CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **JULY 1, 2020**

6:00 P.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearing: **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:**

POLICE

A1. Kiesler Police Supply (ammunition through 03-31-23) **$94,085.00**

A2. Vance Outdoors, Inc. (Less lethal Tasers and Taser accessories) **33,020.28**

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

   PUBLIC WORKS

   B1. Bell Equipment Company (parts, supplies and related items as needed through 12-31-20) **$40,000.00**

   B2. Jack Doheny Supplies Ohio, Inc. (sewer equipment parts and sublet repair services as needed through 12-31-20) **25,000.00**

   B3. Site-Safe Products LLC dba Site-Safe LLC (Crash attenuator with related traffic safety products) **27,815.94**

   -Depts. of Police and Public Works. **Total: $219,921.22**

2. **Accela Inc. – Service Agreement** – for licensing, maintenance and support services for the Accela Land Management System – Dept. of Information Technology. **$47,788.88**
   (Thru 06/25/21)

3. **Oregon Group Architects Inc. – Contract Modification** – fifth amendment for professional design, engineering and construction administration services for the Safety Building renovations – Dept. of Public Works/Property Mgmt. **$30,850.00**
   (Thru 12/31/21)

B. Construction Contracts:

4. **L. J. DeWeese Co., Inc. – Award of Contract** – for Citywide Sidewalk Repairs due to Tornado Damage Rebid (Open Market) – Dept. of Public Works. **$64,357.75**
   (Thru 10/30/21)

C. Revenue to City:

5. **Griffin Farms – Lease Agreement** – for lease of land at the Dayton-Wright Brothers Airport – Dept. of Aviation. **$65,539.80**
   (Thru 07/01/23)

D. Neighborhood Agreement:

6. **Habitat for Humanity – Development Agreement** – for the West Dayton Development Trust Fund to assist with providing home repairs, renovations and potential land acquisition designated for new home construction and ownership to home and properties located in the Edgemont and Miami Chapel neighborhoods – Dept. of Economic Development. **$100,000.00**
   (Thru 12/31/22)

7. **Rebuilding Together Dayton – Development Agreement** – for the West Dayton Development Trust Fund to fund inspections, contractor services, exterior maintenance, furnace services, fire safety and fall prevention services for low-income senior citizen homeowners in the West Dayton Development Trust fund service area with special emphasis on the Edgemont, Miami Chapel, and Pineview neighborhoods – Dept. of Economic Development. **$100,000.00**
(Thru 12/31/22)

E. Other – Contributions, Etc.:

8. **Homefull – Other** – for the Community Development Block Grant Subrecipient Agreement to administer the West Dayton Food and Jobs Program – Dept. of Planning & Community Development.
$110,000.00
(Thru 12/31/21)

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

9. **No. 6514-20** Authorizing the Submission of the 2019 Action Plan Amendment for CARES Act CV Funding and the Citizen Participation Plan Amendment to the U.S. Department of Housing and Urban Development; Authorizing the Acceptance of Grant Awards Under Two (2) Community Planning and Development Formula Programs from the U.S. Department of Housing and Urban Development on Behalf of the City of Dayton and the Dayton Kettering HOME Consortium, and Declaring an Emergency.

Ordinance – Second Reading:

10. **No. 31820-20** Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Transportation for an Amount of Three Hundred Twenty-Six Thousand Seven Hundred Dollars and Zero Cents ($326,700.00) in Federal Safety Funds.

VI. MISCELLANEOUS:

ORDINANCE NO. 31821-20

RESOLUTION NO. 6515-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 979-20

City Manager's Report

From **2730 – PMB/Procurement**

Date July 1, 2020

Expense Type Purchase Order

Total Amount $219,921.22

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

POLICE

(A1) P0200946 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- Ammunition.
- These goods are required for duty, practice and qualification.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19013S with firm pricing through 3/31/2023 and State of Ohio Term Schedule Contract pricing #RS900319.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6221-1301-71	$94,085.00

Melissa A. Wilson, CPPB Digitally signed by Melissa A. Wilson, CPPB DN: cn=Melissa A. Wilson, CPPB, o=City of Dayton, ou=Procurement Division, email=Melissa.Wilson@daytonohio.gov, c=US Date: 2020.06.23 12:06:44 -04'00'

Division

Shannon, Diane Digitally signed by Shannon, Diane Date: 2020.06.23 12:26:27 -04'00'

Department

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

(A2) P0200947 – VANCE OUTDOORS, INC., COLUMBUS, OH

- Less lethal Tasers and Taser accessories.
- These goods are required to equip the upcoming recruit class.
- Rates are in accordance with the State of Ohio Term Schedule Contract pricing #800551 and Index #STS847.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6221-1301-71	$33,020.28

PUBLIC WORKS – FLEET MANAGEMENT

(B1) P0200061 – BELL EQUIPMENT COMPANY, GAHANNA, OH

- Parts, supplies and related items as needed through 12/31/2020.
- These goods are required to maintain the City's Waste Collection fleet.
- Bell Equipment Company is recommended as the sole authorized distributor; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $40,000.00 by $40,000.00 for a total not to exceed $80,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	61000-6470-1350-99	$40,000.00

(B2) P0200254 – JACK DOHENY SUPPLIES OHIO, INC., TWINSBURG, OH

- Sewer equipment parts and sublet repair services as needed through 12/31/2020.
- These goods and services are required to repair current Elgin and Vactor brand sewer maintenance equipment.
- Jack Doheny Supplies Ohio, Inc. is recommended as the sole authorized distributor for Elgin and Vactor brand products and repair services; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $25,000.00 by $25,000.00 for a total not to exceed $50,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Inventory	61000-6470-1350-99	$10,000.00
2020	Other Equipment Maintenance	61000-6470-1167-99	$15,000.00

PUBLIC WORKS – STREET MAINTENANCE

(B3) P0200944 – SITE-SAFE PRODUCTS LLC dba SITE-SAFE LLC, COLUMBUS, OH

- Crash attenuator with related traffic safety products.
- These goods are required to replace a truck trailer crash attenuator to ensure traffic safety.
- 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.
- Site-Safe Products LLC dba Site-Safe LLC is recommended as the sole regional distributer of the Energy Absorption System; therefore, this purchase was negotiated.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	21100-6430-1301-54	$27,815.94

The aforementioned departments recommend approval of this order.

BACK

City Manager's Report

2.

From 5560 - Information Technology

Date July 1, 2020

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount $47,788.88 (Thru 06/25/2021)

Name Accela Inc.

Address 2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-5560-1166-65	$47,788.88

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

Description

ACCELA INC. MAINTENANCE AND SUPPORT AGREEMENT

The Department of Information Technology requests permission to enter into a Service Agreement with Accela Inc. in the amount of $47,788.88. Accela provides licensing, maintenance and support services for the Accela Land Management System that supports the Departments of Planning and Community Development and Economic Development. The total amount of this agreement is $47,788.88.

Accela Inc. is the sole source provider of support and services for these products to the local government market.

This Agreement shall commence upon execution and it shall terminate on June 25, 2021.

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

The Certificate of Funds and a copy of the Agreement is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

MEMORANDUM | DAYTON

June 24, 2020

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

FROM: Desa Foster, Manager
Department of Information Technology

Desa Foster
By:

SUBJECT: Accela Inc. Maintenance and Support Agreement

Accela provides licensing, maintenance and support services for the Accela Land Management System that supports the Departments of Planning and Community Development and Economic Development.

When this software was first implemented in 2014, Accela offered a significant discount to the City to pre-pay for the maintenance and support for five (5) years. The final payment was made in 2019 thus ending the original agreement. 2020 starts a new support and maintenance period with Accela.

It is required for the City to be licensed to continue using the software.

The total amount of this agreement is $47,788.88.

Approved:

Kenneth R. Couch Digitally signed by Kenneth R. Couch Date: 2020.06.24 12:10:03 -04'00'

Kenneth R. Couch, Interim Director
Department of Information Technology

CERTIFICATE OF FUNDS

CT20-2602

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	06/25/21
Original Commission Approval	$ 47,788.88
Initial Encumbrance	$ 47,788.88
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: $ 47,788.88

Fund Code 10000 - 5560 - 1166 - 65 - XXXX - XXXX
(Fund - Org - Acct - Prog - Act - Loc)

Amount: ____

Fund Code XXXXX - XXXX - XXXX - XXX - XXXX - XXXX
(Fund - Org - Acct - Prog - Act - Loc)

Amount: ____

Fund Code XXXXX - XXXX - XXXX - XXX - XXXX - XXXX
(Fund - Org - Acct - Prog - Act - Loc)

Amount: ____

Fund Code XXXXX - XXXX - XXXX - XXX - XXXX - XXXX
(Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Accela Inc.

Vendor Address: 2633 Camino Ramon, Suite 500 (Street) San Ramon, (City) CA (State) 94583 (Zipcode + 4)

Federal ID: 942767678

Commodity Code: 94620

Purpose: Accela Inc. will provide maintenance and support services for the Accela's Land Management system utilized by Planning and Community Development and Economic Development upon execution of the agreement through June 25, 2021.

Contact Person: Desa Foster Information Technology (Department/Division) 6/9/2020 (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] 06/23/2020
Finance Director Signature Date

[signature] 06/19/2020 CT20-2602
CF Prepared by Date CF/CT Number

MAINTENANCE AND SUPPORT AGREEMENT
for
LAND MANAGEMENT AND RELATED SOFTWARE

THIS MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made and entered into on this ____ day of June, 2020, between the City of Dayton, Ohio ("City" or "Customer"), a municipal corporation in and of the State of Ohio, and Accela Inc. ("Accela" or "Licensor"), with its principal office at 2633 Camino Ramon, Suite 500, San Ramon, CA 94583.

WITNESSETH THAT:

WHEREAS, The Licensor has since 2014 licensed its Land Management software ("Software") to the City and provides maintenance and support services related to that software on a recurring basis; and,

WHERAS, the City wishes to have Licensor continue to provide maintenance and support services;

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

SECTION 1. MAINTENANCE AND SUPPORT

The Licensor shall purchase the Software maintenance and support services for the listed products set forth in Exhibit "A", titled "Accela Order Form Q-19315", which is attached hereto and incorporated herein by reference ("Maintenance and Support").

The specific support policy applicable to the services provided are described within Exhibit "B", titled "Accela Software Support Policy (On-Premise)" which is attached hereto and incorporated herein.

To the extent of any inconsistency between the Exhibits and this Agreement, this Agreement shall prevail.

SECTION 2. COMPENSATION FOR SOFTWARE MAINTENANCE AND SUPPORT

A. MAINTENANCE AND SUPPORT FEES

Total remuneration in this Agreement shall not exceed FORTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS ($47,788.88) for the corresponding Maintenance and Support for a 12-month term. The total remuneration is exclusive of taxes, that will be added to the respective invoice, unless the City is tax exempt, and in such case the respective official document(s) showing evidences of such status shall be presented to Licensor upon execution of this Agreement.

B. BILLING FREQUENCY

Licensor shall submit an invoice as outlined in Exhibit "A", upon execution of this Agreement.

Unless disputed, the City shall tender payment within thirty (30) days of receipt of the Licensor's invoice. In the event the City disputes an invoiced amount in good faith, the City shall notify Licensor of such dispute, providing sufficient detail of the basis of the dispute within thirty (30) days of receipt of the Licensor's invoice and the parties shall work together promptly and in good faith to resolve such dispute within thirty (30) days and the City shall not be obligated to pay any amount so disputed in good faith during such period. If a resolution is not reached within the stated thirty (30) days, then the parties shall submit the dispute to a court of competent jurisdiction, in accordance with the GOVERNING LAW AND VENUE section below.

SECTION 3. TERM

The term of this Maintenance and Support Agreement is twelve (12) months as set forth in Exhibit "B" ("Term"). Subsequent renewals of this Agreement may be subject to the process referenced within Section 9(J), AMENDMENT.

SECTION 4. CITY'S RESPONSIBILITIES

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

Licensor shall be able to rely on the accuracy and completeness of all information provided by the City, without independent audit or verification thereof (except where any verification is specifically part of the scope of services to be provided).

Customer will solely responsible for (i) minimum systems requirements as set forth in the Documentation, (ii) for meeting, at a minimum, all industry standard and legal security requirements to prevent unauthorized access to the Software and Customer Data; (iii) Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer); (iii) the accuracy, quality, integrity and legality of Customer Data and External Users use of the Software interface, and (v) use of the Software, Support and Maintenance only in accordance with the applicable Documentation, laws and government regulations.

Accela retains all Intellectual Property Rights, including all rights, title and license to the Maintenance and Support, any related work product of the foregoing and all derivative works thereof by whomever produced. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Maintenance and Support.

SECTION 5. STANDARD OF CARE

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

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO ANY

WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

SECTION 6. CONFIDENTIALITY

As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and (ii) will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

All information provided to and/or gathered by Licensor from the City during the term of this Agreement shall be deemed "confidential" information to the extent that it is classified as "private" under the laws of the State of Ohio or is not independently available to the general public. Nothing in this Section shall prohibit or limit Licensor's disclosure of confidential information when such disclosure is required by an order of a Court or under state or federal law, or when such disclosure is authorized in writing by the City.

SECTION 7. INDEMNIFICATION AND LIABILITY

INDEMNIFICATION

Accela will indemnify, defend, save, and hold harmless (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Maintenance and Support, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon as practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim, and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela

reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Maintenance and Support may be enjoined, Accela may seek to (a) modify the Accela Maintenance and Support such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance), (b) replace the applicable Maintenance and Support so that it is non-fringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the Maintenance and Support, and refund any pre-paid, unused fees. Accela will have no liability under this Section 7 for any claims arising from (i) any combination of the Accela Maintenance and Support with products, services, methods of a third party; (ii) a modification of the Accela Maintenance and Support that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Maintenance and Support in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Maintenance and Support other than the current, fully patched version, provided such updated version would have avoided the infringement (does not absolve Accela of liability for an earlier version of the Maintenance and Support sold to and used by the City when current); (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR THIRD-PARTY CLAIM FOR INFRINGEMENT RELATED TO THE USAGE OF THE MAINTENANCE AND SUPPORT, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE MAINTENANCE AND SUPPORT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

EXCEPT FOR A THIRD PARTY CLAIM FOR INFRINGEMENT OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MAINTENANCE AND SUPPORT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE MAINTENANCE AND SUPPORT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED

REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ACCELA'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY THIRD-PARTY CLAIM FOR INFRINGEMENT SHALL NOT EXCEED $1,000,000.

SECTION 8. TERMINATION

A party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

SECTION 9. GENERAL PROVISIONS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

City:
City of Dayton, Ohio
101 West Third Street
Dayton, Ohio 45402
Attn: Desa Foster, Division of Information Technology

Licensor:
Accela Inc.
2633 Camino Ramon, Suite 500
San Ramon, CA 94583
Attn: Brad Leahy, V.P. Revenue Operations

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

By executing this Agreement, Licensor acknowledges and agrees that it will be providing services to the City as an "Independent Contractor". As an Independent Contractor for the City, Licensor shall be prohibited from representing or allowing others to construe the parties' relationship in a

manner inconsistent with this Article. Licensor 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.

Licensor, its employees and any persons retained or hired by Licensor 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. Licensor acknowledges its employees are not "public employees" for the purpose of membership and/or participation in the Ohio Public Employees Retirement System ("OPERS"). Further, Licensor shall be responsible to withhold and pay, or cause such agents, consultants and sub-consultants to withhold and pay, all applicable local, state and federal taxes.

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Licensor with respect to the specific subject matter of Maintenance and Support. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to Maintenance and Support.

SECTION 10. DEFINITIONS

"Order" means Accela Order Form Q-19315 or an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

"Customer Data" means the content, materials, and data that Customer, Authorized Users, and External Users enter in conjunction of their use of the Software. Customer Data does not include any component of the Software or material provided by or on behalf of Accela.

"Authorized User" means one named employee (identified by a unique email address), contractor or agent of Customer for whom Customer has purchased a license to the Software and who is authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement.

"External Users" means third party users of the Software that access the public facing interfaces of the Software to submit queries and requests to facilitate communications between such third party and Customer.

"Documentation" means the then-current technical and functional user documentation made generally available by Accela for Software.

"Intellectual Property Rights" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

"Support Services" means those technical and help services provided by Accela in accordance with the Support Services Policy located at Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS

City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2020

Min./Bk._____ Pg. _____

Clerk of Commission

ACCELA INC.

By: Robert A. Wil

Print: ROBERT WILSON

Its: CFO

Exhibit A
Accela Order Form Q-19315

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-19315
Valid Through: 07/10/2020
Currency: USD

Accela
2633 Camino Ramon, Suite 500
San Ramon, CA 94583

ORDER FORM

Address Information

Bill To:
City of Dayton, OH
101 W. Third Street
Dayton, Ohio 45402
United States

Ship To:
City of Dayton, OH
101 W. Third St.
Dayton, Ohio 45402
United States

Billing Contact: De Vora Jones
Billing Phone: 937.333.6320
Billing Email: devora.jones@daytonohio.gov

Services

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access	06/26/2020	06/25/2021	12	$0.02	141,527.00	$3,498.41
Accela Mobile Office (Server & Users)	06/26/2020	06/25/2021	12	$347.93	35.00	$12,177.69
Accela GIS (Server & Users)	06/26/2020	06/25/2021	12	$89.00	65.00	$5,785.08
Accela Land Management (Server & Users)	06/26/2020	06/25/2021	12	$329.10	80.00	$26,327.70
					Total	$47,788.88

Terms / Information

Exhibit A
Accela Order Form Q-19315

General Information	
Governing Agreement(s)	This Order Form will be governed by the terms and conditions contained in the Maintenance and Support Agreement to which this Exhibit A is attached. If those terms and conditions are non-existent, have expired, do not apply (as with software), or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: www.accela.com/terms.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Maintenance and Support Agreement shall govern as it pertains to this transaction.

Payment Terms		
Currency	USD	
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total $ above will be issued on the Order Start Date.	
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable **net 30 days**.	
Special Payment Terms	None unless otherwise specified in this section.	
Purchase Order	If Customer requires PO number on invoices, it **must** be provided to the right and Customer **must** provide copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	PO#

Exhibit A
Accela Order Form Q-19315

Accela	**Customer**
By: Robert A. Wilson *(Signature)*	By: _____ *(Signature)*
ROBERT WILSON *(Print Name)*	_____ *(Print Name)*
Its: CFO *(Title)*	Its: _____ *(Title)*
Dated: 6/15/2020 *(Month, Day, Year)*	Dated: _____ *(Month, Day, Year)*

Exhibit B
Accela Software Support Policy (On-Premise)

ACCELA SOFTWARE SUPPORT POLICY
Dated: August 21, 2019
(ON-PREMISE)

(1) Legacy Releases: Accela provides Support Services for each version of the Software for a period of twelve (12) months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). For example, if version 6.1 is released on January 1, 2017, then Accela will provide Support Services for version 6.0 until January 1, 2018. Accela does not provide Support Services for any customized Software (or components thereof).

(2) General Requirements and Hours of Operation

a. **Ticketing Support**: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

b. **Telephone Support**: Accela's Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

c. **Online Support Material**: Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived software updates and other technical information in Accela's online support databases.

(3) Agency Contacts: "Agency Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Agency Contacts and agree to let Accela know if they change. Your Agency Contacts will be responsible for overseeing your Agency's support case activity, developing and deploying troubleshooting processes within your Agency's organization.

Agency will ensure Agency Contacts:
Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are knowledgeable about the Agency's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

(4) Submitting a Case: Agency Contacts may submit cases via: the online support portal by logging into the Accela Success Community at https://success.accela.com and selecting Get Support > Submit a case or a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Agency must call Customer Support)*

(5) Upgrade/Downgrade of Severity Level. If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(6) Customer Obligations. As required, Customer will provide Accela or its authorized partner with appropriate access to Customer's facilities, data systems, and other resources. If security restrictions impair such access, Customer acknowledges that some Support Services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of the Software. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

(7) Third Party Product Support. If any third-party software is supplied by Accela, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

Exhibit B
Accela Software Support Policy (On-Premise)

(8) Product Updates
Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update is released it will be made available for general availability for on-premise customers on the Accela FTP site.

(9)Exclusions. The following Support Exclusions are not covered by this Support Policy; however, they may be separately available at rates and on terms which may vary from those described herein:

a. Services required due to misuse of the Accela-maintained Software;
b. Services required due to Software data loss by fault of Customer or corrections, customizations, or modifications not developed or authorized by Accela;
c. Services required by Customer to be performed by Accela outside of Accela's usual working hours;
d. Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
e. Services required due to the operation of interfaces between the Accela-maintained Software and other software products or systems, even where such interfaces were provided or implemented by Accela;
f. Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
g. Services which relate to tasks other than maintenance and support of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
h. Services requested by Customer to implement software updates provided by Accela pursuant to this Agreement; and
i. New or additional applications, modules, or functionality released by Accela during the term of this Agreement.

(10) Error Classification
Functional Definitions: For the purposes of error classification, essential or major functions include data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Severity	Definition
Critical Severity Issue (Priority 1)	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
High Severity Issue (Priority 2)	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Medium Severity Issue (Priority 3)	Support Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

BACK

City Manager's Report

3.

From 6480 - PW/Property Management

Date July 1, 2020

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount $30,850.00 thru 12/31/2021

Name Oregon Group Architects Inc.

Address 300 South Patterson Boulevard
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Facility Improvements	40003-6480-1425-54	$30,850.00

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

Description

DESIGN SERVICES FOR SAFETY BUILDING – FIFTH AMENDMENT

The Department of Public Works requests approval for a Fifth Amendment to the City's agreement with Oregon Group Architects Inc. for professional design, engineering and construction administration services for the Safety Building renovations. This amendment is to include the extra services required to further develop the submitted plans and specifications for the Safety Building Chiller Replacement project for public bidding. The original intent was to solicit a proposal from the current Safety Building HVAC Improvements construction contractor for this work, however the pricing received was higher than anticipated and in an effort to be prudent with available funding, we will bid this work publically. This amendment also includes necessary design services to renovate five rooms on the fourth floor to add heating and cooling capabilities for material storage requirements.

This project is fully funded using the Facility Improvements fund. The current service agreement amount is $247,135.00. The Fifth Amendment, which totals $30,850.00, will increase the contract with Oregon Group Architects Inc. for the professional design, engineering, and construction administration services for Safety Building renovations to $277,985.00.

This agreement has been approved by the Department of Law as to form and correctness. A copy of the Fifth Amendment and the Certificate of Funds are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CD17-1682
CORD #5

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

____ New Contract ____ Renewal Contract X Change Order:

Contract Start Date	Upon Execution
Expiration Date	12/31/21
Original Commission Approval	$ 277,985.00
Initial Encumbrance	$ 247,135.00
Remaining Commission Approval	$ 30,850.00

Original CT/CF	CD17-1682
Increase Encumbrance	$ 30,850.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

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

Amount: $ 30,850.00

Fund Code 40003 (Fund) 6480 (Org) 1425 (Acct) - 54 (Prog) - XXXX (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: Oregon Group Architect Inc.

Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: The Fifth amendment is for professional design, engineering and construction administration services for the Safety Building renovations located at 335 W. Third St., Dayton, Ohio

Contact Person: Chatan Robinson | Public Works/Property Management (Department/Division) | 6/15/2020 (Date)

Originating Department Director's Signature: [signature] 6-17-2020

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

[signature]
Finance Director Signature — Date

[signature] — 06/19/2020 — CD17-1682
CF Prepared by — Date — CF/CT Number CORD #5

SA 06/18/2020

FIFTH AMENDMENT TO DESIGN SERVICES AGREEMENT

This Fifth Amendment to design services agreement, is entered into this ____ day of _____, 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Oregon Group Architects (hereinafter referred to as "Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, the Consultant produce drawings and specifications for the replacement of the chiller at the Safety Building; and,

WHEREAS, the Department of Public Works requested a construction proposal from the existing Safety Building HVAC Improvements (CT18-2103) contractor with pricing received higher than expected; and,

WHEREAS, in an effort to be prudent with the available funds and to receive the best possible price, it is now required to publically bid this scope of work as its own project, of which will require extra work to produce drawings and specifications for bid; and,

WHEREAS, in addition to the chiller replacement project, the Department of Police requested the need for existing rooms on the fourth floor to be renovated to have heating and cooling capabilities for material storage; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, The City and Consulatant hereby agree that:

Section 1. Under this Fifth Amendment, the Consultant shall perform the following additional engineering services:

a. Further develop the completed chiller replacement project drawings and specifications, including Division 1 and front end documents, to allow this scope of work to be publically bid as an individual project.
b. Assist with the bidding process to including answering questions, responding to and issuing addenda, attend a pre-bid site visit with proposed contractors, and review bids.
c. Additional construction administration services above and beyond what was included in the Fourth Amendment on February 26, 2020, based upon a six month construction schedule. This is to include reviewing and approving additonal pay applications, additional monthly progress meetings with meeting meetings, and additional monthly site visits.
d. For the fourth floor material storage HVAC renovations, the Consultant shall:
    a. Conduct an on-site visit to review the existing conditions.
    b. Evaluate options for heating and air conditioning systems for the five proposed rooms.
    c. Propose mechanical, electrical, and plumbing engineering as necessary for design-build package to receive a proposal from our current Saftey Building HVAC Improvements construction contractor.
    d. Propose thermally improved room enclosures and room finishes as necessary.
    e. Review the construction contractor's submittals.
    f. Assist with answering permit related questions from the City until permit is approved. Permit applications and fees will be provided by the construction contractor.

g. Continue construction adminstration services for this scope including answering RFI's, reviewing change orders, attend three additional progress meetings, two site visits during construction, and a punch list walk-thru.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Seventy-Seven Thousand Nine Hundred Eighty-Five Dollars and Zero Cents ($277,985.00) for the Services actually provided in accordance with this Agreement, as amended. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof. Payment for additional services being provided under this Amendment will be made as itemized in the document attached hereto as Exhibit A and which is incorporated herein.

Section 3. Article Three, Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Fifth Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2021, unless extended to a later date by a mutual written amendment to this Fifth Amendment or teminated according to Article 6 of the Agreement.

Section 4. Except as amended by this Fifth Amendment, the Agreement shall remain in full force and effect and shall remain unchanged.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Fifth Amendment as of the date first above written.

CITY OF DAYTON, OHIO

_____
City Manager

OREGON GROUP ARCHITECTS

_____

Title _____

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 20____

Min./Bk. _____ Pg. _____

_____
Clerk of the Commission

FIFTH AMENDMENT ITEMIZED COSTS (EXHIBIT A)				
Item Description	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**
Produce Drawings and Specifications for Chiller Public Bidding	LUMP	1	$8,350.00	$8,350.00
Fourth Floor HVAC Renovations for Material Storage	LUMP	1	$22,500.00	$22,500.00
				$30,850.00

City Manager's Report

6.

From 6480 - PW/Property Management

Date February 12, 2020

Expense Type Contract Modification

Total Amount $25,500.00 thru 12/31/2020

Supplier, Vendor, Company, Individual

Name Oregon Group Architects

Address 300 South Patterson Boulevard
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Safety Building Chiller Replacement	49012-6480-1153-54	$25,500.00

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

Description

DESIGN SERVICES FOR SAFETY BUILDING – FOURTH AMENDMENT

The Department of Public Works requests approval for a fourth amendment to the City's agreement with Oregon Group Architects for professional design, engineering and construction administration services for the Safety Building renovations. This amendment is recommended to include the design for the replacement of the existing chiller and cooling tower. During the existing Safety Building HVAC Improvements project, it was determined that the modular chiller and cooling tower were at the end of their useful lives and starting to fail. The Department of Public Works was recently awarded 2020 Capital Improvement Project funding to replace this equipment, and since Oregon Group Architects and their HVAC sub consultant are actively on site and familiar with the facility and project, we are requesting a fourth amendment to the contract to include the necessary design services to replace the chiller and cooling tower for continuity of services.

This project is fully funded using the Safety Building Chiller Replacement fund.
The current service agreement amount is $221,635.00. The Fourth Amendment, which totals $25,500.00, will increase the contract with Oregon Group Architects for the professional design, engineering, and construction administration services for Safety Building renovations to $247,135.00.

This agreement has been approved by the Department of Law as to form and correctness. A copy of the Fourth Amendment and the Certificate of Funds are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Rachella Lavender
~~Clerk~~

February 12, 2020
Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CD17-1682

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED** COR #4

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/20
Original Commission Approval	$ 247,135.00
Initial Encumbrance	$ 221,635.00
Remaining Commission Approval	$ 25,500.00

Required Documentation

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

Original CT/CF	CD17-1682
Increase Encumbrance	$ 25,500.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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

Amount: $ 25,500.00	Amount:
Fund Code 49012 (Fund) 6480 (Org) 1153 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Fund Code XXXXX (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 XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects, Inc.

Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
(Street City State Zipcode + 4)

Federal ID: 311043860

Commodity Code: 91815

Purpose: The fourth amendment is for the chiller and cooling tower design services at the Safety Building located at 335 W. Third St., Dayton, Ohio

Contact Person: Chatan Robinson | Public Works/Property Management (Department/Division) | 1/30/2020 (Date)

Originating Department Director's Signature: Thomas J. Kelso Jr.

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: 02/04/2020

CF Prepared by Jonita Williams — Date: 02/04/2020 — CF/CT Number: CD17-1682 COR #4

SA 02/04/2020

FOURTH AMENDMENT TO
DESIGN SERVICES AGREEMENT

This Fourth Amendment to design services agreement, is entered into this 26th day of February, 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Oregon Group Architects (hereinafter referred to as "Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, during construction it was determined that the existing modular chiller & roof top cooling tower are at the end of their useful lives; and,

WHEREAS, the Department of Public Works requested a 2020 Capital Improvement Project to replace the failing chiller and cooling tower; and,

WHEREAS, the Capital Improvement Board funding for the requested project; and,

WHEREAS, in an effort to maintain a continuity of services with the existing Consultant & their HVAC subconsultant; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, The City and Consulatant hereby agree that:

Section 1. Under this Fourth Amendment, the Consultant shall perform the following additional engineering services,

a. Conduct an on-site visit to review existing conditions.
b. Evaluate options for replacment including an air-cooled chiller versus water-cooled chiller & cooling tower.
c. Propose mechanical, electrical, and plumbing engineering as necessary for a design-build package to solicit a proposal from the existing contractor on the current Safety Building HVAC Improvements project.
d. Review the contractor's material submittals.
e. Assist with answering permit related questions from the City of Dayton Division of Building Inspection until the permit is approved.
f. Provide construction administration services for this additional work including answering RFI's, reviewing any change orders, attend two additional progress meetins, conduct two site visits during construction, and complete a final punchlist walk through at the completion of the work.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Forty-Seven Thousand One Hundred Thirty-Five Dollars and Zero Cents ($247,135.00) for the Services actually provided in accordance with this Agreement, as amended. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Fourth Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2020, unless extended to a later date by a mutual written amendment to this Fourth Amendment or teminated according to Article 6 of the Agreement.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Fourth Amendment as of the date first above written.

CITY OF DAYTON, OHIO

for City Manager

OREGON GROUP ARCHITECTS

Title PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

February 12, 2020

Min./Bk. I-14 Pg. _____

Clerk of the Commission

City Manager's Report

5.

From **5540 - PW/Property Management**

Date **December 4, 2019**

Expense Type **Contract Modification**

Total Amount **$13,250.00 thru 12/31/20**

Supplier, Vendor, Company, Individual

Name **Oregon Group Architects**

Address **300 South Patterson Boulevard**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2018 Facility Improvement Fund	49805-5540-1415-54	$13,250.00

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

Description

DESIGN SERVICES FOR SAFETY BUILDING - THIRD AMENDMENT

The Department of Public Works requests approval for a third amendment to the City's agreement with Oregon Group Architects for professional design, engineering and construction administration services for the Safety Building renovations. This amendment is recommended to include the design of a smoke detection system, access door locking system, and the removal of existing jail cell doors on the fourth floor. The existing Use and Occupancy Classification of the fourth floor is "Institutional Group I-3 Jail Use", however the existing use of this floor is currently utilized as "Moderate-Hazard Storage, Group S-1". In an effort to get the original fire alarm permit approved through the Division of Building Inspection for the Safety Building HVAC Improvements construction project, we must change the Use and Occupancy Classification to the appropriate Use and make necessary improvements based upon the findings from a variance request to the City of Dayton Board of Building Appeals on October 9, 2019. The additional work that has been performed, and to be performed, requires additional compensation.

This project is fully funded using the 2018 Facility Improvement Fund.

The current service agreement amount is $208,385.00. The Third Amendment, which totals $13,250.00, will increase the contract with Oregon Group Architects for the professional design, engineering, and construction administration services for Safety Building renovations to $221,635.00.

This agreement has been approved by the Department of Law as to form and correctness. A copy of the Third Amendment and the Certificate of Funds are attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

December 4, 2019
Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CD17-1682

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED** CORD #3

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/20
Original Commission Approval	$ 221,635.00
Initial Encumbrance	$ 208,385.00
Remaining Commission Approval	$ 13,250.00
Original CT/CF	CD17-1682
Increase Encumbrance	$ 13,250.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 13,250.00 Fund Code 49805 - 5540 - 1415 - 54 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: ____ Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: ____ Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: ____ Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects, Inc.

Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: The third amendment is for the replacement and renovation of the HVAC system, 4th floor remodel, fire alarm upgrade, elevator modernization and necessary electrical work in the Safety Building at 335 W. Third St., Dayton, Ohio

Contact Person: Chatan Robinson Public Works/Property Management 11/19/2019
Department/Division Date

Originating Department Director's Signature: Thomas J Robinson 11-20-19

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] 11/25/19
Finance Director Signature Date

Sonia Williams 11/25/19 CD17-1682
CF Prepared by Date CF/CT Number

SA 11/25/19 CORD #3

THIRD AMENDMENT TO
DESIGN SERVICES AGREEMENT

This Third Amendment to the Design Services Agreement, is entered into this 13th day of December, 2019 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and Oregon Group Architects ("Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, during construction the proposed fire alarm permit was denied due to the incorrect Use and Occupancy Classification of the fourth floor; and,

WHEREAS, the existing Use and Occupancy Classification of the fourth floor is "Institutional Group I-3 Jail Use" while this floor is currently utilized as "Moderate-Hazard Storage, Group S-1"; and,

WHEREAS, in an effort to get the fire alarm permit approved, it is required to change the Use and Occupancy Classfication of the fourth floor to reflect its current use; and,

WHEREAS, in an effort to change the Use and Occupancy Classification of the fourth floor, the Consultant appealed before the City of Dayton Board of Building Appeals on October 9, 2019 for a variance request; and,

WHEREAS, as a result of the City of Dayton Board of Building Appeals, the Consultant must revise the original construction drawings to add a smoke detection system throughout the entire floor and to install an access door locking system on several doors for safety concerns; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, The City and Consulatant hereby agree that:

Section 1. Article One, Services To Be Performed, is hereby deleted in its entirety and replaced with the following:

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall design the replacement and renovation of the HVAC system, 4th Floor remodel, fire alarm upgrade, elevator modernization, and necessary electrical work in the Safety Building at 335 W. Third Street, Dayton, Ohio, hereinafter referred to as the Project, described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response to the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.
Consultant shall perform and/or address the following as explicitly noted in Exhibits A and B:

A. Assess the condition of the building. Known issues are (not in priority order):

1. Existing Penthouse air handler heating coil not working and remaining parts of unit in a condition of needing replacement.
2. Air handler unit does not allow for variable speed control.

3. Removal of air handler and replacement of the air handler will require general construction work at Penthouse including compliance with OBC safety regulations.
4. Ductwork zoning system dampers not working and ductwork alterations unknown or needing alteration for proper air distribution.
5. Pneumatic control system leaking, the amount of thermostats still working is unknown and only partially operational. Elimination and removal of all pneumatic system is required.
6. No complete control system manages the heating and cooling mechanical equipment for all floors.
7. Penthouse east end heating unit for 4th Floor is not working.
8. Ground Floor package unit and 4 split package systems aging and using outdated refrigerant. Individual air conditioning units need to be replaced with an additional cooling loop off the chiller or a new single unit, possibly a heat pump, installed for cooling.
9. Existing fan coils need zoned by-pass. Currently entire system requires shut down to do individual fan coil work. Due to remodel some appear to be too large and some too small for the spaces they condition.
10. Safety Building electrical distribution system needs analysis to determine if more efficiency, even distribution and better dedication of circuits can be achieved.
11. Existing elevator machinery, motors, controls, cabs, etc.

B. Deliverables:

1. Consultants shall include a preliminary estimate for Penthouse air handler replacement, ductwork modifications, safety enhancements, digital control system, bypass system installation for fan coil units, replacement of all fan coil units including two in ceiling of the Records Section, and Ground Floor replacement of split package systems.
2. Analysis of the building's entire heating and cooling system and recommendation of how to incorporate Ground Floor systems.
3. Documentation of existing ductwork with wall locations, dampers, diffusers, returns, etc. located on the plans. While the main trunks remain mostly intact the smaller duct runs have been altered over the years due to numerous remodels but no documentation was done.
4. Prepare plans of all floors indicating changes to ductwork, where changes are made to water piping and new valve locations.
5. Design and specifications for the new penthouse air handler.
6. Design and specification for modification to electrical distribution system.
7. Provide construction documents for the removal of building components, method of transportation into Penthouse and rebuilding for installation of new air handler.
8. Specify a non-propriety digital control system that can be accessed remotely for complete building mechanical operation.
9. Create As-Built Drawings of the Existing Facility
10. Ohio Building Code and Ohio Elevator Code Review
11. Architectural Permit Drawings
12. Elevator Cab Interior Design with Finish Selections
13. Elevator Structural Engineering Permit Drawings
14. Plumbing, Mechanical and Electrical Engineering Permit Drawings
15. Additional Architectural Interior Elevations and Details as Necessary
16. Answer Building Permit Related Questions from City of Dayton Building Department and Ohio Bureau of Industrial Compliance.
17. Within six (6) weeks from start of contract successful proposer shall have analyzed existing building systems and present recommendations on how to proceed to City's Division of Facilities Management staff. Recommendation shall include Project's preliminary estimate of cost. Preliminary design review floor plans shall be provided. Additional eight (8) weeks for 50% review; six (6) weeks for 90% review. Consultant shall coordinate final construction documents with engineering department prior to issuing for bidding.
18. Consultant shall provide construction administration services including onsite inspection for verification that work is done in compliance with contract documents, answer questions concerning work, shop drawing review, job meetings, recommendations to owner concerning changes to

contractor(s) contract, address City concerns about workmanship and equipment warrantee periods, review and approve accuracy of "as built" documents prior to turn over to City.
19. Design for the replacement of the building generator.
20. Alter the architectural & MEP drawings to separate into two (2) projects.
21. Additional construction administration for two (2) separate projects.
22. Further code review based on Board of Building Appeals decision.
23. Create fourth floor proposed smoke detector plans.
24. Create a proposed door access system design and coordinate new system with existing system in the building.
25. Tie the proposed fourth floor door access system to the fire alarm system, emergency power, and provide remote control panel at attended station.
26. Create proposed plans with door, gate, and jail cell modifications necessary for ADAAG (Americans with Disabilities Act Accessible Guidelines) accessibility compliance.
27. Provide a letter calculating the estimated costs of accessibility improvements and indicate disproportionate costs of alterations as discussed at the October 9, 2019 Board of Building Appeals hearing.
28. Answer building permit related questions from the City of Dayton Division of Building Inspection until the permit is approved.
29. Continue construction administration services for this scope of work including additional bi-weekly progress meetings until early March.

All plans and drawings shall become the property of the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation. The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.
In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Twenty-One Thousand Six Hundred Thirty-Five Dollars and Zero Cents ($221,635.00) for the Services actually provided in accordance with this Agreement, as amended. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Third Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2020, unless extended to a later date by a mutual written amendment to this Third Amendment or teminated according to Article 6 of the Agreement.

Section 4. Except as amended by this Third Amendment, all terms, covenants and conditions contained within the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Third Amendment as of the date first above written

CITY OF DAYTON, OHIO

for City Manager

OREGON GROUP ARCHITECTS

Title PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

December 4, 2019

Min./Bk. I-14 Pg. 0037

Rachella Lavender

Clerk of the Commission

City Manager's Report

4.

From 5540 - PW/Property Management

Date November 28, 2018

Expense Type Contract Modification

Total Amount $33,435.00 thru 12/31/2020

Supplier, Vendor, Company, Individual

Name Oregon Group Architects

Address 300 South Patterson Boulevard
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2018 Facility Improvement Fund	49805-5540-1415-54	$33,435.00

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

Description

DESIGN SERVICES FOR SAFETY BUILDING - SECOND AMENDMENT

The Department of Public Works requests approval for a second amendment to the City's agreement with Oregon Group Architects for professional design, engineering and construction administration services for Safety Building renovations. This amendment is recommended to include the design of the existing building generator to be replaced and upgraded to handle the capacity for the additional load from the emergency services on the new elevators. This amendment also includes the additional time and compensation to alter and split the original architectural & MEP drawings into two projects and for additional construction administration costs for two projects. Initially this project was bid with both trades together ("HVAC and Elevator Improvements"). One bid was received for this project and it was over the engineer's estimate of cost. In an effort to have a successful re-bid, it was determined that an elevator contractor would not want to act as the prime for the HVAC improvements, and vice versa. The additional work that has been performed, and to be performed requires additional compensation, which has been negotiated.

This project is fully funded using the 2018 Facility Improvement Fund.

The current service agreement amount is $174,950.00. The Second Amendment, which totals $33,435.00, will increase the contract with Oregon Group Architects for the professional design, engineering, and construction administration services for Safety Building renovations to $208,385.00.

This agreement has been approved by the Department of Law as to form and correctness. A copy of the Second Amendment and the Certificate of Funds are attached.

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

November 28, 2018
Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS CD17-1682

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED** CORD 2

_____ New Contract _____ Renewal Contract X Change Order

Contract Start Date	04/12/17
Expiration Date	12/31/20
Original Commission Approval	$ 208,385.00
Initial Encumbrance	$ 174,950.00
Remaining Commission Approval	$ 33,435.00
Original CT/CF	
Increase Encumbrance	$ 33,435.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

_____ Copy of orignal City Manager's Report
_____ Copy of Original Certificate of Funds

Amount: $ 33,435.00 Fund Code 49805 (Fund) 5540 (Org) - 1415 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)	Amount: _____ Fund Code XXXXX (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 XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects

Vendor Address: Attn: Kyle Zepernick 300 S. Patterson Blvd., Dayton, OH 45402
Street City State Zipcode + 4

Federal ID: 311043860

Commodity Code: 91815

Purpose: The second amendment is to design for the replacement of the building generator, alter the architectural & MEP drawings to separate into two (2) projects and cover additional construction administration for two (2) separate projects at the Safety Bldg, 335 W. Third St., Dayton, Ohio. The amendment also extends the term of the contract from 12/31/18 to 12/31/20.

Contact Person: Chatan Robinson Public Works/Property Management (Department/Division) 11/14/2018 (Date)

Originating Department Director's Signature: Thomas J. Stokes Jr. 11-15-18

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] 11/19/2018
Finance Director Signature Date

Aaron J. Sonnenburg 11-19-2018 CD17-1682
CF Prepared by Date CF/CT Number

CORD 2

SA 11/19/18

SECOND AMENDMENT TO DESIGN SERVICES AGREEMENT

This Second Amendment to Design Services Agreement, is entered into this 7 day of December, 2018 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, ("City") and Oregon Group Architects ("Consultant").

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, the First Amendment to the Design Services Agreement was entered into on November 15, 2017; and,

WHEREAS, the City desires additional work to be performed by Consultant; and,

WHEREAS, the City and Consultant agree that the additional work will require additonal compensation to be paid to the Consultant.

NOW, THEREFORE, the City and Consulatant hereby agree to amend the Agreement as follows:

Section 1. Article One, Services To Be Performed, is hereby deleted in its entirety and replaced with the following:

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall design the replacement and renovation of the HVAC system, 4th Floor remodel, fire alarm upgrade, elevator modernization, and necessary electrical work in the Safety Building at 335 W. Third Street, Dayton, Ohio, hereinafter referred to as the Project, described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response to the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.
Consultant shall perform and/or address the following as explicitly noted in Exhibits A and B:

A. Assess the condition of the building. Known issues are (not in priority order):

1. Existing Penthouse air handler heating coil not working and remaining parts of unit in a condition of needing replacement.
2. Air handler unit does not allow for variable speed control.
3. Removal of air handler and replacement of the air handler will require general construction work at Penthouse including compliance with OBC safety regulations.

4. Ductwork zoning system dampers not working and ductwork alterations unknown or needing alteration for proper air distribution.
5. Pneumatic control system leaking, the amount of thermostats still working is unknown and only partially operational. Elimination and removal of all pneumatic system is required.
6. No complete control system manages the heating and cooling mechanical equipment for all floors.
7. Penthouse east end heating unit for 4th Floor is not working.
8. Ground Floor package unit and 4 split package systems aging and using outdated refrigerant. Individual air conditioning units need to be replaced with an additional cooling loop off the chiller or a new single unit, possibly a heat pump, installed for cooling.
9. Existing fan coils need zoned by-pass. Currently entire system requires shut down to do individual fan coil work. Due to remodel some appear to be too large and some too small for the spaces they condition.
10. Safety Building electrical distribution system needs analysis to determine if more efficiency, even distribution and better dedication of circuits can be achieved.
11. Existing elevator machinery, motors, controls, cabs, etc.

B. Deliverables:

1. Consultants shall include a preliminary estimate for Penthouse air handler replacement, ductwork modifications, safety enhancements, digital control system, bypass system installation for fan coil units, replacement of all fan coil units including two in ceiling of the Records Section, and Ground Floor replacement of split package systems.
2. Analysis of the building's entire heating and cooling system and recommendation of how to incorporate Ground Floor systems.
3. Documentation of existing ductwork with wall locations, dampers, diffusers, returns, etc. located on the plans. While the main trunks remain mostly intact the smaller duct runs have been altered over the years due to numerous remodels but no documentation was done.
4. Prepare plans of all floors indicating changes to ductwork, where changes are made to water piping and new valve locations.
5. Design and specifications for the new penthouse air handler.
6. Design and specification for modification to electrical distribution system.
7. Provide construction documents for the removal of building components, method of transportation into Penthouse and rebuilding for installation of new air handler.
8. Specify a non-propriety digital control system that can be accessed remotely for complete building mechanical operation.
9. Create As-Built Drawings of the Existing Facility
10. Ohio Building Code and Ohio Elevator Code Review
11. Architectural Permit Drawings
12. Elevator Cab Interior Design with Finish Selections
13. Elevator Structural Engineering Permit Drawings
14. Plumbing, Mechanical and Electrical Engineering Permit Drawings
15. Additional Architectural Interior Elevations and Details as Necessary

16. Answer Building Permit Related Questions from City of Dayton Building Department and Ohio Bureau of Industrial Compliance.
17. Within six (6) weeks from start of contract successful proposer shall have analyzed existing building systems and present recommendations on how to proceed to City's Division of Facilities Management staff. Recommendation shall include Project's preliminary estimate of cost. Preliminary design review floor plans shall be provided. Additional eight (8) weeks for 50% review; six (6) weeks for 90% review. Consultant shall coordinate final construction documents with engineering department prior to issuing for bidding.
18. Consultant shall provide construction administration services including onsite inspection for verification that work is done in compliance with contract documents, answer questions concerning work, shop drawing review, job meetings, recommendations to owner concerning changes to contractor(s) contract, address City concerns about workmanship and equipment warrantee periods, review and approve accuracy of "as built" documents prior to turn over to City.
19. Design for the replacement of the building generator.
20. Alter the architectural & MEP drawings to separate into two (2) projects.
21. Additional construction administration for two (2) separate projects.

All plans and drawings shall become the property of the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation. The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment. In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

Section 2. Article Two, Compensation, is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Eight Thousand Three Hundred Eighty - Five Dollars and Zero Cents ($208,385.00) for the Services actually provided in accordance with this Agreement, as amended. Consultant may submit invoices to City monthly for services actually provided. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

Section 3. Article Three, Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Second Amendment shall commence upon execution by the City and shall terminate automatically on December 31, 2020, unless extended to a later date by a mutual written amendment to this Second Amendment or teminated according to Article 6 of the Agreement.

Section 4. Except as amended by this Second Amendment, all terms, covenants and conditions contained within the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Second Amendment as of the date first written above.

THE CITY OF DAYTON, OHIO

for City Manager

OREGON GROUP ARCHITECTS

By:_____

Print:_____

Its:_____

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

November 28, 2018

Min. Bk. I-15 Pg. ____

Clerk of the Commission

CERTIFICATE OF FUNDS

CD17-1682 CORD#1

SECTION I - to be completed by User Department

___ New Contract ___ Renewal Contract X Change Order

Contract Start Date	10/11/17
Expiration Date	12/31/18
Original Commission Approval	$ 95,000.00
Initial Encumbrance	$ 95,000.00
Remaining Commission Approval	$ -

Required Documentation

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

Original CT/CF	
Increase Encumbrance	$ 79,950.00
Decrease Encumbrance	$ -
Remaining Commission Approval	

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

Amount: $ 79,950.00

1. Fund Code 49215 (Fund) - 5540 (Org) 1415 (Acct) - 54 (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

2. Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XXX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

3. Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XXX (Prog) - XXXX (Act) - XXXX (Loc)

Amount:

4. Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XXX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Oregon Group Architects

Vendor Address: Attn: Kyle Zepernick300 S. Patterson Blvd Dayton OH 45402
(Street City State Zipcode + 4)

Federal ID: 311043860

Commodity Code: 91815

Purpose: Design Services for engineering, designing and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio

Contact Person: Joey Shope Central Services/Director's Office (Department/Division) 9/28/2017 (Date)

Originating Department Director's Signature: [signature] Sep 29, 2017

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 10-10-17 (Date)

Melissa Reynolds
CF Prepared by 10/9/17 (Date) CD17-1682 CORD#1 (CF/CT Number)

City Manager's Report

3.

From 5540 - CS/Property Management

Date October 18, 2017

Expense Type Service Agreement

Total Amount $79,950.00(thru 12/31/18)

Supplier, Vendor, Company, Individual

Name Oregon Group Architects

Address 300 S. Patterson Blvd
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Capital Fund	49215-5540-1415-54	$79, 950.00

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

Description

The Department of Central Services recommends approval of a first amendment to the City's agreement with Oregon Group Architects for professional design, engineering and construction administration services for Safety Building renovations. This amendment is recommended to add modernization of Safety Building elevators to the scope of services to be performed. This amendment increases the previously authorized amount of $95,000.00 by $79,950.00 for a total not to exceed $174,950.00 and therefore requires City Commission approval.

The existing agreement with Oregon Group Architects is based upon the City's competitive Request for Proposals (RFP) process. The recommendation to amend the existing agreement to add elevator modernization design services will expedite the completion of this work and help ensure its appropriate sequencing into the overall renovation work scope and design. Therefore, this first amendment was negotiated.

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

This Agreement shall commence upon execution by the City, and shall terminate upon completion, or on December 31, 2018.

A Certificate of Funds in the amount of $79,950.00 is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

October 18, 2017
Date

FORM NO. MS-16

Updated 8/2016

FIRST AMENDMENT TO, CENTRAL SERVICES DESIGN SERVICES AGREEMENT

THIS FIRST AMENDMENT TO DESIGN SERVICES AGREEMENT ("Agreement"), is entered into this 15 day of November, 2017 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (hereinafter referred to as "City") and Oregon Group Architects. (hereinafter referred to as "Consultant").

WITNESSETH THAT:

WHEREAS, City and Consultant entered into an Agreement on April 12, 2017 for engineering, design, and construction administration services for the Safety Building at 335 W. Third Street, Dayton, Ohio; and,

WHEREAS, City has a need for additional work to be performed by Contractor; and,

WHEREAS, Contractor has agreed to perform the additional work; and ,

WHEREAS, City and Contractor agree that the additional work will require additional compensation to be paid to Contractor.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. **Section 1.** Article One, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall design the replacement and renovation of the HVAC system, 4th Floor remodel, fire alarm upgrade, elevator modernization, and necessary electrical work in the Safety Building at 335 W. Third Street, Dayton, Ohio, hereinafter referred to as the Project, described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response to the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.
Consultant shall perform and/or address the following as explicitly noted in Exhibits A and B:

A. Assess the condition of the building. Known issues are (not in priority order):

1. Existing Penthouse air handler heating coil not working and remaining parts of unit in a condition of needing replacement.
2. Air handler unit does not allow for variable speed control.

3. Removal of air handler and replacement of the air handler will require general construction work at Penthouse including compliance with OBC safety regulations.
4. Ductwork zoning system dampers not working and ductwork alterations unknown or needing alteration for proper air distribution.
5. Pneumatic control system leaking, the amount of thermostats still working is unknown and only partially operational. Elimination and removal of all pneumatic system is required.
6. No complete control system manages the heating and cooling mechanical equipment for all floors.
7. Penthouse east end heating unit for 4th Floor is not working.
8. Ground Floor package unit and 4 split package systems aging and using outdated refrigerant. Individual air conditioning units need to be replaced with an additional cooling loop off the chiller or a new single unit, possibly a heat pump, installed for cooling.
9. Existing fan coils need zoned by-pass. Currently entire system requires shut down to do individual fan coil work. Due to remodel some appear to be too large and some too small for the spaces they condition.
10. Safety Building electrical distribution system needs analysis to determine if more efficiency, even distribution and better dedication of circuits can be achieved.
11. Existing elevator machinery, motors, controls, cabs, etc.

B. Deliverables:

1. Consultants shall include a preliminary estimate for Penthouse air handler replacement, ductwork modifications, safety enhancements, digital control system, bypass system installation for fan coil units, replacement of all fan coil units including two in ceiling of the Records Section, and Ground Floor replacement of split package systems.
2. Analysis of the buildings entire heating and cooling system and recommendation of how to incorporate Ground Floor systems.
3. Documentation of existing ductwork with wall locations, dampers, diffusers, returns, etc. located on the plans. While the main trunks remain mostly intact the smaller duct runs have been altered over the years due to numerous remodels but no documentation was done.
4. Prepare plans of all floors indicating changes to ductwork, where changes are made to water piping and new valve locations.
5. Design and specifications for the new penthouse air handler.
6. Design and specification for modification to electrical distribution system.
7. Provide construction documents for the removal of building components, method of transportation into Penthouse and rebuilding for installation of new air handler.
8. Specify a non-propriety digital control system that can be accessed remotely for complete building mechanical operation.
9. Create As-Built Drawings of the Existing Facility
10. Ohio Building Code and Ohio Elevator Code Review
11. Architectural Permit Drawings
12. Elevator Cab Interior Design with Finish Selections
13. Elevator Structural Engineering Permit Drawings

14. Plumbing, Mechanical and Electrical Engineering Permit Drawings
15. Additional Architectural Interior Elevations and Details as Necessary
16. Answer Building Permit Related Questions from City of Dayton Building Department and Ohio Bureau of Industrial Compliance
17. Within six (6) weeks from start of contract successful proposer shall have analyzed existing building systems and present recommendations on how to proceed to City's Division of Facilities Management staff. Recommendation shall include Project's preliminary estimate of cost. Preliminary design review floor plans shall be provided. Additional eight (8) weeks for 50% review; six (6) weeks for 90% review. Consultant shall coordinate final construction documents with engineering department prior to issuing for bidding.
18. Consultant shall provide construction administration services including onsite inspection for verification that work is done in compliance with contract documents, answer questions concerning work, shop drawing review, job meetings, recommendations to owner concerning changes to contractor(s) contract, address City concerns about workmanship and equipment warrantee periods, review and approve accuracy of "as built" documents prior to turn over to City.

All plans and drawings shall become the property of the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation. The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment. In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

2. **Section 2.** Article Two, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed One Hundred Seventy-Four Thousand Nine Hundred Fifty Dollars ($174,950.00) for the Services actually provided in accordance with the Agreement, as amended. Payment for the Services shall be based upon the total project price submitted in the Proposal, attached hereto as Exhibit B, and in the Proposal for the Additional Work, dated July 5, 2017, attached hereto as Exhibit C. Consultant may submit invoices to City for partial payment on a monthly basis.

3. **Section 3.** Except as modified by this First Amendment, the Agreement between the City and Consultant shall remain unchanged and in full force and effect.

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

THE CITY OF DAYTON, OHIO

City Manager

OREGON GROUP ARCHITECTS

By: _____

Print: KYLE ZERGNICK

Its: PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

October 18, 2017

Min. Bk. I-15 Pg. 0062

Clerk of the Commission

BACK

City Manager's Report

4.

From 6410 - Public Works Director

Date July 1, 2020

Expense Type Award of Contract

Total Amount $64,357.75 thru 10/30/2021

Supplier, Vendor, Company, Individual

Name L. J. Deweese Co., Inc.

Address 3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Fund Source(s)	Fund Code(s)	Fund Amount(s)
FEMA Costs & Reimb General Fund	28108-6410-1424-54	$64,357.75

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

Description

CITYWIDE SIDEWALK REPAIRS DUE TO TORNADO DAMAGE REBID (OPEN MARKET)

This project shall replace damaged sidewalk, curb, and pavement at various locations citywide that was damaged by the May 27-28, 2019 tornadoes. There are eleven different locations that had various infrastructure damage: Fire Station 8 on Stanley Avenue, three locations on Macready Avenue, one location on Paw Paw Avenue, three locations on Wonderview Avenue, and three locations on Blackwood Road.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, L.J. Deweese Co., Inc., in the amount of 64,357.75. The estimated cost for the project was $77,275.00. The time bid for completion is October 30, 2020.

This project is being funded using the FEMA Costs & Reimbursements Grant.

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

CERTIFICATE OF FUNDS CT20-2604

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	October 30, 2021
Original Commission Approval	$ 64,357.75
Initial Encumbrance	$ 64,357.75
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: $64,357.75	**Amount:**
Fund Code 28108 (Fund) 6410 (Org) - 1424 (Acct) - 54 (Prog) - (Act) - (Loc)	Fund Code (Fund) (Org) (Acct) (Prog) (Act) - (Loc)
Amount:	
Fund Code (Fund) (Org) (Acct) (Prog) (Act) (Loc)	(Fund) (Org) (Acct) (Prog) (Act) - (Loc)

Attach additional pages for more FOAPALs

Vendor Name: L.J. Deweese Co. Inc. (937) 440-1736

Vendor Address: 3616 Tipp-Cowlesville Rd. (Street) Tipp City (City) OH (State) 45371 (Zipcode + 4)

Federal ID: 31-0602186

Commodity Code: 96800

Purpose: Citywide Sidewalk Repairs Due To Tornado Damage Rebid (Open Market)

Contact Person: Frederick M. Stovall, Director | Public Works/Directors (Department/Division) | 333-4071 (Phone Number)

Originating Department Director's Signature: F M Stovall 6-17.2020 (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 06/23/2020 (Date)

Tonia Williams 06/23/2020 (Date) CT20-2604 (CF/CT Number)

CF Prepared by

S.A 06/23/2020

DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

PROPOSAL TABULATION FOR:

Citywide Sidewalk Repairs du to Tornado Damage Rebid

Bid Opening Date:	**Engineer's Estimate:**	**Estimated Time of Completion:**
June 11, 2020	$77,275.00	30-Oct-20

Bidders	**Actual Amount of Bid**	**Adjustment for Work Days**	**Adjustment for Comparison Purposes Only**
*** L.J. Deweese Co., Inc.**	$64,357.75	$0.00	$64,357.75
Belgray, Inc.	$64,532.63	$0.00	$64,532.63

*** RECOMMENDED FOR AWARD**

ITEM NO.	DESCRIPTION	UNIT	227 Blackwood	242 Blackwood	325 Blackwood	2636 Stanley	105 Macready	134 Macready	37 Macready	22 Paw Paw	3462 Wonderview	3465 Wonderview	3422 Wonderview
201	Stump Removed, Size 6" to 18"	EA	1										1
201	Stump Removed, Size 18" to 30"	EA				3		1				1	
201	Stump Removed, Over 30"	EA		1	1	1	1		1	1	1		
201	Tree Removed, Over 30"	EA										1	
202	Concrete Driveway Removed	S.F.		22	192		115.5						
202	Curb Removed	L.F.		27				11	10				
202	Pavement Removed (Asphalt on Concrete)	S.Y.		14	2		2	1.25	1		2.75		
202	Sidewalk Removed	S.F.	65	155	110	465	115	100	125	75	96	235	32
203	Embankment	C.Y.	2	5	2	5		2	2			2	
203	Excavation (Undercut)	C.Y.											
207	Curb Inlet Protection	EA	1							1			
304	Aggregate Base	C.Y.											
305	Concrete Base (6")	S.Y.		14	2		2	1.25	1		2.75		
407	Tack Coat (.1GAL/SY)	GAL		1.5	0.5		0.5	0.5	0.5		0.5		
ODOT 441	Asphalt Concrete Surface Course, Type 1, Medium (448)	TON		2.5	0.5		0.5	0.5	0.5		0.5		
453	Concrete Driveway, Class "MS" Concrete	S.F.		22	192		115.5						
608	Concrete Walk, 4"	S.F.	65	155	110	465	115	100	125	75	96	235	32
609	Curb, Type Straight and Circular, Nonreinforced Barrier and/or Combination Curb and Gutter	L.F.		27				11	10				
614	Maintaining Traffic	LUMP											
653	Topsoil Furnished and Placed	C.Y.	2	3	1	6	1	2	1	1	1	2	3
659	Hydroseeding and Mulching, Including Fertilizer	S.Y.	5	21	10	53	9	12	9	5	3	15	24
827	Downspout Drain	L.F.		10									
836	Catch Basin Adjusted to Grade	EA								1			

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Citywide Sidewalk Repairs- Tornado Damage

Bidder L.J. DeWeese Co., Inc.

3616 Tipp-Cowlesville Rd.

Tipp City, Ohio 45371

Citywide Sidewalk Repairs due to Tornado Damage Rebid (#7069280)
Owner: Dayton OH, City of
Solicitor: Dayton OH, City of
06/11/2020 12:00 PM EDT

Section	Line	Item Code	Item Description	UofM	Quantity	L.J. DeWeese Co., Inc. Unit Price	Extension
Citywide Sidewalk Repairs due to Tornado Damage Rebid Base Bid							$64,357.75
	1	201	Stump Removed, Size 6" to 18"	EA	2	$300.00	$600.00
	2	201	Stump Removed, Size 18" to 30"	EA	5	$300.00	$1,500.00
	3	201	Stump Removed, Over 30"	EA	7	$300.00	$2,100.00
	4	201	Tree Removed, Over 30"	EA	1	$1,000.00	$1,000.00
	5	202	Concrete Driveway Removed	S.F.	329.5	$3.50	$1,153.25
	6	202	Curb Removed	L.F.	48	$14.00	$672.00
	7	202	Pavement Removed (Asphalt on Concrete)	S.Y.	23	$36.00	$828.00
	8	202	Sidewalk Removed	S.F.	1573	$3.50	$5,505.50
	9	203	Embankment	C.Y.	20	$50.00	$1,000.00
	10	203	Excavation (Undercut)	C.Y.	15	$75.00	$1,125.00
	11	207	Curb Inlet Protection	EA	2	$150.00	$300.00
	12	304	Aggregate Base	C.Y.	40	$75.00	$3,000.00
	13	305	Concrete Base (6")	S.Y.	23	$60.00	$1,380.00
	14	407	Tack Coat (.1GAL/SY)	GAL	4	$10.00	$40.00
	15	ODOT 441	Asphalt Concrete Surface Course, Type 1, Medium (4	TON	5	$200.00	$1,000.00
	16	453	Concrete Driveway, Class "MS" Concrete	S.F.	329.5	$12.00	$3,954.00
	17	608	Concrete Walk, 4"	S.F.	1573	$10.00	$15,730.00
	18	609	Curb, Type Straight and Circular, Nonreinforced Barri	L.F.	48	$40.00	$1,920.00
	19	614	Maintaining Traffic	LUMP	1	$17,550.00	$17,550.00
	20	653	Topsoil Furnished and Placed	C.Y.	23	$80.00	$1,840.00
	21	659	Hydroseeding and Mulching, Including Fertilizer	S.Y.	166	$10.00	$1,660.00
	22	827	Downspout Drain	L.F.	10	$10.00	$100.00
	23	836	Catch Basin Adjusted to Grade	EA	1	$400.00	$400.00
Base Bid Total:							$64,357.75

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 L.J. DeWeese Co., Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Kristen Dilbone, President

Jeremy Hench, Vice-President

Home Office Address 3616 Tipp-Cowlesville Rd., Tipp City, Ohio 45371

Local Address Same

Telephone (937) 440-1736 Fax (937) 440-0745

E-mail kldilbone@yahoo.com

Federal I.D.# 31-0602186

Dated this 11 day of June , 20 20

Bidder: Kristen Dilbone

Digitally signed by Kristen Dilbone
Date: 2020.06.09 09:48:07 -04'00'

(Person, Firm, or Corporation)

By: Kristen Dilbone

Title: President

SURETY 2000 INSURANCE DOCUMENT MANAGER

Insurance Document Management System 3.0

Bond Number: SOH20205507

Contractor Information

Principal: L J DeWeese Co. Inc
Address: 3616 Tipp-Cowlesville Rd Tipp City Ohio 45371 United States

Owner/Obligee Information

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

Bond Information

Surety: Western Surety Company
Bid Date: 6/11/2020
Estimated Contract Price: 100000
Time For Completion: 10/30/2020
Liquidated Damages:
Estimated Work On Hand:
Amount of Bid Security: 100000
Contract # or IFB #: 7069280
Description of Job: Citywide Sidewalk Repairs
Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10
Bid Security Maximum: 100000
Owner Assigned Contractor Number:6596932

Primary Agency:

Arnold Insurance Agency Inc
Power of Attorney Limited to: unlimited
Executed
Entered By: Mark Arnold - 5/26/2020 2:14:52 PM ET
Approved & Executed By:

Mark Arnold

Mark Arnold (Signed: 26-May-2020 02:14 PM EDT (UTC-04:00))
Signature Information

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

© S2000, Inc.

Document ID: S2000-1001052854

SURETY 2000 INSURANCE DOCUMENT MANAGER — Insurance Document Management System 3.0

Bond Number: SOH20205507

Contractor Information

Principal: L J DeWeese Co. Inc
Address: 3616 Tipp-Cowlesville Rd Tipp City Ohio 45371 United States

Owner/Obligee Information

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

Bond Information

Surety: Western Surety Company
Bid Date: 6/11/2020
Estimated Contract Price: 100000
Time For Completion: 10/30/2020
Liquidated Damages:
Estimated Work On Hand:
Amount of Bid Security: 100000
Contract # or IFB #: 7069280
Description of Job: Citywide Sidewalk Repairs
Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10
Bid Security Maximum: 100000
Owner Assigned Contractor Number:6596932

Primary Agency:

Arnold Insurance Agency Inc
Power of Attorney Limited to: unlimited
Executed
Entered By: Mark Arnold - 5/26/2020 2:14:52 PM ET
Approved & Executed By:

Mark Arnold

Mark Arnold (Signed: 26-May-2020 02:14 PM EDT (UTC-04:00))
Signature Information

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© S2000, Inc.

Document ID: S2000-1001052854

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	$	1,943,152,245
Stocks		27,166,227
Cash, cash equivalents, and short-term investments		27,903,793
Receivables for securities		-
Investment income due and accrued		17,854,019
Premiums and considerations		56,706,652
Amounts recoverable from reinsurers		1,307,522
Current federal and foreign income tax recoverable and interest thereon		2,678,469
Net deferred tax asset		11,798,536
Receivable from parent, subsidiaries, and affiliates		12,821,583
Other assets		601
Total Assets	$	2,101,389,646

LIABILITIES AND SURPLUS

Losses	$	206,051,147
Loss adjustment expense		52,124,445
Commissions payable, contingent commissions and other similar charges		9,862,381
Other expenses (excluding taxes, license and fees)		3,624
Taxes, License and fees (excluding federal and foreign income taxes)		3,875,999
Federal and foreign income taxes payable		-
Unearned premiums		248,521,840
Advance premiums		6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)		1,673,524
Amounts withheld or retained by company for account of others		5,332,206
Provision for reinsurance		290,516
Payable to parent, subsidiaries and affiliates		2,905
Payable on security transactions		-
Other liabilities		97,836
Total Liabilities	$	533,948,430

Surplus Account:			
Common stock	$ 4,000,000		
Gross paid in and contributed surplus	280,071,837		
Unassigned funds	1,283,369,380		
Surplus as regards policyholders		$	1,567,441,217
Total Liabilities and Capital		$	2,101,389,646

I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By _____
Senior Vice President

Subscribed and sworn to me this 11 day of March 2020
My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 24, 2021

By _____
Notary Public

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 03/24/2020

Effective 04/02/2020

Expires 04/01/2021

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

WESTERN SURETY COMPANY

of South Dakota 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)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31,2019 that it has admitted assets in the amount of $2,101,389,646, liabilities in the amount of $533,948,430, and surplus of at least $1,567,441,217.

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

BID BOND

Amount $ _____

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of _____ Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,

_____

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

Signed at Dayton, Ohio, this _____ day of _____ , 20_____

_____

_____
Bidder

_____

_____
Surety

_____
Name of Insurance Agency

_____
Address of Insurance Agency

Telephone_____ FAX_____

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, Kristen Dilbone, President hereby certify that
(print name – an Officer of the company)

L.J. DeWeese Co., 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: Kristen Dilbone Digitally signed by Kristen Dilbone Date: 2020.06.09 09:48:55 -04'00'
(signature)

Title: President

Date: June 11, 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.

SRA- Medical

401(k)- Retirement

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

N/A

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

None

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

None

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

None

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:

Kristen Dilbone, President being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of L.J. DeWeese Co., 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: Kristen Dilbone Digitally signed by Kristen Dilbone Date: 2020.06.09 09:50:58 -04'00'

Title: President

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY OF Miami)

Kristen Dilbone, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
L.J. DeWeese Co., 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.

Kristen Dilbone Digitally signed by Kristen Dilbone Date: 2020.06.09 09:51:38 -04'00'
SIGNED

President
TITLE

BACK

City Manager's Report

5.

From 3210 - Aviation/AP Admin & Finance

Date July 1, 2020

Expense Type Lease Agreement

Supplier, Vendor, Company, Individual

Total Amount $65,539.80 thru 7/01/2023

Name Griffin Farms

Address Gregory D. Griffin
6100 Diamond Mill Rd.
Germantown, Ohio 45327

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3217-23151-43	$65,539.80

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

Description

GRIFFIN FARMS LEASE AGREEMENT - DAYTON-WRIGHT BROTHERS AIRPORT

The Department of Aviation requests permission to enter into a Lease Agreement with Griffin Farms for the lease of land at the Dayton-Wright Brothers Airport ("Airport"). In the agreement, the lessee agrees to plant an herbicide resistant (aka Round-Up Ready) bean crop on approximately 127.2 acres of farmable real property located on certain areas of the Airport.

The Lease Agreement is for a period of three (3) years commencing on July 1, 2020 and terminating on July 1, 2023.

The rental rate for the 127.2 acres is $171.75 per acre/per year for a total annual rental of $21,846.60. $6,554.00 is payable on July 15, and the remaining $15,292.60 is payable on November 15. The total three-year contract amount is $65,539.80. The attached contract has been approved by the Law Department for form and correctness. A Certificate of Revenue is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Griffin Farms

Address Attn: Greg Griffin 6100 Diamond Mill Rd.

City Germantown State OH Zip+4 45327 -

Customer # @00000140 Address Location #

Federal ID# [redacted]

Revenue Information: Fund 51000 Organization 3217 Revenue 23151 Program 43

Contract Information: Contract Start Date 7/1/2020 Contract Expiration Date 7/1/2023

Billing Information: Rate: See Below Arrears x Pre-bill X

Monthly (1st month of billing)

Quarterly (1st month of quarter)

Semi-annual (1st month of half) July 15 - $6,554.00 & November 15 - $15,292.60 (annual total $21,846.60)

Annual (1st month of billing)

Other (explain)

Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

Lease of Farm Land at the Dayton-Wright Brothers Airport

(127.2 acres @ $171.75/acre)

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-0140 Auditor Latonna Jones Date 6/16/2020

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance 6/16/2020

COPY

LEASE AGREEMENT
(Griffin Farms)

THIS LEASE AGREEMENT, ("Lease") is made and entered into this _____ day of _____, 2020 between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio, and Griffin Farms ("Lessee"), a sole proprietorship.

WITNESSETH THAT:

WHEREAS, Lessor owns the improved real property, known and referred to as the Dayton-Wright Brothers Airport ("Airport"), which is situated in the Townships of Miami and Clearcreek, Counties of Montgomery and Warren and State of Ohio;

WHEREAS, Lessor has identified that certain areas of the Airport can be used for growing and harvesting agricultural crops;

WHEREAS, The planting of an herbicide tolerant corn or bean crop will reduce the effort to prepare the land for conversion to tall grass prairie;

WHEREAS, Lessee desires to continue to farm the land through the conversion; and

WHEREAS, The parties desire to set forth the terms and conditions for the lease of the Premises, identified herein.

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

ARTICLE I - LEASED REAL PROPERTY

A. Lessor leases to Lessee approximately 127.2 acres of farmable real property located on certain areas of the Airport ("Premises"). Specifically, the Premises leased hereunder are located and further identified in Exhibit A - 2018 Farm Map, which is attached hereto and incorporated herein.

B. Lessee understands that Lessor intends to convert the Premises into tall grass prairie at some time in the future.

C. Lessee agrees to plant an herbicide resistant (aka. Round-Up Ready) corn and/or bean crop.

D. Lessee, by execution of this Lease, acknowledges that it fully knows the condition of the Premises and attests that no representation concerning the Premises or its fitness for a particular agricultural use has been made by Lessor or any of Lessor's elected officials, officers, agents and/or employees. Lessor shall not be obligated to make any repairs, improvements or alterations to the Premises during the term of this Lease. Further, Lessor shall not be liable for any damage or injury occasioned by any unsafe, defective or dangerous condition on or about the Premises leased, which is existing or may in the future arise or exist.

E. Lessor may, at any time and from time to time, decrease the total acreage of the Premises. In the event of a decrease in the Premises acreage, Lessor will provide Lessee with thirty (30) days written notice and Exhibit A will be amended to reflect such decrease in acreage.

F. Lessor may, from time to time during the term of this Lease, designate and make available other Lessor-owned property for agricultural farming purposes, and Lessee shall have the right of first refusal to lease the same. If Lessor designates any such property for agricultural farming uses, Lessor shall notify Lessee in writing of the availability of the additional acreage. Within thirty (30) days after the date of Lessor's notice, Lessee shall notify the Lessor of its election to lease the additional acreage and this Lease shall be amended to include such additional property as part of the leased Premises. However, if Lessee fails to respond within the 30-day period or Lessee notifies Lessor that it does not desire to lease the additional acreage, the Lessor shall have right to lease such farmable property to any third party of its choosing.

G. In the event Lessor cancels this Lease pursuant to Article XIV, Subsection B or Lessor decreases the Premises acreage, as permitted under Subsection C above, Lessor will reimburse Lessee by direct payment and/or rental credit for any crop loss and/or prepaid land rental due to such action as follows:

    1. For loss of unharvested planted crops without regard to growth stage or harvestability, One Hundred Thirty-Five Dollars ($135.00) per acre, except as provided in Subsection 2 below;

    2. For loss of unharvested planted crops when such loss occurs at harvest time, the market rate for such crop(s) lost; and

    3. Reimbursement for prepaid rental for the deleted acreage.

H. By execution hereof, Lessee acknowledges and agrees that all crops shall be planted at least five hundred thirty feet (530') from the centerline of any runway and one thousand feet (1,000') from the edge of the displaced threshold as depicted on Exhibit A. City may require Lessee to remove any crops infringing on these areas at any time and at Lessee's sole cost and expense, with no reimbursement. If Lessee fails to remove the crops within fifteen (15) days from written notice to Lessee, then Lessor may remove such crops and Lessor will bill Lessee for the cost of such removal.

ARTICLE II - USE OF PREMISES

A. Lessee shall have the exclusive use of the Premises for the production and harvesting of agricultural crops only. Lessee shall not engage in sod stripping or other agricultural activities that would in any way deteriorate the grading or quality of the Premises. Lessee shall employ the best agricultural practices to preserve the productive capacity of the soil, including, but not limited to, crop rotation, use of fertilizers, nitrogen or similar products.

B. Nothing herein shall prevent Lessee from allowing the Premises to lie fallow as long as Lessee takes appropriate steps to protect the land from erosion. If the Premises lie fallow, Lessee shall provide mowing of weeds or grasses as directed by Lessor.

C. The Premises shall be used only for the purposes specified in this Lease. Lessee shall actively use the Premises for those purposes during the term of this Lease or cause them to be so used. Lessee shall not at any time abandon the Premises without the prior written consent of Lessor.

D. Lessee shall not do or permit anything to be done on or about the Premises that would in any way conflict with any applicable law, ordinance, guideline, order, rule or regulation issued by any competent governmental authority. Lessee shall not use or allow the Premises to be used for any improper, immoral or unlawful purpose.

E. Lessor may, from time to time during the term of this Lease, require access to the premises to continue the preparation of the land for the conversion to tall grass prairie. Lessor will inform Lessee prior to entry for this purpose.

ARTICLE III – FEDERAL REQUIREMENTS

Lessee shall comply with the following provisions for non-aeronautical use:

1. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance;

2. Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard;

3. The Lease shall be subordinate to the provisions of and requirements of any existing or future agreements between Lessor and the United States, relative to the development, operation, or maintenance of the Airport;

4. Lessee agrees to comply with the notification and review requirements covered in Title 14 U.S. Code of Federal Regulations ("CFR") Part 77 (FAA Form 7460-1) in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises;

5. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport;

6. Lessee expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Title 14 CFR Part 77 surfaces relating to Airport;

7. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Title 14 CFR Part 77 surfaces relating to Airport. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces;

8. Lessee expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft; and

9. Lessee expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer the use of the Premises in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

ARTICLE IV - RIGHTS AND OBLIGATIONS OF LESSEE

A. Lessee shall, at its expense, obtain from all authorities having jurisdiction over the business and operation of Lessee to be conducted on the Premises all licenses, certificates, permits or other authorizations that are required for the conduct of its business and operations on the Premises, that are necessary to comply with the requirements of this Lease and those necessary for the exercise of any right or obligation granted herein. Lessee, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies that may be available to Lessee regarding any dispute or contest related to any authorization required. The Airport Rules and Regulations may be accessed at http://www.flydayton.com/wp-content/uploads/2018/02/DAY-Rules-and-Regulations-October-4-2017.pdf or may be obtained from Airport administration upon request.

B. Lessor shall comply with any current or future regulations regarding Airport security, including, but not limited to, criminal background checks.

C. Lessee shall repair or pay for any and all damages to Lessor and its property caused by any wrongful, intentional and/or negligent acts or omissions of Lessee, its agents, employees, invitees, guests and contractors arising out of Lessee's use or occupancy of the Premises or in the exercise of any right or obligation granted herein.

D. Lessee shall not do anything or permit anything to be done within, on or from the Premises that would interfere with the effectiveness or accessibility of the storm drainage, sewer system and/or the farm drainage tiles. Further, Lessee shall be responsible for the maintenance and repair of all farm drainage tiles located on the Premises.

E. Lessee shall report annually or more frequently if required, the acreage and crop information for the Premises to the appropriate U.S. Farm Service Agency (or any such successor or replacement federal agency) regardless of whether Lessee receives or is eligible to receive federal farm subsidies.

F. Lessee shall, at its expense, provide and use suitable receptacles for the storing of all trash, garbage and other refuse created in the exercise of any right or obligation under this Lease. Lessee shall, at its expense, provide for the complete and proper removal and disposal away from the Premises and the Airport of all refuse collected.

G. Lessee shall not erect, allow or permit to be maintained on the Premises, or upon the exterior of any improvement on the Premises, any billboards or advertising signs, except those which have the prior written approval of Lessor.

H. Lessee shall not use Airport roads, parking areas, ramps, runways or taxiways in the conduct of its activities permitted under this Lease. If the use of said roads, parking areas, ramps, runways or taxiways is unavoidable, then Lessee shall obtain appropriate clearances and/or authorizations to do so prior to such entry or crossing. Lessee shall not engage in any activity that would inhibit, prevent and/or disrupt aircraft operations

or the safety thereof. In addition, Lessee shall, at its expense, clear and remove any dirt, stones, agricultural waste and other debris from said roads, parking areas, ramps, runways or taxiways resulting from such use.

I. Lessee shall close and secure any Airport access gate used to enter and exit any portion of the Premises immediately after using same. Lessee shall not, at any time, leave such gates open, unsecured or unattended. If, by the fault of Lessee, Lessor is assessed any monetary fine or penalty for a violation of any applicable law, ordinance, rule or regulation regarding the security of the Airport and use of such Airport access gate(s), Lessee shall pay such fine or penalty.

J. In the event, any acreage is deleted from the Premises, Lessor may request that Lessee plow and disc such acreage, and Lessee hereby agrees to do so within a reasonable time following such request. Lessor agrees to reimburse Lessee by direct payment or rental credit for each such request at the rate of Two Hundred Dollars ($200.00) per acre.

K. Lessee shall not plant any agricultural crop within ten (10) feet from any Airport perimeter fence. Lessor may spray herbicides along such Airport fences and/or may mow any vegetation within ten (10) feet of such fences. Lessee shall not use any herbicide or pesticide that would be in violation of any federal, state or local law, rule, ordinance, directive, order or regulation. Lessee shall be solely responsible for the clean-up of any environmental damage to the Premises or adjoining lands resulting from the use of any herbicide, pesticide or other chemicals on the Premises.

L. Lessee shall bear all costs associated with the production and harvesting of agricultural crops upon the Premises. Such costs shall include any and all costs incurred by Lessee in making the Premises suitable for farming. Lessor shall not be responsible for or have any obligation to reimburse Lessee for any crop loss.

M. Lessee shall at no time create a nuisance or hazard to the Airport, its users, or the surrounding neighborhoods. In the event Lessee has fertilizers or other substances delivered to be used on the Premises, such substances must be worked into the soil within ten (10) days in order to minimize any odors or nuisances.

N. The rights granted herein shall be subject to all statutes, ordinances, rules and regulations as now or may hereafter be applied to the operation of the Airport or the operations of Lessee.

ARTICLE V - TERM

This Lease shall be effective for a period of three (3) years commencing on July 1, 2020, and terminating on July 1, 2023.

ARTICLE VI - RENTAL

A. Lessee shall pay Lessor, as rental for the Premises, the sum of Twenty-One Thousand Eight Hundred Forty-Six Dollars and Sixty Cents ($21,846.60) which is equivalent to One Hundred Seventy-One Dollars and Seventy-Five Cents ($171.75) per acre.

B. Lessee shall pay the aforesaid rental fee in two installments, being the sum of Six Thousand Five Hundred Fifty-Four Dollars ($6,554.00) for the first installment and Fifteen Thousand Two Hundred Ninety-Two Dollars and Sixty Cents ($15,292.60) for the second installment. The two installments shall be due, without notice, on July 15th and November 15th of each year this Lease is effective. Rental installment payments shall be sent to Lessor at the following address:

City of Dayton, Ohio
P. O. Box 632094
Cincinnati, Ohio 45263-2094

or at such other address as Lessor shall, in writing, direct.

D. Upon execution of this Agreement Lessee shall tender to Lessor a "Security Deposit" in the amount of Two Thousand Five Hundred Dollars ($2,500.00), which shall be retained by Lessor during the term of this Lease. Upon expiration and/or termination of this Lease, if Lessee has complied with all terms and conditions of this Lease, Lessor will refund the Security Deposit to Lessee, but if Lessee has not complied with such terms and conditions, Lessor will withhold such amount(s) from the Security Deposit as may be necessary to cure the breach or failure and will, as applicable, remit any balance to Lessee. The refund of the Security Deposit, if applicable, will be made within thirty (30) days from the effective date of termination and/or expiration of this Lease.

E. Without waiving any other right or action available to Lessor in the event of default in payment of rentals or fees hereunder, if Lessee is delinquent for a period of thirty (30) days or more in paying to Lessor any rental or fee due and owing to Lessor pursuant to this Lease, Lessee shall pay to Lessor a late charge thereon at the rate of two percent (2%) per month from the date such item was due and owing until full payment (plus late charges) have been paid. Late charges shall not occur with respect to disputed items being contested in good faith by Lessee.

ARTICLE VII - RIGHTS AND OBLIGATIONS OF LESSOR

A. Lessor shall have the right to adopt and enforce reasonable rules and regulations, with respect to the use of the Airport and facilities thereon, which Lessee agrees to observe, obey and enforce.

B. Lessor's Director of Aviation and his duly authorized representative(s) shall have at any and all reasonable times the full and unrestricted right to enter the Premises for the purposes of inspecting the Premises and doing any and all things which the Lessor is obligated or authorized to do as set forth herein, or which may be deemed necessary for the proper general conduct and operation of the Airport and in the exercise of the Lessor's police power.

C. Lessor warrants quiet enjoyment of the rights and privileges granted herein, subject to Subsection B of this Article VII, during the term hereof, and upon the performance of Lessee's covenants contained herein.

D. All gas, oil and mineral rights in the soil covered by this Lease are specifically reserved to Lessor, and Lessor reserves the right to use so much of the surface of the land as may be necessary for gas, oil or mineral development or for rights-of-way thereto.

ARTICLE VIII – NON-DISCRIMINATION

A. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on the Premises described in this Lease for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, and as said regulations may be amended, superseded or modified.

B. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally assisted programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations as may be amended, superseded or modified.

C. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Lease and to re-enter and repossess the Premises and facilities thereon and hold the same as if said Lease had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing in this Article shall prevent Lessee from exhausting all administrative and/or judicial remedies available to Lessee in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

ARTICLE IX - INSURANCE AND INDEMNITY

A. Lessee shall defend, indemnify, and save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any accident or damages suffered by any persons and arising from, or in any way connected with, Lessee's use or occupancy of the Premises, and/or any condition of the Premises, fixtures, structures, or other improvements thereon, and/or Lessee's exercise of any right granted herein, and/or Lessee's performance, breach or default in the performance of any obligation to be performed pursuant to this Lease, and/or any wrongful, intentional and/or negligent act or omission of Lessee, its agents, employees, guests, invitees, volunteers, tenants, contractors and suppliers.

B. Lessee shall defend, indemnify, and save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any mechanics or other lien or order for the payment of money filed against the Premises, Lessor or any property of Lessor, arising out of any act or omission of Lessee or anyone claiming through or under Lessee. Lessee shall, at Lessee's expense, cause the same to be cancelled or discharged of record and shall save and hold harmless Lessor from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees resulting therefrom or by reason thereof.

C. Lessee shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an "A" rating by A. M. Best, comprehensive general liability insurance in a sum of not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage. Current certificate(s) of insurance for each policy or concurrent policies of comprehensive general liability insurance required hereunder shall be furnished to Lessor. Such policies shall name the City of Dayton, its elected officials, officers, employees, agents and volunteers as additional insureds and provide written notice of cancellation to Lessor at least thirty (30) days prior to the effective date of cancellation. Upon request, Lessee shall furnish Lessor with a complete copy of such policy of insurance required hereunder.

ARTICLE X - ASSIGNMENT AND SUBLETTING

The leasehold and rights granted herein are personal property of Lessee. No assignment or subleasing of this Lease shall be permitted. Any purported assignment or sublease in violation hereof shall be void.

ARTICLE XI - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All covenants, stipulations and agreements in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

ARTICLE XII - HOLDING OVER

In the event that Lessee holds over and remains in possession of the Premises and the rights granted herein after expiration of this Lease and without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated at any time by Lessor or Lessee. Lessor may increase the rents payable hereunder with thirty (30) days prior written notice to Lessee during any such holding over period.

ARTICLE XIII - TERMINATION BY LESSEE

A. Lessee may terminate this Lease if Lessor defaults in the performance of any material covenant or promise required to be performed by it herein, and Lessor fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same. However, if by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessee may only terminate this Lease if Lessor failed to commence the remedying of such default within the thirty (30) days following Lessee's written demand or having so commenced, fails thereafter to continue with diligence the remedying thereof.

B. Lessee may terminate this Lease at any time, without cause, by providing thirty (30) days prior written notice to Lessor.

C. Lessee shall not be entitled to a refund of any prepaid rent if Lessee elects to terminate this Agreement pursuant to this Article.

ARTICLE XIV - TERMINATION BY LESSOR

A. In addition to all other remedies available to Lessor, Lessor may terminate this Lease should any one or more of the following events occur:

    1. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction;

2. If Lessee shall be divested of its rights, powers and privileges under this Lease by operation of law;

3. If Lessee defaults in the payment of rents due hereunder, and said default is not cured by payment of all outstanding amounts due and owing within fifteen (15) days after Lessor notifies Lessee in writing of the default;

4. If Lessee defaults in the performance of any material covenant or promise required to be performed by it herein, excepting the payment of rents, and Lessee fails to remedy such default and/or take prompt action to remedy such default within thirty (30) days after written notice to remedy same. However, if by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessor may cancel this Lease if Lessee failed to commence the remedying of such default within the thirty (30) days following Lessor's written demand or having so commenced, fails thereafter to continue with diligence the remedying thereof; or

5. Violations by Lessee, its suppliers, guests, invitees, agents or employees, of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Lease, if the same shall not be corrected or action taken to correct, within thirty (30) days after Lessee's receipt of written notice, which shall state in detail the violation.

B. Lessor may terminate this Lease at any time, without cause, by providing thirty (30) days prior written notice to Lessee.

ARTICLE XV - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held invalid or illegal by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Lease; provided that the validity of any such covenant, condition or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XVI - WAIVER

A. No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other. No waiver by Lessor shall be effective or binding unless it is reduced to a writing approved by the Director of Aviation and executed by a duly authorized representative of Lessor.

B. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XVII - GENERAL PROVISIONS

A. The term City or Lessor, as used in this Lease, means the City of Dayton, Ohio, and where this Lease speaks of approval and consent by the City, such approval is understood to be manifested by act of the City's Director of Aviation, except as otherwise expressly stated in this Lease.

B. Notices to Lessor provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

City of Dayton, Ohio - Department of Aviation
James M. Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

or such other address as the Lessor shall direct in writing.

C. Notices to Lessee provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Griffin Farms
Gregory D. Griffin
6100 Diamond Mill Rd
Germantown Ohio 45327

or such other address as Lessee shall direct in writing.

D. Lessee represents that it has carefully reviewed the terms and conditions of this Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by the Lease.

E. Any headings of this Lease are for convenience of reference only and do not define or limit the provisions thereof. In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Lease. All section references, unless otherwise expressly indicated, are to sections in this Lease. Any references to any exhibit or document shall be deemed to

include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.

F. By execution of this Lease, Lessee hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.

G. Lessee and any person claiming by or through Lessee shall look solely to legally available Airport discretionary funds for enforcement of any liability of the Lessor under this Lease, and not any other funds or assets of the Lessor whatsoever.

H. Neither Lessee nor any contractor of Lessee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the Lessor's ownership of fee title to the Premises.

I. By entering into this Lease, Lessor shall in no way be deemed a partner or joint venturer with Lessee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.

J. The parties may amend this Lease, at any time, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of each party, approved by the Lessor's Director of Aviation and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

K. This Lease represents the entire and integrated agreement between Lessor and Lessee. This Lease supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Lease.

L. This Lease 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.

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized officers and their respective seals to be hereunto affixed the day and year first above written.

GRIFFIN FARMS

By: _____

Its: Owner

COPY

CITY OF DAYTON, OHIO

_____

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____

City Attorney MWG

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

_____, 2020

Min./Bk. _____ Pg. _____

_____

Clerk of the Commission

EXHIBIT

tabbies

A

BACK

City Manager's Report

6.

From **2600 - Economic Development**

Date **July 1, 2020**

Expense Type **Development Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$**100,000.00 thru 12-31-2022

Name **Habitat for Humanity**

Address **115 West Riverview Avenue**
Dayton, Ohio 45405

Fund Source(s)	Fund Code(s)	Fund Amount(s)
West Dayton Development	22502-2600-1224-41	$100,000.00

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

Description

West Dayton Development Trust Fund Agreement

The Department of Economic Development requests approval to enter into a Development Agreement with Habitat for Humanity. ("Habitat"). The Agreement will provide $100,000.00 to Habitat in the form of a grant to assist with providing critical home repairs, home renovations and potential land acquisition designated for new home construction and ownership with priority given to homes and properties located in the Edgemont and Miami Chapel neighborhoods.

Habitat desires to stimulate, promote and increase home ownership and stabilization activities for residents in the Edgemont, Miami Chapel, and other neighborhoods in Southwest Dayton.

The Agreement will commence upon execution and expire on December 31, 2022.

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

A map and a Certificate of Funds is attached.

Signatures/Approval

Division Todd P. Weber

Department Shelly Dickstein

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2607

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	$ 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 22502 - 2600 - 1224 - 41 - ____ - ____
Fund Org Acct Prog Act Loc

Amount: ____

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

Amount: ____

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

Amount: ____

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

Attach additional pages for more FOAPALs

Vendor Name: Habitat for Humanity

Vendor Address: 115 West Riverview Avenue (Street) Dayton (City) Ohio (State) 45405 (Zip code + 4)

Federal ID: 31-1104456

Commodity Code: 91849

Purpose: Development agreement to fund critical home repairs, home renovations for low-income home owners, as well as land acquisition designated for new home construction and ownership. Priority is given to homes and properties located in the Edgemont and Miami Chapel neighborhoods.

Contact Person: Jill Bramini Economic Development (Department/Division) 6/16/2020 (Date)

Originating Department Director's Signature: [signature] for Fred 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.

[signature] 06/23/2020
Finance Director Signature Date

Tonia Williams 06/23/2020 CT20-2607
CF Prepared by Date CF/CT Number

KB 6/23/20

MEMORANDUM | DAYTON

June 18, 2020

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

LaShea Lofton, Director
Finance Department

FROM: Ford P. Weber, Director FPW
Department of Economic Development

SUBJECT: Request for Approval – Development Agreement with Habitat for Humanity

Attached for City Commission approval is a Development Agreement with Habitat for Humanity (Company) in the amount of $100,000.00. The Company plans to provide critical home repairs, home renovations for low-income homeowners as well as land acquisition designated for new home construction and ownership. Priority will be given to homes and properties located in the Edgemont and Miami Chapel neighborhoods.

This project is important in stimulating, promoting and increasing home ownership and stabilization activities for residents in the Edgemont, Miami Chapel, and other neighborhoods in Southwest Dayton.

If you have any questions, please contact me at extension 3621 or Veronica Morris of my staff by email.

FPW/vlm

WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT
Habitat for Humanity of Greater Dayton

THIS WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT ("Agreement") is made and entered into between **Habitat for Humanity of Greater Dayton,** a not-for-profit corporation organized and existing under the laws of the State of Ohio, currently located at 115 West Riverview Avenue, Dayton, Ohio 45405 (**"Company"**), and the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio (**"City"**).

WITNESSETH THAT:

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

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

WHEREAS, Company plans to fund critical home repairs, home renovations and potential land acquisitions designated for new home construction and ownership in West Dayton neighborhoods; and,

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

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

ARTICLE 1. DEFINITIONS.

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

West Dayton Development Trust Fund Grant. A grant provided hereunder by the City of Dayton to assist Company in leveraging private investment and partnership opportunities in the West Land Use District.

Project. Providing critical home repairs, home renovations and potential land acquisition designated for new home construction and ownership with priority given to homes and properties located in the Edgemont and Miami Chapel neighborhoods.

Project Costs. The costs company incurs and pays in completing the Project, including those which may be prior to the term of this Agreement. Expenses for professional services and other "soft costs" are excluded from this definition.

Eligible Project Costs. Those Project Costs actually incurred and paid for by Company during the term of this Agreement.

ARTICLE 2. PROJECT TIMELINE.

Company shall commence the Project within one hundred twenty (120) days of Agreement execution and complete the Project on or before December 31, 2022, unless such time for commencement and/or completion is extended upon mutual written agreement between the parties to this Agreement. As further delineated herein, all construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City will provide Company a West Dayton Development Trust Fund Grant to reimburse Company for Eligible Project Costs in an amount not to exceed the lesser of (i) One Hundred Thousand Dollars and Zero Cents ($100,000.00) or (ii) the Grant Cap as defined herein. The parties contemplate that the Project Costs ("Contemplated Project Costs") will be approximately Seven Hundred Forty Thousand Dollars and Zero Cents ($740,000.00). Rounding the decimal point up in favor of the Company, One Hundred Thousand Dollars is approximately thirteen and five-tenths percent (13.5%) (the "Reimbursement Percentage") of the Contemplated Project Costs. Therefore, the Grant Cap shall be thirteen and five-tenths percent (13.5%) of the Project Costs ("Grant Cap"). (As an example, if the Project Costs are $200,000, the grant cap would be 13.5% of that amount ($27,000)).

Company shall use the West Dayton Development Trust Fund Grant for reimbursement of Eligible Project Costs. All properly evidenced Project Costs may be included as Project Costs and factored into calculating the Grant Cap; however, only Eligible Project Costs are reimbursable. Company is solely responsible for all Project Costs in excess of the funding provided by City hereunder.

Company shall submit a request for reimbursement of the West Dayton Development Trust Fund Grant periodically (no more than monthly) utilizing a cover form substantially similar to that attached hereto and incorporated herein as **Exhibit A**. Each request for reimbursement shall state the applicable time frame covered and the total amount requested; detail the work and/or services performed; and contain such records, information, and/or documentation to substantiate the Eligible Project Costs for which reimbursement is sought. Company shall also provide cancelled checks as evidence of payment of such costs. Expenses incurred as part of the Project Costs for purposes of calculating the Reimbursement Percentage and Grant Cap must be documented in substantially the same manner as Eligible Project Costs. Appropriate City inspection personnel will verify all Project Costs. Unless disputed, City will disburse payment within forty-five (45) days from receipt of the request for reimbursement.

ARTICLE 4. SPECIFIC CONDITIONS.

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

B. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).

C. Developer agrees that the City's Procurement Enhancement Plan ("PEP") participation goals for certified Small Business Enterprises ("SBEs"), Minority Business Enterprises ("MBEs"), Women's Business Enterprises ("WBEs"), and Dayton Local Small Businesses ("DLSBs") apply to the Project. The Developer and any Developer Affiliates have the obligation to require individual company compliance with the PEP. The PEP participation goals are:

Total PEP Participation:	20%
MBE:	15%
WBE:	5%

D. Counting Toward Goals.

(i) To count toward the Project's PEP Participation Goals, a company contracting on the Project must be certified with the City's Human Relations Council ("HRC") and must be certified to perform the proposed work. The City encourages Company and Company's construction contractors to review the list of PEP-certified companies at https://citybots.com/Home/Links (click on the "PEP Certification List" button) and to obtain a copy of each PEP-certified firm's Certificate.

(ii) If a company is not currently PEP-certified, it may apply for PEP certification at any time; however, once a company is certified, only the portion of work performed on or after the company's PEP certification date shall count toward the Project's PEP Participation Goals. If a company's PEP certification expires, only the portion of work performed while the company's PEP certification was active shall count toward the Project's PEP Participation Goals.

(iii) For each PEP-certified firm, Company or Company's construction contractor shall submit to the HRC an executed PEP Participation Form describing the work to be performed, the dollar amount of the PEP firm's contract or subcontract, and the dollar amount to be counted toward the Project's PEP Participation Goals. The HRC shall acknowledge receipt of each PEP Participation Form within two (2) business days, and shall attempt to verify the PEP firm's participation within five (5) business days. A verified PEP firm's participation can be counted in any category (i.e., SBE, MBE, WBE, and/or DLSB) in which the firm is certified.

E. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

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

G. Company agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.

H. Reimbursement to Company will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

ARTICLE 5. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2022 unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

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

ARTICLE 6. INDEMNIFICATION.

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

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 8. POLITICAL CONTRIBUTIONS.

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

ARTICLE 9. RECORDS AND RETENTION.

Company shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the Project.

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

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

ARTICLE 10. TAX REPRESENTATION.

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

ARTICLE 11. GENERAL PROVISIONS.

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

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

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

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

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

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

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

For City:
Veronica Morris
Senior Economic Development Specialist
Department of Economic Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401

For Company:
Norm Miozzi
Executive Director
Habitat for Humanity for Greater Dayton
115 West Riverview Avenue
Dayton, OH 45405

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.

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

HABITAT FOR HUMANITY OF GREATER DAYTON

By: Norm Miozzi

Print name: Norm Miozzi

Its: Executive Director

CITY OF DAYTON, OHIO

_____

City Manager

_____

Date

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____

Clerk of the Commission

APPROVED AS TO FORM

AND CORRECTNESS:

6/17/2020

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

Exhibit A

DATE _____ VENDOR/ORGANIZATION_____

AMOUNT REQUESTED _____

The above-named vendor/organization hereby submits this request for reimbursement. We have reviewed our agreement with the City of Dayton and believe our request meets the eligibility requirements for reimbursement as detailed below.

_____ The expenses for which reimbursement is sought or which, if applicable, comprise project costs that are the basis of calculating the Reimbursement Percentage, were actually incurred as established by the attached documentation. (In the case of improvements to real property, this would most likely be invoices and proof of payment (i.e. copy of cancelled check) for construction and/or equipment/materials. For professional services agreements, this would most likely be a list of activities performed and the hours and wages that correlate thereto.)

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

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

_____ Activity reports have been duly submitted to the Department of Economic Development if required. (This generally pertains to professional services agreements.)

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

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

ADDITIONAL INFORMATION:

_____

_____

_____

[Over]

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

Submitted by:

Signature: _____

Title: _____

Phone: _____

Email: _____

Alternative contact for further information if applicable:

_____	_____
Name	Title
_____	_____
Email	Phone

Aerial View (Rebuilding Together Dayton)
Miami Chapel, Edgemont, Pineview Neighborhoods

BACK

City Manager's Report

7.

From **2600 - Economic Development**

Date **July 1, 2020**

Expense Type **Development Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$**100,000.00 thru 12-31-2022

Name **Rebuilding Together Dayton**

Address **30 South Main Street, Suite B**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
West Dayton Development	22502-2600-1224-41	$100,000.00

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

Description

West Dayton Development Trust Fund Agreement

The Department of Economic Development requests approval to enter into a Development Agreement with Rebuilding Together Dayton. ("RTD"). The Agreement will provide $100,000.00 to RTD in the form of a grant to fund seasonal inspections, contractor services, volunteer exterior maintenance, furnace services/tune-ups, fire safety and fall prevention services for low-income senior citizen homeowners living within the West Dayton Development Trust Fund service area with special emphasis on the Edgemont, Miami Chapel, and Pineview neighborhoods.

The RTD mission is to enable low-income, elderly live independently by providing necessary home repairs. RTD also manages the Seasonal Safe at Home program. This program is designed to help elderly homeowners feel safe in their homes.

The Agreement will commence upon execution and expire on December 31, 2022.

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

A map and a Certificate of Funds is attached.

Signatures/Approval

Division Todd P. Wolfe

Department Shelley Dickstein

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

MEMORANDUM | DAYTON

June 18, 2020

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

LaShea Lofton, Director
Finance Department

FROM: Ford P. Weber, Director FPW
Department of Economic Development

SUBJECT: Request for Approval – Development Agreement with Rebuilding Together Dayton

Attached for City Commission approval is a Development Agreement with Rebuilding Together Dayton (RTD) in the amount of $100,000.00. RTD will provide seasonal inspections, contractor services, volunteer exterior maintenance; furnace services/tune ups, fire safety and fall prevention services for approximately 25 low-income elderly homeowners living within West Dayton Development Trust Fund service area with special emphasis on the Edgemont, Miami Chapel, and Pineview neighborhoods.

This project is important to enable low-income, elderly live independently by providing necessary home repairs. RTD also manages the Seasonal Safe at Home program. This program helps to make elderly homeowners feel safe in their homes.

If you have any questions, please contact me at extension 3621 or Veronica Morris of my staff by email.

FPW/vlm

CERTIFICATE OF FUNDS

CT20-2605

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	$ 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 22502 - 2600 - 1224 - 41 - ____ - ____
Fund Org Acct Prog Act Loc

Amount: ____

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

Amount: ____

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

Amount: ____

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

Attach additional pages for more FOAPALs

Vendor Name: Rebuilding Together Dayton

Vendor Address: 30 South Main Street, Suite B Dayton Ohio 45402
Street City State Zip code + 4

Federal ID: 31-1457626

Commodity Code: 91849

Purpose: Development agreement to fund seasonal inspections, contractor services, volunteer exterior maintenance, furnace services/tune-ups, fire safety and fall prevention services for low-income senior citizen homeowners living within the Edgemont, Miami Chapel, and Pineview neighborhoods.

Contact Person: Jill Bramini Economic Development 6/18/2020
Department/Division 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.

[signature] 06/23/2020
Finance Director Signature Date

[signature] 06/23/2020 CT20-2605
CF Prepared by Date CF/CT Number

6-22-20

WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT
Rebuilding Together Dayton

THIS WEST DAYTON DEVELOPMENT TRUST FUND AGREEMENT ("Agreement") is made and entered into between **Rebuilding Together Dayton,** a not-for-profit corporation organized and existing under the laws of the State of Ohio, currently located at 30 South Main Street, Suite B, Dayton, OH 45402 (**"Company"**), and the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio (**"City"**).

WITNESSETH THAT:

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

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

WHEREAS, Company plans to fund seasonal inspections, contractor services, volunteer exterior maintenance, furnace services/ tune ups, fire safety and fall prevention services for low-income senior citizen homeowners living within the West Dayton Development Trust Fund service area with special emphasis on the Edgemont, Miami Chapel, and Pineview neighborhoods; and,

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

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

ARTICLE 1. DEFINITIONS.

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

West Dayton Development Trust Fund Grant. A grant provided hereunder by the City of Dayton to assist Company in leveraging private investment and partnership opportunities in the West Land Use District.

Project. Providing seasonal inspections, contractor services, volunteer exterior maintenance, furnace services/tune ups, fire safety and fall prevention services for approximately twenty-five (25) low-income elderly homeowners living within West Dayton Development Trust Fund service area with special emphasis on the Edgemont, Miami Chapel, and Pineview neighborhoods.

Project Costs. The costs company incurs and pays in completing the Project, including those which may be prior to the term of this Agreement. Expenses for professional services and other "soft costs" are excluded from this definition.

Eligible Project Costs. Those Project Costs actually incurred and paid for by Company during the term of this Agreement.

ARTICLE 2. PROJECT TIMELINE.

Company shall commence the Project within one hundred twenty (120) days of Agreement execution and complete the Project on or before December 31, 2022, unless such time for commencement and/or completion is extended upon mutual written agreement between the parties to this Agreement. As further delineated herein, all construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

City will provide Company a West Dayton Development Trust Fund Grant to reimburse Company for Eligible Project Costs in an amount not to exceed the lesser of (i) One Hundred Thousand Dollars and Zero Cents ($100,000.00) or (ii) the Grant Cap as defined herein. The parties contemplate that the Project Costs ("Contemplated Project Costs") will be approximately Four Hundred Thirty-Five Thousand Eight Hundred Forty One Dollars and Zero Cents ($435,841.00). Rounding the decimal point up in favor of the Company, One Hundred Thousand Dollars is approximately twenty two and nine-tenths percent (22.9%) ("Reimbursement Percentage") of the Contemplated Project Costs. Therefore, the Grant Cap shall be twenty two and nine-tenths percent (22.9%) of the Project Costs ("Grant Cap"). (As an example, if the Project Costs are $200,000, the grant cap would be 22.9% of that amount ($45,800)).

Company shall use the West Dayton Development Trust Fund Grant for reimbursement of Eligible Project Costs. All properly evidenced Project Costs may be included as Project Costs and factored into calculating the Grant Cap; however, only Eligible Project Costs are reimbursable. Company is solely responsible for all Project Costs in excess of the funding provided by City hereunder.

Company shall submit a request for reimbursement of the West Dayton Development Trust Fund Grant periodically (no more than monthly) utilizing a cover form substantially similar to that attached hereto and incorporated herein as **Exhibit A**. Each request for reimbursement shall state the applicable time frame covered and the total amount requested; detail the work and/or services performed; and contain such records, information, and/or documentation to substantiate the Eligible Project Costs for which reimbursement is sought. Company shall also provide cancelled checks as evidence of payment of such costs. Expenses incurred as part of the Project Costs for purposes of calculating the Reimbursement Percentage and Grant Cap must be documented in substantially the same manner as Eligible Project Costs. Appropriate City inspection personnel will verify all Project Costs. Unless disputed, City will disburse payment within forty-five (45) days from receipt of the request for reimbursement.

ARTICLE 4. SPECIFIC CONDITIONS.

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

B. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).

C. Developer agrees that the City's Procurement Enhancement Plan ("PEP") participation goals for certified Small Business Enterprises ("SBEs"), Minority Business Enterprises ("MBEs"), Women's Business Enterprises ("WBEs"), and Dayton Local Small Businesses ("DLSBs") apply to the Project. The Developer and any Developer Affiliates have the obligation to require individual company compliance with the PEP. The PEP participation goals are:

Total PEP Participation:	20%
MBE:	15%
WBE:	5%

D. Counting Toward Goals.

(i) To count toward the Project's PEP Participation Goals, a company contracting on the Project must be certified with the City's Human Relations Council ("HRC") and must be certified to perform the proposed work. The City encourages Company and Company's construction contractors to review the list of PEP-certified companies at https://citybots.com/Home/Links (click on the "PEP Certification List" button) and to obtain a copy of each PEP-certified firm's Certificate.

(ii) If a company is not currently PEP-certified, it may apply for PEP certification at any time; however, once a company is certified, only the portion of work performed on or after the company's PEP certification date shall count toward the Project's PEP Participation Goals. If a company's PEP certification expires, only the portion of work performed while the company's PEP certification was active shall count toward the Project's PEP Participation Goals.

(iii) For each PEP-certified firm, Company or Company's construction contractor shall submit to the HRC an executed PEP Participation Form describing the work to be performed, the dollar amount of the PEP firm's contract or subcontract, and the dollar amount to be counted toward the Project's PEP Participation Goals. The HRC shall acknowledge receipt of each PEP Participation Form within two (2) business days, and shall attempt to verify the PEP firm's participation within five (5) business days. A verified PEP firm's participation can be counted in any category (i.e., SBE, MBE, WBE, and/or DLSB) in which the firm is certified.

E. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

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

G. Company agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.

H. Reimbursement to Company will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

ARTICLE 5. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2022 unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

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

ARTICLE 6. INDEMNIFICATION.

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

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 8. POLITICAL CONTRIBUTIONS.

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

ARTICLE 9. RECORDS AND RETENTION.

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

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

ARTICLE 10. TAX REPRESENTATION.

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

ARTICLE 11. GENERAL PROVISIONS.

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

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

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

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

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

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

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

For City:	Veronica Morris Senior Economic Development Specialist Department of Economic Development City of Dayton P.O. Box 22, 101 W. Third Street Dayton, OH 45401
For Company:	Amy Radachi President/CEO Rebuilding Together Dayton 30 S. Main Street Dayton, OH 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.

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

REBUILDING TOGETHER DAYTON

By: Amy Radachi

Print name: Amy Radachi

Its: President/CEO

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

APPROVED AS TO FORM

AND CORRECTNESS:

6/17/2020

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

Exhibit A

DATE _____ VENDOR/ORGANIZATION_____

AMOUNT REQUESTED _____

The above-named vendor/organization hereby submits this request for reimbursement. We have reviewed our agreement with the City of Dayton and believe our request meets the eligibility requirements for reimbursement as detailed below.

_____ The expenses for which reimbursement is sought or which, if applicable, comprise project costs that are the basis of calculating the Reimbursement Percentage, were actually incurred as established by the attached documentation. (In the case of improvements to real property, this would most likely be invoices and proof of payment (i.e. copy of cancelled check) for construction and/or equipment/materials. For professional services agreements, this would most likely be a list of activities performed and the hours and wages that correlate thereto.)

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

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

_____ Activity reports have been duly submitted to the Department of Economic Development if required. (This generally pertains to professional services agreements.)

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

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

ADDITIONAL INFORMATION:

_____

_____

_____

[Over]

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

Submitted by:

Signature: _____

Title: _____

Phone: _____

Email: _____

Alternative contact for further information if applicable:

_____	_____
Name	Title
_____	_____
Email	Phone

Aerial View (Habitat for Humanity)
Miami Chapel, Edgemont Neighborhoods

BACK

8.

City Manager's Report

From 2390 - Planning & CD/Community Dev

Date July 1, 2020

Expense Type Other, (See Description Below)

Supplier, Vendor, Company, Individual

Total Amount $110,000.00 (thru 12/31/2021)

Name Homefull

Address 829 S. Gettysburg Avenue
Dayton, Ohio 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 & 2018 Community Development Block Grant (CDBG)	26301-2390-1159-31-PL1988	$110,000.00

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

Description

Community Development Block Grant Subrecipient Agreement – Homefull

The Department of Planning and Community Development requests approval to enter into an Agreement with Homefull to administer the West Dayton Food and Jobs Program. These funds will provide job training and workforce development programming within an urban farm environment. The West Dayton Food and Jobs Program will expand the creation and operation of community and school-based urban gardens throughout West Dayton while providing job training to 20 low- to moderate-income (LMI) participants at or below 80% of the Area Median Income (AMI). This program will support the creation or retention of jobs for approximately 7-10 LMI individuals in the City of Dayton. Under the Community Development Block Grant (CDBG) program, the City is awarding $110,000.00 in 2016 and 2018 Action Plan funds to Homefull 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 Subrecipient Agreement are attached.

Signatures/Approval

Erin M Jeffries
Erin Jeffries (Jun 12, 2020 13:44 EDT)
Division

Todd M. Kinskey
Todd M. Kinskey (Jun 15, 2020 22:38 EDT)
Department

Shelley Dickstein
City Manager

FORM NO. MS-18

Approved by City Commission

Clerk

Date

Updated 8/2016

CERTIFICATE OF FUNDS

CT20-2606

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

X New Contract ____ Renewal Contract ____ Change Order:

	Execution by the City
Contract Start Date	
Expiration Date	12/31/21
Original Commission Approval	$ 110,000.00
Initial Encumbrance	$ 110,000.00
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

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

Amount: $ 110,000.00

Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1988 (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: Homefull

Vendor Address: 829 S. Gettysburg Avenue (Street) Dayton (City) OH (State) 45417 (Zip code + 4)

Federal ID: 311236989

Commodity Code: 96199

Purpose:

Homefull will provide job training and workforce development programming through the expansion of community and school-based urban gardens throughout West Dayton.

Contact Person: Sarah Geist x3814 | Planning & Community Development (Department/Division) | 6/12/2020 (Date)

Originating Department Director's Signature: Todd M. Kinskey (Jun 22, 2020 15:48 EDT)

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 — 06-23-2020 (Date)

Tamika Williams — CF Prepared by — 06/23/2020 (Date) — CT20-2606 (CF/CT Number)

CDBG SUBRECIPIENT AGREEMENT
HOMEFULL
WEST DAYTON FOOD AND JOBS 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 **HOMEFULL,** 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 "West Dayton Food and Jobs Program" under the CDBG program in the 2016 and 2018 Action Plans for the City of Dayton and Dayton-Kettering HOME Consortium, Grant Numbers B-16-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 2016 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, D – Monthly and Cumulative Reports, and E – CDBG Sample Timesheet and Activity Log.

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 West Dayton Food and Jobs 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 2016 and 2018 CDBG funds, in the amount of **ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00)** 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 **ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00)**. 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: Homefull
829 S. Gettysburg Avenue
Dayton, OH 45417
Attn: Tina Patterson
(937) 262-4622
tinap@homefull.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 Homefull 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. As stated in Section 1352, Title 31, U.S.C. and 2 CFR 200.450, this certification must be filed by the Subrecipient during the submission of its annual indirect cost rate proposal. 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:

Amelia N. Blankenship (Jun 5, 2020 09:16 EDT) for
_____
City Attorney

signed by Amelia Blankenship 6/5/2020

HOMEFULL

By and Date: Tina M. Patterson (Jun 8, 2020 09:48 EDT) 6/08/2020

Title: CEO

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

_____, 2020

Min./Bk. _____ Page _____

_____
Clerk of the Commission

EXHIBIT A
SCOPE OF SERVICES
HOMEFULL
WEST DAYTON FOOD AND JOBS PROGRAM

1. PROGRAM DESCRIPTION

Subrecipient will use all funds granted hereunder to operate the "West Dayton Food and Jobs Program," through December 31, 2021. The program will provide for the West Dayton Food and Jobs (WDFJ), an urban farm worker training program, and will result in job training programming for 20 LMI participants at or below 80% AMI and the creation or retention of jobs for approximately 7-10 individuals in the City of Dayton.

Through WDFJ, Homefull is establishing meaningful and sustainable urban agriculture employment via "Green Collar Jobs" that support the creation and maintenance of vibrant, strong communities. Urban agriculture promotes the local economy as the growing demand for safe, locally sourced food leads to increased economic transactions within a community through the local food start-ups and businesses that support urban agricultural sources. Increased demand fuels job creation and a need for further job training and development. The practice of farming promotes the development of marketable trades and crafts, and often requires skills in carpentry, irrigation, electric work, construction, plumbing, canning, pickling, and cooking. These skills are useful and profitable in other spheres of local community economics.

The West Dayton Food and Jobs Program will expand the creation and operation of community and school-based urban gardens throughout West Dayton. As gardens expand their competency and capacity through the training efforts of WDFJ, Homefull will purchase produce directly from the gardens and distribute the produce at Farm Stands that include The Market at Wright Stop Plaza, 2nd Street Market, Shiloh Farmer's Market, and pop-up Markets in West Dayton. Job training initiatives will continue through Homefull's Mobile Grocery, where the farm-to-market model can employ job training participants in low-skill, high-demand job opportunities that range from farm/garden planting, harvesting, food prep, distribution, and stocking, to Market sales, customer service, reconciliation, and reporting.

Homefull supports the residents of West Dayton by providing job training opportunities and direct access to local, nutritious, affordable food as well as food-related education. By creating workforce training opportunities for green collar jobs, Homefull encourages the improvement of the health of program participants as well as their families and wider community.

The Subrecipient shall provide staff supportive services to the West Dayton Food and Jobs Program as well as operating expenses to continue the expansion of WDFJ. This activity is an eligible public service that provides workforce training and development, and is eligible for Community Development Block Grant (CDBG) program funding under the national objective benefiting low/moderate income persons. Under the Limited Clientele presumed benefit designation, this activity is considered to benefit LMI individuals since 100% of the beneficiaries are at or below 80% of the Area Median Income (AMI).

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 05H (Employment Training), 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 Homefull in order to provide workforce training and development to individuals participating in the West Dayton Food and Jobs Program. The provision of employment training as a public service is considered to address the LMC National Objective per 24 CFR 570.201 (e).

3. PROGRAM GUIDELINES

The Sub-recipient shall use City of Dayton CDBG funds for provision of West Dayton Food and Jobs Program, not to exceed **ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00).** 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 through the West Dayton Food and Jobs Program

1. The program provides the funding, labor, and materials necessary to implement a workforce training and development program at urban agriculture sites in West Dayton.

2. Eligible beneficiaries of this program are City of Dayton residents at or below 80% of the Area Median Income (AMI).

(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

3. Eligible program participants will be determined by evaluating the family size and income of a participant. Required documentation includes a certification of family size and income qualification through the provision of pay stubs, bank statements, income tax returns, SSI statements, or a notarized self-certification.

4. The creation and retention of jobs will be tracked on a full-time equivalent (FTE) basis. Job creation and retention data will be reported on a monthly and annual basis through the required Monthly and Annual reports.

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, data tracking and management regarding the number of full-time equivalent (FTE) positions created or retained through the workforce training and development programming, documentation of family size and income of all beneficiaries, 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 West Dayton Food and Jobs Program:

Staff Member/ Title	General Program Duties	Time Allocation
Amanda Knaul, Farm and Community Liaison	The Farm & Horticulture Project Manager is part of the Homefull Food Access line is responsible for implementing strategic plans for the Microfarm and for overseeing day to day operations of the farm and other community urban farms. The FHP Manager also assists with the horticultural aspects of special projects related to Homefull's food access initiatives. She/He will attend team meetings/trainings and be responsible for reporting responsibilities for their program. The Farm and Community Liaison is responsible for: • Overseeing the planting, maintenance, and harvesting plans for the Microfarm along with other community farms and coordinating daily tasks; • Managing individual volunteers, volunteer groups, training program workers, and Homefull Stipend employees assigned to Farm projects; • Providing on-the-job training for the Farm Coordinator and advising her/him of ongoing farm plans for implementation including directing day to day activities; • Monitoring work hours for staff assigned to the farm;	40 hours/week

	• Manage HR for their program(s) including counseling staff on performance issues, developing corrective action plan as needed, identifying and highlighting high performers, providing regular supervision support, reviewing and approving timecards if needed; • Ensuring a high quality level of client care is provided in their program(s); • Manage the partner relationship in assigned program(s); • Monitor program budget and control for spending as much as possible; • Being fiscally responsible and modelling this standard for other staff; • Attending trainings as scheduled; • Attending team meetings; • Complete all reports as requested; • Support farm-related Homefull projects as part of the social enterprise efforts; • Providing horticultural oversight as needed for the West Dayton Food Access grant including advising the targeted community gardens and providing guidance for them to manage the development of their food growing; • Seeking opportunities for leadership via committee work, facilitating trainings, and/or showing creative initiative; • Completing other duties as assigned.	
Trudy Elder, Chief Strategic Officer	The Chief Strategic Officer delivers project management, strategic planning, and implementation direction and support for key organizational initiatives as assigned by the Chief Executive Officer. The Chief Strategic Officer is responsible for: • Scoping and implementing Homefull's special projects and strategic initiatives, including the development and implementation of the strategic plan and its initiatives, as determined by the CEO. Works in conjunction with Homefull senior management and Board of Directors to pursue and achieve tactical or strategic objectives pertaining to the vision assisting in the execution of work necessary to meet short term objectives as well. • Leading selected program based special projects that require cross-functional engagement with key staff across the organization, and with external stakeholders, as appropriate. • Providing staff support to the CEO for the convening of a range of meetings on short- or long-term projects of Homefull. This may include undertaking research, tracking trends, preparing presentations; development of meeting agendas; drafting briefing papers and/or compiling pertinent background materials for attendees; preparing summaries of discussion; coordinating logistical arrangements; and ensuring appropriate and effective communications with participants, as needed.	13.5 hours/week

	• Identifying and engaging individual experts, as well as informational resources, that can help frame and advance Homefull's work on key trends or emerging issues for the field. • In the context of Homefull's annual work plan, researching, and analyzing issues that have the potential to impact the organization and provide thought leadership on whether Homefull may play a meaningful role in advancing our interests. • Preparing background materials and developing proposed action strategies in support of Homefull's efforts to advance our interests relative to identified trends and emerging issues. • Assisting in the development of the organization's annual work plan and budget. • Assisting in developing funding proposals for new programs and/or organizational projects and initiatives including for fundraising purposes. • Other duties as assigned by the CEO.	
Clerks, Mobile Grocery Clerk	The primary role of the Market Worker is to ensure the daily assigned tasks at Homefull Markets are completed. There are full-time and part-time, hourly paid position opportunities. Currently, Homefull operates Markets at Wright Stop Plaza, 2nd Street Market, Dayton Children's Hospital, Mobile Grocery and pop-up locations across the community. The Grocery Clerk will be responsible for: • Completing daily assigned market tasks, including but not limited to opening, closing, stocking, transporting, weighing/bagging produce, cleaning, cashier & reporting through Point of Sale System, and customer service duties. • Assisting with other Urban Agriculture projects as needed and participating as part of a Team. • Responding to customer needs and providing a high level of customer service. • Managing cash, credit, and SNAP-EBT transactions with accuracy, efficiency, and confidentiality. • Answering questions about produce. • Representing Homefull and Market partners with professionalism. • Reporting on needs and progress to supervisor. • Attending trainings & meetings as requested. • Other duties as assigned and related to the specific program assignment.	1.1 FTE – 40 hours/week
Stipend Workers, Mobile Grocery Stipend Workers	The primary role of the Market Stipend Worker is to learn through on the job experience the skills needed to assist in the overall daily operations of the Homefull Markets. These positions are opportunities for low income consumers to be trained and reimbursed by stipends to gain meaningful on the job skills in Homefull's Food Programs. Currently, Homefull operates Markets at Wright Stop Plaza, 2nd Street Market, Dayton Children's Hospital, Mobile Grocery and pop-up locations across the community.	$10,000 ($500 per stipend)

	The Stipend Worker will be trained and assist in: • Completing daily assigned market tasks, including but not limited to, stocking, weighing/bagging produce, cleaning, cashier duties & operating a Point of Sale System, and other customer service duties. • Assisting with other Urban Agriculture projects as needed and participating as part of a Team. • Responding to customer needs and providing a high level of customer service. • Managing cash, credit, and SNAP-EBT transactions with accuracy, efficiency, and confidentiality. • Answering questions about produce. • Representing Homefull and Market partners with professionalism. • Reporting on needs and progress to supervisor. • Attending trainings & meetings as requested. • Other duties as assigned and related to the specific program assignment.	

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. At a minimum, invoicing for personnel charges must include the level of detail and information provided in Exhibit E – CDBG Sample Timesheet and Activity Log. 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 and activity logs for personnel

E. Income verification or self-certification documents verifying the income level of program participants

F. Payroll records and reports

G. Documentation of other administrative costs charged

H. Financial reports

I. Audit files

J. 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 June 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 income verification or certification for each individual assisted;
5. The total number of persons with new or continuing access to a service or benefit;
6. The total number of persons who receive a service or benefit that is no longer substandard;
7. 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	Federal	Local	County	In-Kind	Project Total
Personnel Costs	$100,360	-	-	$37,000	$40,000	$18,391	**$181,751**
Farm and Community Liaison	*$46,000*	-	-	-	-	-	
Mobile Grocery Stipend Workers	*$10,000*	-	-	-	-	-	
Mobile Grocery Clerks	*$25,000*	-	-	-	-	-	
Chief Strategic Officer	*$19,360*	-	-	-	-	-	
Utilities	-	-	-	$8,000	-	-	**$8,000**
Supplies/Materials	$2,500	-	-	-	-	$10,000	**$12,500**
Communications	$2,500	-	-	$5,000	-	-	**$7,500**
Legal/Auditing Services	$540	-	-	-	-	-	**$540**
Equipment	-	-	-	$4,000	-	$3,000	**$7,000**
Occupancy	$4,100	-	-	-	-	-	**$4,100**
In-Kind Support	-	-	-	-	-	$20,000	**$20,000**
Labor (volunteers)	-	-	-	-	-	*$15,000*	
Materials	-	-	-	-	-	*$5,000*	
Total	**$110,000**	**$-**	**$-**	**$54,000**	**$40,000**	**$51,391**	**$255,391**

EXHIBIT C
CDBG MONITORING SCHEDULE

Grantee: City of Dayton Department of Planning and Community Development

Subrecipient: Homefull

Project/Program: West Dayton Food and Jobs 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: West Dayton Food and Jobs Program
Subrecipient: Homefull
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	**%**

NOTE: Please provide a copy of all income documentation or self-certifications.

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:	

EXHIBIT E
CDBG SAMPLE TIMESHEET AND ACTIVITY LOG

For Personnel Funded 100% through this agreement, please use this certification:

Certification & Support for Personnel Invoicing

2 CFR 225, APPENDIX B §8(h)(4-5) states that employees paid by Federal and non-Federal sources need to complete time and effort certifications at least monthly, which reflect the individual's total work time and identify the portion of time spent on federal projects. The certification must be signed by the employee and their supervisor. When multiple funding sources contribute to an employee's salary, the certification must be supported with documentation of actual effort (i.e. timesheets). Paycor is the official timekeeping record for Homefull and serves as documentation of actual effort for grant-funded employees.

Pay Dates Included in this Certification:

Name	Total Hours Worked	Pay Rate	Total Wages	Fringe Benefits Percentage (If Applicable)	Total Amount Billed for Personnel

Summary of Work Performed:
The above wages and benefits are for.....insert a paragraph explaining the work accomplished during this period by the personnel identified above.

I, _____ (print name) certify that 100% of my time reported during this reporting period was spent performing the activities described above. I hereby this report is an after-the-fact determination of the total activity and actual effort expended for the period indicated, and I have full knowledge of 100% of these activities.

Employee Signature Date

Supervisor Signature Date

For personnel charging a percentage of their time LESS THAN 100% to toward this agreement, please use this timesheet and activity log. The activity log MUST provide adequate information detailing activities, events, processes, etc. billed toward the agreement so that the Project Manager can determine cost allocability and cost allowability per 2CFR 200 requirements.

Homefull
MONTHLY TIMESHEET

Name **John Smith**

Date September 1-30, 2019

FY 2020

	Date:	1-Sep	2-Sep	3-Sep	4-Sep	5-Sep
Code	**Project**	Sun	Mon	Tue	Wed	Thu
1	Market cashier			4.00	3.00	3.00
2	Training Program			3.00	4.00	4.00
	Total Hours Worked			7.00	7.00	7.00

Homefull – West Dayton Food and Jobs Program
MONTHLY ACTIVITY LOG

Homefull – West Dayton Food and Jobs Program
Employee Name
Month & Year

Activity Log – June 2020

June 1, 2020
8:00 **AM**/PM – 5:00 AM/**PM**

- Mobile Market – cashier – checking out customers, organizing stock, providing accounting of drawer
- Training Program – seminar on workforce etiquette, training on using raised garden beds

June 2, 2020
7:30 **AM**/PM – 4:30 AM/**PM**

- Training Program – Carpentry – making raised garden beds;
- Training Program – Proper techniques for harvesting peppers;
- Training Program – Operation of Gettysburg hoop house

June 3, 2020
8:00 **AM**/PM – 5:00 AM/**PM**

- Mobile Market – Setup at 2nd Street Market; Stocking and replenishment for market stand; transportation of signage and produce from XYZ Garden to 2nd Street Market
- XYZ Garden – volunteer training;
- XYZ Garden – harvesting tomatoes and preparing fertilizer

Homefull - West Dayton Food & Jobs Agreement

Final Audit Report 2020-06-08

Created:	2020-06-02
By:	Sarah Geist (sarah.geist@daytonohio.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACEp2rg09SBOBPkx7RcBqCCToLx52kRTA

"Homefull - West Dayton Food & Jobs Agreement" History

Document created by Sarah Geist (sarah.geist@daytonohio.gov)
2020-06-02 - 5:57:13 PM GMT- IP address: 24.166.20.46

Document emailed to Amelia N. Blankenship (amelia.blankenship@daytonohio.gov) for signature
2020-06-02 - 5:59:28 PM GMT

Email viewed by Amelia N. Blankenship (amelia.blankenship@daytonohio.gov)
2020-06-02 - 6:37:23 PM GMT- IP address: 98.30.238.114

Document e-signed by Amelia N. Blankenship (amelia.blankenship@daytonohio.gov)
Signature Date: 2020-06-05 - 1:16:04 PM GMT - Time Source: server- IP address: 198.30.33.2

Document emailed to Tina M.Patterson (tinap@homefull.org) for signature
2020-06-05 - 1:16:07 PM GMT

Email viewed by Tina M.Patterson (tinap@homefull.org)
2020-06-05 - 4:18:32 PM GMT- IP address: 74.218.57.114

Document e-signed by Tina M.Patterson (tinap@homefull.org)
Signature Date: 2020-06-08 - 1:48:37 PM GMT - Time Source: server- IP address: 74.218.57.114

Signed document emailed to Amelia N. Blankenship (amelia.blankenship@daytonohio.gov), Tina M.Patterson (tinap@homefull.org) and Sarah Geist (sarah.geist@daytonohio.gov)
2020-06-08 - 1:48:37 PM GMT

Homefull - West Dayton Food & Jobs CMR Packet

Final Audit Report 2020-06-16

Created:	2020-06-12
By:	Sarah Geist (sarah.geist@daytonohio.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYMzpREQfPI8-o9eSnjphmIOR1Zm6HGN7

"Homefull - West Dayton Food & Jobs CMR Packet" History

Document created by Sarah Geist (sarah.geist@daytonohio.gov)
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2020-06-12 - 5:02:02 PM GMT

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2020-06-12 - 5:28:16 PM GMT- IP address: 98.29.160.250

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E-signature obtained using URL retrieved through the Adobe Sign API
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2020-06-12 - 5:44:11 PM GMT

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2020-06-16 - 2:37:56 AM GMT- IP address: 45.59.37.80

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-06-16 - 2:38:24 AM GMT - Time Source: server- IP address: 45.59.37.80

Signed document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov), Erin Jeffries (erin.jeffries@daytonohio.gov) and Sarah Geist (sarah.geist@daytonohio.gov)
2020-06-16 - 2:38:24 AM GMT

SAM[SM]
SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If y
a SAM account, use your **SAM em**

HOME | SEARCH RECORDS | DATA ACCESS | CHECK STATUS | ABOUT | HELP

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/27/2020 from 8:00 AM to 8:00 PM.

⚠ ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Co

Search Results

- Your search results represent the broadest set of records that match your search criteria. You may get entity registra have been submitted, but not yet activated. Check the status of each record.
- Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their e search. You can only see them if you log in as Federal Government user.
- You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used or the Edit Search button.
- If you want to perform a new search, use the Clear button to remove your current search results. If you are logged ir save your search criteria to run again later using the Save Search button.
- NOTE: Please read this important message when searching for exclusion records.

Current Search Terms: Homefull*

Clear Search

Total records:1 Sa

Result Page: 1 **Sort by** Relevance

FILTER RESULTS

By Record Status

- [x] Active
- [ ] Inactive

By Record Type

- [ ] Entity Registration
- [ ] Exclusion

Apply Filters

Your search for Homefull* returned the following results...

Entity **Homefull**

DUNS: **019442180** CAGE Code: **3MG**
Has Active Exclusion?: **No** DoDAAC:
Expiration Date: **03/03/2021** Debt Subject to Offs
Purpose of Registration: **All Awards**

Asumani, Saleh

From: Asumani, Saleh
Sent: Tuesday, June 23, 2020 8:28 AM
To: Brown, Kena
Subject: FW: Homefull CF with expiration date
Attachments: 2020 CDBG Homefull West Dayton Food & Jobs 20200622 - signed.pdf

Goood morning Kena,

Attached is a copy of the corrected CF for Homell. And below is the SAM.gov search results. Thanks!

Asumani, Saleh

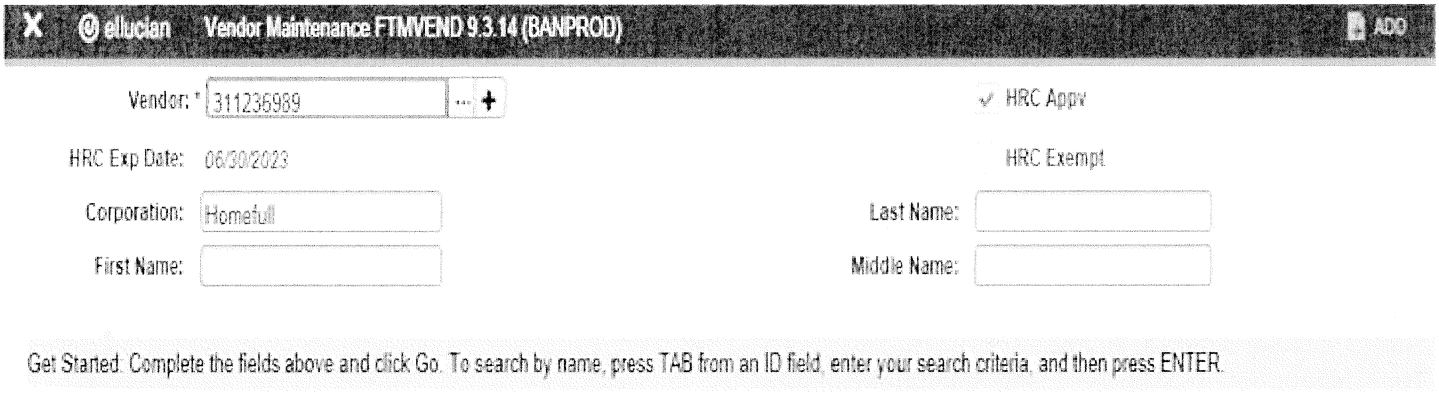
From: Asumani, Saleh
Sent: Monday, June 22, 2020 1:31 PM
To: Brown, Kena
Subject: FW: CMR Packet for 7/1/2020 Commission
Attachments: Homefull - West Dayton Food & Jobs CMR Packet_signed.pdf; Homefull West Dayton Food Jobs Corrected CF.pdf

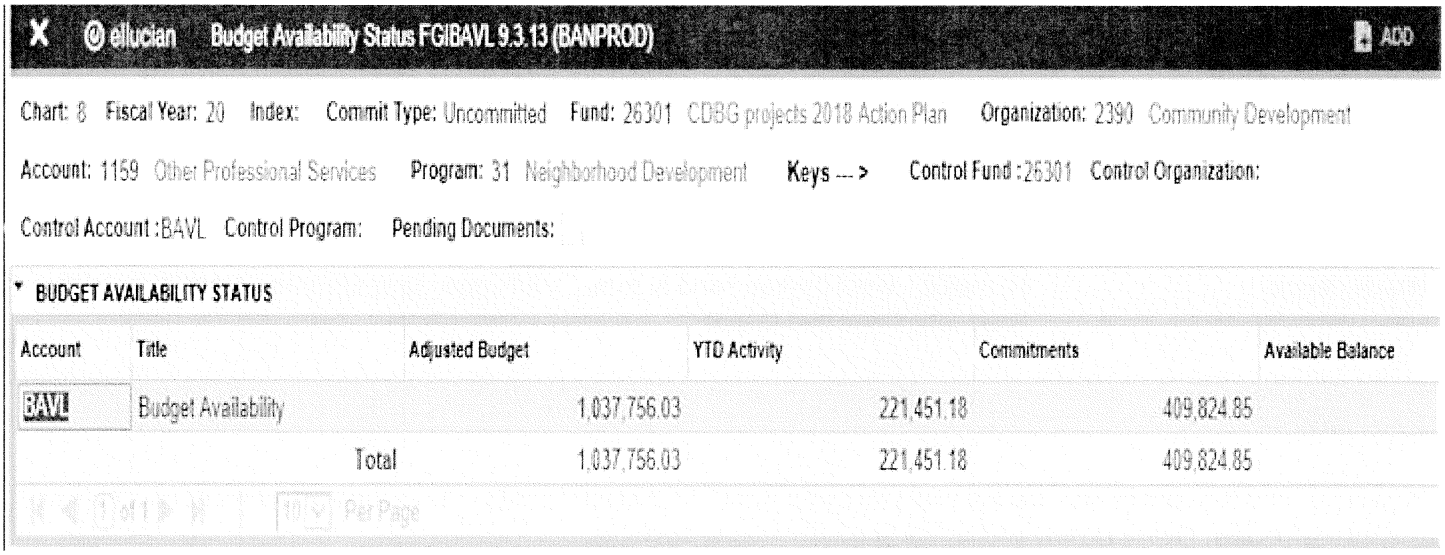
Hello Kena,

Please attached is a commission packet that I received from P&CD electronically. The second attachment is a corrected CF after my review. Please review and let me know if I missed anything.

Thanks,

Saleh





Budget Availability Status FGIBAVL 9.3.13 (BANPROD)

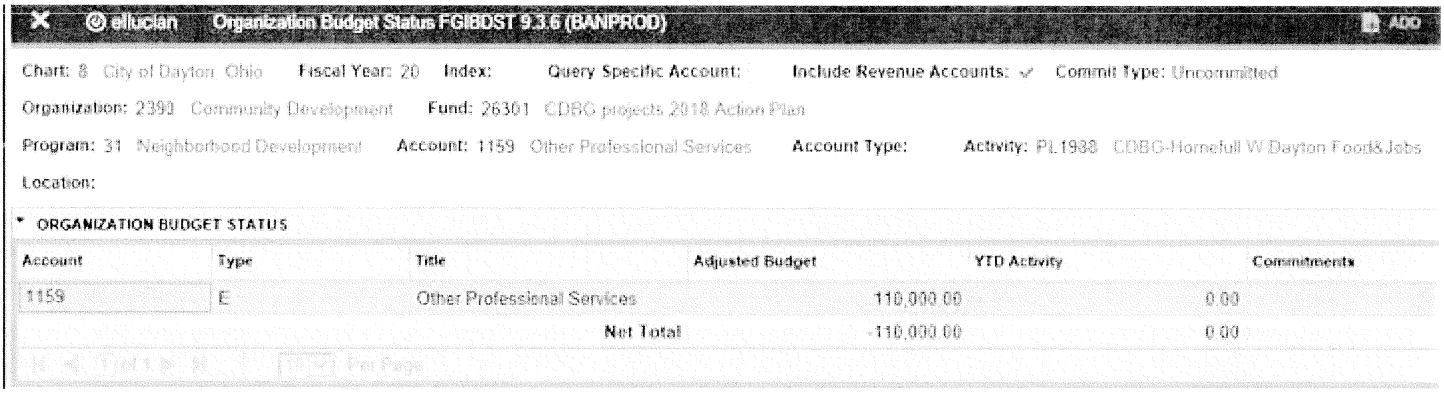
Chart: 8 Fiscal Year: 20 Index: Commit Type: Uncommitted Fund: 26301 CDBG projects 2018 Action Plan Organization: 2390 Community Development

Account: 1159 Other Professional Services Program: 31 Neighborhood Development Keys ---> Control Fund : 26301 Control Organization:

Control Account : BAVL Control Program: Pending Documents:

BUDGET AVAILABILITY STATUS

Account	Title	Adjusted Budget	YTD Activity	Commitments	Available Balance
BAVL	Budget Availability	1,037,756.03	221,451.18	409,824.85	
	Total	1,037,756.03	221,451.18	409,824.85	



Organization Budget Status FGIBOST 9.3.6 (BANPROD)

Chart: 8 City of Dayton Ohio Fiscal Year: 20 Index: Query Specific Account: Include Revenue Accounts: ✓ Commit Type: Uncommitted

Organization: 2390 Community Development Fund: 26301 CDBG projects 2018 Action Plan

Program: 31 Neighborhood Development Account: 1159 Other Professional Services Account Type: Activity: PL1988 CDBG-Homefull W Dayton Food&Jobs

Location:

ORGANIZATION BUDGET STATUS

Account	Type	Title	Adjusted Budget	YTD Activity	Commitments
1159	E	Other Professional Services	110,000.00	0.00	
		Net Total	-110,000.00	0.00	

From: Geist, Sarah
Sent: Thursday, June 18, 2020 3:13 PM
To: Asumani, Saleh <Saleh.Asumani@daytonohio.gov>
Cc: Jeffries, Erin <Erin.Jeffries@daytonohio.gov>; Browning, Hilary <Hilary.Browning@daytonohio.gov>
Subject: CMR Packet for 7/1/2020 Commission

Hi Saleh,

I hope you are well! I have attached the City Manager's Report Packet for Homefull's West Dayton Food and Jobs Program, which we would like included on the 7/1/2020 Commission Calendar.
Hilary is working with Akiya to ensure the budget is in the proper Activity Code. If you have any questions, please let me know.

Thank you!
Sarah

DAYTON **Sarah Geist**
Community Development Grant Administrator

Planning & Community Development I City of Dayton
101 W. Third Street, 6th Floor I Dayton, Ohio 45402
Office 937.333.3814 I Fax 937.333.4281 I www.daytonohio.gov
#DaytonCounts **2020CENSUS.GOV**

From: Jeffries, Erin
Sent: Tuesday, June 23, 2020 6:04 AM
To: Asumani, Saleh <Saleh.Asumani@daytonohio.gov>
Cc: Geist, Sarah <Sarah.Geist@daytonohio.gov>
Subject: Homefull CF with expiration date

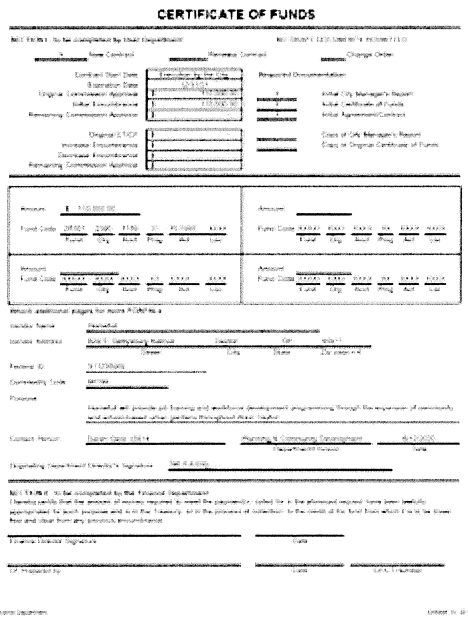
Saleh, the corrected CF is attached. Thank you!

Erin M. Jeffries
Division Manager - Community Development
City of Dayton
937-333-3863

Get Outlook for iOS

---------- Forwarded message ----------
From: "**Adobe Sign**" <echosign@echosign.com>
Date: Mon, Jun 22, 2020 at 6:49 PM -0400
Subject: 2020 CDBG Homefull West Dayton Food & Jobs 20200622 between City of Dayton and Todd M. Kinskey is Signed and Filed!
To: "Jeffries, Erin" <Erin.Jeffries@daytonohio.gov>, "Kinskey, Todd" <Todd.Kinskey@daytonohio.gov>

Adobe Sign


CERTIFICATE OF FUNDS

2020 CDBG Homefull West Dayton Food & Jobs 20200622 between City of Dayton and Todd M. Kinskey is Signed and Filed!

To: Erin Jeffries and Todd M. Kinskey

Attached is a final copy of **2020 CDBG Homefull West Dayton Food & Jobs 20200622.**

Copies have been automatically sent to all parties to the agreement.

You can view the document in your Adobe Sign account.

Why use Adobe Sign:

- Exchange, Sign, and File Any Document. In Seconds!
- Set-up Reminders. Instantly Share Copies with Others.

- See All of Your Documents, Anytime, Anywhere.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

CERTIFICATE OF FUNDS

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	$ 110,000.00
Initial Encumbrance	$ 110,000.00
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: $ 110,000.00

Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1988 (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: Homefull

Vendor Address: 829 S. Gettysburg Avenue (Street) Dayton (City) OH (State) 45417 (Zip code + 4)

Federal ID: 311236989

Commodity Code: 96199

Purpose:

Homefull will provide job training and workforce development programming through the expansion of community and school-based urban gardens throughout West Dayton.

Contact Person: Sarah Geist x3814 | Planning & Community Development (Department/Division) | 6/12/2020 (Date)

Originating Department Director's Signature: Todd M. Kinskey (Todd M. Kinskey (Jun 22, 2020 18:48 EDT))

SECTION II - to be completed by the Finance Department

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

Finance Director Signature _____ Date _____

CF Prepared by _____ Date _____ CF/CT Number _____

2020 CDBG Homefull West Dayton Food & Jobs 20200622

Final Audit Report 2020-06-22

Created:	2020-06-22
By:	Erin Jeffries (erin.jeffries@daytonohio.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuALJQ6SZu-IcUf9HvcRg-xDz4Bg7qaZw

"2020 CDBG Homefull West Dayton Food & Jobs 20200622" History

Document created by Erin Jeffries (erin.jeffries@daytonohio.gov)
2020-06-22 - 8:24:45 PM GMT- IP address: 98.29.160.250

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-06-22 - 8:25:12 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-06-22 - 10:48:34 PM GMT- IP address: 45.59.37.80

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-06-22 - 10:48:56 PM GMT - Time Source: server- IP address: 45.59.37.80

Signed document emailed to Erin Jeffries (erin.jeffries@daytonohio.gov) and Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-06-22 - 10:48:56 PM GMT

City Manager's Report

From **2390 - Planning & CD/Community Dev**

Date **July 1, 2020**

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

Supplier, Vendor, Company, Individual

Total Amount **$110,000.00 (thru 12/31/2021**

Name **Homefull**

Address **829 S. Gettysburg Avenue**
Dayton, Ohio 45417

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 & 2018 Community Development Block Grant (CDBG)	26301-2390-1159-31-PL1988	$110,000.00

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

Description

Community Development Block Grant Subrecipient Agreement – Homefull

The Department of Planning and Community Development requests approval to enter into an Agreement with Homefull to administer the West Dayton Food and Jobs Program. These funds will provide job training and workforce development programming within an urban farm environment. The West Dayton Food and Jobs Program will expand the creation and operation of community and school-based urban gardens throughout West Dayton while providing job training to 20 low- to moderate-income (LMI) participants at or below 80% of the Area Median Income (AMI). This program will support the creation or retention of jobs for approximately 7-10 LMI individuals in the City of Dayton. Under the Community Development Block Grant (CDBG) program, the City is awarding $110,000.00 in 2016 and 2018 Action Plan funds to Homefull 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 Subrecipient Agreement are attached.

Signatures/Approval

Erin Jeffries (Jun 12, 2020 13:44 EDT)
Division

Todd M. Kinskey (Jun 15, 2020 22:38 EDT)
Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract _____ Renewal Contract _____ Change Order

	Execution by the City
Contract Start Date	
Expiration Date	
Original Commission Approval	$ 110,000.00
Initial Encumbrance	$ 110,000.00
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: $ 110,000.00

Fund Code 26301 (Fund) 2390 (Org) 1159 (Acct) 31 (Prog) - PL1988 (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: Homefull

Vendor Address: 829 S. Gettysburg Avenue (Street) Dayton (City) OH (State) 45417 (Zip code + 4)

Federal ID: 813470466

Commodity Code: 96199

Purpose:

Homefull will provide job training and workforce development programming through the expansion of community and school-based urban gardens throughout West Dayton.

Contact Person: Sarah Geist x3814 Planning & Community Development (Department/Division) 6/12/2020 (Date)

Originating Department Director's Signature: Todd M. Kinskey (Todd M. Kinskey (Jun 15, 2020 22:38 EDT))

SECTION II - to be completed by the Finance Department

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

Finance Director Signature _____ Date _____

CF Prepared by _____ Date _____ CF/CT Number _____

BACK

DRAFT

1st and 2nd Reading 9.
6514-20

By _____ No._____

A RESOLUTION

Authorizing the Submission of the 2019 Action Plan Amendment for CARES Act CV Funding and the Citizen Participation Plan Amendment to the U.S. Department of Housing and Urban Development; Authorizing the Acceptance of Grant Awards Under Two (2) Community Planning and Development Formula Programs from the U.S. Department of Housing and Urban Development on Behalf of the City of Dayton and the Dayton Kettering HOME Consortium; and Declaring an Emergency.

WHEREAS, Local jurisdictions participating in funding under any of the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development formula grant programs must submit a five year Consolidated Plan, prepared in accordance with the requirements of 24 Code of Federal Regulations (CFR), Part 91; and,

WHEREAS, In addition to submitting a Consolidated Plan, local jurisdictions must annually submit to HUD an Action Plan, prepared in accordance with the requirements of 24 CFR Part 91, describing the activities the jurisdiction anticipates undertaking during the next year to address priority needs in terms of goals that are described in it Consolidated Plan; and,

WHEREAS, In response to the COVID-19 global pandemic, the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020; and,

WHEREAS, The CARES Act provides public participation requirement waiver and additional funding for HUD's formula grant programs to aid communities in preventing and recovering from the health crisis; and,

WHEREAS, The additional HUD formula grant funding provided through the CARES Act must be applied for via an amendment to the 2019 Action Plan; and,

WHEREAS, HUD requires local jurisdictions to prepare and adhere to a Citizen Participation Plan for HUD Programs in accordance with 24 CRF Part 91, Section 104; and,

WHEREAS, The City desires to amend the Citizen Participation Plan previously adopted by the Dayton City Commission on November 4, 2015, through Resolution No. 6148-15, to adopt the updates to citizen participation and public comment period requirement waivers as provided under the CARES Act; and,

WHEREAS, The City of Dayton is a local jurisdiction that participates in funding under HUD's formula grant programs; and,

WHEREAS, The City of Dayton expects that its entitlement amount for the first round of the CDBG-CV program will be at least THREE MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND ZERO CENTS ($3,471,659.00); and,

WHEREAS, The City of Dayton expects that its allocation under the first round of the ESG-CV Program will be at least ONE MILLION, SEVEN HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS ($1,745,634.00) for funds to assist in the delivery of services to homeless persons and families; and,

WHEREAS, The City of Dayton expects that its allocation under the second round of the ESG-CV Program will be at least ONE MILLION EIGHT HUNDRED SIXTY THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS AND ZERO CENTS ($1,860,397.00) for funds to assist in the delivery of services to homeless persons and families; and,

WHEREAS, the City of Dayton expects to receive additional CDBG-CV and ESG-CV funding allocations; and,

WHEREAS, Public meetings have been held to obtain the view of citizens likely to be affected by the proposed community development and housing activities and thereby provided such citizens an adequate opportunity to participate in the development of the plans; and,

WHEREAS, The Citizen Participation Plan and 2019 Action Plan Amendment must be submitted to the U.S. Department of Housing and Urban Development prior to the release of the additional HUD formula grant funding in response to COVID-19, and it is therefore necessary for the immediate protection of the public peace, health, safety and property that this resolution take effect on an early date; now, therefore,

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

Section 1. That the City Manager or her designee be, and hereby is, authorized and directed on behalf of the City of Dayton to file an amendment to the Citizen Participation Plan and an amendment to the 2019 Action Plan with HUD for the purposes of participation in the categorical grant programs sponsored by the Community Planning and Development Division of the U.S. Department of Housing and Urban Development, the first round of the Community Development Block Grant CV Program in the amount of at least THREE MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND ZERO CENTS ($3,471,659.00), the first round of the Emergency Solutions Grant CV Program in the amount of at least ONE MILLION, SEVEN HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS ($1,745,634.00); the second round of the Emergency Solutions Grant CV Program in the amount of at least ONE MILLION EIGHT HUNDRED SIXTY THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS AND ZERO CENTS ($1,860,397.00), and subsequent CDBG-CV and ESG-CV funding as allocated by HUD.

Section 2. That if HUD tenders a grant to fund said Programs, the City Manager or his designee is hereby authorized and directed to accept said grants on behalf of the City of Dayton, and to execute any necessary contracts or other documents in connection with the grants and the Programs.

Section 3. For the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

Adopted by the Commission _____, 2020

Signed by the Mayor _____, 2020

_____
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_____
Clerk of Commission

APPROVED AS TO FORM:

Amelia N. Blankenship for
_____
City Attorney

CITY OF DAYTON
PUBLIC PARTICIPATION PLAN

I. PURPOSE & INTENT

A. The purpose of this Public Participation Plan is to provide for and encourage residents to participate in the development of the Consolidated Plan, Annual Action Plan, any substantial amendment to the Consolidated or Action Plan, and the Consolidated Annual Performance and Evaluation Report.

B. The City of Dayton intends to encourage participation of all residents, including:

1. Low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where HUD funds are proposed to be used;
2. Minorities and non-English speaking persons;
3. Persons with disabilities;
4. Local and regional institutions;
5. Continuum of Care and other organizations that assist in the implementation of the Consolidated Plan;
6. Public housing agencies and residents of public and assisted housing developments.

C. The City of Dayton recognizes the importance of public participation and fully endorses a philosophy that maximizes public involvement through continual exploration of alternative techniques for optimal engagement.

D. This Public Participation Plan meets the Citizen Participation and Consultation requirements for local jurisdictions and HOME consortia as defined in the Code of Federal Regulations in Sections 24 CFR Part 91.105, 24 CFR Part 91.401, and 24 CFR Part 91.100.

II. PROGRAM POLICY

It shall be the general policy under this plan to:

A. Provide for and encourage public participation, with particular emphasis on participation by persons of low and moderate income;

B. Provide residents with reasonable opportunity to comment on the Public Participation Plan, Consolidated Plan, Action Plan, any substantial amendment to such plans, and the Consolidated Annual Performance and Evaluation Report and to consider all comments and views received;

C. Minimize the displacement of persons. In the unlikely event of any such displacement, the City of Dayton will adhere to the requirements set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24;

D. Provide for public hearings to obtain resident views and to respond to proposals and questions at all stages of the community development program, including the review of proposed activities and review of program performance. Hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for those with disabilities;

E. Provide residents, public agencies, and other interested parties with reasonable and timely access to local meetings, information, and records relating to the proposed use of funds;

F. Provide for technical assistance to groups representative of persons of low- and moderate-income who request such assistance in developing proposals; and

G. Provide for a timely written answer to written complaints and grievances.

III. TERMS & DEFINITIONS

Action Plan (AP)

The annual application that describes how the City will use its anticipated CDBG, HOME and ESG resources to implement the CP in a one-year time frame. The Action Plan also describes other actions that the City, its subrecipients, and other community partners will take to implement its Consolidated Plan.

Citizen Participation Plan (CPP)

The required plan that sets forth the City's policies and procedures for public participation in HUD programs. The adopted plan must be used when developing the Consolidated Plan, substantial amendment to the plan, and the Consolidated Annual Performance and Evaluation Report. The City of Dayton's required plan is referred to as the Public Participation Plan.

Community & Neighborhood Development Advisory Board (CNDAB)

An advisory board to the City Manager made up of residents, staff and community agencies. It is the official body for reviewing and making recommendations for the CDBG, ESG, and HOME programs.

Community Development Block Grant (CDBG)

A federally funded program administered by HUD whose primary objective is to principally benefit persons of low- and moderate-income by providing decent housing, a suitable living environment, and through expanding economic opportunities.

Consolidated Annual Performance and Evaluation Report (CAPER)

Reports the one-year progress and performance of the CDBG, HOME and ESG programs administered by the City and its Subrecipients.

Consolidated Plan (CP)

A three- or five-year comprehensive plan that describes the City's housing and community development needs and sets forth local strategies to address them. The Consolidated Plan must be submitted to HUD in order for the City to receive CDBG, HOME and ESG funds.

Emergency Solutions Grant (ESG)

A federally funded program administered by HUD whose objectives are to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

HOME Investment Partnership (HOME)

A federally funded program administered by HUD whose objectives are to provide decent, safe and affordable housing, alleviating the problems of excessive rent burdens, homelessness and deteriorating housing stock nationwide.

Low- to Moderate-Income (LMI)

Low- to moderate-income represents those whose income are at 80% or below the area median family income, as determined by HUD Section 8 limits, published annually.

U.S. Department of Housing and Urban Development (HUD)

The federal agency that oversees the use of CDBG, HOME, and ESG funds approves the City's Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and any amendments to the aforementioned items. HUD also is the agency that monitors the City for compliance with all applicable regulations.

IV. COMMUNITY & NEIGHBORHOOD DEVELOPMENT ADVISORY BOARD (CNDAB)

The CNDAB is established by the City Manager as an advisory board and public participation mechanism for HUD programs. The CNDAB participates in developing and reviewing proposals and suggestions for projects and activities for each program year. It provides a public voice to the process and assists the City in assuring that program information is made available to all concerned residents.

The primary purpose of CNDAB is to:

A. Review and recommend priorities for the City's use of federal funds from HUD, for both operating and capital programs/projects. These HUD funds include, but are not limited to, CDBG, HOME and ESG.

B. Review and recommend, based on the City's adopted Consolidated Plan, allocations and/or amendments of the City's CDBG, HOME and ESG federal entitlement dollars to the City Manager.

C. The CNDAB is the focal point for the development and implementation of the Consolidated Plan and the Annual Action Plan. The board serves as a public review process providing guidance, reviewing and recommending policies and/or processes, making recommendations and advocating for the use of community resources.

The membership is made up of eighteen (18) members. There are ten (10) at-large members, two (2) of which must be of low- and moderate-income or represent agencies that serve low- and moderate-income populations; one (1) representative of Greater Dayton Premier Management; one (1) public or assisted housing resident; one (1) bilingual member who represents a non-English speaking minority population. There are four (4) City representatives, one member from each of the following offices: Department of Management and Budget; City Manager's Office; Planning and Community Development; and Public Works. There is one (1) Chairperson who serves as a non-voting member, with the exception of voting in the event of a tie. There are four (4) alternate representatives, three (3) of which are at-large alternates and one (1) must be an LMI alternate.

Nominations for board representatives are made by the Director of the Department of Planning and Community Development. The City Manager appoints members to the board for two- or three-year staggered terms.

All information and processes related to the Consolidated Plan, Action Plan, CAPER, allocation processes, and general policy and program issues concerning HUD's programs are brought before the CNDAB. Residents and stakeholders are welcome and encouraged to attend the CNDAB meetings, which are public meetings, held on the 2nd Monday of every month.

V. PUBLIC COMMENT

A. The City of Dayton will provide a minimum of thirty (30) days to receive comments from the public on proposed consolidated plans, annual action plans, and substantial amendments to the Consolidated and Annual Action Plans.

B. The City of Dayton will provide a minimum of fifteen (15) days to receive comments from the public on the Consolidated Annual Performance and Evaluation Report (CAPER).

C. All comments shall be submitted to:
City of Dayton
Department of Planning & Community Development
101 West Third Street, 6th Floor
Dayton, OH 45402

D. All written comments received will be reviewed and maintained in the City's Public Participation File.

E. COVID-19 Waiver Update: Per the U.S. Department of Housing and Urban Development Mega-Waiver released on March 31, 2020, the public comment period for Consolidated Plans, Annual Action Plans, and Substantial Amendments may be reduced to no less than five (5) days for the 2020 Program Year. The City of Dayton will utilize this waiver, and reduce public comment periods to five (5) days in length during the period of January 1, 2020, through December 31, 2020. The use of this waiver supersedes any comment periods established in Parts A-D of this section through December 31, 2020, or until amended, whichever occurs first.

VI. PUBLIC HEARINGS

A. The City of Dayton will hold a minimum of two (2) public hearings per year to obtain residents' views and to respond to proposals and questions. The hearings will address housing and community development needs, development of proposed activities, and review of program performance.

B. Public Hearing #1 will be held during the development of the Consolidated Plan or Annual Action Plan, prior to or during the public comment period. Information will include an overview of HUD programs, anticipated resources for the upcoming program year, proposed activities to be undertaken, including the estimated amount that will benefit persons of low- and moderate-income and other actions the City will be involved in to achieve the goals identified in the Consolidated Plan. All comments received will be summarized and included in the Consolidated and Annual Action Plans.

C. Public Hearing #2 will be held during the development of the Consolidated Annual Performance and Evaluation Report, prior to or during the public comment period. Information will include program evaluation and performance, accomplishments and expenditures during the program year. All comments received will be summarized and included in the CAPER.

D. The City will hold an additional public hearing for development of the Consolidated Plan outside City Hall in a community facility that is convenient and accessible for all residents. The public hearing will be held to obtain views of residents, public agencies, and other interested parties on identifying local housing and community development needs, issues and priorities. Further, comments and suggestions about strategies and activities to address needs will be encouraged, summarized and included in the Consolidated Plan.

E. All public hearings will be advertised in a local newspaper of general circulation, through social media including the City's website, and notice given to the CNDAB. All notices shall be published, delivered or posted at least fifteen (15) calendar days prior to the date of the public hearing.

F. All public hearings will be held at times and locations convenient to potential and actual beneficiaries, with suitable accommodation for persons with disabilities. The City of Dayton will also make every effort to accommodate non-English speaking residents who wish to participate in the public hearing. The City of Dayton will attempt, when contacted in advance, to locate and secure translators. In those instances when non-English speaking residents attend a meeting where no translator is present, the City is responsible for holding an additional meeting for the same purpose, with a translator present.

G. COVID-19 Waiver Update: Per the U.S. Department of Housing and Urban Development Mega-Waiver released on March 31, 2020, the requirements to provide citizens with reasonable notice and opportunity to comment are waived and grantees are permitted to make their own determination on what constitutes reasonable notice and opportunity to comment. As stated in Section V., Part E., the public comment period has been modified to 5 days for the 2020 Program Year. To comply with Governor DeWine's Stay-At-Home and Safer-At-Home orders, the City of Dayton will hold public hearings in a virtual format. The City of Dayton will advertise public hearings on the City of Dayton's website and notice given to the CNDAB. All public notices will be delivered or posted at least seven (7) days prior to the date of the public hearing. The use of this waiver supersedes any public hearing requirements established in Parts A-F of this section through December 31, 2020, or until amended, whichever occurs first.

VII. CONSOLIDATED PLAN AND ANNUAL ACTION PLANS

A. The City of Dayton will make available to residents, public agencies, and other interested parties information regarding the amount of assistance the City expects to receive (including HUD entitlement grant funds and program income), range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income, the City's plan to minimize the displacement of persons and to assist any persons displaced by housing activities, and any other relevant data that will assist in helping the public understand and participate in the program processes.

B. The City will publish and otherwise make available the Consolidated Plan and Annual Action Plan in a manner that allows residents, public agencies and other interested parties a reasonable opportunity to examine its contents and submit comments. The publication and availability efforts will include publishing a notice of availability and summary of the applicable document in a newspaper of general circulation; placing the summary document on the City's website and other social media; sending electronic copies (by request via e-mail); and providing a reasonable number of free copies to requesting agencies or individuals.

C. The City will allow for a minimum 30-day review and comment period for the Consolidated Plan and Annual Action Plan. All comments received and views expressed will be considered, summarized, and included in the final Consolidated Plan and Annual Action Plan.

D. COVID-19 Waiver Update: Per the U.S. Department of Housing and Urban Development Mega-Waiver released on March 31, 2020, the public comment period for Consolidated Plans, Annual Action Plans, and Substantial Amendments may be reduced to no less than five (5) days for the 2020 Program Year. The City of Dayton will utilize this waiver, and reduce public comment periods to five (5) days in length during the period of January 1, 2020, through December 31, 2020. The use of this waiver supersedes any comment periods established in Parts A-C of this section through December 31, 2020, or until amended, whichever occurs first.

VIII. AMENDMENTS

A. An amendment to the Consolidated Plan and/or Annual Action Plan caused by substantial changes in planned or actual activities will be determined by the following criteria:

1. Any NEW or CANCELLED project;
2. Any change which results in a CHANGE IN THE USE OF FUNDS from one eligible activity to another;
3. 50% DECREASE OF IMPACT in the scope of a project, thereby reducing the amount of beneficiaries by 50% or more;

4. A $100,000 OR 10% INCREASE OR DECREASE IN FUNDING, whichever is greater, for a previously approved activity.

B. The City will publish and otherwise make available the Amendment to the Consolidated Plan and Annual Action Plan in a manner that allows residents, public agencies and other interested parties a reasonable opportunity to review and submit comments. Amendments will be advertised in a local newspaper of general circulation, through social media including the City's website, and with notice given to the CNDAB.

C. The City will allow for at least a 30-day review and comment period for Amendments to the Consolidated Plan and Annual Action Plan. All comments received and views expressed will be considered, summarized, and included in the Substantial Amendment to the Consolidated Plan and Annual Action Plan.

D. COVID-19 Waiver Update: Per the U.S. Department of Housing and Urban Development Mega-Waiver released on March 31, 2020, the public comment period for Consolidated Plans, Annual Action Plans, and Substantial Amendments may be reduced to no less than five (5) days for the 2020 Program Year. The City of Dayton will utilize this waiver, and reduce public comment periods to five (5) days in length during the period of January 1, 2020, through December 31, 2020. The use of this waiver supersedes any comment periods established in Parts A-C of this section through December 31, 2020, or until amended, whichever occurs first.

IX. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

A. The City will publish and otherwise make available the Consolidated Annual Performance and Evaluation Report (CAPER) in a manner that allows residents, public agencies and other interested parties a reasonable opportunity to review and submit comments. Public notices regarding the opportunity to review and comment on the CAPER will be advertised in a local newspaper of general circulation, through social media including the City's website, and notice given to the CNDAB.

B. The City will allow for at least a 15-day review and comment period for the Consolidated Annual Performance and Evaluation Report (CAPER). All comments received and views expressed will be considered, summarized and included in the CAPER.

X. AVAILABILITY AND ACCESS TO RECORDS

A. The City will provide residents, public agencies, and other interested parties with reasonable and timely access to information and records relating to the HUD programs. The CAPER, adopted Consolidated Plan, Annual Action Plan, and any amendments will be made available to all interested residents. These documents will also be made available in a form accessible to persons with disabilities, upon request.

B. Documents will be available at the following:

City of Dayton
Department of Planning & Community Development
101 West Third Street, 6th Floor
Dayton, OH 45402

C. The City of Dayton will maintain records for five (5) years following the close of the program year.

XI. COMPLAINT PROCEDURE

A. Complaints or concerns regarding the City's program plans, policies, procedures, processes, documents or related questions may be written or phoned to:

City of Dayton
Department of Planning & Community Development
Division of Community Development
101 West Third Street, 6th Floor
Dayton, Ohio 45402
(937) 333-3670

A written response or acknowledgment of written complaints or concerns will be provided, as practical, within fifteen (15) working days.

B. Persons wishing to object to the approval of the Consolidated Plan and/or Action Plan to HUD may make such objections known to the appropriate HUD area office. The HUD area office serving the City of Dayton is:

Community Planning and Development Division
U.S. Department of Housing and Urban Development, Ohio State Office
200 North High Street
Columbus, OH 43215-2499

Adopted: November 4, 2015 (Resolution No. 6148-15).
Amended: May 11, 2020.

This document supersedes and replaces in its entirety the "Citizen Participation Plan for the Department of Housing & Urban Development (HUD) Programs" adopted November 5, 2003, per Resolution Number 5297-03.

Resolution - CARES Act CPP and AP Amendments Grant Awards for July 1 calendar

Final Audit Report 2020-06-22

Created:	2020-06-22
By:	Erin Jeffries (erin.jeffries@daytonohio.gov)
Status:	Signed
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"Resolution - CARES Act CPP and AP Amendments Grant Awards for July 1 calendar" History

Document created by Erin Jeffries (erin.jeffries@daytonohio.gov)
2020-06-22 - 8:52:25 PM GMT- IP address: 98.29.160.250

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
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Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
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Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-06-22 - 10:46:11 PM GMT - Time Source: server- IP address: 45.59.37.80

Signed document emailed to Sarah Geist (sarah.geist@daytonohio.gov), Todd M. Kinskey (todd.kinskey@daytonohio.gov) and Erin Jeffries (erin.jeffries@daytonohio.gov)
2020-06-22 - 10:46:11 PM GMT

MEMORANDUM | DAYTON

June 22, 2019

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

FROM: Todd M. Kinskey, Director
Department of Planning and Community Development Todd M. Kinskey
Todd M. Kinskey (Jun 22, 2020 18:46 EDT)

SUBJECT: Emergency Resolution Authorizing Submission of the 2020 Action Plan and Acceptance of 2020 Grant Awards

Attached for your review and placement on the July 1, 2020, City Commission Calendar is an Emergency Resolution authorizing submission of the revised Citizen Participation Plan and 2019 Action Plan Amendments to the U.S. Department of Housing and Urban Development (HUD), and the acceptance of HUD formula grant awards pertaining to the COVID-19 pandemic.

The Citizen Participation Plan was previously adopted by the City Commission on November 4, 2015, through Resolution No. 6148-15. The Plan has been updated to include special provisions and waivers made available through the CARES Act.

The 2019 Action Plan Amendment will be submitted to HUD in mid-July, and HUD will issue grant agreements for the first rounds of Community Development Block Grant CARES Act (CDBG-CV) and Emergency Solutions Grant CARES Act (ESG-CV) funding within approximately 60 days of submission.

Due to the time sensitive nature of these submissions, we are requesting an emergency measure with two readings at the July 1, 2020, City Commission Meeting.

Please contact Erin Jeffries, Division Manager – Community Development, at extension 3863 with questions.

Thank you.

TMK/emj
Attachments

BACK

DRAFT

2nd Reading 10.
3/18/20-2D

By:..... No.....

AN ORDINANCE

Authorizing the City Manager to Accept a Grant Award from the Ohio Department of Transportation for an Amount of Three Hundred Twenty-Six Thousand Seven Hundred Dollars and Zero Cents ($326,700.00) in Federal Safety Funds.

WHEREAS, The State of Ohio Department of Transportation ("ODOT") has identified the need for sidewalk along Gettysburg Avenue from Nicholas Road to Prison 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 Three Hundred Twenty-Six Thousand Seven Hundred Dollars and Zero Cents ($326,700.00).

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

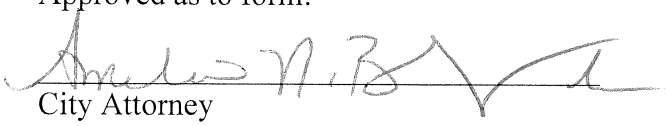
Signed by the Mayor....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM | DAYTON

June 10, 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 construct sidewalk along Gettysburg Avenue from Nicholas Road to Prison Drive. The grant amount is for $326,700. Please present the Ordinance to the City Commission at its June 24 and July 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

BACK