1301-99	$48,750.00

PUBLIC WORKS – PROPERTY MANAGEMENT

(E1) P0200639 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH

- Heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs.
- These goods and services are required to maintain units at various City facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 17021D with pricing through 4/30/2021.
- 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 Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Maintenance of Facilities	10000-6480-1172-54	$10,000.00

(E2) P0200416 – KENDALL ELECTRIC, INC., DAYTON, OH

- Electrical parts, supplies and related items as needed through 12/31/2020.
- These goods are required to maintain existing electrical equipment and department facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20003N with firm pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $10,000.00 by $7,000.00 for a total not to exceed $17,000.00 and therefore requires City Commission approval.
- Kendall Electric, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Maintenance of Facilities	10000-6480-1172-54	$7,000.00

PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)

(E3) P0200440 – WAYNE OVERHEAD DOOR SALES OF DAYTON, INC., CENTERVILLE, OH

- Overhead door repair services.
- These goods and services are required to maintain existing overhead doors throughout City facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB N19007 with firm pricing through 3/31/2023.
- 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 Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Maintenance of Facilities	10000-6480-1172-54	$10,000.00

WATER – WATER RECLAMATION

(F1) P0200758 – B L ANDERSON CO., INC., WEST CHESTER, OH

- YSI brand replacement parts and related items as needed through 12/31/2020.
- These goods are required to maintain and repair equipment at the Water Reclamation Facility.
- B L Anderson Co., Inc. is the sole regional distributor of this equipment; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $40,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	55000-3460-1301-54	$20,000.00
2021	Supplies and Materials	55000-3460-1301-54	$20,000.00
2022	Supplies and Materials	55000-3460-1301-54	$20,000.00

WATER – WATER RECLAMATION (CONTINUED)

(F2) P0200567 – ENTERPRISE ROOFING & SHEET METAL COMPANY, DAYTON, OH

- Roofing maintenance, repairs, and related items.
- These services are required to maintain roofing issues for Water Reclamation.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20015N with pricing through 3/31/2024.
- This amendment increases the previously authorized amount of $9,500.00 by $10,500.00 for a total not to exceed $20,000.00 and therefore requires City Commission approval.
- The Department of Water requests additional authority of $33,000.00 through 12/31/2023.
- Enterprise Roofing & Sheet Metal Company qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Maintenance of Facilities	55000-3460-1172-54	$10,500.00
2021	Other Maintenance of Facilities	55000-3460-1172-54	$11,000.00
2022	Other Maintenance of Facilities	55000-3460-1172-54	$11,000.00
2023	Other Maintenance of Facilities	55000-3460-1172-54	$11,000.00

(F3) P0200845 – FORD HALL COMPANY, RICHMOND, KY

- Maintenance of automated weir cleaning system.
- This service is required to prevent the build-up of algae and solids in the Final Clarifiers.
- Ford Hall Company is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $50,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	55000-3460-1159-54	$21,000.00
2021	Other Professional Services	55000-3460-1159-54	$25,000.00
2022	Other Professional Services	55000-3460-1159-54	$25,000.00

WATER – WATER RECLAMATION (CONTINUED)

(F4) P0200341– OHIO CAT, TROY, OH

- Rental services for heavy equipment through 12/31/2020.
- These services are required to maintain various operating equipment at Division's facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19052D with pricing through 12/31/2022.
- 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 additional City Commission approval.
- The Department of Water requests additional authority of $24,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Tool and Special Equipment Rentals	55000-3460-1143-54	$15,000.00
2021	Tool and Special Equipment Rentals	55000-3460-1143-54	$12,000.00
2022	Tool and Special Equipment Rentals	55000-3460-1143-54	$12,000.00

(F5) P0200847 – OHIO CAT, TROY, OH

- Two (2) Caterpillar portable generators and related items.
- This equipment is required for emergency backup power for the division of Water Reclamation.
- The Department of Water has standardized on Caterpillar generators; 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	Motorized Equipment	55000-3460-1412-54	$394,686.00

WATER – WATER RECLAMATION (CONTINUED)

(F6) P0200846 – TEMCO, INC., LOVELAND, OH

- Controllers, sensors and other monitoring equipment as needed through 12/31/2020.
- These goods are required to maintain multiple process controls through the Water Reclamation facilities.
- Temco, Inc. is recommended as the sole regional distributor for multiple brands of related supplies; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $30,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	55000-3460-1167-54	$15,000.00
2021	Other Equipment Maintenance	55000-3460-1167-54	$15,000.00
2022	Other Equipment Maintenance	55000-3460-1167-54	$15,000.00

(F7) P0200844 – TRISTATE VALVES & CONTROLS, INC. dba TRIVACO, HEBRON, KY

- Parts and services to maintain and repair Emerson and Yokogawa brand sludge and boiler process systems as needed through 12/31/2020.
- These goods and services are required to perform Water Reclamation operations.
- Tristate Valves & Controls, Inc. dba Trivaco is the OEM authorized regional distributor; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $40,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	55000-3460-1301-54	$20,000.00
2021	Supplies and Materials	55000-3460-1301-54	$20,000.00
2022	Supplies and Materials	55000-3460-1301-54	$20,000.00

WATER – WATER RECLAMATION (CONTINUED)

(F8) P0200639 – UTILITIES INSTRUMENTATION SERVICE – OHIO, CENTERVILLE, OH

- Medium voltage electrical systems inspection and maintenance services as needed through 12/31/2020.
- These services are required to analyze performance of medium voltage electrical systems and equipment, perform preventative inspections, maintenance and emergency electrical services.
- Rates are in accordance with the City of Dayton's existing price agreement IFB N18038 with pricing through 12/31/2020.
- This amendment increases the previously authorized amount of $70,000.00 by $35,000.00 for a total not to exceed $105,000.00 and therefore requires additional 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-SF1703	$35,000.00

(F9) P0200843 – XYLEM WATER SOLUTIONS USA, INC., MILFORD, OH

- Maintenance and repair of Flygt and AC pumps as needed through 12/31/2020.
- These goods are required to maintain multiple Flygt and AC pumps throughout the City.
- Xylem Water Solutions USA, Inc. is recommended as the OEM; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $100,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	55000-3460-1167-54	$50,000.00
2021	Other Equipment Maintenance	55000-3460-1167-54	$50,000.00
2022	Other Equipment Maintenance	55000-3460-1167-54	$50,000.00

WATER – WATER SUPPLY AND TREATMENT

(F10) P0200713 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH

- Temporary staffing services as needed through 12/31/2020.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18066JL with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $10,000.00 by $40,000.00 for a total not to exceed $50,000.00 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	Other Professional Services	53000-3430-1159-54	$40,000.00

(F11) P0200757 – FREW PROCESS GROUP LLC, NOBLESVILLE, IN

- Badger flow meters.
- These goods are required to maintain and/or repair various water meter reader equipment throughout the City.
- Frew Process Group LLC is recommended as the sole regional distributor in our area for Badger Vortex meters; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $100,000.00 through 12/31/2022.
- 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	$48,220.00
2021	Furniture, Fixtures & Equip Assets	53000-3430-1411-54	$50,000.00
2022	Furniture, Fixtures & Equip Assets	53000-3430-1411-54	$50,000.00

(F12) P0200848 – OHIO CAT, SHARONVILLE, OH

- Two (2) Caterpillar portable generators and related items.
- This equipment is required for emergency backup power for the Division of Water Supply and Treatment.
- The Department of Water has standardized on Caterpillar generators; 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	Motorized Equipment	53000-3430-1412-54	$380,350.00

WATER – WATER UTILITY FIELD OPERATIONS

(F13) P0200842 – PROCESS PUMP & SEAL, INC., TRENTON, OH

- Rebuilding six (6) pumps.
- These services are required to maintain various operating equipment at various facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18055S with pricing through 8/31/2022.
- 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	$134,496.00

(F14) P0200849 – FASTENAL COMPANY, DAYTON, OH

- Hardware, tools, mills supplies and MRO equipment as needed through 12/31/2020.
- These goods are required to maintain facilities and sewer system infrastructure.
- Rates are in accordance with the public, cooperative bid established by the National Intergovernmental Purchasing Alliance (NIPA) Contract #R142101.
- The Department of Water requests additional authority of $50,000.00 through 12/31/2022.
- Fastenal Company qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	53998-3445-1350-54	$25,000.00
2021	Inventory	53998-3445-1350-54	$25,000.00
2022	Inventory	53998-3445-1350-54	$25,000.00

(F15) P0200850 – MOTION INDUSTRIES, INC. dba DAYTON SUPPLY AND TOOL, DAYTON, OH

- Hardware, tools, mills supplies and tool sharpening as needed through 12/31/2020.
- These goods and services are required to maintain facilities and sewer system infrastructure.
- Rates are in accordance with the Sourcewell Cooperative Contract #121218-MII.
- The Department of Water requests additional authority of $60,000.00 through 12/31/2022.
- Motion Industries, Inc. dba Dayton Supply and Tool qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	53998-3445-1350-54	$30,000.00
2021	Inventory	53998-3445-1350-54	$30,000.00
2022	Inventory	53998-3445-1350-54	$30,000.00

The aforementioned departments recommend approval of this order.

BACK

City Manager's Report

2.

From **3430 - Water/Water Supply & Trmt**

Date **April 22, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$25,000.00 (thru 1/31/2021)**

Name **Miami Conservancy District**

Address **38 E Monument Avenue**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Capital	53003-3420-1159-54-WF2004	$25,000.00

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

Description

Miami Conservancy District Water Quality Study

The Department of Water requests permission to enter into a Professional Services Contract with the Miami Conservancy District (MCD). MCD is authorized by the Official Plan of its Aquifer Preservation Subdistrict (APD) to facilitate, support, and/or participate in coalitions and collaborative efforts related to the region's water resources. The Dayton Water Committee has selected LimnoTech to complete a *Dayton Water Quality and Infrastructure Review.* This review of the City of Dayton and interconnected utilities will lead to recommendations for reducing or eliminating impediments to maintaining a high quality, reliable, and resilient water supply. City of Dayton's contribution consists of $25,000. These efforts are essential for the continued protection of the region's drinking water supply.

The Professional Services Agreement is being funded using the 2020 Water Capital Funds.

The Agreement shall commence on April 22, 2020 and shall expire upon expenditure of all funds provided herein or on January 31, 2021.

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.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT 20-2556

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	4/22/2020
Expiration Date	1/31/2021
Original Commission Approval	$ 25,000.00
Initial Encumbrance	$ 25,000.00
Remaining Commission Approval	$ -

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $25,000.00	Amount:
Fund Code 53003 - 3420 - 1159 - 54 - WF2004 - (Fund Org Acct Prog Act Loc)	Fund Code (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code (Fund Org Acct Prog Act Loc)	Fund Code (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Miami Conservancy District

Vendor Address: 38 E Monument Ave (Street) Dayton (City) Ohio (State) 45402 (Zipcode + 4)

Federal ID: 31-6000370

Commodity Code: 96896

Purpose: Award of Professional Services Agreement for Water Quality Study

Contact Person: Lisa Burton-Yates | Water/Water Engineering (Department/Division) | 4/9/2020 (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 appropirated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature — Date: 4/14/2020

James L Williams — CF Prepared by — Date: 04/13/2020 — CF/CT Number: CT 20-2556

AGREEMENT

THIS AGREEMENT, made this ___ day of _____2020, by and between **THE MIAMI CONSERVANCY DISTRICT,** a body corporate and political subdivision of the State of Ohio pursuant to §6101 of the Ohio Revised Code, located at 38 East Monument Avenue, Dayton, Ohio 45402, hereinafter referred to as "**MCD**", and **THE CITY OF DAYTON**, located at 101 West 3rd Street, Dayton, Ohio 45402, hereinafter referred to as "**DAYTON**".

WITNESSETH

WHEREAS, a sustainable source of high quality drinking water is vital to public health and the economic viability of the Dayton region; and

WHEREAS, the City of Dayton Water Utility plays a vital role in delivering an abundant and safe drinking water supply to much of the Dayton region; and

WHEREAS, the Dayton Water Committee desires to hire an independent consultant to perform a review of the City of Dayton and interconnected water utilities; and

WHEREAS, a review of the City of Dayton and interconnected utilities will help to answer the question: Are the region's water systems built, being maintained, and changing to meet the area's needs of today and 50 years from today?; and

WHEREAS, answering the above question will help in identifying gaps in water utility management relative to overall water quality and infrastructure management and lead to recommendations for reducing or eliminating impediments to maintaining a high quality, reliable, and resilient water supply; and

WHEREAS, **MCD** is authorized by the Official Plan of its Aquifer Preservation Subdistrict (APS) to facilitate, support, and/or participate in coalitions and collaborative efforts related to the region's water resources: and

WHEREAS, the Dayton Water Committee has selected LimnoTech (hereinafter referred to as **CONSULTANT**) to complete a *Dayton Water Quality and Infrastructure Review* as described in **Attachment A** "Letter of Introduction/Statement of Qualifications.

NOW, **THEREFORE**, in consideration of the mutual promises hereinafter contained, it is **AGREED** as follows:

1. **DAYTON** agrees to pay **MCD** the sum not to exceed **$25,000** toward the costs for the **CONSULTANT** to complete the Tasks identified in **Attachment A**.

DAYTON shall make 100% payment upon execution of this **AGREEMENT**. Payment shall be made by check to Miami Conservancy District, 38 East Monument Avenue, Dayton, OH 45402.

2. **MCD** will perform the following activities at no additional cost to **DAYTON**:
   a. Manage contractual agreement with **CONSULTANT.**
   b. Serve as liaison between the Dayton Water Committee and **CONSULTANT**.

3. **DAYTON's** contribution is a portion of the funding necessary for the contractual agreement with the **CONSULTANT**. If sufficient funding is not secured from additional contributors, **MCD** will not be obligated to perform the activities and will refund all of **DAYTON's** contribution.

4. **MCD** will account for all funds contributed under this agreement in its Aquifer Preservation Subdistrict fund. Use of the funds will be restricted to the purposes identified in this **AGREEMENT**.

5. If funds remain after completion of the Tasks identified in **Attachment A** and payment of all **CONSULTANT** invoices due, **MCD** will refund **DAYTON**'s proportionate share of remaining funds.

6. **MCD** and **DAYTON** agree to maintain records for audit by agencies of the State of Ohio and the U.S. Government conducted in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with the established procedures and guidelines of the reviewing or auditing agency(ies).

7. This **AGREEMENT** represents the entire agreement between the parties with respect to the subject matter hereof.

8. This **AGREEMENT** may be amended or supplemented at any time by full consent in writing of the parties hereto.

9. This **AGREEMENT** shall take effect upon execution and remain in effect until January 31, 2021.

10. There shall be no discrimination against any employee who is engaged in the work covered by this agreement, or against any applicant for such employment because of age, race, sex, handicap, religion, color, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The **CONSULTANT** shall insert a similar provision in all subcontracts for services covered by this agreement.

IN WITNESS WHEREOF, THE MIAMI CONSERVANCY DISTRICT and **THE CITY OF DAYTON,** by their duly authorized agents, have respectively executed this agreement on the day and date first above written.

THE MIAMI CONSERVANCY DISTRICT

By:

Janet M. Bly

Janet M. Bly
General Manager

THE CITY OF DAYTON

By:

Shelley Dickstein
City Manager

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

LimnoTech
Water | Scientists
Environment | Engineers

501 Avis Drive
Ann Arbor, MI 48108
734.332.1200
www.limno.com

LETTER OF INTRODUCTION / STATEMENT OF QUALIFICATIONS

LimnoTech is excited to submit this proposal for the Dayton Water Quality and Infrastructure Review (WQIR) to the Dayton Water User Committee (the Committee) and Miami Conservancy District (MCD). The Great Miami Buried Valley Aquifer (BVA) is a remarkable regional resource of water supply for municipalities like Dayton, local industries, agriculture and other entities. As a federally designated Sole Source Aquifer, it is imperative for the 400,000 people who rely on this resource for their drinking water to ensure it has long term capacity, viability and resiliency. In addition, reliable and robust infrastructure is needed to treat, distribute and use the water from the BVA safely and efficiently to foster community confidence and regional economic vitality.

Our team has developed an approach that will:

- Inform the Committee and MCD of the current and future preparedness of the City of Dayton to deliver high quality water through reliable and resilient infrastructure based on the best available knowledge and understanding;
- Identify where gaps in understanding remain; and
- Provide the necessary information for the Committee to chart a path forward to ensure the sustainability and resiliency of the water supply and distribution systems.

We have prepared this proposal based on our best understanding of the Committee's goals and with the intent of providing you with the best scientific understanding to inform your efforts.

LimnoTech has been at the forefront of addressing the nation's toughest water resource challenges since our founding in 1975. We have worked with municipalities and the organizations that support them throughout our history on a range of issues, including source water protection strategies, water quality contamination, groundwater and surface water interaction, monitoring and modeling tools, and regulatory and permitting needs. We pride ourselves on providing clients with information and solutions based in sound science.

We have teamed with American Structurepoint, a civil engineering firm with extensive water supply experience, to support the assessment of drinking water infrastructure and treatment technologies. With several offices in Ohio and adjacent states, American Structurepoint understands the challenges and opportunities posed by typical Midwest aging infrastructure.

We thank you for the opportunity to serve the Committee and we appreciate your time in reviewing our proposal. Our team would love to work with you on this project! Please don't hesitate to contact us with any questions.

Sincerely,
LimnoTech

Carrie Turner
Senior Project Engineer
(734) 821-3115
cturner@limno.com

Scott Bell
Vice President
(734) 821-3168
sbell@limno.com

ATTACHMENT A

PERSONNEL, EXPERIENCE AND QUALIFICATIONS

Firm Qualifications

LimnoTech is one of the country's leading water sciences and environmental engineering consulting firms. Headquartered in Ann Arbor (Michigan), we work with clients across a range of sectors and locations to address challenging water resource issues. Our projects have addressed almost every major fresh water issue, including source water protection, aging infrastructure, watershed management, impacts of wastewater discharges and water withdrawals, permitting and regulatory assistance, water sustainability and stewardship, ecosystem studies, applied research and more.

Our staff offers a unique blend of diversity and depth. Company-wide, more than 80% of our staff possess advanced degrees in their fields of expertise. With our highly experienced, multidisciplinary staff, LimnoTech has successfully completed thousands of projects around the world. As an employee-owned company, we take pride in our achievements and are dedicated to maintaining our commitment and enthusiasm for helping to solve water problems with innovative technical approaches.

We have a client-based focus that has resulted in a project mix dominated (85%) by repeat work from satisfied clients. LimnoTech's reputation for excellence, innovation, and service is firmly rooted in our philosophy of quality through planning and prevention. Relying on sound science and technical capability, we help our clients make practical and cost-effective decisions to achieve regulatory compliance, resolve disputes, and protect and improve environmental quality.

American Structurepoint's award-winning team understands how to successfully move your project from concept to completion. With 500 experts working in-house across 11 disciplines, we provide a wealth of experience and resources dedicated to helping you make your vision a reality. We have an Ohio staff of more than 70 multidisciplinary professionals and design centers in Columbus, Cincinnati, and Cleveland. American Structurepoint is consistently listed as a national Top 500 Design Firm by *Engineering News-Record,* and we were ranked the No. 14 Central Ohio Engineering firm by *Columbus Business First* for 2018. We were also awarded *ENR Midwest's* 2018 Design Firm of the Year. For over 50 years, our mission has been to improve quality of life through our commitment to communities. We provide complete consulting and comprehensive design services and are well equipped and experienced to spot new opportunities, tackle challenges, and maximize resources.

American Structurepoint's utility infrastructure professionals will steer your project through the hurdles that can mean the difference between success and failure. Our professionals are called upon

to evaluate, design, and implement projects in a cost-effective and environmentally conscious manner. Our professional staff plan, model, and design projects throughout the built environment and help meet regulatory compliance. One of the significant challenges facing our clients is how to balance infrastructure expansion and maintenance needs with regulatory demands. American Structurepoint understands this process and is experienced at developing innovative, practical solutions that challenge conventional wisdom to meet your goals and satisfy the regulatory agencies.

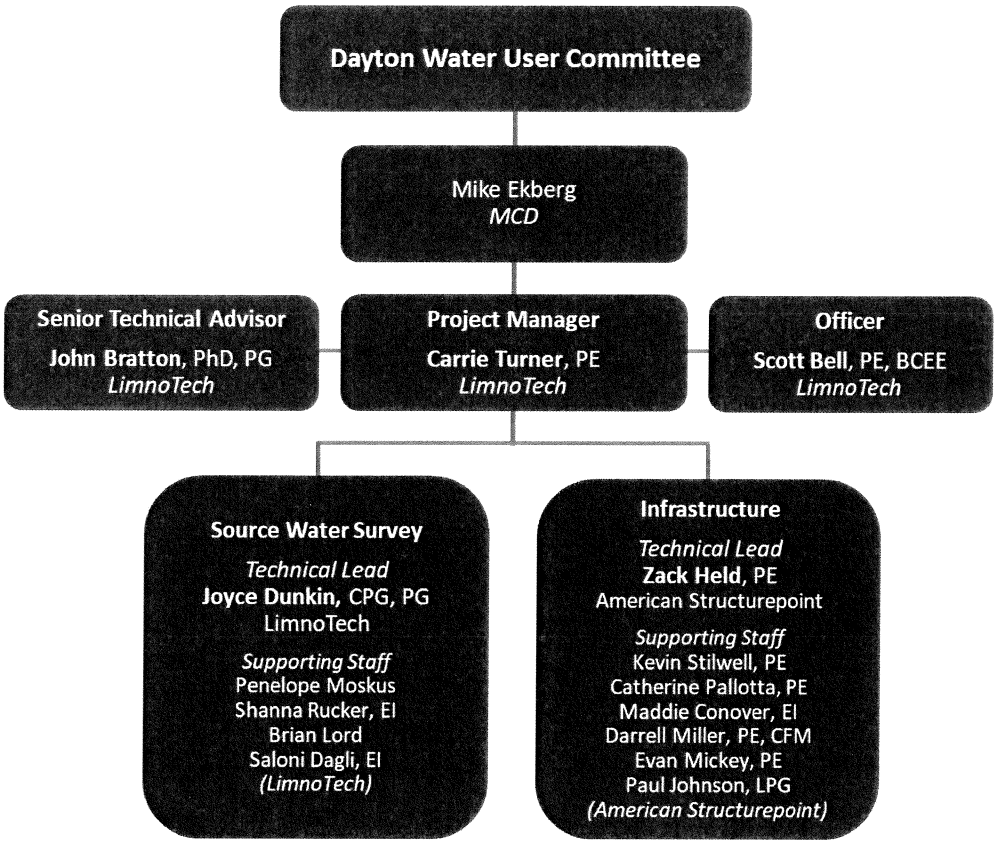
Project Staff

Together, the staff from the LimnoTech and American Structurepoint team have the breadth and depth of experience to successfully complete the WQIR project for the Dayton Water User Committee and MCD. The proposed LimnoTech project team has been assembled to match the specific needs of this project and is committed to providing the Committee with the highest quality services. The key staff proposed for this project have experience working on resiliency, stewardship and water quality challenges relevant to municipal source water supply and infrastructure, as well as experience with emerging drinking water issues, such as per- and polyfluoroalkyl substances (PFAS). Our team also brings a wealth of understanding regarding regulatory expectations from source water to finished water standards. We also offer over 50 years of engineering experience with planning, design, and construction administration of water supply systems, including preparing asset management plans.

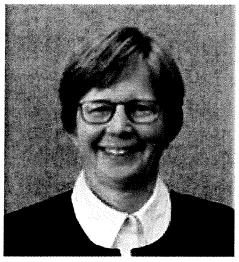
LimnoTech's proposed Project Manager and point of contact is Carrie Turner. Carrie brings a great combination of municipal water and wastewater, data synthesis, environmental modeling, and emerging contaminant experience to the project. Carrie has conducted public workshops presenting technical information to nontechnical audiences. She has worked with multiple stakeholders where the ability to navigate political sensitivities and find common ground can be the difference between project success and failure. She also has considerable experience working in southwest Ohio, most recently with MCD and Mike Ekberg on the development of a nutrient water quality model of the Great Miami River. Her contact information is:

Carrie Turner, PE
Senior Project Engineer/Project Manager
501 Avis Drive, Ann Arbor, MI 48108
Office: 734-332-1200 email: cturner@limno.com

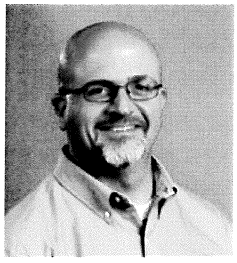
An organizational chart for key personnel is presented below. Brief biosketches for key personnel and support staff include a description of areas of special expertise, prior applicable experience, and their role on this project. A table summarizes the role, responsibilities and percent workload each person will fulfill for this project. Resumes for each person are included at the end of this proposal as an attachment.



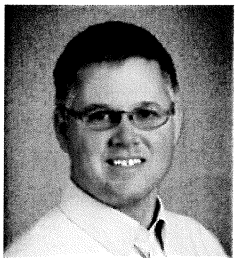
Key Project Personnel



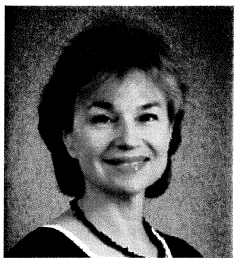
Carrie Turner, PE, (LimnoTech) is a Senior Project Engineer who will serve as Project Manager for this project. During her career with LimnoTech, she has managed dozens of projects for municipal and regional clients with a goal of effective stewardship of local water resources. She has extensive experience with many of the skills needed for this project, including data synthesis, corralling disparate information, conducting watershed-scale evaluations to evaluate pollutant sources and develop management strategies, and identifying cost-effective solutions. With a B.S. in Chemistry, Carrie is well suited to characterize emerging contaminants on water resources. She is quite familiar with the project area, having served as the data manager for the recently completed Lower Great Miami River nutrient water quality model project, as well as the senior adviser on a wastewater project for the City of Middletown. She has also conducted multiple projects with ORSANCO, Metropolitan Sewer District of Greater Cincinnati (MSDGC), and Sanitation District No. 1 (SD1) over the last 15+ years. Carrie also has a Master's degree in Environmental Engineering and is a licensed Professional Engineer in the State of Michigan.



Scott Bell, PE, (LimnoTech) is a Vice President with nearly 30 years of experience conducting a range of groundwater and surface water investigations. Scott is currently leading LimnoTech's PFAS service area and has conducted over a dozen PFAS-related investigations, with most of these involving contaminated groundwater. Scott is also familiar with the project area, having served as the project manager for the Lower Great Miami River nutrient water quality model project. He has also worked on projects for MSDGC and SD1 in the area. Scott will serve as LimnoTech's Project Officer and provide senior technical review on this project.

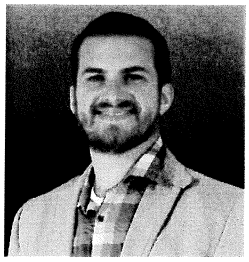


John Bratton, PhD, PG, (LimnoTech) is Senior Scientist with broad expertise in earth and environmental sciences. His specialties include groundwater-surface water interaction and contaminant transformations, coastal and glacial geology, freshwater and ocean sediment biogeochemistry, environmental history on decade to century scales, and environmental law and policy. John previously served as a federal research laboratory director, is an adjunct faculty member at Wayne State University, and has taught for over 10 years at the Au Sable Institute of Environmental Studies in northern Lower Michigan. John will serve as a contributing author and will support the source water supply technical work as a senior adviser.



Joyce Dunkin, PG, CFG, (LimnoTech) is a licensed Geologist and Senior Hydrogeologist with extensive experience in groundwater-related investigations, assessments of PFAS-impacted soil and groundwater, groundwater-surface water interaction (GSI) projects and environmental litigation projects. She has the technical skills required for this project, including analysis and interpretation of third-party and historical data and data synthesis, as well as groundwater supply studies, groundwater modeling, field supervision, and geologic and hydrogeologic data collection and interpretation. She has over 25 years of experience conducting evaluations of complex glacial aquifer and bedrock systems in the Great Lakes and Midwest, like the Great Miami Buried Valley Aquifer. This experience includes hydrogeological assessments to successfully model and locate an alternative drinking water supply for a small community in northwest Ohio that was threatened by groundwater impacts from nearby industrial activities. Joyce will serve as the technical lead for the source water supply-related tasks on this project.

Zack Held, PE, (American Structurepoint) has over 15 years of experience in the design and analysis of water distribution and treatment systems. He has been involved either as a project manager or project engineer on water system evaluations and capital improvement plan-type projects. As well as studies, Zack has successfully managed the design of improvements to several major water treatment plant upgrade projects as described in his resume. Zack is passionate about the preservation of our water resources. He realizes the vitality of a community is highly dependent upon its ability to retain a reliable and resilient water system that can deliver high-quality water to its users. Zack will serve as the technical lead for the infrastructure-related tasks on this project.



Kevin Stilwell, PE, LEED Associate, (American Structurepoint) is a Senior Engineer who is experienced in both water and wastewater technical applications. As project manager, his responsibilities include design, technical specification preparation, cost estimating, client communication, analysis of alternatives and bid/construction phase services. Kevin has specialized experience in water main design, system planning, and risk mitigation. Kevin strives to provide finished projects under budget and ahead of schedule. Kevin will support the infrastructure technical tasks on this project.

Catherine Pallotta, PE, (American Structurepoint) is a group leader of the Utility Infrastructure Group in the Indianapolis office of American Structurepoint. With over 20 years of experience in planning and design of water and wastewater systems, Catherine believes all successful projects begin with careful listening and no-surprises communications. Balancing engineering knowledge and practical thinking, Catherine distills large complex issues into manageable pieces to find cost-effective solutions for clients. Her professional experience includes water media process, design, and regulatory compliance. She will use these skills to support the infrastructure-related tasks on this project.

Additional Staff

Penelope Moskus (LimnoTech) is a Senior Project Scientist with over 20 years of experience providing technical expertise on a variety of water resource related projects, most recently supporting LimnoTech's water sustainability services to help clients assess and improve water management and develop strategies to minimize water quantity and quality impacts and risks. Penelope will leverage her accreditation as a consultant for the Alliance for Water Stewardship International Water Stewardship Standard to support the data synthesis and gap analysis tasks.

Shanna Rucker, EI, (LimnoTech) is a Project Engineer with extensive data management experience. She will support the data compilation and document management components of the project.

Saloni Dagli, EI, (LimnoTech) is a Project Engineer working in the areas of water stewardship, urban planning, environmental restoration, and stormwater management and permitting. She will support the source water supply technical tasks on this project.

Evan Mickey, PE, (American Structurepoint) is experienced in storm sewer, sanitary sewer, and potable water utility design along with site design for both public and private clients. Evan has worked on utility projects for numerous municipalities throughout the central and northeast Ohio regions including WWTP upgrades, large-scale waterline replacements, stormwater relief projects, I&I studies, and sewer separation projects. He will support the infrastructure technical tasks on this project.

Maddie Conover, EI, (American Structurepoint) is involved in planning and designing collection systems, pump station evaluations and design, and water and wastewater treatment plant evaluation and design. She will support the asset management-related portions of the infrastructure tasks on this project.

Darrell Miller, PE, CFM, (American Structurepoint) has over 16 years of experience in a wide range of projects for both state and local agencies. He has been involved in multiple aspects of site development, including utility coordination, stormwater management design, green infrastructure design, sanitary sewer design, multi-use trails, utility design, and constructability review. He has also helped several municipalities attain funding for public infrastructure projects. He will support the infrastructure tasks on this project.

Paul Johnson, LPG, (American Structurepoint) leads the Environmental Group and has over 28 years of experience in conducting soil and groundwater investigations, karst resource assessments, and wellhead protection plans, as well as water system conservation and supply-yield and demand evaluations. Paul also has significant environmental regulatory experience from previous positions with the Indiana Department of Environmental Management, USEPA, and Indianapolis Water Company. Paul will primarily support the regulatory-related tasks, and have a supporting role in the other tasks.

Project Roles, Responsibilities and Estimated Percent Work Load for Project

This section provides a table of the staff, roles and percent workloads anticipated for this project. A short description of the internal best practices to ensure proper staffing follows.

Name	Company[1]	Role/Responsibilities	Estimated Percent Work Load for Project[2]
Carrie Turner, PE	LTI	Project Manager	15-20%
Scott Bell, PE, BCEE	LTI	Project Officer	1-2%
John Bratton, PG	LTI	Senior Technical Adviser	2-3%
Joyce Dunkin, PG, CFG	LTI	Source Water Quality Technical Lead	12-15%
Penelope Moskus	LTI	Senior Scientist-Source Water	5-10%%
Shanna Rucker, EI	LTI	Project Engineer – Source Water	5-10%
Saloni Dagli, EI	LTI	Project Engineer – Source Water	5-10%
Zack Held, PE	ASP	Infrastructure Technical Lead	8-10%
Catherine Pallotta, PE	ASP	Senior Engineer-Infrastructure	2-3%
Kevin Stilwell, PE	ASP	Senior Engineer-Infrastructure	5-10%
Maddie Conover, EI	ASP	Staff Engineer-Infrastructure	15-20%
Darrell Miller, PE, CFM	ASP	Staff Engineer-Infrastructure	2-3%
Evan Mickey, PE	ASP	Staff Engineer-Infrastructure	10-15%
Paul Johnson, LPG	ASP	Environmental Specialist	2-3%

Notes:

[1] LTI = LimnoTech; ASP = American Structurepoint

[2] A range is provided to account for availability, potential changes to scope of work, unanticipated challenges, timing of competing demands, etc. Actual percent may vary but is expected to be within the indicated range.

LimnoTech uses a staff allocation process to meet the changing and dynamic needs of projects. We plan for staffing needs over the long-term, every six months, to ensure we are well situated to meeting potential shifts in project demands. We allocate staff hours to projects on monthly and

weekly intervals to maximize productivity and avoid competing demands on staff time. This is our process to ensure that the staff assigned to the project have adequate time to devote to the project, while fulfilling other project and corporate needs.

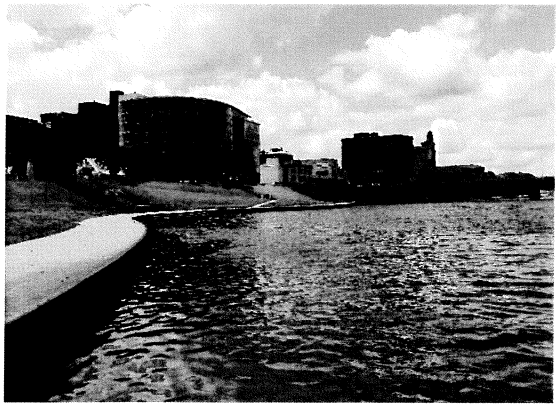
OTHER CLIENTS

Groundwater is one of our most valuable natural resources, and also one of the most threatened, with increasing signs of groundwater contamination and aquifer depletion around the United States and the world. For decades, LimnoTech has provided services in groundwater monitoring and remediation, assisting both users and caretakers of groundwater resources to help them make better management decisions, minimize risk, and protect this critical resource. Our nation's water infrastructure is routinely described both as providing the safest drinking water in the world, but also deficient, deteriorating and greatly underfunded. American Structurepoint has over 50 years of experience developing strategies to assess and manage system assets, providing comprehensive design services and satisfying regulatory requirements. Below our team presents projects demonstrating our experience and expertise.

Water Supply Investigations and Site Investigation, Risk Assessment and Remedial Action for Soil and Groundwater Impacts at a Manufacturing Site in Fayette, OH. LimnoTech implemented a multiple-phased environmental site investigation at an automotive components manufacturing facility to determine the source, extent, and magnitude of chlorinated solvent soil and groundwater contamination and to explore for and locate an alternative water supply for the village. Activities included regional geologic evaluations, aquifer pumping tests, vertical aquifer sampling, *in situ* hydraulic conductivity testing, extensive fate and transport analyses and groundwater modeling. Using Visual MODFLOW, LimnoTech personnel simulated the multiple aquifer system, influenced by pumping from a nearby municipal well field. Regional geologic and hydrogeologic evaluations were conducted to successfully explore for and locate an alternative and better protected municipal drinking water supply. The new supply well was installed and is providing water of better quality and quantity than the supply wells that it replaced.

Client: EnviroSolve Engineering LLC | Camille Ajaka – President | 419-842-0808 | cajaka@bex.net

Water Quality Modeling to Evaluate Nutrient Impacts and Remedies in the Lower Great Miami River (LGMR), Ohio. A partnership of Water Resource Recovery Facilities in the LGMR formed a consortium to fund the development of a scientifically sound water quality model that could be used to evaluate the load-response relationship of phosphorus in the river. The Miami Conservancy District (MCD) acted as the contractual agent for this consortium and hired LimnoTech to develop and apply a water quality model of the LGMR to address observed water quality conditions in the river, specifically, unusually large dissolved oxygen diurnal ranges and excessive algal growth. LimnoTech compiled and reviewed available data to ascertain the



adequacy of the data to support model development, identify the most useful data for model calibration, and make recommendations to address gaps in monitoring and process understanding. A water quality model was successfully developed and calibrated under expert peer review. The model was then applied to evaluate phosphorus load reduction and dam removal scenarios.

Client: Miami Conservancy District | Sarah Hippensteel-Hall – Manager Watershed Partnerships | 937-223-1278 | shippensteel@mcdwater.org

Valley Creek Stream Flow and Groundwater Monitoring for the City of Woodbury, MN. LimnoTech supported the City of Woodbury, MN, in groundwater elevation monitoring in the City's East Well Field monitoring well network. Data assessments addressed pumping from the East Well Field and potential impacts on low flows in nearby Valley Creek, a protected cold water trout stream. Activities included assisting the City with the design and implementation of a 4-month-long, staged groundwater pumping test program for a new production well and coordinated monitoring of Valley Creek surface water levels. The assessments were documented and used to inform a management plan for the East Well Field. Additional pumping test evaluations were conducted in 2015 for a new production well in the City's South Well Field.

LimnoTech uses in-situ pressure transducers to collect reliable, high-frequency groundwater-level data at 13 monitoring wells throughout the City.

Client: City of Woodbury | Jim Westerman – Utilities Division Manager | 651-714-3720 | Jim.Westerman@woodburymn.gov

Remedial Investigation, Feasibility Study, and Site Remediation for an Industrial Manufacturing Site in Delphos, OH. LimnoTech was retained by an industrial manufacturer to assist them concerning remediation options at its plant, the former Holland Axel Plant, in Delphos, Ohio, located within a Sole Source Aquifer area. Since 1995, extensive hydrogeological investigations of glacial and bedrock geology were conducted, which allowed for the redevelopment of the property with reduced liability for the new property owner. LimnoTech successfully designed and installed a free product collection system in 2004 as part of a series of remedial actions. In early 2011, environmental activities at the site were regulated under a Consent Decree to facilitate progress towards a No Further Action (NFA) solicitation to the State, pending a successful outcome to a source control/groundwater interim action (SCIA). Product collection is complete, and the limited plume of dilute VOC impacts in shallow bedrock groundwater is stable. Post-closure bedrock groundwater sampling data indicated that rebound was not occurring and the plume was stable, allowing LimnoTech to successfully petition Ohio EPA for approval to discontinue groundwater monitoring at the site and terminate the SCIA.

Client: Varnum LLP | Matt Zimmerman – Partner | 616 - 336-6536 | mdzimmerman@varnumlaw.com

Research on Water Resiliency in the Electric Power Industry. This study aims to provide the funding companies, Duke Energy and Ameren, with information that can be used to establish awareness of potential water resource pressures in the future and possible pathways for improved

resiliency for the electric power sector. Key elements of the research included analysis of water resource resiliency trends, forcing functions and causes of trends, implications for the electric power sector, and responses and opportunities for resiliency practices. The study documents the pathways that cause variations in water resources as observed through long-term trends and predicted in global climate studies. This study presents areas where specific investment can be made to increase the resiliency of power generation facilities in the Ameren and Duke Energy regions. The conclusions from this study can be used to inform internal planning and proactive program development necessary to anticipate and address changes in water resources.

Client: Electric Power Research Institute | Nalini Rao, Ph.D. – Senior Technical Leader | 650-855-2044 | nrao@epri.com

Watershed Services for Northern Kentucky in Support of Consent Decree Requirements. Sanitation District No. 1 (SD1) signed the nation's first wet weather Consent Decree based on the principles of adaptive watershed management. To help SD1 submit the first Watershed Plans, LimnoTech conducted interviews with local area experts and compiled historical data on in-stream water quality and pollutant sources into comprehensive databases and geographic information systems. To analyze this information and inform the public, we developed 16 Watershed Characterization Reports and a Summary Report. These reports were presented to SD1's Watershed Community Council and contain the most comprehensive information for the 580-square-mile Northern Kentucky region.

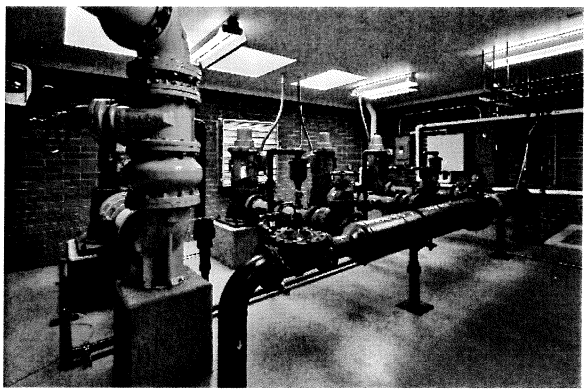
Client: SD1 | Jim Gibson – Water Resources Director | 859-578-6882 | jgibson@sd1.org

Anderson Water Strategic Plan, Anderson, Indiana. American Structurepoint developed a Water Utility Strategic Plan for the City of Anderson. The purpose of the comprehensive plan was to save the utility money over the long run while improving service and reliability to the community and to meet current and future water supply needs. The strategic plan focused on customer satisfaction, financial strategy, infrastructure improvements, and operational strategy. Specific goals included:

- Supply high-quality drinking water
- Expand the preventive maintenance and replacement program for critical water infrastructure
- Ensure that both short- and long-term projects do not negatively affect the water pressure of existing infrastructure and customers
- Develop a leak notification system for customers who want to know when their water use deviates from normal consumption patterns
- Develop performance measurement indicators to allow a more predictable revenue and manageable expenses

Client: City of Anderson | Neal McKee – Water Director | 765-648-6118 | nmckee@cityofanderson.com

Lake Station Water Filtration Plant, Lake Station, Indiana. The purpose of the project was to assess Lake Station's current potable water system and to identify the necessary infrastructure improvements that correlate to their needs for expanding and improving the existing water treatment and distribution system. American Structurepoint performed a needs assessment to determine the City's short-term and long-term improvement goals. Existing mapping and operational data were analyzed to gain an understanding of the water system. A water system model was developed to model current and future water demands and to identify key infrastructure projects. Following extensive study and research, a preliminary engineering report (PER) was prepared as part of an application for SRF funding of the selected infrastructure projects. The City was awarded $11.7 million to fund the projects identified in the PER.



American Structurepoint designed a 2.0 MGD drinking water treatment plant, five (5) groundwater supply wells, renovation of an existing booster pump station, and 16,000 linear feet of both raw and finished water main. Construction of all of the elements was completed in 2015.

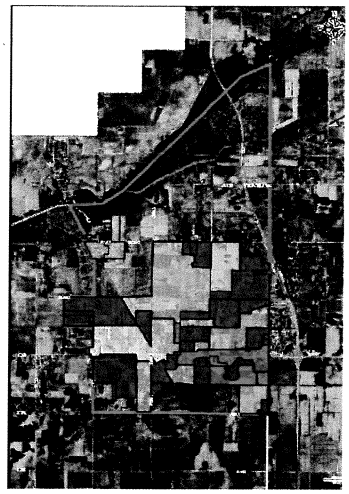
American Structurepoint conducted an analysis of additional groundwater supply availability within the City of Lake Station limits. This investigation included a desktop analysis of available groundwater data and test drilling within available sites in the City. Following the analysis, it was determined the most suitable aquifer formations existed in the vicinity of the existing Lake Station wells. Five new production wells were designed as part of the water project; these wells replaced the existing wells and increased available supply to over 1.5 MGD. The new production wells were designed to obtain supply from a relatively shallow lacustrine sand formation. Each well design included a well house structure based on the new water treatment plant design, new electrical feeds and a radio-based control system with flow and water level monitoring.

Client: City of Lake Station | Jim Meyer – Attorney | 219-938-0800 | jmeyer@meyerwyattpc.com

Water Master Plan, Greendale, Indiana. American Structurepoint developed this master plan, including development of a WaterGEMS hydraulic model and capital improvement plan. The model was developed and calibrated and then used to identify areas with insufficient pressure or flow for adequate fire protection and domestic service. Additionally, the model was utilized to establish a plan to provide more reliable service by identifying where loops should be created and where main extensions were required. Opinions of probable cost for the identified capital improvements were developed and the project prioritized. The scope of work for this project included preparing an inventory of the works, cataloging and prioritizing the facility needs, identifying early improvements that would provide a high cost-to-benefit ratio, mapping the future distribution grid, and preparing construction budget estimates for the improvements, reinforcements, and expansion. A key tool was preparation of a 3-D map and hydraulic model of the distribution system to permit analysis of its 500 links. The study provided an analysis of the well supply, treatment and storage, and distribution system to develop a 20-year service plan, identified demand plateaus that

would activate a need for investment, and integrated the program to permit incremental improvements based on developer interest and available funds.

Client: City of Greendale | Steven Lampert – City Manager | 812-537-2125 | citymanager@cityofgreendale.net



Roselawn Area Water and Wastewater Master Plan, Roselawn, Indiana. American Structurepoint completed a preliminary engineering report for the NCRWSD to develop a master plan for providing water and wastewater service to the unincorporated community of Roselawn and surrounding areas. The study area encompassed approximately 15 square miles in the northeastern portion of the county. The master plan involved developing a conceptual phasing plan for providing water and wastewater service to the region based on input from County officials and anticipating the impacts of the proposed SR 10 expansion. Preliminary infrastructure plans were developed at various stages of development for water supply, treatment, storage, and distribution facilities and wastewater collection and treatment facilities. Short-term infrastructure alternatives were identified and evaluated for quickly providing service to immediate users and to help stimulate economic development in the area.

Client: Newton County Regional Water and Sewer District | Maria D'Ambrose – Board of Commissioners | 219-285-5103 | mdambrose@newtoncounty.in.gov

Lawrence Water Master Plan, Lawrence, Indiana. The City of Lawrence Water Utility serves a population of almost 45,000 and recently took back the operation and ownership of the utility from a privatization venture. The City contracted with American Structurepoint to perform a thorough evaluation of their existing water system and develop a 20-year capital improvement plan. A WaterGEMS model of the distribution system was developed and utilized to identify bottlenecks and pressure problems. Well testing and maintenance data were reviewed to assess the condition of each production well and identify projected well replacements. Facility condition assessments were performed at the water system buildings, including well houses, booster stations, and water plants. As a means of evaluating actual production capacity of each plant, full-scale operational testing was performed utilizing iron breakthrough to determine the capacity of the filter system. A water audit was performed to quantify "lost" water and to develop procedures for the Utility to self-perform this task in the future. Based on the evaluation of individual system components, a prioritized list of system improvements was developed, and a multi-year capital improvement plan was prepared to facilitate system upgrades through the year 2020.

Client: City of Lawrence | Scott Salsbery – Utility Superintendent | 317-377-6000 | ssalsbery@cityoflawrence.com

IMPLEMENTATION

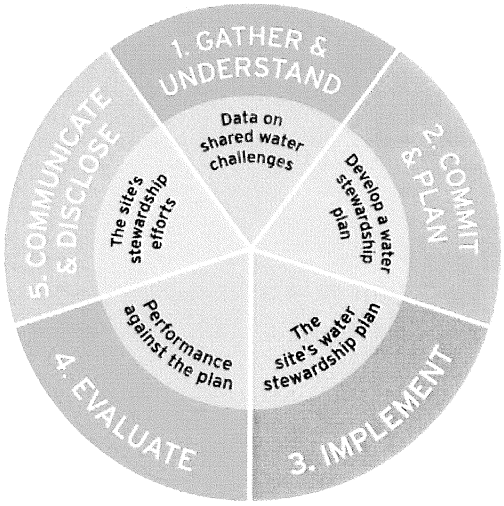
Overview

The Great Miami Buried Valley Aquifer (BVA) is a remarkable regional resource of water supply for municipalities like Dayton, local industries, agriculture and other entities. Although the groundwater-surface water connection between the BVA and the Great Miami River (and other streams) allows for rapid replenishment and natural pollutant removal through the percolation process, this connection can also be a source of concern, as some contaminants from the surface, such as chloride from road salt application, can make their way into the groundwater and pose new challenges for drinking water treatment and other uses. As a federally designated Sole Source Aquifer, it is imperative for the 400,000 people who rely on this resource for their drinking water to ensure it has long-term capacity, viability and resiliency. In addition, reliable and robust infrastructure is needed to safely and efficiently treat, distribute and use the water from the BVA.

Our approach to completing the project is oriented around the two goals articulated in the RFP:

1. **Assess the water quality of the BVA.** What are the current challenges and foreseeable challenges the region may face in terms of source water supply? Are the region's utilities adequately meeting today's challenges and anticipating future issues? What investments is the community potentially going to face to maintain a high-quality water supply over the planning horizon?
2. **Assess the infrastructure and treatment facilities.** Are the water utility operations of the region performing industry asset management best practices? Do they prepare and maintain multiyear asset investment plans? Do they implement those plans?

Our project team (referenced as "LimnoTech" for this section) offers a fresh perspective on these questions, free of influence from previous projects on the BVA and local drinking water infrastructure. Our team has developed an approach that will allow the Committee to better understand what is known about the water supply and infrastructure, identify where gaps in understanding remain, and provide the necessary information for the Committee to chart a path forward to ensure the sustainability and resiliency of the supply and distribution systems.



Our team's approach is informed by our work supporting several global companies in the development of water stewardship strategies and detailed roadmaps, and in the establishment of time-bound goals and associated targets and metrics. This work is always conducted in close collaboration with the clients, and often involves workshops with key internal and external parties to gain a complete understanding of all perspectives. The implementation of this WQIR project has many of these same elements and, in fact, the Alliance for Water Stewardship standard framework that we use with our corporate clients, shown in the figure above, works well as an organizing framework for this project.

Approach

As requested in the RFP, this section provides a detailed description of our approach for completing the project. We have tried to be as clear and concise as possible in the description of these tasks to facilitate review by the Committee and MCD. Before describing the proposed scope of work, there are a few points related to project management best practices we want to elaborate on:

- Project Management (PM): We have not identified project management as a stand-alone task, but it is embedded in each of the tasks discussed below. Our basic philosophy for PM is one of effective project delivery, meaning within the schedule and budget that are agreed to, and achieving the outcome that the client requires. We also want the project to be a rewarding experience for all involved, for our clients as well as for our staff and teaming partners. In the best case, we want our clients to enjoy working with us and to feel like the LimnoTech team is an extension of their staff.
- Communication: In our opinion, the success of this project rests on effective and open communication. There are many stakeholders to interview and potential sources of information to sort through to achieve the desired project goals. We expect to work closely with Mike Ekberg throughout the project, assuming he will serve as the client's primary point of contact. The primary point of contact for our team will be Carrie Turner.
  We have emphasized communication in our scope of work by including in-person (face-to-face) meetings, regular progress meetings, and explicit mention of the variety of communication tools, such as teleconferences, video chat, screen-sharing apps, that we can use to ensure efficient and effective communication throughout the project. Our goal is to foster a collaborative process between MCD, the Committee, and, if desired, other relevant stakeholders. The key LimnoTech and American Structurepoint team members are located within an easy driving radius of Dayton (Ann Arbor, Columbus, Indianapolis, Fort Wayne). This proximity also gives us the ability to respond in person on short notice.
- Information Transfer: We know, based on our previous work on similar projects, that reliable electronic transfer of information between our team and MCD/Committee is needed. This information will include, but not necessarily be limited to, reports, documents, data, meeting materials, and presentations. To facilitate the transfer of these and other materials, we will establish a secured internet file transfer site dedicated to the project, using Sharefile or a similar on-line service. Upload/download privileges will be limited to key members of the LimnoTech team, designated MCD staff and other parties designated by MCD. This service will include automatic notification to those with access when items are uploaded. In addition, LimnoTech will establish a data repository management system to track documents, their key information, and staff assigned primary responsibility for the review of the information.

Scope of Work

This section presents a scope of work and represents our proposed process and methods for completing the project as described in the RFP and articulated in your goals. We understand the RFP should be considered a general guide to the work the Committee expects, and that additional

services may be requested or desired. If additional services are requested, changes to the schedule and fee presented in this proposal may be required.

Task 1. Kickoff Meeting

At the beginning of the project, key team members from the project team will conduct a kickoff meeting with MCD and the Committee to finalize and clarify the key objectives of the project, review the LimnoTech team's approach, and launch the data compilation (Task 2). We want everyone to be on the same page regarding project objectives, outcomes, and our team's plan for completing the project. It will also be valuable to use this meeting to identify any obstacles or challenges to completing the project within the allotted schedule and budget so that a strategy to address them can be agreed upon.

This will be a face-to-face meeting to be held, preferably, within two weeks of receiving notice-to-proceed (NTP). We assume that Mike Ekberg will coordinate with Committee members, and if desired, other relevant stakeholders, regarding availability and scheduling of the meeting. LimnoTech will prepare materials for the meeting and provide a meeting summary afterwards.

Project milestone: Consensus on project objectives, methods, schedule and level of effort.
Work Product(s): PowerPoint file for meeting

Task 2. Data Compilation and Synthesis (RFP Tasks 1-3)

The objective of this task is to use the available documentation to gain an understanding of the condition of the BVA and the performance of the City of Dayton water utility (Utility). The BVA is a well-studied system with information dating back decades. The Utility has planning documents and performance studies that also date back many years. The outcome of this task will be a synthesis of the information reviewed, to be presented at a face-to-face progress meeting.

Under this task, the LimnoTech team will work with Mike Ekberg to obtain documents and data from the last decade (2010-2019) related to the condition and performance of the BVA and the Utility's water treatment and distribution system. This information may be provided in the form of reports or obtained by project team interviews with local experts.

Examples of types of reports to be potentially considered in this effort include, but are not limited to, groundwater quality and level survey studies and associated data, wellhead and source water protection plans, master plans, special studies, emergency preparedness, asset condition assessments, reports of water infrastructure problems (e.g., water main breaks, etc.), groundwater withdrawal permits, pollution discharge permits, and modeling studies of contaminant plumes. Because the BVA is replenished by the Great Miami River and local tributaries, we believe surface water quality conditions should be included in the scope of the review of the condition of the BVA. LimnoTech will be able to leverage previous project experience reviewing data and information on these waterways for this project without expending significant project resources.

The LimnoTech team will also conduct interviews with key technical experts to obtain information regarding the current state of water quality and infrastructure, their reliability and resiliency for the region, and suggestions for documents or supporting information to review. We will work closely with Mike Ekberg to identify experts to target for interviewing, and rely on him to assist with coordinating the interviews (e.g., providing contact information, scheduling, etc.). We expect

that one or more people from the City of Dayton, Montgomery County, Ohio Environmental Protection Agency (OEPA), U.S. EPA, the Miami Conservancy District, Miami Valley Regional Planning Commission, members of the Ground Water Consortium, and Wright-Patterson Air Force base will be considered for interviews. LimnoTech will develop a standard set of questions for each interview and customized questions in each interviewee's area of expertise.

To make the most efficient use of project resources, LimnoTech will prioritize the most relevant documents, based on guidance from MCD, focusing on more recent reports over older reports, and based on level of detail within the document. Each document will be entered into a document database and tagged with the topics it addresses. We have planned to conduct up to ten (10) one-hour interviews. When possible and convenient, our team will conduct these interviews face-to-face, but may need to utilize teleconference or video chat methods. Interview summary notes will also be logged into the document database.

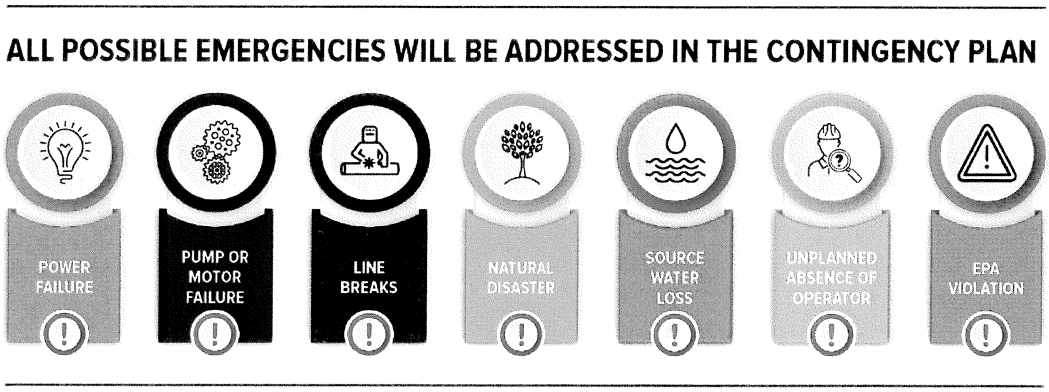
LimnoTech will synthesize the information obtained from the interviews and report reviews into a succinct, five-to-seven page summary of what we learned regarding the condition and potential threats to the BVA as a source water supply and the City of Dayton's water utility infrastructure performance and management. This summary will be provided to MCD as a Microsoft Word document and we will rely on MCD to distribute it to Committee members. LimnoTech will present the summary in person at a project meeting. LimnoTech will work with MCD to determine a time and location for the workshop and prepare materials.

Project milestone(s): Synthesis of existing information on water quality and infrastructure
Work Product(s): Technical memorandum summarizing synthesis; Document database; PowerPoint file for the task meeting.

Task 3. Review Current Practices (RFP Tasks 4-6)

The objective of this task is to assess the existing information regarding current practices by the Utility in comparison to industry best practices and with an eye towards overall system resiliency and reliability. LimnoTech will approach this task in three steps:

1. Compare Emergency Preparedness to Industry Standards. OEPA requires all water systems to implement and maintain a contingency plan to address how the utility will respond during an emergency. The City of Dayton's water system is interconnected with several



other water systems. LimnoTech will review the contingency plans of each individual system for compliance with EPA standards.

We will evaluate the emergency preparedness of each individual system while at the same time taking a comprehensive look at how each system impacts the other when faced with an emergency or disruption in service. Understanding the complex interaction of all the users in this system is critical to accurately assess the overall quality of the water supply within the region. This is especially true given that "water-rich" areas do not always neatly align with locations of greatest demand.

LimnoTech has the unique expertise to perform accurate water quality analysis of the Dayton region water resources due to our history of exploration, planning and developing water supply facilities throughout other areas. This evaluation will consist of reviewing existing record drawings, studies, and other relevant recorded information to determine any deficiencies that may exist in providing a reliable and resilient water supply system. The interviews conducted with key staff will also provide key insight to the known issues and concerns of the water system(s).

2. Asset Management Plan Compliance. In the effort to further pursue and achieve sustainable water infrastructure, EPA has required water systems to implement an Asset Management Plan (AMP). Asset Management is a process to make sure planned maintenance can be completed and capital assets can be repaired or improved at the right time, assuring that the budget is available when it is needed. The Dayton region utilities are responsible for making sure their systems stay in acceptable working order, regardless of age of its components or availability of funds. Asset management programs can be the most efficient method of meeting this challenge.

   The EPA has provided guidance as to what the minimum requirements are to be included in the AMP. We will review the AMP to verify that the water system has met these minimum requirements and has effectively demonstrated the managerial, operational, and financial capacity to reliably deliver safe drinking water to its customers during normal operations as well as during emergencies. Some of the key components we will review in the existing plans will be how they:

   - Prolong the asset life and improve decisions about rehabilitations, repair, and replacement;
   - Meet consumer demands with a focus on sustainability;
   - Establish user rates based on sound financial planning;
   - Meet service expectations and regulatory requirements;
   - Improve responses to emergencies;
   - Confirm security of the assets; and
   - Reduce the overall costs of the system.

3. Regulatory Compliance Review. A compliance program is a self-monitoring system of checks and balances to ensure that an organization consistently complies with applicable laws and regulatory oversight requirements relating to its business. A good compliance program will:

- Empower all responsible parties to prevent, detect, respond, and resolve violations of regulatory issues;
- Establish systems which allow responsible parties to raise concerns about compliance issues;
- Provide oversight for the resolution of identified problems or potential risk areas;
- Ensure compliance with all applicable local, state, and Federal, rules, regulations, and laws; and
- Ensure internal controls are established and effective.

Our approach for this project will be to review the water quality data reports, monthly operating reports, and any OEPA Violation Letters to identify regulatory compliance issues within the system. Although PFAS regulations have not yet been established by EPA, it is recommended that the Dayton water systems utility partners stay out in front of this and develop strategies to mitigate the risk of contamination.

Project milestone(s): Assessment of system preparedness in terms of emergency preparedness, asset management, and regulatory compliance.

Task 4. Gap Analysis (RFP Tasks 7-8)

Upon completion of Tasks 2 and 3, the LimnoTech team, MCD and the Committee will have a solid understanding of the current state of knowledge regarding the BVA and City of Dayton water utility, including condition, performance, and management, including emergency preparedness, system (source water and distribution) resiliency and sustainability for the future. Armed with this information, the objective of this task is to identify gaps in our understanding related to these topics and develop recommendations for the Committee to address the gaps.

Recommendations to maintain the BVA water quality, emerging or potential risks to long-term system reliability and resiliency will also be included to the extent warranted by the available information and review. With respect to the utility infrastructure, recommendations will be considered regarding the adequacy of the Asset Management program as compared to industry best practices and the Utility's existing Master Plan. In addition, the resiliency of the Utility's emergency preparedness for potential catastrophes like power failure, line breaks, natural disasters, etc., will be considered within the context of our assessment of redundant systems and existing planning information. Note that our team will make every effort to be as specific as possible in our recommendations, but the Committee should understand that this scope is not intended to provide an alternative Master Plan or supplant previous planning and study by others. <u>Our gap analysis and recommendations are intended to complement, support and augment existing efforts to protect the sustainability and resiliency of the region's drinking water, from supply through treatment and distribution, where such actions are warranted.</u>

LimnoTech will convene a workshop with MCD and the Committee to present and discuss our findings from this task. The outcome of this workshop will be incorporated into the final report (Task 5). LimnoTech will work with MCD to determine a time and location for the workshop and prepare materials.

Project milestone(s): Identified gaps in source water quality and infrastructure and suggested recommendations.
Work Product(s): PowerPoint summary for the task workshop.

Task 5. Final Report (RFP Final Task [not numbered])

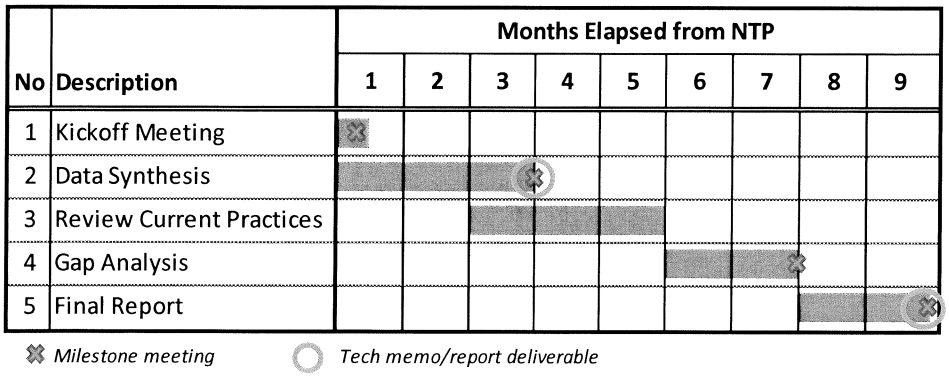
LimnoTech will prepare a 25- to 30-page final report describing the project results. The report will include descriptions of the data and information used, the review and synthesis process, the methods for identifying potential gaps, and a summary of the recommendations. The report will provide additional detail regarding the consistency and continuity of City of Dayton water utility's system management performance relative to planning documents and studies conducted within the last 10 years. A more broad assessment of the adequacy of the overall managerial, operation and maintenance practices relative to the source water supply's water quality and the Utility's infrastructure will also be included in the report.

LimnoTech will provide a draft report in Microsoft Word to MCD for distribution to the Committee. LimnoTech will conduct a meeting with MCD and the Committee to provide a walk-through of the draft report and its contents. Feedback from the meeting will be incorporated into the final report. LimnoTech will work with MCD to determine a time and location for the meeting and prepare materials. LimnoTech assumes that MCD will be the main point of contact for written comments on the draft report, and will work with the Committee members directly to resolve contradictory comments before providing a consolidated set of comments to LimnoTech. LimnoTech will deliver a final version of the report in both Microsoft Word and Adobe portable document format (.pdf) to MCD within one week of receiving the set of comments from MCD.

Project milestone(s): Project completion
Work Product(s): Draft and final report.

Schedule

The LimnoTech team has planned for a nine-month project schedule after receiving Notice to Proceed (NTP), as shown in the Gantt chart below. Caveats and assumptions follow.



Task 1 – Kickoff meeting: Within 2 weeks of NTP (2 weeks).

Task 2 – Data Compilation and Synthesis: NTP through Month 3 (12 weeks). This schedule assumes data and documents will be provided within the first six (6) weeks of this timeline.

Task 3: Review Current Practices: Month 2 and Month 4 (12 weeks). This timeline is dependent on but can partially overlap Task 2—the materials from Task 2 will be used in this task.

Task 4: Gap Analysis: Month 5 through Month 7 (12 weeks from completion of Task 2 and Task 3).

Task 5: Final Report: Month 8 through Month 9 (8 weeks from completion of Task 4). The draft report will be delivered to MCD four (4) weeks after commencement of this task. The schedule assumes Committee review and comment will be completed in three (3) weeks after receiving the draft report. LimnoTech will produce the final report one (1) week after receiving consolidated comments on the draft report from MCD, pending any major reworking of the report in response to Committee and/or MCD comments.

Caveats and Assumptions

To complete this project within the indicated schedule and fee, our team identified several assumptions and caveats for success:

- MCD will coordinate with Committee members and other stakeholders, as needed, to schedule meetings and the meeting location.
- Water quality data will be provided in electronic format in spreadsheets or database format.
- MCD will be the primary point of contact for communications with Wright-Patterson Air Force Base and OEPA.
- LimnoTech is not obliged to review documents and data provided after six weeks of NTP due to schedule and budget constraints. If additional documents and data are provided for review, additional authorization and schedule adjustments may be needed.
- MCD will scan any hardcopy documents identified (unless restricted by the document provider) and provide scanned documents to LimnoTech.
- Deviations from the schedule assumptions listed above may require additional project time and effort to complete.
- No new monitoring will be conducted under this scope.

FEES

Based on our understanding of the services requested in the RFP and our scope of work described above, our total project cost, including labor and expected indirect costs, is $89,600. We are happy to provide more details or answer any questions regarding our estimated costs. Fees will be invoiced monthly on a time-and-materials basis. If the scope of work described in this proposal requires modifications, corresponding adjustments to the project cost may also be required.

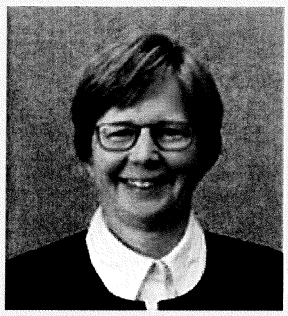
Resumes

LimnoTech

Water Environment | Scientists Engineers

Carrie L. Turner, P.E.

Senior Project Engineer



Areas of Specialization:
Wet Weather-Related Problems
Environmental Chemistry
Water Quality Modeling/Monitoring
Geographic Information Systems (GIS)
TMDL Development
Stormwater and CSO Modeling

Education:
MS, Environmental Engineering, Wayne State Univ., 1998
BS, Chemistry, Miami University, 1986

Professional Certifications:
Professional Engineer, Michigan, 2002 (#6201049256)

Career Highlights:

- Developed strategies, applied water quality models, and provided technical support for wet weather planning and CSO evaluations of existing conditions and remedial scenarios for 20 wastewater utilities.
- Overseen and designed Sampling Programs, Data and Modeling Management Frameworks that ensure clients have not only the high quality data needed to address their water quality issues but also easy access to them and to the customized modeling tools used to inform their decisions
- Developed and reviewed TMDLs for nutrients, metals, toxics, sediment, and pathogens.

Carrie Turner is a senior project engineer specializing in developing affordable and sustainable solutions for water quality-related issues. She has over 20 years of experience evaluating impacts of pollutant sources on watersheds and in waterways using innovative data and modeling analyses that build on her 12+ years of work in environmental chemistry prior to joining LimnoTech.

Ms. Turner's services include strategic planning, technical support and guidance, project management, and presentation of findings. For example, she has:

- Assisted a utility in implementing the country's first wet weather Consent Decree based on the principles of watershed management;
- Contributed technical analyses and documentation to support 20 communities and utilities with the development of combined sewer overflow Long Term Control Plans and Integrated Plans; and,
- Conducted assessments of pollution impacts at regional, watershed and local waterway scales.

Ms. Turner's technical expertise includes developing and applying models to support combined sewer overflow evaluations, total maximum daily loads (TMDL) assessments, contaminated sediments, waste load allocations, and watershed characterizations. She also has extensive experience with data management and analyses, using her chemistry background to design and implement post-construction monitoring and other sampling programs, conduct laboratory audits, validate data, write Quality Assurance Project Plans, and develop customized databases and data management frameworks that integrate spatial, physical and chemical data by linking them with GIS systems for analysis and visualization.

Key Project Experience

Lower Great Miami River Nutrient Management Project. Ms. Turner assisted in the development of a state-of-the-art water quality model that allows the Miami Conservancy District and its wastewater treatment plant partners to evaluate the improvement in in-stream dissolved oxygen concentrations from various levels of phosphorus reduction in point and nonpoint sources.

Muddy Creek Integrated Watershed Action Plan. Ms. Turner is managing a water quality monitoring and modeling study in the Muddy Creek and Rapid Run watersheds for the Metropolitan Sewer District of Greater Cincinnati (MSDGC) to determine the optimal cost-effective set of infrastructure and watershed controls.

Per- and Polyflourinated Alkyl Substance (PFAS) Data Validation. Ms. Turner is providing an independent validation of PFAS data from several site investigations and expert review of analytical chemistry methods.

Watershed Characterization and Planning Services for Northern Kentucky in Support of Consent Decree Requirements. Ms. Turner is managing the technical work associated with adaptive watershed planning activities for SD1 to support Consent Decree requirements for combined sewer overflows (CSOs) and sanitary sewer overflows (SSOs). She has also managed the development, calibration and application of detailed watershed and water quality models to evaluate the benefits of traditional and innovative control solutions to support the watershed plans.

Water Quality Sensor Network Support for the Metropolitan Sewer District of Greater Cincinnati. Assisted MSDGC with set-up, calibration, deployment, maintenance, and removal of a network of water quality and hydraulic sensors linked to a web-based data host to provide real-time water quality data.

Water quality sensors measuring total suspended solids, chlorophyll, dissolved oxygen, pH, conductivity, turbidity, temperature, salinity, and oxidation-reduction potential were installed at three combined sewer overflow outfalls, a treated effluent discharge from one high-rate, wet weather treatment facility, and five in-stream locations in the Muddy Creek and Rapid Run watersheds. Hydraulic sensors measuring depth and velocity, and computing flow, were installed at nine in-stream locations and one stormwater outfall location. Both water quality and hydraulic sensors were deployed over the same seven month monitoring period.

Centennial Water Quality Study. Ms. Turner is leading the review and comparison of 1913 fecal bacteria data and current enumeration and microbial source tracking data in the Great Lakes basin for the purposes of identifying changes in the watershed, past and current risks, and contemporary methods, and developing recommendations for a new water quality study.

Water Quality Severity Analysis of Combined Sewer Overflows for Metropolitan Sewer District of Greater Cincinnati. Ms. Turner conducted a review of combined sewer overflow (CSO) water quality data to develop a simple method of linking pollutant concentrations to model-estimated sanitary sewage fraction of flow. Managed the application of SWMM models of all of MSDGC's CSO basins to explicitly represent sanitary sewage as a water quality constituent to determine whether this method can reasonably estimate CSO water quality conditions over time and space without additional monitoring data.

SSO-700 Integrated Watershed Action Plan. Ms. Turner is applying the principles of integrated watershed management to the service area of SSO-700, the largest sanitary sewer overflow in the Metropolitan Sewer District of Greater Cincinnati (MSDGC) collection system, to determine whether a more cost-effective and sustainable solution can be identified that both reduces overflows and provides more water quality benefits than the initially identified control solution.

Clean Water Act Compliance Services Support for the City of Richmond, Virginia. Providing senior-level support to the City of Richmond effort to holistically manage its water resources through integrated planning on a watershed basis through a watershed-based permit.

Watershed Modeling in the Lower Grand River to Support Stormwater Planning. Ms. Turner managed the development, calibration and validation of a HSPF watershed and water quality model of the lower Grand River for fecal bacteria and total suspended solids for the City of Grand Rapids. Ms. Turner is providing senior technical support in application of the model for stormwater control planning for 23 MS4 permittees for the Grand River Metropolitan Council.

Saw Mill Run Integrated Watershed Management Plan, Pittsburgh, Pennsylvania. Ms. Turner is the senior manager overseeing the preparation an integrated watershed plan in a fully developed urban watershed with multiple impairments, including nutrients, CSO/SSOs discharges, and acid mine drainage (AMD) from historical coal mining, and highly variable flows that contribute to flooding and bank erosion. This project considers green infrastructure alternatives to the traditional, end-of-pipe solution to address the CSOs and SSOs in the watershed, as well as stormwater controls.

Application of Site Screening Tools to Evaluate Ecological Effects from Trace Organics in the Aquatic Environment. Ms. Turner was the Project Manager for a research study funded by the Water Environment & Reuse Foundation (WE&RF) to demonstrate and refine the application of site screening tools previously developed by WE&RF to assist water quality managers in evaluating the potential for adverse ecological effects associated with exposure to trace organic compounds (TOrC) that may be present in treated wastewater and receiving waters.

Washtenaw County Michigan Bacterial Source Tracking . Ms. Turner assisted in developing a grant application, which was awarded to the Washtenaw County Drain Commissioner, for a monitoring program to identify sources (human, raccoon, geese, dogs, cats) contributing to high *E. coli* counts in storm sewers where there are no illicit discharges. Ms. Turner conducted the sampling and reviewed the data. Ms. Turner assisted the Drain Commissioner in developing strategies to reduce bacteria loadings from the primary sources identified through (cats and raccoons). These strategies will be incorporated in the TMDL implementation plan for Geddes Pond.

Development of a Great Lakes Basin Screening Level Model for Emerging Chemicals. To support an evaluation of emerging chemicals, including polybrominated diphenyl ethers (PBDEs), Ms. Turner assisted in the development of a chemical fate and transport model for the Great Lakes basin that simulates air, water, and fish concentrations. The model is linked to a screening-level risk assessment model to predict impacts on components of the upper food web.

Development of Data Visualization Tools to Support Litigation. To support two separate litigation cases for confidential clients, Ms. Turner developed a visualization tool using VB.Net and MS Access that links sampling data, spatial data and other information that enables non-technical users to visualize sampling data results using a map-based view or to review results graphically for a variety of simple statistical, spatial and temporal profiles.

Development of an Integrated Overflow Control Plan (IOCP) for the Evansville Water and Sewer Utility (EWSU). Ms. Turner assessed metals and cyanide impacts in the Ohio River and Pigeon Creek from the City's combined sewer overflows (CSOs), designed and conducted a Sampling Program, managed the development of a river model of Pigeon Creek and the Ohio River to evaluate water quality impacts from the City's CSOs under current and future controlled conditions, and described the water quality benefits of the City's IOCP in draft and final plans (2016).

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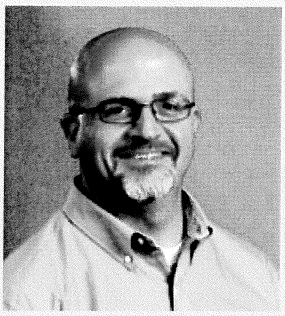
Scott B. Bell, P.E., BCEE

Vice President/Senior Environmental Engineer



Areas of Specialization:
Site Investigation
Environmental Remediation
Eng. Feasibility Studies
Environmental Eng. Design
Contaminated Sediment Management
Water Resources Engineering
Hydrology and Hydraulics

Education:
MS, Civil Engineering, University of Maine, 1992
BS Env. Studies, State Univ. of New York, Magna Cum Laude, College of Env. Science and Forestry, 1988

Professional Certifications:
Professional Engineer: Michigan

Board Certified Environmental Engineer (Diplomate), American Academy of Environmental Engineers

Career Highlights:

- Remedial investigation and design experience at more than 75 contaminated sites.
- Completed more than two dozen engineering feasibility studies at sites of contamination, including contaminated sediment sites.
- Designed and implemented remediation for soil, groundwater and sediments including groundwater extraction, air sparging, soil vapor extraction, bioventing, enhanced bioremediation, removal, capping and natural attenuation.

Mr. Bell is a vice president and senior engineer with more than 27 years' environmental engineering experience. His primary area of expertise is environmental remediation, including site investigation, feasibility analysis, remedial technology selection, system design, and site management. He also provides expertise in the analysis of contaminant fate and transport.

Mr. Bell's experience includes a variety of projects related to the investigation, assessment and remediation of contaminated sediments in rivers and large lakes. He is board-certified in hazardous waste engineering by the American Academy of Environmental Engineers and has served as an Adjunct Lecturer to the University of Michigan Department of Civil and Environmental Engineering, providing instruction in environmental engineering design.

Key Project Experience

Lower Great Miami River Water Quality Model, Dayton, OH. Project manager for development of a water quality model of the Lower Great Miami River, for the evaluation of nutrient control alternatives, on behalf of the Miami Conservancy District partnered with public Water Resource Recovery Facility (WRRF) partners.

PFAS Investigation, Gerald Ford International Airport, Grand Rapids, Michigan. Senior environmental engineer for investigation of soil, groundwater and surface water impacts from past use of aqueous film-forming foam (AFFF) at a civilian airport in Michigan. Investigation is focusing on impacts of per- and polyfluoroalkyl substances (PFAS).

Industrial Site Remediation, Kentwood, Michigan. Project manager and engineer for site investigation and remediation design to address separate plumes of hexavalent chromium, chlorinated solvents, and PFAS in groundwater. Designed groundwater containment, extraction and treatment systems to contain plumes.

Remedial Investigation, Feasibility Study and Remedial Design for Soil and Groundwater Impacts, Fayette, Ohio. Project manager and senior engineer for remedial investigation, feasibility study and design of interim remedial actions for soil and groundwater impacted with chlorinated solvents, including soil removal, groundwater collection and treatment, and relocation of municipal water supply wells.

Lake Lanier Water Quality Modeling Study, Lake Lanier, Georgia. Provided technical planning and oversight, as well as task management, for mixing zone analyses for a Corps of Engineers Reservoir in Georgia. Project conducted as part of a watershed and reservoir water quality assessment for regional water supply and wastewater treatment planning in northern Georgia.

Groundwater Quality Review, Portland, Oregon. Conducted a review of historical groundwater quality data in Portland Oregon to identify data suitable for establishing historical baseline conditions and for identifying groundwater quality trends.

Expert Consultation for the Sturgis, Michigan Municipal Well Field Superfund Site. Performed engineering evaluation of expended past costs and proposed future remedial costs for a Superfund site in south central Michigan, in support of litigation. Fundamental question(s): Were the proposed costs for remediation and water supply replacement reasonable? Provided technical review of proposed remedial & water supply designs and reviewed cost estimates.

Stream Study, Kalamazoo, Michigan. Provided technical planning, direction and oversight, and project management for a dry-weather monitoring study of Davis Creek in Kalamazoo, Michigan. Flow and water quality data were collected and analyzed under dry-weather (low-flow) conditions to evaluate potential impacts to the Creek by groundwater seepage from a municipal landfill.

Regional-Scale SCM Siting Study, Sanitation District No. 1 of Northern Kentucky. Senior engineer and task manager for siting study to identify opportunities for "green" regional-scale SCMs to improve water quality and mitigate hydromodification, in support of CSO long-term control plan.

Water Quality Study of Findley Lake, Ohio. Project manager for water quality study of a lake in central Ohio. Used existing data to simulate phosphorus cycling in lake, to evaluate potential alternatives for remediation of summer eutrophication.

Constructed Wetland for Stream Water Quality Improvement, Covington, Kentucky. Senior consulting engineer for design and construction of a constructed wetland for treatment of stream flow. Work includes hydraulic & hydrologic analysis, wetland design, permitting, and operation & monitoring planning.

Investigation and Management of PFAS-Impacted Soil, Bishop International Airport, Flint, Michigan. Senior environmental engineer for investigation of soil PFAS impacts discovered during construction activities at a civilian airport in Michigan. Work includes investigation of extent and distribution, per Michigan Part 201 rules, as well as planning design of interim and long-term soil storage.

PFOS Site Investigation, Lapeer Plating & Plastics, Michigan. Senior environmental engineer for site investigation of impacts from past use of chemicals containing perfluorooctane sulfonate (PFOS) at a plating company in Lapeer, Michigan.

Contaminated Sediment Investigation, Ottawa River, Toledo, Ohio. Project manager and senior engineer for investigation of contaminated sediments in the Stickney Avenue Depositional Michigan. Provided planning and oversight of bench-scale treatability tests for dredged sediments to provide data for design of sediment dewatering and stabilization systems.

Maumee Bay State Park Treatment Wetland, Oregon, Ohio. Technical lead for conceptual design of constructed wetlands to reduce bacterial loading to Maumee Bay from non-point sources. Providing hydrologic and hydraulic modeling, as well as consultation on treatment design.

Evaluation of Wetlands for Removal of Phosphorus from Agricultural Runoff in Great Lakes Watersheds, USACE, Buffalo, NY. Project manager and senior engineer for comprehensive evaluation to determine feasibility of using wetlands to remove phosphorus from agricultural runoff, as a tool to reduce Great Lakes hypoxia and harmful algal blooms.

Value Engineering Study, Bubbly Creek Ecosystem Restoration, Chicago, IL. 2014. Project manager and subject matter expert for value engineering study of the proposed Bubbly Creek ecosystem restoration project, on behalf of the U.S. Corps of Engineers, Chicago District.

River Bank Inventory and Conceptual Designs, Rouge Main 1-2 Subwatershed, Oakland County, Michigan. Project manager and senior engineer for inventory studies in the Rouge Main 1-2 subwatershed, evaluating stream bank erosion and detention pond conditions. Project involved inventory of more than 90 miles of stream and more than 350 detention ponds, preparation of a project database linked to a GIS interface, scoring and ranking of sites, and preparation of conceptual mitigation designs for problem areas.

Hydraulic Analysis & Bed Erosion Assessment, Huron River, Michigan. Project manager and senior engineer for engineering assessment related to removal of a concrete roadbed spanning the Huron River in Ann Arbor, Michigan. Project included channel survey, riverbed characterization, hydraulic analysis, and assessment of post-removal bed erosion potential.

Constructed Wetlands for Water Quality Improvement, Columbus, Indiana. Technical consultant and reviewer for preliminary design of constructed wetlands to treat diverted river water for a planned competitive water skiing facility.

Aquatic Vegetation Survey and Management Plan Development, Huron River, Michigan. Project manager for inventory and assessment of aquatic vegetation in three impoundments of the Huron River in Ann Arbor, Michigan. Worked with staff biologist to develop and evaluate management alternatives for macrophyte control.

Chicago Area Waterways Habitat Evaluation and Improvement Study, Chicago, Illinois. Project manager for ecological study of the Chicago Area Waterways, nearly 90 miles of heavily modified urban waterways, to evaluate present ecological condition and determine the potential for improvement of physical habitat to support fish.

Stormwater Treatment Consultation, Confidential Industrial Client, Parsons, West Virginia. Project manager and senior consultant for an industrial facility in Parsons, West Virginia. Project involved assessment of treatment pond performance and odor mitigation, recommendations for design improvements for water quality improvement, bench testing of methods to treat pH runoff from wood chip piles and conceptual design of a stormwater wetland.

Constructed Wetland Design for Landfill Leachate Treatment, Rockwood, Michigan. Senior Engineer for design of a constructed wetland system to treat landfill leachate, utilizing physico-chemical removal and constructed treatment wetland technologies. Performed senior design review and checks on design calculations and drawings.

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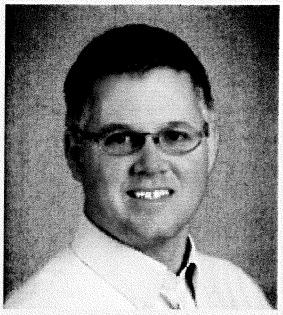
John F. Bratton, PhD, PG

Senior Scientist



Areas of Specialization:
Sediment Biogeochemistry
Coastal and Glacial Geology
Shallow Groundwater Flow
Environmental History
Environmental Law

Prof. Geologist Licenses:
Alabama, Utah, Florida

Education:
Ph.D., Geology, University of California at Berkeley
Sc.B., Geology-Chemistry, Brown University

Career Highlights:

- Author of dozens of research publications in multiple disciplines in earth and environmental sciences.
- University teaching experience in environmental geology, glacial geology, field geology, land resources, marine geology, biogeochemistry, and physical and biological oceanography.
- Experience conducting and managing all phases of contaminated site remediation and restoration projects including site investigation and RCRA closure activities; sampling plan design and development; environmental sampling, monitoring, and testing in all media for complex suites of compounds; oversight of land-based and over-water drilling including soil boring, rock coring, and monitoring or recovery well installation; and litigation support.

John F. Bratton, Ph.D., is a Senior Scientist at LimnoTech with broad expertise in earth and environmental sciences, including successful leadership of projects involving remedial investigation/remedial design for contaminated sites, large ecosystem restoration with a nutrient reduction focus, and litigation support. He has worked as a consultant, researcher, educator, and science manager for over 30 years, especially in the Northeast, Great Lakes and Pacific regions, and has contributed to over 100 scientific publications and research presentations. His specialties include groundwater-surface water interaction and contaminant transformations, coastal and glacial geology, freshwater and ocean sediment biogeochemistry, environmental history on decade to century scales, and environmental law and policy.

John previously served as Deputy Director and Acting Director of NOAA's Great Lakes Environmental Research Laboratory, and as a research group leader with the Coastal and Marine Geology Program of the U.S. Geological Survey in Woods Hole, Massachusetts. He received a doctorate from the University of California at Berkeley, and has taught undergraduate and graduate-level courses at institutions including Boston University, Au Sable Institute of Environmental Studies, and Wayne State University.

Select Professional Publications

Klump, J. Val, John Bratton, et al., 2018. Green Bay, Lake Michigan: A proving ground for Great Lakes restoration. *Jour. of Great Lakes Research*, 44:825-828.

Bratton, John F., J. Wolfe, J. Daley, et al., 2017. Conceptual design of adaptive and integrated approaches to monitoring of post-remediation recovery: Examples from Great Lakes Areas of Concern, Society of Environmental Toxicology and Chemistry (SETAC) North American 38th Annual Meeting, Minneapolis, MN.

Szymczycha, B., Kroeger, K.D., Crusius, J., and Bratton, J.F., 2017. Depth of the vadose zone controls aquifer biogeochemical conditions and extent of anthropogenic nitrogen removal, *Water Research*, 123:794-801.

Brooks, W., K. Kroeger, J. Bratton, J., et al., 2017. Coastal groundwater chemical data from north and south shores of Long Island, NY collected in spring and fall of 2008: U.S. Geological Survey data release. Online at 10.5066/F78S4NT5

Josué Medellín-Azuara, … John F. Bratton, et al., 2017. Integrated Modeling of Estuarine Systems: Lessons for the Sacramento-San Joaquin Delta, Univ. of California–Davis Policy Brief, 17 p.

Verhamme, E.M. T.M. Redder, D. Schlea, J. Grush, J.F. Bratton, J.V. DePinto, 2016. Development of the Western Lake Erie Ecosystem Model (WLEEM): Application to connect phosphorus loads to cyanobacteria biomass, *Jour. of Great Lakes Research*, 42(6):1193–1205.

Baskaran, M., and J.F. Bratton, 2013. Investigating human-induced changes of elemental cycles in the Great Lakes, *Eos*, 94(28):248.

Bratton, John F., 2010. The three scales of submarine groundwater flow and discharge across passive continental margins, *Jour. of Geology*, 118:565-575.

Bratton, J.F., Böhlke, J.K., Krantz, D.E., and Tobias, C.R., 2009, Flow and geochemistry of groundwater beneath a back-barrier lagoon: The subterranean estuary at Chincoteague Bay, Maryland, USA, *Marine Chemistry*, 113:78-92.

Spruill, Timothy B., and John F. Bratton, 2008, Estimation of groundwater and nutrient fluxes to the Neuse River Estuary, North Carolina, *Estuaries and Coasts*, 31:501-520.

Bratton, J.F., 2007. The importance of shallow confining units to submarine groundwater flow, *Int'l Assoc. of Hydrol. Sciences Publication 312*, p. 28-36.

Key Project Experience

Characterizing and Restoring Contaminated Sites. Dr. Bratton has been involved in all phases of sediment and land-based site investigations and remediation work for clients from New Jersey to Maine, as well as in California, Oregon, and Washington. He has worked with contaminants including heavy metals, PCBs, solvents, mercury, radioisotopes, nitrate, and petroleum products at shoreline sites, harbors, landfills, waste lagoons, airports, chemical plants, tanker truck depots, wastewater treatment plants, bulk fuel storage sites, and manufacturing facilities. Dr. Bratton has also supported toxic tort litigation efforts and CERCLA negotiations including document discovery and review, depositions, site visits, and multi-party allocation of remediation costs. Recent projects have included the Lower Duwamish Waterway Superfund Site in Seattle, Portland Harbor Superfund Site, and the Berrys Creek Sediment Superfund Site in New Jersey, as well as several Great Lakes Areas of Concern.

Understanding Coastal Aquifer Systems. Dr. Bratton led a national effort to study groundwater-surface water interactions in coastal settings including sandy shorelines, marshes, limestone karst environments, and rocky coasts. The project showed that onshore water table fluctuations interacted with daily and monthly tidal cycles to move groundwater from land to sea, but with significant chemical transformations of nitrogen species and other compounds in the subsurface mixing zone both under the shore and offshore prior to discharge.

Support of U.S. Army Corps of Engineers Research, Management, and Outreach. Dr. Bratton has overseen three support contracts for research on mitigation of impacts of munitions and heavy metals at Army facilities that has been conducted at the Engineer Research and Development center in Vicksburg, MS. He has also briefed USACE staff, and supported joint meetings with partners including congressional staff, leadership of other agencies, and environmental non-profit groups on approaches to reduce sediment and nutrient loading to Lake Erie, and resulting impacts on harmful algal blooms in the lake.

Great Lakes "State-of-the-Science" Assessments. Dr. Bratton has managed several projects and supported government agencies and Great Lakes Water Quality Agreement annex committees that required synthesis of the most recent research results for the Great Lakes. This work has included an assessment of oil spill ecological impacts in the Great Lakes, basin-wide nutrient loads and impacts, fertilizer and manure impacts on Western Lake Erie, changes in the food web of Lake Huron due to invasive species and proposed net pen aquaculture, and determination of nutrient reduction targets for Lake Erie and Lake Ontario to reduce algae and hypoxia.

Incorporating Science-Based Adaptive Management into Great Lakes Restoration. As part of the federal USEPA-led Regional Working Group, including the U.S. Army Corps of Engineers, Dr. Bratton contributed significantly to development of the *Science-Based Adaptive Management Process for Great Lakes Restoration Initiative Action Plan II* (2014). This process was designed to identify the most critical ecosystem problems in the Great Lakes, select projects to address those problems, assess effectiveness of actions implemented, and inform future restoration efforts.

Documenting Chesapeake Bay's Environmental History. By collecting continuous sediment cores up to 68 feet long using novel techniques, and analyzing physical, geochemical, and biological proxy data from the cores, Dr. Bratton contributed to a team that helped document the detailed history of Chesapeake Bay and its watershed. A chronology was constructed that showed when the Bay transitioned from fresh to brackish water during post-glacial sea level rise, how sedimentation rates increased in the Bay after agricultural development of the watershed, and how and where seasonal hypoxia developed in Bay bottom waters as a result of excess nutrient delivery.

Select Professional Service

- Wayne State Univ. T-RUST Advisory Board, 2017-pres.
- Presenter, Operational Ecosystem Modeling to Support Adaptive Management in the Great Lakes; Integrated Modeling for Adaptive Management of Estuarine Systems Workshop, Univ. of California-Davis, 2015
- U.S.-Canada International Joint Commission, Science Advisory Board—Research Coordination Committee, 2013-2015
- U.S.-Canada Great Lakes Water Quality Agreement Annex 10 (Science) Subcommittee, 2013-2015
- Steering committee, NASA/NOAA/MTRI Great Lakes Workshop Series on Remote Sensing of Water Quality, 2013-2014
- Co-director, Great Lakes Biogeochemistry Initiative, including NSF-funded workshop at Wayne State University; Purdue, San Francisco, and Italy town hall meetings; and journal articles; 2013-2015
- Convener, Climate Change Executive Forum, Federal Executive Institute, Leadership for a Democratic Society Program, Charlottesville, Virginia, 2013
- Presenter, A conceptual typological model for coastal environments in the Great Lakes, 56th Annual Conference of the International Association for Great Lakes Research, 2-6 June 2013, Purdue University, West Lafayette, Indiana
- Great Lakes Restoration Initiative Regional Working Group and Science Subgroup, 2012-2014
- Presenter, Coupling hydrodynamic and ecological models in North America's freshwater seas, 2nd NOAA-Norway/Statoil Science Workshop, NOAA Headquarters, Silver Spring, Maryland, 2012
- USGS Chesapeake Bay Science Advisory Committee, 2006-2010
- Session co-chair, Geological Society of America Annual Meeting, What goes up must come down: The science and policy of dam removal, 2005

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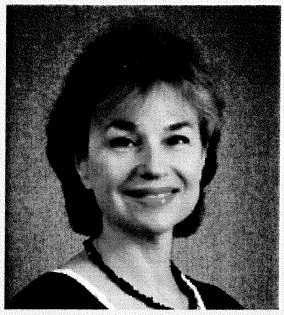
Joyce S. Dunkin, CPG, PG (AL, FL, MN, NC, OR, WA)

Senior Geologist/Hydrogeologist



Areas of Specialization:
Project Management
Hydrogeological Investigations
Remedial Invest./Feas. Studies
Groundwater/Geologic Modeling
Water Supply Exploration
316(b) Studies
Groundwater/Surface Water Interactions (GSI) Studies

Education:
MSE, Env. Eng., U of MI, 1991
MS, Geology, U of Toledo, 1981
BS, Math, Univ. of Toledo, 1979

Professional Certifications:
Certified Prof. Geologist, AIPG
Licensed Geologist: AL, FL, MN, OR, NC, WA

Career Highlights:

- Managed, designed, & conducted subsurface & groundwater investigations at many contaminated sites, including CERCLA & RCRA.
- Synthesized/interpreted large sets of soil & groundwater data to support environmental litigation projects.
- Groundwater flow field & contaminant transport modeling of single & multiple aquifer systems using AQTESOLV, MODFLOW, Visual MODFLOW, and MT3D
- Geological interpretation and modeling of complex glacial & bedrock systems.
- Groundwater supply exploration & aquifer testing.
- Management of 316(b) field studies & technical evaluations to address fish impingement & entrainment at a large power plant.

Ms. Dunkin is a senior hydrogeologist and licensed professional geologist with technical and project management experience in site investigations and assessments of numerous CERCLA- and RCRA-related projects, 316(b) projects, and environmental litigation projects, primarily for private-sector clients. She has worked at LimnoTech since 1991.

Ms. Dunkin's technical skills and responsibilities include project management for remedial investigations and feasibility studies, 316(b) projects and environmental litigation projects; work plan and report preparation and review; field investigation methods development; soils and groundwater remedial design; field supervision; groundwater modeling; groundwater supply studies; and geologic and hydrogeologic data collection, synthesis, interpretation and analysis. She has developed computerized geologic/hydrogeologic data display and interpretation tools for surface water and groundwater models. Ms. Dunkin also has experience in surface and borehole geophysical interpretation.

Key Project Experience

Water Supply Investigations and Site Investigation, Risk Assessment and Remedial Action for Soil and Groundwater Impacts at a Manufacturing Site in Fayette, OH. Ms. Dunkin served as project manager for a multiple-phased environmental site investigation at an automotive components manufacturing facility to determine the source, extent, and magnitude of chlorinated solvent soil and groundwater contamination and to explore for and locate an alternative water supply for the village. Activities included regional geologic evaluations, aquifer pumping tests, vertical aquifer sampling, in situ hydraulic conductivity testing, extensive fate and transport analyses and groundwater modeling. Using Visual MODFLOW, Ms. Dunkin simulated the multiple aquifer system, influenced by pumping from a nearby municipal well field. Regional geologic and hydrogeologic evaluations were conducted to successfully explore for and locate an alternative municipal drinking water supply.

Valley Creek Stream Flow and Groundwater Monitoring for the City of Woodbury, MN. Ms. Dunkin is the senior hydrogeologist supporting the City of Woodbury, MN in groundwater elevation monitoring in the City's East Well Field monitoring well network. Data assessments addressed pumping from the East Well Field and potential impacts on low flows in nearby Valley Creek, a protected cold water trout stream. Activities included assisting the City with the design and implementation of a 4-month long pumping test program for a new production well. The assessments were documented and used to inform a management plan for the East Well Field. Additional pumping test evaluations were conducted for a new production well in the City's South Well Field.

Hydrogeologist for Bedrock Aquifer Evaluations at a Former Truck Axle Manufacturing Plant, Delphos, OH. Ms. Dunkin was the principal hydrogeologist for an industrial property under Ohio's Voluntary Action Program. She coordinated and conducted field activities to evaluate potential impacts to a fractured bedrock aquifer, which is a sole source aquifer for the community. She investigated a free product plume in a perched groundwater unit above the bedrock aquifer. Her responsibilities included interpreting soil and groundwater physical and chemical data; modeling of the groundwater flow field and capture zone for the glacial and bedrock aquifers, and seismic investigations of the regional and local bedrock hydrogeology. Ms. Dunkin's hydrogeologic investigations of the bedrock provided a framework to terminate groundwater corrective actions and monitoring at the site.

Water Supply Investigations to Support Arbitration for a Residential/Commercial Development in Southeast Michigan. Ms. Dunkin was asked to provide expert testimony to support arbitration regarding the feasibility of a community water supply for a residential/commercial development in a rural, "well-first" township in southeast Michigan. She reviewed over 100 available water well logs in the area to confirm the feasibility of a site water supply, to identify candidate locations and depths to install site wells, and to develop data displays for arbitration of relevant well information using Google Earth.

Technical Support to the Insurance Company of North America Joint Defense Group in the Syngenta Crop Protection Matter. Ms. Dunkin was Project Manager for the LimnoTech team providing technical support to the Insurance Company of North America Joint Defense Group in reference to the Syngenta Crop Protection vs. Insurance Company of North America et al. Third Amended Complaint. Support is related to an evaluation of the fate and transport of atrazine historically applied to agricultural fields throughout the Midwest. Evaluations included quantifying the relative contribution of historical atrazine loading to streams via venting groundwater.

Geological Evaluations to Support the Design of a Potential Water Intake for a Power Plant on Lake Michigan. Ms. Dunkin was the project manager and lead geologist/hydrogeologist in the project team for the design of a potential expanded offshore cooling water intake to address 316(b) Rule fish impingement and entrainment issues. Her responsibilities included evaluating the local geology, and using this information to design and conduct onshore and offshore coring programs to support design and construction of the potential tunnel. Field activities included collecting and interpreting surface and borehole geophysical data to integrate with physical data obtained from continuous lakebed and bedrock cores collected to 450 ft below the lakebed. She successfully managed the development of 316(b) NPDES Permit deliverables to MDEQ that provide alternatives for addressing fish impingement & entrainment at the plant.

Groundwater Flow and Contaminant Transport Evaluation: McIntosh, AL. Ms. Dunkin is project manager and lead hydrogeologist in evaluations of a large body of groundwater data collected from a site impacted with contaminants related to historical chemical manufacturing. Groundwater impacts consist of organic plumes in a stacked aquifer system influenced by local pumping from industrial water supply wells. Groundwater flow patterns, groundwater quality monitoring and the efficacy of in-place remedial measures are being evaluated in accordance with CERCLA and RCRA permit requirements. She also directs optimizing O&M performance and expansion of a 7-well groundwater collection system.

Mixing Zone Assessment to Address Venting Groundwater at the Bofors-Nobel CERLA Site in Muskegon, MI. Ms. Dunkin is the Project manager and senior hydrogeologist for evaluating the likely success of pursuing a mixing zone strategy to address venting groundwater that is impacted with organic compounds. Groundwater at the site discharges to Big Black Creek along a narrow meander bend zone located downgradient of a barrier wall/engineered wetlands treatment system.

Industrial Site Remediation, Kentwood, Michigan. Ms. Dunkin serves as the lead hydrogeologist to address separate plumes of hexavalent chromium and chlorinated solvent compounds in groundwater in two Areas of Concern at the site. Soil and groundwater investigations were conducted to assess the reasons for bypass of an existing groundwater collection system. This system had been installed to address chromium impacts that were threatening a nearby creek. The results of these investigations discovered the reasons for system failure and were used to support the design and installation of an improved system. Metals concentrations in groundwater between the collection system and the creek have dropped dramatically since system startup. Ms. Dunkin conducted extensive source area investigations to support remedial design activities.

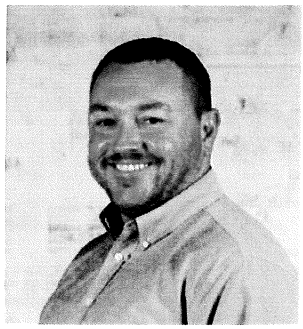
PFAS Hydrogeological Investigations, Part 201, Gerald Ford International Airport, Grand Rapids, Michigan. Ms. Dunkin serves as the senior geologist/hydrogeologist for investigations of soil and groundwater impacts from past use of aqueous film-forming foam (AFFF) at a civilian airport in Michigan and potential sources of impacts to local water supply wells. Investigation is focusing on impacts of per- and polyfluoroalkyl substances (PFAS) and Part 201 compliance.

PFAS Hydrogeological Investigations, Part 201, Bishop International Airport, Flint, Michigan. Ms. Dunkin serves as the senior geologist/hydrogeologist for extent and distribution investigations of soil and groundwater at a civilian airport in Michigan and potential sources of impacts to local water supply wells. Due to past use of aqueous film-forming foam (AFFF), investigations are focused on impacts of per- and polyfluoroalkyl substances (PFAS) to address Part 201 compliance.

PFAS Investigations for a Proprietary Industrial Client, Alabama. Ms. Dunkin planned and managed a phased Environmental Site Assessment to investigate the presence PFAS in a former manufacturing area. The investigations included research with plant personnel to determine historical PFAS use, and collecting soil samples for PFOA/PFOS analyses.

Zack Held, PE

American Structurepoint



Education

Bachelor, Civil Engineering, 2004, University of Akron
Bachelor, Business Administration, Accounting, 1999, Ohio University

License and Certifications

Professional Engineer – Ohio

Volunteering

OAWWA Northeast District – Past Chair 2020

Presentations/Publications

"Trihalomethane Removal by Air Stripping," Ohio Section Newsletter, American Water Works Association, Summer 2010, and presented at the Ohio Section AWWA Conference, Columbus, Ohio, September 2010.

Zack has over 15 years of experience in the design and analysis of water distribution and treatment systems. He has been involved either as a project manager or project engineer on water system evaluations and capital improvement plan type projects. As well as studies, Zack has successfully managed the design of improvements to several major water treatment plant upgrade projects as listed below.

Zack is currently serving his last year of a four-year term as an officer of the Ohio AWWA Northeast Section. Zack is passionate about the preservation of our water resources. He realizes the vitality of a community is highly dependent upon their ability to retain a reliable and resilient water system that can deliver high quality water to its users. Below is a list of representative projects that Zack has been involved in over his career.

Representative Projects/Areas of Expertise:

Water Study, City of Port Clinton, Ohio

The City of Port Clinton owns and maintains a consecutive water distribution system and purchases finished water wholesale from Ottawa County, Ohio. Zack's role on this study is to evaluate alternatives to optimize water storage tank capacity and mitigate disinfection byproduct formation. Zack is also assisting the City with updating their asset management and contingency plans.

*Water Quality Study, Wadsworth Water Treatment Plant, City of Wadsworth, Ohio**

The City of Wadsworth owns and operates a groundwater treatment plant where raw groundwater is pumped from wells to the WTP where it is aerated, softened via lime addition, filtered, and disinfected prior to pumping to the distribution system. The purpose of this study was to evaluate alternate technologies for improving the softening process while considering a possible WTP expansion in the future. The technologies evaluated were enhanced lime-soda ash softening, ion exchange, and membrane filtration. The existing softening system was originally designed to remove carbonate hardness only. As additional wells were installed, the raw water increased in non-carbonate hardness and requires additional treatment such as the addition of a soda ash feed system. Zack served as a project engineer where he analyzed the raw water characteristics, performed desktop calculations, evaluated alternate treatment technologies, prepared preliminary equipment layouts and cost estimates.

Water Quality & Hydraulic Study, City of Salem, Ohio

The City of Salem treats water from a combined surface and groundwater source. Treated water is pumped through a transmission main into a 3 million gallon storage reservoir. The pressure is boosted to several elevated storage tanks located within the City's distribution system. The purpose of this study was to perform a water distribution system hydraulic and water quality analysis. The water distribution system was analyzed with a calibrated water model using WaterGEMS software. Alternative improvements were analyzed for the purpose of optimizing water quality, reducing water age and providing pressure to maintain fire flows throughout the system.

Village of Windham, WTP and Well Field Evaluation, Village of Windham, Ohio

The Village of Windham owns and operates a groundwater treatment plant that is designed to remove iron, manganese, and total hardness. Raw well water is pumped to the water treatment plant, pre-chlorinated and then sent through pressure filters and ion exchange pressure softeners. Caustic soda is added to adjust the pH of the softened effluent before entering

the clearwell where chlorine is injected for residual disinfection prior to pumping to the distribution system. The purpose of this evaluation was to provide a third party with an overall assessment of the existing condition of the water treatment plant and distribution system assets to determine short-term critical improvements, as well as longer-term improvements and associated costs as necessary to increase the reliability and resiliency of the water system.

Erie County Department of Environmental Services, Stage 2 EPA Disinfection Byproduct (DBP) Rule, Compliance Assistance, Erie County, Ohio

The Erie County water system is a consecutive system that purchases water from several wholesale systems. It is comprised of several separate public water systems, each of which had its own criteria Zack's role on this project was to assist the County in submitting the DBP monitoring plans to OEPA for review and approval.

Water Treatment Plant, City of Louisville, Ohio

Zack was the project manager for the design of improvements to the gravity filter, chemical feed systems, high service pumping, valve replacement, and SCADA system.

Water Treatment Plant Improvements, Village of Windham, Ohio

Zack was involved as a project engineer and project manager for several phased improvement projects at the Village of Windham's WTP. The improvements included a new backwash pump, filter media replacement, new pre-chlorine injection, gas chlorinator equipment replacement, a complete SCADA upgrade to fully automate the WTP process as well as other associated miscellaneous improvements.

Water Treatment Plant, City of Elyria, Ohio

Perform as a project engineer for the design of a new sludge handling facility including a new centrifuge, polymer feed system, solids conveyance system and gravity thickener.

Water Treatment Plant, City of Painesville, Ohio

Zack was the project engineer for the design of a new raw water intake and new chemical feed systems.

Water Treatment Plant, Barberton, Ohio

Zack was the project engineer for the design of new reservoir intake and reservoir oxygenation system.

Water Storage and Quality Improvements, City of Salem, Ohio

Zack was the project manager and project engineer for the design of finished water storage mixing system.

Water Treatment Plant Improvements, City of Huron, Ohio

Zack was the project manager and designer for the replacement of filter media & surface wash system replacement.

Water Treatment Plant Renovations, Canton, Ohio

The City of Canton owns and operates three (3) separate ground water treatment plants. These are the Northwest, Northeast, and Sugarcreek plants. Zack was the project engineer for the renovation of the Northwest and Northeast plants. During these projects, Zack utilized WaterGEMS software to model the well field pumping operation and distribution system to optimize the pumping operation and size new well pumps. Zack was responsible for developing the construction drawings and specifications for both multi-discipline projects. Each project included new superstructures to house process equipment where the need for architectural, structural, MEP design efforts.

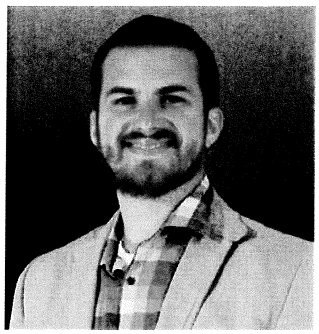
Buffalo Street Reconstruction, Warsaw, Indiana

American Structurepoint, along with a mixed-use developer, is creating a conceptual design for the City of Warsaw with the goal to completely redevelop an entire city block of Buffalo Street. This project is directly adjacent to Center Lake, and the plan includes a variety of residential products, from apartments to townhouses. This plan also includes a mixed-use building adjacent to the lakefront, with first-floor space for retail and restaurants, along with upper-floor space for offices and residential units. American Structurepoint is developing the conceptual drawings for the streetscape of Buffalo Street, and a lakefront civic plaza adjacent to the mixed-use building. The civil plaza includes a variety of natural and hardscape areas that will connect the new residents to the lakefront and the existing Municipal Park and Beach next door.

*Prior to joining American Structurepoint

Kevin Stilwell, PE

American Structurepoint



Education

Bachelor of Science, Civil Engineering, 2010, University of Tennessee

License and Certifications

Professional Engineer – Ohio, Kentucky, Indiana
LEED Associate

Memberships

American Water Works Association
Ohio Water Environment Association

Kevin is experienced in both water and wastewater technical applications. As project manager, his responsibilities include design, technical specification preparation, cost estimating, client communication, analysis of alternatives and bid/construction phase services. Kevin has specialized experience in water main and sewer (sanitary/storm) design, system planning, and risk mitigation. Kevin strives to provide finished projects under budget and ahead of schedule.

Representative Projects/Areas of Expertise:

Stillwater Lift Station and Force Main Replacement, Montgomery County, Ohio

American Structurepoint is providing utility infrastructure design, environmental services, structural engineering, and land surveying services for the replacement of an existing Stillwater Lift Station and an 18-inch force main in Montgomery County in Dayton, Ohio. We will provide a preliminary study to determine the proper site and size of the lift station based on environmental impacts, modeling results, infrastructure alternatives analysis, and coordination between the City and the County agencies. The County has experienced several maintenance and operation issues, and our team will find a solution to eliminate those issues in the future. Our engineering team will design a new lift station and the 18-inch force main. Our environment services include conducting a survey of potentially jurisdictional wetlands and streams, potentially isolated waters, and other waterways within the project area. We also will be applying for any required waterway permits.

General Engineering Services, Pickerington, Ohio

American Structurepoint is serving as City Engineer for the City of Pickerington to provide task-order general engineering and construction inspection services. Projects to date have included water line relocation on Columbus Street, an I/I study, clear well design, and construction management for Refugee Road improvements. Construction inspection services included water main, storm, and sanitary sewer inspections; water main pressure testing; sanitary sewer testing (including vacuum manhole, air, and mandrel testing and videotaping); and storm sewer mandrel testing.

Century Acres Wastewater Treatment Plant Upgrade, Franklin County, Ohio

American Structurepoint is responsible for planning, designing, construction administration, and construction inspection phases to replace the Century Acres Wastewater Treatment plant serving the Century Acres subdivision in southeastern Franklin County, Ohio with a pump station and force main to pump the wastewater to a nearby municipal collection system. During the initial phase of the project, we evaluated a number of alternatives that included replacing the existing treatment plant with a new package wastewater treatment system and pumping wastewater to a treatment plant in a nearby community. Upon discussion with the owner and based on the life cycle cost evaluation, the pumping alternative was selected. We are in the process of designing the selected alternative of pumping the flow to Groveport. The plan set includes civil, structural, mechanical, electrical, instrumentation and control (I&C) drawings, and technical specifications. Our work also includes decommissioning and demolition plans for the existing 40-year-old wastewater treatment plant.

*RAS/WAS Pump Replacement, Dayton, Ohio**

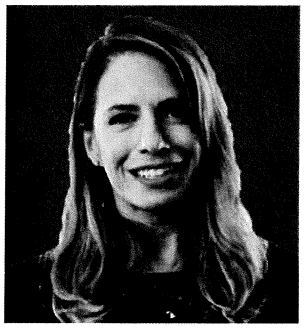
Kevin worked with the client to determine proper replacement of their RAS and WAS pumping systems, to prepare for increased volume and regulations in the near future. He also developed pump calculations and curves, reports, and specs for the client's use. Kevin also worked with the pumping manufacturers to ensure the client's needs were being met in the award.

Citizens Energy Group Lift Station 520 Design-Build, Indianapolis, Indiana

Over the past four years, American Structurepoint has evaluated 14 lift stations for Citizens Energy Group. Most of the lift stations are steel dry pit stations or converted air lift stations and have all reached the end of their useful life. The evaluations include a physical inspection of the facilities, pump down tests to determine the actual pumping rate and calculation of the "C" value for the force mains. The condition of the force mains, which are often more than 40 years old is critical in selecting new pumps. The "C" value for the force mains typically calculates to be in the 75 to 90 range. This calculated actual "C" value is used to determine the friction head loss in the force main to size the new pumps. We have designed 13 replacement lift stations as submersible pump stations. At four of the stations, flow increased enough due to infiltration and inflow and growth that the discharge location was relocated to a larger sewer. Six of the lift stations were designed to about 50 percent and then procured using the design-build delivery. The remainder are or will be procured after full design using solicitation.

Catherine Pallotta, PE

American Structurepoint



Education

Master of Science, Environmental Engineering, 1998, University of Illinois (Urbana - Champaign)

Bachelor of Science, Mechanical Engineering, 1996, State University of New York at Binghamton

License and Certifications

Professional Engineer - Indiana

Catherine is a group leader of the Utility Infrastructure Group in the Indianapolis office of American Structurepoint. With over 20 years of experience in planning and design of water and wastewater systems, Catherine believes all successful projects begin with careful listening and no-surprises communications. Balancing engineering knowledge and practical thinking, Catherine distills large complex issues into manageable pieces to find cost-effective solutions for clients. Her professional experience includes water media process, design, and regulatory compliance.

Representative Projects/Areas of Expertise:

Jordan Avenue Water Main, Bloomington, Indiana

American Structurepoint is providing design services for the replacement of approximately 1,300 lft of 6-inch water main with a 12-inch water main, as part of roadway and landscape improvements along Jordan Avenue. Interconnections and reconnection with existing services are also included in the design. American Structurepoint's scope of work includes preparation of construction documents, opinion of probable construction cost, specifications, and permit applications.

*Bay City Water Supply Alternatives, Bay City, Michigan**

Catherine evaluated Bay City's 40-mgd ozonation/lime-softening surface water filtration plant and distribution system to provide a baseline summary of the current system with recommendations for improvements relative to regulatory requirements, system reliability, lead control, residuals handling and disposal, capacity enhancement, and other infrastructure renewal and replacement needs. Lime sludge-drying options (continued lagoons, mechanical systems) were evaluated with the decision to rehabilitate the lagoons and continue relationships with area agriculture business for land application of solids. She recommended short- and long-term capital planning needs for water system improvements and compared those with regional water supply alternatives.

Cooper Road Pump Station and Tank, Zionsville, Indiana

The northwest portion of Citizens' service territory continues on a path of economic development, which means its water demands are growing. This distribution system pressure zone receives water from two different water treatment plants and often experiences water pressures less than the target service levels Citizens aims to provide customers. To improve service consistency and support this thriving community, Citizens is making a capital investment to construct a new pressure booster pump station paired with finished water storage strategically located along Cooper Road in Zionsville. The need for the facility is growing and therefore an accelerated schedule is needed. To achieve the schedule goal and to leverage construction cost-saving ideas, this project was delivered using a progressive design-build method where a general contractor was engaged at 30% design.

Stillwater Lift Station and Force Main Replacement, Montgomery County, Ohio

American Structurepoint is providing utility infrastructure design, environmental services, structural engineering, and land surveying services for the replacement of an existing Stillwater Lift Station and an 18-inch force main in Montgomery County in Dayton, Ohio. We will provide a preliminary study to determine the proper site and size of the lift station based on environmental impacts, modeling results, infrastructure alternatives analysis, and coordination between the City and the County agencies. The County has experienced several maintenance and operation issues, and our team will find a solution

to eliminate those issues in the future. Our engineering team will design a new lift station and the 18-inch force main. Our environment services include conducting a survey of potentially jurisdictional wetlands and streams, potentially isolated waters, and other waterways within the project area. We also will be applying for any required waterway permits.

Stormwater Program Management, Indianapolis, Indiana

American Structurepoint is overseeing the management of the Stormwater Program for the City of Indianapolis' Department of Public Works (DPW). American Structurepoint works closely with DPW staff on stormwater program elements, including stormwater program regulatory compliance (National Pollutant Discharge Elimination System permit oversight, stormwater quality management program updates, pollution prevention, permitting, legal assistance, etc.) and capital program implementation, design and construction assistance (consultant procurement and contract development, scoping/engineering reports, design management, right-of-way/easement acquisition assistance, and construction inspection/management).

*Collins Park WTP Disinfection Facility Design, Toledo, Ohio**

Catherine led the process design of a new gas chlorination facility to serve plant expansion to a capacity of 200 mgd. She oversaw building layout, process, equipment, hydraulics, and coordination across all design disciplines, including subcontractors.

*Columbus Regional Airport Authority Development Division, Columbus, Ohio**

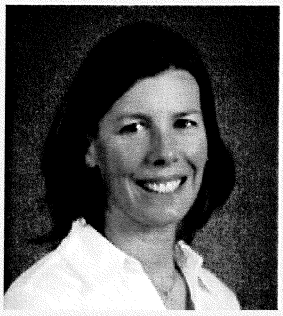
Catherine coordinated the beginning stages of process optimization of the planning, design and construction of capital improvement projects.

LimnoTech

Water Environment | Scientists Engineers

Penelope Moskus

Senior Project Scientist



Areas of Specialization:
Water Sustainability & Risk Assessment
Water Footprinting
Watershed Assessment and Planning
Watershed and Water Quality Modeling
Corporate Water Stewardship

Education:

MEM, Water Resources, Duke University, 1994

BS, Biology, University of Michigan, 1991

Professional Certification

Accredited consultant for AWS International Water Stewardship Standard

Career Highlights:

- Water stewardship services such as AWS application, quantification of water benefits, water footprint assessment, risk assessment and metric quantification for corporations, industies and NGOs.
- Technical and management support for Coca-Cola Corporate and Coca-Cola business units across the globe in support of their replenish initiative.
- Assessed water quantity and quality trends and causative factors in the U.S. for electric utilities.
- Completed more than 100 watershed assessment and planning studies nationwide.

Ms. Moskus has over 20 years of experience providing technical expertise and managing a wide variety of projects, including water resource and sustainability assessments, water footprinting assessments, watershed management plans and TMDLs and watershed assessment, planning and modeling. Ms. Moskus supports LimnoTech's water sustainability consulting services helping clients assess and improve water management and develop strategies to minimize water quantity and quality impacts and risks.

Ms. Moskus has assessed water quantity and quality benefits of international restoration projects in support of corporate water stewardship and sustainability goals, has critically reviewed water stewardship initiatives, and has conducted water footprint assessments for products and industries. She has also applied relevant sustainability indicators to industries in the Great Lake basin, and supported development of a Great Lakes water stewardship tool. Ms. Moskus was a key investigator for a report describing status and trends of water resources in the United States as they relate to the electric power industry, and has also completed training on both environmental flows and water footprinting and is a trained consultant for the application of AWS.

Providing depth and understanding to water footprinting and stewardship work is Ms. Moskus' background in providing watershed assessment and management expertise. She has directed more than 100 watershed assessment and planning studies for waterbodies located nationwide and has helped author several protocols on watershed assessment.

Key Project Experience

Replenish Benefit Quantification. Since 2009, Ms. Moskus has been a key investigator and project manager in an ongoing, multi-year project to support The Coca-Cola Company's (TCCC's) water stewardship and sustainability goals. She has quantified water quantity and quality benefits of hundreds of TCCC's Community Water Partnership projects across the globe. She has communicated with TCCC business units and partners on six continents to understand the scope of the projects, and quantify and document project benefits annually to assist TCCC with assessment of its long-term Replenish goal, and in the strategic selection of future projects.

AWS Standard Application for a High-Tech Company. Supporting implementation of the AWS Standard at two commercial office locations for a widely recognized high-tech company. Conducted data collection and gap analysis, facilitated a workshop supporting stakeholder outreach and development of a risk profile and water stewardship plan, and documented conformity with the AWS Standard.

Water Stewardship Implementation Support for a High-Tech Company. Supporting a well-known global manufacturer of semiconductor chips in implementing a water stewardship strategy. Currently providing support to identify potential partners and projects, and quantifying the water benefits of funded projects, and documenting results.

Support for Water Stewardship Activities. Supporting a well-known on-line social media & networking company in calculating the volume benefits of funded projects, and documenting the approach and results.

Water Stewardship Implementation Support for Ambev. Quantifying and reporting volumetric benefits of projects funded by the Brazilian brewing company Ambev. Coordinating closely with project partners to understand, evaluate and report on projects.

Alternative Water Supply for Power Generation. Conducted a study for EPRI to examine the use of alternative water supplies for electric power generation. In addition to providing information regarding alternative water supply

sources, the study summarizes the results of numerous case study interviews of facilities using alternative supply sources. The study provided the electric power community with a summary of case study examples that describe the conditions, drivers, benefits, challenges and lessons learned associated with alternative water use.

Water Footprinting. Key investigator conducting water footprint assessments for several of The Coca-Cola Company's orange juice products produced in different countries. She calculated the green, blue and grey water footprints for these products, considering water consumption in the supply chain and at the operational level. She assessed uncertainty in the analysis and sensitivity of the results to different inputs such as crop yield. She also evaluated the potential impacts of the water footprints, relative to regional water stress.

Ms. Moskus conducted product water footprint assessments for Keurig Green Mountain products as well as product water footprint assessments for Kraft Foods' dry mix beverage products produced in two Latin American countries. She calculated the green, blue and grey water footprint for the product ingredients, and calculations considered both supply chain and operational water use.

Support to Southwestern Energy for Water Benefit Quantification. 2014-2016. Supported Southwestern Energy's (SWN) commitment to water neutrality through the company's ECH2O program, by calculating water benefits of existing conservation projects, and providing support to The Nature Conservancy and SWN throughout the project planning process.

Optimizing Industry Water Use and Water Footprinting in the Great Lakes Basin. 2011-2013. Supported development of a water stewardship tool for use by industries in the Great Lakes region to advance the sustainability of the region's water resources. Conducted pilot studies at 3 facilities to field test the Beta Version of the AWS Standard, and provided feedback to AWS.

Application of Water Stewardship Initiatives to Great Lake Industries. 2012-2014. Key investigator reviewing water stewardship initiatives and providing input to select those most relevant to Great Lakes industries. She helped identify 22 metrics from five key initiatives: Global Reporting Initiative, the Global Water Tool, The Water Footprint Network (water footprint), the Carbon Disclosure Project, and the European Water Partnership. She calculated these 110 metrics for three industries as part of a pilot project to advance the regions' sustainability. Ms. Moskus compiled and analyzed water use data, developed a water balance, calculated the metrics related to water sustainability assessment, and compiled and documented key findings in a report.

Development of Customized Sustainable Agriculture Tool for The Coca-Cola Company. 2013. Supported development of a resource for use by procurement staff to support Coca-Cola's target that all key ingredients will be 100% sustainably sourced by 2020. Supported development of Sustainable Agriculture Guiding Principles (SAGPs) and assisted with creation of a library that aligns existing standards and certifications with the SAGPs.

Assessment of Water Resource Trends and Causative Factors for the Electric Power Industry. 2009-2010. Co-authored a study relating the importance of water resource trends and causative factors to the operational needs of the electric power industry. This work involved an in-depth review of current literature to identify trends in water resources and provide a review of factors which may lead to changes.

Review of Annex 1 of Great Lakes Water Quality Agreement. 2001. Compiled and compared recent data and current policy values in the Great Lakes region of the U.S. and Canada to Specific Objectives for chemicals set forth in Annex 1 for the International Joint Commission. The findings were documented in a report and presented at a workshop.

Watershed Management Planning Services for Northern Kentucky. 2001-2013. Served as Project Manager and key investigator for over a decade, supporting watershed assessment and planning activities for Sanitation District No. 1 of Northern Kentucky.

- Developed and applied a watershed assessment protocol. This included QAPP development, field monitoring, data compilation and analysis to assess water quality impairments, watershed characterization and modeling, and source prioritization.
- Evaluated the feasibility of implementing a watershed-based permitting approach in Northern Kentucky and developed a draft watershed-based permit based on adaptive watershed management.
- Developed 16 watershed characterization reports and a summary report characterizing watershed features, water quality conditions and impairments, sources and loads, watershed activities, and sensitive areas in a 580-square-mile region.
- Assisted in developing the nation's first Watershed Plans that incorporated a watershed-based approach to address sewer overflows and improve water quality over a 20-year period, in 5-year increments.

Specialized training

Alliance for Water Stewardship. Trained consultant for the application of the AWS Standard. February, 2018.

Reducing Water Footprint - Concept & Application. E-learning course run by The World Bank Institute, the Water Footprint Network, the University of Twente of the Netherlands, and International Finance Corporation. November 15-30, 2010.

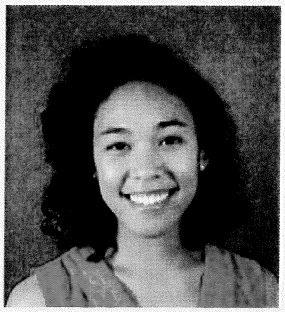
Managing Water for People and Nature: Environmental Flows training course. National Conservation Training Center, Shepherdstown, WV. July 26-30, 2010.

LimnoTech

Water Environment | Scientists Engineers

Shanna M. Rucker, EIT

Project Engineer



Areas of Specialization:
Water Resources Engineering
Hydrology
Data Management
Sustainable Engineering
Water Resources Chemistry
Fate, Transport, and Physiochemical Processes of Organic Contaminants

Education:
M.S., Civil & Environmental Engineering, Carnegie Mellon University, 2017
B.S., Civil Engineering, Vanderbilt University, 2016

Professional Certifications
Engineering-in-Training (EIT)

Career Highlights:
- Experience working with projects applying green infrastructure for stormwater management.
- Participated in projects involving field sampling and monitoring tasks.
- Expertise AutoCAD, ArcGIS, Excel Visual Basic for Applications, Python, and SQL.

Ms. Rucker joined LimnoTech's Washington, DC office in June 2017 with a Master's degree in Civil & Environmental Engineering from Carnegie Mellon University and a Bachelor's degree in Civil Engineering from Vanderbilt University. Her focus areas of study included water resources engineering, hydrology, data management, sustainable engineering, water resources chemistry, and fate, transport, and physiochemical processes of organic contaminants. Her practical experience includes stormwater management, sediment control planning, green infrastructure, and data management tasks. She also has expertise with various engineering software including AutoCAD, ArcGIS, Excel Visual Basic for Applications, Python, and SQL.

Key Project Experience

Expert Interviews for IJC Nuclear Decommissioning and Connecting Channels. Coordinated and conducted interviews for two concurrent projects for the IJC: 1) Plans and Practices for Decommissioning Nuclear Power Plants; and 2) Monitoring Programs for Great Lakes Connecting Channels. Arranged interviews with a mix of industry and agency experts in Europe and the U.S., as well as contacts from tribes and First Nations in Canada and the U.S. Incorporated interview summaries in the final reports and contributed to additional sections of the final deliverable.

Restoration Plan Modeling for Anne Arundel County, Maryland. Led the modeling effort to establish the restoration plans for the Non-Tidal Patuxent Lower and Middle watersheds within the County. Analyzed and evaluated the County's modeling approach and proposed amendments to the strategy. Implemented the Chesapeake Assessment Scenario Tool (CAST) to model the County's baseline and current sediment loads and analyze various planning and progress scenarios for the County to meet its target TMDL WLA reduction.

Allocations Support to Confidential Client. Serves as a vital team member working to support a potentially responsible party on a Superfund site. Creates reports and presentations to keep the client informed on information regarding its liability and implications of EPA documents and studies.

Waller Creek Functional Assessment in Austin, TX. Evaluated and implemented various methods for determining the width, depth, and size for pier and retaining wall riprap and calculated the potential scour for piers. Generated water surface profiles and created maps for shear stress and water surface elevation. Modified the HEC-RAS model and ran steady flow analyses.

Water Quality Modeling to Support NPDES Permit Application for the City of Spring Hill, TN. Assisted with the development of a QUAL2K water quality model to support the proposed expansion of the Spring Hill Wastewater Treatment Plant. Analyzed numerous datasets including water quality, flows, river cross-sections, and meteorology. Contributed to the final report deliverable by writing entire sections and creating GIS maps.

Blue River Watershed HSPF Model Development in Kansas City, MO. Compiled 10 years of monitoring data and merged it into an existing database for statistical analysis to determine any required changes to current upstream model boundary conditions. Analyzed the data by creating distribution graphs and developed a webpage of summary statistics using R markdown.

HEC-RAS Modeling for Park in Dallas, TX. Updated the HEC-RAS model for a park design on the Trinity River. Performed GIS analyses to determine model inputs. Modified an existing HEC-

RAS model to reflect the proposed design with the appropriate terrain and pedestrian foot bridges conditions.

Water Resiliency Planning for EPRI. Investigated water resource resiliency planning for the electric power sector. Identified electric power sector priorities in water resource resiliency and evaluated underlying forcing functions for water resource trends. Played a key role in researching and writing the final report.

AutoCAD Drawings for Design in Lake San Marcos, CA. Led the drawing efforts for a selective withdrawal system designed to pump anoxic, nutrient-rich portions of Lake San Marcos to a nearby golf course for use as fertilizer. Created full design drawings of two pipeline systems and amended the drawings as design updates were made. Communicated with various utilities to acquire relevant utility data that impacted the system design.

General Services Administration Stormwater BMP Assessments. Conducted visits to GSA sites to assess presence and condition of current BMPs. Developed method for determining pollutant loading rates for use in baseline load and load reduction calculations. Wrote report to summarize site visit findings and recommend potential new BMPs to meet requirements derived from the Chesapeake Bay TMDL.

Remedial Design and Support of the BASF Superfund Site in McIntosh, Alabama. Performed statistical analysis of production well flow data relative to chlorobenzene concentrations in monitoring wells. Provided support in writing Feasibility Study in an effort to assist BASF in planning environmental reserves.

Anne Arundel County BMP Database Update. Assisted team in reviewing over 14,000 BMP records for the County's BMP database. Programmed equations to automate calculations within database. Assisted with QA/QC of database records.

MS4 NPDES Support to Anne Arundel County, Maryland. Conducted field work to find illicit discharges within the County. Performed chemical testing and follow-up investigations to determine the quality and source of the discharges.

RiverSmart Washington – LID Demonstration Project Analysis and Design. Researched green infrastructure monitoring and maintenance practices in municipalities around the U.S. Wrote a report that primarily focused on Philadelphia practices as a model for possible implementation in DC.

Under previous association

Littlejohn Engineering Associates, Nashville, TN. *Engineering Intern.* Completed sewer and stormwater design calculations, modifications, and AutoCAD drawings to comply with codes. Documented stormwater pollution prevention plans and sediment control plans to meet environmental regulations. Assisted with water sampling of groundwater wells and water treatment facility.

Northrop Grumman, Melbourne, FL. *Technical Intern.* Received STAR Recognition for creating program that executes fatigue runs 30x faster than with manual inputs.

Stanford University, Department of Civil and Environmental Engineering. *Research Intern.* Developed research question related to coastal water quality and testing the effects of photosensitizers on bacteria. Designed and conducted experiments using reactors in a solar simulator.

Academic Projects

Stormwater Quality Monitoring System Design, Vanderbilt University:

- Served as Senior Design Team Lead; Organized team meetings and managed project progress and tasks.
- Collaborated with Sterling Ranch sustainable community to determine system goals and evaluate requirements.
- Defined sampling and analysis plan, data management plan, and iterative process for future developments.

Green Infrastructure Literature Review, Vanderbilt University:

- Compiled knowledge from USEPA resources, case studies, and scholarly articles on how green infrastructure practices can be adapted and applied in arid and semi-arid regions.

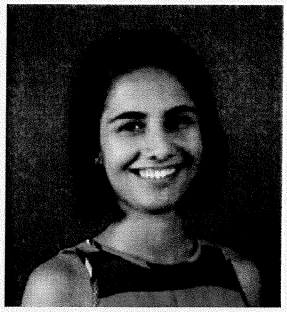
Analyzed models and methods for determining techniques suitable for a particular area.

LimnoTech

Water Environment | Scientists Engineers

Saloni Dagli, EIT

Project Engineer



Areas of Specialization:
Stormwater Management
Green Infrastructure
Environmental Restoration
Stormwater Permitting
Data Management

Education:
B.S.E., Environmental Engineering, University of Michigan, 2016

Professional Certifications:
Engineer-in-Training, 2016

Career Highlights:

- Experience with stormwater management and permitting including using green infrastructure to manage surface runoff.
- Proficient with data analysis, management, and visualization.
- Experience as undergraduate also includes projects involving environmental restoration and construction oversight.
- Experience with promoting and planning for organizational diversity, equity, and inclusion.
- Trained consultant for application of the AWS Water Stewardship Standard

Ms. Dagli joined LimnoTech's Washington, DC office in August 2016 with a BSE degree in Environmental Engineering from the University of Michigan. Her core areas of study and undergraduate experience include stormwater management and permitting, green infrastructure technologies to control surface runoff, environmental restoration, urban planning, social equity, organizational diversity, and data analysis and management. Her technical background also includes work with ArcGIS, C++, and Matlab.

Key Project Experience

Anne Arundel County BMP Database Update. Part of team reviewing over 14,000 BMP records in an effort to update the County's BMP database to ensure that the County receives credit for Chesapeake Bay TMDL and MS4 permit requirements for load reduction and impervious surface restoration.

George Washington Memorial Parkway Total Maximum Daily Load Action Plan. Researched and compiled structural and nonstructural BMP options for the National Park Service to implement to help meet TMDL load reductions while also preserving the cultural landscape areas along the Parkway. Drafted language describing BMP options and site-specific recommendations for the larger TMDL Action Plan Report. Assisted with field work to verify outfall locations and unmapped impervious areas along the Parkway.

Clean Water Act Compliance Services Support for the City of Richmond, Virginia. Provided research, writing, and mapping support for development of the City's Integrated Water Resources Management Plan.

DELCORA CSO Long Term Control Plan Update. Compiled and managed historic water quality data to support modeling efforts and monitoring plan development. Assisted with database creation to handle existing and new project data. Researched policy and public health issues related to pollutants of concern to support modeling efforts.

MS4 NPDES Support to Anne Arundel County, Maryland. Conducted field work to find illicit discharges within the County, performing chemical testing and follow-up investigations to determine the quality and source of the discharges. Surveyed stream cross-sections at sites identified for long-term monitoring under the MS4 permit to support hydraulic modeling efforts.

General Services Administration Stormwater BMP Assessments. Conducted visits to GSA sites to assess presence and condition of current BMPs. Provided an assessment and report of impervious surfaces and creditable treatment practices and recommended potential new BMPs to meet requirements derived from the Chesapeake Bay TMDL.

Support to a Large Beverage Company's Water Stewardship and Water Resource Sustainability Efforts. Quantified water benefits generated by conservation activities implemented in North America, Central America, and Africa. Utilized a spreadsheet version of the SWAT model to quantify change in runoff from pre- to post-conservation conditions for several project areas. Conducted literature reviews to determine methods for quantifying water benefits for several project areas. Wrote fact sheets for each project evaluated to share information about quantified benefits with the client.

MS4 Support for Frederick County, Maryland. Identified potential opportunities for development of new BMPs on County-owned land to help meet 20% impervious surface restoration requirement. Led a team conducting a GIS analysis of potential candidates for new BMPs, assessing impervious drainage area and site constraints.

AWS Standard Application for a Beverage Manufacturer. Supported implementation of the AWS standard at two U.S. sites for a widely recognized beverage manufacturer. Included training with site personnel, data collection and gap analysis, support for stakeholder outreach, development of a risk profile and water stewardship plan, and documentation of conformity with the AWS Standard.

AWS Standard Application for a High Tech Company. Supporting implementation of the AWS Standard at four commercial office buildings for a widely recognized high-tech company. Includes training with site personnel, data collection and gap analysis, support for stakeholder outreach, development of a risk profile and water stewardship plan, and documentation of conformity with the AWS Standard.

Watershed Restoration Planning for Anne Arundel County, Maryland. Took a lead role in GIS analysis to create the restoration plans for the Non-Tidal Lower and Middle Patuxent watersheds within the County. Conducted several analyses of impervious areas, streams, and land use to support load reduction modeling. Assisted in drafting the restoration plan document.

Under previous association

Environmental Consulting & Technology, Inc. *Water Resource Engineering Intern.* Assisted with water resources projects including stormwater management and green infrastructure, restoration, stormwater permitting, municipal ordinance review, data analysis, data collection, and construction oversight.

Doris Duke Conservation Scholars Program at the University of Washington, *Project Intern.* Provided the Seattle Department of Neighborhoods with analysis of and recommendations for stormwater management and pollinator services in more than 40 urban community gardens.

Environmental Biotechnology Group, University of Michigan, *Research Assistant.* Working on Nutrient Recovery from Urine Separation project. Developed PCR, DNA extraction/quantification, and florescence microscopy skills. Contributed to antibiotic resistance gene tracking and project method development.

Evan Mickey, PE

American Structurepoint

Education

Bachelor of Science, Civil Engineering, 2014, University of Dayton

License and Certifications

Professional Engineer - Ohio
NASSCO Manhole Assessment
NASSCO Lateral Assessment
NASSCO Pipeline Assessment
Envision Sustainable Professional

Training

Why Ethics - OWEA
An Independent Overview of the Rules for Professional Engineers, Continuing Education and Surviving an Audit - OWEA
The Ohio Ethics Law: It's Everyone's Business - OWEA

Bio and Experience

Evan is experienced in storm sewer, sanitary sewer, and potable water utility design along with site design for both public and private clients. His responsibilities include project planning/solution development, design calculations, plan/report production, client/review agency/construction team management, and guidance of younger staff. Evan has specialized experience with storm sewer system and BMP design to meet water quality and quantity requirements. He is well versed in green infrastructure stormwater solutions including bio retention and pervious pavement, along with conventional stormwater BMP design such as underground detention. Evan is experienced with the design practices of potable water and sanitary sewer systems for both public and private clients. Evan has worked on utility projects for numerous municipalities throughout the central and northeast Ohio regions including WWTP upgrades, large-scale waterline replacements, stormwater relief projects, I&I studies, and sewer separation projects. He has also worked on both public- and private-sector client site projects including parks, schools, restaurants, subdivisions and surface parking lots. Evan's technical capabilities include software such as, Autocad Civil 3D, HydroCAD, ODOT CDSS, EPANET, HY-8 Culvert Analysis Program, and Microsoft Excel. Evan is well versed with the design standards of ODOT, City of Columbus and the surrounding municipalities, City of Cleveland and the surrounding municipalities, Franklin County, Delaware County, Union County, Cuyahoga County, Summit County, NEORSD, and the Ohio EPA. Evan has experience working with the new Ohio EPA NPDES General Permit OHC000005 issued April 23, 2018.

Bright Road Water Main Extension, Dublin, Ohio

American Structurepoint provided surveying an engineering services for the design of a 12-inch water main extension to provide redundancy for new areas of development in the City of Dublin. Roughly 600' of new water main, hydrants and valves were designed and approved through the Columbus Division of Water. Survey and Right of Way services were also provided. Plans are currently in the 90% stage and awaiting approval from the City of Dublin.

General Engineering Services, Pickerington, Ohio

American Structurepoint is serving as City Engineer for the City of Pickerington to provide task-order general engineering and construction inspection services. Projects to date have included water line relocation on Columbus Street, an I/I study, clear well design, and construction management for Refugee Road improvements. Construction inspection services included water main, storm, and sanitary sewer inspections; water main pressure testing; sanitary sewer testing (including vacuum manhole, air, and mandrel testing and videotaping); and storm sewer mandrel testing.

*City of Garfield Heights Multi-street Waterline Replacement Project, City of Garfield Heights, Ohio**

Evan served as project engineer and was responsible for designing approximately 1,500 feet of replacement waterline. (Prior to joining American Structurepoint)

Blueprint Stormwater System Assessment, Columbus, Ohio

This project included sewer evaluation and rehabilitation recommendations give to the City of Columbus for over 50,000 LF of storm sewer pipe. The scope also includes over 400 manhole and inlet inspections.

Century Acres Wastewater Treatment Plant Upgrade, Franklin County, Ohio

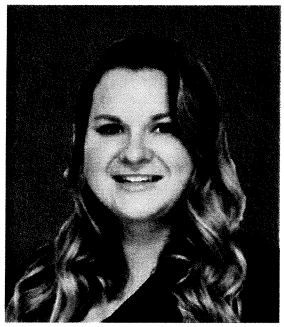
American Structurepoint is responsible for planning, designing, construction administration, and construction inspection phases to replace the Century Acres Wastewater Treatment plant serving the Century Acres subdivision in southeastern Franklin County, Ohio with a pump station and force main to pump the wastewater to a nearby municipal collection system. During the initial phase of the project, we evaluated a number of alternatives that included replacing the existing treatment plant with a new package wastewater treatment system and pumping wastewater to a treatment plant in a nearby community. Upon discussion with the owner and based on the life cycle cost evaluation, the pumping alternative was selected. We are in the process of designing the selected alternative of pumping the flow to Groveport. The plan set includes civil, structural, mechanical, electrical, instrumentation and control (I&C) drawings, and technical specifications. Our work also includes decommissioning and demolition plans for the existing 40-year-old wastewater treatment plant.

Columbus Center Large-Diameter Assessment, Columbus, Ohio

American Structurepoint is providing utility infrastructure services for the Center Large-Diameter Assessment project for the City of Columbus. This includes a condition assessment of storm, sanitary, and combined sewers with a diameter greater than 36 inches in downtown areas. Approximate length of the sewers to be inspected is 60,000 feet. The sewers have diameters ranging from 36 inches to 180 inches. The scope of the work also includes an inspection/condition assessment of 262 manholes, including inventory and measurements, data processing, and easement research. The large-diameter sewer inspection methods included CCTV survey, sonar, and man-entry inspections using GoPro cameras coupled with Pipetech® software and app (iPad) for defect coding. We have delivered results of the condition assessment in a comprehensive technical memorandum with the field inspection records and are currently designing the sewer rehabilitation.

Maddie Conover

American Structurepoint



Education

Bachelor of Science, Food, Agricultural and Biological Engineering (FABE), 2017, The Ohio State University

License and Certifications

Engineering Intern - Ohio
NASSCO Pipeline Assessment
NASSCO Lateral Assessment
NASSCO Manhole Assessment

Bio and Experience

Maddie is involved in planning and designing collection systems, pump station evaluations and design, and water and wastewater treatment plant evaluation and design. Her experience includes designing and routing of new lift stations and force mains, demolition design for existing water and wastewater treatment plants, utility coordination along main routes, assisting in evaluating digester co-generation scenarios, sizing and routing water transmission mains, designing chemical feed lines for wastewater treatment plants and serving as a liaison/coordinator between contractors and the design team.

Bright Road Water Main Extension, Dublin, Ohio

American Structurepoint provided surveying an engineering services for the design of a 12-inch water main extension to provide redundancy for new areas of development in the City of Dublin. Roughly 600' of new water main, hydrants and valves were designed and approved through the Columbus Division of Water. Survey and Right of Way services were also provided. Plans are currently in the 90% stage and awaiting approval from the City of Dublin.

Elwynn, Deblin, & Berdova Water Main Replacement, Clermont County, Ohio

American Structurepoint prepared survey and design of the replacement of approximately 8,350 LF of 6" cast iron or ductile iron pipe installed in 1959 with 8" ductile iron water main including transfer of existing water services to the new mains. Field survey included working with the Ohio Utilities Protection Service (OUPS) for utility markings within the project limits as well as locating above ground evidence of utilities. We provided design phase plans, through alignment planning, opinion of probable construction cost, and any Clermont County Water Resources Department (CCWRD) directed modifications or changes in scope, character, or design.

Xenia Drive, Fairborn, Ohio

This project includes the replacement of approximately 4,800 lft of 8-inch ductile iron water main. The project consisted of coordination with existing utility companies and ODOT due to paving requirements. Additionally there were over 15 cross-street connections to design, while taking into account the paving project and the age of the existing water mains. Coordination with the City of Fairborn was conducted to provide a water main design that kept the line within the pavement where possible, while also minimizing restoration costs where the design could not meet the 10 State Standard for horizontal clearance.

Carmel Co-Digestion and Biogas Utilization Feasibility Study, Carmel, Indiana

The City of Carmel Utilities wanted to evaluate the feasibility of using digester gas generated at the City's Wastewater Treatment Plant (WWTP) for beneficial usage. Currently, the digester gas is used as fuel to the boilers to provide heat to the Biopasteur System and to the anaerobic digesters with the excess gas burnt off in the flare. Our team's study evaluated the potential usage of the digester gas for a combined heat and power system for generating compressed natural gas (CNG) or for generating renewable natural gas (RNG), the potential for adding high-strength waste to the digesters to increase digester gas production, the associated infrastructures that may be needed for each alternative, and the associated cost and benefit of all alternatives. To aid in the study, the City has collected digester gas samples for analysis according to the sampling plan that American Structurepoint prepared. Quasar and American Structurepoint prepared and delivered to the City a report summarizing the evaluation and our recommendations. American Structurepoint currently is assisting the City in the evaluating the recommendations to determine which alternative is best for implementation. Maddie served as an engineer for this project. Maddie's duties included Utilizing 3D photos and video footage to develop schematics of existing

digester gas piping. Maddie assisted in plant mass balance and process calculations to evaluate the economic feasibility of different co-generation scenarios.

16 Tech Program Management, Indianapolis, Indiana

16 Tech is an Innovation Community being developed in downtown Indianapolis. The development will be a regional hub for multi-sector entrepreneurship and innovation situated in an active, dense work-live-play environment. To enable the plan, significant infrastructure development and redevelopment are required. Phase 1 includes the relocation of two 36-inch diameter water transmission mains and a 24-inch water transmission main that serve downtown Indianapolis. The relocation will result in the construction of a new 875-lft 36-inch ductile iron transmission main, a new 1,060-lft 36-inch ductile iron transmission main and a new 1,150-lft 24-inch ductile iron transmission main. All ductile iron transmission mains will be double wrapped with polyethylene and will incorporate 316 stainless steel hardware for enhanced chloride corrosion resistance. Future phases of the 16 Tech project currently in design include 1,200 lft of new 20-inch ductile iron transmission main, 1,000 lft of new 30-inch ductile iron transmission main, 1,200 lft of 54-inch prestressed concrete cylinder pipe finished water conduit and the rehabilitation of 1,650 lft of 60-inch concrete finished water conduit.

General Engineering Services, Pickerington, Ohio

American Structurepoint is serving as City Engineer for the City of Pickerington to provide task-order general engineering and construction inspection services. Projects to date have included water line relocation on Columbus Street, an I/I study, clear well design, and construction management for Refugee Road improvements. Construction inspection services included water main, storm, and sanitary sewer inspections; water main pressure testing; sanitary sewer testing (including vacuum manhole, air, and mandrel testing and videotaping); and storm sewer mandrel testing.

Darrell Miller, PE, CFM

American Structurepoint

Education

Bachelor of Science, Civil Engineering, 2004, The Ohio State University

License and Certifications

Professional Engineer – Ohio, Pennsylvania
Certified Floodplain Manager
FHWA Bridge Inspection
NASSCO Pipeline Assessment
OSHA 10 Hour Training-Construction

Bio and Experience

Darrell has over 16 years of experience in a wide range of projects for both state and local agencies. He has been involved in multiple aspects of site development, including utility coordination, storm water management design, green infrastructure design, sanitary sewer design, multi-use trails, utility design, and constructability review. He has also helped several municipalities attain funding for public infrastructure projects.

Bright Road Water Main Extension, Dublin, Ohio

American Structurepoint provided surveying an engineering services for the design of a 12-inch water main extension to provide redundancy for new areas of development in the City of Dublin. Roughly 600' of new water main, hydrants and valves were designed and approved through the Columbus Division of Water. Survey and Right of Way services were also provided. Plans are currently in the 90% stage and awaiting approval from the City of Dublin. Darrell was the project manager.

LOR-20-19.40 (Cleveland Street Water Line), Elyria, Ohio

American Structurepoint developed construction plans for replacing the water line along the north side of Cleveland Street from the City Limit on the east and Hawthorne Street on the west (approximately 3,400 feet). The water line along Bon Air was intercepted within the existing roadway right-of-way and tied into the existing water line along North Abbe Street (approximately 850 feet). The existing water line was abandoned in place and services transferred over to the new water line. The construction plans included maintenance-of-traffic plans and an estimate of probable construction cost. The project was developed on a short schedule so that the water line could be constructed prior to a project planned by the ODOT to implement countermeasures from a safety study for the intersection of SR 57 and Cleveland Street in the City of Elyria.

*Water Tank Inspections, Various Locations, Ohio**

Darrell worked as a project engineer and paint inspector for numerous tank painting projects. His duties included specifications, bid documents, and paint Inspections for several tanks throughout Ohio.

*Oklahoma Subdivision Water Main, Huron, Ohio**

Darrell was the project engineer providing design services of construction documents for the Wilder Avenue and Klein Street waterline replacement and street paving in Huron, Ohio.

General Engineering Services, Pickerington, Ohio

American Structurepoint is serving as City Engineer for the City of Pickerington to provide task-order general engineering and construction inspection services. Projects to date have included water line relocation on Columbus Street, an I/I study, clear well design, and construction management for Refugee Road improvements. Construction inspection services included water main, storm, and sanitary sewer inspections; water main pressure testing; sanitary sewer testing (including vacuum manhole, air, and mandrel testing and videotaping); and storm sewer mandrel testing.

Xenia Drive, Fairborn, Ohio

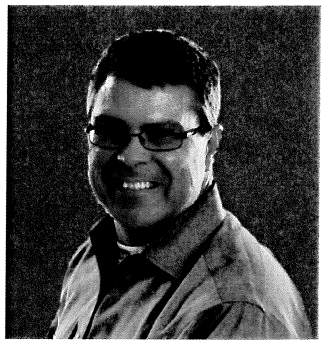
This project includes the replacement of approximately 4,800 lft of 8-inch ductile iron water main. The project consisted of coordination with existing utility companies and ODOT due to paving requirements. Additionally there were over 15 cross-

street connections to design, while taking into account the paving project and the age of the existing water mains. Coordination with the City of Fairborn was conducted to provide a water main design that kept the line within the pavement where possible, while also minimizing restoration costs where the design could not meet the 10 State Standard for horizontal clearance.

*Prior to joining American Structurepoint

Paul Johnson, LPG

American Structurepoint



Education

Bachelor of Science, Geology, 1989, Indiana State University
Master of Arts, Geology, 1992, Indiana State University

License and Certifications

Licensed Professional Geologist - Indiana
INDOT NEPA - Indiana
INDOT Local Public Agency Certification - Indiana

Memberships

American Waterworks Association
Association of State Wetland Managers (ASWM)
Indiana Water Resources Association
National Ground Water Association

Bio and Experience

Paul leads American Structurepoint's Environmental Group and is responsible for projects ranging from environmental scoping and NEPA document preparation to evaluations of the availability, extent, and contamination of groundwater resources. With bachelors and masters degrees in geology, he is a licensed professional geologist with over 28 years of experience in the environmental and water supply fields. Paul has significant experience in conducting soil and groundwater investigations, karst resource assessments, and wellhead protection plans, as well as water system conservation and supply-yield and demand evaluations. In addition, Paul has significant environmental regulatory experience, as he served as chief of the Drinking Water Branch with Indiana Department of Environmental Management and as a hydrogeologist with the Ground Water Protection Branch of the United States Environmental Protection Agency, as well as hydrologist for the former Indianapolis Water Company. Paul has designed and directed construction of numerous high-capacity water production wells and performed exploration and design of two new major wellfields and several wellfield expansions located in central Indiana.

Roselawn Area Water and Wastewater Master Plan, Roselawn, Indiana

American Structurepoint completed a preliminary engineering report for the NCRWSD to develop a master plan for providing water and wastewater service to the unincorporated community of Roselawn and surrounding areas. The study area encompassed approximately 15 square miles in the northeastern portion of the county. The master plan involved developing a conceptual phasing plan for providing water and wastewater service to the region based on input from County officials and anticipating the impacts of the proposed SR 10 expansion. In addition to serving as project manager, Paul also prepared the assessment of water supply, including evaluation of regional and local hydrogeology, for the proposed Roselawn service area. As part of the water supply evaluation, he identified potential production well locations and evaluated available water quality data in order to prepare groundwater treatment recommendations. He also prepared conceptual design of a groundwater treatment facility employing aeration-detention-filtration technologies and oversaw the calculation and layout of the conceptual water distribution system.

Anderson Water Strategic Plan, Anderson, Indiana

American Structurepoint developed a Water Utility Strategic Plan for the City of Anderson. The purpose of the comprehensive plan was to save the utility money over the long run while improving service and reliability to the community and to meet current and future water supply needs. The strategic plan focused on customer satisfaction, financial strategy, infrastructure improvements, and operational strategy. Paul served as the team's geologist.

Worthsville Road Water Main Relocation, Greenwood, Indiana

American Structurepoint performed the supplemental survey, preliminary and final design, permitting, and bidding phase services for the relocation of water mains as a result of proposed road and storm sewer improvements.

61st Avenue Water Main Relocation, Merrillville, Indiana

This project involved the relocation of approximately 1,600 lft of 16-inch Ductile and approximately 270 lft of 8-inch Ductile Iron water main along 61st Avenue, a highly traveled four-lane road. This water main relocation was necessary as a result of a road and storm sewer improvements project that was undertaken by the City of Merrillville and the Indiana Department of Transportation (INDOT). Actual construction of the water main included installation of system valves, fire hydrants, and reinstating customer water services, while maintaining traffic flow without closing the entire roadway. American Structurepoint provided the design and

bidding services, as well as the construction inspection for this project. Considerable coordination with INDOT was required throughout the design and construction phases.

Main Street Water Main Extension, Newburgh, Indiana

American Structurepoint performed the supplemental survey, preliminary and final design, permitting, and bidding phase services for the relocation of water mains as a result of proposed road and storm sewer improvements.

IAWC Lake Sullivan Water Main Relocation, Lake Sullivan, Indiana

American Structurepoint performed survey, preliminary, final design, and bidding phase services for the water main replacement crossing Lake Sullivan, beginning near North Lakeview Drive and ending near Valhalla Lane. The survey team completed a field topographic survey of the site, including data collection, processing, and quality assurance/quality control.

Grant Avenue Water Main Relocation, Crawfordsville, Indiana

American Structurepoint provided supplemental survey, preliminary and final design, and bid phase services for the relocation of water mains for Indiana American Water as a result of road and storm sewer improvements.

7th Street and Springhill Road Water Main Relocation, Terre Haute, Indiana

American Structurepoint designed the Seventh Street and Springhill Road water main relocation in Terre Haute, Indiana, for Indiana American Water to resolve conflicts with the proposed improvements. The project included water main relocation along both Seventh Street and Springhill Road, and the Springhill Road sections begin at Springhill Junction Road and runs east to Eighth Street. The Seventh Street section begins at Sunset Pike and runs north to McCampbell Avenue. It was intended to provide the preliminary and final design required to relocate the water mains. The water main relocation will use the survey completed for the road design along with any supplemental survey required for this project.

8th Street Water Main Relocation, Jeffersonville, Indiana

American Structurepoint designed the relocation of existing 1.5-inch, 2-inch, 6-inch, and 12-inch water main along and near Eighth Street in Jeffersonville, Indiana, in anticipation of the "Eighth Street Combined Sewer Separation Project" being undertaken by the City of Jeffersonville. The project starts at the intersection of Eighth Street and Indiana Avenue and extend generally east/northeast along Eighth Street to Watt Street, including the necessary side street or branch lines as well.

Adams Center Road Sewer and Water Main Extension, Fort Wayne, Indiana

American Structurepoint provided engineering services for the design of a 3-mile corridor of 48-inch sanitary sewer interceptor and 16-inch water main to promote and support economic development on the southeast side of Fort Wayne. Our team assisted with the analysis and evaluation of economic development opportunities to facilitate the creation of a 50-acre intermodal freight facility. Many other ancillary developments, such as distribution centers, warehouses, and truck terminals, are anticipated to result from this utility expansion.

Jackson Street Bridge Water Main Relocation, Hobart, Indiana

American Structurepoint designed the Jackson Street Water Main Relocation project. The relocated water main on Jackson Street starts at White River Road and extends east to Main Street, crossing the bridge over White River. This is a relatively short water main relocation, however a complicating factor is that the existing 12-inch main is exposed and attached to the bridge. Our team coordinated with the bridge designer to incorporate the pipe hanger supports into the bridge deck design.

141st Street and Marilyn Road Water Main Relocation, Noblesville, Indiana

American Structurepoint designed 750 lft of water main relocation at the intersection of 141st Street and Marilyn Road for Indiana American Water. The work included a field topographic survey of the water main route, including data collection and processing.

Hamburg Pike Water Main Relocation, Jeffersonville, Indiana

American Structurepoint performed design services for the relocation of water mains as a result of proposed road and storm sewer improvements for Indiana American Water. We examined the proposed road and utility plans and conducted field investigations to refine the proposed route for the new water main and develop plan for abandoning the existing water main. Then the team coordinated with the road and storm sewer design engineer to eliminate or minimize any conflicts with the existing water line. Also provided permitting, survey, and bid phase services.

Tuttle Crossing Boulevard Extension, Dublin, Ohio

This project includes preliminary engineering, including conceptual design for drainage and BMPs, as well as construction and right-of-way plans, to extend Tuttle Crossing Boulevard from Wilcox Road to Avery Road, and improvements on Avery Road from the southern corporation line to West Rings Road.

BACK

City Manager's Report

3.

From **3224 - Aviation/AP Police**

Date **April 22, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$458,586.00 thru 5/1/2023**

Name **Moonlight Security Inc.**

Address **4977 Northcutt Pl.**
Dayton, OH 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3224-1157-43	$458,586.00

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

Description

First Amendment to Professional Services Agreement for Security Services

The Department of Aviation requests permission to renew a professional services agreement with Moonlight Security, Inc. The original agreement was entered into on June 6, 2018 in the amount of 305,724.00. This amendment will increase the agreement by $458,586.00 to a total of 764,310.00 to cover expenses through May 1, 2023.

Under this agreement, Moonlight Security has provided one (1) unarmed security officer at the cargo road entrance gate at Dayton International Airport. Duties include verification of and authorization to enter the secured area of the airport. Moonlight security will also conduct inspections of vehicles and delivery materials accessing the gate.

The Department's initial contract with Moonlight Security lasted for a term of two years, and is due to expire on May 1st. This request would represent the first of three (3) optional extensions.

The authority being requested would cover all three (3) extensions, though the intention of the Department of Aviation is to encumber only the funds for the remainder of 2020 during 2020, in the amount of $102,187.20.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2036

CORD #1

SECTION I - to be completed by User Department

_____ New Contract X Renewal Contract _____ Change Orders

Contract Start Date	06/08/18
Expiration Date	05/01/23
Original Commission Approval	$ 764,310.00
Initial Encumbrance	$ 289,938.28
Remaining Commission Approval	$ 474,371.72
Original CT/CF	**CT18-2036**
Increase Encumbrance	$ 102,187.20
Decrease Encumbrance	
Remaining Commission Approval	$ 372,184.52

Required Documentation

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

Amount: **$ 102,187.20**	Amount:
Fund Code **51000** - **3224** - **1157** - **43** - __ - __ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code __ - __ - __ - __ - __ - __ (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code __ - __ - __ - __ - __ - __ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code __ - __ - __ - __ - __ - __ (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security Inc

Vendor Address: 4977 Northcutt Pl (Street) Dayton (City) OH (State) 45417 (Zipcode + 4)

Federal ID: 311450776

Commodity Code: 96480 Previous: CT20-2036

Purpose: To encumber funds for the remainder of 2020. This contract provides security services at the Dayton International Airport. Original commission approval $305,724,00 less $77,233.71 (2018) = $228,490.29 - $152,704.57 (2019) = $75,785.72 - $60,000 (2020) = $15,785.72 remaining commission approval amount+ requesting $458,586.00 additional commission approval amount = $474,371.72 - $102,187.20 request for encumbrance for the rest of 2020, leaving $372,184.52 remaining commission approval.

Contact Person: Debbie Tipton, 937-454-8204 — Aviation/Administration & Finance (Department/Division) — 4/1/2020 (dt) (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

for [signature] Finance Director Signature — 04/17/2020 Date

[signature] CF Prepared by — 04/17/2020 Date — CT20-2036 CF/CT Number

CORD #1

[signature] 4/17/2020

MEMORANDUM | DAYTON

April 15, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert B. Turner
Interim Director of Aviation

SUBJECT: Moonlight Security Service Agreement

For the City Commission's consideration, please see the attached City Manager's Report, Certificate of Funds, and contract amendment for the Department of Aviation's contract with Moonlight Security, Inc. As a part of the Department of Aviation's FAA-approved safety plan, Moonlight Security provides round-the-clock security at the Dayton International Airport's Cargo Rd. entrance.

These documents, if approved, will enable the Department to fulfill the requirements of our safety plan through the execution of the first of three (3) optional one-year extensions of the Moonlight Contract. This contract does not represent new services, but rather the continuation of services that began in 2018.

Please call Mike Etter at 454-8328, or Chris Wimsatt at 454-8211 with any questions or concerns.

Regards,

Gilbert Turner

C:

C. Wimsatt

M. Etter

S. Beck

FIRST AMENDMENT TO THE
SERVICE AGREEMENT FOR MOONLIGHT SECURITY, INC.

THIS FIRST AMENDMENT TO THE SERVICE AGREEMENT FOR MOONLIGHT SECURITY, INC. ("First Amendment"), is made and entered into this ___ day of _____, 2020, between the City of Dayton, Ohio ("Client"), a municipal corporation in and of the State of Ohio and Moonlight Security Inc., 2710 Dryden Road Moraine, Ohio 45439, ("MSI"), a Florida Limited Liability corporation authorized to conduct business in the State of Ohio.

WHEREAS, On June 6th, 2018, MSI and Client entered into a Service Agreement for security services at the Dayton International Airport; and,

WHEREAS, Client wishes to exercise its option to renew the Service Agreement for an additional year; and,

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, IT IS AGREED AS FOLLOWS:

Article Six, Section 1 of the Service Agreement shall be deleted in its entirety and replaced with the following:

1. This Agreement shall commence upon execution of by Client and it shall terminate on May 1, 2021. Client will have the option for two (2) additional 1-year extensions to this Agreement, exercisable at Client's sole discretion. Client reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 15. Actual dates of service will start when agreed upon by MSI and Client and shall terminate upon Client's request in accordance with Section 3 of this Article.

2. Except as modified by this Amendment and any other prior amendments or renewals, the Lease between MSI and Client remains unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, MSI and Client, by duly authorized representatives, have executed this First Amendment as of the day and year first above written.

CITY OF DAYTON, OHIO

_____
City Manager

MOONLIGHT SECURITY, INC

By: _____

Title: VP of operations

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

_____, 20___

Min./Bk.:_____ Page:_____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS

_____
City Attorney

CERTIFICATE OF FUNDS

CT20-2036

SECTION I - to be completed by User Department

_____ New Contract x Renewal Contract _____ Change Orders

Contract Start Date	06/08/18
Expiration Date	05/01/20
Original Commission Approval	$ 305,724.00
Initial Encumbrance	$ 234,233.71
Remaining Commission Approval	$ 71,490.29

Original CT/CF	CT18-2036
Increase Encumbrance	$ 60,000.00
Decrease Encumbrance	
Remaining Commission Approval	$ 11,490.29

Required Documentation

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

Amount: **$ 60,000.00**	Amount:
Fund Code **51000** - **3224** - **1157** - **43** - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security Inc

Vendor Address: 4977 Northcutt Pl (Street) Dayton (City) OH (State) 45417 (Zipcode + 4)

Federal ID: 311450776

Commodity Code: 96480 Previous: CT19-2036

Purpose: To encumber funds for 2020. This contract provides security services at the Dayton International Airport. Commission approval $305,724,00 less $90,000.00 +$12,766.29 unused (2018) = $228,490.29 - $110,000 - $47,000.00 (2019) = $71,490.29 - $60,000 (2020) = $11,490.29 remaining commission approval amount.

Contact Person: Debbie Tipton, 937-454-8204 Aviation/Administration & Finance (Department/Division) 11/19/19 (dt) (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

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

Zonika Williams — CF Prepared by 11/27/19 — Date CT20-2036 — CF/CT Number

11/25/19

CERTIFICATE OF FUNDS

CT19-2036
CORD #1

SECTION I - to be completed by User Department

_____ New Contract _____ Renewal Contract x Change Orders

Contract Start Date	06/08/18
Expiration Date	05/01/20
Original Commission Approval	$ 305,724.00
Initial Encumbrance	$ 187,233.71
Remaining Commission Approval	$ 118,490.29

Original CT/CF	CT18-2036
Increase Encumbrance	$ 47,000.00
Decrease Encumbrance	
Remaining Commission Approval	$ 71,490.29

Required Documentation

_____	Initial City Manager's Report
_____	Initial Certificate of Funds
_____	Initial Agreement/Contract
X	Copy of City Manager's Report
x	Copy of Original Certificate of Funds

Amount: **$ 47,000.00**	Amount:
Fund Code **51000** - **3224** - **1157** - **43** - ___ - ___ (Fund Org Acct Prog Act Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security Inc

Vendor Address: 4977 Northcutt Pl (Street) Dayton (City) OH (State) 45414 (Zipcode + 4)

Federal ID: 311450776 Current: CT19-2036

Commodity Code: 96480 Previous: CT18-2036

Purpose: To increase funds for the remainder of 2019. This contract provides security services at the Dayton International Airport. Commission approval $305,724,00 less $77,233.71 (spent in 2018) = $228490.29 - $110,000 (2019) = $118,490.29 - $47,000 (this increase) = $71,490.29 remaining commission approval amount.

Note address changed effective 4-1-19

Contact Person: Mike Etter / Debbie Tipton — 937-454-8328 / 937-454-8204

Aviation/Administration & Finance (Department/Division) 7/30/19 (dt) (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

[signature] — Finance Director Signature 8-6-19 — Date

[signature] — CF Prepared by 8/5/19 — Date CT19-2036 — CF/CT Number

CORD #1 8/2/19 SM

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

_____ New Contract x Renewal Contract _____ Change Orders

Contract Start Date	06/08/18
Expiration Date	05/01/20
Original Commission Approval	$ 305,724.00
Initial Encumbrance	$ 90,000.00
Remaining Commission Approval	$ 215,724.00
Original CT/CF	**CT18-2036**
Increase Encumbrance	$ 110,000.00
Decrease Encumbrance	
Remaining Commission Approval	$ 105,724.00

Required Documentation

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

Amount: **$ 110,000.00**	Amount:
Fund Code **51000** - **3224** - **1157** - **43** - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security Inc

Vendor Address: 2710 Dryden Rd (Street) Moraine (City) OH (State) 45439 (Zipcode + 4)

Federal ID: 311450776

Commodity Code: 96480 Previous: CT18-2036

Purpose: To encumber funds for 2019. This contract provides security services at the Dayton International Airport. Commission approval $305,724,00 less $90,00 (2018) = $215,724 - $110,000 (2019) = $105,724.00 remaining commission approval amount.

Contact Person: Mike Etter / Debbie Tipton (937-454-8328 / 937-454-8204) Aviation/Administration & Finance (Department/Division) 12/3/18 (dt) (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [signature] Date: 12-13-18

CF Prepared by: Carson J. Dornenburg Date: 12-13-2018 CF/CT Number: CTP-2036

12/13/18 [initials]

CERTIFICATE OF FUNDS CT 18-2036

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

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	06/06/18
Expiration Date	05/01/20
Original Commission Approval	$ 305,724.00
Initial Encumbrance	$ 90,000.00
Remaining Commission Approval	$ 215,724.00

Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

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

Amount: $90,000	Amount:
Fund Code 51000 - 3224 - 1157 - 43 - ___ - ___ (Fund Org Acct Prog Act Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security Inc.

Vendor Address: 2710 Dryden Road, Moraine, Ohio 45439
Street City State Zipcode + 4

Federal ID: 311450776

Commodity Code: 96480 Previous:

Purpose: These funds are for the provision of security services by Moonlight Security at the Dayton International Airport as provided for in the attached services agreement.

Contact Person: Mike Etter Aviation/Police 454-8328 (Department/Division) 5/21/2018 (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 appropirated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

for Finance Director Signature — Date 5/25/2018

CF Prepared by — Date 5/25/18 — CF/CT Number CT18-2036

5/24/18 gm

City Manager's Report

2.

From 3224 - Aviation/AP Police

Date June 6, 2018

Expense Type Service Agreement

Total Amount $305,724.00 thru 05/1/2020

Supplier, Vendor, Company, Individual

Name Moonlight Security Inc.

Address 2710 Dryden Road
Moraine, OH 45439

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3224-1157-43	$305,724.00

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

Description

PROFESSIONAL SERVICES AGREEMENT FOR SECURITY SERVICES

The Department of Aviation requests permission to enter into a Professional Services Agreement with Moonlight Security Inc. Under this Agreement, Moonlight Security will provide one unarmed security officer at the Cargo Road entrance gate at the Dayton International Airport. Duties include verification of identification and authorization to enter the secured area of the airport. Moonlight Security will conduct inspections of vehicles and delivery materials accessing the gate.

The Department of Aviation recommends the approval of a contract with Moonlight Security for security guard services at the Dayton International Airport's facilities and events. Moonlight Security was chosen through a Request for Proposal process. The RFP had two sections, one for Public Works general and the one for the DIA, due to the nature of security needs within the City; and stated that the RFP could be awarded to one or multiple vendors depending upon what was best for the City. Eight out of the 18 companies solicited submitted a proposal in which Moonlight Security scored the highest for the general security needs and was within two points of the highest for the Dayton International Airport. It was determined that having a uniformed security provider throughout the City was in the City's best interest and therefore Moonlight Security is recommended for award. This Agreement shall commence upon execution and shall have an initial term which expires on May 1, 2020, unless terminated earlier. This agreement has a renewable option for three (3) additional twelve (12) month terms. Total expense of this agreement in the initial term shall not exceed $305,724.00.

The Agreement was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of $90,000.00 for 2018 is attached.

Signatures/Approval

Division

Suzanne Beck
Department

[signature]
City Manager

Approved by City Commission

Rachella Lavender
Clerk

June 6, 2018
Date

FORM NO. MS-16

Updated 8/2016

Security Agreement

From

2710 Dryden Road
Moraine, OH 45439
(937)252-1600
moonlightinc@att.net

For

City of Dayton
101 W. Third Street
Dayton, OH 45402
Department of Aviation
3600 Terminal Drive, Suite 300
Dayton, OH 45377
937-454-8212

SERVICE AGREEMENT
FOR
MOONLIGHT SECURITY INC.

This Agreement is made by and between **MOONLIGHT SECURITY INC.**, 2710 Dryden Road Moraine, Ohio 45439, ("**MSI**") and The City of Dayton on behalf of its Department of Aviation, ("**Client**"). In consideration of the mutual promises brought together by MSI and the Client contained herein, the parties hereto agree to the following:

DEFINITIONS

Equipment - Supplies provided by MSI that includes, but is not limited to a uniform, badge, paperwork, pagers and/or cellular phones, OC spray, expandable baton, nametag, state issued green card, and training.

Payment Terms - 30 day net per invoice.

Rate – The price for the Work, as quoted in Article Two of this Agreement.

Term – As defined in Article Six.

Scope of Work – The performance of all services and the provision of all labor, supplies, equipment and materials as agreed upon by the Client. The Scope of Work is attached hereto as Schedule A.

ARTICLE ONE: SCOPE OF WORK

MSI shall provide security services as agreed upon by the Client, reflected in Schedule A.

ARTICLE TWO: COMPENSATION; RATE

MSI shall be compensated at the Rate of Seventeen Dollars and Forty-Five Cents ($17.45) for each Security Officer(s) per hour for performance of the Work. MSI shall render the Work in a professional manner to the best of its ability at such times, at such locations, and in such a manner as the Client and MSI shall mutually agree, and as reflected in Schedule A. Weekly hours will be decided by the Client and are subject to change at the Client's request.

MSI shall submit to the Client, not more frequently than monthly, a monthly invoice detailing the number of staff, hours worked, and dates to the following:

City of Dayton, Department of Aviation
Attn: Chief of Police
3600 Terminal Drive, Suite 300
Vandalia, OH 45377

ARTICLE THREE: UNIFORMS

MSI shall provide uniforms to its employees at MSI's expense. All Security Officers are required to wear a black or white shirt and black pants, with nametag, badge and company patches. In the event of cold or rainy weather, employees will still be noticed as described above by a hat or the rear of their jacket. In the event an MSI employee is not presentable in his/her uniform, notification from Client to MSI is requested. The matter will be corrected immediately and another officer will be stationed at Client's location temporarily.

ARTICLE FOUR: EQUIPMENT, MATERIALS, AND SUPPLIES

MSI shall provide Equipment and supplies needed for its employees to perform the Work as requested by the Client.

ARTICLE FIVE: INDEMNIFICATION

MSI shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of MSI and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE SIX: TERM AND TERMINATION

1. The Agreement shall commence upon execution by Client and it shall terminate on May 1, 2020. Client will have the option for three (3) 1-year extensions to this Agreement, exercisable at Client's sole discretion. Client reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 15. Actual dates of service will start when agreed upon by MSI and Client and shall terminate upon Client's request in accordance with Section 3 of this Article.

2. This Agreement may be terminated by the Client upon written notice in the event of substantial failure by MSI to perform in accordance with the terms of this Agreement. A "substantial failure' to comply with a contract term means that there has been a major, or significant, breach of that term. MSI shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In addition, this Agreement may be immediately terminated in the event of or under any of the following circumstances:

a) A receiver for MSI's assets is appointed by a court of competent jurisdiction.
b) MSI is divested of its rights, powers, and privileges under this Agreement by operation of law.
c) MSI'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 MSI to remedy such failure within thirty (30) days from the date of written notice from Client.
d) MSI's violation of any applicable federal, state, or local laws, ordinances rules and/or regulations applicable to the Project and construction thereof or Services required by this Agreement.

In the event of termination, the Client shall not be obligated to pay for any Services performed or materials procured subsequent to the effective date of termination, and, upon such payment, MSI shall provide to the City copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials, whether completed or in process. Any such termination shall not relieve MSI of any liability to the Client for damages sustained by virtue of any breach by MSI. The Client will be under no further monetary obligation or commitment to MSI.

In the event of termination, the Client may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

3. Either party may terminate this Agreement by serving upon the other party a mandatory 30-day written notice at the address noted in Article Twenty-One of this Agreement.

ARTICLE SEVEN: GENERAL REQUIREMENTS FOR GUARDS

All personnel assigned to work at Client's facility shall:

1. Have a minimum of a high school diploma or GED certificate;
2. Be licensed by the State of Ohio to perform security guard services;
3. Be a minimum of 18 years of age, insured and bondable;
4. Be able to produce a current "Security Guard" license or copy of a submitted application for such license on demand. Said license must be issued through MSI.
5. Be able to exchange and understand written and verbal communications and prepare proper reports, to the satisfaction of Client.

ARTICLE EIGHT: GOVERNING LAW and JURISDICTION

This agreement and any modifications, alterations, and/or amendments shall be governed and enforced under the laws of the State of Ohio. Should either party bring suit against the other party for an alleged violation of the terms of this Agreement, both parties agree that the proper venue for jurisdiction shall be the Common Pleas Court of Montgomery County, Ohio, or the United States District Court at Dayton, Ohio.

ARTICLE NINE: MODIFICATION

This Agreement embodies the entire scope of agreement by the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either written or oral, between the parties of this Agreement. This agreement may only be modified in a writing mutually executed by MSI and the Client attached to this Agreement.

ARTICLE TEN: Not Used

ARTICLE ELEVEN: COMPLIANCE

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

ARTICLE TWELVE: EQUAL EMPLOYMENT OPPORTUNITY

MSI 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.

ARTICLE THIRTEEN: INSURANCE

MSI is licensed and insured as required by the laws of the State of Ohio. The Client may request a copy of such license at any time during the duration of this Agreement. During the term of this Agreement, MSI 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 $2,000,000 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.
5. Contractor shall maintain errors and omissions insurance in the amount of $1,000,000.00.

MSI shall 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 FOURTEEN: DISCIPLINE AND PERFORMANCE

Unless otherwise provided in this Agreement, MSI shall provide all labor, materials, equipment and supplies necessary for proper execution and completion of the Work. MSI shall enforce strict discipline and good order among employees carrying out this Agreement. MSI shall perform all Work in a professional, effective, reasonable manner and all Work shall be of expected quality as set forth in this Agreement.

ARTICLE FIFTEEN: AGREEMENT AMENDMENTS

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 Aviation is authorized to extend the term of this Agreement for the City.

ARTICLE SIXTEEN: PENDING REGISTRATION WAIVER

This waiver notice is to inform the Client that MSI may have a pending registration application in process with the Ohio Department of Public Safety, Division of Homeland Security for the security personnel assigned to your place of business, per this Agreement.

As provided by the Ohio Revised Code Section 4749.06, a licensed Private Investigator/Security Guard service company is required to register all of its guards and investigators, in its employ, with the Ohio Department of Public Safety, Division of Homeland Security. This registration process may take several days. However, Ohio law provides that during the registration process period, unarmed registration applicants may be placed at the Clients location provided the Client is notified and given an opportunity to be made aware of the current situation concerning a pending registration.

By signing this agreement, the Client agrees to permit MSI's personnel to perform their duties during the time of the registration process.

ARTICLE SEVENTEEN:POLITICAL CONTRIBUTIONS

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

ARTICLE EIGHTEEN: SEVERABILITY

Any provision of this Agreement which is prohibited and/or held to be unenforceable shall be ineffective to the extent of such prohibition or unenforceable without however, invalidating the remaining provisions hereof or affecting the validity or enforceability of such remaining provisions.

ARTICLE NINETEEN: BINDING EFFECT

The terms of this Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by MSI and Client, and their respective successors and/or assigns.

ARTICLE TWENTY: WAIVER

The waiver of MSI of any breach of any provision of this Agreement must be in writing and shall not be construed as, or constitute a continuing waiver, or a waiver of any breach of any provision of this Agreement.

ARTICLE TWENTY-ONE: NOTICES

All notices, requests, demands, and other communications provided for or permitted in this Agreement shall be in writing and shall be deemed to have been properly delivered when such notice is hand-delivered or sent be certified or registered U.S. Mail, postage prepaid, return receipt requested, or by delivery by a nationally recognized overnight delivery service, addressed to the parties at their respective addresses as follows:

IF TO MSI:

Todd Pultz
Moonlight Security, Inc.
2710 Dryden Rd.
Moraine, Ohio 45439

IF TO CLIENT:

Director of Aviation
Dayton International Airport
3600 Terminal Drive, Suite 300
Dayton, Ohio 45377

ARTICLE TWENTY-TWO: REFORMATION

In the event that any provision of this Agreement should be determined by a court of competent jurisdiction to be unenforceable, is shall be reformed to comply to be enforceable without destroying this Agreement and its enforceable provisions.

ARTICLE TWENTY-THREE: INDEPENDENT CONTRACTOR

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

MSI, its employees and any persons retained or hired by MSI 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, MSI 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.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

SIGNATURES HEREON SHALL ACT AS AN AGREEMENT BETWEEN BOTH PARTIES FOR ALL RIGHTS, DUTIES, AND OBLIGATIONS INCURRED BY WAY OF THIS AGREEMENT. PERSON(S) SIGNING ABOVE "CLIENT" HAS FULL AUTHORITY OF CLIENT TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT REMAINS BINDING REGARDLESS OF SIGNEES POSITION THROUGHOUT THE TERM OF THE AGREEMENT.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14 Day of June, 2018

CITY OF DAYTON, OHIO

By: _____

TITLE: Deputy City Manager

MOONLIGHT SECURITY, INC.

_____

Todd Pultz, Vice President Operations

APPROVED AS TO FORM AND CORRECTNESS:

for _____

City Attorney SRB LJB

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

June 6, 2018

Min./Bk.: T-15 Page: _____

_____

Clerk of the Commission

SCHEDULE A
SCOPE OF WORK

Moonlight Security will provide unarmed security officers who will provide services at the direction of the Chief of Airport Police or his/her designee. They will meet all screening requirements set forth in this Scope of Work presented by the City of Dayton.

All personnel employed must be physically capable of performing all assigned tasks including standing for extended periods of time. Work schedule and hours per week will be at the discretion of the City of Dayton. It is imperative the City of Dayton has the ability to contact at all times the security guard on duty. MSI must provide either pager(s) and/or cellular telephone(s) to their employees. This equipment must be in good working order and turned on during the security worker's entire work shift.

The contractor shall use security personnel having knowledge and proficiency in public relations. Tact, politeness and alertness are prime requirements for this work. At times it may be necessary to attend a function where tension is present and personnel must be comfortably able to address a variety of situations. Personnel supplied are to be sufficiently rested as that sleeping is not acceptable on the job. Personnel must be capable of walking and climbing stairs extensively and have sufficient physical stamina to perform these duties. In addition, personnel performing security services must meet the following criteria:

The contractor shall provide security personnel with special emphasis on fire, theft, and vandalism prevention. Personnel shall be responsible for monitoring security monitors and/or security systems. Security personnel must be able to exchange and understand written and verbal communications with Airport Operations, Police and Fire personnel, and prepare proper reports concerning vandalism, theft, trespassing complaints, etc.

Security personnel shall be proactive in preventive measures. Security personnel shall possess a working knowledge of security practices, methods of crowd control, fire, safety regulations, and advanced first aid. Security workers must also possess knowledge of Federal, State and City regulations, laws, and the Airport Security Plan as they pertain to the conduct of persons and employees accessing secured areas or using public structures and related premises. Security personnel must be able to respond calmly, quickly (which includes the ability to go up and downs stairs as needed), in a positive manner appropriate to all situations including emergencies.

The City of Dayton retains the right to refuse any personnel supplied by the contractor if that person does not meet the requirements established by these specifications, or, in the opinion of the City of Dayton, the person is incapable of performing the assigned tasks. The City of Dayton may, for just cause, request replacement of a particular security worker on duty.

Individuals shall provide daily customer service oriented security service to the Dayton International Airport by staffing one access location with the option of a second access location at a later date.

Daily Security Duties May Include:

Vehicle Access Gate (Outside) Seven Days a Week/24 Hours a Day

1. Conduct verifications of vehicles, operators and passengers to insure proper identification and access authority.
2. Inspect all vehicles entering the secured area.
3. Conduct thorough inspections of vendors making deliveries to the airport.
4. Manually operate access gate when needed.
5. Report any suspicious activity to Airport Police.

Individuals must pass a Security TSA Background check.
Provide additional security support as needed within 24-hour notification.
Access to Airport Property:

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the airport. (See Airport Security Badges section below.) MSI and its employees are subject to such employment investigations, including criminal history record checks that the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. MSI and its employees, invitees and all other persons under the control of MSI must comply strictly and faithfully with any and all rules, regulations and directions which the Airport Police Chief/Security Coordinator, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations. The airport can refuse to issue or revoke a security access badge pursuant to applicable laws, rules, regulations, policies and procedures.

Airport Security Badges- MSI must obtain from the airport badging office Airport Security Badges for any person working at the airport on MSI's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge or a badged escort. The fee to obtain an Airport Security Badge is $100 per person. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Airport Police Chief/Security Coordinator may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). MSI is responsible for requesting and completing the form for each person who will be working at the Airport on MSI's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Airport Police Chief/Security Coordinator or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Airport Police Chief/Security Coordinator may grant or deny the application in his sole discretion. In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required.

The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA. Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area. In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- All individuals must wear and visibly display their Airport Security Badges on their outer apparel, above the waist, at all times while at the Airport.
- All individuals operating a vehicle on the Aircraft Operations Area ("**AOA**") must be familiar and comply with motor driving regulations and procedures of the State of Ohio, City of Dayton and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport.
- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.
- The orientation class can last up to two hours.

MSI's personnel who function as supervisors, and those that escort MSI's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

SCHEDULE B
AUTHORIZED PERSONS FOR SCHEDULE CHANGES

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

1. _____ Title: _____

2. _____ Title: _____

3. _____ Title: _____

4. _____ Title: _____

5. _____ Title: _____

BACK

City Manager's Report

4.

From **2600 - Economic Development**

Date April 22, 2020

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount $250,000.00 thru 12-31-2022

Name **Terracon Consultants, Inc.**

Address **611 Lunken Park Drive**
Cincinnati, Ohio 45226

Fund Source(s)	Fund Code(s)	Fund Amount(s)
ODSA Gas Station Cleanup Grant	28294-2600-1159-41	$250,000.00

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

Description

Professional Services Agreement

The Department of Economic Development requests approval to enter into a Professional Services Agreement with Terracon Consultants, Inc. (Consultant) in the amount of $250,000.00. Consultant will perform certain tasks associated with the remediation of the former Omega Oil property located at 2036 N. Gettysburg Avenue (Site). The project is funded by an Ohio Abandoned Gas Station Cleanup Program Grant, which was accepted by the City Commission on December 11, 2019 by Resolution 6460-19.

Specifically, Consultant shall subcontract the removal of abandoned underground storage tank(s), demolition of the remaining dilapidated structures, and final grading of the cleared Site in accordance with the City's standard construction specifications. Consultant will also provide BUSTR Tier 1 and Tier 2 reports, Ohio Voluntary Action Program ("VAP") reporting, oversight of the field work, and related project management services.

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

The Agreement is effective as of the date of execution and will expire on December 31, 2022.

A map and a Certificate of Funds for $250,000.00 is attached.

Signatures/Approval

Division Ford P. Weber

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2551

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

x New Contract _____ Renewal Contract _____ Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2022
Original Commission Approval	$ 250,000.00
Initial Encumbrance	$ 250,000.00
Remaining Commission Approval	$ -

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 250,000.00	Amount:
Fund Code 28294 - 2600 - 1159 - 41 - -	Fund Code XXXX - XXXX - 1424 - 41 - XXXX - XXXX
Fund / Org / Acct / Prog / Act / Loc	Fund / Org / Acct / Prog / Act / Loc
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund / Org / Acct / Prog / Act / Loc	Fund / Org / Acct / Prog / Act / Loc

Attach additional pages for more FOAPALs

Vendor Name: Terracon Consultants, Inc.

Vendor Address: 611 Lunken Park Drive (Street) Cincinnati (City) Ohio (State) 45226 (Zipcode + 4)

Federal ID: 42-1249917

Commodity Code: 90665

Purpose: Consultant will perform certain tasks associated with the remediation of the former Omega Oil property located at 2036 N. Gettysburg Avenue

Contact Person: Jill Bramini Economic Development (Department/Division) 3/26/2020 (Date)

Originating Department Director's Signature: Fred P. Weber

SECTION II - to be completed by the Finance Department

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

Finance Director Signature — Date: 04/07/2020

CF Prepared by — Date: 04/02/2020 — CF/CT Number: CT20-2551

4/6/2020 mlw 3-31-2020

PROFESSIONAL SERVICES AGREEMENT
Omega Oil Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into between the City of Dayton, Ohio (hereinafter the "City"), a municipal corporation in and of the State of Ohio, and Terracon Consultants, Inc., a Delaware corporation with offices at 611 Lunken Park Drive, Cincinnati, Ohio 45226 (hereinafter the "Consultant").

WITNESSETH:

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 land redevelopment, reuse, and revitalization are key components; and,

WHEREAS, The United States Environmental Protection Agency ("EPA") awarded a Brownfield Assessment Grant to the City in 2016; and,

WHEREAS, The City required certain professional services related to the EPA grant, including environmental assessments of suspected or potential brownfield sites; and,

WHEREAS, The Department of Economic Development selected the Consultant to provide those services through a competitive Request for Proposal process; and,

WHEREAS, As a result of services performed by Consultant, at the direction of the City under the EPA Brownfield Assessment grant program, the City subsequently received an Ohio Abandoned Gas Station Clean Up Grant ("Grant") for the former Omega Oil site located at 2036 N. Gettysburg Avenue; and,

WHEREAS, The City now requires additional professional services in order to complete the clean-up project that was contemplated in the Grant application; and,

WHEREAS, The Consultant is willing to continue performing the professional services and represents that its staff is fully qualified and available to perform the services.

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

ARTICLE 1. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant will perform certain tasks associated with the remediation of the former Omega Oil property located at 2036 N. Gettysburg Avenue ("Site") in connection with the City's Grant ("Project"). Specifically, Consultant shall subcontract the removal of abandoned underground storage tank(s), demolition of the remaining concrete slabs, and final grading of the cleared Site in accordance with the City's standard construction specifications. Consultant will also provide BUSTR Tier 1 and Tier 2 reports, Ohio Voluntary Action Program ("VAP") reporting, oversight of the field work, and related project management services. Consultant will assist with any related reporting requirements, if needed, and make every reasonable effort to obtain a "No Further Action" letter for the Site. The City's Grant is incorporated into this Agreement by reference herein. Consultant is subject to applicable provisions of the Grant, as they relate to the successful completion of the Project.

This Project was solicited with a 0.2% Minority Owned Business Enterprise ("MBE") and 0.3% Women Owned Business Enterprise ("WBE") participation. Consultant will ensure that these goals are met and provide the City with monthly written documentation of the MBE/WBE participation. The Project

solicitation also required Consultant to use a laboratory certified under the Ohio VAP, and to have a VAP "Certified Professional" ("CP") as part of the Project team. Consultant agrees to use a VAP CP and a VAP-certified laboratory for any material analysis associated with the Project.

Because time is of the essence in performance of the services herein, the Consultant shall begin work as soon as possible upon written notice by the City. All services performed by the Consultant will comply with applicable Environmental Review Standards under the National Environmental Policy Act ("NEPA") and all other applicable federal, state, and local laws, regulations, and policies.

ARTICLE 2. TERM AND TERMINATION

This Agreement is effective upon execution by the City and will expire December 31, 2022, unless extended or terminated by mutual agreement of the parties.

In the event of substantial failure by the Consultant in performance of this Agreement, or for the City's convenience, the City may terminate this Agreement upon providing thirty (30) days written notice to the Consultant. If substantial failure is the basis for termination, then the Consultant will have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the City. If a plan for cure is not accepted, then this Agreement will terminate immediately and the City's sole obligation to Consultant shall be to pay the Consultant for services rendered at the time of such termination. If termination is for the City's convenience, the City shall pay the Consultant for all accepted services performed prior to termination. In either event, the Consultant shall terminate the services according to a schedule acceptable to the City.

ARTICLE 3. COMPENSATION

Total remuneration in this Agreement shall not exceed Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) for the services provided. The City shall pay the Consultant according to the 2020 billing rate schedule attached as Exhibit A, which is incorporated herein by reference.

The Consultant will submit, not more frequently than monthly, invoices for payment of the Services provided. The invoices shall specify the invoice period, state the total amount requested, detail the work and services performed and hours dedicated to performance of same, and be accompanied by supporting information and records that substantiate the invoice amount. The City shall pay the invoices within thirty (30) days from receipt thereof, unless disputed.

ARTICLE 4. PROFESSIONAL QUALIFICATIONS, SERVICES AND STANDARDS

The Consultant represents that it is qualified and permitted by law to perform the services required hereunder and that it has, and will maintain, adequate facilities and sufficient personnel to perform the services. The Consultant represents and warrants that all personnel engaged in the performance of the services to be provided are qualified and permitted to do the work assigned. The Consultant shall furnish the City with a certified statement setting forth the technical qualifications and the general and specific experience in the area of environmental assessment and remediation, together with other substantiating information as to the Consultant and its agents' and employees' qualifications and experience.

The services to be performed under this Agreement, including reports, surveys, drawings and professional renderings, shall be in compliance with all applicable federal, state, and local laws, regulations or orders, and agency association standards or other standards governing the performance of the professional services to be provided hereunder. The Consultant and its employees, agents, and/or contractors performing the services under this Agreement 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 like or similar circumstances.

All memorandums shall be submitted to the City in draft form. The City reserves the right to request changes and/or modifications to the draft memorandums before accepting any final memorandums.

All work is to be completed in accordance with all applicable local, state, or federal regulations. Additionally, all "field" personnel must comply with OSHA Health and Safety Training requirements per 29 CFR 1910.120. A Health and Safety Plan shall be completed before commencing work, if applicable.

ARTICLE 5. LIABILITY AND INDEMNIFICATION

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

The parties hereto specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City will not, under any circumstances, be liable or responsible for any acts, errors, or omissions of the Consultant, nor will the City, under any circumstances as a result of meetings and consultations and decisions resulting therefrom, be liable or responsible for any damages or additional costs incurred by the failure of the Consultant to perform its duties as set forth in this Agreement; nor will the City, by participating in meetings and consultations with the Consultant and the decisions resulting therefrom be, in any degree or to any extent, liable for technical decisions of any kind or nature, or be liable for decisions relative to design, environmental remediation, assessments, or specifications, such responsibility remains that of the Consultant.

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

ARTICLE 6. INSURANCE

During the performance of the services under this Agreement, the 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 and Zero Cents ($1,000,000.00) per occurrence and One Million Dollars and Zero Cents ($1,000,000.00) aggregate.
(2) Automobile liability insurance, with a combined single limit of One Million Dollars and Zero Cents ($1,000,000.00) per person and One Million Dollars and Zero Cents ($1,000,000.00) 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 and Zero Cents ($500,000.00) per occurrence.
(4) Professional liability insurance with a limit of One Million Dollars and Zero Cents ($1,000,000.00) per claim and Two Million Dollars and Zero Cents ($2,000,000.00) aggregate
(5) Contractor's pollution liability insurance, with a limit of One Million Dollars and Zero Cents ($1,000,000.00) per claim and Two Million Dollars and Zero Cents ($2,000,000.00) aggregate.

The Consultant shall name the City, and its elected officials, officers, employees, and agents, as an additional insured on all insurance policies furnished and maintained pursuant to items (1) and (2) above. The Consultant shall provide the City with a certificate of insurance before commencing work. The Consultant must maintain the policies in good standing for the duration of the Project. The Consultant shall provide the City certificates of insurance that include a provision that such insurance will not be canceled without at least thirty (30) days written notice to the City, demonstrating compliance with this Article. The City's examination of, or failure to request or demand, any evidence of insurance hereunder,

will not constitute a waiver of any requirement of this Article, and the existence of any insurance will not limit the Consultant's obligations under provisions hereof.

All project contractors and subcontractors are required to include the City and the Consultant as additional insureds on their commercial liability insurance policies, and are required to defend, indemnify, and hold harmless the City and the Consultant from the contractor's negligence.

ARTICLE 7. OWNERSHIP OF WORK PRODUCT

All documents, including without limitation, all writings, drawings, blueprints, pictures, recordings, notes, data reports, computer or machine-readable data (including ground water modeling information) and all copies or reproductions thereof, or other information received or generated in the performance of this Agreement will be considered work made for hire and the sole and exclusive property of the City. The Consultant shall not use the documents now or in the future for any purpose without the prior written permission of an authorized City employee.

The Consultant shall deliver the documents to the City and shall maintain the documents as strictly confidential. The Consultant shall not disclose the documents to others, including individuals, 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 8. 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 contract as fully as if specifically rewritten herein and that failure to comply therewith will constitute a breach hereof.

ARTICLE 9. 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 subsection. 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 approved subcontractor performing 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. Further, Consultant shall be responsible to withhold and pay, or cause such agents and subcontractors 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 10. MISCELLANEOUS CONDITIONS AND OBLIGATIONS

All work that does not conform to all applicable local, state, or federal regulations will not be accepted. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through

carelessness, or any other cause found to exist prior to final acceptance of the work, shall be corrected or removed immediately and completed or replaced in an acceptable manner at the Consultant's expense. If contractors are involved in any part of the services provided hereunder, a representative of the Consultant must be onsite to ensure compliance with the provisions in this Agreement. The Consultant is also responsible for any work completed that is not authorized in writing by the City.

The Consultant shall apply for and obtain all necessary permits and manifests, and file any other necessary paperwork. If applicable, the Consultant will be required to field locate all existing utilities prior to the start of work at the Project site. The Consultant will contact the Ohio Utilities Protection Service ("OUPS") at least 72 hours (3 work days) prior to the start of work. The Consultant shall notify all other entities that might have underground utilities in the area and are non-members of OUPS.

ARTICLE 11. SITE RESPONSIBILITY

The City hereby provides a temporary Right-of-Entry for the Site to the Consultant and their subcontractor(s) for the purpose of the Project. The presence of the Consultant's representative will not relieve any such contractor, other professional, or consultant of its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project.

ARTICLE 12. SITE OPERATIONS

The Consultant shall only be responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions on the property owned or leased by the City or third parties to the extent such damage or loss is a result of the Consultant's negligence.

ARTICLE 13. SAMPLES AND WASTES

Samples are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If the samples or wastes resulting from the services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive or toxic substances, pollutants, or their constituents, the Consultant, at the City's direction and expense, will transport such samples, wastes, soils, or materials to an appropriate location for final disposal.

ARTICLE 14. UNANTICIPATED CONDITIONS

The City will inform the Consultant in writing of all known asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive, or toxic substances, pollutants, or their constituents and conditions existing on or near a project site that present a potential danger to health, the environment, or the Consultant's equipment or personnel prior to commencement of the services. If the Consultant encounters such conditions that were not reasonably anticipated or that increase the risk or cost, or both, involved in the Consultant's performance of the services, upon notice to the City, the Consultant, in its sole discretion, may (i) suspend the performance of the services and submit a change order request to be signed by the City prior to proceeding or (ii) discontinue the performance of the services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or the Consultant's equipment or personnel, the Consultant will immediately inform the City, so that the City can notify the appropriate government authorities.

ARTICLE 15. COUNTERPARTS

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

ARTICLE 16. GENERAL PROVISIONS

A. 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 Project.

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

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

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

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

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

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

Consultant: Kevin Reid, Senior Project Manager
Terracon Consultants, Inc.
611 Lunken Park Drive
Cincinnati, Ohio 45226

The City: City of Dayton, Ohio
Department of Economic Development
101 W. Third Street
Dayton, Ohio 45402

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

ARTICLE 17. POLITICAL CONTRIBUTIONS

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

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

WITNESSED BY:

_____

TERRACON CONSULTANTS, INC.

By _____

Its: Senior Principal

CITY OF DAYTON, OHIO

_____

City Manager

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

City Attorney

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____

Clerk of the Commission

Exhibit A

Revised Cost/Price/Lump Sum Fee

Terracon's proposed rates for the City of Dayton's Term contract for years 2020 through 2022. We strive to identify and implement cost control strategies even at the expense of potential revenue. Terracon proposes the following revised fee schedule for this project.

Personnel Rates

Principal	$195	/hour
Certified Professional	$180	/hour
Senior Project Manager	$150	/hour
Project Manager	$115	/hour
Project Engineer/Geologist/Scientist	$115	/hour
Staff Engineer/Geologist/Scientist	$95	/hour
Field Engineer/Geologist/Scientist	$75	/hour
Field Technician	$65	/hour
Certified Industrial Hygienist	$145	/hour
Industrial Hygienist Technician	$75	/hour
Certified Asbestos Hazard Abatement Specialist	$70	/hour
Certified Management Planner	$95	/hour
Project Designer	$115	/hour
CADD Operator	$105	/hour
Office Support Staff	$55	/hour

General

Support Vehicle	$60	/day
Support Vehicle Mileage*	$0.56	/day
Personal Vehicle mileage*	$0.56	/mile
Level "C" PPE	$105	/person//day
Pipe Cable Locator	$41	/day
MiniRAE PID	$75	/day
55-Gallon Drum	$75	/DM
Water Level Indicator	$50	/day
Interface probe	$75	/day
Disposable bailer (2")	$12	/each
Disposable bailer (1")	$10	/each
Nitrile Gloves	$28	/box
Bailer Twine	$8	/roll
Traffic Control Equipment	$50	/day
Survey Equipment	$75	/day
Well Development Pump	$75	/day
Well Development/Sampling Tubing	$0.50	/foot
Flow Through Cell (Low Flow Sampling)	$150	/day
Water Quality Meter	$35	/day
Hand Auger	$25	/day
Subcontractor Services	Cost +	15%

*Mileage expense will be in accordance with the IRS regulations and will be adjusted accordingly to reflect the current mileage rate expense.

By: ...Ms. Whaley..... No: ...6460-19.....

A RESOLUTION

Authorizing the City Manager to Accept Funding from the State of Ohio in the Maximum Amount of Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Ohio Development Services Agency ("State"), oversees the Abandoned Gas Station Cleanup Grant Program, which provides grant funding to assist municipalities with the demolition and cleanup of abandoned gas stations; and,

WHEREAS, The City of Dayton ("City") and the State desire to enter into a Grant Agreement ("Grant Agreement"), a form of which is attached to and incorporated into this Resolution as Exhibit A, whereby the State has agreed to provide the City with a maximum grant amount of Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) to fund the demolition and cleanup of the abandoned gas station located at 2036 N. Gettysburg Avenue, Dayton, Ohio 45405 ("Project"); and,

WHEREAS, This Commission of the City of Dayton ("Commission") finds it in the best interest of the City to accept this award of grant funding; and,

WHEREAS, To provide for the timely acceptance of the grant funds and for the immediate preservation of the public property, health and safety, and the usual operations of City 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 the City Manager, or her designee, is authorized and directed to execute any and all documents, including the Grant Agreement attached as Exhibit A, on behalf of the City, which are necessary to accept an amount of Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) from the State.

Section 2. 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...Dec. 11....., 2019

SIGNED BY THE MAYOR...December 11....., 2019

Nan Whaley

Mayor of the City of Dayton, Ohio

ATTEST:

Rashella Lavender

Clerk of Commission

APPROVED AS TO FORM:

City Attorney

Google Maps 2036 N Gettysburg Ave

Imagery ©2019 Google, Map data ©2019 Google 100 ft

BACK

City Manager's Report

5.

From 6450 - PW/Civil Engineering

Date April 22, 2020

Expense Type Award of Contract

Total Amount $2,311,082.51 thru 8/14/21

Supplier, Vendor, Company, Individual

Name John R. Jurgensen Company

Address 1780 Enon Road
Springfield, Ohio 45502

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Issue 9 Residential Resurfacing	40030-6450-1428-54	$2,254,998.00
Storm Capital Funds	58002-3420-1424-54-ST1001	$ 20,860.00
Sanitary Capital Funds	55004-3420-1424-54-SF1001	$ 20,860.00
Water Capital Funds	53003-3420-1424-54-WF1004	$ 14,364.51

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

Description

2020 RESIDENTIAL ASPHALT RESURFACING I
(15% SBE & 5% MBE PARTICIPATION GOAL)

This project consists of the asphalt resurfacing of various streets throughout the city of Dayton. Work includes the grinding of existing asphalt, application of tack coat, asphalt, and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, John R. Jurgensen Company, in the amount of $ 2,311,082.51. This amount includes the base bid in the amount of $2,199,423.01, and Alternate No. 1, Contingency Allowance, in the amount of $111,659.50. The estimated cost for the project was $2,344,834.50. The time bid for completion is August 14, 2020.

This project is being funded using General Capital funds and Water Capital funds.

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

Signatures/Approval

Division
Keith Steiber for

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

ROUTING
DEPARTMENT OF PUBLIC WORKS
SLIP 4-3-2020

INSTRUCTIONS: Do Not Detach Correspondence - Indicate Origin by Circling Symbol - Use Consecutive Numbering For Routing

COPIES TO:

- ☐ Director - Public Works
- ☐ City Engineer 2
- ☐ Sec. to Director
- ☐ Business Office
- ☐ Pat Jones 1, 3, 6
- ☐ Lisa Moell
- ☐ Lana Hamby
- ☐ Brian Zamostny
- ☐ Design Bureau
- ☐ Construction Bureau
- ☐ Traffic Bureau
- ☐ Aviation
- ☐ Building Inspection
- ☐ Human Resources
- ☐ City Commission
- ☐ City Manager 5
- ☐ Civil Service
- ☐ Community Development
- ☐ Convention Center
- ☐ Economic Development
- ☐ Finance 4
- ☐ Fire
- ☐ Human Relations Council
- ☐ Information Technology
- ☐ Law
- ☐ Management & Budget
- ☐ Recreation & Youth Services
- ☐ Planning
- ☐ Police
- ☐ Purchasing
- ☐ Water
- ☐ Zoning

- ☐ Approval
- ☐ Checking
- ☐ Comment
- ☐ Compliance
- ☐ Correction
- ☐ Filing
- ☐ For Your Information
- ☐ Investigate
- ☐ Note and Route
- ☐ Recommendation
- ☐ Reply
- ☐ Report
- ☐ Required Action
- ☐ Retention
- ☐ Return
- ☐ Signature / s
- ☐ Initial / s

☐ Remarks:

Please email
Pat Jones
Thanks

Rf - 47 rev 11-2019

CT20-2554

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT ____ RENEWAL CONTRACT ____ CHANGE ORDER

Contract Start Date	April 22, 2020
Expiration Date	August 14, 2021
Original Commission Approval	$ 2,311,082.51
Initial Encumbrance	$ 2,311,082.51
Remaining Commission Approval	
Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

	Amount	Fund	Org	Acct	Prog	Act	Loc
(1)	$2,254,998.00	40030	6450	1428	54		
(2)	$20,860.00	58002	3420	1424	54	ST1001	
(3)	$ 20,860.00	55004	3420	1424	54	SF1001	
(4)	$ 14,364.51	53003	3420	1424	54	WF1004	

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Company (937) 882-6233

Vendor Address: 1780 Enon Road (Street) Springfield (City) OH (State) 45502 (Zipcode + 4)

Federal ID: 31-0578656

Commodity Code: 91831

Purpose: 2020 Residential Asphalt Resurfacing I
(15% SBE & 5% MBE Participation Goal)

Contact Person: Keith Steeber, City Engineer — Public Works/Civil Eng. (Department/Division) — (937) 333-3838 (Phone Number)

Originating Department Director's Signature: Keith Steeber for — 4/3/2020 (Date)

SECTION II - to be completed by the Finance Department

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

Finance Director Signature — 04/07/2020 (Date)

Jamita Williams — 04/06/2020 — CT20-2554

Finance Department

Dayton, Ohio
Department of Public Works
Division of Civil Engineering

Proposal Tabulation For: 2020 Residential Asphalt Resurfacing I
15%SBE & 5% MBE Participation Goal)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
March 5, 2020	$2,344,834.50	August 14, 2020

Bidders	Actual Amount Of Bid	Adjustment For Work Days	Adjustment For Comparison Purposes Only
*JR Jurgensen	$2,199,423.01	-0- August 14, 2019	$2,199,423.01
Barrett Paving Materials, Inc.	$2,788,421.50	-0- August 14, 2019	$2,788,421.50

***Awarded**
Revised 9/14/98

MEMORANDUM | DAYTON

March 20, 2020

TO: David Escobar, Senior Engineer
Public Works,
Civil Engineering

FROM: Chrisondra Goodwine, Contract Compliance Officer
Human Relations Council (HRC) C. G.

SUBJECT: **2020 Residential Resurfacing I**
(15% SBE % 5% MBE Participation Goal)

The apparent low bidder, John R. Jurgensen Co., submitted a bid utilizing one (1) PEP-certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that John R. Jurgensen Co. is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

The recommended company to receive the above-mentioned construction award is as follows:

PRIME CONTRACTOR	AMOUNT OF BASE BID	
John R. Jurgensen Co.	**$2,199,423.01**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
W.C. Jones Asphalt Paving Co.,	**$330,000.00**	**15% SBE**
W.C. Jones Asphalt Paving Co.,	**$110,000.00**	**5% MBE**

TOTAL COMMITTED PARTICIPATION	**15% SBE** **5% MBE**

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG

PEP-CERTIFIED 15% **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co

Address: 1780 Enon Road

City: Springfield State: OH ZIP: 45502

Telephone: 937 882-6233 Email: andy.shaffer@jrjnct.com

Primes Base Bid $ 2199423.01

Name of Project: 2020 Residential Resurfacing I

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones

PEP-Certified Firm's Tax ID#: 30-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 330 000.00	% 15%	$ 330 000.00
Materials	$ 239 000.00	% 10.87%	$ 239 000.00
Labor	$ 91000.00	% 4.13%	$ 91000.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Pete Flora, Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President
(Title of Bidder/Proposer's Authorized Agent)

3/5/2020
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP-CERTIFIED 5% **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.

Address: 1780 Enon Rd.

City: Springfield State: OH ZIP: 45502

Telephone: (937) 882-6233 Email: andy.shaffer@jrjnet.com

Primes Base Bid $ 2199423.01

Name of Project: 2020 Residential Resurfacing I

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones

PEP-Certified Firm's Tax ID#: 30-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 110000.00	% 5.0	$ 110000.00
Materials	$ 79670.00	% 3.622	$ 79670.00
Labor	$ 30330.00	% 1.378	$ 30330.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Vice President

(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora

(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President 03/05/20

(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☒ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

15 % SBE	5 % MBE	% WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Vice President	John R. Jurgensen Co.
(Signature of Bidder/Offeror's Authorized Agent)	(Name of Bidder/Proposer's Firm)
Peter W Flora	Vice President — 3/5/2020
(Printed Name of Bidder/Offeror's Authorized Agent)	(Title of Bidder/Offeror's Authorized Agent) — (Date)

John R. Jurgensen
COMMERCIAL & MUNICIPAL

City of Dayton
Human Relations Council
371 West Second Street, Suite 100
Dayton Ohio 45402-1417

March 17, 2020

REF: 2020 Residential #1 Asphalt Resurfacing (15% SBE Participation and 5% MBE Participation)

Project Name: City of Dayton's 2020 Residential #1 Asphalt Resurfacing

This letter covers the 15% SBE and 5% MBE participation

Name of Subcontractor: WC Jones
905 South Broadway
Dayton Ohio 45408

Ph 937-228-1253

For the 15% SBE participation:

Description:	Qty	Units:	Labor:	Material:	Total Unit Cost:	Extended Total:
Asphalt Paving 12.5MM	3280	Tons	$27.00	$68.00	$95.00	$311600.00
Tack	2944	GA	$0.87	$5.38	$6.25	$18400.00
				Total for SBE participation:		**$330,000.00**

For the 5% MBE participation:

Description:	Qty	Units:	Labor:	Material:	Total Unit Cost:	Extended Total:
Asphalt Paving 12.5MM	1090	Tons	$27.00	$68.00	$95.00	$104025.00
Tack	956	GA	$0.87	$5.38	$6.25	$5975.00
				Total for MBE participation:		**$110,000.00**

Any further questions, please feel free to contact me
Sincerely

Pete Flora, Vice President
John R. Jurgensen Co.

W.C. Jones Asphalt Paving Co., Inc.
www.leo.lucas1@wcjonesasphalt.com

[illegible] South Broadway
[illegible] 4540[illegible]
[illegible] 937 [illegible]
[illegible]
cell (937) 3134695

AD 3-19-2020

City of Dayton, Ohio
Human Relation Council
371 West Second Street, Suite 100
Dayton, Ohio 45402-1417

Project: 2020 Residential #1 Asphalt Resurfacing (15% SBE Participation and 5% MBE Participation)

Prime Contractor:

John R. Jurgensen
1780 Enon Road
Springfield, Ohio 45502
937-882-6233

For the 15% SBE participation

Description	Quantity	Units	Labor	Material	Total Unit Cost:	Extended Total
Asphalt 12.5mm	3,280	Tons	$27.00	$68.00	$95.00	$311,600.00
Tack	2,944	GA	$0.87	$5.38	$6.25	$18,400.00
Total for SBE Participation:						$330,000.00

For the 5% MBE participation

Description	Quantity	Unit	Labor	Material	Total Unit Cost	Extended Total
Asphalt 12.5	1,090	Tons	$27.00	$68.00	$95.00	$104,025.00
Tack	956	GA	$0.87	$5.38	$6.25	$5,975.00
Total for MBE participation						$110,000.00

Sincerely,

Mr Leo C. Lucas I
President

Leo C. Lucas1
President

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form 2020 Residential Asphalt Resurfacing I
15% SBE & 5% MBE
Participation Goal

Bidder John R Jurgensen
1780 Enon Road
Springfield, Ohio 45502

ADDENDUM NO. 1
2020 Residential Asphalt Resurfacing I
(15% SBE & 5% MBE Participation Goal)
February 18, 2020

TO ALL BIDDERS:

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

ITEM NO. 1

The Pre-Bid meeting date listed on QuestCDN was February 18, 2020, this date is incorrect and has been updated to the correct date of February 25, 2020

February 18, 2020
Keith Steeber
City Engineer, Division of Civil Engineering

2020 Residential Asphalt Resurfacing I (#6691462)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
03/05/2020 12:00 PM EST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	John R. Jurgensen Co. Unit Price	Extension
RESURFACING ITEMS							$2,199,423.01
	1	202	Grinding Existing Pavement	S.Y.	186200	$1.20	$223,440.00
	2	ODOT 253	Pavement Repair	S.Y.	375	$45.00	$16,875.00
	3	ODOT 407	Non-Tracking Tack Coat	Gal	18620	$1.00	$18,620.00
	4	ODOT 442	Asphalt Concrete Surface Course, 12.5MM, Type A (448) (2")	Tons	20689	$84.00	$1,737,876.00
	5	614	Maintenance of Traffic	S.Y.	186200	$0.40	$74,480.00
	6	404	Speed Bump	Each	8	$1,270.00	$10,160.00
	7	404	Speed Hump	Each	12	$2,880.00	$34,560.00
	8	632	Loop Detector	Each	10	$1,262.50	$12,625.00
	9	632	Loop Detector Tie-In	Each	10	$65.00	$650.00
	10	644	Centerline (4"-4"-4")	LF	1358	$1.05	$1,425.90
	11	644	Centerline (4") dashed	LF	5560	$0.90	$5,004.00
	12	644	Crosswalk Line (6")	LF	1690	$2.25	$3,802.50
	13	644	Channelizing Line (8")	LF	200	$1.35	$270.00
	14	644	Stop Line (24")	LF	344	$5.00	$1,720.00
	15	644	Crosswalk Piano Key (2' x 10')	Each	17	$50.00	$850.00
	16	644	Edge Line (4")	LF	1815	$0.54	$980.10
	17	836	Manhole Adjusted	Each	56	$220.00	$12,320.00
	18	836	Major Manhole Adjustment	Each	56	$525.00	$29,400.00
	19	846	Water Valve Box Adjusted	Each	111	$129.41	$14,364.51
CONTINGENCY ALLOWANCE							$200,000.00
	20	SPL	Contingency Allowance ($200,000)	Lump	1	$200,000.00	**$200,000.00**
ASPHALT REJUVENATING AGENT							$186,200.00
	21	SPL	Asphalt Rejuvenating Agent	S.Y.	186200	$1.00	**$186,200.00**
ASPHALT CONCRETE WITH FIBERS							$1,921,594.32
	22	ODOT 826	Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C	Tons	20689	$92.88	**$1,921,594.32**
ALTERNATE NO. 4 ASPHALT MILLINGS							$325,850.00
	23	202	Grinding Existing Pavement, As Per Plan	S.Y.	186200	$1.75	**$325,850.00**
				Base Bid Total:			**$2,199,423.01**

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☒

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

Bidder is

An Individual

Firm Name _____

Business Address _____

Telephone _____

Partnership

Firm Name _____

Members of Firm and

Their Business Address _____

_____

_____

Telephone _____

Corporation

Name John R. Jurgensen Co.

State of Incorporation Ohio

Name and Title of

Officers with Authority

to Sign Contract Peter Flora, Vice President

Home Office Address 11641 Mosteller Rd., Cincinnati, OH 45241

Local Address 1780 Enon Rd., Springfield, OH 45502

Telephone (937) 882-6233 Fax (937) 882-6957

E-mail andy.shaffer@jrjnet.com

Federal I.D.# 31-0578656

Dated this 5 day of March, 2020

Bidder: [signature]

(Person, Firm, or Corporation)

By: Peter Flora

Title: Vice President

BID BOND

Amount $ Ten Percent (10%)

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent (10%) of the Bid Amount Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, John R. Jurgensen Company, 1780 Enon Road, Springfield, OH 45502

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

Signed at Dayton, Ohio, this 5th day of March, 20 20

John R. Jurgensen Company

Vice President

Bidder

Federal Insurance Company

Surety

Phyllis T. Neal, Attorney-in-Fact

Arthur J. Gallagher Risk Management Services, Inc.

Name of Insurance Agency

201 E Fourth Street, Suite 625, Cincinnati, OH 45202

Address of Insurance Agency

Telephone 513-977-3100 FAX 513-977-4653

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Julie S. Duke, Robert E. Gigax Jr., Shelly M. Martin and Phyllis T. Neal of Cincinnati, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **January, 2020**.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **23rd** day of **January, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(I) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(II) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5th day of March, 2020

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance

Issued 03/20/2019
Effective 04/02/2019
Expires 04/01/2020

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

FEDERAL INSURANCE COMPANY

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

Section 3929.01 (A)

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

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31,2018 that it has admitted assets in the amount of $15,689,631,358, liabilities in the amount of $10,899,789,505, and surplus of at least $4,789,841,853.

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

Jillian Froment,Director

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(In thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (360,335)	Outstanding Losses and Loss Expenses	$ 8,523,492
United States Government, State and Municipal Bonds	5,738,426	Reinsurance Payable on Losses and Expenses	1,490,981
Other Bonds	3,918,616	Unearned Premiums	1,914,180
Stocks	100,774	Ceded Reinsurance Premiums Payable	405,271
Other Invested Assets	959,127	Other Liabilities	585,885
TOTAL INVESTMENTS	10,354,608	TOTAL LIABILITIES	10,899,769
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	384,987	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	333,743	Unassigned Funds	2,057,388
Chubb Indemnity Ins. Co.	176,202		
Chubb National Ins. Co.	176,647	SURPLUS TO POLICYHOLDERS	4,789,842
Chubb European Inv. Holdings, SLP	120,469		
Other Affiliates	99,299		
Premiums Receivable	1,261,368		
Other Assets	2,762,308		
TOTAL ADMITTED ASSETS	$ 15,689,631	TOTAL LIABILITIES AND SURPLUS	$15,689,631

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2018, Investments with a carrying value of $566,806,858 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me this March 19, 2019

Senior Vice President

Diane Wright

Notary Public

August 8, 2019

My commission expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, Pete Flora hereby certify that
(print name – an Officer of the company)

John R. Jurgensen Co. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

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

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

☑ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

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

By: Pete Flora Vice President
(signature)

Title: Vice President

Date: 3/5/2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

Vision Insurance
Life Insurance
Dental Insurance
Short Term Disability
Group Medical Insurance
Defined Benefit Contribution Plan

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

Ohio Laborers Training Program
Ohio Operators & Engineer Training & Apprenticeship Program

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

Aeromark
F&A Safety
Security Fence
Pavement technology

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

WC Jones

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

N/A

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

STATE OF OHIO,
COUNTY OF Ohio ,ss:

Pete Flora being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of John R. Jurgensen Co. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

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

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

   ☐ Labor organization.

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

By: [signature] Vice Pres.

Title: Vice President

BRENDA E HANNAH
NOTARY PUBLIC - STATE OF OHIO
RECORDED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES APRIL 6, 2023

Brenda E Hannah

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
COUNTY OF Clark) SS:

Pete Flora, being first duly sworn deposes and states that:

(1) He/she is Vice President of
(owner, partner, officer, representative, or agent)
John R. Jurgensen Co. that
(business or organization name)

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

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

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

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

BRENDA E HANNAH
NOTARY PUBLIC - STATE OF OHIO
RECORDED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES APRIL 6, 2023

Pete Flora Vice Pres
SIGNED

Vice President
TITLE

Brenda E Hannah

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: 2020 Residential Resurfacing I — Dayton, OH

NAME — LOCATION

During the performance of this contract:

John R. Jurgensen Co.	1780 Enon Rd., Springfield, OH 45502	(937) 882-6233/(937) 882-6957
CONTRACTOR	ADDRESS	TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

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

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

1.) **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%

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

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

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

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

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

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

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

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

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

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

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

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

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

John R. Jurgensen Co. (Contractor) certifies that:

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

Operators	
Laborers	

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

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

SIGN: Vice President
(Signature of Authorized Representative of Bidder)

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

PEP-CERTIFIED 15% (SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R Jurgensen Co

Address: 1780 Enon Road

City: Springfield State: OH ZIP: 45502

Telephone: 937 882-6233 Email: andy.shaffer@jrjnct.com

Primes Base Bid $ 2199423.01

Name of Project: 2020 Residential Resurfacing I

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones

PEP-Certified Firm's Tax ID#: 30-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 330 000.00	% 15%	$ 330 000.00
Materials	$ 239 000.00	% 10.87%	$ 239 000.00
Labor	$ 91000.00	% 4.13%	$ 91000.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Pete Flora, Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President
(Title of Bidder/Proposer's Authorized Agent)

3/5/2020
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP-CERTIFIED 5% **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.

Address: 1780 Enon Rd.

City: Springfield State: OH ZIP: 45502

Telephone: (937) 882-6233 Email: andy.shaffer@jrjnet.com

Primes Base Bid $ 2199423.01

Name of Project: 2020 Residential Resurfacing I

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones

PEP-Certified Firm's Tax ID#: 30-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 110000.00	% 5.0	$ 110000.00
Materials	$ 79670.00	% 3.622	$ 79670.00
Labor	$ 30330.00	% 1.378	$ 30330.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Pete Flora Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President 03/05/20
(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☒ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

15 % SBE	5 % MBE	% WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Vice President
(Signature of Bidder/Offeror's Authorized Agent)

John R. Jurgensen Co.
(Name of Bidder/Proposer's Firm)

Peter W Flora
(Printed Name of Bidder/Offeror's Authorized Agent)

Vice President
(Title of Bidder/Offeror's Authorized Agent)

3/5/2020
(Date)

2020 RESIDENTIAL I RESURFACING I				
NEIGHBORHOOD	**STREET**	**FROM**	**TO**	**AREA**
BELMONT	DEBRA AVE	KENNEDY AVE	WEST TERMINUS	728
BELMONT	EWALT AVE	WAYLAND AVE	CULVER AVE	2,051
BELMONT	FAUVER AVE	WATERVLIET AVE	MORSE AVE	629
BELMONT	FERNCLIFF AVE	NORTON AVE	WATERVLIET AVE	6,251
BELMONT	HEARTHSTONE DR	ARCADIA BLVD	FARNHAM AVE	1,148
BELMONT	KENNEDY AVE	DEBRA AVE	WATERVLIET AVE	9,753
BELMONT	LUTZ ST	NILL AVE	WESTFIELD AVE	969
BELMONT	MARTEL DR	BELLAIRE AVE	PATTERSON RD	4,240
BELMONT	MORSE AVE	REVERE AVE	WATERVLIET AVE	10,316
BELMONT	PATTERSON RD	S SMITHVILLE RD	EAST CORP	11,167
EASTERN HILLS	CRESTWOOD AVE	S SMITHVILLE RD	MERTLAND AVE	2065
EASTERN HILLS	DARST AVE	S SMITHVILLE RD	SHEDBORNE AVE	5,518
EASTERN HILLS	DAWNVIEW AVE	MERRYDALE ST	BURKHARDT AVE	2,594
EASTERN HILLS	KESTER AVE	DARST AVE	TUTTLE AVE	3,280
EASTERN HILLS	MERTLAND AVE	NORTH CORP	TUTTLE AVE	9,407
HEARTHSTONE	CORINTH BLVD	S SMITHVILLE RD	MERILINE AVE	6,956
HEARTHSTONE	EASTWEY AVE	HEARTHSTONE DR	ELLIOT AVE	2,353
HEARTHSTONE	LEACOURT DR	EAST TERMINUS	HEARTHSTONE DR	446
HEARTHSTONE	MARIMONT DR	HEARTHSTONE DR	S SMITHVILLE RD	4,014
HEARTHSTONE	MESMER AVE	HEARTHSTONE DR	RUSSET AVE	2,478
HEARTHSTONE	PELL DR	EASTWEY AVE	MESMER AVE	1,598
LINDEN HEIGHTS	JOHN GLENN RD	OHMER ST	LINDEN AVE	1,558
NORTHRIDGE ESTATES	AUTUMN PL	WEST TERMINUS	SOUTH TERMINUS	3,430
NORTHRIDGE ESTATES	ERIC DR	EAST TERMINUS	FREDERICK PIKE	1,955
NORTHRIDGE ESTATES	GRANDWOODS TER	EAST TERMINUS	NORTHCUTT PL	337
NORTHRIDGE ESTATES	HIGH KNOLL DR	WEST TERMINUS	NORTHCUTT PL	3,414
NORTHRIDGE ESTATES	NORTHCUTT PL	BARTLEY RD	SOUTH TERMINUS	5,623
NORTHRIDGE ESTATES	RUANDA CT	NORTH TERMINUS	HIGH KNOLL DR	698
OLD NORTH DAYTON	LEO ST	TROY ST	STANLEY AVE	7,939
OREGON	BAINBRIDGE ST	DAYTON TOWERS DR	WAYNE AVE	1126
OREGON	DAYTON TOWERS DR	E 5TH ST	BAINBRIDGE ST	2521
PATTERSON PARK	BUCKINGHAM RD	BERKSHIRE RD	BROADVIEW BLVD	4,093
PATTERSON PARK	DEVONSHIRE RD	PATTERSON RD	BROADVIEW BLVD	2,646
PATTERSON PARK	WESTMINSTER PL	BERKSHIRE RD	DEVONSHIRE RD	3,236
SOUTH PARK	BRADFORD ST	WAYNE AVE	JAMES ST	1,718
SOUTH PARK	GARRET ST	BRADLEY LN	MORTON AVE	681
SOUTH PARK	JAMES ST	HICKORY ST	JOHNSON ST	2,721
SOUTH PARK	PERRINE ST	HICKORY ST	OAK ST	4,471
TWIN TOWERS	ANDREWS ST	ST PAUL AVE	NASSAU ST	1466
TWIN TOWERS	BEAUMONT AVE	NASSAU ST	ST PAUL AVE	1456
TWIN TOWERS	LITTLE ST	HAWKER ST	QUITMAN ST	2336
TWIN TOWERS	NASSAU ST	XENIA AVE	DEMPHLE AVE	5,803
TWIN TOWERS	QUITMAN ST	XENIA AVE	HAWKER ST	6969
WALNUT HILLS	EVA ST	HIGHLAND AVE	TIP TOP AVE	1,188
WALNUT HILLS	GRAY ST	HIGHLAND AVE	EAST TERMINUS	839
WALNUT HILLS	HEATON AVE	WAYNE AVE	EDGAR AVE	3,761
WALNUT HILLS	HEATON AVE	HIGHLAND AVE	TIP TOP AVE	770
WALNUT HILLS	KRATOCHWILL ST	ANDERSON ST	E STEWART ST	1,270
WALNUT HILLS	PRITZ AVE	WYOMING ST	HEATON AVE	2,112
WALNUT HILLS	VIRGINIA AVE	WYOMING ST	BUCHANAN AVE	5,780

BACK

City Manager's Report

6.

From 6450 - PW/Civil Engineering

Date April 22, 2020

Expense Type Award of Contract

Total Amount $1,065,821.60 thru 8/14/21

Supplier, Vendor, Company, Individual

Name John R. Jurgensen Company

Address 1780 Enon Road
Springfield, Ohio 45502

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Street Maintenance Ohio Gas Tax	21200-6450-1424-54	$ 846,404.00
Permissive Tax Resurfacing	41306-6450-1424-54	$ 185,000.00
Storm Capital Funds	58002-3420-1424-54-ST1001	$ 9,088.80
Sanitary Capital Funds	55004-3420-1424-54-SF1001	$ 9,088.80
Sanitary Capital Funds	53003-3420-1424-54-WF1004	$ 16,240.00

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

Description

2020 THOROUGHFARE RESURFACING
(5% SBE, 10% MBE, & 5% WBE PARTICIPATION GOAL)

This project consists of the asphalt resurfacing of various streets throughout the city of Dayton. Work includes the grinding of existing asphalt, application of tack coat, asphalt, and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, John R. Jurgensen Company, in the amount of $1,065,821.60. This amount includes the base bid in the amount of $990,919.20, and Alternate No. 1, Contingency Allowance, in the amount of $74,902.40. The estimated cost for the project was $838,961.00. The time bid for completion is August 14, 2020.

This project is being funded using Street Maintenance Ohio Gas Tax and Water Capital funds.

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

Signatures/Approval

Division
Keith Stuber for

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

ROUTING
DEPARTMENT OF PUBLIC WORKS
SLIP 4-3-2020

INSTRUCTIONS: Do Not Detach Correspondence - Indicate Origin by Circling Symbol - Use Consecutive Numbering For Routing

COPIES TO:

- ☐ Director - Public Works
- ☐ City Engineer 2
- ☐ Sec. to Director
- ☐ Business Office
- ☐ Pat Jones 1, 3
- ☐ Lisa Moell
- ☐ Lana Hamby
- ☐ Brian Zamostny
- ☐ Design Bureau
- ☐ Construction Bureau
- ☐ Traffic Bureau
- ☐ Aviation
- ☐ Building Inspection
- ☐ Human Resources
- ☐ City Commission
- ☐ City Manager 5
- ☐ Civil Service
- ☐ Community Development
- ☐ Convention Center
- ☐ Economic Development
- ☐ Finance 4
- ☐ Fire
- ☐ Human Relations Council
- ☐ Information Technology
- ☐ Law
- ☐ Management & Budget
- ☐ Recreation & Youth Services
- ☐ Planning
- ☐ Police
- ☐ Purchasing
- ☐ Water
- ☐ Zoning

- ☐ Approval
- ☐ Checking
- ☐ Comment
- ☐ Compliance
- ☐ Correction
- ☐ Filing
- ☐ For Your Information
- ☐ Investigate
- ☐ Note and Route
- ☐ Recommendation
- ☐ Reply
- ☐ Report
- ☐ Required Action
- ☐ Retention
- ☐ Return
- ☐ Signature / s
- ☐ Initial / s

☐ Remarks:

Please email to Pat Jones
Thank you

Rf - 47 rev 11-2019

CT20-2553

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT ____ RENEWAL CONTRACT ____ CHANGE ORDER

Contract Start Date	April 22, 2020
Expiration Date	August 14, 2021
Original Commission Approval	$ 1,065,821.60
Initial Encumbrance	$ 1,065,821.60
Remaining Commission Approval	
Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

	Amount	Fund	Org	Acct	Prog	Act	Loc
(1)	$846,404.00	21200	6450	1424	54		
(2)	$185,000.00	41306	6450	1424	54		
(3)	$9,088.80	58002	3420	1424	54	ST1001	
(4)	$9,088.80	55004	3420	1424	54	SF1001	

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Company (937) 882-6233

Vendor Address: 1780 Enon Road (Street) Springfield (City) OH (State) 45502 (Zipcode + 4)

Federal ID: 31-0578656

Commodity Code: 91831

Purpose: 2020 Thoroughfare Resurfacing
(5% SBE, 10% MBE & 5% WBE Participation Goal)

Contact Person: Keith Steeber, City Engineer — Public Works/Civil Eng. (Department/Division) — (937) 333-3838 (Phone Number)

Originating Department Director's Signature: Keith Steeber for — 4/3/2020 (Date)

SECTION II - to be completed by the Finance Department

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

Finance Director Signature — 04/07/2020 (Date)

Jennifer Williams — 04/06/2020 — CT20-2553

KB 4/7/2020

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT _____ RENEWAL CONTRACT _____ CHANGE ORDER

Contract Start Date	April 15, 2020
Expiration Date	August 14, 2021
Original Commission Approval	$ 1,065,821.60
Initial Encumbrance	$ 1,065,821.60
Remaining Commission Approval	
Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $16,240.00 (5)	**Amount:**
Fund Code 53003 - 3420 - 1424 - 54 - WF1004 -	Fund Code - - - - -
Amount:	**Amount:**
Fund Code - - - - -	Fund Code - - 54 - -

Fund / Org / Acct / Prog / Act / Loc

Attach additional pages for more FOAPALs

Vendor Name: John R. Jurgensen Company (937) 882-6233

Vendor Address: 1780 Enon Road (Street) Springfield (City) OH (State) 45502 (Zipcode + 4)

Federal ID: 31-0578656

Commodity Code: 91831

Purpose: 2020 Thoroughfare Resurfacing
(5% SBE, 10% MBE & 5% WBE Participation Goal)

Contact Person: Keith Steeber, City Engineer | Public Works/Civil Eng. (Department/Division) | (937) 333-3838 (Phone Number)

Originating Department Director's Signature: Keith Steeber for | 4/3/2020 (Date)

SECTION II - to be completed by the Finance Department

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

Finance Director Signature | Date

Sonita Williams | 04/06/2020 | CT20-2553

VP 4/6/2020

MEMORANDUM | DAYTON

March 27, 2020

TO: David Escobar, Senior Engineer
Public Works,
Civil Engineering

FROM: Chrisondra Goodwine, Contract Compliance Officer C G.
Human Relations Council (HRC)

SUBJECT: **2020 Thoroughfare Resurfacing**
(5% SBE, 10% MBE, 5% WBE Participation Goal)

The apparent low bidder, John R. Jurgensen Co., submitted a bid utilizing two (2) PEP-certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that John R. Jurgensen Co. is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

The recommended company to receive the above-mentioned construction award is as follows:

PRIME CONTRACTOR	AMOUNT OF BASE BID	
John R. Jurgensen Co.	**$990,919.20**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
L.J. DeWeese Co., Inc	**$70,000.00**	**7.06% SBE**
W.C. Jones Asphalt Paving Co.,	**$100,000.00**	**10.09% MBE**
L.J. DeWeese Co., Inc	**$70,000.00**	**7.06% WBE**
TOTAL COMMITTED PARTICIPATION		**7.06% SBE** **10.04% MBE** **7.06% WBE**

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG

PEP-CERTIFIED 10% **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.

Address: 1780 Enon Rd.

City: Springfield State: OH ZIP: 45502

Telephone: (937) 882-6233 Email: andy.shaffer@jrjnet.com

Primes Base Bid $ $990919.20

Name of Project: 2020 Thoroughfare Resurfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones

PEP-Certified Firm's Tax ID#: 30-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 100 000.00	% 10.0	$ 100000.00
Materials	$ 72400.00	% 7.3	$ 72400.00
Labor	$ 27600.00	% 2.7	$ 27600.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Pete Flora, Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President 03/05/20
(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP-CERTIFIED 5% **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R Jurgensen Co.

Address: 1780 Enon Road

City: Springfield State: OH ZIP: 45502

Telephone: 937 882-6233 Email: andy.shaffer@jjnet.com

Primes Base Bid $ 990919.20

Name of Project: 2020 Thoroughfare Resurfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: L J De Weese

PEP-Certified Firm's Tax ID#: 31-0602186

Scope of Work to Be Performed by Certified Firm: Concrete

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 70000.00	% 7%	$ 70000.00
Materials	$ 30000.00	% 3%	$ 30000.00
Labor	$ 40000.00	% 4%	$ 40000.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

[signature], Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President
(Title of Bidder/Proposer's Authorized Agent)

3/5/2020
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

8%

PEP-CERTIFIED **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e. SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R Jurgensen Co

Address: 1780 Enon Road

City: Springfield State: OH ZIP: 45502

Telephone: 937-882-6233 Email: andy.shaffer@jrjnet.com

Primes Base Bid $ 990919.20

Name of Project: 2020 Thoroughfare Resurfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: L J DeWeese

PEP-Certified Firm's Tax ID#: 31-0602186

Scope of Work to Be Performed by Certified Firm: Concrete

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 70000.00	% 7%	$ 70000.00
Materials	$ 30000.00	% 3%	$ 30000.00
Labor	$ 40000.00	% 4%	$ 40000.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Pete Flora, Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President
(Title of Bidder/Proposer's Authorized Agent)

3/5/2020
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☑ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

7.0 % SBE	10.0 % MBE	7.0 % WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Vice President	John R. Jurgensen Co.
(Signature of Bidder/Offeror's Authorized Agent)	(Name of Bidder/Proposer's Firm)

Pete Flora	Vice President	03/05/2020
(Printed Name of Bidder/Offeror's Authorized Agent)	(Title of Bidder/Offeror's Authorized Agent)	(Date)

John R. Jurgensen
COMMERCIAL & MUNICIPAL

City of Dayton
Human Relations Council
371 West Second Street, Suite 100
Dayton Ohio 45402-1417

March 21, 2020

REF: 2020 Thoroughfare Asphalt Resurfacing (5% SBE Participation, 5% WBE participation, and 10% MBE Participation)

Project Name: 2020 Thoroughfare Asphalt Resurfacing

This letter covers the 10% MBE participation

Name of Subcontractor for MBE: WC Jones
905 South Broadway
Dayton Ohio 45408
Ph 937-228-1253

For the 10% MBE participation:

Description:	Qty	Units:	Labor:	Material:	Total Unit Cost:	Extended Total:
Asphalt Paving 12.5MM	975	Tons	$28.00	$68.00	$96.00	$93600.00
Tack	1024	GA	$.30	$5.95	$6.25	$6400.00
				Total for MBE participation:		**$100,000.00**

Any further questions, please feel free to contact me
Sincerely,

Pete Flora, Vice President
John R. Jurgensen Co.

John R. Jurgensen
COMMERCIAL & MUNICIPAL

City of Dayton
Human Relations Council
371 West Second Street, Suite 100
Dayton Ohio 45402-1417

March 21, 2020

REF: 2020 Thoroughfare Asphalt Resurfacing (5% SBE Participation, 5% WBE participation, and 10% MBE Participation)

Project Name: 2020 Thoroughfare Asphalt Resurfacing

This letter covers the 5% SBE, 5% WBE participation portion:

For the 5% SBE participation:

Name of Subcontractor for SBE: LJ DeWeese
3616 Tipp-Cowlesville Road
Tipp City OH 45371
Ph 97-440-1736

Description:	Qty	Units:	Labor:	Material:	Total Unit Cost:	Extended Total:
Curb ramps	5600	SF	7.15	$5.35	$12.50	$70000.00
				Total for SBE participation:		**$70000.00**

For the 5% WBE participation:

Name of Subcontractor for WBE: LJ DeWeese
3616 Tipp-Cowlesville Road
Tipp City OH 45371
Ph 97-440-1736

Description:	Qty	Units:	Labor:	Material:	Total Unit Cost:	Extended Total:
Concrete island app	315	SY	$50.00	$31.00	$81.00	$25515.00
MOT for concrete island	1	LS	$2714.00	$3136.00	$5850.00	$5850.00
Sidewalk removed	6421.25	SF	$2.40	$1.60	$4.00	$25685.00
MOT for ramp work	1	LS	$6125.00	$6825.00	$12950.00	$12950.00
				Total for WBE participation:		**$70000.00**

Any further questions, please feel free to contact me
Sincerely,

Pete Flora, Vice President
John R. Jurgensen Co.

WC Jones Asphalt Paving Co., Inc.
www.leo.lucas1@wcjonesasphalt.com

[illegible] South Broadway St
Dayton, Ohio [illegible]
Ph: (937) 228 12[illegible]
Fax: [illegible]
cell (937) 3134695

AD 3-25-2020

City of Dayton, Ohio
Human Relation Council
371 West Second Street, Suite 100
Dayton. Ohio 45402-1417

Project: 2020 Thoroughfare Asphalt Resurfacing (5% SBE Participation, 5% WBE Participation and 10% MBE Participation)

Prime Contractor:

John R. Jurgensen
1780 Enon Road
Springfield, Ohio 45502
937-882-6233

For the 10% MBE participation

Description	Quantity	Units	Labor	Material	Total Unit Cost:	Extended Total
Asphalt 12.5mm	975	Tons	$28.00	$68.00	$96.00	$93,600.00
Tack	1,024	GA	$0.30	$5.95	$6.25	$6,400.00
Total for MBE Participation:						$100,000.00

Sincerely,

Mr Leo C. Lucas I
president

Leo C. Lucas1
President

L.J. DeWeese Co., Inc.

3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371
Phone – (937) 440-1736 Fax- (937) 440-0745

City of Dayton, Ohio
Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402-1417

RE: 2020 Thoroughfare Asphalt Resurfacing

Name of Project:
2020 Thoroughfare Asphalt Resurfacing

Name of Prime Contractor:
John R. Jurgensen Co.
1780 Enon Rd.
Springfield, Ohio 45502

SBE/WBE Subcontrator:
L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Work Division Area Performed by Subcontractor:
Concrete

Description	Quantity	Labor	Material	Total Unit Cost	Total
Curb Ramps	5,600 SF	$7.15	$5.35	$12.50	$70,000.00
				Total for SBE Participation	**$70,000.00**

Description	Quantity	Labor	Material	Total Unit Cost	Total
Concrete Island App	315 SY	$50.00	$31.00	$81.00	$25,515.00
MOT for Concrete Island	1 LS	$2,714.00	$3,136.00	$5,850.00	$5,850.00
Sidewalk Removed	6,421.25 SF	$2.40	$1.60	$4.00	$25,685.00
MOT for Ramp Work	1 LS	$6,125.00	$6,825.00	$12,950.00	$12,950.00
				Total for WBE Participation	**$70,000.00**

Markup or Profit on Materials Purchased
Materials purchased by L.J. DeWeese Co., Inc. for 2020 Thoroughfare Asphalt Resurfacing project are ordinarily stocked by L.J. DeWeese Co., Inc.

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid 2020 Thoroughfare Resurfacing
(Permissive Tax Funds)
(10% MBE, 5% SBE and 5% WBE
Participation Goal)

Bidder John R. Jurgensen Co.
1780 Enon Rd.
Springfield, OH 45502

ADDENDUM NO. 1
2020 Thoroughfare Asphalt Resurfacingc
(5% SBE, 10% MBE, & 5% WBE Participation Goal)
March 2, 2020

TO ALL BIDDERS:

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

ITEM NO. 1

The Unit of Measure for Item 202 "Concrete Island Removed" has been changed from L.F. to S.Y. Additionally the quantity for this item has been changed from 100 to 325

ITEM NO. 2

The Unit of Measure for Item 202 "Curb Removed" has been changed from S.Y. to L.F. Additionally the quantity for this item has been changed from 325 to 100

ITEM NO. 3

Alternate No.4 Asphalt Millings was added. This Alternate is for the grinding of the existing pavement, and disposal of the millings at the City of Dayton Wagner Ford Land Fill located at 2670 Wagner Ford Rd Dayton, OH 45414.

March 2, 2020
Keith Steeber
City Engineer, Division of Civil Engineering

2020 Thoroughfare Asphalt Resurfacing (#6729867)
03/05/2020 12:00 PM EST

Item Code	Item Description	UofM	Quantity	John R. Jurgensen Co. Unit Price	Extension
202	Grinding Existing Pavement, (2")	S.Y.	60,300	$1.85	$111,555.00
ODOT 407	Non-Tracking Tack Coat	Gal	6,030	$1.00	$6,030.00
ODOT 442	Asphalt Concrete Surface Course PG70-22M, 12.5MM, Type A (448) (2")	Tons	6,700	$92.00	$616,400.00
614	Maintenance of Traffic	S.Y.	60,300	$0.55	$33,165.00
632	Loop Detector	Each	4	$1,262.50	$5,050.00
632	Loop Detector Tie-Ins	Each	4	$65.00	$260.00
644	Lane Line	FT.	610	$0.40	$244.00
644	Center Line (double yellow) (4"-4"-4")	FT.	2,253	$1.40	$3,154.20
644	Center Line (Dashed) 4"	FT	1,354	$1.35	$1,827.90
644	Stop Line (24")	FT.	222	$6.00	$1,332.00
644	Crosswalk Line (6")	FT.	1,423	$3.00	$4,269.00
644	Channelizing Line (8")	FT.	450	$1.90	$855.00
644	Crosswalk Piano Key (2'x10')	FT	450	$5.00	$2,250.00
644	Edge Line (White)	FT	900	$0.80	$720.00
647	Railroad Symbol, White	Each	3	$1,284.00	$3,852.00
836	Manhole Adjusted	Each	20	$278.88	$5,577.60
836	Major Manhole Adjustment	Each	20	$630.00	$12,600.00
846	Water Valve Box Adjusted	Each	112	$145.00	$16,240.00
	TOTAL RESURFACING ITEMS				**$825,381.70**
EDWIN C MOSES BOULEVARD AND WASHINGTON STREET CONCRETE ISLAND REPAIR					
202	Concrete Island Removed	S.Y.	325	$27.00	$8,775.00
202	Curb Removed	L.F.	100	$18.00	$1,800.00
609	Barrier Curb (6" Exposure)	L.F.	100	$30.00	$3,000.00
612	Concrete Island As Per Plan	S.Y.	325	$81.00	$26,325.00
614	Maintenance of Traffic	Lump	1	$5,850.00	$5,850.00
	TOTAL ISLAND REPAIR				**$45,750.00**
CURB RAMP REPAIR					
202	Sidewalk Removed	S.F.	6,475	$4.00	$25,900.00
608	Curb Ramps	S.F.	6,475	$12.50	$80,937.50
614	Maintenance of Traffic	S.Y.	1	$12,950.00	$12,950.00
	TOTAL CURB RAMP				**$119,787.50**
	TOTAL BASE BID				**$990,919.20**

2020 Thoroughfare Asphalt Resurfacing (#6729867)
03/05/2020 12:00 PM EST

Item Code	Item Description	UofM	Quantity	John R. Jurgensen Co. Unit Price	Extension
ALTERNATE NO. 1 CONTINGENCY ALLOWANCE					
SPL	Contingency Allowance ($100,000)	Lump	1	$100,000.00	$100,000.00
			TOTAL ALTERNATE NO. 1		**$100,000.00**
ALTERNATE NO. 2 ASPHALT REJUVENATING AGENT					
SPL	Asphalt Rejuvenating Agent	S.Y.	60,300	$1.00	$60,300.00
			TOTAL ALTERNATE NO. 2		**$60,300.00**
ALTERNATE NO. 3 ASPHALT CONCRETE WITH FIBERS					
ODOT 826	Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C	Tons	6,389	$102.00	$651,678.00
			TOTAL ALTERNATE NO. 3		**$651,678.00**
ALTERNATE NO. 4 ASPHALT MILLINGS					
202	Grinding Existing Pavement, As Per Plan	S.Y.	60,300	$2.40	$144,720.00
			TOTAL ALTERNATE NO. 4		**$144,720.00**

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☒

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

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name John R. Jurgensen Co.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Pete Flora, Vice President

Home Office Address 11641 Mosteller Rd., Cincinnati, OH 45241

Local Address 1780 Enon Rd., Springfield, OH 45502

Telephone (937) 882-6233 Fax (937) 882-6957

E-mail andy.shaffer@jrjnet.com

Federal I.D.# 31-0578656

Dated this 5 day of March, 20 20

Bidder: Pete Flora, Vice President, John R Jurgensen Co.
(Person, Firm, or Corporation)

By: Pete Flora

Title: Vice President

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, Pete Flora hereby certify that
(print name – an Officer of the company)

John R. Jurgensen Co. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

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

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

☑ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

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

By: Pete Flora Vice President
(signature)

Title: Vice President

Date: 03/05/2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

Vision Insurance
Life Insurance
Dental Insurance
Short Term Disability
Group Medical Insurance
Defined Benefit Contribution Plan

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

Ohio Laborers Training Program
Ohio Operator & Engineer Training & Apprenticeship Program

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

Security Fence
Pavement Technology
Aeromark
CJ DeVleeje

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

WC Jones

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

N/A

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

STATE OF OHIO,
COUNTY OF Clark ,ss:

Pete Flora being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of John R. Jurgensen Co. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

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

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

   ☐ Labor organization.

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

By: Pete Flora, Vice President

Title: Vice President

BRENDA E HANNAH
NOTARY PUBLIC - STATE OF OHIO
RECORDED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES APRIL 6, 2023

Brenda E Hannah

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
COUNTY OF Clark) SS:

Pete Flora, being first duly sworn deposes and states that:

(1) He/she is Vice President of
(owner, partner, officer, representative, or agent)
John R. Jurgensen Co. that
(business or organization name)

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

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

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

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

Pete Flora, Vice President
SIGNED

Vice President
TITLE

Brenda E. Hannah

BRENDA E HANNAH
NOTARY PUBLIC - STATE OF OHIO
RECORDED IN MONTGOMERY COUNTY
MY COMMISSION EXPIRES APRIL 6, 2023

BID BOND

Amount $ Ten Percent (10%)

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent (10%) of the Bid Amount Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, John R. Jurgensen Company, 1780 Enon Road, Springfield, OH 45502

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

Signed at Dayton, Ohio, this 5th day of March, 20 20

John R. Jurgensen Company

Vice President

Bidder

Federal Insurance Company

Surety

Phyllis T. Neal, Attorney-in-Fact

Arthur J. Gallagher Risk Management Services, Inc.

Name of Insurance Agency

201 E Fourth Street, Suite 625, Cincinnati, OH 45202

Address of Insurance Agency

Telephone 513-977-3100 FAX 513-977-4653

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Julie S. Duke, Robert E. Gigax Jr., Shelly M. Martin and Phyllis T. Neal of Cincinnati, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **January, 2020.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **23rd** day of **January, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5th day of March, 2020

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance

Issued 03/20/2019

Effective 04/02/2019

Expires 04/01/2020

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

FEDERAL INSURANCE COMPANY

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

Section 3929.01 (A)

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

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31,2018 that it has admitted assets in the amount of $15,689,631,358, liabilities in the amount of $10,899,789,505, and surplus of at least $4,789,841,853.

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

Jillian Froment,Director

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(In thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (360,335)	Outstanding Losses and Loss Expenses	$ 6,523,482
United States Government, State and Municipal Bonds	5,738,426	Reinsurance Payable on Losses and Expenses	1,490,981
Other Bonds	3,916,616	Unearned Premiums	1,914,190
Stocks	100,774	Ceded Reinsurance Premiums Payable	405,271
Other Invested Assets	959,127	Other Liabilities	565,865
TOTAL INVESTMENTS	10,354,608	TOTAL LIABILITIES	10,899,789
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	384,987	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	333,743	Unassigned Funds	2,057,388
Chubb Indemnity Ins. Co.	176,202		
Chubb National Ins. Co.	176,647	SURPLUS TO POLICYHOLDERS	4,789,842
Chubb European Inv. Holdings, SLP	120,469		
Other Affiliates	99,299		
Premiums Receivable	1,281,368		
Other Assets	2,762,308		
TOTAL ADMITTED ASSETS	$ 15,689,631	TOTAL LIABILITIES AND SURPLUS	$15,689,631

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2018, investments with a carrying value of $566,806,856 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me this March 19, 2019

Senior Vice President

Notary Public

August 8, 2019
My commission expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: 2020 Thoroughfare Resurfacing — Dayton, OH

NAME — LOCATION

During the performance of this contract:

John R. Jurgensen Co.	1780 Enon Rd., Springfield, OH 45502	(937) 882-6233/(937) 882-6957
CONTRACTOR	ADDRESS	TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

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

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

1.) **Goals & Timetables**. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%

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

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

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

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

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

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

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

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

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

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

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

John R. Jurgensen Co. (Contractor) certifies that:

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

Operators	
Laborers	

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

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

SIGN: Vice President
(Signature of Authorized Representative of Bidder)

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

PEP-CERTIFIED 10% **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R. Jurgensen Co.

Address: 1780 Enon Rd.

City: Springfield State: OH ZIP: 45502

Telephone: (937) 882-6233 Email: andy.shaffer@jrjnet.com

Primes Base Bid $ $990919.20

Name of Project: 2020 Thoroughfare Resurfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W C Jones

PEP-Certified Firm's Tax ID#: 30-0955590

Scope of Work to Be Performed by Certified Firm: Asphalt Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 100 000.00	% 10.0	$ 100000.00
Materials	$ 72400.00	% 7.3	$ 72400.00
Labor	$ 27600.00	% 2.7	$ 27600.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Pete Flora, Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President 03/05/20
(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP-CERTIFIED 5% **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R Jurgensen Co.

Address: 1780 Enon Road

City: Springfield State: OH ZIP: 45502

Telephone: 937 882-6233 Email: andy.shaffer@jjnet.com

Primes Base Bid $ 990 919.20

Name of Project: 2020 Thoroughfare Resurfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: L J De Weese

PEP-Certified Firm's Tax ID#: 31-0602186

Scope of Work to Be Performed by Certified Firm: Concrete

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 70000.00	% 7%	$ 70000.00
Materials	$ 30 000.00	% 3%	$ 30000.00
Labor	$ 40000.00	% 4%	$ 40000.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President 3/5/2020
(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

8%

PEP-CERTIFIED (SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e. SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: John R Jurgensen Co

Address: 1780 Enon Road

City: Springfield State: OH ZIP: 45502

Telephone: 937-882-6233 Email: andy.shaffer@jrjnet.com

Primes Base Bid $ 990919.20

Name of Project: 2020 Thoroughfare Resurfacing

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: L J DeWeese

PEP-Certified Firm's Tax ID#: 31-0602186

Scope of Work to Be Performed by Certified Firm: Concrete

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 70000.00	% 7%	$ 70000.00
Materials	$ 30000.00	% 3%	$ 30000.00
Labor	$ 40000.00	% 4%	$ 40000.00

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

[signature], Vice President
(Signature of Bidder/Proposer's Authorized Agent)

Pete Flora
(Printed Name of Bidder/Proposer's Authorized Agent)

Vice President
(Title of Bidder/Proposer's Authorized Agent)

3/5/2020
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☑ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

7.0 % SBE	10.0 % MBE	7.0 % WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Vice President	John R. Jurgensen Co.
(Signature of Bidder/Offeror's Authorized Agent)	(Name of Bidder/Proposer's Firm)

Pete Flora	Vice President	03/05/2020
(Printed Name of Bidder/Offeror's Authorized Agent)	(Title of Bidder/Offeror's Authorized Agent)	(Date)

2020 THOROUGHFARE			
STREET	**TO**	**FROM**	**AREA**
BARTLEY RD	WEST CORP	EAST CORP	8,835
WAYNE AVE	JOHNSON ST	LATHROP AVE	9,262
KITRIDGE RD	EAST CORP	WEST CORP	15,797
PHILADELPHIA DR	SALEM AVE	CORNELL DR	14,917
N BROADWAY ST	DAKOTA ST	W 3RD ST	5,826
DANNER AVE	GERMANTOWN ST	W STEWART ST	4,253
EDWIN C MOSES BLVD	AT 75 OVERPASS		1,085
EDWIN C MOSES BLVD	AT 35 OVERPASS		1,300
ALTERNATE			
LINDEN AVE	XENIA AVE	KOLPING AVE	12,552

BACK

City Manager's Report

From 2320 - Planning & CD/Housing Inspection

Date April 22, 2020

Expense Type Award of Contract

Total Amount $29,700.00 thru 12/31/2021

Supplier, Vendor, Company, Individual

Name Turn-Key Environmental Consultants, Inc.

Address 714 E. Monument Avenue
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Demolition Special Projects	16022-2320-1174-32	$ 29,700.00

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

Description

NUISANCE ABATEMENT PROGRAM
COMMERCIAL AND RESIDENTIAL ASBESTOS SURVEYS AND
POST ABATEMENT VERIFICATION INSPECTIONS I – 2020
(10% SBE PARTICIPATION GOAL/100% SBE PARTICIPATION ACHIEVED)

The Department of Planning & Community Development requests permission to enter into a contract with Turn-Key Environmental Consultants, Inc. for asbestos survey and post abatement verification inspection services. The Contractor will determine and document the presence of asbestos-containing materials (ACM) in 16 commercial and 65 residential structures, and provide a written Survey Report for each structure. The Contractor will provide inspection services after the asbestos abatement work is performed, to insure that the asbestos abatement work has been completed. There is no list of structures associated with this bid.

One bid was received for this project. It is recommended that the contract be awarded to this bidder, Turn-Key Environmental Consultants, Inc., in the amount of $29,700.00, the base bid. The estimated cost for the project is $44,310.00. The time bid for completion is 150 working days.

This project is being funded using General Funds.

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

ROUTING
DEPARTMENT OF PUBLIC WORKS
SLIP 4-3-2020

INSTRUCTIONS: Do Not Detach Correspondence - Indicate Origin by Circling Symbol - Use Consecutive Numbering For Routing

COPIES TO:

- ☐ Director - Public Works
- ☐ City Engineer
- ☐ Sec. to Director
- ☐ Business Office
- ☐ Pat Jones 1, 4
- ☐ Lisa Moell
- ☐ Lana Hamby
- ☐ Brian Zamostny
- ☐ Design Bureau
- ☐ Construction Bureau
- ☐ Traffic Bureau
- ☐ Aviation
- ☐ Building Inspection
- ☐ Human Resources
- ☐ City Commission
- ☐ City Manager 3
- ☐ Civil Service
- ☐ Community Development
- ☐ Convention Center
- ☐ Economic Development
- ☐ Finance 2
- ☐ Fire
- ☐ Human Relations Council
- ☐ Information Technology
- ☐ Law
- ☐ Management & Budget
- ☐ Recreation & Youth Services
- ☐ Planning
- ☐ Police
- ☐ Purchasing
- ☐ Water
- ☐ Zoning

- ☐ Approval
- ☐ Checking
- ☐ Comment
- ☐ Compliance
- ☐ Correction
- ☐ Filing
- ☐ For Your Information
- ☐ Investigate
- ☐ Note and Route
- ☐ Recommendation
- ☐ Reply
- ☐ Report
- ☐ Required Action
- ☐ Retention
- ☐ Return
- ☑ Signature / s
- ☐ Initial / s

☐ Remarks:

Please email Pat Jones & Ariane Cook

Thanks

Rf - 47 rev 11-2019

CERTIFICATE OF FUNDS

CT20-2555

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT ____ RENEWAL CONTRACT ____ CHANGE ORDER

Contract Start Date	Upon Execution
Expiration Date	December 31, 2021
Original Commission Approval	$ 29,700.00
Initial Encumbrance	$ 29,700.00
Remaining Commission Approval	
Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 29,700.00	**Amount:**
Fund Code 16022 (Fund) 2320 (Org) - 1174 (Acct) - 32 (Prog) - (Act) - (Loc)	Fund Code (Fund) - (Org) - (Acct) - (Prog) - (Act) - (Loc)
Amount:	**Amount:**
Fund Code (Fund) - (Org) - (Acct) - (Prog) - (Act) - (Loc)	Fund Code (Fund) - (Org) - (Acct) - (Prog) - (Act) - (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Turn-Key Environmental Consultants, Inc. 937.335.8807

Vendor Address: 714 E. Monument Avenue (Street) Dayton (City) OH (State) 45402 (Zipcode + 4)

Federal ID: 01-0585010

Commodity Code: 96832

Purpose: Nuisance Abatement Program Commercial and Residential Asbestos Surveys and Post Abatement Verification Inspections I - 2020 (10% SBE Participation Goal)

Contact Person: Ariane Cook PCD/Hsng Conserv (Department/Division) 333-3910 (Phone Number)

Originating Department Director's Signature: [signature] 3-Apr-20 (Date)

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] 04/07/2020
Finance Director Signature Date

Tonika Williams 04/06/2020 CT20-2555
CF Prepared by Date CF/CT Number

VEHH 4/6/2020

Dayton, Ohio

Department of Planning and Community Development

Bid Tabulation For: Nuisance Abatement Program

Residential and Commercial Asbestos Surveys and

Post Abatement Verification Inspections I – 2020

(10% SBE Participation Goal)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
February 27, 2020	$44,310.00	150 Working Days

Bidders	Actual Amount Of Base Bid	Adjustment For Work Days	Adjustment For Comparison Purposes Only
*** Turn-Key Environmental Cons.**	$29,700.00	-0- 150 Working Days	$29,700.00

***Awarded**

Revised 9/14/98

MEMORANDUM | DAYTON

March 16, 2020

TO: Shauna Hill, Division Manager
Planning and Community Development,
Housing Inspection

FROM: Chrisondra Goodwine, Contract Compliance Officer
Human Relations Council (HRC) C. G.

SUBJECT: **NAP Commercial and Residential Asbestos Surveys and Post Abatement Verification Inspections I-2020 (10% SBE Participation Goal)**

The apparent low bidder, Turn-Key Environmental Consultants, Inc., submitted a bid utilizing one (1) PEP-certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that Turn-Key Environmental Consultants, Inc is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

The recommended company to receive the above-mentioned construction award is as follows:

PRIME CONTRACTOR	AMOUNT OF BASE BID + ALTERNATE 1	
Turn-Key Environmental Consultants, Inc	**$29,700.00**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
Turn-Key Environmental Consultants, Inc	**$29,700.00**	**100% SBE**

TOTAL COMMITTED PARTICIPATION	**100% SBE**

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☑ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

100.00 % SBE	% MBE	% WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.26 11:06:41 -05'00'

(Signature of Bidder/Offeror's Authorized Agent)

Turn-Key Environmental Consultants, Inc.

(Name of Bidder/Proposer's Firm)

Linda Treasure

(Printed Name of Bidder/Offeror's Authorized Agent)

President

(Title of Bidder/Offeror's Authorized Agent)

02/26/2020

(Date)

PEP-CERTIFIED SBE **(SELECT ONE) PARTICIPATION FORM**

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Turn-Key Environmental Consultants, Inc.

Address: 714 Monument Ave.

City: Dayton State: Oh ZIP: 45402

Telephone: (937) 335-8807 Email: tkec@turn-keyenvironmental.com

Primes Base Bid $

Name of Project: Nuisance Abatement Program Residential Asbestos Surveys and Post Abatement Verification Inspections

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Turn-Key Environmental Consultants, Inc.

PEP-Certified Firm's Tax ID#: 01-0585010

Scope of Work to Be Performed by Certified Firm:

Asbestos surveys and post abatement verification

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 29,700.00	% 100.00	$ $ 29,700.00
Materials	$	%	$
Labor	$	%	$

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.26 11:05:51 -05'00'

(Signature of Bidder/Proposer's Authorized Agent)

Linda Treasure

(Printed Name of Bidder/Proposer's Authorized Agent)

President 02/26/20

(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Nuisance Abatement Program Commercial & Residential Asbestos Surveys and Post Abatement Verification Inspections

I-2020

Project #6723754

Bidder Turn-Key Environmental Consultants, Inc.

714 E. Monument Ave.

Dayton, OH 45402

Nuisance Abatement Program Commercial & Residential Asbestos Surveys and Post Abatement Verification (#6723754)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
02/27/2020 12:00 PM EST

						Turn-Key Environmental	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Asbestos Survey Reports (Commercial)							$2,825.00
	1	SPL	1,501-5,000 SF	Each	3	$700.00	$2,100.00
	2	SPL	5,001-7,500 SF	Each	1	$725.00	$725.00
Post Abatement Verification Inspections and Reports (Commercial)							$925.00
	3	SPL	1,501-5,000 SF	Each	3	$225.00	$675.00
	4	SPL	5,001-7,500 SF	Each	1	$250.00	$250.00
Asbestos Survey Reports (Residential)							$19,710.00
	5	SPL	One-Story Over Slab	Each	3	$585.00	$1,755.00
	6	SPL	One-Story Over Crawl	Each	3	$585.00	$1,755.00
	7	SPL	One-Story Over Basement	Each	5	$585.00	$2,925.00
	8	SPL	Two-Story Over Slab	Each	3	$585.00	$1,755.00
	9	SPL	Two-Story Over Crawl	Each	1	$640.00	$640.00
	10	SPL	Two-Story Over Basement	Each	13	$640.00	$8,320.00
	11	SPL	Three-Story Over Slab	Each	1	$640.00	$640.00
	12	SPL	Three-Story Over Crawl	Each	1	$640.00	$640.00
	13	SPL	Three-Story Over Basement	Each	2	$640.00	$1,280.00
Post Abatement Verification Inspections and Reports (Residential)							$6,240.00
	14	SPL	One-Story Over Slab	Each	3	$195.00	$585.00
	15	SPL	One-Story Over Crawl	Each	3	$195.00	$585.00
	16	SPL	One-Story Over Basement	Each	5	$195.00	$975.00
	17	SPL	Two-Story Over Slab	Each	3	$195.00	$585.00
	18	SPL	Two-Story Over Crawl	Each	1	$195.00	$195.00
	19	SPL	Two-Story Over Basement	Each	13	$195.00	$2,535.00
	20	SPL	Three-Story Over Slab	Each	1	$195.00	$195.00
	21	SPL	Three-Story Over Crawl	Each	1	$195.00	$195.00
	22	SPL	Three-Story Over Basement	Each	2	$195.00	$390.00
						Base Bid Total:	**$29,700.00**

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, that we, Turn-Key Environmental Consultants, Inc.

714 Monument Ave., Dayton, OH 45402

_____ as Principal, hereinafter called the Principal, and the

United States Fire Insurance Company, of

305 Madison Ave., Morristown, NJ 07962, a corporation duly organized under the laws of

the State of Delaware, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Dayton as Obligee, hereinafter called the Obligee, in the sum

of 10% of the amount bid including alternates

Dollars ($ 2,970), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for NUISANCE ABATEMENT PROGRAM COMMERCIAL AND RESIDENTIAL ASBESTOS SURVEYS AND POST ABATEMENT VERIFICATION INSPECTIONS I – 2020 (10% SBE PARTICIPATION GOAL)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of February, 2020

Turn-Key Environmental Consultants, Inc.

By Linda Treasure
Principal

United States Fire Insurance Company

By _____
Sharon Brickman, Attorney-in-Fact
Surety

Agent:
The Fedeli Group
5005 Rockside Rd., Suite 500
Independence, OH 44131
216-328-8080

UNITED STATES FIRE INSURANCE COMPANY ★ DELAWARE ★

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06010434420

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Kevin Keller, Sharon Brickman, Lisa Jennings, Scott Liptak, Daniel A. Fedeli, Melanie Blankenburg

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27th day of February 20 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

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

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance

Issued 04/02/2018

Effective 04/02/2018

Expires 04/01/2019

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

UNITED STATES SURETY COMPANY

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

Section 3929.01 (A)

Surety

JNITED STATES SURETY COMPANY certified in its annual statement to this Department as of December 31,2017 that it has admitted assets in the amount of $75,429,910, liabilities in the amount of $24,170,140, and surplus of at least $51,259,771.

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

UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2018

ASSETS

Bonds (Amortized Value)		1,575,095,694
Preferred Stocks (Market Value)		2,500,000
Common Stocks (Market Value)		1,163,841,710
Mortgage Loans (Market Value)		3,510,000
Cash, Cash Equivalents, and Short Term Investments		477,327,351
Derivatives		23,002,739
Other Invested Assets		216,475,684
Investment Income Due and Accrued		8,006,764
Premiums and Considerations		195,195,701
Amounts Recoverable from Reinsurers		31,104,247
Funds Held by or Deposited with Reinsured Companies		4,482,823
Current Income Taxes Recoverable		1,966,565
Net Deferred Tax Asset		161,021,872
Electronic Data Processing Equipment		4,043,042
Receivables from Parent, Subsidiaries and Affiliates		138,140,008
Other Assets		80,113,770
TOTAL ASSETS	$	4,085,827,970

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)		1,559,822,684
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses		41,178,534
Loss Adjustment Expenses		386,839,696
Commissions Payable, Contingent Commissions and Other Similar Charges		3,516,082
Other Expenses (Excluding Taxes, Licenses and Fees)		48,794,043
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		20,335,069
Unearned Premiums		517,688,148
Advance Premium		5,194,006
Ceded Reinsurance Premiums Payable		23,630,611
Funds Held by Company under Reinsurance Treaties		20,864,701
Amounts Withheld by Company for Account of Others		76,666,809
Provision for Reinsurance		627,927
Payable to Parent, Subsidiaries and Affiliates		10,488,505
Other Liabilities		52,539,781
TOTAL LIABILITIES	$	2,768,186,596
Common Capital Stock		13,560,000
Gross Paid In and Contributed Surplus		1,246,294,940
Unassigned Funds (Surplus)		57,786,434
Surplus as Regards Policyholders		1,317,641,374
TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS	$	4,085,827,970

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 5th day of March, 2019.
UNITED STATES FIRE INSURANCE COMPANY

Bidder is

An Individual

Firm Name _____

Business Address _____

Telephone _____

Partnership

Firm Name _____

Members of Firm and

Their Business Address _____

_____

_____

Telephone _____

Corporation

Name Turn-Key Environmental Consultants, Inc.

State of Incorporation Ohio

Name and Title of

Officers with Authority

to Sign Contract Linda Treasure, President

William Treasure, Vice President

Home Office Address 790 Barnhart Rd., Troy, OH 45373

Local Address 714 E. Monument Ave., Dayton, OH 45402

Telephone (937) 335-8807 Fax (937) 339-4882

E-mail tkec@turn-keyenvironmental.com

Federal I.D.# 01-0585010

Dated this 24 day of February, 2020

Bidder: Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.24 15:51:29 -05'00'

(Person, Firm, or Corporation)

By: Linda Treasure

Title: President

BID BOND

Amount $ $ 2,970.00

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

f $ 2,970.00 Dollars, for the payment of which well and truly to be made, we hereby, jointly and

everally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

'he condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,

Turn-Key Environmental Consultants, Inc.

amed therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to

e bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the

irector, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

gned at Dayton, Ohio, this 26 day of February, 2020.

Turn-Key Environmental Consultants, Inc.

714 Monument Ave., Dayton, OH 45402

Bidder

United States Fire Insurance Company

305 Madison Ave., Morristown, NJ 07962

Surety

The Fedeli Group

Name of Insurance Agency

5005 Rockside Rd., Fifth Floor, Independence, OH 44131

Address of Insurance Agency

Telephone (216) 643-6987 FAX (216) 328-8081

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, Linda Treasure hereby certify that
(print name – an Officer of the company)

Turn-Key Environmental Consultants, Inc. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

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

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

☑ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

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

By: Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.24 15:52:06 -05'00'
(signature)

Title: President

Date: 2/24/2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

None

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

None

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

None

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

Turn-Key is a PEP certified SBE

Turn-Key is HUD Section 3 certified

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

N/A

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

STATE OF OHIO,
COUNTY OF Miami ,ss:

Linda Treasure being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Turn-Key Environmental Consultants, Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

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

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

   ☐ Labor organization.

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

By: Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.24 15:52:44 -05'00'

Title: President

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OH)
COUNTY OF Miami) SS:
)

Linda Treasure, being first duly sworn deposes and states that:

(1) He/she is officer of
(owner, partner, officer, representative, or agent)

Turn-Key Environmental Consultants, Inc. that
(business or organization name)

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

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

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

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

Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.24 15:53:05 -05'00'
SIGNED

President
TITLE

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Nuisance Abatement Program Asbestos Surveys and Post Abatement Verification Turn-Key — Dayton, OH

NAME — **LOCATION**

During the performance of this contract:

Turn-Key Environmental Consultants, Inc.	714 Monument Ave., Dayton, OH 45402	937-335-8807/ fax 937-339-4882
CONTRACTOR	**ADDRESS**	**TELEPHONE / FAX**

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

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

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

1.) **Goals & Timetables**. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%

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

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

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

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

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

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

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

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

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

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

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

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

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

Turn-Key Environmental Consultants, Inc. (Contractor) certifies that:

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

Asbestos Hazard Evaluation Specialist

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

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

SIGN: Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.26 11:04:07 -05'00'

(Signature of Authorized Representative of Bidder)

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

PEP-CERTIFIED SBE (SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Turn-Key Environmental Consultants, Inc.

Address: 714 Monument Ave.

City: Dayton State: Oh ZIP: 45402

Telephone: (937) 335-8807 Email: tkec@turn-keyenvironmental.com

Primes Base Bid $_____

Name of Project: Nuisance Abatement Program Residential Asbestos Surveys and Post Abatement Verification Inspections

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Turn-Key Environmental Consultants, Inc.

PEP-Certified Firm's Tax ID#: 01-0585010

Scope of Work to Be Performed by Certified Firm:

Asbestos surveys and post abatement verification

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ $ 29,700.00	% 100.00	$ $ 29,700.00
Materials	$	%	$
Labor	$	%	$

SECTION 3: AFFIRMATIONS

The above-named **Bidder / Proposer** affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.26 11:05:51 -05'00'

(Signature of Bidder/Proposer's Authorized Agent)

Linda Treasure

(Printed Name of Bidder/Proposer's Authorized Agent)

President 02/26/20

(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: *Submit one (1) executed copy of this form with your Bid/Proposal.*

- *If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).*
- *If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date.* ***Bidders/Proposers will receive no further reminders about this deadline.***

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: *(Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)*

☑ **Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s).** The Bidder/Proposer is committed to a minimum of:

100.00 % SBE	% MBE	% WBE	% DLSB

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ **Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived:** *(Check all that apply.)*

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. *The Bidder/Proposer will receive no further reminders about this deadline.*

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. *Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract.* The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. *Divided contract work items into economically feasible units to facilitate PEP participation,* even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. *Negotiated in good faith with PEP-Certified Firms,* and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. *Provided interested PEP-Certified Firms with plans and specifications at no cost,* or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. *Sought the Dayton MBAC's assistance* or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Linda Treasure Digitally signed by Linda Treasure Date: 2020.02.26 11:06:41 -05'00'

(Signature of Bidder/Offeror's Authorized Agent)

Turn-Key Environmental Consultants, Inc.

(Name of Bidder/Proposer's Firm)

Linda Treasure

(Printed Name of Bidder/Offeror's Authorized Agent)

President

(Title of Bidder/Offeror's Authorized Agent)

02/26/2020

(Date)

BACK

8.

City Manager's Report

From **2390 - Planning & CD/Community Dev**

Date **April 22, 2020**

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

Supplier, Vendor, Company, Individual

Total Amount **$50,000.00 (thru 12/31/2021)**

Name **County Corp**

Address **130 W. Second Street, Suite 1420**
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2018 Community Development Block Grant (CDBG)	26301-2390-1159-31-PL1993	$50,000.00

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

Description

Community Development Block Grant Subrecipient Agreement – County Corp
Carillon Home Improvement Program

The Department of Planning and Community Development requests approval to enter into an Agreement with County Corp to administer the Carillon Home Improvement Program. The program was awarded funding through the 2019 Community Development Block Grant (CDBG) Competitive Process.

These funds will provide for an exterior home repair forgivable grant program and will result in exterior home repairs and accessibility modifications for approximately 10 low- to moderate-income homeowners in the Carillon Neighborhood. Under the Community Development Block Grant (CDBG) program, the City is awarding $50,000.00 in 2018 Action Plan funds to County Corp for program implementation.

This Agreement shall commence upon execution and it shall terminate on December 31, 2021.

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

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

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2559

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	Execution by the City
Expiration Date	12/31/21
Original Commission Approval	$ 50,000.00
Initial Encumbrance	$ 50,000.00
Remaining Commission Approval	$ -

Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 50,000.00	Amount:
Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1993 (Act) XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: County Corp

Vendor Address: 130 W. Second Street, Suite 1420 (Street) Dayton (City) OH (State) 45402 (Zip code + 4)

Federal ID: 310978908

Commodity Code: 90757

Purpose: County Corp will provide exterior home repairs and accessibility modifications for LMI homeowners in the Carillon Neighborhood in the City of Dayton. This project was awarded funding through the 2019 CDBG Competitive Process.

Contact Person: Sarah Geist x3814 | Planning & Community Development (Department/Division) | 4/9/2020 (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] — Finance Director Signature — 04/14/2020 Date

Jessica Williams — CF Prepared by — 04/13/2020 Date — CT20-2559 CF/CT Number

SA 04-09-2020

CDBG SUBRECIPIENT AGREEMENT
COUNTY CORP
CARILLON HOME IMPROVEMENT PROGRAM
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 called "City") and **COUNTY CORP**, a not-for-profit corporation organized under the laws of the State of Ohio (hereinafter called "Subrecipient").

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, the City has delegated to the Subrecipient the responsibility of rendering housing repair and accessibility modification services through the provisions of the CDBG program; and,

WHEREAS, the Program set forth herein will meet one of the Community Development Block Grant (hereinafter referred to as "CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with funds to render housing repair and accessibility modification services for CDBG eligible households; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as "Carillon Home Improvement Program" under the CDBG program in the 2018 Action Plan for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Numbers B-18-MC-39-0010.

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE 1. DEFINITIONS

A. "Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.
B. "Program Income" is income received by the Subrecipient directly generated from the use of CDBG funds.
C. "CDBG Program Funds" shall mean funding received by the City from HUD under the City of Dayton's CDBG Program.
D. "Contract Period" shall mean the effective date of this agreement and time given for

performance.

E. "Project Activity" shall mean the activity therein described in Exhibit A – Scope of Services - of this Agreement.
F. "Moderate, Low, and Very Low Income" shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.

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 Years 2018 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2020 and 2021 Consolidated Annual Performance Evaluation Reports (CAPERs). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, and D – Quarterly and Cumulative Reports.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Exhibit A, the budget set forth in Exhibit B, the program monitoring schedule set forth in Exhibit C, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient 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 SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use CDBG funds made available to the Carillon Home Improvement Program ("Program") for the purpose of home repairs and accessibility modifications to low-income homeowners as more fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

ARTICLE 4. TERM OF CONTRACT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2021.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City's 2018 CDBG funds, in the amount of **FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00)** for the work and services to be provided by subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any indirect costs charged

must be consistent with the conditions of Article 8 (C) (2) - of this Agreement. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between execution of this agreement and December 31, 2021, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

A. Compliance

1. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient, 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, subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, sub-grants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

By executing this Agreement, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing

others to construe the parties' relationship in a manner inconsistent with this provision. Subrecipient 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.

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 employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification

Subrecipient 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 Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient 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

Subrecipient shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient 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)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

Subrecipient 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, Subrecipient 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 Subrecipient 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 Subrecipient 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 services, 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 Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

Subrecipient 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 Subrecipient addressed as follows:

To City: City of Dayton, Ohio
Department of Planning and Community Development
101 West Third Street
Dayton, Ohio 45402
Attn: Sarah Geist
(937) 333-3814
Sarah.Geist@daytonohio.gov

To Subrecipient: County Corp
130 W. Second Street, Suite 1420
Dayton, OH 45402
Attn: Kimetta Parker
(937) 531-7050
kparker@countycorp.com

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

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient 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

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

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

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient 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 demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

Subrecipient 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

The Subrecipient 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. Records pertinent to this agreement shall be retained until December 31, 2025.

Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient 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 the Subrecipient 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

Subrecipient 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 Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

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

6. Audits, Monitoring, and Evaluation

All Subrecipient 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 Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient 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

Subrecipient 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. Program Income

Subrecipient shall report no less than monthly all "Program Income," as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's 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.

3. Payment Procedures

The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient 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 Subrecipient, 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 Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of Subrecipient.

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.

D. Procurement

1. Compliance

Subrecipient 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.

Subrecipient 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, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area 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. Subrecipient 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 Subrecipient's 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 Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient 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. Subrecipient 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 subrecipient 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

Subrecipient agrees to comply with all local and state civil rights statues, 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

Subrecipient 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.

Subrecipient 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 Subrecipient 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, Subrecipient 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. Subrecipient, 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

Subrecipient 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 Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient 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 Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

Subrecipient 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. Subrecipient 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

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of **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 subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient 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, Subrecipient and any of Subrecipient's contractors and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and any of Subrecipient's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient 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. <u>HUD Section 3 Participation Goals</u>

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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

Subrecipient 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 Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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 subrecipient 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, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. Lobbying

Subrecipient 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

Subrecipient 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

Subrecipient 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. Environmental Review

Subrecipient shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.) as it is applied at 24 CFR Part 58, including any requirements that may be imposed by the City as a result of its responsibility for environmental review, decision-making, and action under NEPA Home. Subrecipient will submit a copy of an Environmental Review & Assessment for each project address to the City as required in 24 CFR Part 58.

Work on a specific project address may not commence until the City of Dayton has given written notice to proceed. Requests for environmental review shall be submitted to the appropriate personnel as described in Exhibit C – Program Monitoring Schedule.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient 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).

D. Lead-Based Paint

Subrecipient 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. HISTORIC PRESERVATION

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the City and/or State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The City and/or State must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

ARTICLE 12. 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 13. 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 14. WAIVER

The City's failure to act with respect to a breach by subrecipient 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 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and subrecipient 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 subrecipient with respect to this Agreement.

ARTICLE 16. **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 Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

COUNTY CORP

By: Stephen D. Moss

Title: President

March 13, 2020
Date

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

_____
Date

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

_____, 2020

Min./Bk. _____ Page _____

_____
Clerk of the Commission

EXHIBIT A
SCOPE OF SERVICES
COUNTY CORP CARILLON HOME IMPROVEMENT PROGRAM

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "Carillon Home Improvement Program," through December 31, 2021.The program will result in the repair of up to 10 households within the City of Dayton corporate limits who are at or below eighty percent (80%) of the Area Median Income (AMI) and reside within the Carillon Neighborhood, as described in Exhibit E – Carillon Home Improvement Program Project Boundaries.

County Corp will provide 5-year forgivable grants with restrictive covenants, not to exceed $10,000 per unit, to complete exterior home repairs and exterior accessibility modifications for homeowners within the City of Dayton's Carillon Neighborhood. The grant will include a five-year restrictive covenant to ensure the single family household benefits the LMI homeowner for a period of at least five years. The restrictive covenant shall cover the costs associated with repairs or modifications completed through this program, and will have a five-year lifespan, with a forgivable rate of 20% per year. County Corp will record the restrictive covenant with the Montgomery County Recorder's Office for every household that participates in the program. Once repairs are completed, County Corp will continue to monitor the ownership of all beneficiaries to ensure the property remains occupied by the same homeowner for the entirety of the 5-year period. Should a homeowner sell or transfer ownership before the expiration of the 5-year period, County Corp will calculate the balance remaining on the grant, and will seek reimbursement from the beneficiary homeowner. Any funds collected due to the transfer of ownership will be considered program income, and will be remitted to the City of Dayton as contemplated in Article 8, Section C of this Agreement.

Program Definitions

The services offered through the "Carillon Home Improvement Program" will include exterior home repairs and exterior accessibility modifications. The repairs made under this program by County Corp must address City of Dayton code enforcement violations before additional repairs are made. This project is in support of the recently adopted Carillon-Edgemont Neighborhood Plan, in which housing stabilization and homeowner support is a stated goal. The program will specifically target houses within housing stabilization areas identified in the Carillon-Edgemont Neighborhood plan. These areas have high rates of home ownership and majority of houses are still in good condition. Helping targeted homeowners in this area to address exterior home repairs needed will not only help the individual residents but have an overall impact on the streets in which they are located.

There are 84 owner-occupied, residential structures in the area targeted for this effort. Approximately 17% of these homes are in need of external repairs including roofs, porches, and paint. While the program will prioritize the target housing areas identified in the Carillon-Edgemont Neighborhood Plan, which include Harriet, Smith and Stewart Streets, all houses within the Carillon neighborhood will be eligible.
The project will provide assistance with Facade improvements made to correct code violations, rehabilitate or protect property exterior from further damage. These improvements will include, but are not limited to such items as: roof and gutter repair or replacement, windows and doors (when not disturbing paint) and crumbling or loose steps that, if not repaired, will collapse or cause injury.

A structured process will be followed through the completion of each project. Once complete application documentation i s collected and the application is approved, the County Corp Construction Manager will handle the preparation of specs and obtaining contractor bids from a vetted and approved list of Contractors. The homeowner will select the contractor(s). The Construction Manager then follows each project to completion assuring that each project is completed in a timely manner and according to specifications. A statement of satisfaction is obtained from the homeowner once a final inspection is completed by the Construction Manager and homeowner. Invoice processing, once approved to pay by the Construction Manager, is handled by the Property Manager. Invoices are then paid by the accounting department. County Corp has financial management systems that conform to standards for financial management systems. Project files and documentation are maintained at high standards.

The maximum cost per unit shall not exceed $10,000, and will include direct costs associated with each unit, including materials, labor, and work by subcontractors, and the administrative costs added together. Below is a description of such repairs.

Exterior home repairs are defined as improvements made to homes necessary to safeguard against danger to human life, health or safety, or to protect property from further structural damage. These repairs will bring the subject items up to local codes and standards. Exterior home repair items include, but are not limited to, such items as: roof replacement; severely damaged, deteriorated, or leaking roof; chimney repair/tuck pointing; exterior paint or siding repair; porch, step, and/or railing repair; exterior concrete work and fencing repairs when done in conjunction with other repairs; damaged, deteriorated, or leaking gutter repair or replacement; and damaged or hazardous outdoor/exterior steps and stairways.

Exterior accessibility modifications are defined as improvements made to homes of elderly and/or disabled persons to make the home more accessible. Improvements are designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly and/or disabled persons. Accessibility modification items include, but are not limited to, such items as: installing grab bars/handrails and hazardous porch, step, stairway, railing, and/or ramp replacement/repair.

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activities carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (4) and 24 CFR 570.202, and that the activities are a provision of homeowner rehabilitation, CDBG Matrix Code 14A (Rehab; Single-Unit Residential), benefitting low- and moderate-income (LMI) persons under the National Objective of Low/Mod Housing (LMH) Benefit. The program will maintain the supply and availability of safe, decent, and affordable housing for low- and moderate-income residents, improve the general interior and exterior conditions of the housing stock in the City, provide housing rehabilitation opportunities for low- and moderate-income residents of the City, increase the percentage of neighborhood residents who rate their neighborhood desirable, reduce the number of homeowners forced from their homes due to deteriorated housing and substandard living conditions, and encourage private investment in the Phoenix Project . The provision of homeowner rehabilitation is considered to address the LMH National Objective per 24 CFR 570.208 (a) (3).

3. PROGRAM GUIDELINES

The Subrecipient shall use the City of Dayton CDBG funds for implementation of a Homeowner Rehabilitation Program as articulated below, not to exceed **FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00)**. The period will be through December 31, 2021 as contemplated in this agreement.

A. Homeowner Rehabilitation Program

1. The program provides the funding, labor, and materials necessary to correct substandard, unsanitary, and deteriorated conditions of low- and moderate-income owner-occupied residences as described in Exhibit A Section 1.

2. Only owner-occupied single family (one unit) residential structures are eligible to participate in the program.

3. Properties purchased by land contract are not eligible under this program unless the land contract documents have been properly recorded by the Montgomery County Recorder's Office.

4. Properties in foreclosure are not eligible for funding under this program.

5. Property taxes must be current, or if not current, a payment plan must be in place with the Montgomery County Treasurer's Office.

6. Eligible geographic areas for the program include the Carillon Neighborhood, more specifically contemplated in Exhibit E.

7. Eligible beneficiaries of this program are homeowners within the Carillon Neighborhood.

8. Eligible beneficiaries of this program are households earning no more than eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated below. New income limits will replace the limits listed below when issued, and will be made available by the City for the Subrecipient annually.

(As of 06.28.2019)	FY 2019 Dayton, OH MSA Income Limits
Household Size	Moderate (80%) Income Limits
1	$39,550
2	$45,200
3	$50,850
4	$56,500
5	$61,050
6	$65,550
7	$70,100
8	$74,600

9. County Corp will provide eligible beneficiaries with 5-year forgivable loans, not to exceed $10,000, that are forgiven at a rate of 20% per year.

10. County Corp will record a restrictive covenant with the Montgomery County Recorder's office for every household receiving CDBG funding under this Agreement.

11. County Corp will monitor the ownership of all households that receive CDBG funding under this Agreement, and will ensure that if ownership is transferred within the five-year loan period, the applicable payments are calculated and received from the beneficiary at the time of the sale as detailed in Section 1.

12. Homeowners receiving CDBG funding under this Agreement will seek three competitive bids from eligible contractors for all exterior repair and accessibility modification improvements. Though Section 3 requirements apply to all City of Dayton HUD-funded projects, especially those involving housing construction, housing rehabilitation, or other public construction, Section 3 requirements must be met by any contractor or subcontractor receiving $100,000.01 in non-cumulative contracts where Section 3 applies. Under this Agreement, contractors selected by the homeowners will not be subjected to Section 3 requirements because the loan for each household cannot exceed $10,000.00.

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures

5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for determination of household eligibility based on income, identification of target households, marketing the program, application intake and processing, development of rehabilitation/repair work specifications, preconstruction conferences, coordination of services for the completion of the repairs, inspection of rehabilitation work, compliance with all CDBG regulations, final inspection of repairs completed, client satisfaction survey, and preparation of reports to City as detailed in Section 10, Reporting Procedures and as displayed in Exhibit D - Quarterly and Cumulative Reports . Subrecipient will respond to all complaints regarding repairs performed by Subrecipient for one year from date of completion, and client satisfaction survey.

Funds will be used to address code violations, health and safety items, and incipient repair items as identified by Subrecipient. All repairs must be performed in accordance with local building code standards.

6. BUDGET

The program budget is attached to this document as Exhibit B – Program Budget.

7. STAFFING

Subrecipient shall assign the following staff as Key Personnel to the "Carillon Home Improvement Program":

Staff Member Title	General Program Duties	Average Time Allocation
Kimetta Parker, Contract Development and Compliance Manager	This position manages the program budget and compliance, including: • Application Intake and Qualifying applicants • Updating budget status • Reporting to City	7 hours/week
Ben Deacon, Construction Manager	This position oversees projects and determines scope of work, including: • Performs inspections • Writes specs • Manages bid process and oversees all job site activities	20 hours/week
Mike Brennaman	This position oversees projects and determines the scope of work, including: • Performs inspections • Writes specs • Manages bid process and oversees all job site activities	10 hours/week
Courtney Schneider, Housing Program Manager	This position assists with outreach and the application process, including: • Client Outreach • Application Intake • Qualifying applicants	5 hours/week
Jerry Longo, Accounting Manager	This position manages accounting duties, including: • Invoicing • Submitting supporting documents for invoices to the funder • Other Accounting related tasks	3 hours/week
Oxana Makbrayd, Accounting Clerk	This position assists with accounting duties, including: • Processing contractor payments • Providing supporting documents for files and invoices • Other Accounting related tasks	3 hours/week

Tracy Schultz, Controller	This position oversees all invoicing and accounting functions: • Invoicing funder • Submitting supporting documents for invoices to the funder • Other Accounting related tasks	3_hours/week

Any changes in the Key Personnel assigned, their general responsibilities, or their average time allocation under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B – Program Budget. Subrecipient shall submit all invoices and supporting documentation to the City's Department of Planning and Community Development. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. Invoice Information

Subrecipient's invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered
4. Work Done/Accomplishments Summary, etc.
5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination.
6. Total Amount Requested
7. List of Enclosed Documents
8. Agreement Funding Balance
9. Other information Subrecipient wishes to communicate to the City
10. Signature of Subrecipient's Chief Financial Officer

B. Supporting Documentation

Subrecipient shall collect, maintain, and submit the following documentation and information with invoices for payment. For Project administration and personnel cost invoicing, the Subrecipient will include the number of hours worked on the program/project funded, and a detailed summary of work performed by employees during the time for which payment was

made. For supplies and materials invoicing, the documentation and information shall include an invoice from vendor or company detailing the item(s)/services purchased and a copy of Contractor's check showing that Subrecipient paid the vendor for goods/services. Subrecipient shall also provide a copy of the recorded restrictive covenant for each improved property.

Unless disputed or the City determines that there is insufficient or incomplete documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner, typically within 30 days.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, subrecipient must record the name, address, sex and age of homeowner, the number of people in the household, total household income, racial and ethnic data of household members, a description of work and services to be performed for homeowner, a signed agreement with homeowner, work specifications, and proof of payment to contractor(s).

The following financial records related to the payment of salaries and fringes for operational staff should be included in the project file if applicable:

A. Accounting journals and ledgers

B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)

C. Bank account records

D. Time sheets for personnel

E. Payroll records and reports

F. Documentation of other administrative costs charged

G. Financial reports

H. Audit files

I. Financial correspondence

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program and all affordability requirements. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement. Records pertinent to this agreement shall be retained until December 31, 2025.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the

Project Manager and will be retained for 5 years beyond the terms of the contract. The Sub-recipient agrees to submit the following reports.

A. Quarterly Progress Reports

Subrecipient agrees to submit on the fifteenth (15th) day of each quarter, beginning with April 15, 2020, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous quarter. The Quarterly Progress Report must detail, at a minimum, the following information per reporting period:

1. The number of repairs/modifications completed;
2. A brief summary of the repairs/modifications completed and the number of individuals served;
3. Total number of housing units improved, including the number improved through emergency repairs, for accessibility, with energy efficiency improvements, and newly constructed units;
4. The addresses of housing units improved;
5. The race/ethnicity and age for each household assisted;
6. The number of female-headed households;
7. The income level for each household assisted;
8. Lead paint status and remediation data.
9. Additional funding sources leveraged.

A copy of the Quarterly Report is included in Exhibit D – Quarterly and Cumulative Reports.

B. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than January 15, 2021 and January 15, 2022. The reports will be provided by the City no later than December 17, 2020 and December 17, 2021. A copy of the Cumulative Report is included in Exhibit D – Quarterly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient's activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

11. COMMUNICATIONS

All notices and correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article 7 of the Agreement.

EXHIBIT B
PROGRAM BUDGET

County Corp Carillon Home Improvement Program	City 2018 CDBG	Local	County	In-Kind	**Total**
Housing Construction/Rehab	$45,000	$31,500	-	-	**$76,500**
Personnel Costs	$5,000	$3,500	-	-	**$8,500**
Total	**$50,000**	**$35,000**	-	-	**$85,000**

Requests for payment of eligible expenses will be associated with the line items as stated above. Expenses for eligible costs incurred after contract execution date may be invoiced and shall be paid upon execution of this agreement.

This budget may only be modified through formal written amendment approved by the City and Subrecipient.

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EXHIBIT C
CDBG PROGRAM MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning and Community Development
Subrecipient: County Corp
Project/Program: Carillon Home Improvement Program

Monitoring Subject Area	Date of Review	City Representative
Section I. Required Monitoring for ALL CDBG Subrecipient Agreements		
Financial and Program Eligibility	Upon submission of invoice(s)	Sarah Geist or designated staff
Program Performance and Records Management	Ongoing on a quarterly basis until termination of Agreement	Sarah Geist or designated staff
Environmental Review	As specific activities warrant	Pete Thornburgh or designated staff
Historic Properties Protection Review	As specific activities warrant	Designated staff
On-Site Monitoring Visit	As warranted by Annual Risk Assessment	Sarah Geist or designated staff
Section II. Specific Monitoring Areas based on Project Type		
Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)	As specific activities warrant	Project Manager or designated staff
Acquisition and Relocation Compliance	Not Applicable	
Housing Rehabilitation Guidelines	As specific activities warrant	Sarah Geist or designated staff
Economic Development Guidelines	Not Applicable	

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EXHIBIT D
QUARTERLY AND CUMULATIVE REPORTS

Quarterly Report

Project Name: Carillon Home Improvement Program
Subrecipient: County Corp
Action Plan Year: 2020

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

2. Was the project completed during the current reporting period? _____ YES _____ NO

2a. If YES, indicate completion date. _____

2b. If NO, please provide a brief description of the Subrecipient's plan to complete the project and an estimated timeframe for completion.

3. Total number of housing units improved: _____

4. Total number of housing units improved through emergency repair(s): _____

5. Total number of housing units modified to be accessible: _____

6. Total number of newly constructed affordable, accessible housing units: _____

7. Addresses of housing units improved (including ZIP) *Must match #3*
Add additional rows as necessary

1. _____

2. _____

3. _____

4. _____

5. _____

8. Race/Ethnicity *Total must match #3*

Race	Total	Hispanic/Latino
White		
Black/African-American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African-American & White		
Asian & White		
American Indian/Alaskan Native & White		
Native Hawaiian/Other Pacific Islander & White		
American Indian/Alaskan Native & Black/African-American		
Other multi-racial		
TOTAL		

9. Female-Headed Households: _____

10. Income Levels

Income Level	Number Households
Extremely Low - 0-30%	
Low - 30-50%	
Moderate - 50-80%	
Non-Low/Moderate	
TOTAL	
Percent Low/Mod	%

11. Applicable Lead Paint Requirement

Total must match #3

	# Housing Units
Housing Constructed before 1978	
Exempt: housing constructed 1978 or later	
Exempt: No paint disturbed	
Otherwise exempt:	
0 bedrooom	
Elderly/Disabled with no children under 6	
Lead-based paint free	
TOTAL	

12. Lead Hazard Remediation Actions:

Total must match #3

	# Housing Units
Lead Safe Work Practices *(24 CFR 35.930(b)) (Hard costs <= $5k)*	
Interim Controls for Standard Practices *(24 CFR 35.930(c)) (Hard costs $5k-$25k)*	
Abatement *(24 CFR 35.930(d)) (Hard costs > $25k)*	
TOTAL	

13. Homeowner Rehab Units:

Total must match #3

	# Housing Units
Units Occupied by Elderly	
Units Moved from Substandard to Standard (HQS or Local Code)	
Section 504 Accessible Units	
Units Qualified as Energy Star	
Units Brought into Compliance with Lead Safety Rules (24 CFR Part 35)	
TOTAL	

Annual Cumulative Report & Post Agreement Report

Project Name: Carillon Home Improvement Program
Subrecipient: County Corp
Action Plan Year: 2020
Reporting Period: January 1 – December 31, 2020

1. Does the project generate program income (PI)? _____ YES _____ NO
PI is defined as the proceeds from the sale of real estate purchased through CDBG, income generate from fees or charges assessed for a CDBG-funded service, or loan repayments from a revolving loan program funded with CDBG dollars

1a. If YES, how much PI was received during reporting period? $_____

1b. Program Income balance as of report date: $_____

2. Does the project utilize any funding other than the CDBG allocation? _____YES _____NO

2a. If YES, indicate the source, type (Federal, State, Local, or Private), and the amount.

Source	Type	Amount

3. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

4. Was the project completed during the current reporting period? _____ YES _____ NO

4a. If YES, indicate completion date. _____

4b. If NO, please provide a brief description of the Subrecipient's plan to complete the project and an estimated timeframe for completion.

5. Total number of housing units improved: _____

6. Total number of housing units improved through emergency repair(s): _____

7. Total number of housing units modified to be accessible: _____

8. Total number of newly constructed affordable, accessible housing units: _____

9. Addresses of housing units improved (including ZIP) *Must match #3*
Add additional rows as necessary

1. _____

2. _____

3. _____

4. _____

5. _____

10. Race/Ethnicity *Total must match #3*

Race	Total	Hispanic/Latino
White		
Black/African-American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African-American & White		
Asian & White		
American Indian/Alaskan Native & White		
Native Hawaiian/Other Pacific Islander & White		
American Indian/Alaskan Native & Black/African-American		
Other multi-racial		
TOTAL		

11. Female-Headed Households: _____

12. Income Levels

Income Level	**Number Households**
Extremely Low - 0-30%	
Low - 30-50%	
Moderate - 50-80%	
Non-Low/Moderate	
TOTAL	
Percent Low/Mod	%

13. Applicable Lead Paint Requirement

Total must match #3

	# Housing Units
Housing Constructed before 1978	
Exempt: housing constructed 1978 or later	
Exempt: No paint disturbed	
Otherwise exempt:	
0 bedrooom	
Elderly/Disabled with no children under 6	
lead-based paint free	
TOTAL	

14. Lead Hazard Remediation Actions:

Total must match #3

	# Housing Units
Lead Safe Work Practices *(24 CFR 35.930(b)) (Hard costs <= $5k)*	
Interim Controls for Standard Practices *(24 CFR 35.930(c)) (Hard costs $5k-$25k)*	
Abatement *(24 CFR 35.930(d)) (Hard costs > $25k)*	
TOTAL	

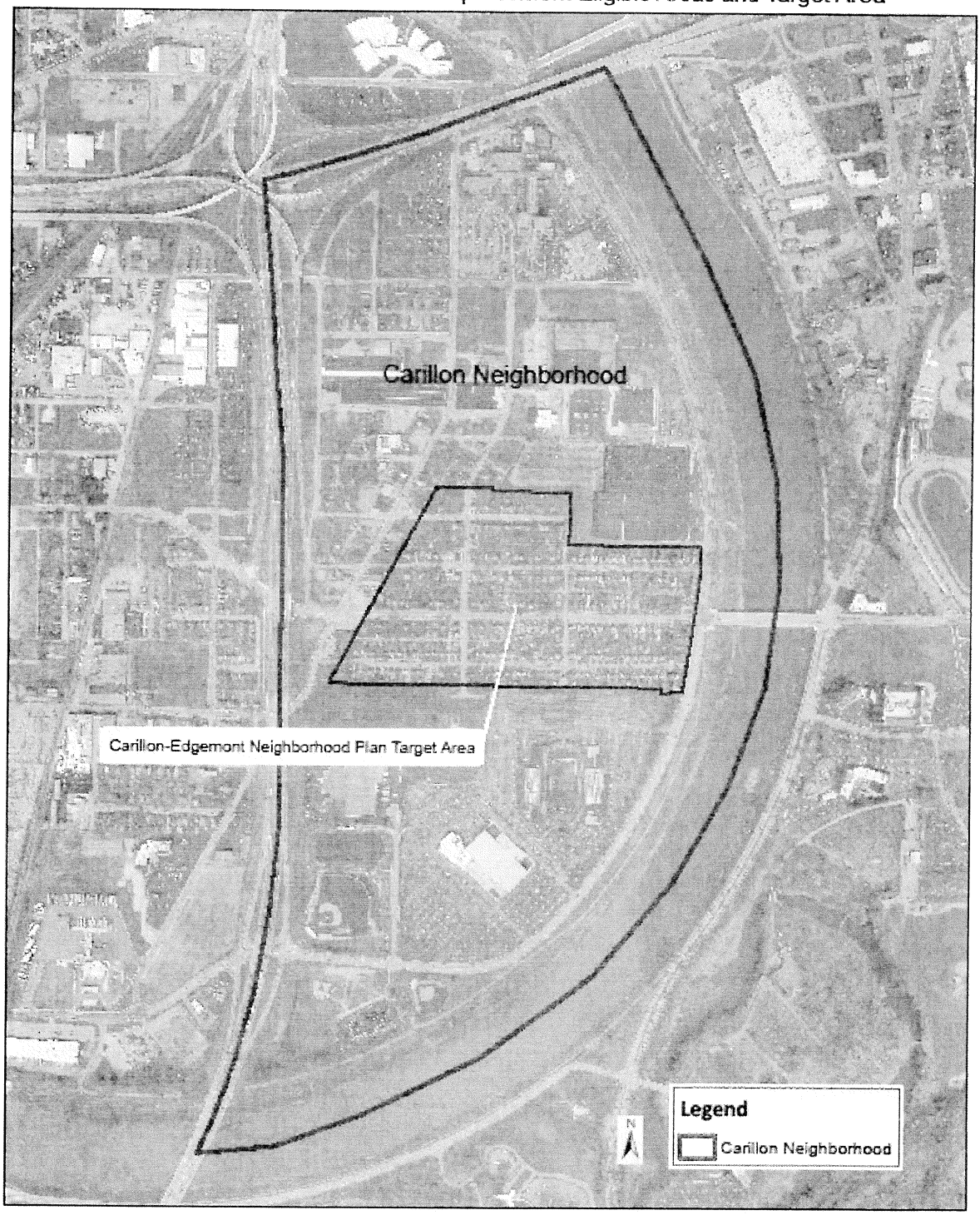
15. Homeowner Rehab Units:

Total must match #3

	# Housing Units
Units Occupied by Elderly	
Units Moved from Substandard to Standard (HQS or Local Code)	
Section 504 Accessible Units	
Units Qualified as Energy Star	
Units Brought into Compliance with Lead Safety Rules (24 CFR Part 35)	
TOTAL	

EXHIBIT E
CARILLON HOME IMPROVEMENT PROGRAM PROJECT BOUNDARIES

Carillon Home Improvement Eligible Areas and Target Area



BACK

9.

City Manager's Report

From **2390 - Planning & CD/Community Dev**

Date **April 22, 2020**

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

Supplier, Vendor, Company, Individual

Total Amount **$75,000.00 (thru 12/31/2021)**

Name **County Corp**

Address **130 W. Second Street, Suite 1420**
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2018 Community Development Block Grant (CDBG)	26301-2390-1159-31-PL1994	$75,000.00

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

Description

Community Development Block Grant Subrecipient Agreement – County Corp
Emergency Repair and Accessibility Program

The Department of Planning and Community Development requests approval to enter into an Agreement with County Corp to administer the Emergency Repair and Accessibility Program. The program was awarded funding through the 2019 Community Development Block Grant (CDBG) Competitive Process.

These funds will provide for an emergency home repair program and will result in home repairs and accessibility modifications for approximately 10 low- to moderate-income homeowners at or below fifty percent of the Area Median Income. Under the CDBG program, the City is awarding $75,000.00 in 2018 Action Plan funds to County Corp for program implementation.

This Agreement shall commence upon execution and it shall terminate on December 31, 2021.

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

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

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2560

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	12/31/21
Original Commission Approval	$ 75,000.00
Initial Encumbrance	$ 75,000.00
Remaining Commission Approval	$ -

Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 75,000.00	Amount:
Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1994 (Act) XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: County Corp

Vendor Address: 130 W. Second Street, Suite 1420 (Street) Dayton (City) OH (State) 45402 (Zip code + 4)

Federal ID: 310978908

Commodity Code: 90757

Purpose:

County Corp will administer an emergency home repair program for approximately 10 LMI homeowners in the City of Dayton. This project was awarded funding through the 2019 CDBG Competitive Process.

Contact Person: Sarah Geist x3814 | Planning & Community Development (Department/Division) | 4/9/2020 (Date)

Originating Department Director's Signature: Todd M. Kinskey — Digitally signed by Todd M. Kinskey Date: 2020.04.09 16:40:20 -04'00'

SECTION II - to be completed by the Finance Department

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

Finance Director Signature — Date: 04/14/2020

Tonia Williams — CF Prepared by — Date: 04/13/2020 — CF/CT Number: CT20-2560

SA 04-09-2020

CDBG SUBRECIPIENT AGREEMENT
COUNTY CORP
EMERGENCY REPAIR AND ACCESSIBILITY PROGRAM
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 called "City") and **COUNTY CORP**, a not-for-profit corporation organized under the laws of the State of Ohio (hereinafter called "Subrecipient").

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, the City has delegated to the Subrecipient the responsibility of rendering housing repair and accessibility modification services through the provisions of the CDBG program; and,

WHEREAS, the Program set forth herein will meet one of the Community Development Block Grant (hereinafter referred to as "CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with funds to render housing repair and accessibility modification services for CDBG eligible households; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as "Emergency Repair and Accessibility Program" under the CDBG program in the 2018 Action Plan for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Number B-18-MC-39-0010.

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE 1. DEFINITIONS

A. "Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.
B. "Program Income" is income received by the Subrecipient directly generated from the use of CDBG funds.
C. "CDBG Program Funds" shall mean funding received by the City from HUD under the City of Dayton's CDBG Program.
D. "Contract Period" shall mean the effective date of this agreement and time given for

performance.

E. "Project Activity" shall mean the activity therein described in Exhibit A – Scope of Services - of this Agreement.
F. "Moderate, Low, and Very Low Income" shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.

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 2018 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2020 and 2021 Consolidated Annual Performance Evaluation Reports (CAPERs). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, and D – Quarterly and Cumulative Reports.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Exhibit A, the budget set forth in Exhibit B, the program monitoring schedule set forth in Exhibit C, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient 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 SERVICES

Subrecipient shall provide the work and services, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use CDBG funds made available to the Emergency Repair and Accessibility Program ("Program") for the purpose of home repairs and accessibility modifications to low-income homeowners as more fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

ARTICLE 4. TERM OF CONTRACT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate on December 31, 2021.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City's 2018 funds, in the amount of **SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($75,000.00)** for the work and services to be provided by subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any indirect

costs charged must be consistent with the conditions of Article 8 (C) (2) - of this Agreement. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between execution of this agreement and December 31, 2021, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

A. Compliance

1. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient, 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, subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, sub-grants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

By executing this Agreement, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing

others to construe the parties' relationship in a manner inconsistent with this provision. Subrecipient 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.

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 employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification

Subrecipient 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 Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient 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

Subrecipient shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient 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)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

Subrecipient 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, Subrecipient 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 Subrecipient 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 Subrecipient 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 services, 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 Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

Subrecipient 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 Subrecipient addressed as follows:

To City: City of Dayton, Ohio
Department of Planning and Community Development
101 West Third Street
Dayton, Ohio 45402
Attn: Sarah Geist
(937) 333-3814
Sarah.Geist@daytonohio.gov

To Subrecipient: County Corp
130 W. Second Street, Suite 1420
Dayton, OH 45402
Attn: Kimetta Parker
(937) 531-7050
kparker@countycorp.com

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

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient 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

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

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

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient 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 demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

Subrecipient 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

The Subrecipient 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. Records pertinent to this agreement shall be retained until December 31, 2025.

Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient 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 the Subrecipient 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

Subrecipient 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 Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

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

6. Audits, Monitoring, and Evaluation

All Subrecipient 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 Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient 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

Subrecipient 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. Program Income

Subrecipient shall report no less than monthly all "Program Income," as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's 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.

3. Payment Procedures

The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient 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 Subrecipient, 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 Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of Subrecipient.

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.

D. Procurement

1. Compliance

Subrecipient 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.

Subrecipient 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, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area 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. Subrecipient 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 Subrecipient's 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 Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient 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. Subrecipient 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 subrecipient 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

Subrecipient agrees to comply with all local and state civil rights statues, 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

Subrecipient 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.

Subrecipient 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 Subrecipient 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, Subrecipient 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. Subrecipient, 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

Subrecipient 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 Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient 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 Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

Subrecipient 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. Subrecipient 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

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of **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 subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient 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, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient 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. <u>HUD Section 3 Participation Goals</u>

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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

Subrecipient 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 Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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 subrecipient 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, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. Lobbying

Subrecipient 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

Subrecipient 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

Subrecipient 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. Environmental Review

Subrecipient shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.) as it is applied at 24 CFR Part 58, including any requirements that may be imposed by the City as a result of its responsibility for environmental review, decision-making, and action under NEPA Home. Subrecipient will submit a copy of an Environmental Review & Assessment for each project address to the City as required in 24 CFR Part 58.

Work on a specific project address may not commence until the City of Dayton has given written notice to proceed. Requests for environmental review shall be submitted to the appropriate personnel as described in Exhibit C – Program Monitoring Schedule.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient 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).

D. Lead-Based Paint

Subrecipient 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. HISTORIC PRESERVATION

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the City and/or State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The City and/or State must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

ARTICLE 12. 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 13. 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 14. WAIVER

The City's failure to act with respect to a breach by subrecipient 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 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and subrecipient 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 subrecipient 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 Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

COUNTY CORP

By: Stephen D. Mass

Title: President

Date: March 13, 2020

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

_____
Date

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

_____, 2020

Min./Bk. _____ Page _____

_____
Clerk of the Commission

EXHIBIT A
SCOPE OF SERVICES
COUNTY CORP EMERGENCY REPAIR AND ACCESSIBILITY PROGRAM

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "Emergency Repair and Accessibility Program," through December 31, 2021.The program will result in the repair of up to 10 households within the City of Dayton corporate limits who are at or below fifty percent (50%) of the Area Median Income (AMI).

County Corp will provide home repairs and accessibility modifications for homeowners in the City of Dayton. The home repair grants, with a maximum contribution of $7,500.00 per unit, will provide for the repair or replacement of a housing component that poses a threat to the health and safety of the household or structure. The accessibility grants, with a maximum contribution of $7,500.00 per unit, will provide housing modifications that eliminate barriers for an occupant who demonstrates mobility impairments.

Program Definitions
The services offered through the Home Repair and Accessibility Modification Program will include home repairs and accessibility modifications. The maximum cost per unit will be calculated by the direct costs associated with each unit, including materials, labor, and work by subcontractors, and the administrative costs added together. Below is a description of such repairs.

Home repairs are defined as improvements made to homes necessary to safeguard against danger to human life, health or safety, or to protect property from further structural damage. These repairs will bring the subject items up to local codes and standards. Home repair items include, but are not limited to, such items as: furnace/heating components; air conditioning when medically necessary; damaged or inoperable plumbing; damaged or inoperable hot water heater/tank; severely deteriorated, damaged, or leaking roof; deteriorated drain/waste/vent lines; inoperable or hazardous gas service or distribution lines; damaged or inoperable water service or distribution lines; inoperable or severely damaged windows and doors; hazardous or inoperable electrical systems and components; and damaged or hazardous steps and stairways.

Accessibility modifications are defined as improvements made to homes of persons with disabilities to make the home more accessible. Improvements are designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly and/or disabled persons. Accessibility modification items include, but are not limited to, such items as: installing grab bars/handrails; widening doorways, ramps, and showers; modifying commodes and vanities; and hazardous stairs or ramp replacement/repair.

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activities carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (4) and 24 CFR 570.202, and that the activities are a provision of homeowner rehabilitation, CDBG Matrix Code 14A (Rehab; Single-Unit Residential), benefitting low- and moderate-income (LMI) persons under the National Objective of Low/Mod Housing (LMH) Benefit. The program will maintain the supply and availability of safe, decent, and affordable housing for low- and moderate-income residents, improve the

general interior and exterior conditions of the housing stock in the City, provide housing rehabilitation opportunities for low- and moderate-income residents of the City, increase the percentage of neighborhood residents who rate their neighborhood desirable, reduce the number of homeowners forced from their homes due to deteriorated housing and substandard living conditions, and encourage private investment in the neighborhoods. The provision of homeowner rehabilitation is considered to address the LMH National Objective per 24 CFR 570.208 (a) (3).

3. PROGRAM GUIDELINES

The Subrecipient shall use the City of Dayton CDBG funds for implementation of a Homeowner Rehabilitation Program as articulated below, not to exceed **SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($75,000.00)**. The period will be through December 31, 2021 as contemplated in this agreement.

A. Homeowner Rehabilitation Program

1. The program provides the funding, labor, and materials necessary to correct substandard, unsanitary, and deteriorated conditions of low- and moderate-income owner-occupied residences as described in Exhibit A Section 1.

2. Only owner-occupied single family (one unit) residential structures are eligible to participate in the program.

3. Properties purchased by land contract are not eligible under this program unless the land contract documents have been properly recorded by the Montgomery County Recorder's Office.

4. Properties in foreclosure are not eligible for funding under this program.

5. Property taxes must be current, or if not current, a payment plan must be in place with the Montgomery County Treasurer's Office.

6. Eligible geographic areas for the program include the entire municipal corporation limits of the City of Dayton only.

7. Eligible beneficiaries of this program are homeowners within the City of Dayton.

8. Eligible beneficiaries of this program are households earning no more than fifty percent (50%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated below. New income limits will replace the limits listed below when issued, and will be made available by the City for the Subrecipient annually.

9.

(As of 06.28.2019)	FY 2019 Dayton, OH MSA Income Limits
Household Size	Moderate (50%) Income Limits
1	$24,750
2	$28,250
3	$31,800
4	$35,300
5	$38,150
6	$40,950
7	$43,800
8	$46,600

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures

5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for determination of household eligibility based on income, identification of target households, marketing the program, application intake and processing, development of rehabilitation/repair work specifications, preconstruction conferences, coordination of services for the completion of the repairs, inspection of rehabilitation work, compliance with all CDBG regulations, final inspection of repairs completed, client satisfaction survey, and preparation of reports to City as detailed in Section 10, Reporting Procedures and as displayed in Exhibit D - Quarterly and Cumulative Reports . Subrecipient will respond to all complaints regarding repairs performed by Subrecipient for one year from date of completion, and client satisfaction survey.

Funds will be used to address code violations, health and safety items, and incipient repair items as identified by Subrecipient. All repairs must be performed in accordance with local building code standards.

6. BUDGET

The program budget is attached to this document as Exhibit B – Program Budget.

7. STAFFING

Subrecipient shall assign the following staff as Key Personnel to the "Emergency Repair and Accessibility Program":

Staff Member Title	General Program Duties	Average Time Allocation
Kimetta Parker, Contract Development and Compliance Manager	This position manages the program budget and compliance, including: • Application Intake and Qualifying applicants • Updating budget status • Reporting to City	7 hours/week
Ben Deacon, Construction Manager	This position oversees projects and determines scope of work, including: • Performs inspections • Writes specs • Manages bid process and oversees all job site activities	20 hours/week
Mike Brennaman	This position oversees projects and determines the scope of work, including: • Performs inspections • Writes specs • Manages bid process and oversees all job site activities	10 hours/week
Courtney Schneider, Housing Program Manager	This position assists with outreach and the application process, including: • Client Outreach • Application Intake • Qualifying applicants	5 hours/week
Jerry Longo, Accounting Manager	This position manages accounting duties, including: • Invoicing • Submitting supporting documents for invoices to the funder • Other Accounting related tasks	3 hours/week
Oxana Makbrayd, Accounting Clerk	This position assists with accounting duties, including: • Processing contractor payments • Providing supporting documents for files and invoices • Other Accounting related tasks	3 hours/week
Tracy Schultz, Controller	This position oversees all invoicing and accounting functions: • Invoicing funder • Submitting supporting documents for invoices to the funder • Other Accounting related tasks	3 hours/week

Any changes in the Key Personnel assigned, their general responsibilities, or their average time allocation under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B – Program Budget. Subrecipient shall submit all invoices and supporting documentation to the City's Department of Planning and Community Development. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. Invoice Information

Subrecipient's invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered
4. Work Done/Accomplishments Summary, etc.
5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination.
6. Total Amount Requested
7. List of Enclosed Documents
8. Agreement Funding Balance
9. Other information Subrecipient wishes to communicate to the City
10. Signature of Subrecipient's Chief Financial Officer

B. Supporting Documentation

Subrecipient shall collect, maintain, and submit the following documentation and information with invoices for payment. For Project administration and personnel cost invoicing, the Subrecipient will include the number of hours worked on the program/project funded, and a summary of work performed by employee during the time for which payment was made. For supplies and materials invoicing, the documentation and information shall include an invoice from vendor or company detailing the item(s)/services purchased and a copy of Contractor's check showing that Subrecipient paid the vendor for goods/services.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, subrecipient must record the name, address, sex and age of homeowner, the number of people in the household, total household income, racial and ethnic data of household members, a description of work and services to be performed for homeowner, a signed agreement with homeowner, work specifications, and proof of payment to contractor(s).

The following financial records related to the payment of salaries and fringes for operational staff should be included in the project file if applicable:

A. Accounting journals and ledgers

B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)

C. Bank account records

D. Time sheets for personnel

E. Payroll records and reports

F. Documentation of other administrative costs charged

G. Financial reports

H. Audit files

I. Financial correspondence

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program and all affordability requirements. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement. Records pertinent to this agreement shall be retained until December 31, 2025.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the Project Manager and will be retained for 5 years beyond the terms of the contract. The Sub-recipient agrees to submit the following reports.

A. Quarterly Progress Reports

Subrecipient agrees to submit on the fifteenth (15th) day of each quarter, beginning with April 15, 2020, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous quarter. The Quarterly Progress Report must detail, at a minimum, the following information per reporting period:

1. The number of repairs/modifications completed;

2. A brief summary of the repairs/modifications completed and the number of individuals served;

3. Total number of housing units improved, including the number improved through emergency repairs, for accessibility, with energy efficiency improvements, and newly constructed units;

4. The addresses of housing units improved;

5. The race/ethnicity and age for each household assisted;

6. The number of female-headed households;

7. The income level for each household assisted;

8. Lead paint status and remediation data.

9. Additional funding sources leveraged.

A copy of the Quarterly Report is included in Exhibit D – Quarterly and Cumulative Reports.

B. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than January 15, 2021 and January 15, 2022. The reports will be provided by the City no later than December 17, 2020, and December 17, 2021. A copy of the Cumulative Report is included in Exhibit D – Quarterly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient's activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

11. COMMUNICATIONS

All notices and correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article 7 of the Agreement.

EXHIBIT B
PROGRAM BUDGET

County Corp Emergency Repair & Accessibility Program	City 2018 CDBG	Private	Federal	State	Local	County	In-Kind	**Total**
Developer Fee	$7,500	-	-	-	-	-	-	**$7,500**

Housing Construction/Rehab	$67,500	-	-	$225,000	$22,500	$22,500	-	**$337,500**
Personnel Costs	-	-	-	$24,850	$2,500	$2,500	-	**$29,850**
Supplies/Materials	-	-	-	$50	-	-	-	**$50**
Postage/Mailing	-	-	-	$100	-	-	-	**$100**
Total	**$75,000**	**-**	**-**	**$250,000**	**$25,000**	**$25,000**	**-**	**$375,000**

Requests for payment of eligible expenses will be associated with the line items as stated above. Expenses for eligible costs incurred after contract execution date may be invoiced and shall be paid upon execution of this agreement.

This budget may only be modified through formal written amendment approved by the City and Subrecipient.

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EXHIBIT C
CDBG PROGRAM MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning and Community Development
Subrecipient: County Corp
Project/Program: Emergency Repair and Accessibility Program

Monitoring Subject Area	Date of Review	City Representative
Section I. Required Monitoring for ALL CDBG Subrecipient Agreements		
Financial and Program Eligibility	Upon submission of invoice(s)	Sarah Geist or designated staff
Program Performance and Records Management	Ongoing on a quarterly basis until termination of Agreement	Sarah Geist or designated staff
Environmental Review	As specific activities warrant	Pete Thornburgh or designated staff
Historic Properties Protection Review	As specific activities warrant	Designated staff
On-Site Monitoring Visit	As warranted by Annual Risk Assessment	Sarah Geist or designated staff
Section II. Specific Monitoring Areas based on Project Type		
Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)	As specific activities warrant	Project Manager or designated staff
Acquisition and Relocation Compliance	Not Applicable	
Housing Rehabilitation Guidelines	As specific activities warrant	Sarah Geist or designated staff
Economic Development Guidelines	Not Applicable	

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EXHIBIT D
QUARTERLY AND CUMULATIVE REPORTS

Quarterly Report

Project Name: Emergency Repair and Accessibility Program
Subrecipient: County Corp
Action Plan Year: 2020

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

2. Was the project completed during the current reporting period? _____ YES _____ NO

2a. If YES, indicate completion date. _____

2b. If NO, please provide a brief description of the Subrecipient's plan to complete the project and an estimated timeframe for completion.

3. Total number of housing units improved: _____

4. Total number of housing units improved through emergency repair(s): _____

5. Total number of housing units modified to be accessible: _____

6. Total number of newly constructed affordable, accessible housing units: _____

7. Addresses of housing units improved (including ZIP) *Must match #3*
Add additional rows as necessary

1. _____

2. _____

3. _____

4. _____

5. _____

8. Race/Ethnicity *Total must match #3*

Race	Total	Hispanic/Latino
White		
Black/African-American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African-American & White		
Asian & White		
American Indian/Alaskan Native & White		
Native Hawaiian/Other Pacific Islander & White		
American Indian/Alaskan Native & Black/African-American		
Other multi-racial		
TOTAL		

9. Female-Headed Households: _____

10. Income Levels

Income Level	Number Households
Extremely Low - 0-30%	
Low - 30-50%	
Moderate - 50-80%	
Non-Low/Moderate	
TOTAL	
Percent Low/Mod	%

11. Applicable Lead Paint Requirement *Total must match #3*

	# Housing Units
Housing Constructed before 1978	
Exempt: housing constructed 1978 or later	
Exempt: No paint disturbed	
Otherwise exempt:	
0 bedrooom	
Elderly/Disabled with no children under 6	
Lead-based paint free	
TOTAL	

12. Lead Hazard Remediation Actions: *Total must match #3*

	# Housing Units
Lead Safe Work Practices *(24 CFR 35.930(b)) (Hard costs <= $5k)*	
Interim Controls for Standard Practices *(24 CFR 35.930(c)) (Hard costs $5k-$25k)*	
Abatement *(24 CFR 35.930(d)) (Hard costs > $25k)*	
TOTAL	

13. Homeowner Rehab Units: *Total must match #3*

	# Housing Units
Units Occupied by Elderly	
Units Moved from Substandard to Standard (HQS or Local Code)	
Section 504 Accessible Units	
Units Qualified as Energy Star	
Units Brought into Compliance with Lead Safety Rules (24 CFR Part 35)	
TOTAL	

Annual Cumulative Report & Post Agreement Report

Project Name: Emergency Repair and Accessibility Program
Subrecipient: County Corp
Action Plan Year: 2020
Reporting Period: January 1 – December 31, 2020

1. Does the project generate program income (PI)? _____ YES _____ NO
PI is defined as the proceeds from the sale of real estate purchased through CDBG, income generate from fees or charges assessed for a CDBG-funded service, or loan repayments from a revolving loan program funded with CDBG dollars

1a. If YES, how much PI was received during reporting period? $_____

1b. Program Income balance as of report date: $_____

2. Does the project utilize any funding other than the CDBG allocation? _____YES _____NO

2a. If YES, indicate the source, type (Federal, State, Local, or Private), and the amount.

Source	Type	Amount

3. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

4. Was the project completed during the current reporting period? _____ YES _____ NO

4a. If YES, indicate completion date. _____

4b. If NO, please provide a brief description of the Subrecipient's plan to complete the project and an estimated timeframe for completion.

5. Total number of housing units improved: _____

6. Total number of housing units improved through emergency repair(s): _____

7. Total number of housing units modified to be accessible: _____

8. Total number of newly constructed affordable, accessible housing units: _____

9. Addresses of housing units improved (including ZIP) *Must match #3*
Add additional rows as necessary

1. _____

2. _____

3. _____

4. _____

5. _____

10. Race/Ethnicity *Total must match #3*

Race	Total	Hispanic/Latino
White		
Black/African-American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African-American & White		
Asian & White		
American Indian/Alaskan Native & White		
Native Hawaiian/Other Pacific Islander & White		
American Indian/Alaskan Native & Black/African-American		
Other multi-racial		
TOTAL		

11. Female-Headed Households: _____

12. Income Levels

Income Level	Number Households
Extremely Low - 0-30%	
Low - 30-50%	
Moderate - 50-80%	
Non-Low/Moderate	
TOTAL	
Percent Low/Mod	%

13. Applicable Lead Paint Requirement *Total must match #3*

	# Housing Units
Housing Constructed before 1978	
Exempt: housing constructed 1978 or later	
Exempt: No paint disturbed	
Otherwise exempt:	
0 bedrooom	
Elderly/Disabled with no children under 6	
lead-based paint free	
TOTAL	

14. Lead Hazard Remediation Actions: *Total must match #3*

	# Housing Units
Lead Safe Work Practices *(24 CFR 35.930(b)) (Hard costs <= $5k)*	
Interim Controls for Standard Practices *(24 CFR 35.930(c)) (Hard costs $5k-$25k)*	
Abatement *(24 CFR 35.930(d)) (Hard costs > $25k)*	
TOTAL	

15. Homeowner Rehab Units: *Total must match #3*

	# Housing Units
Units Occupied by Elderly	
Units Moved from Substandard to Standard (HQS or Local Code)	
Section 504 Accessible Units	
Units Qualified as Energy Star	
Units Brought into Compliance with Lead Safety Rules (24 CFR Part 35)	
TOTAL	

BACK

City Manager's Report

10.

From **5200 - Law/Civil**

Date **April 22, 2020**

Expense Type **Legal Settlement**

Supplier, Vendor, Company, Individual

Total Amount **$150,000.00**

Name **Finney Law Firm, LLC & Helios Inc.**

Address **4270 Ivy Pointe Blvd Suite 225**
Cincinnati OH 45245

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Judgement Trust	16009-5200-1221-63	$150,000.00

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

Description

LEGAL SETTLEMENT

It is recommended that One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) be paid in full settlement of the lawsuit Helios Company vs Dayton Progressive Developments LLC et al, Montgomery County Common Pleas Court Case No: 2020-CV-00097.

It is believed to be in the best interest of the City of Dayton and upon recommendation of the City Attorney that the above amount be paid in full and final settlement of this matter.

A Certificate of Funds in the amount of $150,000.00 is attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019

CERTIFICATE OF FUNDS

CF020-135

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

_____ New Contract _____ Renewal Contract _____ Change Order:

Contract Start Date	
Expiration Date	
Original Commission Approval	
Initial Encumbrance	$150,000.00
Remaining Commission Approval	

Original CT/CF	$150,000.00
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	

Required Documentation

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

Amount: $150,000.00	Amount:
Fund Code 16009 - 5200 - 1221 - 63 - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Finney Law Firm, LLC & Helios Inc.

Vendor Address: 427 Ivy Pointe Blvd Suite 225 Cincinnati OH 45245
Street City State Zipcode + 4

Federal ID: 46-3919242

Commodity Code: 96150

Purpose: Settlement of a lawsuit involving the City of Dayton.

One time payment. Commission aproval is required.

Contact Person: Regina D. Blackshear | Law - Civil (Department/Division) | 4/17/2020 (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.

for [signature] — Finance Director Signature — 04/17/2020 Date

[signature] — CF Prepared by — 04/17/2020 Date — CF020-135 CF/CT Number

RH 4/17/2020

MEMORANDUM | DAYTON

ATTORNEY-CLIENT PRIVILEGED

April 17, 2020

TO: Shelley Dickstein
City Manager

FROM: Barbara J. Doseck JCM for
City Attorney

SUBJECT: Settlement with Helios Company

This Memorandum requests approval to settle the litigation with Helios Company concerning the 1.5 acre property at the southwest corner of Second and St. Clair Streets in Dayton, Ohio ("Property"). For the reasons listed below, this Department recommends settling these claims upon the City paying Helios the total sum of $150,000.00.

BACKGROUND

Attorney Client
Redacted

Attorney Client
Redacted

PROPOSED SETTLEMENT

Based upon the costs and uncertainty of litigation and the City's interest in future economic development for the Property, this Department believes that it is in the City's best interest to settle this case upon the City's payment of $150,000.00 to Helios. This will terminate the litigation and all of Helios' claims in this matter. It will also leave the Property unencumbered for future economic development.

If you have any questions or need any additional information, please contact Chief Trial Counsel John Musto at ext. 4116.

Commission approval is required.

Approved: Shelley Dickstein
Shelley Dickstein
City Manager

C: Mr. Parlette
Ms. Shannon
Mr. Webber

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Finney Law Firm, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4270 Ivy Pointe Blvd., Suite 225

Requester's name and address (optional)

6 City, state, and ZIP code
Cincinnati, OH 45245

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 6 – 3 9 1 9 2 4 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 2/22/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BACK

11.

City Manager's Report

From **2390 - Planning & CD/Community Dev**

Date **April 22, 2020**

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

Supplier, Vendor, Company, Individual

Total Amount **$100,000.00 (thru 12/31/2021)**

Name **Greater Dayton Union Cooperative Initiative INC dba Co-Op Dayton**

Address **840 Germantown Street Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2017 & 2018 Community Development Block Grant (CDBG)	26301-2390-1159-31-PL1989	$100,000.00

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

Description

Community Development Block Grant Subrecipient Agreement – Co-Op Dayton

The Department of Planning and Community Development requests approval to enter into an Agreement with Co-Op Dayton to administer the Neighborhood Grocery Development Program. The program was awarded funding through the 2019 Community Development Block Grant (CDBG) Competitive Process.

These funds will provide technical assistance and workforce training support to the Gem City Market. This will include training on cooperative governance, operations planning, employee training and development, community engagement, and nutrition programming. The Neighborhood Grocery Development Program will support the creation of 27 jobs at Gem City Market. It will provide programming support for the employees and staff of Gem City Market as they develop the cooperative, establish community spaces, and ensure healthy food and nutrition programs are available to the greater community. Under the CDBG program, the City is awarding $100,000.00 in 2017 and 2018 Action Plan funds to Co-Op Dayton for program implementation.

This Agreement shall commence upon execution and it shall terminate on December 31, 2021.

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

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

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2557

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	Execution by the City
Expiration Date	12/31/21
Original Commission Approval	$ 100,000.00
Initial Encumbrance	$ 100,000.00
Remaining Commission Approval	$ -

Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 100,000.00

Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1989 (Act) XXXX (Loc)

Amount:

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

Amount:

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

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

Attach additional pages for more FOAPALs

Vendor Name: Greater Dayton Union Cooperative Initiative INC dba Co-Op Dayton

Vendor Address: 840 Germantown Street (Street) Dayton (City) OH (State) 45402 (Zip code + 4)

Federal ID: 813470466

Commodity Code: 96199

Purpose:

Co-Op Dayton will provide technical assistance and workforce training to assist with the development of the Gem City Market. This project was awarded funding through the 2019 CDBG Competitive Process.

Contact Person: Sarah Geist x3814 — Planning & Community Development (Department/Division) — 4/9/2020 (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] — Finance Director Signature — 04/14/2020 (Date)

Tonia Williams — CF Prepared by — 04/13/2020 (Date) — CT20-2557 (CF/CT Number)

SA 04-09-2020

Recd 18

CDBG SUBRECIPIENT AGREEMENT
CO-OP DAYTON
NEIGHBORHOOD GROCERY DEVELOPMENT PROGRAM
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 **CO-OP DAYTON** a not-for-profit corporation organized under the laws of the State of Ohio, hereinafter called "**Subrecipient**."

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, the City has delegated to the Subrecipient the responsibility of rendering workforce training and development through the provisions of the CDBG program; and,

WHEREAS, the Program set forth herein will meet one of the CDBG program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with operating funds to assist with job creation and retention for low- to moderate-income households; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as "Neighborhood Grocery Development Program" under the CDBG program in the 2017 and 2018 Action Plans for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Numbers B-17-MC-39-0010 and B-18-MC-39-0010; and

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE 1. DEFINITIONS

A. "Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.
B. "Program Income" is income received by the Subrecipient directly generated from the use of CDBG funds.
C. "CDBG Program Funds" shall mean funding received by the City from HUD under the City of Dayton's CDBG Program.
D. "Contract Period" shall mean the effective date of this agreement and time given for performance.
E. "Project Activity" shall mean the activity therein described in Exhibit A of this Agreement.

F. "Moderate, Low, and Very Low Income" shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.

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 Years 2017 and 2018 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2020 and 2021 Consolidated Annual Performance Evaluation Reports (CAPERs). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, and D – Monthly and Cumulative Reports.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Exhibit A – Scope of Services, the budget set forth in Exhibit B – Program Budget, the monitoring scheduling set forth in Exhibit C – CDBG Program Monitoring Schedule, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient 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 SERVICES

Subrecipient 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. Subrecipient hereby agrees to use CDBG funds made available to the Neighborhood Grocery Development Program for the purpose fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

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 of 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, 2021.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City's 2017 and 2018 CDBG funds, in the amount of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00)** for the work and services to be provided by Subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any indirect costs charged must be consistent with the conditions of Article 8 (C) (2) - of this Agreement. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between execution of this agreement and December 31, 2021, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

A. Compliance

1. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient, 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, Subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient 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, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this provision. Subrecipient 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.

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 employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification

Subrecipient 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 Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient 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

Subrecipient shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient 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)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

Subrecipient 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, Subrecipient 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 Subrecipient 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 Subrecipient 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 services, 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 Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

Subrecipient 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 Subrecipient 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: Sarah Geist
(937) 333-3814
Sarah.Geist@daytonohio.gov

To Subrecipient: Co-Op Dayton
840 Germantown Street
Dayton, OH 45402
Attn: Rachel Meketon
(937) 815-0344
Rachel.meketon@coopdayton.org

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

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient 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

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

b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other

accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient 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 Co-Op Dayton between execution of this agreement and December 31, 2021, regardless of program.

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. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

g. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

Subrecipient 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, race and ethnicity, 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

Subrecipient 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, the Subrecipient 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 the Subrecipient 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

Subrecipient 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 Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

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

6. Audits, Monitoring, and Evaluation

All Subrecipient 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 Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient 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

Subrecipient 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. Program Income

Subrecipient shall report no less than quarterly all "Program Income," as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's 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.

3. Payment Procedures

The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient 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 Subrecipient, 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 Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of Subrecipient.

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.

D. Procurement

1. Compliance

Subrecipient 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.

Subrecipient 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, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area 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. Subrecipient 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 Subrecipient's 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 Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient 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. Subrecipient 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 subrecipient 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

Subrecipient agrees to comply with all local and state civil rights statues, 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

Subrecipient 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.

Subrecipient 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 Subrecipient 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, Subrecipient 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. Subrecipient, 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

Subrecipient 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 Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient 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 Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

Subrecipient 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. Subrecipient 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

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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

Subrecipient 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 Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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 subrecipient 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, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. Lobbying

Subrecipient 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

Subrecipient 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

Subrecipient 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), Subrecipient 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

Subrecipient 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 subrecipient 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 subrecipient 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 subrecipient with respect to this Agreement.

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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 Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

_____
City Manager

CO-OP DAYTON

By: _____

Title: _____

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

EXHIBIT A
SCOPE OF SERVICES
CO-OP DAYTON
NEIGHBORHOOD GROCERY DEVELOPMENT PROGRAM

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "Neighborhood Grocery Development Program," through December 31, 2021. The program will provide support to the Gem City Market (GCM), a community-centered grocery store owned by its workers as well as its customers. This multi-stakeholder cooperative will provide affordable staple items, including fresh produce and meat, while also providing local and organic products unique to the area.

Co-Op Dayton, the incubator of Gem City Market, shall utilize the Neighborhood Grocery Development Program to provide business and programmatic assistance and training to Gem City Market Board members and staff on cooperative governance, operations planning, employee training and development, community engagement, and nutrition programming. This program services will support the creation of 27 jobs at GCM, and will provide programming support for the employees and staff of Gem City Market as they develop the cooperative, establish community spaces, and ensure healthy food and nutrition programming are available to the greater community.

This activity is an eligible public service that provides workforce training and development as well as health and nutrition programming, and is eligible for Community Development Block Grant (CDBG) program funding under the national objective benefiting low/moderate income persons.

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activities carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (8) and 24 CFR 570.201, CDBG Matrix Code 05Z (Other Public Services Not Listed), benefitting low- and moderate income (LMI) persons under the National Objective of Low/Mod Clientele (LMC) Benefit. The program provides employment training to employees working within the cooperative market environment (05H – Employment Training) while also providing programing for community engagement and nutrition and health programming (05M – Health Services) to the surrounding community. The provision of public services are considered to address the LMC National Objective per 24 CFR 570.201 (e).

The program services LMI persons under the LMC National Objective through the nature and location of the project. This program provides technical assistance, training, and nutritional programming for a neighborhood grocery that is located within one of the nation's largest food deserts where a majority of residents in the surrounding neighborhoods do not live within 1 miles of a grocery store. Since this service will be provided at Gem City Market on Salem Avenue, the Subrecipient's market study found that the service area for the market will be bounded by Hillcrest Avenue to the north, the Stillwater and Great Miami Rivers to the eat, U.S. 35 to the south, and Philadelphia and N/S Kilmer Street to the west. The majority of residents within the service area are LMI. A detailed explanation of the nature and location of this program can be found within the City of Dayton's project file.

3. PROGRAM GUIDELINES

The Sub-recipient shall use City of Dayton CDBG funds for provision of Neighborhood Grocery Development Program, not to exceed **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00).** The period will be from execution of this Agreement through December 31, 2021, as contemplated in this agreement.

A. Implementation of Workforce Training and Development, Community Engagement Strategies, and Nutrition Programming through the Neighborhood Grocery Development Program

1. The program provides business and programmatic assistance and training to Gem City Market Board members and staff on cooperative governance, operations planning, employee training and development, community engagement, and nutrition programming.
2. The program will provide employment training to employees and board members working within the multi-stakeholder cooperative model;
3. The program will also provide community engagement strategies for employees to ensure local residents are receiving services surrounding healthy foods and nutrition programming;
4. The program will provide nutrition programming and access to health foods to local residents;
5. Eligible beneficiaries of this program are the residents of the City of Dayton neighborhoods surrounding the Gem City Market, located in the block of 300-400 Salem Avenue;
6. Materials provided through this program, including pamphlets, documents, flyers, cards, data sheets, or any other printed material shall acknowledge the utilization of the City of Dayton's Community Development Block Grant (CDBG) dollars;

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires Subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures.

5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for the implementation and execution of workforce training

and development services for homeless youth, data tracking and management regarding the number of full-time equivalent (FTE) positions created or retained through the workforce training and development programming, compliance with all CDBG regulations, provision of employment services and job training for program participants, and preparation of reports to the City as detailed in Section 10, Reporting Procedures and as display in Exhibit D – Monthly and Cumulative Reports.

6. BUDGET

The program budget is attached to this document as Exhibit B – Program Budget.

7. STAFFING

Subrecipient shall assign the following staff as Key Personnel to the Neighborhood Grocery Development Program

Staff Member/ Title	General Program Duties	Time Allocation
Lela Klein – Executive Director	The responsibilities of the Executive Director are as follows: • Seek opportunities for conversion or start-up projects by meeting with key community groups and individuals • Cultivate opportunities to speak publicly in Dayton about the worker cooperative movement • Provide oversight to project-specific staff, consultants, interns and volunteers • Lead major strategic cooperative projects as the primary provider of technical assistance (Gem City Market and other food-related cooperatives) • Support cooperative projects and teams, problem-solving with them and connecting them to resources • Establish and maintain strategic relationships with local and national partners and stakeholders, including potential funders and financial institutions • Lead organizational fundraising efforts • Oversee internal financial management	15 hours/week
Rachel Meketon – Program Director	The responsibilities of the Program Director are as follows: • Seek opportunities for conversion or start-up projects by meeting with key community groups and individuals • Provide oversight to project-specific staff, consultants, interns and volunteers	10 hours/week

	• Evaluate and report on new cooperative ideas and facilitate feasibility research if appropriate • Develop and lead educational programs on cooperative business development and operations • Support Executive Director in identifying and securing funding from foundations, government agencies, individual donors, and other entities	

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B – Program Budget. Subrecipient shall submit all invoices and supporting documentation to the City's Department of Planning and Community Development on a monthly basis. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. Invoice Information

Subrecipient's invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered
4. Work Done/Accomplishments Summary, etc.
5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination.
6. Total Amount Requested
7. List of Enclosed Documents
8. Agreement Funding Balance
9. Other information Subrecipient desires to communicate to the City's Project Coordinator
10. Signature of Subrecipient's Chief Financial Officer

B. Supporting Documentation

Subrecipient shall collect, maintain, and submit the following documentation and

information with invoices for payment. For personnel invoicing, the Subrecipient will include the number of hours worked on the program/project funded, and a detailed summary of work performed by the employee during the time for which payment was made. The detailed summary should include a description of each activity/action performed by the personnel as well as a total of the amount of invoiced time spent working on that activity/action. For supplies and materials invoicing, the documentation and information shall include an invoice from the vendor or company detailing the item(s)/services purchased and a copy of the Subrecipient's check showing that the Subrecipient paid the vendor for the invoiced goods/services. Monthly invoicing documentation should include a copy of the required Monthly Report as enumerated in Exhibit D.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, subrecipient must record the name, race and ethnicity, income, job descriptions, duties performed by program participants, and proof of payment to contractor(s).

The following financial records related to the payment of salaries and fringes for operational staff should be included in the project file if applicable:

A. Accounting journals and ledgers

B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)

C. Bank account records

D. Time sheets for personnel

E. Payroll records and reports

F. Documentation of other administrative costs charged

G. Financial reports

H. Audit files

I. Financial correspondence

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program and all affordability requirements. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement.

10. REPORTING PROCEDURES

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

A. Monthly Progress Reports

Subrecipient agrees to submit on the fifteenth (15th) day of each month, regardless of invoicing and beginning on or before February 15, 2020, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous month. The Monthly Progress Report must detail, at a minimum, the following information per reporting period:

1. The total number of persons assisted during the reporting period;
2. The race/ethnicity for each individual assisted;
3. The income level for each individual assisted;
4. The total number of persons with new or continuing access to a service or benefit;
5. The total number of persons who receive a service or benefit that is no longer substandard;
6. The total number of part-time and full-time jobs created or retained.

A copy of the Monthly Report is included in Exhibit D – Monthly and Cumulative Reports.

A. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than December 30, 2020 and December 30, 2021. A copy of the report is included in Exhibit D – Monthly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient's activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

B. Meetings and Evaluation

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

11. COMMUNICATIONS

All invoices, reports, notices, and/or correspondence regarding this Agreement and the Project

shall be submitted to the parties as specified in Article 7 of the Agreement.

EXHIBIT B
PROGRAM BUDGET

	City CDBG	Private	In-Kind	Project Total
Personnel Costs	$30,000	$60,000		$90,000
Utilities		$800		$800
Supplies		$3,500		$3,500
Information Technology		$2,000		$2,000
Office Lease	$800	$1,000		$1,800
Postage		$3,000		$3,000
Communications		$800		$800
Legal & Audit Services	$3,200	$7,000	$10,000	$20,200
Equipment		$1,000		$1,000
Other Operating Expenses				
Health & Wellness and Community Outreach Consultant(s)	$30,000	$5,000		$35,000
Marketing Consultant(s)	$20,000	$10,000		$30,000
Cooperative Governance Consultant	$5,000	$5,000		$10,000
Bookkeeper	$6,000	$6,000		$12,000
Materials License for Cooperative Curriculum	$5,000			$5,000
Total	**$100,000**	**$105,100**	**$10,000**	**$215,100**

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EXHIBIT C
CDBG MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning and Community Development

Subrecipient: Co-Op Dayton

Project/Program: Neighborhood Grocery Development Program

Monitoring Subject Area	Date of Review	City Representative
Section I. Required Monitoring for ALL CDBG Subrecipient Agreements		
Financial and Program Eligibility	Upon submission of invoice(s)	Sarah Geist or designated staff
Program Performance and Records Management	Ongoing on a monthly basis until termination of Agreement	Sarah Geist or designated staff
Environmental Review	At the start of agreement	Pete Thornburgh or designated staff
Historic Properties Protection Review	Not Applicable	
On-Site Monitoring Visit	TBD in accordance with CDBG risk assessment policy	Sarah Geist or designated staff

Section II. Specific Monitoring Areas based on Project Type		
Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)	Not Applicable	
Acquisition and Relocation Compliance	Not Applicable	
Housing Rehabilitation Guidelines	Not Applicable	
Economic Development Guidelines	Not Applicable	

EXHIBIT D
MONTHLY AND CUMULATIVE REPORTS

Monthly and Cumulative Report

Project Name: Neighborhood Grocery Development Program
Subrecipient: Co-Op Dayton
Action Plan Year: 2020 **Period Covered by Report:**

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address

2. Total number of persons assisted: _____

3. Race/Ethnicity *Total must match #2*

Race	Total	Hispanic/Latino
White		
Black/African-American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African-American & White		
Asian & White		
American Indian/Alaskan Native & White		
Native Hawaiian/Other Pacific Islander & White		
American Indian/Alaskan Native & Black/African-American		
Other multi-racial		
TOTALS		

4. Income Levels *Total must match #2*

Income Level	**Number Households**
Extremely Low - 0-30%	
Low - 30-50%	
Moderate - 50-80%	
Non-Low/Moderate	
TOTALS	
Percent Low/Mod	**%**

5. Job Creation/Retention *Total must match #2*

	Part-Time	Part-Time Low/Mod	Part-Time Weekly Hours	Full-Time	Full-Time Low/Mod	Full-Time Weekly Hours	Percent Low/Mod
Jobs Created							%
Jobs Retained							%

6. FTE jobs created/retained: _____

7. Job Categories – FTE *Total must match #6*

Job Category	Jobs Created (FTE)	Jobs Retained (FTE)
Officials and Managers		
Professional		
Technicians		
Sales		
Office and Clerical		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		

8. Total Number of Persons Assisted: *Total must match #2*

With new or continuing access to a service or benefit:	
With improved access to a service or benefit:	
That receive a service or benefit that is no longer substandard:	

9. Total Number of Persons Assisted: *Total must match #2*

Homeless Persons Given Overnight Shelter:	
Beds Created in Overnight Shelter or Other Emergency Housing:	

BACK

12.

City Manager's Report

From **2390 - Planning & CD/Community Dev**

Date **April 22, 2020**

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

Supplier, Vendor, Company, Individual

Total Amount **$2,196,332.00 (through 4/30/21)**

Name **Miami Valley Housing Opportunities, Inc.**

Address **907 W. Fifth Street, Ste. 300**
Dayton, Ohio 45402-8306

Fund Source(s)	Fund Code(s)	Fund Amount(s)
FY2019 Continuum of Care (CoC)	25544-2390-1159-31	$2,196,332.00

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

Description

Continuum of Care Agreement – Shelter Plus Care Tenant-Based Rental Assistance

The Department of Planning and Community Development is requesting approval to enter into an Agreement with Miami Valley Housing Opportunities, Inc. (MVHO), in the amount of $2,196,332.00 for the Shelter Plus Care Tenant-Based Rental Assistance (S+C TRA) Program. This renewal grant was awarded to the City of Dayton by the U.S. Department of Housing and Urban Development (HUD) through the 2019 Homeless Continuum of Care (COC) application process.

The 2019 S+C TRA Program operates from May 1, 2020, through April 30, 2021. MVHO administers the S+C TRA Program on behalf of the City by providing 248 units of permanent subsidized housing, aligned with supportive services, to homeless adults who have a severe and persistent mental illness, and/or have a chronic chemical dependency, and/or suffer from HIV/AIDS related diseases.

This Agreement shall commence upon execution and it shall terminate on April 30, 2021.

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

Erin M. Jeffries Digitally signed by Erin M. Jeffries Date: 2020.04.14 09:06:46 -04'00'

Division

Todd M. Kinskey Digitally signed by Todd M. Kinskey Date: 2020.04.14 09:28:15 -04'00'

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019

CERTIFICATE OF FUNDS

CT20-2561

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	Upon Execution
Expiration Date	04/30/21
Original Commission Approval	$ 2,196,332.00
Initial Encumbrance	$ 2,196,332.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	
Remaining Commission Approval	

Required Documentation

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

Amount: $ 2,196,332.00	Amount:
Fund Code 25544 - 2390 1159 - 31 - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Miami Valley Housing Opportunities

Vendor Address: 907 W. Fifth Street, Ste 300 (Street) Dayton (City) OH (State) 45402-8306 (Zipcode + 4)

Federal ID: 31-1321426

Commodity Code: 90698

Purpose: Funding for 2019 Shelter Plus Care Tenant-Based Rental Assistance Program with Miami Valley Housing Opportunities which provides permanaent subsidized housing.

Contact Person: Erin Ritter x3816 — Planning & Community Development (Department/Division) — 4/14/2020 (Date)

Originating Department Director's Signature: Todd M. Kinskey (Todd M. Kinskey (Apr 14, 2020))

SECTION II - to be completed by the Finance Department

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

[signature] — 04/15/2020

Finance Director Signature — Date

[signature] — 04/15/2020 — CT20-2561

CF Prepared by — Date — CF/CT Number

SA 04-15-2020

CONTINUUM OF CARE AGREEMENT
SHELTER PLUS CARE TENANT-BASED RENTAL ASSISTANCE
OH-505 – DAYTON/MONTGOMERY COUNTY, OHIO, CONTINUUM OF CARE
CFDA 14.267

THIS AGREEMENT, entered into this _____ day of _____, 2020, is between the CITY OF DAYTON, OHIO (hereinafter referred to as the "City") and MIAMI VALLEY HOUSING OPPORTUNITIES, INC, a not-for-profit corporation organized under the laws of the State of Ohio, (hereinafter referred to as "Subrecipient").

WITNESSETH, THAT:

WHEREAS, Pursuant to Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and the Continuum of Care Program Regulation, the City approved the Dayton/Kettering/Montgomery County 2019 Continuum of Care application prepared by the Homeless Solutions Policy Board, and was awarded Shelter Plus Care Program grant renewals for Tenant-based Rental Assistance (TRA) components; and,

WHEREAS, It is necessary that the City and the Subrecipient enter into an Agreement for the implementation of activities related to the Shelter Plus Care Program ("S+C Program");

NOW, THEREFORE, In consideration of mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE I. SCOPE OF SERVICES
Subrecipient shall provide the work and services, in a manner satisfactory to the City, for the S+C Program as set out in "Attachment A, Scope of Services," which is attached hereto and incorporated herein.

ARTICLE II. TERM OF PERFORMANCE
This allocation of funds from the U.S. Department of Housing and Urban Development (HUD) is for a one-year period. This Agreement shall be effective for services performed May 1, 2020, through April 30, 2021, at which time all work must be satisfactorily completed in compliance with this Agreement. The Subrecipient shall commence performance upon the effective date of the Agreement.

The Subrecipient shall submit all requests for funds to the City by April 30, 2021. Such funds must be approved, processed, and reimbursed by May 30, 2021.

ARTICLE III. GRANT OF FUNDS
The City shall make available to the Subrecipient, **TWO MILLION ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS ($2,196,332.00)** for the work and services to be provided by the Subrecipient pursuant to this Agreement.

Funds to be provided hereunder shall be expended in accordance with the line item budget referred in Attachment A, Section F, Table A.

ARTICLE IV. BUDGET AND PAYMENT PROCEDURES

A. Budget

Attachment A, Section F, Table A is the official budget for work to be performed under this Agreement. The Subrecipient's accounting and invoices will be structured in the same level of detail as the budget to facilitate monitoring of performance. Expenditures made by Subrecipient shall be allowable to the extent they:

1. Conform to all provisions of this Agreement;
2. Are necessary in order to carry out the activities and accomplish the objectives and goals set forth in Attachment A;
3. Conform to the HUD Fair Market Rent and/or rent reasonableness established for each particular unit;
4. Are actual net costs (i.e., Contract Rent minus any tenant contributions, rebates, refunds, or other items of value received by Subrecipient that have the effect of reducing the cost actually incurred);
5. Are incurred during the dates this Agreement is effective;
6. Conform with the standards for allowable costs set forth in 2 CFR Part 200, Subpart E; and,
7. Are satisfactorily documented in accordance with generally accepted accounting principles and the procedures approved or prescribed by 2 CFR Part 200, Subparts C and E, and the City.

B. Process for Payments

Disbursements of funds shall be made against the line item budget specified in Attachment A, Section F, Table A, and in accordance with performance. The City will pay the Subrecipient for projected rental costs for the succeeding month based on estimates submitted by the Subrecipient through the Advance Request Form, a sample of which is incorporated as Attachment C.

Expenditures shall be made solely for goods and services that will be utilized during the term of this Agreement. The Subrecipient shall not spend funds for services that are to be furnished beyond the term of Agreement. Funds spent for services supplied or consumed in whole or in part beyond the term of this Agreement shall be unallowable expenses with respect to that portion of goods or services consumed or supplied beyond the term hereof.

C. Settle-Up Provisions

1. Recognizing that the City is paying the Subrecipient for the succeeding month of service, there is the possibility that actual expenditures may be greater or less than the amount invoiced. The City will compare the estimated amount billed for the Advance Request Form (Attachment C) with the month's actual costs in the Actual Expenditure Report (Attachment E). In the event that the City over or under pays Subrecipient for actual expenses, settle-up provisions will need to occur in order to maintain accurate expenditures. Each month, the City will determine the amount of settle-up costs based on month-end actual expenditure reports submitted by the Subrecipient, required in this Agreement under Attachment A, Section I, Reporting.
2. If actual expenditures are more than the amount paid to Subrecipient for any given month, Subrecipient will submit an additional invoice to receive the difference. The City will make the additional payment at the time it remits payment for the succeeding month.
3. If the actual amount expended is less than the amount paid to Subrecipient, the City will deduct the difference from payment on the next regular monthly invoice submitted.

4. The settle-up process will conclude with a final assessment at the end of the grant period and reconciliation between expenditures and revenue. If actual expenditures are more than the cumulative amount paid to Subrecipient, Subrecipient will submit an additional invoice within ten (10) calendar days of contract expiration. If actual expenditures are less than the cumulative amount paid to Subrecipient, City will deduct the difference from the last invoice to match actual expenditures.

ARTICLE V. GENERAL CONDITIONS

A. Independent Contractor

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

Subrecipient understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not City employees, and not entitled to any of the emoluments of City employment, including for the purposes of Ohio Employee Retirement System membership. Further, the Subrecipient shall be responsible for paying such agents, Subrecipients and sub-Subrecipients, withholding from their pay, all local, state and federal taxes, and Workers Compensation Insurance.

B. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to all advances of funds from the City. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200 Subpart D.

C. Amendments

1. The City and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.
2. If a substantive change is proposed (hereby defined as any change that requires approval from HUD), the Homeless Solutions Policy Board may provide input into the changes prior to City approval.
3. This Agreement shall conform to federal, state, and local governmental guidelines, policies and available funding amounts. If such conformity results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, the City and Subrecipient agree to amend this Agreement to reflect any such change.
4. City and Subrecipient agree that this Agreement shall be amended upon receipt of the HUD Multi-Grant Master Agreement to include the Scope of Work exhibit and any other certifications and specific provisions prescribed therein.

D. Subcontracting

1. None of the services covered by this Agreement shall be subcontracted without prior written consent by the City and/or formal amendment of this agreement.
2. The Subrecipient will monitor the approved subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documented evidence of follow-up actions taken to correct areas of noncompliance.

E. Assignability

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same without prior written consent of the City.

F. Indemnification

The Subrecipient shall 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 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, including any violation of state, federal or local laws, rules and regulations governing the use of S+C Program dollars and/or the acts, omissions, or conduct of Subrecipient employees, contractors, or agents.

G. Suspension or Termination

1. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination.
2. The City may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, and may recover any funds paid to the Subrecipient at its discretion if Subrecipient:
    (a) Violates any provision of the Agreement; or
    (b) Violates any provision of the Stewart B. McKinney Homeless Assistance Act, as amended by the HEARTH Act; or
    (c) Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or
    (d) Fails to complete performance as specified in Attachment A or in a timely manner.
3. The City may also terminate this Agreement and such supplemental Agreements hereafter executed, in whole or in part, by giving the Subrecipient 30 days written notice, in the event that the Secretary of HUD shall:
    (a) Withdraw funds allocated to the City under its application for S+C Program activities, thus preventing substantial performance of the S+C Program or any portion thereof intended as activities to be undertaken by the Subrecipient; or
    (b) Terminate the City's funding allocation pursuant to an Act of Congress.
4. The City may impose sanctions if the Subrecipient violates any provision of this Agreement. These sanctions may include, but are not limited to:
    (a) Refusal to renew or extend the present Agreement or execute a new agreement with the Subrecipient.
    (b) Total or partial suspension of funding by non-payment or partial payment of invoices or by other means.
    (c) Withholding or disallowing the payment or reimbursement of administrative costs.

(d) Termination of funding or of the Agreement itself.

H. Entire Agreement / Integration

This Agreement, together with all Attachments and Exhibits referenced herein, represents the entire and integrated Agreement between the City and the Subrecipient. 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.

I. Conflict of Interest

Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 200.318 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner of degree with the performance of services described in Article I and Attachment A, Scope of Services. Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the City. Participation by homeless individuals who are also participants under the program in policy or decision-making does not constitute as a conflict of interest.

ARTICLE VI. ADMINISTRATIVE REQUIREMENTS

A. Compliance with Regulations

The Subrecipient shall comply with all applicable uniform administrative requirements, including those listed in Attachment B, that is attached hereto and made a part hereof, as if fully rewritten.

B. Financial Management

1. Accounting Standards
   The Subrecipient shall comply with Attachment F of 2 CFR Part 200 Subparts D and E, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles
   The Subrecipient shall administer the program in conformance with 2 CFR Part 200 Subpart D and E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record-Keeping

1. Maintenance and Availability of Records
   (a) The Subrecipient shall maintain all accounting and client records and documents, and any evidence pertaining to costs incurred, as more fully described in Attachment A, Section H that is attached hereto and made a part hereof as if fully rewritten.
   (b) Such records shall be furnished and available for inspection by the City, HUD, the Comptroller General of the United States, and/or any authorized representative of the City of Dayton.
   (c) Such records shall be available at the Subrecipient's offices at all reasonable times during the contract period.

2. Retention
The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there are claims, audits, negotiations, litigation or other actions that involve any of the records cited and that have commenced before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Close-Outs
The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of S+C Program assets (including the return of all unused materials, equipment, unspent cash advances) and determining custodianship of records.

4. Audits and Inspections
All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City, or its designees, deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully rectified by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F.

5. Reversion of Assets
When the Agreement ends, the Subrecipient must transfer to the City any S+C Program funds on hand and accounts receivable attributable to the use of CS+C Program funds.

D. Reporting Procedures

1. Annual Report
In regard to this Agreement, the Subrecipient shall complete a HUD Annual Progress Report and submit it to the City on or before May 30, 2021.

2. Progress Reports
The Subrecipient shall submit and provide to the City a monthly progress report. The progress report consists of the following information, at a minimum:
   (a) Advance Request Form (Attachment C)
   This form serves as the request for payment, or invoice, for each monthly advance. The Advance Request Form collects the following information:
      i. Number of clients anticipated to be served during the month, broken down by continued tenants and estimated new tenants.
      ii. Every new and continued tenant must be categorized by the type of unit the tenant will be occupying (zero-bedroom, one-bedroom, etc.).
      iii. The total rental assistance being requested by category of unit (multiplied by the number of continued tenants and estimated new

tenants by the local HUD Fair Market Rent determined for each category of unit).

iv. The total TRA rental assistance being requested, broken down by continued tenants, new tenants, and the administrative charges associated with each.

v. The total monthly rent assistance and administrative charges being requested for the upcoming month. Subtract any carry-over from the previous month's payment from the sum of the rental assistance and the corresponding administrative charge, for a net total request.

vi. The total projected S+C Program statistics for the upcoming month that total clients by the type of unit they will occupy and by their diagnosis (mentally ill; substance abuser; mentally ill and a substance abuser; living with AIDS; and, without a current diagnosis).

(b) Voucher Cover & Monthly Settle Up Form (Attachment D)

This form details actual expenditures for the previous month and tracks the balances of each budget line item. If additional funds are owed to Subrecipient, this form shall serve as the invoice. If an overpayment was made to Subrecipient – where the estimates exceeded the actuals – the corresponding amount will be deducted from the following month's Advance Request.

i. The SNAPS Request Voucher for Grant Payment (Attachment E) should be attached, with the Subrecipient having completed numbers 2 through 10.

ii. The Voucher Expense Detail Form (Attachment F) and corresponding attachments must be included. This form consists of client and landlord information, citing the client's address and the type of unit they will occupy; the client's diagnosis; the expenses attributed to each client, and totaling those expenses by client and for the entire list; and a summary of landlords broken down by number and types of unit, TRA rent assistance, client rent portion, and the total monthly amount paid to each landlord. The form also requires supporting documentation for actual administrative expenditures.

D. Procurement

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart 317-326.

ARTICLE VII SECTION 3 REQUIREMENTS

A. Section 3 Clause

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. Section 3 Plan

The City of Dayton's Section 3 Guide Book provides guidance on meeting the Section 3 requirements of 24 CFR Part 135. The Section 3 Plan is considered part of this contract. The plan must state employment and subcontracting goals and commitments. The guidebook can be found at http://daytonhrc.org/wp-content/uploads/2013/09/Section-3-Guide-Book-Final.pdf. The Section 3 Plan template can be found at http://daytonhrc.org/wp-content/uploads/2013/09/Section-3-Plan-Template.dotx.

ARTICLE VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to 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 Title 40 CFR, Part 50 as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having specific 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

The Subrecipient 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 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 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.

D. Environmental Review

Under the Continuum of Care Interim Rule, tenant-based rental assistance is a categorical exclusion not subject to 24 CFR 58.5. HUD has determined that this activity would not alter any conditions that would require a review or compliance determination. When this type of activity is undertaken, the responsible entity (the City) does not have to publish a Funding of No Significant Impact (NOI) or Request for Release of Funds (RROF) or execute a certification, and the City does not have to submit a RROF to HUD.

ARTICLE IX. NOTICES

Communications and notices concerning this Agreement shall be directed to the following contract representatives:

City of Dayton
Community Dev.
Dept. of Planning & CD
101 W. Third Street, PO Box 22
Dayton, Ohio 45401-0022
(937) 333–3863

Miami Valley Housing Opportunities, Inc.
Debbie Watts Robinson
907 West Fifth Street
Dayton, OHIO 45402
(937) 263-4449 ext 402

IN WITNESS WHEREOF, the City by its City Manager, and the Subrecipient, by its Chief Executive Officer, have executed this Agreement.

CITY OF DAYTON, OHIO

_____
City Manager

Date _____, 2020

MIAMI VALLEY HOUSING OPPORTUNITIES, INC.

_____
Debbie Watts Robinson, Chief Executive Officer

Date_____, 2020

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

_____, 2020

Min./Bk. _____ Page _____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

ATTACHMENT A
SHELTER PLUS CARE TENANT-BASED RENTAL ASSISTANCE
Scope of Services

A. Program Description

This Shelter Plus Care (S+C) Program will provide permanent, subsidized housing aligned with supportive services to homeless single adults with qualifying disabilities, and/or homeless adults with qualifying disabilities who have family members living with them. This Program includes Tenant-Based Rental Assistance (TRA) which is further described hereinafter.

The qualifying disabilities for S+C Program participants include: severe and persistent mental illness; serious mental disorder; chronic chemical dependency or substance abuse; co-occurring severe and persistent mental illness and chemical dependency; AIDS and related diseases.

The Subrecipient certifies that this Program described herein will benefit disabled, homeless individuals, as described at 24 CFR, Part 582 (1) (a).

B. Program Outcomes

The Program will provide rent subsidy for at least 248 units of service over the term of the Agreement. A "unit of service" is defined as providing 12-months of permanent subsidized housing, aligned with supportive services.

As required by the regulations contained in 24 CFR, Part 582.110, the Subrecipient shall maintain all documentation necessary to verify a match of supportive services. Such supportive services will be available to participants for the entire term of the rental assistance.

C. Homeless Population to be Served

1. Participant Characteristics

The homeless persons to be served under this Program have serious disabilities that impede their ability to live independently. They are extremely low income because their disability restricts their ability to work. They need independent living skills support, supportive services related to their disability, access to employment services and opportunities, and money management support.

2. Program Participant Entry

Before entry into the Program, participants must be homeless. This is defined as persons who, without Shelter Plus Care Program assistance, would spend the night in a shelter or place not meant for human habitation, including:

- Sleeping places not meant for human habitation;
- Sleeping in shelters;
- Living in transitional/supportive housing, but came there from the streets or shelter;
- Being evicted within the week from a private dwelling, and having no residence identified or resources/supports to find housing.
- Being discharged from a hospital or institution following a stay of less than 30 days and having no residence identified or resources/supports to find housing.

3. Outreach/Referral Plan

Potential Program participants will be referred through the Homeless System Front Door Assessment Process. The Front Door assessment of homeless persons is conducted by the PATH street outreach program, and at the four gateway shelters- Gettysburg Gateway for Men, St. Vincent DePaul for Women and Families, Daybreak (youth), and the YWCA (victims of domestic violence). The Front Door Process also conducts assessments of homeless person referred by the mental health system, substance abuse treatment centers, AIDS Resource Center of Ohio, and the VA Medical Center.

4. Dwelling Types

The anticipated 248 units of service that will be subsidized and made available under this Program, by dwelling type, are as follows:

Zero Bedroom	2
One Bedroom	174
Two Bedroom	40
Three Bedroom	23
Four Bedroom	9

Allocation between the TRA Program components for the aforementioned specific dwelling types is set forth in Table A, which is attached hereto.

D. Subrecipient Responsibilities

The Subrecipient shall be responsible for completing the following activities:

1. **General Responsibilities**
   a. Coordinating all services related to the Program.
   b. Maintaining and reporting on Program implementation and status.
   c. Providing a total of 248 units of service as follows: 248 units of TRA housing in accordance with Table A and regulations contained in 24 CFR, Part 582.
   d. Certifying that the Program activities benefit the disabled and homeless, as described at 24 CFR, Part 582 (1)(a).
   e. Utilizing the Homeless Management Information System (HMIS) to track client outcomes throughout their participation in the Program.
   f. Adherence with the City's "Impaction Policy," the Subrecipient shall submit a "Consistency Review" to the City's Department of Planning and Community Development and receive a "Certification of Local Approval" before establishing new TRA units within the Dayton corporate limits.

2. **Participant Related Activities**

   The Subrecipient shall be responsible for the following Program participant related activities:
   a. Implement an outreach plan, obtain participant agreements to enter Program and establish income qualification. Income qualification must be completed initially and at least annually thereafter. This activity must commence within the first thirty days from the date of the City's execution of this Agreement.
   b. Ensure that an assessment to establish disability under the Subrecipient's service category be completed by the referring agency. All assessments must be conducted by individuals identified in the Ohio Department of Mental Health's Administrative Rules for Mental Health Assessment- Non Physician and/or Psychiatric Diagnostic Interview, Physician (for individuals

with mental health disorders) and Ohio Department of Alcohol and Drug Addiction Services' Administrative Rules for Assessment (for individuals with alcohol and other drug disorders).

c. Assist Program participants with selecting an appropriate residence from the units available to the Subrecipient; and, if the unit is to be leased from a third party directly to the participant, insure that the lease Agreement conforms to Program standards and requirements.

d. The Subrecipient must provide or cause to be provided a system of case management for each Program participant, and assure that each participant has access to the supportive services. Supportive service delivery shall commence within ninety days of the date this Agreement is executed by the City, or upon occupancy of each unit, whichever occurs earlier.

e. Acclimate each Program participant to the residence, immediate environs, neighborhood, and community services. It is the Subrecipient's responsibility to communicate with the Front Door referring agency's case management services to provide the Program participant with furniture, fixtures, supplies, and other essentials.

3. **Housing Related Activities**

The Subrecipient shall be responsible for the following housing related activities for the Program:

a. Verify the continued availability of housing resources and find equivalent alternative housing resources as required. The Subrecipient will negotiate a contract rent. Contract rent cannot exceed the rent reasonableness standard and in many cases the "Fair Market Rent."

b. Prior to occupancy of any unit by a Program participant, the Subrecipient will ensure a physical inspection by a qualified HQS inspector. If the unit inspected fails to meet HQS, the Subrecipient or the lessor is responsible for the cost of repairs necessary to meet HQS.

c. The Subrecipient will test for rent reasonableness (i.e. the contract rent is reasonable in relation to rents currently being charged for comparable unassisted units) as well as not in excess of rents currently being charged by the same owner for comparable unassisted units. Prior to submitting any voucher form requesting the payment of the rent subsidy for a unit, the Subrecipient shall comply with 24 CFR, Part 582.305 (b), by using the "Rent Reasonableness Survey" from the Greater Dayton Apartment Association and assure that the unit has also met GDPM's HQS.

d. Require annual re-inspection and HQS certification from HQS -trained inspectors.

e. Maintain records of any Program participant's absence during the lease term for inpatient care at a hospital or other health care facility. If a Program participant is temporarily away to receive inpatient care, Program rental assistance will continue for up to 90 days. Invoices provided to the City shall indicate each participant and unit-residence for which rental assistance is billed during the current period.

4. **Participant Intake and Processing**

The Subrecipient shall manage the intake of Program participants, verify eligibility for participants to be housed in TRA units, monitor participants and ensure that the services they require are being provided, and prepare subsidy vouchers for the 253 TRA units in the following manner:

a. The Subrecipient will process referrals from the Homeless System Front Door Assessment Process and shall create a list of "eligible persons" as described in 24 CFR, Part 582 (1)(a).

b. The Subrecipient shall maintain policies and procedures consistent with Shelter Plus Care Program and the federal "Section 8" regulations generally as they are applicable to the Shelter Plus Care Program grant and shall utilize these policies and procedures in receiving referrals from the Homeless System Front Door Assessment Process

5. **Participant Referrals**

a. The Subrecipient shall make referrals of persons on the list generated from the standards set forth in Paragraph 4(a) above, Participant Intake and Processing to property owners (tenant-based assistance) for purposes of securing housing through the Program.

b. To determine HQS compliance, the Subrecipient shall assist potential Program participants with contacting the property owner and shall select an inspector and arrange for the inspection.

c. The Subrecipient shall assure that the unit has passed inspection and keep a copy of the inspection form on file for a period of no less than 3 years after vacation of the unit by the participant. A participant will not be allowed to move into a unit until that unit has successfully passed an inspection. The Subrecipient shall also ensure that housing units used in the Program are re-inspected on not less than an annual basis. The participant must also keep copies of the re-inspection on file for a period of no less than 3 years after vacation of the unit. HQS trained inspectors shall perform such annual inspections.

E. Performance Monitoring

The City will monitor the Subrecipient's performance against goals and performance standards as identified in Section B above and the regulations contained in 24 CFR, Part 582.

The City shall conduct on-site monitoring of the Subrecipient annually for each Continuum of Care grant. Substandard performance, as determined by the City, shall constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time, as determined by both parties, after being notified by the City, Agreement termination procedures will be initiated.

Monitoring Subject Area	**Date of Review**	**City Representative**
Section I. Required Monitoring for ALL S+C Subrecipient Agreements		
Financial and Program Eligibility and Records Management	Prior to submission of first invoice then ongoing	Erin Ritter
Program Performance	Ongoing on a quarterly basis until termination of Agreement	Erin Ritter
Environmental Review	Not Applicable - CENST	

F. Budget

The Subrecipient shall use the funds made available by this Agreement for the Program to provide rental assistance and for such administrative costs as are described in Table A, which is attached hereto and incorporated herein.

TABLE A: Sponsor-Based Rental Assistance (TRA) Component Program Budget

Name of metropolitan or non-metropolitan Fair Market Rent (FMR) area: Dayton/Montgomery County				
Size of Units	**Number Of Units**	**FMR or Actual Rent**	**Number of Months**	**Total**
0 Bedroom/ Efficiency	2 x	$524 x	12 =	$12,576
1 Bedroom	174 x	$599 x	12 =	$1,250,712
2 Bedrooms	40 x	$788 x	12 =	$378,240
3 Bedrooms	23 x	$1,050 x	12 =	$289,800
4 Bedrooms	9 x	$1,189 x	12 =	$128,412
TOTAL				**$2,059,740**

Administration Costs not to exceed $136,592

G. Payment Procedures

1. Subject to receipt of funds from the Federal Government/grantor agency, the City agrees to advance and/or reimburse the Subrecipient for authorized expenditures for which vouchers, rental receipts and other similar documentation to support payment expenses are maintained by the Subrecipient under those generally accepted accounting principles and procedures approved by the City and outlined in 2 CFR 200 and those specific requirements in Article IV of this Agreement.

2. Payments to the Subrecipient shall be made upon the submission of a monthly Advance Request Form to the City's Department of Planning and Community Development. Such invoices will include the following information:
   a. A summary of current and cumulative actual costs compared to the budget; and
   b. Such other reports, documentation and information as specified within this Agreement.

3. Payments to the Subrecipient shall be made as follows:
   a. The City shall process invoices within thirty (30) days following receipt thereof or, if documentation is inappropriate or insufficient, the City shall provide the Subrecipient a clear statement regarding the ineligibility or deficiencies to be eliminated prior to acceptance for processing.
   b. In the event that it is deemed necessary by the City, HUD, the Comptroller General of the United States of America, or any authorized representative of said agencies or persons, to conduct any audit of the records of the Subrecipient, the City may withhold payment until such audit is conducted, if improprieties are suspected.
   c. The City shall retain in its Line of Credit the Subrecipient's reserve funds which shall consist of the differential between Fair Market Rent (FMR) and Contract Rent less tenant rent contribution, not to exceed eight percent (8%) of total FMRs for all Subrecipients' units. The Subrecipient may draw upon this reserve fund in order to pay for:
      (i.) Administrative Costs: The costs of administering the housing assistance Program including eligible costs of processing rental payments to landlords, examining participant income and family composition, inspecting units for compliance with housing quality standards, providing housing information and assistance, and receiving into the Program new participants. It does not include any

costs of support services or the costs of audits or preparation of reports or forms required under this Agreement.

(ii.) Property Damage: Damage to housing due to the action of a participant, not to exceed the amount of one month's rent.

(iii.) Additional Rent Payments: The costs of rent increases or the costs of serving a greater number of participants.

H. Documentation and Record Keeping

Prior to execution of this Subrecipient Agreement, the Subrecipient must provide the following documentation to the City of Dayton. The Subrecipient shall keep and maintain the following records and documents as well as all other identified in this Agreement in accordance with the requirements set forth in Article IV of the Agreement. These documents shall be included in the City's contract file, and any changes made to these forms should be forwarded to the City as soon as practicable.

1. Evidence of Site Control
2. Environmental Review – NOT APPLICABLE TO TRA
3. Conflicts of Interest: Subrecipient must provide documentation that no conflicts of interest exist between the City and the Subrecipient, the Subrecipient and its contractors, and the Subrecipient and the Dayton-Kettering-Montgomery County CoC Board. The Subrecipient shall include the list of all current members of the Subrecipient's Board of Trustees (or Directors) with addresses, professional affiliations, home and work phone numbers, and term of office.
4. Evidence of Homeless Consumer Participation: the list of all current Board of Trustees (or Directors) should state which member(s) are homeless and/or formerly homeless.
5. Evidence of compliance with Faith-Based Activities at 24 CFR 578.87(b).
6. Match documentation to confirm the 25% match requirement.
7. The Subrecipient's most recent letter from the Federal Internal Revenue Service certifying that the Subrecipient holds "501(c)(3)" not-for-profit status.
8. The Subrecipient's current financial statement.
9. The Subrecipient's 2019 audited financial statements.
10. Resolution by the Subrecipient's Board of Trustees (or Directors) authorizing acceptance of this Agreement, signed by the Board Chair or President.
11. A copy of each form to be used by the Subrecipient for Program activities to be performed. These shall include but are not limited to: lease form between the Subrecipient and Lessor; participant application; GDAA Rent Reasonableness Survey; GDPM HQS form; occupancy agreement and lease rescission agreement between the Subrecipient and Program participants; participant's income verification; annual recertification of participant's income; participant release of personal history Agreement; documentation of disability.
12. A copy of the Subrecipient's participant rights plan or grievance process.
13. A copy of the Subrecipient's outreach plan that shows how full occupancy of all Subrecipient housing units will be attained.

Subrecipient is responsible for establishing and maintaining all records related to the administration and execution of each CoC Program grant. These documents will be reviewed at least annually through on-site monitoring visits.

Subrecipient must maintain separate records for each CoC Program grant to document that the project is in compliance with the service provision, match, and HQS requirements in the CoC Interim Rule:

1. SUPPORTIVE SERVICES PROVIDED
   Subrecipient must document the types of supportive services provided to individuals and families and the amounts spent on those services. Subrecipient must also document that such information undergoes review at least annually and that the service package offered to program participants was adjusted accordingly.
2. HOUSING QUALITY STANDARDS
   Subrecipient must retain documentation to demonstrate compliance with the housing standards at 24 CFR 578.75(b). These standards require the Subrecipient to inspect housing units leased with CoC Program funds and units for which rental assistance payments are made with CoC Program funds to ensure the assisted units meet the applicable housing standards.
3. MATCH REQUIREMENTS
   Subrecipient should provide documentation of supportive services and/or in-kind and cash match that provide the local match for Program rental assistance, including the following:
   a. A record of total annual service obligations as specified in this Attachment A at Paragraph B, titled "Program Outcomes."
   b. Value of pro-rata share of lease on buildings where services will be provided to participants;
   c. Salaries and benefits of staff and pro-rata share directly benefiting Program participants with supportive services; and
   d. Value of other supportive services including voluntary services and donated professional services.
   e. Record of supportive services expenses for the current period; cumulative expenses for the fiscal year; and the balance remaining to be expended.
   f. Individual service expenditures for each participant.
   g. Log of all voluntary activity indicating the name of the volunteer, the hours worked during the month, the services provided, and the dollar value assigned. (Voluntary services may be valued at $10 per hour, except that professional services may be valued at the practitioner normal hourly rate.)
   h. Records and correspondence between the Subrecipient and service providers pertaining to the Agreement. (If, at any time during the term of this Agreement, the Subrecipient is required to consider a change in service providers for any reason whatsoever, the Subrecipient will notify the City in writing with a complete justification of the change and a plan to insure an equivalent level of service is to be provided. The City must approve each change of service providers.)
4. GRANT-SPECIFIC PROGRAM PARTICIPANT RECORDKEEPING REQUIREMENTS
   a. A register of the specific properties for which Program rental assistance will be used, including addresses, ownership, number of bedrooms, and Contract Rent, and term of lease Agreement.
   b. Records pertaining to rental assistance provided to Program participants, including:
      i. Record of individual participants participating in Program and their duration.
      ii. Copy of occupancy agreements.
      iii. Copy of service commitments.
      iv. Copy of form(s) used to calculate Contract Rent, Tenant Rent, and Program Rent Payment.
      v. Copy of rent receipts for leased units or copy of invoices for Subrecipient-owned units.

vi. Copy of HQS Certificate, initial and annual.
vii. Copies of correspondence between Subrecipient and Lessors.
viii. Copies of correspondence between Subrecipient and participants relating to the housing unit occupied.

c. Records pertaining to the use and documented Program administration costs and funds, including:
    i. Copies of invoices to the City with justification of administrative costs.
    ii. Copies of any notices of Contract Rent adjustment that will increase or decrease the Program rental payment.

d. Records that pertain to each Program participant and eligibility, including:
    i. Income verification and calculation of tenant rent contribution, with annual updates;
    ii. Medical and/or psychiatric assessment;
    iii. Supportive services plan and documentation of service delivery, including the cash value of services delivered;
    iv. Record of tenant rent payments;
    v. Receipts for rent payments to lessor;
    vi. Data required for completion of all parts of the HUD Annual Progress report.

5. CONFIDENTIALITY
Subrecipient is responsible for ensuring confidentiality of records. In addition to meeting the confidentiality and security requirements for HMIS data, subrecipient must implement written policies that ensure, at a minimum:

a. Records containing protected identifying information of any individual or family that applies for and/or receives CoC Program assistance will be kept secure and confidential;
b. The address or location of any family violence project assisted with CoC Program funds will not be made public, except with the written authorization of the person responsible for the operation of the project; and
c. The address of location of any housing of a program participant will not be made public.

I. Records Retention

All records containing information related to CoC Program funds and activities must be retained and kept accessible for either five years or the period specified below, whichever is longer. Copies of records may be substituted for original records.

- Program participants' qualifications, eligibility documentation, and other program participant records must be retained for five years after expenditure of all funds from grant under which program participants were served.
- Records for acquisition, new construction, and rehabilitation must be retained for 15 years following the date the project is first occupied, or used, by program participants. Only those records related to the acquisition, rehabilitation, or new construction must be retained for 15 years. All other records must be retained for the period of time specified above.

J. Access to Records

All records containing information related to CoC Program funds and activities must be retained and kept accessible for either five years or the period specified below, whichever is longer. Copies of records may be substituted for original records.

Program participants' qualifications, eligibility documentation, and other program participant records must be retained for five years after expenditure of all funds from grant under which program participants were served.

Records for acquisition, new construction, and rehabilitation must be retained for 15 years following the date the project is first occupied, or used, by program participants. Only those records related to the acquisition, rehabilitation, or new construction must be retained for 15 years. All other records must be retained for the period of time specified above.

K. Reports

Subrecipient is responsible for compiling data for Annual Performance Reports (APR) in HMIS and submitting all required documentation to the City within 30 days of expiration of this contract.

ATTACHMENT B
SHELTER PLUS CARE TENANT-BASED RENTAL ASSISTANCE CERTIFICATIONS

The Subrecipient hereby assures and certifies that:

1. It will comply with various local, state, and federal laws, orders, rules, regulations, and acts that pertain to the implementation of this Agreement and or the Program, including, but not limited to the following:
   a. It will comply with Title IV of the Civil Rights Act of 1964 (42 United States Code ("U.S.C.") § 2000 (d)) and regulations pursuant thereto (Title 24 CFR, Part 1), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity for which the Subrecipient receives financial assistance, and will immediately take any measures necessary to effectuate this Agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving provision of similar services or benefits.
   b. It will comply with the Fair Housing Act (42 U.S.C. §§ 3601-19), as amended, and with the implementing regulations at 24 CFR, Part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its Programs and activities relating to housing in a manner to affirmatively further fair housing.
   c. It will comply with President's Executive Order ("EO") 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR, Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.
   d. It will comply with EO 11246 and all regulations pursuant thereto (42 CFR, Chapters 60-61), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The Subrecipient will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.
   e. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701(u)), and regulations pursuant thereto (24 CFR, Part 35), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the Program and contracts for work in connection with the Program be awarded in substantial part to persons residing in the area of the Program.
   f. It will comply with Section 540 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in federally-assisted and conducted Programs and activities.
   g. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), as amended, and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in Programs and activities receiving federal financial assistance.

h. It will comply with EO 11625, 12432 and 12138, which state that Program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.
i. If persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.
j. It will comply with the reasonable modification and accommodation requirements of the Fair Housing Act and, as appropriate, the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, as amended.
k. It will comply with Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio and 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.

2. It will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipients workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an ongoing drug-free awareness Program to inform employees about:
      (1) the dangers of drug abuse in the workplace;
      (2) the grantee's policy of maintaining a drug-free workplace;
      (3) any available drug counseling, rehabilitation, and employees assistance Programs; and
      (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   d. Notifying the employee in the statement required by Paragraph (a) that, as a condition of employment under the grant, the employee will (1) abide by the terms of the statement; and (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   e. Notifying the City in writing, within ten business days after receiving notice under Subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
   f. Taking one of the following actions, within 30 calendar days of receiving notice under Subparagraph (d)(2), with respect to any employee who is so convicted;
      (1) taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation Program approved for such purposes by a federal, state, or local health agency, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (a), (b), (c), (d), (e), and (f);

h. Providing the street address, city, county, state, and zip code for the site or sites where performance of work in connection with the grant will take place. For some Subrecipients who have functions carried out in several locations, more than one location may need to be specified. It is further recognized that Subrecipients may add or change sites as a result of changes to Program activities during the course of grant-funded activities. Subrecipients, in such cases, are required to advise the City by submitting a revised "Place of Performance" form. The period covered by the certification extends until all funds under the specific grant have been expended.

3. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR, Part 24.

4. No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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.

   If any funds, other than federally 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, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying" according to its instructions.

   The undersigned shall require that the language 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 Subrecipients shall certify and disclose accordingly.

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

5. It and its principals (see 24 CFR, Part 24.105(p)):

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (see 24 CFR, Part 24.110) by any federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction or 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 (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. Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

6. The Subrecipient assures that the assistance provided by HUD, and any amounts provided from other sources, are managed so that the housing assistance described in the application is provided for the full term of the grant, or that Subrecipient will provide any shortfall, if necessary. The Subrecipient further assures that it will provide or secure supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the grant and that it will fund the supportive services itself if the planned resources do not become available for any reason.

7. It will comply with the Housing Development Policies identified below.
   a. For each proposed new housing facility development, the Subrecipient will obtain written certification from the appropriate government jurisdiction that the proposed facility is consistent with that jurisdiction's current Consolidated Plan, or that written certification that the government jurisdiction agrees to an exception under the specific conditions of the proposed development.
   b. Subrecipient will provide a list of private-landlord-owned housing facilities which includes a mixture of units inside and outside of Dayton City limits which is proportionate to the ratio of Montgomery County residents living inside and outside of Dayton City limits to all participants of tenant-based and sponsor-based rental subsidy Programs administered by Subrecipient. The list will include a statement that the list is not all-inclusive and that housing location is the choice of the participant.

8. It will comply with confidentiality requirements. Subrecipient is responsible for ensuring confidentiality of records. In addition to meeting the confidentiality and security requirements for HMIS data, subrecipient must implement written policies that ensure, at a minimum:
   a. Records containing protected identifying information of any individual or family that applies for and/or receives CoC Program assistance will be kept secure and confidential;
   b. The address or location of any family violence project assisted with CoC Program funds will not be made public, except with the written authorization of the person responsible for the operation of the project; and
   c. The address of location of any housing of a program participant will not be made public.

9. It will establish policies and practices that enable program participants to exercise the rights afforded them under Subtitle B of Title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.

10. It will designated staff in family projects to ensure that children of program participants are enrolled in school and connected to early childhood programs and other appropriate services

11. Subrecipient agrees to provide information, such as data and reports, as required by HUD.

ATTACHMENT C
SHELTER PLUS CARE TENANT-BASED RENTAL ASSISTANCE ADVANCE REQUEST FORM

Miami Valley Housing Opportunities
Community Based Supportive Housing
907 West Fifth Street, Suite 300
Dayton, OH 45402
(937) 263-4449, Fax (937) 853-4766
www.mvho.net

ADVANCE REQUEST FORM

Invoice Date:
Grant Name: **2019 TRA**
Grant/Project Number:
City Contract Number:
Advance for Month:

ESTIMATED CONTINUED TENANTS

Unit Type	# Tenants	SRA Rent Assitance	Admin	S+C Direct Salaries	TOTAL
Efficiency Units					
1 BR Units					
2 BR Units					
3 BR Units					
4 BR Units					
TOTAL					

ESTIMATED NEW TENANTS

Unit Type	# Tenants	SRA Rent Assitance	Admin	Security Deposits	TOTAL
Efficiency Units					
1 BR Units					
2 BR Units					
3 BR Units					
4 BR Units					
TOTAL					

TOTAL CONTINUED & NEW TENANTS

Unit Type	# Tenants
Efficiency Units	
1 BR Units	
2 BR Units	
3 BR Units	
4 BR Units	
TOTAL	

Diagnosis	# Tenants
SMI	
CSA	
SMI & CSA	
PWA	
PWOD	
TOTAL	

Total Tenant Portion Paid	

TOTAL SRA RENTAL ASSISTANCE	
TOTAL ADMIN CHARGES (7%)	
DEDUCT OVERAGE FROM PREVIOUS MONTH	
TOTAL ADVANCE REQUEST	

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Name of Authorized Signatory _____ **Date** _____

Signature _____

ATTACHMENT D
SHELTER PLUS CARE TENANT-BASED RENTAL ASSISTANCE VOUCHER COVER & MONTHLY SETTLE-UP FORM

Miami Valley Housing Opportunities
Community Based Supportive Housing
907 West Fifth Street, Suite 300
Dayton, OH 45402
(937) 263-4449, Fax (937) 853-4766
www.mvho.net

VOUCHER COVER & MONTHLY SETTLE-UP FORM

Voucher Submission Date:
Grant Name: **2019 TRA**
Grant/Project Number:
City Contract Number:
Period:

Budget Line Item	Total Grant Award	Actuals this Period	Grant-to-Date Actuals	Remaining Grant Funds
1040 Rental Assistance				
1060 Administrative				
TOTAL				

Advance Paid by City for this period:	
Actual Expenses for this period:	
Additional Funds owed to MVHO[1]:	
Overpayment to MVHO[2]:	

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Authorized Signatory _____ **Date** _____

Signature _____

NOTES:

1 - If actual expenses are greater than advance paid, MVHO is owed additional funding. This form serves as supporting documentation for the expense.
2 - If advance paid is greater than actual expenses, MVHO was overpaid, and the amount will be deducted from the next month's Advance Request.

Attachments: 1 - SNAPS Request Voucher for Grant Payment, with #2 - #10 completed.
2 - Client Reporting Form

TO BE COMPLETED BY CITY OF DAYTON:

Voucher Number: _____

Draw Date: _____

Staff Signature: _____

Notes: _____

ATTACHMENT E
SHELTER PLUS CARE TENANT-BASED RENTAL ASSISTANCE
SNAPS REQUEST VOUCHER FOR GRANT PAYMENT

LOCCS/VRS
SNAPS Special Needs Assistance Program
Request Voucher for Grant Payment

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2535-0102 (exp. 1/31/2004)

See Instructions and Public Reporting Burden Statement on back

1. Voucher Number	2. LOCCS Pgrm. Area	3. Period Covered by this Request (dates)	4. Type of Disbursement
	SNAP HPAC IHP		☐ Partial ☐ Final

5. Voice Response No. (5 digits, hyphen, 5 more)	6. Grantee Organization's Name	
8. Grant No.	6a. Grantee Organization's TIN	

9. Line Item no.	Type of Funds Requested	Amount (round to nearest dollar)
1010	Acquisition	
1020	Rehabilitation	
1021	New Construction	
1022	Substantial Rehabilitation	
1023	Moderate Rehabilitation	
1030	Operating Cost	
1040	Rental Assistance	
1050	Supportive Services	
1060	Administrative Cost	
1070	Child Care	
1080	Employment Assistance	
1090	Relocation	
1100	Leasing	
1110	Repair & Maintenance	
1111	Prevention (RH)	
1112	Capacity Building (RH)	
1120	Other:	
10.	Voucher Total	

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

11. Name & Phone Number (including area code) of the Authorized Person who called SNAPs System VRS	12. Signature	13. Date of Request
	X	

Privacy Statement: Public Law 97-255, Financial Integrity Act, 31 U.S.C. 3512, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions. The Housing and Community Development Act of 1987, 42 U.S.C. 3543, authorizes HUD to collect the SSN. The data are used to ensure that individuals who no longer require access to Line of Credit Control System (LOCCS) have their access capability promptly deleted. Provision of the SSN is mandatory. HUD uses it as a unique identifier for safeguarding LOCCS from unauthorized access. Failure to provide the information requested may delay the processing of your approval for access to LOCCS. This information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is to request payment of grant funds or to designate the appropriate officials who can have access to HUD voice activated payment system. The HUD voice activated payment system has been especially designed to help the recipient when calling in for a request of funds and improves the payment process so the recipient will know right away whether their request will be paid or not. This information collection is required under 24 CFR Subpart C, 85.21 - Post Award Requirements, the information collection is needed in order to obtain or retain a benefit.

Instructions for the Request Voucher for Grant Payment for the Special Needs Assistance Program (SNAPs)

Item 1. **Voucher Number:** The first 3 digits are the prefix to your program. Enter "**001**" if grant funds are being requested for a grant awarded under a SHDP or SHP (TH, PH, SAFAH and Renewal) grant. Enter "**038**" if funds are being requested for a Housing Opportunity for Persons with AIDs (HOPWA) competitive grant. Enter "**054**" if funds are being requested for an Innovative Housing Program (IHP) grant. (If you do not know your 3-digit program prefix, contact your local Field Office.) The remaining 6 digits will be assigned by LOCCS/VRS during the telephone call. The entire 9-digit number will have to be entered prior to ending the call.

Item 2. **LOCCS Program Area:** Circle "**SNAP**" (001) for SHDP and SHP grant requests, "**HPAC**" (038) for HOPWA competitive grant requests, and "**IHP**" (054) for Innovative Homeless Programs.

Item 3. **Enter the period covered by this request**.

Item 4. **Type of Disbursement:** Check "partial" until the final request for grant funds is made.

Item 5. **Voice Response No:** Enter the 10 digit Voice Response System (VRS) project number which was sent to you by mail. Your regular HUD project number will be repeated back for verification after the VRS project number is entered.

Item 6. **Grantee Organization's Name:** Enter the name of the organization requesting funds. It must be the same name that appears on the Grant Agreement.

Item 6a. **Grantee Organization's Tax Identification No:** Enter the tax (employer) Identification Number (TIN).

Item 7. Not applicable.

Item 8. **Grant Number:** Enter the project number that appears on the Grant Agreement.

Item 9. **Type of Funds Requested:** SNAPs grant VRS drawdowns are directed against specific funding categories called Budget Line Item (BLIs). LOCCS associates a 4-digit number with each line item. Enter the amount requested in each category (lines 1010 through 1120) and the total funds requested under item 10, Voucher Total.

Item 11. **Name & phone number** (including area code) of the authorized person who completed the call-in to VRS. The authorized person is shown on line 3 of form HUD-27054.

Item 12. **Signature** of the person identified in item 11.

Item 13. **Date of this Request:** Enter the date of the call-in to request funds.

ATTACHMENT F
SHELTER PLUS CARE TENANT-BASED RENTAL ASSISTANCE VOUCHER EXPENSE DETAIL FORM

Miami Valley Housing Opportunities
Community Based Supportive Housing
907 West Fifth Street, Suite 300
Dayton, OH 45402
(937) 263-4449, Fax (937) 853-4766
www.mvho.net

VOUCHER EXPENSE DETAIL FORM

Grant Name: **2019 TRA**
Grant/Project Number:
City Contract Number:
Period:

PLEASE ATTACH SUPPORTING DOCUMENTATION IN THIS FORMAT:

Attachment A: Client Information

	Client Name	Client Address	Landlord / Vendor	Unit Type	Diag.	SRA Rent Asst.	Client Rent Portion	Total Rent
1	*Doe, John*	*123 Maple Ave, Dayton, OH 12345*	*ABC Realty*	*2BR*	*PWA*	*381*	*45*	*426*
2								
3								

Attachment B: Landlord/Vendor Information

	Landlord/ Vendor	# EFF	# BD1	# BD2	# BD3	# BD4	# BD5	# Clients	SRA Rent Asst.	Client Rent Portion	Total Rent
1	*ABC Realty*	*1*	*2*	*3*	*1*	*0*	*0*	*7*	*2,667*	*315*	*2,982*
2											
3											

Attachment C: Administrative Costs

Please attach all supporting documentation substantiating the 7% administration fee. Include a list of all staff members whose time is charged to grant administration, time sheets or activity reports to support time charged to grant, payroll registers to show that staff members were paid, and documentation supporting any other expense.

BACK

13.

City Manager's Report

From **2390 - Planning & CD/Community Dev**

Date **April 22, 2020**

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

Supplier, Vendor, Company, Individual

Total Amount **$25,000.00 (thru 12/31/2021)**

Name **The HomeOwnership Center of Greater Dayton**

Address **130 W. Second Street, Suite 1420**
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2018 Community Development Block Grant (CDBG)	26301-2390-1159-31-PL1996	$25,000.00

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

Description

Community Development Block Grant Subrecipient Agreement
The HomeOwnership Center of Greater Dayton

The Department of Planning and Community Development requests approval to enter into an Agreement with The HomeOwnership Center of Greater Dayton (HOCGD) to administer the Housing Counseling and Financial Wellness Program. The program was awarded funding through the 2019 Community Development Block Grant (CDBG) Competitive Process.

These funds will provide for housing counseling services and homebuyer education for approximately 75 potential homebuyers and financial counseling services to 60 homeowners at or below eighty percent of the Area Median Income. Under the CDBG program, the City is awarding $25,000.00 in 2018 Action Plan funds to County Corp for program implementation.

This Agreement shall commence upon execution and it shall terminate on December 31, 2021.

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

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

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2558

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	12/31/21
Original Commission Approval	$ 25,000.00
Initial Encumbrance	$ 25,000.00
Remaining Commission Approval	$ -

Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 25,000.00	Amount:
Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1996 (Act) XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: HomeOwnership Center of Greater Dayton

Vendor Address: 130 W. Second Street, Suite 1420 (Street) Dayton (City) OH (State) 45402 (Zip code + 4)

Federal ID: 364500925

Commodity Code: 96199

Purpose: The HomeOwnership Center of Greater Dayton will provide homebuyer education and coaching to LMI clients interested in purchasing a home in the City of Dayton. This project was awarded funding through the 2019 CDBG Competitive Process.

Contact Person: Sarah Geist x3814 | Planning & Community Development (Department/Division) | 4/9/2020 (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] — Finance Director Signature — 04/14/2020 (Date)

Louis Williams — CF Prepared by — 04/13/2020 (Date) — CT20-2558 (CF/CT Number)

SA 04-09-2020

CDBG SUBRECIPIENT AGREEMENT
THE HOMEOWNERSHIP CENTER OF GREATER DAYTON
HOUSING COUNSELING AND FINANCIAL WELLNESS PROGRAM
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 **THE HOMEOWNERSHIP CENTER OF GREATER DAYTON** a not-for-profit corporation organized under the laws of the State of Ohio, hereinafter called "**Subrecipient**."

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, the City has delegated to the Subrecipient the responsibility of rendering housing repair services through the provisions of the CDBG program; and,

WHEREAS, the Program set forth herein will meet one of the CDBG program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency; and,

WHEREAS, the parties desire to enter into this Agreement to assist the Subrecipient with operating funds to rehabilitate affordable housing for CDBG eligible households; and,

WHEREAS, the Subrecipient possesses statutory authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be the most appropriate party to assume the primary administration of an activity described as "Housing Counseling and Financial Wellness Program" under the CDBG program in the 2018 Action Plan for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Number B-18-MC-39-0010; and

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Subrecipient agree as follows:

ARTICLE 1. DEFINITIONS

A. "Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the CDBG Program under this agreement.
B. "Program Income" is income received by the Subrecipient directly generated from the use of CDBG funds.
C. "CDBG Program Funds" shall mean funding received by the City from HUD under the City of Dayton's CDBG Program.
D. "Contract Period" shall mean the effective date of this agreement and time given for performance.
E. "Project Activity" shall mean the activity therein described in Exhibit A of this Agreement.

F. "Moderate, Low, and Very Low Income" shall mean 80% or less, 50% or less, and 30% or less – respectively – of the area median income as defined by HUD for the current Agreement period.

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 2018 as described in Exhibit A – Scope of Services. Project accomplishments will be reported in the 2020 and 2021 Consolidated Annual Performance Evaluation Reports (CAPER). Project activities, tasks, and budget are included in Exhibits B – Program Budget, C – CDBG Program Monitoring Schedule, and D – Quarterly and Cumulative Reports.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Exhibit A, the budget set forth in Exhibit B, the program monitoring schedule set forth in Exhibit C, and the conditions, assurances, and requirements set forth in the HUD CDBG Program regulations as detailed in Exhibit A. Subrecipient 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 SERVICES

Subrecipient 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. Subrecipient hereby agrees to use CDBG funds made available to the Housing Counseling and Financial Wellness Program for the purpose fully described in Exhibit A - Scope of Services, which is attached hereto and incorporated herein.

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, 2021.

ARTICLE 5. GRANT OF FUNDS AND PAYMENT

The City shall make available to Subrecipient the City's 2018 CDBG funds, in the amount of **TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($25,000.00)** for the work and services to be provided by Subrecipient for the Program, pursuant to this Agreement. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit B – Program Budget, which is attached hereto and incorporated herein, and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and Subrecipient.

Expenditures between January 1, 2020 and December 31, 2021, are eligible for reimbursement. Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subparts D & E.

ARTICLE 6. GENERAL CONDITIONS

A. Compliance

1. Subrecipient 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. Subrecipient 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. Subrecipient 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 Subrecipient, 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, Subrecipient shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Subrecipient 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, Subrecipient acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Subrecipient shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this provision. Subrecipient 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.

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 employee for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

C. Indemnification

Subrecipient 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 Subrecipient or its employees, agents, Subrecipient(s), subcontractor(s), and representatives. Further, in the event that Subrecipient violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, Subrecipient 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

Subrecipient shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient 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)**. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

Subrecipient 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, Subrecipient 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 Subrecipient 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

Subrecipient 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 services, 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 Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

Subrecipient 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 Subrecipient 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: Erin Ritter
(937) 333-3816
erin.ritter@daytonohio.gov

To Subrecipient: The HomeOwnership Center of Greater Dayton
130 W. Second Street, Suite 1420
Dayton, OH 45402
Attn: Julie Deacon
(937) 425-0344
jdeacon@hocgd.org

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

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient 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

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

b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other

accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient 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 The HomeOwnership Center of Greater Dayton between execution of this agreement and December 31, 2020, regardless of program.

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. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

g. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and

h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

Subrecipient 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

Subrecipient 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. Records pertinent to this agreement shall be retained through December 31, 2025.

Within thirty (30) days of the expiration or conclusion of the Agreement, the Subrecipient 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 the Subrecipient 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

Subrecipient 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 Subrecipient's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

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

6. Audits, Monitoring, and Evaluation

All Subrecipient 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 Subrecipient within thirty (30) days after notice thereof. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual audit conducted in accordance with current City policy concerning subrecipient audits. Subrecipient shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

Subrecipient shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. Subrecipient 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

Subrecipient 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. Program Income

Subrecipient shall report no less than quarterly all "Program Income," as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

If indirect costs are charged, subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's 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.

3. Payment Procedures

The City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient 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 Subrecipient, 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 Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of Subrecipient.

4. Progress Reports

Subrecipient shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A – Scope of Services.

D. Procurement

1. Compliance

Subrecipient 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.

Subrecipient 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, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area 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. Subrecipient 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 Subrecipient's 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 Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient 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. Subrecipient 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 subrecipient 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

Subrecipient agrees to comply with all local and state civil rights statues, 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

Subrecipient 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.

Subrecipient 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 Subrecipient 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, Subrecipient 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. Subrecipient, 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

Subrecipient 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 Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient 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 Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Subrecipient must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

Subrecipient 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. Subrecipient 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

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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

Subrecipient 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 Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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

Subrecipient 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. Subrecipient 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 subrecipient 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, consultant, officer, or elected or appointed official of the City, subrecipient, or any designated public agency.

5. Lobbying

Subrecipient 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

Subrecipient 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

Subrecipient 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), Subrecipient 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

Subrecipient 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 subrecipient 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 subrecipient 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 subrecipient with respect to this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

_____
Date

THE HOMEOWNERSHIP CENTER OF GREATER DAYTON

By: Julie Deacon

Title: Executive Director

3/13/2020
Date

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

_____, 2020

Min./Bk. _____Page _____

_____
Clerk of the Commission

EXHIBIT A
SCOPE OF SERVICES
THE HOMEOWNERSHIP CENTER OF GREATER DAYTON
HOUSING COUNSELING AND FINANCIAL WELLNESS PROGRAM

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "Housing Counseling and Financial Wellness Program," through December 31, 2021. The program will result in housing counseling services and homebuyer education for 75 potential homebuyers and financial counseling services to 60 homeowners within the City of Dayton corporate limits who are at or below eighty percent (80%) of the Area Median Income (AMI).

The HomeOwnership Center of Greater Dayton (HOCGD) is the only HUD-approved housing counseling agency with a HUD-certified housing counselor and reverse mortgage counselor. HOCGD strives to create more homeownership opportunities and reduce discriminatory barriers to promote long-term community viability and empowerment of LMI residents to achieve financial success. Their mission is to empower area residents to achieve sustainable homeownership and financial success.

HOCGD will provide homebuyer education and coaching to clients interested in purchasing a home. Targeted outreach and marketing to LMI communities in 45402, 45405, and 45406 area codes within City of Dayton corporate limits. Homebuyer Education consists of 8 class hours provided in person or online that cover the entire home buying process for first time homebuyers. Homebuyer Coaching includes one-on-one interaction with a Homeownership Advisor that reviews income, debt, assets, liabilities, credit, and goals. Clients are assigned an advisor that provides steps to mortgage readiness, connects clients to local lenders and specialized CRA mortgage products, and provides education on 203K rehabilitation loans to assist in the purchase of homes in need of repairs. Advisors help clients assess their true affordability in a home purchase, and often work with clients for 1-2 years to help them establish goals and reach mortgage readiness. Advisors also meet with current homeowners to provide foreclosure prevention to assist homeowners to stay in their home or successfully transition out of the home.

HOCGD's services have a foundation in financial wellness. The basis of achieving homeownership and financial goals is rooted in money management and understanding credit. With the addition of the Consumer Credit Counseling Services program in 2018, HOCGD's financial wellness programming now has a wider reach. Advisors are now able to meet with clients one-on-one to assess financial wellness, and for qualifying and willing participants, HOCGD offers a debt management plan to assist clients in lowering monthly debt through reduced interest rates and lower payments. Through this work, HOCGD will partner with area employers to provide a series of lunch and learn presentations and on-site financial or housing counseling services.

2. COMMUNITY DEVELOPMENT OBJECTIVES

Subrecipient certifies that the activity (ies) carried out under this Agreement are allowable expenses under HCDA Section 105 (a) (8) and 24 CFR 570.201, CDBG Matrix Code 05U (Housing Counseling only, under 24 CFR 5.100), benefitting low- and moderate income (LMI) persons under the National Objective of Low/Mod Clientele (LMC) Benefit. The program will provide staff supportive services and operating expenses to The HomeOwnership Center of

Greater Dayton in order to benefit LMI homeowners within the City of Dayton. The provision of housing counseling is considered to address the LMC National Objective per 24 CFR 570.483 (b) (1 and 2).

3. PROGRAM GUIDELINES

The Sub-recipient shall use City of Dayton CDBG funds for the provision of the Housing Counseling and Financial Wellness Program as articulated below, not to exceed TWENTY-FIVE THOUSAND AND ZERO CENTS ($25,000.00). The period will be from execution of this Agreement thru December 31, 2020, as contemplated in this agreement.

A. Housing Counseling and Financial Wellness Program

1. The program provides the funding, labor, and materials necessary to implement homebuyer education, homebuyer coaching, financial education, financial counseling, and foreclosure prevention services as described in Exhibit A Section 1.

2. Eligible geographic areas for the program include the entire municipal corporation limits of the City of Dayton only.

3. Eligible beneficiaries of this program are homeowners within the City of Dayton.

4. Eligible beneficiaries of this program are households earning no more than eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated below. New income limits will replace the limits listed below when issued, and will be made available by the City for the Subrecipient annually.

(As of 06.28.2019)	FY 2019 Dayton, OH MSA Income Limits
Household Size	Moderate (50%) Income Limits
1	$39,550
2	$45,200
3	$50,850
4	$56,500
5	$61,050
6	$65,550
7	$70,100
8	$74,600

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The City requires recipients of federal funds to assess the productivity and impact of their programs. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

The City shall report outcomes-based accomplishments to HUD. The City therefore requires

Subrecipient to submit timely and consistent performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation. The Subrecipient agrees to submit the reports detailed in Section 10, Reporting Procedures.

5. SUBRECIPIENT RESPONSIBILITIES

The Subrecipient will be responsible for the following aspects of managing the program: Complying with all CDBG regulations, providing outreach services within the targeted area, maintaining outreach activity logs for documentation, maintaining proper staff documentation and time logs, maintaining proper beneficiary documentations and proof of participation in the program, preparation of reports to the City as detailed in Section VI, and preparation of reports to City as detailed in Section 10, Reporting Procedures.

6. BUDGET

The program budget is attached to this document as Exhibit B – Program Budget.

7. STAFFING

Subrecipient shall assign the following staff as Key Personnel to the Housing Counseling and Financial Wellness Program:

Staff Member, Title	General Program Duties	Time Allocation
Julie Deacon, Executive Director	This position is responsible for overseeing the administration, programs, and strategic plan of HOC. • Operate within approved budget to ensure efficient use of HOC resources • Promote HOC by being active and visible in the community and working closely with other professional, civic, and private organizations • Monitor compliance related to major grants and funding relationships such as NeighborWorks America, US Dept of HUD and others • Provide Reverse Mortgage Counseling • Implement QAPI process and monitor effectiveness of programming	5 hours/week
Jackie Easter, Homeownership Counselor	This position provide housing counseling and education to interested clients: • Conduct individual appointments to review clients' household budget, credit report and housing goals in an advising/coaching setting. • Assess clients' capacity/status regarding budgeting skills, credit management and problem-solving skills; provide education in these areas as appropriate.	10 hours/week

	• Educate clients about key issues and options relevant to their circumstances. • For mortgage-ready buyers assist with facilitation of mortgage application, realtor referral, and closing. • Provide information and referrals to local agencies to address financial, individual and/or housing issues. • Conduct appropriate follow-up with clients and referral sources. • Maintain appropriate documentation regarding client activity. • Conduct workshops in areas of Homebuyer Education, Home Maintenance and Financial Fitness.	
Julie Suitts, Homeownership Advisor	This position provide housing counseling and education to interested clients: • Conduct individual appointments to review clients' household budget, credit report and housing goals in an advising/coaching setting. • Assess clients' capacity/status regarding budgeting skills, credit management and problem-solving skills; provide education in these areas as appropriate. • Educate clients about key issues and options relevant to their circumstances. • For mortgage-ready buyers assist with facilitation of mortgage application, realtor referral, and closing. • Provide information and referrals to local agencies to address financial, individual and/or housing issues. • Conduct appropriate follow-up with clients and referral sources. • Maintain appropriate documentation regarding client activity. Conduct workshops in areas of Homebuyer Education, Home Maintenance and Financial Fitness.	10 hours/week
Lisa Roberts, Certified Credit Counselor	This position provides financial education and counseling to interested clients: • Conduct individual appointments to review clients' budget, credit report and financial goals in an advising/coaching setting. • Assess clients' capacity/status regarding budgeting skills, credit management and problem-solving skills; provide education in these areas as appropriate. • Educate clients about key issues and options relevant to their circumstances. • Analyze eligibility for a debt management plan.	10 hours/week

	• Provide information and referrals to local agencies to address financial, individual and/or housing issues. • Conduct appropriate follow-up with clients and referral sources. • Maintain appropriate documentation regarding client activity. • Conduct workshops in areas of Financial Fitness.	
Joanna Trent, Office Manager	This position ensures the operations of the office run smoothly for The HomeOwnership Center: • Coordinate appointments and class registrations • Data entry and internal/external reports, pull credit reports • Data entry – client information to generate reports • Implement QAPI program through client interaction and survey collection • Assist in development of forms, marketing materials, website and client document procedures • Assist staff with grants by collecting data and preparing client files in order to submit them for assistance • Quality control for files to make sure they have all the information for data collection. • Upload information needed for Compliance.	4 hours/week
Rachel Klopfer, Certified Credit Counselor	This position provides financial education and counseling to interested clients: • Conduct individual appointments to review clients' budget, credit report and financial goals in an advising/coaching setting. • Assess clients' capacity/status regarding budgeting skills, credit management and problem-solving skills; provide education in these areas as appropriate. • Educate clients about key issues and options relevant to their circumstances. • Analyze eligibility for a debt management plan. • Provide information and referrals to local agencies to address financial, individual and/or housing issues. • Conduct appropriate follow-up with clients and referral sources. • Maintain appropriate documentation regarding client activity. • Conduct workshops in areas of Financial Fitness.	2 hours/week

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse Subrecipient for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B – Program Budget. Subrecipient shall submit all invoices and supporting documentation to the City's Department of Planning and Community Development. Subrecipient shall comply with the following requirements for the submission of requests for reimbursement:

A. Invoice Information

Subrecipient's invoice shall contain the following:

1. City Contract Number
2. Invoice Number
3. Period Covered
4. Work Done/Accomplishments Summary, etc.
5. Written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination.
6. Total Amount Requested
7. List of Enclosed Documents
8. Agreement Funding Balance
9. Other information Subrecipient desires to communicate to the City's Project Coordinator
10. Signature of Subrecipient's Chief Financial Officer

B. Supporting Documentation

Subrecipient shall provide documentation of project administration activities, including the number of hours worked on the program/project funded, and a summary of work performed by the employee during the time for which payment was made.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to Subrecipient in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

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

A. Accounting journals and ledgers

B. Source documentation that costs were eligible and paid (invoices, purchase orders, cancelled checks, etc.)

C. Bank account records

D. Time sheets for personnel

E. Time logs and activity reports for personnel

F. Payroll records and reports

G. Documentation of other administrative costs charged

H. Financial reports

I. Audit files

J. Financial correspondence

In order to ensure that program participants and activities meet the program eligibility criteria, Subrecipient must record the name, address, household income, racial and ethnic data, and a description of work and services to be performed.

Subrecipient will maintain case files, including the above information for a period of not less than four years after completion of the program. Subrecipient will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article 8 of the Agreement. Records pertinent to this agreement shall be retained until December 31, 2025.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the Project Manager and will be retained for 5 years beyond the terms of the contract. The Sub-recipient agrees to submit the following reports.

A. Monthly Progress Reports

Subrecipient agrees to submit with a monthly invoice or on the fifteenth (15th) day of each month, beginning with April 15, 2020, a written progress report covering the agreed upon objectives, activities, and expenditures of the previous month or the month being invoiced. The Monthly Progress Report must detail, at a minimum, the following information per reporting period:

1. The number of households served;
2. A brief summary of the activities that occurred during the reporting period;
3. The race and ethnicity for each household assisted;
4. The income level for each household assisted;
5. The service definition/ level of service for each household assisted;
6. Additional funding sources leveraged;

7. A comparison of the number of hours worked on the program vs. their total work hours for all employees billing time to the agreement.

A copy of the Monthly Report is included in Exhibit D – Monthly and Cumulative Reports.

B. Cumulative Reports

The Subrecipient shall submit an annual Cumulative Report detailing the activities of the Subrecipient to the City no later than January 15, 2021. A copy of the Cumulative Report is included in Exhibit D – Quarterly and Cumulative Reports.

Within 60 days after expiration or termination of this Agreement or within 60 days of submitting the final invoice, whichever comes first, Subrecipient shall submit an additional cumulative report to the City. This report shall be in a format approved by the City, and it shall detail all sources and uses of funds and describe Subrecipient's activities and outcomes of the services provided throughout the course of the Agreement. This exhibit shall survive termination or expiration of this Agreement.

11. COMMUNICATIONS

All invoices, reports, notices, and/or correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article 7 of the Agreement.

EXHIBIT B
PROGRAM BUDGET

HOCGD Housing Counseling & Financial Wellness Program	City 2018 CDBG	Private	Federal	State	Local	County	In-Kind	**Total**
Personnel Costs	$22,280	$53,470	-	-	$2,000	-	-	**$77,750**
Utilities	-	$720	-	-	-	-	-	**$720**
Supplies/Materials	-	$680	-	-	-	-	-	**$680**
Security System/Personnel	-	$9,600	-	-	-	-	-	**$9,600**
Lease Payments	-	$3,120	-	-	-	-	-	**$3,120**
Postage/Mailing	-	$1,000	-	-	-	-	-	**$1,000**
Legal/Auditing Services	-	$2,880	-	-	-	-	-	**$2,880**
Equipment	-	$3,390	-	-	-	-	-	**$3,390**
Other Operating:	-	-	-	-	-	-	-	**-**
Advertising	$1,000	$2,000	-	-	-	-	-	**$3,000**
Bank Fees	-	$3,000	-	-	-	-	-	**$3,000**
Credit Reports	$1,720	-	-	-	-	-	-	**$1,720**
Total	**$25,000**	**-**	**-**	**-**	**-**	**-**	**-**	**$106,860**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

EXHIBIT C
CDBG MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning and Community Development

Subrecipient: The HomeOwnership Center of Greater Dayton

Project/Program: Housing Counseling and Financial Wellness Program

Monitoring Subject Area	Date of Review	City Representative
Section I. Required Monitoring for ALL CDBG Subrecipient Agreements		
Financial and Program Eligibility	Upon submission of invoice(s)	Sarah Geist or designated staff
Program Performance and Records Management	Ongoing on a quarterly basis until termination of Agreement	Sarah Geist or designated staff
Environmental Review	Prior to Contract Execution	Pete Thornburgh
Historic Properties Protection Review	Not Applicable	
On-Site Monitoring Visit	TBD in accordance with CDBG risk assessment policy	Sarah Geist or designated staff

Section II. Specific Monitoring Areas based on Project Type		
Construction Activities (Prevailing Wage Compliance and Record Keeping, Bidding and Procurement Process)	Not Applicable	
Acquisition and Relocation Compliance	Not Applicable	
Housing Rehabilitation Guidelines	Not Applicable	
Economic Development Guidelines	Not Applicable	

EXHIBIT D
MONTHLY AND CUMULATIVE REPORTS

Monthly Report

Project Name: Housing Counseling and Financial Wellness Program
Subrecipient: The HomeOwnership Center of Greater Dayton
Action Plan Year: 2020
Reporting Period: Quarter ___, 2020

1. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address

2. Total number of persons served: _____

3. Race/Ethnicity: *Total must match #2*

Race	Total	Hispanic/Latino
White		
Black/African-American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African-American & White		
Asian & White		
American Indian/Alaskan Native & White		
Native Hawaiian/Other Pacific Islander & White		
American Indian/Alaskan Native & Black/African-American		
Other multi-racial		
TOTALS		

4. Income Levels: *Total must match #2*

Income Level	**Number of Persons**
Extremely Low - 0-30%	
Low - 30-50%	
Moderate - 50-80%	
Non-Low/Moderate	
TOTALS	
Percent Low/Mod	%

5. Of the total persons served, number of persons: *Total must match #2*

	Number of Persons
With new or continuing access to a service or benefit	
With improved access to a service or benefit	
That receive a service or benefit that is no longer substandard	
TOTALS	

6. Staff Time

Please indicate the number of hours worked by each employee billing time to the grant during this reporting period. The average of the cumulative hours billed per employee should correspond to the agreed upon totals listed under Exhibit A, Section 7 – Staffing.

	Monthly			Cumulative		
Name	Hours Billed to Housing Counseling Program	Total Hours Worked	Average	Hours Billed to Housing Counseling Program	Total Hours Worked	Average
Julie Deacon						
Jackie Easter						
Julie Suitts						
Lisa Roberts						
Joanna Trent						
Rachel Klopfer						

Annual Cumulative Report & Post-Agreement Report

Project Name: Housing Counseling and Financial Wellness Program
Subrecipient: The HomeOwnership Center of Greater Dayton
Action Plan Year: 2020
Reporting Period: January 1 – December 31, 2020

1. Does the project generate program income (PI)? _____ YES _____ NO
PI is defined as the proceeds from the sale of real estate purchased through CDBG, income generate from fees or charges assessed for a CDBG-funded service, or loan repayments from a revolving loan program funded with CDBG dollars

1a. If YES, how much PI was received during reporting period? $_____

1b. Program Income balance as of report date: $_____

2. Does the project utilize any funding other than the CDBG allocation? _____YES _____NO

2a. If YES, indicate the source, type (Federal, State, Local, or Private), and the amount.

Source	Type	Amount

3. Provide a description of all activities and accomplishments occurring during this reporting period. Quantify all accomplishments and identify the location of physical improvements with an address or boundary. (Attach additional documentation, if necessary.)

4. Was the project completed during the current reporting period? _____ YES _____ NO

4a. If YES, indicate completion date. _____

4b. If NO, please provide a brief description of the Subrecipient's plan to complete the project and an estimated timeframe for completion.

5. Total number of persons served: _____

6. Race/Ethnicity *Total must match #5*

Race	Total	Hispanic/Latino
White		
Black/African-American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African-American & White		
Asian & White		
American Indian/Alaskan Native & White		
Native Hawaiian/Other Pacific Islander & White		
American Indian/Alaskan Native & Black/African-American		
Other multi-racial		
TOTALS		

7. Income Levels *Total must match #5*

Income Level	**Number of Persons**
Extremely Low - 0-30%	
Low - 30-50%	
Moderate - 50-80%	
Non-Low/Moderate	
TOTALS	
Percent Low/Mod	%

8. Of the total persons served, number of persons: *Total must match #5*

	Number of Persons
With new or continuing access to a service or benefit	
With improved access to a service or benefit	
That receive a service or benefit that is no longer substandard	
TOTALS	

BACK

DRAFT

1st and 2nd Reading 14.
6490-20

BY..... NO.....

A RESOLUTION

Approving the Submission of a Grant Application for the Fiscal Year 2021 Ohio Airport Grant Program to the Ohio Department of Transportation, Office of Aviation; Authorizing the Acceptance of a Grant from the State of Ohio Department of Transportation, Office of Aviation in an Amount Not to Exceed Eight Hundred Twenty-Four Thousand One Hundred Fifty-Nine Dollars and Zero Cents ($824,159.00) on behalf of the City of Dayton; and Declaring an Emergency.

WHEREAS, The Ohio Department of Transportation, Office of Aviation, Ohio Airport Grant Program provides financial assistance to publicly owned public use airports in the State that do not receive Federal Aviation Administration ("FAA") Air Carrier Enplanement Funds or Air Cargo Entitlements; and

WHEREAS, The City of Dayton owns, operates and maintains the Dayton-Wright Brothers Airport, a general aviation airport that does not receive FAA Air Carrier Enplanement Funds or Air Cargo Entitlements; and

WHEREAS, The local Airport Improvement Program at the Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, obstruction removal, runway and taxiway marking, lighting rehabilitation, and other aviation-related projects; and

WHEREAS, These projects will be funded by the Ohio Department of Transportation through the Ohio Airport Grant Program in an aggregate amount not to exceed Eight Hundred Twenty-Four Thousand One Hundred Fifty-Nine Dollars and Zero Cents ($824,159.00) with an aggregate local cash match not to exceed Forty-Three Thousand Three Hundred Seventy-Seven Dollars and Zero Cents ($43,377.00) to be provided by City of Dayton Department of Aviation funds; and

WHEREAS, Section 36.10 of the Revised Code of General Ordinances of the City of Dayton authorizes the City Manager to submit grant applications on behalf of the City of Dayton; and

WHEREAS, In order to adhere to the grant application submission date it is 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 this Commission authorizes the City Manager, or her designee, to submit a grant application and supporting documents to the Ohio Department of Transportation, Office of Aviation for participation in the Fiscal Year 2021 Ohio Airport Grant Program for eligible projects defined as airport pavement resurfacing and reconstruction, airport obstruction removal and marking, runway and taxiway marking, lighting rehabilitation, and other aviation-related projects at the Dayton Wright-Brothers Airport.

Section 2. That the City Manager, or her designee, is authorized to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant awards in an amount not to exceed Eight Hundred Twenty-Four Thousand One Hundred Fifty-Nine Dollars and Zero Cents ($824,159.00) with an aggregate local cash match not to exceed Forty-Three Thousand Three Hundred Seventy-Seven Dollars and Zero Cents ($43,377.00), from the Ohio Department of Transportation, Office of Aviation under the Fiscal Year 2021 Ohio Airport Grant Program.

Section 3. That for the reasons 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

CERTIFICATE OF FUNDS

CF020-134

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	3/16/2020
Expiration Date	3/31/2021
Original Commission Approval	$ 43,377.00
Initial Encumbrance	$ 43,377.00
Remaining Commission Approval	$ -

Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 43,377.00	Amount:
Fund Code 51228 (Fund) 3210 (Org) 1221 (Acct) - 43 (Prog) - (Act) (Loc)	Fund Code XXXX (Fund) - XXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)
Amount:	Amount:
Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXX (Act) - XXXX (Loc)	Fund Code XXXX (Fund) - XXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: City of Dayton

Vendor Address: 101 W. Third Street (Street) Dayton (City) OH (State) 45402 (Zipcode + 4)

Federal ID: 316000175

Commodity Code: 96811

Purpose: The City of Dayton Department of Aviation **cash match** for FY2021 Ohio Airport Grant Program for Dayton Wright Brothers Airport.

Contact Person: Mike Cross

Aviation/Planning & Engineering (Department/Division) 3/17/2020 (Date)

Originating Department Director's Signature: Susan Bell

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.

for Finance Director Signature — 04/03/2020 (Date)

Tonita Williams — CF Prepared by — 03/31/2020 (Date) — CF020-134 (CF/CT Number)

SA 03-31-2020

MEMORANDUM | DAYTON

April 13, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert Turner
Interim Director of Aviation

SUBJECT: A Resolution – for the FY 2021 Ohio Airport Grant Program

The Department of Aviation submits the attached Resolution for Commission approval. This Resolution authorizes the City Manager or her designee to apply and accept a grant from the Ohio Department of Transportation, Office of Aviation for eligible projects at Dayton Wright Brothers Airport.

This grant consists of one project at Dayton Wright Brothers Airport, "Rehabilitate TW "A" (NS)-Phase 1, West Runup Pad & Runway 2/20 Striping". This grant requires a 5% local cash match. The eligible project total is $867,536.00, of which $824,159.00 is being requested from the Ohio Airport Grant Program and $43,377.00 cash match will come from the Department of Aviation. The match will be funded from (51228) the Aviation Capital Fund.

Attached is an executable copy of the resolution approved by the Law Department, a copy of the M&B Grant Application Approval Form, the original CF and the 2021 Ohio Grant Application letter. If there are any questions regarding the resolution, please contact me at (937) 454-8212.

GT/ems

Encl.

cc: File

GRANT APPLICATION APPROVAL FORM

Date: March 17, 2020

Department/Division

Submitting Application: Department of Aviation

Project Title: FY2021 Ohio Airport Grant Program

CFDA Title and Number: N/A

Brief Description of Project:

This grant consists of one project at Dayton Wright Brothers Airport, "Rehabilitate TW "A" (NS)-Phase 1, West Runup Pad & Runway 2/20 Striping". The eligible estimated project cost is ($867,536.00), the funding, if approved, will be 95% ($824,159.00) ODOT grant and 5% ($43,377.00) in local matching funds.

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 Cross**

Deadline for submission to funding agency: **May 1, 2020**

When will grant award decision be made: **September 2020**

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Federal		$0
State of Ohio	Ohio Dept. of Transportation	$ 824,159.00
Montgomery County		$0
City of Dayton		$ 43,377.00
Other		$0
TOTAL		$ 867,536.00

(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: Suzanne Bee 3/18/2020
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.

Diane J. Harper 3.23.2020
Director, Office of Procurement, Management and Budget Date

for Director of Finance (**IF CASH MATCH IS REQUIRED**) 04/01/2020
Date

Shelly Dickstein 4/3/2020
City Manager's Office Date

INTERNATIONAL AIRPORT

April 13, 2020

Mr. James Bryant, Administrator
Office of Aviation
Ohio Department of Transportation
2829 W. Dublin-Granville Rd.
Columbus, OH 43235-2786

RE: Application for Funding - FY2021 – Ohio Airport Grant Program

AIRPORT: Dayton Wright Brothers Airport (MGY) – Project Priority 1

Dear Mr. Bryant,

The City of Dayton – Department of Aviation (Sponsor of the Dayton Wright Brothers Airport (MGY)) hereby requests **$824,159.00** in State funds under the Ohio Airport Grant Program for the following project:

1. Rehabilitate TW "A" (NS) -Phase 1, W. Runup Pad & RW2/20 Striping

The Taxiway rehabilitation scope includes the mill and overlay of approximately 1,900 linear feet of Taxiway A (North end of airport); the removal & restoration of the west runup pad and removal and restriping of Runway 2/20 pavement to meet latest FAA circular.

This amount represents a **95%** share of the total eligible construction, engineering design, and construction administration/observation costs. The City of Dayton will be contributing 5% as required by ODOT.

Attached to this letter are the following:

- A **detailed description of the need** for the requested grant funds (See Appendix B)
- **A detailed project description and Project cost estimate(s)**, including cost of engineering services (Appendix C)
- The **Standard Assurances** (Appendix D)
- A certified copy of a **Resolution** from **(City of Dayton)** authorizing the Application (Appendix E)
- A completed **Project Schedule** (Appendix G)
- A **Project Plan** detailing area on the airport where the project work is to be completed (Appendix F)

DAYTON

INTERNATIONAL AIRPORT

- A **Non-Compliance Correction Plan** for correcting areas of non-compliance based on the most recent Airport Inspection Report (Appendix H)
- A current **Pavement Maintenance Plan** (Appendix J)
- A current **GA Airport Security Plan** which is consistent with the most recent security guidelines published by the Transportation Security Administration (Appendix K)

This eligible project is an important priority project for the City and to the aviation community of southwest Ohio. Thank you for your consideration.

Should you need additional information, please feel free to contact me.

Sincerely,

Gilbert Turner
Interim Director of Aviation

BACK

DRAFT

1st and 2nd Reading 15.
6491-20

BY..... NO.....

A RESOLUTION

Authorizing the City Manager to Accept the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Grant from the United States of America, Department of Transportation for the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Fourteen Million Six Hundred Twenty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents ($14,624,971.00), and Declaring an Emergency.

WHEREAS, The United States Congress enacted the CARES Act (H.R. 748), which includes aid for sponsors of commercial service and general aviation airports; and

WHEREAS, The City of Dayton is the sponsor of and owns, operates and maintains the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport; and

WHEREAS, The funds provided under this Act may be available for any purpose for which airport revenues may lawfully be used; and may not be used for any purpose not directly related to the airport; and

WHEREAS, As a result of the United States of America, Department of Transportation's desire to expedite this aid, it is necessary to authorize the City Manager to accept the award of all CARES Act Grants on behalf of the City of Dayton; 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 or her designee is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to apply for and accept CARES Act Grants awarded by the United States of America acting through the Federal Aviation Administration in an amount not to exceed Fourteen Million Six Hundred Twenty-Four Thousand Nine Hundred Seventy-One Dollars and Zero Cents ($14,624,971.00), for any purpose for which airport revenues may lawfully be used at the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport.

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 for

_____

City Attorney

BACK

DRAFT 1st Reading 6492-20 16.

By..... No.....

A RESOLUTION

Honorarily Naming Barnett Street Between
Home Avenue and West Fifth Street as
Ronald C. Foster Way.

WHEREAS, An application has been made by the Dakota Center to honorarily designate Barnett Street between Home Avenue and West Fifth Street as Ronald C. Foster Way for a two year period due to Mr. Foster's over forty years of service to the Dakota Center as Program Director and Executive Director; and

WHEREAS, Mr. Foster played an important and integral role in the development of young people; and

WHEREAS, The block of Barnett Street chosen for this honor is the address of the Dakota Center and the street on which Mr. Foster grew up and went to elementary school; 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 March 10, 2020 reviewed the proposal, Case PLN2020-00011, and recommended approval of the two-year designation; now, therefore,

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

Section 1. Barnett Street between Home Avenue and West Fifth Street is honorarily designated as Ronald C. Foster Way for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official name of Barnett Street 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 | DAYTON

April 16, 2020

TO: Rashella Lavender, Clerk of Commission

FROM: Ann Schenking, Secretary
City Plan Board

SUBJECT: Two-Year Honorary Designation for "Ronald C. Foster Way" on April 22, 2020 City Commission Calendar, `1234Plan Board Case PLN2020-00011

I am requesting that a resolution be placed on the April 22, 2020 City Commission calendar to establish a two-year honorary designation for Barnett Street between West Fifth Street and Home Avenue as "Ronald C. Foster Way." The official/legal name of Barnett Street will remain Barnett Street. A second reading and vote on the resolution will be required at the following City Commission meeting. The resolution will be effective 30 days after its approval.

The Dakota Center is requesting the honorary designation for the late Ronald C. Foster. Mr. Foster served as Executive Director and Program Director of the Dakota Center for 46 years. As a mentor and friend to many youth, he dedicated his life to their educational empowerment. He grew up on Barnett Street and attended the former Garfield Elementary School which is the current site of the Dakota Center. The small wood framed house of his childhood still remains on Barnett Street.

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. City Commissioner Jeffrey Mims, Tabernacle Baptist Church, the Innerwest Community Development Corporation, the West Priority Land Use Board, Jerald Steed, Alicia Foster (Mr. Foster's daughter), and Wilbur E. Harper provided letters of support for the designation.

By a 6-0 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
March 10, 2020

6. PLN2020-00011 – Establish a Two-Year Honorary Designation for One Block of Barnett Street as "Ronald C. Foster Way."

Applicant: Ms. Sharon Mitchell
Dakota Center
33 Barnett Street
Dayton, OH 45402

Priority Land Use Board: West Planning District: MacFarlane

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.

On behalf of the Dakota Center, Mrs. Sharon B. Mitchell is requesting that an honorary designation is established for a one (1) block portion of Barnett Street which runs in alongside of the Dakota Center where Mr. Foster served and lived across the street. The designation would be "Ronald C. Foster Way." The official name of Barnett Street would remain Barnett Street.

Mr. Foster served as Executive Director and Program Director of the Dakota Center, Inc. formerly known and the Dakota Street Center, for 38 years. As a mentor and friend to many youth, he dedicated his life to their educational empowerment. He and his family lived at 24 Barnett Street, where he attended the former Garfield Elementary School which is the current site of the Dakota Center. The small wood framed house of his childhood still remains on Barnett Street.

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. City Commissioner Jeffrey Mims, Tabernacle Baptist Church, the Innerwest Community Development Corporation, the West Priority Land Use Board, Jerald Steed, Alicia Foster (Mr. Foster's daughter), and Wilbur E. Harper provided letters of support for the designation.

Public Comments

The applicant, Sharon Mitchell, Dakota Center Board of Trustees, 33 Barnett Street, Dayton, OH, spoke in support of the designation. She said Mr. Foster served the Dakota Center for 46 years and played an integral role in developing young people.

Linda Foster, 2404 Appletree Dr., Dayton, OH, said her husband's life work was the Dakota Center and kids. She described the positive impact her husband had as a father figure to many.

Pastor Eric Kelso, Christ Kingdom Church, 5210 N. Main Street, Dayton, OH, spoke in support of the designation and described the positive impact Mr. Foster had on his life. He said he good naturedly fights with Mr. Foster's daughter about Mr. Foster being his "father."

Board Discussion

None.

Board Action
A motion was made by Mr. Payne, seconded by Ms. Pendergast and carried to recommend City Commission approval of the proposal (Case PLN2020-00011) to establish a two-year honorary designation for one Block of Barnett Street between Home Avenue and West Fifth Street as "Ronald C. Foster Way." The official/legal name of Barnett Street will remain Barnett Street. 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	Yes
Mr. Richard Wright	Yes	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Absent	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on April 14, 2020

Ann Schenking, Secretary
City Plan Board

March 10, 2020

CITY PLAN BOARD REPORT
Case: PLN-2020-00005

Establish an Honorary Designation for a one (1) block Portion of Barnett Street (from Home Avenue north to W. Fifth Street) as "Ronald C. Foster Way." The official name of Barnett Street will remain Barnett Street.

Applicant(s):
Sharon B. Mitchell
Dakota Center

Priority Land Use Board: West **Neighborhood:** MacFarlane

Request: On behalf of the Dakota Center, Mrs. Sharon B. Mitchell, is requesting that an honorary designation be established for a one (1) block portion of Barnett Street which runs in alongside of the Dakota Center where Mr. Foster served and lived across the street. The designation would be "Ronald C. Foster Way." The official name of Barnett Street would remain Barnett Street.

Background: Mr. Foster served as Executive Director and Program Director of the Dakota Center, Inc. formerly known and the Dakota Street Center, for 38 years. As a mentor and friend to many youth, he dedicated his life to their educational empowerment. He and his family lived at 24 Barnett Street, where he attended the former Garfield Elementary School which is the current site of the Dakota Center. The small wood framed house of his childhood still remains on Barnett Street.

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 Innerwest 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 abut the portion of Barnett Street (Home Avenue north to W. Fifth Street) 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 October of 2018 and January of 2019 petitions were circulated to the seven (7) identified property owners.
- October 8, 2018, Senior Pastor of the Tabernacle Baptist Church submitted a letter of support along with other letters from friends and family.
- October 18, 2018, Commissioner Jeffrey Mims, Jr. submitted a letter of support.
- January 3, 2019, Innerwest Community Development Corporation submitted a letter of support for the designation.
- October 16, 2019, a letter of support was submitted by the Dakota Center.
- By December of 2019 signed petitions from the four (4) abutting property owners were received.
- January 23, 2020 the West Priority Land Use Board submitted a letter of support for the designation.

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 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 one (1) block segment (from Home Avenue north to W. Fifth Street) of Barnett Street was chosen for this designation because of the time and service to the Dakota Center and surrounding neighborhood of MacFarlane.

b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.

   Barnett Street is a residential street located within the MacFarlane 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 Barnett Street.

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.

Mr. Foster served as Executive Director and Program Director of the Dakota Center, Inc. formerly known and the Dakota Street Center, for 38 years. As a mentor and friend to many youth, he dedicated his life their educational empowerment.

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 Barnett Street and the honoree proposed for the honorary designation. Mr. Foster lived across the street from the Dakota Center formerly known as the Dakota Street Center.

Alternatives:

1. Recommend approval of the proposal to give a two year honorary designation ("Ronald C. Foster Way") to Barnett Street from Home Avenue north to W. Fifth Street 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.

Honorary Designation of a Public Facility or Right-of-Way Application

(Must be typed or printed legibly in black ink)

Please Read Instructions Carefully Before Completing Form

To: Clerk of the City Commission

Applicant Name (Contact Person): Dakota Center, Inc.

Address: 33 Barnett Street

Telephone Numbers: (Day) 937-228-8961 (Evening) _____

Honoree Information:

Name: Ronald C. Foster

Address: Deceased

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.

From: Barnett Street To: Ronald C. Foster Way

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.

See attached Summary Statement and Written Request from Dakota Center, Inc. Board of Trustees President, ~~Charles Stutz~~ Patrick Donnelly.

OFFICE USE ONLY

Date Filed: _____

Case No.: _____

Pub. Hrg. Date: _____

Explain why none of the preferred methods listed below cannot be used for proposed honorary designation. Attached documentation supporting the determination.

A. Donations to programs and projects:

n/a

B. Proclamation(s):

n/a

C. Naming of neighborhood and community festival:

See attached documentation regarding this method, the Ronald C. 'Bobo' Foster Memorial 5K Run/Walk

D. Planting trees or other living memorials:

n/a

E. Placement of pieces of art, benches and similar objects in public or private spaces:

n/a

F. Community Awards

Mr. Foster received many community awards as the Executive Director, Program Director, and Senior Coordinator for the Dakota Center, Inc. His last award was in recognition of 30+ years with the Dakota Center, Inc.

Endorsement:

(The designation must be endorsed by the City Manage, a member of the City Commission, the City Plan Board or a Priority Land Use Board.)

A member of the City Commission: Commissioner Jeffrey T. Mims

The City Manager:

Priority Board Endorsement/Comment:* Innerwest Priority Board CDC Chairperson

Neighborhood Association Comments:* No neighborhood assoc., see request from Dakota Center, Inc. Board President

* Submit Minutes or other documentation of official Board Action.

Attachments:

- [x] Map specifying location.
- [ ] A petition supporting the designation signed by 51 percent of the abutting property owners.
- [x] Attach detailed resume or reasons for designation.
- [x] Copy of minutes or resolution from the neighborhood association.
- [x] A non-refundable application fee of $500.00 is required with the filing of an application.

Mr. Ronald C. Foster served as the Executive Director and Program Director of the Dakota Center, Inc., aka Dakota Street Center, for 38 years. Mr. Foster was a mentor and friend to many youth, and dedicated his life to their educational empowerment and change for our west Dayton community.

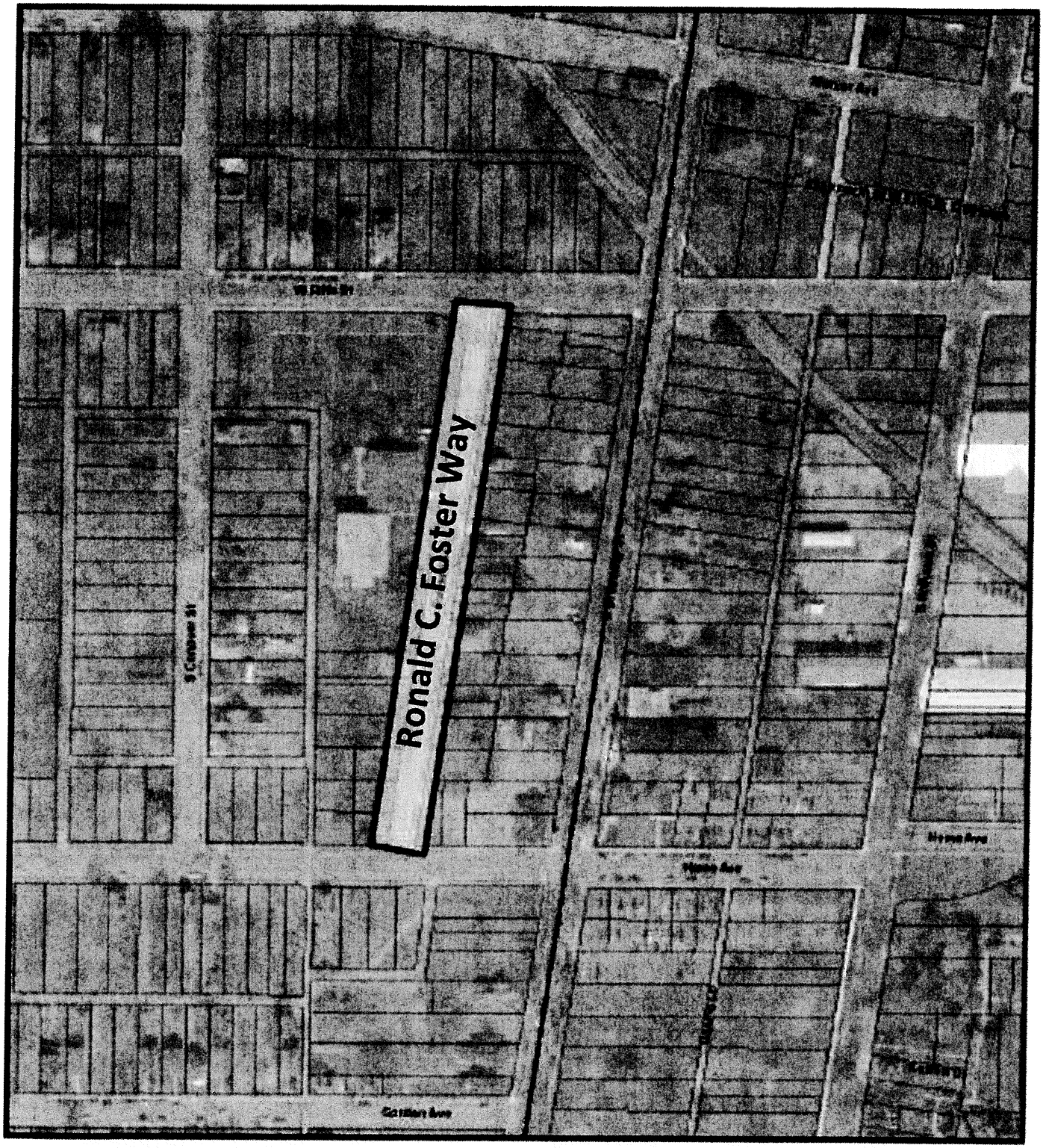
From teaching the fundamentals of basketball to assisting students with their math homework, Mr. Foster was involved in the lives of youth. Before his retirement in 2014, Mr. Foster became engaged with senior citizens at the Dakota Center and encouraged them to exercise and maintain healthy lifestyles.

Mr. Ronald C. Foster, born October 30, 1947. He and his family lived at 24 Barnett Street, Dayton, Ohio. He attended the Garfield Elementary School across the street from his home (currently the Dakota Center, Inc.). Mr. Foster graduated from the Roosevelt High School, attended and graduated from Central State University. He served in the United States Army.

The small wood framed house of Mr. Foster's childhood remains on Barnett Street today. We feel that it would be an honor to rename Barnett Street for the legacy and memory of Mr. Ronald C. Foster.

Mr. Ronald C. Foster, passed on March 16, 2015, from a brief illness. His memory of mentoring youth and community collaboration will remain with the Dakota Center and west Dayton, for years to come.

Barnett/RC Foster Way



DAYTON

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.

1-23-20

Planning

R-72-08708-0066

Reference: Support for the Proposed Right-of-Way for Name Change of Barnett Street to Honor Mr. Ronald C. Foster.

I hereby give my consent Jerry O. Hoody 10-20-18

Name Date

R72-08708-0048

Reference: Support for the Proposed Right-of-Way for Name Change of Barnett Street to Honor Mr. Ronald C. Foster.

I hereby give my consent Charles Averette 1-21-2019.

Name Date

R72-08708-0067

Reference: Support for the Proposed Right-of-Way for Name Change of Barnett Street To Honor Mr. Ronald C. Foster.

I hereby give my consent Bradrie A. Speeks 3-14-2019

Name Date

Marcellus, Ken

From: Lykins, Jeff
Sent: Friday, February 14, 2020 11:03 AM
To: Marcellus, Ken
Subject: RE: Honorary Street Designation - Robert C. Foster/Barnett Street

Hi Ken! Fire has no concerns.

Thanks
Jeff

DAYTON
Jeff Lykins
Director and Chief
Department of Fire I City of Dayton
300 North Main Street I Dayton, Ohio 45402
Office 937.333.4501 Fax 937.234.1611 www.daytonohio.gov
#DaytonCounts 2020CENSUS.GOV

From: Marcellus, Ken
Sent: Friday, February 14, 2020 10:33 AM
To: Stovall, Frederick (Public Works); Steeber, Keith; Lykins, Jeff; Henderson, Eric
Subject: Honorary Street Designation - Robert C. Foster/Barnett Street

Greetings to you all. Please review the attach request for an honorary street designation for a portion of Barnett Street. Let me know if you have any questions or need for more information. Thanks.

DAYTON
Ken Marcellus
Community Development Specialist II
Planning & Community Development
Planning I City of Dayton
101 W, Third Street – 6th Floor I Dayton, Ohio 45402
Office 937-333-7381 I Fax 937-333-4281 I www.daytonohio.gov
#DaytonCounts 2020CENSUS.GOV

Marcellus, Ken

From: Henderson, Eric
Sent: Friday, February 14, 2020 1:10 PM
To: Marcellus, Ken
Subject: RE: Honorary Street Designation - Robert C. Foster/Barnett Street

Ken,

There are no issues from police. Please let us know if/when approved so we can make sure the dispatch center enters this as an alias.

Thanks,

Eric

DAYTON
Lt. Col. Eric Henderson
Assistant Chief of Police – Chief of Operations
Dayton Police Department
335 W. Third Street I Dayton, Ohio 45402
Office 937.333.1081 I www.daytonohio.gov
#**DaytonCounts** **2020CENSUS.GOV**

From: Marcellus, Ken <Ken.Marcellus@daytonohio.gov>
Sent: Friday, February 14, 2020 10:33 AM
To: 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>
Subject: Honorary Street Designation - Robert C. Foster/Barnett Street

Greetings to you all. Please review the attach request for an honorary street designation for a portion of Barnett Street. Let me know if you have any questions or need for more information. Thanks.

DAYTON
Ken Marcellus
Community Development Specialist II
Planning & Community Development
Planning I City of Dayton
101 W, Third Street – 6th Floor I Dayton, Ohio 45402
Office 937-333-7381 I Fax 937-333-4281 I www.daytonohio.gov
#DaytonCounts **2020CENSUS.GOV**

COMMISSIONERS

NAN WHALEY, MAYOR
MATT JOSEPH
JEFFREY J. MIMS, JR.
CHRISTOPHER L. SHAW
DARRYL FAIRCHILD

DIRECTOR
CITY COMMISSION OFFICE
ARIEL WALKER

CLERK OF COMMISSION
RASHELLA LAVENDER

CITY of DAYTON, OHIO
OFFICE OF THE CITY COMMISSION
101 WEST THIRD STREET • P.O. BOX 22 • DAYTON, OHIO 45401
CITY HALL • (937) 333-3636 • www.daytonohio.gov

October 18, 2018

Department of Public Works

101 W. Third Street

Dayton, OH 45402

Attention: Director of Public Works

City of Dayton Commissioner Jeffrey Mims, Jr. would like to submit this letter of support for the proposed Right-of-Way for Name Change of Barnett Street to honor Mr. Ronald C. Foster.

Mr. Ronald C. Foster served as the Executive Director and Program Director of the Dakota Center, Inc., aka Dakota Street Center, for 38 years. Mr. Foster was a mentor and friend to many youth, and dedicated his life to their educational empowerment. He lived Dakota Center's mission, 'Building Character, Connecting Community' encouraging our youth be the positive change for our west Dayton community.

Please let us know if you have any questions or need more information in support of honoring Mr. Foster.

Sincerely,

Jeffrey Mims, Jr.

Dayton City Commissioner

The Tabernacle Baptist Church
380 South Broadway Street
Dayton, OH 45402

Office: 937-228-6393
olumo101@gmail.com
www.tabernacleofdayton.org

Tokunbo Adelekan, Ph.D., Pastor

October 8, 2018

Department of Public Works
City of Dayton
101 W. Third Street
Dayton, OH 45402

Attention: Director of Public Works

The Tabernacle Baptist Church, 380 S. Broadway Street, Dayton, OH would like to submit this letter of support for the proposed Right-of-Way for Name Change of Barnett Street to honor Mr. Ronald C. Foster.

Mr. Ronald C. Foster was a faithful member of the Tabernacle Baptist Church. He served as the Executive Director and Program Director of the Dakota Center, Inc., *aka Dakota Street Center*, for 38 years. Mr. Foster was a mentor and friend to many youth, and dedicated his life to their educational empowerment. He lived Dakota Center's mission, 'Building Character, Connecting Community' encouraging our youth be the positive change for our west Dayton community.

Please let us know if you have questions or need more information in support of honoring Mr. Foster.

Tokunbo A Adelekan

Tokunbo Adelekan, Senior Pastor
The Tabernacle Baptist Church

INNERWEST COMMUNITY DEVELOPMENT CORPORATION

1024 West Third Street - Suite 206
Dayton, OH 45402-6809
937-409-2262
innerwestcdc@yahoo.com

3 January 2019

Mr. Fred Stovall
Director of Public Works
City of Dayton
101 West Third Street
Dayton, OH 45402

Dear Mr. Stovall.

The Innerwest Community Development Corporation/Innerwest Priority Board is submitting this letter in support of the proposed Right-of-Way Name Change of Barnett Street to honor Mr. Ronald C. Foster.

Mr. Foster served as the Executive Director and Program Director of the Dakota Center, Inc., aka Dakota Street Center, for 38 years. Mr. Foster was a mentor and friend to many youth and dedicated his life to their educational empowerment. He lived the Dakota Center's mission: 'Building Character, Connecting Community' by encouraging our youth to be the positive change for our West Dayton community.

Please advise if you have questions or need more information in support of honoring Mr. Foster.

Yours truly,

Mary M. Ellington
Executive Director

WEST PRIORITY LAND USE BOARD

February 28, 2020

To Whom It May Concern,

This letter is being submitted in support of the honorary street designation of a portion of Barnett Street as **"Ronald C. Foster Way"** by the West Priority Land Use Board. We wish to acknowledge his legacy as an Educator and community servant. It is always our desire to support and honor those persons who represented this community and as a public servant.

We acknowledge that the official name of Barnett Street will remain Barnett Street.

Sincerely,

Joe Shaw, Jr. Chairperson
West Priority Land Use Board

July 11, 2018

To Whom It May Concern,

I am writing this letter in regard to Mr. Ronald C. Foster. I have known Mr. Foster most of my life, and considered him the best friend a person could have. Mr. Foster is an unsung hero in the City of Dayton and the broader community. He found his calling early in life and graciously accepted it. Ronald served as the Executive Director and held other administrative positions at the Dakota Center for nearly a half of a century. He dedicated his life to serving the youth and elderly in the most respectful manner possible -- always a professional.

After serving his country during the Vietnam War (fighting in the trenches) he went on to obtain a college degree in Education and the rest is history. Mr. Foster implemented numerous programs in our community and still found time to assist seniors. His programmatic efforts and achievements in our community are too abundant to express. When one thinks of community leadership and service Ronald's name appears at the top of the list.

Mr. Foster was a leader, mentor, and servant to countless individuals and families. His integrity was impeccable, and Dayton is a better place because of him. We will never be able to repay him for his efforts, but we can show that we value and appreciate this wonderful human being.

Respectfully submitted,

Jerald L. Steed

Dayton City Commission Office
101 W. Third St.
Dayton, Ohio 45402

To Whom It May Concern,

We are writing this letter in support of the renaming of Barnett St. in honor of Mr. Ronald C. Foster.

Our father was raised his entire childhood at 24 Barnett St. with his parents and three siblings. He went to schools in the area and graduated from Roosevelt High School in 1965. Our grandmother resided in that home on Barnett St. until her death at the age of 95.

Our dad served 41 years at the Dakota Center, Inc., (which is located on Barnett St.) where he mentored, coached and set a great example for hundreds of youth in the inner city. His passion for and commitment to the betterment of the community as a whole, and to the youth in that community was of great importance to him. Family was his first priority. He was very active in raising his four children with his wife of 46 years, and he played a key role in the lives of his nieces and nephews, whom were all involved in programs at the Dakota Center. It is admirable that he had so much love, compassion and commitment for so many people, and dedicated his life to helping young people reach their full potential.

Our family would consider it a great honor and gift to have a street named in his honor, and look forward to the day we can drive down Fifth St. or Home Ave. and see the street sign for Ronald C. Foster St.

We humbly thank you for your consideration of this request to honor our dad.

Sincerely,

Alicia Foster

Alicia Foster
On behalf of the Foster Family

July 10, 2018

City of Dayton

Commissions Office

Dayton, Ohio

To whom it may concern,

It was 1974 when I first met Ronald Foster the man known all over the world as Bo Bo. He became my basketball coach, my mentor, my father figure and friend from when I was in the 8th grade. As I grew up at Dakota Center he was there he taught me how to communicate, how play basketball, how to display respect and most of all how to tie a tie. I am the hardworking man because of his friendship and influence he had as I grew up at the center. As I came up through the center he encouraged me to give back to the youth so I became a basketball coach for the D-team. I enlisted in the Amy in 1980-83 and I was having a rough time getting through, it was only the advice that he gave that helped to get me through the rough times as well as what he taught me while in his presence.

This man that we lost was a "Giant" in the community where fathers were absent from the home he stepped in. He was our father and we thank God for Mrs. Foster and their kids for sharing him with the community. A great leader, father, husband and friend too many. It would be a great honor to name a street after him, he's Dakota Center in everything the center represents.

Sincerely,

Wilbur E. Harper

Wilbur E. Harper

By..... No.....

A RESOLUTION

Honorarily Naming Barnett Street Between
Home Avenue and West Fifth Street as
Ronald C. Foster Way.

WHEREAS, An application has been made by the Dakota Center to honorarily designate Barnett Street between Home Avenue and West Fifth Street as Ronald C. Foster Way for a two year period due to Mr. Foster's over forty years of service to the Dakota Center as Program Director and Executive Director; and

WHEREAS, Mr. Foster played an important and integral role in the development of young people; and

WHEREAS, The block of Barnett Street chosen for this honor is the address of the Dakota Center and the street on which Mr. Foster grew up and went to elementary school; 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 March 10, 2020 reviewed the proposal, Case PLN2020-00011, and recommended approval of the two-year designation; now, therefore,

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

Section 1. Barnett Street between Home Avenue and West Fifth Street is honorarily designated as Ronald C. Foster Way for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official name of Barnett Street 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

BACK

DRAFT

2nd Reading 17.

31803-20

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 | DAYTON

March 17, 2020

To: Shelley Dickstein
City Manager

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

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 Rebuil

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a [illegible]ent and should not be

BACK

2nd Reading 18.
6487-20

By: ..... No: .....

DRAFT

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 AM 10:

MEMORANDUM | DAYTON

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:

Michael Powell, Director
Department of Water

Ohio Environmental Protection Agency

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 Limt

**** 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***

Estimated Loan Award Date: **4/1/2020**

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.

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)
- [x] Other: (Specify) Nutrient Reduction Project

Water Discounts:

- [ ] Auxiliary Power Program
- [ ] Other: (Specify)

Construction projects are eligible to receive 50 percent of the auxiliary power cost up to $10,000 in principal forgiveness.

***** 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 maximun 5-year term. **First Payment Date:** _____
- [x] **Design Loan** — Design loans have a maximun 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:** _____
- [x] **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		CHECK MAILING
Bank Name		Address	**City of Dayton - Dept of Water**
Address			320 Monument Ave
City, State, Zip		City, State, Zip	Dayton, Ohio 45402
Federal Wire ABA			
Account #			

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					
(Please enter number of anticipated contractors below)					
Contract "A"					
Contract "B"					
Contract "C"					
Equipment					
Other Costs					
Contingency					
Subtotal				**$308,782.00**	**$308,782.00**
Application Fee	***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.***				$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): **YEAR: 2018**

User Classes	Total Revenue	Total Number of Users	Annual Revenue Per User
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 **YEAR: 2021**

User Classes	Projected Total Revenue	Projected Total Number of Users	Projected Annual Revenue Per User
Residential	$23,340,806.00	68,131	$342.59
Commercial	$4,182,316.00	1,814	$2,305.58
Industry / Gov.	$12,963,966.000	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 Expeditures	$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 incresaes 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:

16.0 Equipment & Replacement Schedule

The Equipment & Replacement Schedule should include equipment necessary to maintain the capacity and performance of the treatment plant(s) during its useful life. The schedule should include those components intended to maintain the current and future capacity and performance of facilities.

**** An example of an Equipment & Material Replacement would be:**

Epuipment / Parts	Funding Accts.		# of Items	Date Purchased	Useful Life	Original Cost	Est. Repl. Cost	Est. Repl. Yr.
	Capital Improve.	O, M & R						
Clarifier		X	2	2008	15	$80,000.00	$85,000.00	2023
Pumps		X	10	2007	10	$30,000.00	$33,000.00	2017
Replacement Pipe	X		200	1999	30+	$100,000.00	$110,000.00	2019

Epuipment / Parts	Funding Accts.		# of Items	Date Purchased	Useful Life	Original Cost	Est. Repl. Cost	Est. Repl. Yr.
	Capital Improve.	O, M & R						

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)

Ohio Environmental Protection Agency

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

Ohio Environmental Protection Agency

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 Polution 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:

	Title	Name
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 _____, 2

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 (WP(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, including a description of the Project Facilities being financed under the Water Pollution Control Loan Fund (WPCLF) Agreement , and (b) a copy of the Wat 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. T undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended modified.

IV. Attached hereto is a true and exact copy of Ordinance] No. _____ (the "Rate Legislation"), approved by the Legislative Body (_____, 2020, authorizing the current water and sewer rates of the City of Dayton to which the Water Pollution Contro Loan Fund (WPCLF) Agreement relates, and of any special assessment legislation related to any special assessments of the Lo 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 i Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meeting 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

BACK

DRAFT

2nd Reading
6488-20

19.

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 | DAYTON

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 abut 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

DAYTON
GEOGRAPHIC INFORMATION SYSTEM

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.

12-19-19

Planning

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 segragation 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 withs 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 Mimms

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
#63898
(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 MidwayAvenue, 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.

DAYTON DAILY NEWS

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.

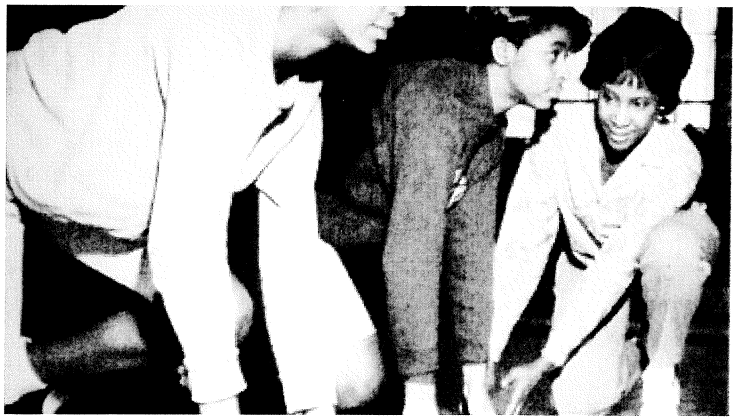
Turner recognized that desire and molded her into a competitive high school runner. She was later spotted by Ed Temple, the track coach at Tennessee State University, who invited her to Nashville for a high school track program. During her senior year of high school, she was awarded a scholarship to 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 | DAYTON

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 Aveue 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.

DAYTON
Ken Marcellus
Community Development Specialist II
Planning & Community Development
Planning I City of Dayton
101 W, Third Street – 6th Floor I Dayton, Ohio 45402
Office 937-333-7381 I Fax 937-333-4281 I 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,

DAYTON
Lt. Col. Eric Henderson
Assistant Chief of Police – Chief of Operations
Dayton Police Department
335 W. Third Street I Dayton, Ohio 45402
Office 937.333.1081 I 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

Southwest Priority 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,

Pearl A. Howard

Pearl A. Howard, President
Residence Park Neighborhood Association

BACK

DRAFT

2nd Reading 6489-20 20.

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 | DAYTON

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-feet 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.

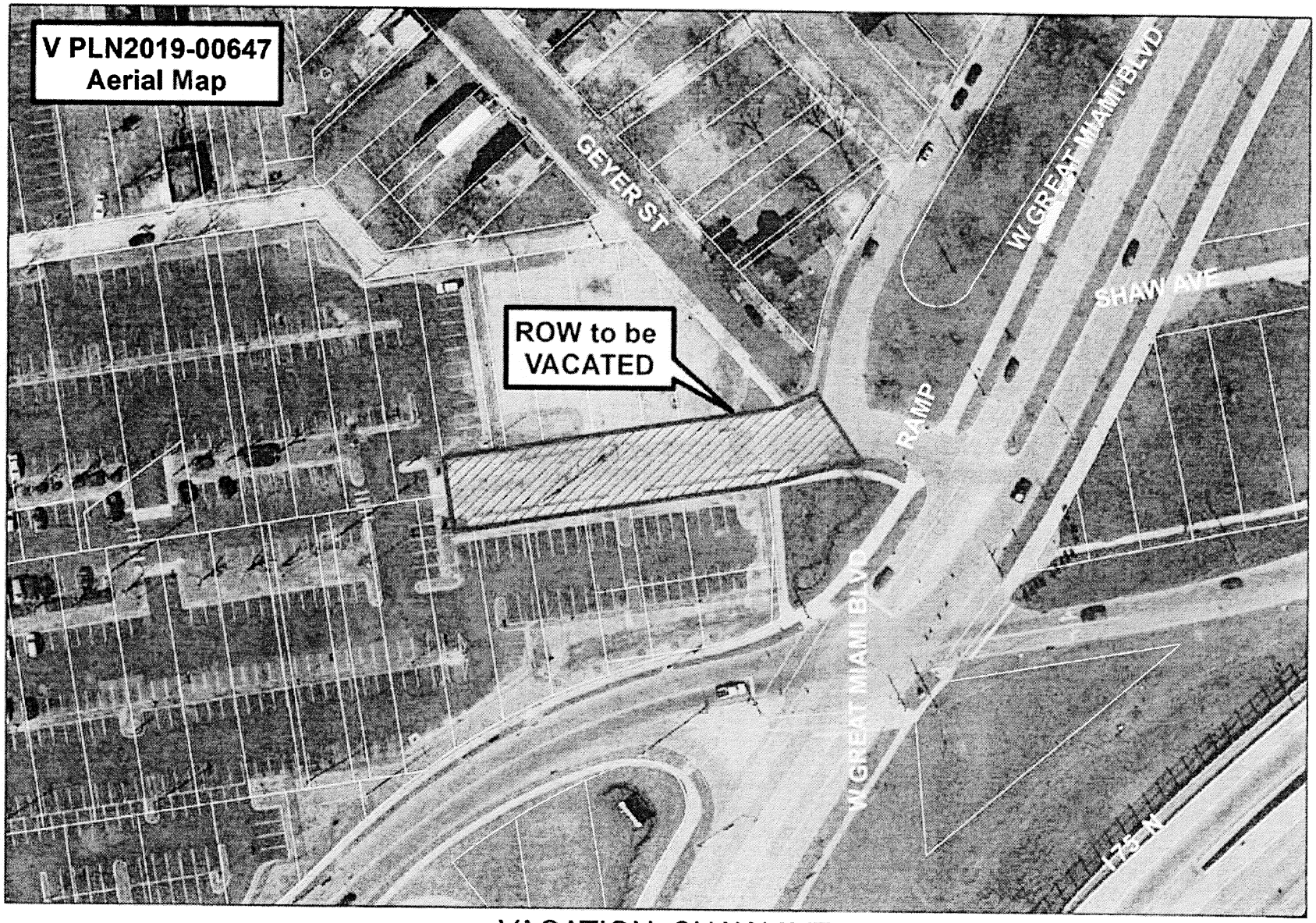
City of Dayton
City Plan Board

Decision Memorandum

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List



VACATION: SHAW AVE
FROM GREAT MIAMI BLVD TO CITY LOT #13986

B-13

21476

OFFICE OF CLERK OF COMMISSION

Date MaRCH 9, 2020

To the City Manager:

At a meeting of the City Commission held on March 11, 2020, the following matter was referred to you for appropriate disposal or for specific action as indicated:

(Rec'd March 5, 2020 - City Commission Office)

Petition No. 21476 - Shaw Avenue from Great Miami Boulevard to East Property Line of City Lot #13986

Michael Taylor
Pinnacle Architects
480 Vantage Point
Suite 201
Miamisburg, OH 45432

Documents attached:

Petition No. 21476

PLEASE RETURN TO THIS OFFICE

Rachella Lanenda
Clerk of Commission

OFFICE OF THE CITY MANAGER

To _____ Date _____

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

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

RETURN ALL DOCUMENTS

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

C/P 21476

Petition for Vacation

To the Commission of the City of Dayton:

We, the undersigned, owners of property abutting on

Shaw Avenue

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

Shaw Avenue from

Great Miami Boulevard to

East Property Line of City Lot #13986 ,and

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

1. NAME OF OWNER GRANDVIEW M.C. MR. RAY THEIS TITLE DIRECTOR OF FACILITIES

SIGNATURE Ray Theis

MAIL ADDRESS 405 W. GRAND AVE. LOT NUMBER #13986

DAYTON OH.

2. NAME OF OWNER TITLE

SIGNATURE

MAIL ADDRESS LOT NUMBER

3. NAME OF OWNER TITLE

SIGNATURE

MAIL ADDRESS LOT NUMBER

4. NAME OF OWNER TITLE

SIGNATURE

MAIL ADDRESS LOT NUMBER

City of Dayton
City Plan Board

Decision Memorandum

February 17, 2020

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Grandview Medical Center
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Dayton, OH 45405

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City of Dayton
City Plan Board

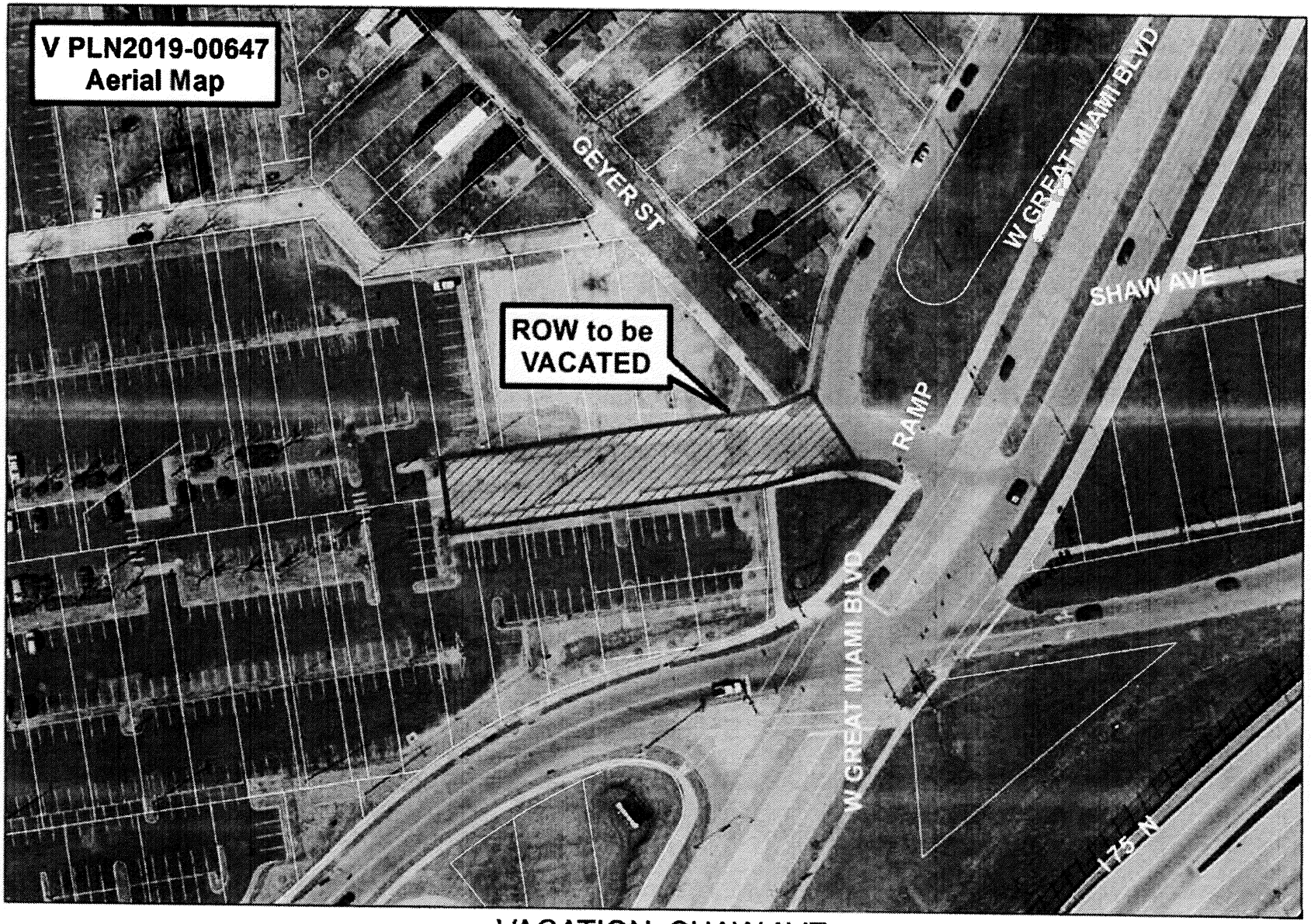
Decision Memorandum

Sincerely,

Ann Schenking

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List



VACATION: SHAW AVE
FROM GREAT MIAMI BLVD TO CITY LOT #13986

FORM S 13 rev 6/98

PAY IN ORDER

Department/Division City Commission Office

Pay in No. 01-06

Total Pay In Amount 150.00

Date: March 9, 2020

From/Purpose Street Vacation

Amount (s) 150.00

Petition – Street Vacation – Shaw Avenue from Great Miami Boulevard to East Property Line of City Lot #13986

Michael T. Taylor
Pinnacle Architects

480 Vantage Point, Suite 201
Miamisburg, Ohio 45432

150.00
CK#26418

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

Preparer's Signature: Rachelle Lavender

FOR FINANCE USE ONLY:
Original signature
Must be on PINK copy _____ *Per: Accounting & Treasury Manager*

PROCESSED
MAR 09 2020
TREASURY DEPARTMENT
Register 4

WHITE:	Yellow:	PINK:	GOLD
Finance Dept. Copy	Department Receipt	City Treasury Copy	Department Record

Pinnacle
ARCHITECTS

210 NORTH SAINT CLAIR STREET
DAYTON, OHIO 45402-1230
PH 937-222-1117 FAX 937-222-4893

FIFTH THIRD BANK
WESTERN OHIO

56-219/422

26418

3/5/2020

PAY TO THE ORDER OF CITY OF DAYTON $**150.00

One Hundred Fifty and 00/100********** DOLLARS

CITY OF DAYTON
DIVISION OF BUILDING INSPECTION
371 W SECOND STREET
DAYTON OH 45402

MEMO
GMC- Plan review fee Street vacation @ Shaw Ave.

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

SAFEGUARD SECURE

⑈026418⑈ ⑆042202196⑆ 0072739648⑈

PINNACLE ARCHITECTS INC.

26418

CITY OF DAYTON

3/5/2020

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/5/2020	Bill	Mike - Shaw	150.00	150.00		150.00
					Check Amount	150.00

Fifth Third Checking GMC- Plan review fee Street vacation @ Shaw A 150.00

H-161

CITY OF DAYTON, OHIO
CASH RECEIPT

No.

RECEIVED OF: Name Michael T. Taylor

DATE 3/5/20

937-222-1117

Address 480 VANTAGE Point
Suite 201
Miamisburg, OH 45432

PAY-IN No.

One hundred Fifty Dollars and 00/100 **DOLLARS**

$ 150.00

IN FULL PAYMENT OF THE ITEMS DETAILED BELOW:

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
Petition - VACATION				$ 150	00
Shaw Ave. from					
Great Miami Blvd. to					
East Property Line of					
City Lot #13786					
Cl. # 26418					

FOR USE OF ACCOUNTING DEPARTMENT ONLY				

TOTAL (As Above) $ 150 00

SIGNED [illegible]

FOR DEPT. OR BUREAU OF City Comm. Off.

937-333-3436

White copy to individual or firm making payment.
Yellow copy to be attached to Accounting Department's copy of Pay-in Order.
Pink copy to be retained by Department or Bureau receiving payment.

BACK