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
   1. Parr Public Safety Equipment (vehicle up-fitting parts and services for four vehicles) $19,585.72
1. (Cont’d):

**PROCUREMENT, MANAGEMENT AND BUDGET**

**B1. USI Midwest LLC** (one-year employment practices liability insurance policy) – PO201210  
$28,782.00

**B2. USI Midwest LLC** (automobile physical damage insurance policy) - PO201211  
$146,952.00

**B3. USI Midwest LLC** (property/casualty insurance policy) – PO201220  
$584,950.00

**PUBLIC WORKS**

**C1. B & H Photo Video** (two drones with related items)  
$35,593.88

**C2. Pro Fab Welding Service LLC** (welding and fabrication services as needed through 12-31-20)  
$340,000.00

**C3. Raptor PPE LLC** (body temperature detection cameras)  
$91,445.00

**C4. Phillips Companies** (various types of playground mulch as needed through 12-31-20)  
$10,000.00

**RECREATION AND YOUTH SERVICES**

**D1. G & G Fitness Equipment, Inc.** (one hundred vinyl dividers)  
$20,248.34

**D2. Zan Creative, Inc. dba Nova Creative Group** (design, marketing, messaging and branding services as needed through 12-31-20)  
$10,000.00

**WATER**

**E1. JGM Valve Corporation** (Vaughn chopper pump)  
$15,600.00

**E2. Rotork Controls, Inc.** (two new spare actuators)  
$23,893.18

**E3. Friends Service Company, Inc. dba Friendsoffice** (office furniture including delivery and installation services)  
$31,957.30

**E4. Sullivan Environmental Technologies** (Myno progressive cavity pump)  
$22,764.00

**E5. Maryland Biochemical Company, Inc.** (Wet Well Wizard lift station aeration system)  
$11,552.00

-Depts. of Police, Procurement Management and Budget, Public Works, Recreation and Youth Services and Water.  
**Total: $1,393,323.42**

$63,000.00  
(Thru 12/31/20)
3. **SP Plus, Standard Parking Corp. – Contract Modification** – second renewal and sixth amendment for public parking facilities, shuttle bus service and taxi starter service at the Dayton International Airport- Dept. of Aviation/AP Admin and Finance. $4,000,000.00 (Thru 10/31/22)

B. **Construction Contracts:**

4. **C. G. Construction and Utilities, Inc. – Award of Contract** – Mundale Avenue and Fauver Avenue Water Main Improvements (5% SBE and 10% MBE and 5% WBE Participation Goal/5.1% SBE, 10% MBE and 5% WBE Participation Achieved) – Dept. of Water/Water Engineering. $1,130,328.84 (Thru 05/31/22)

5. **C. G. Construction and Utilities, Inc. – Award of Contract** – Wayne and Watervliet Avenue Water Main Improvements (20% MBE Participation Goal/20% MBE Participation Achieved) – Dept. of Water/Water Engineering. $1,930,525.74 (Thru 07/31/22)

C. **Revenue to the City:**

6. **Dayton Power and Light Company - Legal Settlement** – Commission of Ohio Case Settlement – Dept. of Law/Civil. Public Utilities $1,600,000.00 (Thru 12/31/23)

7. **United States of America – Contract Modification** – eighth amendment for lease of office and administrative space for the Transportation Security Administration (TSA) – Dept. of Aviation/AP Admin and Finance. $396,798.84 (Thru 08/31/22)

E. **Other – Contributions, Etc.:**

8. **Granada Holdings, LLC – Grant Agreement** – for Dayton CARES Act Small Business Capital Grant Agreement – Dept. of Planning and Community Development/Land Use Administration. $14,964.00 (Thru 11/30/20)

9. **Lock 27 Brewing, LLC – Grant Agreement** – for Dayton CARES Act Small Business Capital Grant Agreement – Dept. of Planning & Community Development/Land Use Admin. $15,000.00 (Thru 11/30/20)
10. **National League of Cities – Other** – for National League of Cities membership dues for 2020 – Dept. of Procurement Management and Budget. $10,154.00

11. **Oakwood Car Wash LLC – Grant Agreement** – for Dayton CARES Act Small Business Capital Grant Agreement – Dept. of Planning & Community Development/Land Use Admin. $11,982.00 (Thru 11/30/20)

12. **Ram Pride, LLC, DBA Gem City Car Wash – Grant Agreement** – for Dayton CARES Act Small Business Capital Grant Agreement – Dept. of Planning & Community Development/Land Use Admin. $15,000.00 (Thru 11/30/20)

13. **SueJan, Inc. DBA Jimmie’s Ladder 11 – Grant Agreement** – for Dayton CARES Act Small Business Capital Grant Agreement – Dept. of Planning & Community Development/Land Use Admin. $12,484.00 (Thru 11/30/20)

14. **Veritas Foods, LLC DBA Roost Modern Italian – Grant Agreement** – for Dayton CARES Act Small Business Capital Grant Agreement – Dept. of Planning & Community Development/Land Use Admin. $13,943.00 (Thru 11/30/20)

**IV. LEGISLATION:**

**Improvement Resolution – First Reading:**

15. **No. 3598-20** Declaring that it is Necessary to Repair Sidewalks, Curbs and Gutters at 331 and 344 Smith Street.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 31849-20**

**RESOLUTION NO. 6546-20**

**IMPROVEMENT RESOLUTION NO. 3599-20**

**INFORMAL RESOLUTION NO. 981-20**
POLICE

(A1) P0201212 – PARR PUBLIC SAFETY EQUIPMENT, GALLOWAY, OH

- Vehicle up-fitting parts and services for four (4) vehicles.
- These goods and services are required to place the COVID-19 transport vehicles into service for the Department of Police's operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18034JL with pricing through 4/30/2022 and the State of Ohio Contract Pricing #MMA7607 and Index #MMA845.
- One hundred percent (100%) of funding is from the Coronavirus Emergency Supplemental Grant.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Motorized Equipment</td>
<td>28146-6210-1412-71</td>
<td>$19,585.72</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT

(B1) P0201210 – USI MIDWEST LLC, MIAMI TOWNSHIP, OH
- One-year employment practices liability insurance policy.
- This policy insures the City against liability risks such as wrongful termination, discrimination and sexual harassment.
- Five (5) possible vendors were solicited and two (2) responses were received.
- The Department of Procurement, Management and Budget recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Insurance - Contractual</td>
<td>10000-9980-1181-99</td>
<td>$28,782.00</td>
</tr>
</tbody>
</table>

(B2) P0201211 – USI MIDWEST LLC, MIAMI TOWNSHIP, OH
- Automobile physical damage insurance policy.
- This policy is required to insure City-owned automobiles.
- Five (5) possible vendors were solicited and two (2) responses were received.
- The Department of Procurement, Management and Budget recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Insurance - Contractual</td>
<td>10000-9980-1181-99</td>
<td>$146,952.00</td>
</tr>
</tbody>
</table>

(B3) P0201220 – USI MIDWEST LLC, MIAMI TOWNSHIP, OH
- Property/casualty insurance policy.
- This policy is required to insure City-owned property against fire and extended perils.
- Eight (8) possible vendors were solicited and three (3) responses were received.
- The Department of Procurement, Management and Budget recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Insurance - Contractual</td>
<td>10000-9980-1181-99</td>
<td>$584,950.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – CIVIL ENGINEERING

(C1) P0201218 – B & H PHOTO-VIDEO, INC., NEW YORK, NY
- Two (2) drones with related items.
- These goods are required for monitoring City project locations.
- Rates are in accordance with the Omnia Partners Cooperative Purchasing Contract #R160-01-P.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>CARES Technology</td>
<td>28133-6450-1383-54-CRF25</td>
<td>$35,593.88</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – FLEET MANAGEMENT

(C2) P0201149 – PRO FAB WELDING SERVICE LLC, MORaine, OH

- Welding and fabrication services as needed through 12/31/2020.
- These services are required to maintain the City’s fleet.
- Seventeen (17) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB 20037S with pricing through 12/31/2021.
- The Department of Public Works requests additional authority of $310,000.00 through 12/31/2024.
- The Department of Public Works recommends acceptance of lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Other Equipment Maintenance</td>
<td>61000-6470-1167-99</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2021</td>
<td>Other Equipment Maintenance</td>
<td>61000-6470-1167-99</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Other Equipment Maintenance</td>
<td>61000-6470-1167-99</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Other Equipment Maintenance</td>
<td>61000-6470-1167-99</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Other Equipment Maintenance</td>
<td>61000-6470-1167-99</td>
<td>$80,000.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – PROPERTY MANAGEMENT

(C3) P0201172 – RAPTOR PPE LLC, BLOOMINGTON, IL

- Body temperature detection cameras.
- These goods and services are required to install automatic body temperature detection devices throughout City facilities.
- Thirty-four (34) possible vendors were solicited and twenty-four (24) bids were received. This order establishes a price agreement per IFB N20025.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>CARES Facilities/Infrastructure</td>
<td>28133-6480-1431-54-CRF05</td>
<td>$91,445.00</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – STREET MAINTENANCE

(C4) P0201138 – PHILLIPS COMPANIES, BEAVERCREEK, OH

- Various types of playground mulch as needed through 12/31/2020.
- These goods are required to resurface playgrounds throughout the City to meet safety standards.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB D19009 with pricing through 4/30/2021.
- This amendment increases the previously authorized amount of $8,000.00 by $10,000.00 for a total not to exceed $18,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>10000-6490-1301-56</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

RECREATION AND YOUTH SERVICES

(D1) P0201219 – G & G FITNESS EQUIPMENT, INC., WILLIAMSVILLE, NY

- One-hundred vinyl dividers.
- These goods are required to put between cardio equipment in the City’s recreation centers as a result of Covid-19.
- Due to time constraints, four (4) possible vendors were solicited and all four (4) responses were received.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Recreation and Youth Services recommends acceptance of the low response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>CARES Miscellaneous</td>
<td>28133-6510-1386-56-CRF33</td>
<td>$20,248.34</td>
</tr>
</tbody>
</table>

(D2) P0200794 – ZAN CREATIVE, INC. dba NOVA CREATIVE GROUP, CENTERVILLE, OH

- Design, marketing, messaging and branding services as needed through 12/31/2020.
- These services are required to enhance communications to new Recreation and Youth Services’ customers.
- Zan Creative, Inc. dba Nova Creative Group is recommended based upon proven past performance and to ensure continuity of service; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $10,000.00 by $10,000.00 for a total not to exceed $20,000.00 and therefore requires City Commission approval.
- The Department of Recreation and Youth Services recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Other Professional Services</td>
<td>10000-6530-1159-56</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION

(E1) P0201214 – JGM VALVE CORPORATION, COMMERCE, MI
- Vaughn chopper pump.
- This good is required to be a spare/redundant pump for the current drain pump which is at the end of its useful life and essential to proper process function.
- JGM Valve Corporation is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Furniture, Fixtures &amp; Equip Assets</td>
<td>55000-3460-1411-54</td>
<td>$15,600.00</td>
</tr>
</tbody>
</table>

(E2) P0201164 – ROTORK CONTROLS, INC., MILWAUKEE, WI
- Two (2) new spare actuators.
- These goods are required for the 54-inch recirculation valve which are critical to the trickling filters.
- Rotork Controls, Inc. is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Furniture, Fixtures &amp; Equip Assets</td>
<td>55000-3460-1411-54</td>
<td>$23,893.18</td>
</tr>
</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(E3) P0201208 – FRIENDS SERVICE COMPANY, INC. dba FRIENDS OFFICE, MORAIN, OH
- Office furniture including delivery and installation services.
- These goods and services are required to replace old furnishings worn beyond economical repair for the Division of Water Supply and Treatment.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17047D with firm pricing through 9/30/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Furniture, Fixtures &amp; Equip Assets</td>
<td>53000-3430-1411-54</td>
<td>$31,957.30</td>
</tr>
</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(E4) P0201216 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY

- Moyno progressive cavity pump.
- This good is required to reduce the sludge blanket in the secondary basin which ensures the proper settling of particulars and prevents short circuiting.
- Sullivan Environmental Technologies is recommended as the sole regional municipal distributor for Moyno, Grundfos and other brands of pumps; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Furniture, Fixtures &amp; Equip</td>
<td>53000-3430-1411-54</td>
<td>$22,764.00</td>
</tr>
<tr>
<td></td>
<td>Assets</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(E5) P0201213 – MARYLAND BIOCHEMICAL COMPANY, INC., BEL AIR, MD

- Wet Well Wizard lift station aeration system.
- This good is required to maintain and operate the Fairbanks Sanitary Lift Station more efficiently and effectively.
- Maryland Biochemical Company, Inc. is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Motorized Equipment</td>
<td>55000-3445-1412-54</td>
<td>$11,552.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of these orders.
SERVICE AGREEMENT FOR PROFESSIONAL SECURITY GUARD SERVICES – SECOND AMENDMENT

The Department of Public Works requests approval for a second amendment to the City’s agreement with Moonlight Security. This amendment will cover additional services needed through December 31, 2020 for City Hall, City Hall Garage, One Stop and the Oregon District Garage.

This Agreement shall commence upon execution and shall have an initial term that expires on December 31, 2020, unless terminated earlier. This agreement has a renewable option for three (3) additional twelve (12) months terms. Total expense of this agreement in the initial term shall not exceed $1,326,351.00. If agreement is renewed for any of the additional twelve (12) month terms, the percent increase per year following the initial term shall not exceed one percent (1%).

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

A Certificate of Funds for $63,000.00 is attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>07/01/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,326,351.00</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$1,263,351.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$63,000.00</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2037</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$63,000.00</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Required Documentation

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$23,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 10000 - 6480 - 1157 - 54 - XXXX - XXXX</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$40,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 11000 - 3510 - 1157 - 11 - XXXX - XXXX</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security, Inc.
Vendor Address: 4977 Northcutt Pl Dayton OH 45414
Federal ID: 311450776
Commodity Code: 99046
Purpose: For security guard services throughout various City-owned facilities

Contact Person: Chathan Robinson
Public Works/Property Management

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:

CF Prepared by:

Date:

CF/CT Number:

October 18, 2011
SECOND AMENDMENT TO SERVICE AGREEMENT FOR
PROFESSIONAL SECURITY GUARD SERVICES

THIS SECOND AMENDMENT TO PROFESSIONAL SECURITY GUARD SERVICES AGREEMENT (“Agreement”), is entered into this ___ day of ________, 2020 between the City of Dayton, Ohio (“City”), a municipal corporation existing by and under the laws and the Constitution of the State of Ohio, and Moonlight Security, Inc. (“Contractor”), an Ohio corporation.

WITNESSETH THAT:

WHEREAS, City and Contractor entered into an Agreement on June 15, 2018 for unarmed and armed security guard services; and,

WHEREAS, City and Contractor entered into a First Amendment on November 2, 2018 for additional services; and,

WHEREAS, The City requires the services of security guards during its operation and events; and,

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide such services as further described herein; and

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

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

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

ARTICLE 3. COMPENSATION

The City shall pay Contractor for the services provided under this Agreement an amount not to exceed $17.45 per hour for armed and unarmed security services, as set forth in the Scope of Services. The total amount of remuneration due under this Agreement in the initial term of this Agreement shall not exceed ONE MILLION THREE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED FIFTY ONE DOLLARS AND ZERO CENTS ($1,326,351.00). Contractor shall submit an invoice to the City by the (10th) calendar day of the month following the month in which services were rendered. After approval by the Department of Public Works, Division of Property Management, the City will tender payment of each invoice within thirty (30) days from receipt thereof, unless the City, in good faith, disputes the validity of the invoice. If Agreement is renewed for any of the additional 12 month terms, the percent increase per year following the initial term shall not exceed one percent (1%).
2. **Section 2.** Except as modified by this Second Amendment, the Agreement between the City and Contractor shall remain unchanged and in full force and effect.

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

**THE CITY OF DAYTON, OHIO**

City Manager

**MOONLIGHT SECURITY INC.**

By:

Print:

Its:

**APPROVED AS TO FORM AND CORRECTNESS:**

10/7/2020

× Amelia N. Blankenship for

City Attorney

Signed by: Blankenship, Amelia

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

__________________________, 2020

Min. Bk. _____ Pg. _____

__________________________,

Clerk of the Commission
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>07/01/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
</tr>
</tbody>
</table>

- **Original Commission Approval**: $1,263,351.00
- **Initial Encumbrance**: $1,224,152.84
- **Remaining Commission Approval**: $39,198.16

- **Original CT/CF**: CT18-2037
- **Increase Encumbrance**: $39,198.16
- **Decrease Encumbrance**: $0.00

## Required Documentation

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

## 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**: 10/08/2020

**CF Prepared by**: 

**Date**: 10/08/2020

**CF/CT Number**: CT20-2037

**Department/Division Date**: 9/8/2020

**Vendor Name**: Moonlight Security, Inc.

**Vendor Address**: 4977 Northcutt Pl Dayton OH 45414

**Federal ID**: 311450776

**Commodity Code**: 99046

**Purpose**: For security guard services throughout various City-owned facilities

**Contact Person**: Chatan Robinson

**Department/Division**: Public Works/Property Management

**Date**: 9/8/2020

**Originating Department Director's Signature**: 

**Date**: 9/8/2020

**Finance Department**: 

**Date**: October 18, 2011
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 Original encumbrance</td>
<td>$1,263,351.00</td>
</tr>
<tr>
<td>2018 Spent</td>
<td>$276,882.60</td>
</tr>
<tr>
<td>2019 Remaining Balance</td>
<td>$986,468.40</td>
</tr>
<tr>
<td>2019 Spent</td>
<td>$561,721.82</td>
</tr>
<tr>
<td>2020 Remaining balance</td>
<td>$424,746.58</td>
</tr>
<tr>
<td>2020 Encumbered</td>
<td>$413,468.40</td>
</tr>
<tr>
<td>Balance</td>
<td>$11,278.18</td>
</tr>
<tr>
<td>CF Reduced</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>CF Closed</td>
<td>$12,919.98</td>
</tr>
<tr>
<td>Actual remaining balance</td>
<td>$39,198.16</td>
</tr>
</tbody>
</table>
## SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>1,263,351.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>849,882.60</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>413,468.40</td>
<td></td>
</tr>
</tbody>
</table>

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

### Amount

<table>
<thead>
<tr>
<th>Amount</th>
<th>Fund Code</th>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
<tbody>
<tr>
<td>$113,085.40</td>
<td></td>
<td>10000</td>
<td>6480 - 1157 - 54 - XXXX - XXXX</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$17,669.60</td>
<td></td>
<td>10000</td>
<td>6530 - 1157 - 56 - XXXX - XXXX</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$169,628.00</td>
<td></td>
<td>11000 - 3500 - 1157 - 11 - XXXX - XXXX</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Attach additional pages for more FOAPALS

**Vendor Name:** Moonlight Security, Inc.

**Vendor Address:**
- Street: 4977 Northcutt Pl
- City: Dayton
- State: OH
- Zipcode: 45414

**Federal ID:** 311450776

**Commodity Code:** 99046

**Purpose:** For security guard services throughout various City-owned facilities

---

### Contact Person:

- **Chatan Robinson**

**Public Works/Property Management**

**Department/Division**

**Date:** 12/3/2019

**Originating Department Director's Signature:**

---

## SECTION II - to be completed by the Finance Department

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

**Finance Director Signature:**

**Date:** 12/7/19

**CF/CT Number:** 1030-9857

---

**Date of Preparation:**

- **12/11/19**

---

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td></td>
<td></td>
<td>Initial City Manager’s Report</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td></td>
<td></td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 1,263,351.00</td>
<td></td>
<td></td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 867,182.60</td>
<td></td>
<td></td>
<td>Copy of original City Manager’s Report</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 396,168.40</td>
<td></td>
<td></td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2037/CT19-2037</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$ 24,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ 0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 372,168.40</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Amount:          | $ 20,000.00 | Amount:          | $ 4,000.00 |
| Fund Code:       | 11000 - 3500 - 1157 - 11 - XXXX - XXXX | Fund Code:       | 10000 - 6530 - 1157 - 56 - XXXX - XXXX |
| Fund Org Acct Prog Act Loc | Fund Org Acct Prog Act Loc |

| Amount:          |               | Amount:          |               |
| Fund Code:       | XXXX - XXXX - XXXX - XX - XXXX - XXXX | Fund Code:       | XXXX - XXXX - XXXX - XX - XXXX - XXXX |
| Fund Org Acct Prog Act Loc | Fund Org Acct Prog Act Loc |

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security
Vendor Address: 2710 Dryden Road Moraine, OH 45439
Street City State Zipcode + 4
Federal ID: 311450776
Commodity Code: 99046
Purpose: For increased security guard services for the Convention Center and Recreation Centers.

Contact Person: Chatan Robinson and Meredith Weber
Originating Department Director’s Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 9-17-19

CF Prepared by: [Signature] 11/13/11

Finance Department

October 18, 2011
SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,263,351.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$836,882.60</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$426,468.40</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2037/CT19-2037</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$30,300.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$396,168.40</td>
<td></td>
</tr>
</tbody>
</table>

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

**Amount**: $25,000.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
<tbody>
<tr>
<td>11000</td>
<td>3500</td>
<td>1157</td>
<td>11</td>
<td>XXXX</td>
<td>XXXX</td>
<td></td>
</tr>
</tbody>
</table>

**Fund Code**: XXXX - XXXX - XXXX - XX - XXXX - XXXX

**Amount**: $5,300.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
<tbody>
<tr>
<td>10000</td>
<td>6530</td>
<td>1157</td>
<td>56</td>
<td>XXXX</td>
<td>XXXX</td>
<td></td>
</tr>
</tbody>
</table>

**Fund Code**: XXXX - XXXX - XXXX - XX - XXXX - XXXX

**Vendor Name**: Moonlight Security

**Vendor Address**: 2710 Dryden Road Moraine, OH 45439

**Federal ID**: 311450776

**Commodity Code**: 99046

**Purpose**: For increased security guard services for the Convention Center and Recreation Centers.

**Contact Person**: Chatai Robinson and Meredith Weber

**Originating Department Director's Signature**: 

SECTION II - to be completed by the Finance Department

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

**Finance Director Signature**: 

**Date**: 8-13-19

**CF Prepared by**: 

**Date**: 8/14/19

**CF/CT Number**: CT19-2037

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

| Contract Start Date | 07/01/18 |
|                     |          |
| Expiration Date     | 12/31/20 |
| Original Commission Approval | $ 1,263,351.00 |
| Initial Encumbrance  | $ 286,426.05 |
| Remaining Commission Approval | $ 976,924.95 |

Original CT/CF: CT18-2037
Increase Encumbrance: $ 541,000.00
Decrease Encumbrance: $ -
Remaining Commission Approval: $ 435,924.95

| Amount: | $ 160,000.00 |
| Fund Code | 10000 - 6480 - 1157 - 54 - XXXX - XXXX |

| Amount: | $ 16,000.00 |
| Fund Code | 10000 - 6530 - 1157 - 56 - XXXX - XXXX |

| Amount: | $ 125,000.00 |
| Fund Code | 11000 - 3500 - 1157 - 11 - XXXX - XXXX |

| Amount: | $ 240,000.00 |
| Fund Code | 11000 - 3510 - 1157 - 11 - XXXX - XXXX |

Vendor Name: Moonlight Security
Vendor Address: 2710 Dryden Road, Moraine, OH 45439
Federal ID: 311450776
Commodity Code: 99046
Purpose: For security guard services throughout various City-owned facilities

Contact Person: Chayan Robinson
Originating Department Director's Signature: [Signature]
Date: 11/15/2018

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 12-18-2018
CF Prepared by: [Signature]
Date: 12-17-2018
CF/CT Number: CT19-2037
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>X Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 1,263,351.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 299,426.05</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 963,924.95</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2037</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$ 8,628.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ 955,296.95</td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation

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

Amount: $ 8,628.00

Fund Code: 11000 Fund
3500 Org
11157 Acct
11 Prog
XXX Act
XXX Loc

Amount: ___________

Fund Code: XXXX Fund
XXX Org
XXX Acct
XXX Prog
XXX Act
XXX Loc

Attach additional pages for more FOAPALS

Vendor Name: Moonlight Security
Vendor Address: 2710 Dryden Road Moraine, OH 45439
Street
City
State
Zipcode + 4
Federal ID: 311450776
Commodity Code: 99046
Purpose: For increased security guard services for the Convention Center.

Contact Person: Chanton Robinson
Public Works/Property Management Department/Division

Originate Department Director's Signature: [Signature]

Date: 11/16/2018

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 12-31-18

CF Prepared by: [Signature]
Date: 12-28-2018

CF/CT Number: [Number]
Date: [Date]

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td>12/31/20</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 1,263,351.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 286,426.05</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 976,924.95</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2037</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$ 13,000.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 963,924.95</td>
<td></td>
</tr>
</tbody>
</table>

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

| Amount: | $ 13,000.00 |
| Fund Code: | 11000 - 3500 - 1157 - 11 - XXXX - XXXX |

| Amount: |
| Fund Code: | XXXX - XXXX - XXXX - XX - XXXX - XXXX |

Attach additional pages for more FOAPALs

Vendor Name: Moonlight Security
Vendor Address: 2710 Dryden Road, Moraine, OH 45439
Street: Moraine
City: OH
State: 45439
Federal ID: 311450776
Commodity Code: 99046
Purpose: For increased security guard services for the Convention Center.

Contact Person: Chatain Robinson
Public Works/Property Management
Department/Division
11/20/2018
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
11/27/18
Date

CF Prepared by
11/21/2018
Date

October 18, 2011
**SECTION I - to be completed by User Department**

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,263,351.00</td>
<td></td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$277,095.00</td>
<td></td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$986,256.00</td>
<td></td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2037</td>
<td></td>
<td>Copy of original City Manager’s Report</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$9,331.05</td>
<td></td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$976,924.95</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

**Attach additional pages for more FOAPALs**

**Vendor Name:** Moonlight Security

**Vendor Address:** 2710 Dryden Road Moraine, OH 45439

Street City State Zipcode + 4

**Federal ID:** 31145 0776

**Commodity Code:** 99046

**Purpose:** For increased security guard services for the Rec & Youth Services Centers.

---

**Contact Person:** Chatan Robinson

**Public Works/Property Management Department/Division:**

**Date:** 10/8/2018

**Originating Department Director’s Signature:**

---

**SECTION II - to be completed by the Finance Department**

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

**Finance Director Signature:**

**Date:** 10-16-18

**CF Prepared by:**

**Date:** 10-11-2018 **CF/CT Number:** CT18-2037

**10-16-18**

**CORD #3**

**October 18, 2011**
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,263,351.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$157,095.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$1,106,256.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT18-2037</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$120,000.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$986,256.00</td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation:
- Initial City Manager’s Report
- Initial Certificate of Funds
- Initial Agreement/Contract
- Copy of original City Manager’s Report
- Copy of Original Certificate of Funds

---

**Vendor Information**

Vendor Name: Moonlight Security

Vendor Address: 2710 Dryden Road, Moraine, OH 45439

Federal ID: 3114E0776

Commodity Code: 99046

Purpose: For security guard services for the Transportation Center Garage through 12/31/18.

---

Contact Person: Chanan Robinson

Public Works/Property Management: 9/27/2018

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 process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: [Signature]

Date: 10/03/2018

CF Prepared by: [Signature]

Date: 10-1-2018

CF/CT Number: CT18-2037

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$663,351.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$112,095.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$551,256.00</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td>CT18-2037</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$45,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$506,256.00</td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation
- Initial City Manager’s Report
- Initial Certificate of Funds
- Initial Agreement/Contract
- Copy of original City Manager’s Report
- Copy of Original Certificate of Funds

| Amount: $45,000.00 |
| Fund Code 10000 | Fund 5540 - 1157 - 54 - XXX - XXX |

| Amount:             |
| Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX |

Attach additional pages for more FOAPALS

Vendor Name: Moonlight Security
Vendor Address: 2710 Dryden Road, Moraine, OH 45439
Federal ID: 31145 0776
Commodity Code: 99046
Purpose: For increased security guard services throughout various City-owned facilities

Contact Person: Chathan Robinson
Public Works/Property Management Department/Division 9/21/2018

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
CF Prepared by: [Signature]

Date: 9-27-19
CT18-2037

Date: 9-25-18
CF/CT Number: CARD#1

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>07/01/18</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/20</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$863,351.00</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$112,095.00</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$551,258.00</td>
<td>Copy of original City Manager's Report</td>
</tr>
</tbody>
</table>

Original CT/CF Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$56,095.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>10000 - 5540 - 1157 - 54 - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$50,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>11000 - 3500 - 1157 - 11 - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: Moonlight Security

Vendor Address: 2710 Dryden Road Moraine, OH 45439

Street City State Zipcode + 4

Federal ID: 31145 0778

Commodity Code: 99046

Purpose: For security guard services throughout various City-owned facilities

Contact Person: Chutan Robinson

Public Works/Property Management 5/23/2018

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 

Date: 5/25/18

5/25/18 CT18-2037

CF/CT Number

CF Prepared by:

Finance Department

October 18, 201
City Manager's Report

From: 5540 - PW/Property Management
Supplier, Vendor, Company, Individual:
Name: Moonlight Security
Address: 2710 Dryden Rd
Moraine, OH 45438

Date: October 10, 2018
Expense Type: Contract Modification
Total Amount: $600,000.00 thru 12/31/2020

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund – Trans Ctr. Garage</td>
<td>11000-3510-1157-11</td>
<td>$600,000.00</td>
</tr>
</tbody>
</table>

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

Description:

SERVICE AGREEMENT FOR PROFESSIONAL SECURITY GUARD SERVICES – FIRST AMENDMENT

The Department of Public Works requests permission to execute a First Amendment to the Service Agreement with Moonlight Security for security guard services at the Transportation Center Garage.

On June 6, 2018, the City Commission approved the Agreement with Moonlight Security for security guard services at various City of Dayton facilities. The security services for the Transportation Center Garage was originally managed by ABM Parking Services and has been brought in-house to be managed by Moonlight Security Services.

This Agreement shall commence upon execution and shall have an initial term which expires on December 31, 2020, unless terminated earlier. This agreement has a renewable option for three (3) additional twelve (12) month terms. Total expense of this agreement in the initial term shall not exceed $1,263,351.00. If agreement is renewed for any of the additional twelve month terms, the percent increase per year following the initial term shall not exceed one percent (1%).

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

A Certificate of Funds for $120,000.00 is attached for services through 12/31/2018.

Signatures/Approval

Approved by City Commission
Rachel Leaver
Clerk
October 10, 2018

City Manager
FORM NO MS-16

Updated 8/2016
FIRST AMENDMENT TO SERVICE AGREEMENT FOR PROFESSIONAL SECURITY GUARD SERVICES

THIS FIRST AMENDMENT TO PROFESSIONAL SECURITY GUARD SERVICES AGREEMENT ("Amendment"), is entered into this 1 day of January, 2018 between the City of Dayton, Ohio ("City"), a municipal corporation existing by and under the laws and the Constitution of the State of Ohio, and Moonlight Security, Inc. ("Contractor"), an Ohio corporation.

WITNESSETH THAT:

WHEREAS, City and Contractor entered into an Agreement on June 15, 2018 for unarmed and armed security guard services; and,

WHEREAS, The City requires the services of security guards for the Transportation Center Garage during its operation and events; and,

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide such services as further described herein; and,

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

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

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

   **ARTICLE 3. COMPENSATION**

   The City shall pay Contractor for the services provided under this Agreement an amount not to exceed Seventeen Dollars and Forty-Five Cents ($17.45) per hour for armed and unarmed security services, as set forth in the Scope of Services. The total amount of remuneration due under this Agreement in the initial term of this Agreement shall not exceed One Million Two Hundred Sixty-Three Thousand Three Hundred Fifty-One Dollars and Zero Cents ($1,263,351.00). Contractor shall submit an invoice to the City by the tenth (10th) calendar day of the month following the month in which services were rendered. After approval by the Department of Public Works, Division of Property Management, the City will tender payment of each invoice within thirty (30) days from receipt thereof, unless the City, in good faith, disputes the validity of the invoice. If Agreement is renewed for any of the additional twelve (12) month terms, the percent increase per year following the initial term shall not exceed one percent (1%).

2. **Section 2.** Except as modified by this First Amendment, the Agreement between the City and Contractor shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the City and the Contractor, each by a duly authorized representative, have executed this First Amendment as of the day and date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

MOONLIGHT SECURITY INC.

By: __________________________

Print: Todd Ulitz

Its: VP C.O.O.

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

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

October 10, 2018

Min. Bk. 115 Pg. 0381

Clerk of the Commission
SERVICE AGREEMENT FOR PROFESSIONAL SECURITY GUARD SERVICES

The Department of Public Works recommends the approval of a contract with Moonlight Security for security guard services at various City of Dayton facilities and events. Moonlight Security was chosen through a Request for Proposal process. Eight out of the 18 companies solicited submitted a proposal in which Moonlight Security scored the highest.

This Agreement shall commence upon execution and shall have an initial term which expires on December 31, 2020, unless terminated earlier. This agreement has a renewable option for three (3) additional twelve (12) month terms. Total expense of this agreement in the initial term shall not exceed $663,351.00. If agreement is renewed for any of the additional 12 month terms, the percent increase per year following the initial term shall not exceed one percent (1%).

<table>
<thead>
<tr>
<th>Org</th>
<th>5540</th>
<th>3500</th>
<th>6530</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$56,095.00</td>
<td>$50,000.00</td>
<td>$6,000.00</td>
<td>$112,095.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$134,628.00</td>
<td>$125,000.00</td>
<td>$16,000.00</td>
<td>$275,628.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$134,628.00</td>
<td>$125,000.00</td>
<td>$16,000.00</td>
<td>$275,628.00</td>
</tr>
<tr>
<td>Total</td>
<td>$325,351.00</td>
<td>$300,000.00</td>
<td>$36,000.00</td>
<td>$663,351.00</td>
</tr>
</tbody>
</table>

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

A Certificate of Funds for $112,095.00 is attached for year one.

Signatures/Approval

Approved by City Commission

Date

Updated 8/2016
SERVICE AGREEMENT FOR
PROFESSIONAL SECURITY GUARD SERVICES

THIS AGREEMENT, dated this 15 of June, 2018, is between the City of Dayton, Ohio ("City"), a municipal corporation existing by and under the laws and the Constitution of the State of Ohio, and Moonlight Security, Inc. ("Contractor"), an Ohio corporation.

WHEREAS, The City desires to contract with Contractor for unarmed and armed security guard services as further described herein; and,

WHEREAS, The City requires the services of security guards during its operations and events; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide such services as further described herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement ("Agreement"), City and Contractor agree as follows:

ARTICLE 1. TERM

This Contract shall commence upon execution by the City ("Effective Date") and shall have an initial term which expires on December 31, 2020, unless terminated earlier as provided in Section 7 herein. This Agreement shall be renewable for three (3) additional twelve (12) month terms. Each renewal must be executed in writing, approved by the Commission of the City of Dayton, if required or applicable, and signed by a duly authorized representative for each party.

ARTICLE 2. SERVICES

The Contractor shall provide services that are set forth in the Scope of Services, attached hereto as Exhibit A, pursuant to City of Dayton Request for Proposal No. 18009CSFM (hereinafter referred to as the "RFP"), a copy of which is attached as Exhibit B) and Contractor’s response to the RFP, (hereinafter referred to as the “Proposal”, a copy of which is attached as Exhibit C). The Scope of Services, RFP, and Proposal (Exhibits A, B, and C respectively) are attached hereto and incorporated herein by reference. In the event of a direct conflict between the terms and conditions contained in this Agreement and the RFP and/or the Proposal, the terms contained in this Agreement shall control.

ARTICLE 3. COMPENSATION

The City shall pay Contractor for the services provided under this Agreement an amount not exceed $17.45 per hour for armed and unarmed security services, as set forth in the Scope of Services. The total amount of remuneration due under this Agreement in the initial term of this Agreement shall not exceed SIX HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS ($663,351.00). Contractor shall
submit an invoice to City by the tenth (10th) calendar day of the month following the month in which services were rendered. After approval by the Department of Public Works, Division of Facilities Management, the City will tender payment of each invoice within thirty (30) days from receipt thereof, unless the City, in good faith, disputes the validity of the invoice. If Agreement is renewed for any of the additional 12 month terms, the percent increase per year following the initial term shall not exceed one percent (1%).

ARTICLE 4. STANDARD OF CARE

The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

ARTICLE 5. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City, its officials, agents, representatives, and employees, in both their official and individual capacities, from any claims of violations of any federal, state, or local laws or regulations, resulting from work performed by Contractor, its subcontractors, and agents. This includes, but is not limited to, paying any fines or penalties assessed to the City, its officials, agents, representatives, and employees, that arise out of the negligence or intentional misconduct of Contractor, its subcontractors, and agents or Contractor’s breach of any of the provisions of the Contract.

ARTICLE 6. INSURANCE

Contractor shall provide the following insurance during the term of the Contract:

A. General Liability Insurance with a combined single limit of ONE MILLION DOLLARS ($1,000,000) for each occurrence and a minimum of at least ONE MILLION DOLLARS ($1,000,000) in the aggregate;

Contractor must procure the required insurance from an insurance company authorized by the Ohio Department of Insurance to do business in the State that has an A.M. Best rating of “A-“ or better. Each policy of insurance shall name the City as an additional insured or loss payee, as applicable; provided, however, that such designation shall not cause any claim between Contractor and the City to be waived. Each policy and the respective certificate shall also provide that no less than thirty (30) days prior written notice shall be given to the City in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance. Contractor shall maintain all required insurance throughout the term of the Contract, and provide to the City a certificate of coverage showing that the required insurance is in effect and that the City has been added as an additional insured. Failure to maintain the required insurance may be cause for termination of the Contract by the City.

In addition, Contractor shall comply with all provisions of the Ohio Workers’ Compensation Act and all rules of the Ohio Bureau of Workers’ Compensation.
ARTICLE 7. TERMINATION

Either the City or the Contractor may terminate this Contract at any time by giving ten (30) days written notice to the other party. The City shall not be responsible to pay for any Services provided by the Contractor after the date of termination. Neither the City nor the Contractor shall be relieved of liability for damages sustained by virtue of any breach of the Contract prior to the date of termination.

ARTICLE 8. NON-DISCRIMINATION

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

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton, Ohio, constitutes a material condition of this Contract 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 Contract at its option.

ARTICLE 9. SUBCONTRACTING AND ASSIGNMENT

None of the Services shall be subcontracted without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

The Contractor shall not assign any interest in this Contract without the prior written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the Contractor from any obligation under this Contract.

ARTICLE 10. INDEPENDENT CONTRACTOR

At all times, the Contractor shall be an independent contractor and not subject to control by the City, except as provided herein. The parties hereby agree that the relationship between the parties shall not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative.
The Contractor understands and agrees that any and all persons retained or hired to perform the Services, duties and responsibilities under this Contract are not City employees and are not entitled to any of the emoluments of City employment. Contractor is not a “Public Employee” for the purposes of Ohio Public Employees Retirement System membership. Further, the Contractor shall be responsible to withhold and pay, or cause such agents, contractors, and subcontractors to withhold and pay, all local, state and federal taxes.

ARTICLE 11. STATE, FEDERAL, AND LOCAL TAXES

The Contractor must be in good standing with federal, state and local taxing authorities prior to entering this Contract and maintain compliance during the Contract term. The Contractor shall pay all applicable taxes related to performance of the Services. This shall include, but not be limited to, income, Social Security, Medicare, and self-employment taxes. The Contractor shall also pay any unemployment contributions related to performance of the Services. The City shall not withhold any taxes or unemployment contributions from payments to the Contractor. The Contractor shall pay any amounts required by law in connection with Workers Compensation.

ARTICLE 12. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the City and Contractor. 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.

ARTICLE 13. COMMUNICATIONS AND NOTICES

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

City: The City of Dayton, Ohio  
Department of Public Works  
Attn: Dennis Thomas  
101 West Third Street  
Dayton, Ohio 45402  

Contractor: Moonlight Security  
2710 Dryden Road  
Moraine, Ohio 45439

ARTICLE 14. GOVERNING LAW

This Contract 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. The
parties hereby submit to the jurisdiction of the state and federal courts in Montgomery County, Ohio, with respect to any disputes arising under this Contract.

ARTICLE 15. AMENDMENT

The City and the Contractor may amend this Contract at any time in accordance with the Proposal submitted by Contractor in response to the City's RFP. Upon mutual agreement to amend this Contract, the amendment shall be reduced to writing, make specific reference to this Contract, be signed by a duly authorized representative of the City and the Contractor, and, if required or applicable, be approved by the Commission of the City of Dayton, Ohio.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby, and all other parts of this Agreement will nevertheless be in full force and effect. If any provision of this Agreement requires judicial interpretation, the parties agree that the court construing the same will not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against the other.

ARTICLE 17. POLITICAL CONTRIBUTIONS

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

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

THE CITY OF DAYTON, OHIO

City Manager

MOONLIGHT SECURITY INC.

By:

Print Name: Todd Putz

Title: VP of Operations

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

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

, 2018

Min. Bk. I-15 Pg. ______

Clerk of the Commission
EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform the following services for the City of Dayton listed below:

1. Contractor shall provide all labor, equipment, tools, materials and supplies to perform services under this agreement.

2. Contractor shall have an established, comprehensive personnel training program that all security guards and other assigned staff will undergo in order to ensure that all security guards are competent to perform all duties required under this Agreement.

3. Contractor shall have established comprehensive standards of appearance for maintaining both professional stands of conduct and neat appearance for its employees.

4. The City reserves the right, at its sole discretion, to refuse the services of any particular guard. In such cases, Contractor shall immediately remove said guard from City services and provide a replacement guard at no additional cost.

5. Security guard services will be performed at certain city facilities and events.

6. Security Guards and Supervisors shall possess valid credentials evidencing Security Guard license by the State of Ohio, Department of Commerce.

7. Contractor and Contractor’s personnel shall comply with all applicable local, state and federal laws in the performance of duties, including but not limited to laws regarding personnel registration and training.

8. As security demands dictate, additional Contractor employees may be required by City on short notice and for various lengths of time. Contractor shall have available for immediate assignment supplemental personnel sufficient to cover all regularly assigned duties and other occasional services.

9. Contractor shall be fully responsible for the direct supervision of its employees. Contractor shall also provide an overall Project Manager to manage this Agreement. Contractor’s Project Manager must have the responsibility and authority to fully represent the Contractor on all matters pertaining to this Agreement. Contractor’s Project Manager’s responsibilities shall include, but are not limited to:

   9.1. Serve as the contact person for the City in the administration of this Agreement.

   9.2. Administer personnel duties, such as hiring, assignments, firings, schedules, timekeeping and payroll, quality standards and employee evaluations
9.3. Review all security operations under this Agreement and make any recommendations for improvements to the City’s designated employee in person or in writing.

10. Contractor’s staff shall conduct themselves in a professional manner at all times while working on the site by staying visible and focused on all activities.

11. Contractor shall perform the following services for the facilities and events listed below:

   CITY HALL

   a) Contractor shall provide security guard services for City Hall five days per week, generally from 7:00 AM through 5:30 PM, 52 weeks per year.

   b) Additional guard services may be required for weekends and/or additional hours if needed to cover City Commission Meetings that are held on the first, third and fifth Wednesdays of the month starting at 6PM. These are considered in the standard operating hours and are not considered overtime pay.

   c) Current times provided are subject to change.

   d) Security guard will be required to do rounds on all floors as well as the parking garage, monitor any and all cameras, inspect as required book bags, shoulder bags, brief cases, purses, and wheel chairs or any other items as instructed or required when citizens enter the building.

   e) Monitor all citizens entering and exiting the building visually and through use of the security surveillance system.

   f) Ensure that no unauthorized person(s) accesses the building and the secured areas.

   g) Check and confirm badge and identification of all persons entering and leaving the building as required, as well as make sure all persons sign in and out using visitor’s ledger.

   h) Observe, investigate and report suspicious and hazardous conditions to designated City Hall personnel immediately and/or local authorities.

   i) The City reserves the right, at its sole discretion, to refuse the services of any particular guard. In such cases, Contractor shall immediately remove said guard from City services and provide a replacement guard at no additional cost.
ONE STOP CENTER

a) Contractor shall provide security service for the One Stop Center six days per week, 52 weeks per year, generally from 7:00 AM through 5:30 PM weekdays and 8:00 AM through 1:00 PM weekends. Current times are scheduled to change.

b) Security guards will be required to do rounds on all floors, monitor any and all cameras, inspect as required book bags, shoulder bags, brief cases, purses, and wheel chairs or any other items as instructed or required when citizens enter the building.

c) Monitor all citizens entering and exiting the building visually and through use of the security surveillance system.

d) Ensure that no unauthorized person(s) accesses the building and the secured areas.

c) Check and confirm badge and identification of all persons entering and leaving the building as required, as well as make sure all persons sign in and out using visitor’s ledger.

f) Observe, investigate and report suspicious and hazardous conditions to designated One Stop Center personnel designee immediately and/or local authorities.

TRANSPORTATION CENTER

a) This facility is a 24/7 facility and will need security services for that time.

b) Security guards will do a minimum of 3 full rounds per 8 hour shift, including street level perimeter, all decks and stairwells, and skywalk from the garage which crosses over Jefferson Street to the end of the Skywalk across Fifth Street.

c) During the rest of the shift, security guards are to be monitoring the cameras in the office, answering calls to assist parkers who are having difficulties entering or exiting the facility. They have the ability to open the gates with the phone.

d) Security guards are expected to report any equipment malfunction to the Parking Company immediately, including any lights that have gone out.

c) Observe, investigate and report suspicious and hazardous conditions to Parking Company immediately and/or local authorities.

f) Premier Health Care uses the garage for employee parking and requires a security guard to be on duty Monday through Friday from 7 AM to 7 PM. This security guard is to monitor the second floor of the garage where Premier employees park. They are to patrol the second level as well as the stairwell which exits into the street level lobby. Premier Health Care also requires the use of the regular garage security guard for monitoring the
shuttle arrival/departure area located near the corner of Fifth and Jefferson Streets
Monday through Friday mornings from 7 AM to 9:30 AM and evenings 3:30 PM to 6:30 PM.

g) The City reserves the right, at its sole discretion, to refuse the services of any particular
guard. In such cases, Contractor shall immediately remove said guard from City services
and provide a replacement guard at no additional cost.

DAYTON CONVENTION CENTER

Contractor shall provide security guard services for the Dayton Convention Center seven
days per week from 5:30 AM through 12:00 AM, 52 weeks per year and/or additional hours
as needed. Current times are subject to change.

a) Security guard will monitor all citizens entering and exiting the building visually and
through the use of the security surveillance system, inspect as required all book bags,
shoulder bags, brief cases, purses, and wheel chairs or any other items as instructed or
required when citizens enter the building for events.

b) Ensure that no unauthorized person(s) accesses the building and the secured areas and
take appropriate actions, in conjunction with Dayton Convention Center staff and/or
Dayton Police to remove unauthorized persons.

c) Security guard will be required to do rounds on all floors as well as stairwells, loading
docks and back hallways, as well as event areas during set up, events, and tear down.

d) Check and confirm badge and identification of all persons entering and leaving the event
as required.

e) Observe, investigate and report suspicious and hazardous conditions to Dayton
Convention Center Management and/or local authorities.

f) Provide security services for dances, concerts and other events that may require security
wands and metal detector services.

g) The City reserves the right, at its sole discretion, to refuse the services of any particular
guard. In such cases, Contractor shall immediately remove said guard from City services
and provide a replacement guard at no additional cost.

GREATER DAYTON RECREATION CENTER

a) Contractor shall provide security guard services for the Greater Dayton Recreation Center
five days per week from 5:00 PM through 9:00 PM, 52 weeks per year and/or additional
hours as needed.
b) Security guards will fully cooperate with in-house staff and take directions from authorized recreation personnel designee, as well as report to and sign in at the beginning of their shift and sign out at the end of their shift with that person.

c) Security guards shall keep detailed records of all hours worked and provide copies to the authorized recreation personnel designee.

d) Observe, investigate and report suspicious and hazardous conditions to Greater Dayton Recreation Center staff and/or local authorities.

e) Security guards will monitor the outside perimeter of the facility on a roving basis including all parking lots and entrance/exit areas of the facility. Due to the nature of this position, all security guards must have the stamina and be physically able to walk extensively during their shift.

f) The City reserves the right, at its sole discretion, to refuse the services of any particular guard. In such cases, Contractor shall immediately remove said guard from City services and provide a replacement guard at no additional cost.

NORTHWEST RECREATION CENTERS

a) Contractor shall provide security services Fridays from 5:00 PM through 9:00 PM, from January through March.

h) Security guards will fully cooperate with in-house staff and take directions from authorized recreation personnel designee, as well as report to and sign in at the beginning of their shift and sign out at the end of their shift with that person.

c) Security guards shall keep detailed records of all hours worked and provide copies to the authorized recreation personnel designee.

d) Observe, investigate and report suspicious and hazardous conditions to Greater Dayton Recreation Center staff and/or local authorities.

e) Security guards will monitor all citizens entering and exiting the building visually and inspect as required all book bags, shoulder bags, brief cases, purses, and wheel chairs or any other items as instructed or required when citizens enter the building for events.

f) Ensure that no unauthorized person(s) accesses the building and the secured areas and take appropriate actions, in conjunction with Northwest Recreation Center staff and/or Dayton Police to remove unauthorized persons.

g) Observe, investigate and report suspicious and hazardous conditions to authorized recreation personnel designee immediately and/or local authorities.
h) Security guard will be required to do rounds in the recreation center as well as the parking lots and facility entrances and exits.

i) The City reserves the right, at its sole discretion, to refuse the services of any particular guard. In such cases, Contractor shall immediately remove said guard from City services and provide a replacement guard at no additional cost.

CITY OF DAYTON SPECIAL EVENTS

a) Contractor shall provide security services for various City of Dayton special events that occur throughout the year.

b) Contractor and/or Contractor personnel designee shall attend all logistics meetings for these special events in order to obtain specific security requirements for those events.

c) At the start of a shift, security guards must check in with the special events personnel designee.

d) Personnel shall be physically capable to perform certain duties at these events.

e) The City reserves the right, at its sole discretion, to refuse the services of any particular guard. In such cases, Contractor shall immediately remove said guard from City services and provide a replacement guard at no additional cost.
SECOND RENEWAL AND SIXTH AMENDMENT –
PUBLIC PARKING FACILITIES, SHUTTLE BUS SERVICE AND TAXI STARTER SERVICE AGREEMENT

The Department of Aviation (Aviation) requests permission to renew and amend the Public Parking Facilities, Shuttle Bus Service and Taxi Starter Service Agreement (Agreement) with SP Plus, Standard Parking Corp. (SP+) to allow for continued operations, and provide adjustments to the management fees as a result of COVID-19.

The original Agreement was approved October 12, 2012 for a period of five (5) years commencing November 1, 2012 and terminating on October 31, 2017 with authorization of $13,500,000.00 for eligible reimbursable expenses for the five (5) year term. The First Amendment was approved December 18, 2013, allowing for the procurement and installation of the new Revenue Control Equipment (RCE) and approval for the additional reimbursable expenses. The Second Amendment and First Renewal was approved June 14, 2017 with authorization for the first two-year renewal period, extending the agreement to then terminate October 31, 2020, and for additional reimbursable expenses. This authorized the revised total eligible reimbursable and operating expenses for the eight-year term of the amended and renewed Agreement to $21,500,000.00. The Third Amendment was approved April 4, 2018 and added Concierge and Porter services, and credit card processing fees as reimbursable expenses for the remainder of the current term. The Fourth Amendment was approved December 19, 2018 and allowed for the reimbursement of the purchase of four (4) new Shuttle Busses to replace part of the depreciating fleet. The Fifth Amendment was approved May 27, 2020, and allowed for the continued reimbursement of required monthly services for PCI compliance, revenue control system (RCS) service contracts, and credit card processing fees for the remainder of the current term, which terminates 10/31/2020.

This Second Renewal and Sixth Amendment will extend the termination date for a second two-year renewal period, to now terminate October 31, 2022. The separate Taxi Starter Fee, Porter and Concierge Fees have been eliminated. The City will now pay SP+ a fixed Management Fee for all services, including the Bus Portion of the Shuttle Bus operations. Payroll labor for the Shuttle Bus operations will now be included in the approved Reimbursable Expenses. The Fixed Management Fee will be $20,000.00/month for year 1 of the renewal, and $25,000.00/month for year 2. COVID-19 circumstances have and will continue to affect the generation of parking revenue, making that and the associated expenses extremely fluid. Further adjustments may need to be made as the economy continues to improve and adjust. This Second Renewal and Sixth Amendment will add $4,000,000.00 to the approved budget for reimbursable and operating expenses, bringing the total requested authorization for the ten-year term of the amended and renewed Agreement to $27,943,200.00.

This Second Renewal and Sixth Amendment was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of $250,000.00 for the first two (2) months of this renewal, Nov. and Dec. 2020 is attached. A Certificate of Funds will be forwarded to Finance at a later date to encumber funds for fiscal year 2021.

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>11/01/12</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>10/31/22</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$27,943,200.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$23,943,200.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$4,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation

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

<table>
<thead>
<tr>
<th>Original CT/CF</th>
<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
<th>Remaining Commission Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>CT12-0491</td>
<td>$250,000.00</td>
<td>$</td>
<td>$3,750,000.00</td>
</tr>
</tbody>
</table>

Sequence 1

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Fund Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250,000.00</td>
<td>51000 3227 1158 43</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Fund Code</th>
</tr>
</thead>
</table>

Attach additional pages for more FOAPALs

Vendor Name: SP Plus, Standard Parking Corp.
Vendor Address: 1301 East Ninth Street, Suite 1050, Cleveland, OH 44114
Federal ID: 16-1171179
Commodity Code: 96259
Previous: CT20-0491
Purpose:
This 2nd Renewal and 6th Amendment is to allow for the continued reimbursement of required monthly services for the management and operation of the public parking facilities at the Dayton International Airport, which now terminates 10/31/2022, and to encumber funds for the first 2 months of this renewal, Nov. and Dec. 2020.

Contact Person: Sarah Spees
454-8207
Aviation Department/Division 10/20/2020
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

CF Prepared by

Date: 10/21/2020

October 18, 2011
SECOND RENEWAL AND SIXTH AMENDMENT OF AGREEMENT FOR OPERATION OF PUBLIC PARKING FACILITIES, SHUTTLE BUS SERVICE, AND TAXI STARTER SERVICE

This Second Renewal and Sixth Amendment of an Agreement for Operation of Public Parking Facilities, Shuttle Bus Service and Taxi Starter Service (“Second Renewal and Sixth Amendment”) is dated this _____ day of ________________, 2020 (“Effective Date”) between the City of Dayton, Ohio (hereinafter referred to as “City”) and SP Plus Corporation, formerly known as Standard Parking Corporation (hereinafter referred to as “Company”).

WHEREAS, On October 17, 2012, the Commission of the City of Dayton approved a Public Parking, Shuttle Bus and Taxi Starter Service Agreement at the Dayton International Airport between the City and Company (collectively the “Agreement”).

WHEREAS, The Agreement was amended by the parties by a First Amendment effective December 18, 2013, Second Amendment and First Renewal effective June 21, 2017, Third Amendment effective May 4, 2018, Fourth Amendment effective April 3, 2019 and Fifth Amendment effective May 27, 2020.

WHEREAS, The parties now desire to exercise the second of two (2) renewal terms of the Agreement, and also to amend the Agreement to allow for a decrease in the Hourly Bus Rate portion of the Management Fee due to the City being the sole owners of all busses, and, eliminate the separate Taxi Starter Service Management Fee due to the City having a separate contract for a 3rd party taxicab operator.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, the parties agree as follows:

1. Article 2, Subsection 2.1 shall be deleted in its entirety and replaced with the following:

   The “Primary Term” of this Agreement shall be effective for a period of five (5) years, commencing at 12:00 a.m. Eastern Daylight Time (“E.D.T.”) on November 1, 2012 (“Effective Date”) and terminating at 11:59 p.m. E.D.T. on October 31, 2017. The “First Renewal Term” shall be effective for a period of three (3) years, commencing at 12:00 a.m. Eastern Daylight Time (“E.D.T.”) on November 1, 2017 and terminating at 11:59 p.m. E.D.T. on October 31, 2020. The “Second Renewal Term” shall be effective for a period of two (2) years, commencing at 12:00 a.m. Eastern Daylight Time (“E.D.T.”) on November 1, 2020 and terminating at 11:59 p.m. E.D.T. on October 31, 2022.

2. Article 11, Subsection 11.1 shall be deleted in its entirety and replaced with the following:

   Management Fees for Management of the Parking Facilities and Taxi Starter Service. The City shall pay to Company the "Management Fees" set out herein as complete
compensation to Company for its management and operation of each of the Parking Facilities and Taxi Starter Services under this Agreement. The Taxi Starter Services are reduced to monitoring out-going trips and providing monthly trip and revenue reports as collected by the 3rd party taxicab operator. The Management Fees, which shall be paid as separate fees for the management of the Parking Facilities shall cover Company's profit, corporate operating expenses, and any other Company expenses and costs of working capital incurred in the operations described in this Agreement that are not a Reimbursable Expense under Article 13, including Taxi Starter Services. The City shall pay the Management Fees to Company on a monthly basis in arrears. If the term of this Agreement commences or ends on any day other than the first or last day of a calendar month, the Management Fees due hereunder for a portion of such month shall be prorated based upon the actual number of days in the month. The Management Fees payable to the Company shall be the following percentage of Gross Receipts for each Contract Year through year 8, and one flat fee for each of Contract Years 9 and 10, paid one-twelfth monthly in twelve monthly installments:

<table>
<thead>
<tr>
<th>CONTRACT YEAR</th>
<th>PARKING FACILITIES MANAGEMENT FEE</th>
<th>TAXI STARTER SERVICE MANAGEMENT FEE and FLAT FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.00%</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2</td>
<td>1.05%</td>
<td>$15,375.00</td>
</tr>
<tr>
<td>3</td>
<td>1.10%</td>
<td>$15,759.00</td>
</tr>
<tr>
<td>4</td>
<td>1.15%</td>
<td>$16,153.00</td>
</tr>
<tr>
<td>5</td>
<td>1.20%</td>
<td>$16,153.00</td>
</tr>
<tr>
<td>6</td>
<td>1.25%</td>
<td>$16,153.00</td>
</tr>
<tr>
<td>7</td>
<td>1.30%</td>
<td>$16,153.00</td>
</tr>
<tr>
<td>8</td>
<td>1.35%</td>
<td>$16,153.00</td>
</tr>
<tr>
<td>9</td>
<td>0</td>
<td>$240,000.00</td>
</tr>
<tr>
<td>10</td>
<td>0</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

3. Article 11, Subsection 11.5 shall be deleted in its entirety and replaced with the following:

The City shall pay Company, on a monthly basis and upon receipt of an invoice, the Shuttle Bus Cost as described below, as charges based on the approved Shuttle Bus Schedule. The Hourly Bus Rates for each Contract Year through year 8, and a reimbursable payroll expense for actual Shuttle Bus operations for each of Contract Years 9 and 10, and extension are as follows:

<table>
<thead>
<tr>
<th>CONTRACT YEAR</th>
<th>HOURLY BUS RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bus Portion</td>
</tr>
<tr>
<td>1</td>
<td>$7.50 per hour</td>
</tr>
<tr>
<td>2</td>
<td>$8.00 per hour</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>---</td>
</tr>
<tr>
<td>3</td>
<td>$8.50 per hour</td>
</tr>
<tr>
<td>4</td>
<td>$9.00 per hour</td>
</tr>
<tr>
<td>5A</td>
<td>$9.50 per hour</td>
</tr>
<tr>
<td>5B</td>
<td>$7.00 per hour</td>
</tr>
<tr>
<td>6</td>
<td>$7.00 per hour</td>
</tr>
<tr>
<td>7A</td>
<td>$4.99 per hour</td>
</tr>
<tr>
<td>7B</td>
<td>$4.53 per hour</td>
</tr>
<tr>
<td>8</td>
<td>$5.03 per hour</td>
</tr>
<tr>
<td>9</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

The “Bus Portion” is defined as the cost of acquiring, maintaining, licensing and insuring a bus. For partial Contract Year 5 and for subsequent contract years, the City has absorbed the maintenance of the busses, therefore decreasing the Bus Portion rate per hour for that Contract Year. For each of Contract Year 9 and 10, the City owns all busses, therefore there is no payment required for Bus Portion. The “Labor & Other Costs” is defined as labor, payroll taxes and benefits, uniforms, administrative costs, profit and all other costs which are not direct costs of acquiring, maintaining, licensing and insuring a bus. For Contract Years 1-8, notwithstanding anything in this Agreement to the contrary, in the event the number of Bus-Hours for any period of thirty (30) days or more declines to an annual or annualized amount less than 23,760 Bus-Hours (i.e., 90% of the 26,400 annual Bus-Hours on which the above rate schedule is based), the parties agree that they will negotiate in good faith an equitable increase in the Hourly Bus Rate to be effective for such period. Should the Bus-Hours subsequently increase to an amount equal to or above such 23,760 threshold, the Hourly Bus Rate schedule shall automatically revert to the rates set forth in this Section above upon notice from the City. In the event the number of Bus-Hours for any period of thirty (30) days or more increases to an annual or annualized amount more than 29,040 Bus-Hours (i.e., 110% of the 26,400 annual Bus-Hours on which the above rate schedule is based), the parties agree that they will negotiate in good faith an equitable decrease in the Hourly Bus Rate to be effective for such period. Should the Bus-Hours subsequently decrease to an amount equal to or below such 29,040 threshold, the Hourly Bus Rate schedule shall automatically revert to the rates set forth in this Section above upon notice from the City. For Contract Years 9 and 10, the Hourly Bus Rate is eliminated and in lieu thereof the City will reimburse Company for all prior approved direct operating expenses associated with providing the shuttle services during such Contract Years, including without limitation payroll and related expenses and Shuttle Bus fuel costs.

* 5A refers to the period from 11/1/2016 until the Effective Date of the Second Amendment and First Renewal, and 5B refers to the remainder of Contract Year 5.

* 7A refers to the time period during which one shuttle bus is being leased by Company; 7B refers to the time period after the shuttle bus lease expires in July of 2016.

The City has acquired 4 new Shuttle Busses during the term of the First Renewal. There is a zero (0) balance owed on the acquisition of these Shuttle Busses.
4. The parties agree to renew the Agreement for the Second Renewal Term in accordance with the terms of the Agreement.

5. All other provisions of the Agreement, except as changed or modified hereby, shall remain in full force and effect.

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

WITNESSED BY: SP PLUS CORPORATION

[Signature]
Jessica Valesky

By: [Signature]

Its: Robert Reiser, Senior Vice President - East Airports

WITNESSED BY: CITY OF DAYTON, OHIO

[Signature]

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

☑ Recoverable Signature

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

__________________________, 2020

Min. / Bk. ________ Pg. ________

__________________________

Clerk of the Commission
FIFTH AMENDMENT – PUBLIC PARKING FACILITIES, SHUTTLE BUS SERVICE AND TAXI STARTER SERVICE AGREEMENT

The Department of Aviation (Aviation) requests permission to amend the Public Parking Facilities, Shuttle Bus Service and Taxi Starter Service Agreement (Agreement) with SP Plus, Standard Parking Corp. (SP+) to include continued operations of required reimbursable services.

The original Agreement was approved October 12, 2012 for a period of five (5) years commencing November 1, 2012 and terminating on October 31, 2017 with authorization of $13,500,000.00 for eligible reimbursable expenses for the five (5) year term. The First Amendment was approved December 18, 2013, allowing for the procurement and installation of the new Revenue Control Equipment (RCE) and approval for the additional reimbursable expenses. The Second Amendment and First Renewal was approved June 14, 2017 with authorization for the first two-year renewal period, extending the agreement to now terminate October 31, 2020, and for additional reimbursable expenses. This authorized the revised total eligible expenses for the eight-year term of the amended and renewed Agreement to $21,500,000.00. The Third Amendment was approved April 4, 2018 and added Concierge and Porter services, and credit card processing fees as reimbursable expenses for the remainder of the term. The Fourth Amendment was approved December 19, 2018 and allowed for the reimbursement of four (4) new Shuttle Busses as the fleet was depreciating.

This Fifth Amendment will allow for the continued reimbursement of required monthly services for PCI compliance, revenue control system (RCS) service contracts, and credit card processing fees for the remainder of the current contract term, which expires 10/31/2020. These will add $375,000.00 to the approved budget for reimbursable services, bringing the total requested authorization for the eight-year term of the amended and renewed Agreement to $23,943,200.00.

This Fifth Amendment was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of $375,000.00 is attached for 2020.
This FIFTH AMENDMENT OF THE AGREEMENT FOR OPERATION OF PUBLIC PARKING FACILITIES, SHUTTLE BUS SERVICE AND TAXI STARTER SERVICE ("Fifth Amendment") is dated this 30th day of June, 2020 ("Effective Date") between the City of Dayton, Ohio ("City"), and SP Plus Corporation, formerly known as Standard Parking Corporation ("Company").

WHEREAS, On October 17, 2012, the Commission of the City of Dayton approved a Public Parking, Shuttle Bus and Taxi Starter Service Agreement at the Dayton International Airport between the City and Company ("Agreement"); and,

WHEREAS, The Agreement was amended by the parties by the First Amendment effective December 18, 2013; and,

WHEREAS, The Agreement was amended and renewed by the parties by the Second Amendment and First Renewal effective June 27, 2017; and,

WHEREAS, The Agreement was amended by the Third Amendment effective May 4, 2018; and,

WHEREAS, The Agreement was amended by the Fourth Amendment effective April 3, 2018; and,

WHEREAS, The City wishes the continued reimbursement of required monthly services for the remainder of the current term of the Agreement.

NOW THEREFORE, The parties agree and hereto desire to exercise the right to amend the Agreement to allow for the continued reimbursement of required monthly services for PCI compliance, revenue control system ("RCS") service contracts and credit card processing fees for the operation of public parking facilities. Accordingly, the parties agree as follows:

1. Subsection 13.11 of the Agreement shall be deleted in its entirety and replaced with the following:

13.11 The total remuneration by the City under this Agreement shall not exceed TWENTY-THREE MILLION NINE HUNDRED FORTY-THREE THOUSAND AND TWO HUNDRED DOLLARS ($23,943,200.00), paid only and solely from funds appropriated and available for the purposes of this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available.
2. All other provisions of the Agreement and any other amendments or renewals, except as
changed or modified hereby, shall remain in full force and effect. In the event of any conflict or
inconsistency between the provisions of the Agreement and this Fifth Amendment, the
provisions of this Fifth Amendment shall control and govern.

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

SP PLUS CORPORATION

By: 

Title: Senior V.P.

CITY OF DAYTON, OHIO

Shelley Dickstein
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

X John Musto for
City Attorney

Signed by: Musto, John

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

May 27, 2020

Min. / Bk. 14 Pg. 193

Rachella Lavender
Clerk of the Commission
City Manager’s Report

From 3420 - Water/Water Engineering
Supplier, Vendor, Company, Individual
Name C.G. Construction and Utilities, Inc.
Address 6891 Germantown Pike
Miamisburg, OH 45342

Date October 28, 2020
Expense Type Award of Contract
Total Amount $1,130,328.84 (thru 5/31/2022)

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

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

Description

MUNDALE AVENUE AND FAUVER AVENUE WATER MAIN IMPROVEMENTS
(5% SBE, 10% MBE, AND 5% WBE PARTICIPATION GOAL / 5.1% SBE, 10% MBE, AND 5% WBE PARTICIPATION ACHIEVED)

The Department of Water requests permission to enter into an Agreement with C.G. Construction and Utilities, Inc., in the amount of $1,130,328.84 for the Mundale Avenue and Fauver Avenue Water Main Improvements project. This amount includes the base bid of $1,027,571.67 and Alternate No. 1 - Contingency Allowance for $102,757.17 (10% of the base bid). This project consists of the installation of approximately 4,400 linear feet of new 8’ water main in Mundale Ave. from Morse Ave. to Woodbine Ave. and in Fauver Ave. from Watervliet Ave. to Wayne Ave. Work includes the installation of ductile iron pipe and fittings, gate valves, fire hydrants and doing other work incidental thereto.

Six bids were received for this project on July 30, 2020. After evaluating the bids, C.G. Construction and Utilities, Inc.’s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was $1,240,000.00. The time of completion is May 31, 2021. The expiration date identified on the Certificate of Funds is May 31, 2022.

This project is being funded using Series 2018 Water Construction Fund (Debt) and 2020 Water Capital Funds (Cash). This project supports the Asset Management Capital Reinvestment Program by replacing existing water mains to improve performance of the water distribution system.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
Digital Version Updated 04/2020
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

X Change Order:

Contract Start Date: 10/28/2020
Expiration Date: 5/31/2022

Required Documentation

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

Original Commission Approval: $1,130,328.84
Initial Encumbrance: $1,130,328.84
Remaining Commission Approval: $-

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

Amount: $791,230.19
Fund Code 53816 - 3445 - 1424 - 54 - WF2012 -
Fund Org Acct Prog Act Loc

Amount: $339,098.65
Fund Code 53005 - 3445 - 1424 - 54 - WF2012 -
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: C.G. Construction and Utilities, Inc.
Vendor Address: 6891 Germantown Pike Miamisburg Ohio 45342
Street City State Zipcode + 4

Federal ID: 31-1666913
Commodity Code: 96896
Purpose: Award of Contract for Mundale Avenue and Fauver Avenue Water Main Improvements

Contact Person: Lisa Burton-Yates
Water/Water Engineering

Department/Division
Digitally signed by Michael Powell
Date: 2020.10.16 10:35:14 -04'00'

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: James Williams
Date: 10/29/2020

CF Prepared by
Date: 10/29/2020

CF/CT Number

Finance Department

October 18, 2011
Mundale Ave. & Fauver Ave. Water Main Improvements (#7169848)
Owner: City of Dayton, Ohio
Solicitor: Dayton OH, City of Dayton
07/30/2020 12:00 PM EDT

<table>
<thead>
<tr>
<th>Section Title</th>
<th>C. G. Construction</th>
<th>L.J. DeWeese</th>
<th>Cc Brumbaugh Cons</th>
<th>Double Jay Cons</th>
<th>Associated Excava</th>
<th>Milligan Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$959,000.00</td>
<td>$1,012,400.00</td>
<td>$1,031,053.33</td>
<td>$1,040,248.33</td>
<td>$1,091,965.50</td>
<td>$1,169,755.00</td>
</tr>
<tr>
<td>Fixed Price Item</td>
<td>$68,571.67</td>
<td>$68,571.67</td>
<td>$68,571.67</td>
<td>$68,571.67</td>
<td>$68,571.67</td>
<td>$68,571.67</td>
</tr>
<tr>
<td>Alternate No. 1 Contingency Allowance</td>
<td>$95,900.00</td>
<td>$108,097.17</td>
<td>$109,962.50</td>
<td>$110,882.00</td>
<td>$109,196.55</td>
<td>$116,975.50</td>
</tr>
<tr>
<td>Base Bid Total:</td>
<td>$1,027,571.67</td>
<td>$1,080,971.67</td>
<td>$1,099,625.00</td>
<td>$1,108,820.00</td>
<td>$1,160,537.17</td>
<td>$1,238,326.67</td>
</tr>
</tbody>
</table>
October 14, 2020

TO: Nick Dailey P.E., Chief Engineer  
Department of Water,  
Division of Water Engineering

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

**SUBJECT:** Mundale Ave. and Fauver Ave. Water Main Improvements  
(5% SBE 10% MBE and 5% WBE Participation Goal)

The apparent low bidder, C.G. Construction & Utilities, Inc. submitted a bid utilizing six (6) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that C.G. Construction & Utilities, Inc. is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.G. Construction &amp; Utilities, Inc.</td>
<td>$1,027,571.67</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A to Z Property Maintenance</td>
<td>$31,850.00</td>
<td>3.1% MBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving Co.,</td>
<td>$70,980.00</td>
<td>6.9% MBE</td>
</tr>
<tr>
<td>First Star Safety, LLC</td>
<td>$2,450.00</td>
<td>0.2% WBE</td>
</tr>
<tr>
<td>Green Star Trucking, Inc.</td>
<td>$12,300.00</td>
<td>1.2% WBE</td>
</tr>
<tr>
<td>Grissom Construction, LLC</td>
<td>$37,337.50</td>
<td>3.6% WBE</td>
</tr>
<tr>
<td>Associated Excavating, Inc.</td>
<td>$52,192.00</td>
<td>5.1% SBE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL COMMITTED PARTICIPATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10% MBE</td>
<td></td>
</tr>
<tr>
<td>5% WBE</td>
<td></td>
</tr>
<tr>
<td>5.1% SBE</td>
<td></td>
</tr>
</tbody>
</table>

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

CAG
**SECTION 1: BIDDER / PROPOSER INFORMATION**

**Name of Bidder / Proposer's Firm:** C.G. Construction & Utilities, Inc.

**Address:** 6891 Germantown Pike

**City:** Miamisburg  **State:** OH  **ZIP:** 45342

**Telephone:** (937) 866-7166  **Email:** undergroundmancg@bizwoh.rr.com

**Primes Base Bid:** $1,027,571.67

**Name of Project:** Mundale Ave. & Feuer Ave. Water Main Improvements (10% MBE, 5% SBE, 5% WBE Participation Goal)

---

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

**Name of PEP-Certified Firm:** W.C. Jones Asphalt Paving Co., Inc.

**PEP-Certified Firm’s Tax ID#:** 31-0955590

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

---

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bld</td>
<td>$70,980.00</td>
<td>$70,980.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$27,980.00</td>
<td>$27,980.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$43,000.00</td>
<td>$43,000.00</td>
</tr>
</tbody>
</table>

---

**SECTION 3: AFFIRMATIONS**

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter  
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter  
(Printed Name of Bidder/Proposer's Authorized Agent)

President  
(Title of Bidder/Proposer's Authorized Agent)

07/30/20  
(Date)

---

**IF THE BIDDER/OFFEREE IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.**
PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: ____________________________

Address: ____________________________________________________________

City: ____________________________ State: _______ ZIP: _________________

Telephone: ____________________________ Email: ____________________________

Primes Base Bid $1,027,571.07

Name of Project: Mondale Fauver Water Main Improvements

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W.C. Jones Asphalt Paving Co., Inc.

PEP-Certified Firm's Tax ID#: 31-0955590

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

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $70,980.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials $27,980.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor $43,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent) ____________________________

(Printed Name of Bidder/Proposer's Authorized Agent) ____________________________

(Title of Bidder/Proposer's Authorized Agent) ____________________________ (Date) _______

IF THE BIDDER/OFFER OR IS NOT AWARDED A CONTRACT OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
## SECTION 1: BIDDER / PROPOSER INFORMATION

<table>
<thead>
<tr>
<th>Name of Bidder / Proposer's Firm:</th>
<th>C.G. Construction &amp; Utilities, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>6891 Germantown Pike</td>
</tr>
<tr>
<td>City:</td>
<td>Miamisburg</td>
</tr>
<tr>
<td>State:</td>
<td>OH</td>
</tr>
<tr>
<td>ZIP:</td>
<td>45342</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(937) 866-7166</td>
</tr>
<tr>
<td>Primes Base Bid</td>
<td>$1,027,571.67</td>
</tr>
<tr>
<td>Name of Project</td>
<td>Mundale Ave. &amp; Fauer Ave. Water Main Improvements (10%MBE, 5%WBE, 5%SBE Participation Goal)</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:undergroundmancg@bizwoh.rr.com">undergroundmancg@bizwoh.rr.com</a></td>
</tr>
</tbody>
</table>

## SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

<table>
<thead>
<tr>
<th>Name of PEP-Certified Firm:</th>
<th>A to Z Property Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEP-Certified Firm’s Tax ID#:</td>
<td>20-0431498</td>
</tr>
<tr>
<td>Scope of Work to Be Performed by Certified Firm:</td>
<td>Concrete items</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$31,850.00</td>
<td>$31,850.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$12,740.00</td>
<td>$12,740.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$19,110.00</td>
<td>$19,110.00</td>
</tr>
</tbody>
</table>

## SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter  
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter  
(Printed Name of Bidder/Proposer's Authorized Agent)

President  
(Title of Bidder/Proposer's Authorized Agent)

(Date)  
07/30/20

*IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.*
PEP-CERTIFIED SBE (MBE) / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm:

Address:

City: State: ZIP:

Telephone: Email:

Prime Base Bid $ 1,027,571.67

Name of Project:

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: A-1 Property Maintenance

PEP-Certified Firm's Tax ID#: 20-0431498

Scope of Work to Be Performed by Certified Firm: CONCRETE ITEMS & SITE

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $31,850.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials $12,740.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor $19,110.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)

(Printed Name of Bidder/Proposer's Authorized Agent)

The above-named PEP-Certified Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder / Proposer and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.

(Signature of PEP-Certified Firm's Authorized Agent)

(Printed Name of PEP-Certified Firm's Authorized Agent)

(Presidant)

(Date)

IF THE RODER/DOFFER IS NOT AWARDED A CONTRACT OR IF THE MDC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
**SECTION 1: BIDDER / PROPOSER INFORMATION**

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg, State: OH ZIP: 45342
Telephone: (937) 863-7166 Email: undergroundmancg@bizwoh.rr.com
Primes Base Bid: $1,027,571.87
Name of Project: Moundale Ave. & Fauer Ave. Water Main Improvements (10% MBE, 5% WBE, 5% SBE Participation Goal)

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

Name of PEP-Certified Firm: Associated Excavating, Inc.
PEP-Certified Firm’s Tax ID#: 31-0785960
Scope of Work to Be Performed by Certified Firm: Pipe installation

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$ 52,190.00</td>
<td>$ 52,190.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 20,876.00</td>
<td>$ 20,876.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 31,314.00</td>
<td>$ 31,314.00</td>
</tr>
</tbody>
</table>

**SECTION 3: AFFIRMATIONS**

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer's Authorized Agent)

07/30/20
(Date)

**IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT OR IF THE HCC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.**
PEP-CERTIFIED (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm:

Address:

City: State: ZIP: 

Telephone: Email: 

Primes Base Bid $1,027,571.67

Name of Project: MUNDALE AVE AND FAUER AVE WATER MAIN IMPROVEMENT

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: ASSOCIATED EXCAVATING INC.

PEP-Certified Firm's Tax ID#: 31-0785960

Scope of Work to Be Performed by Certified Firm: PIPE INSTALLATION

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $52,190.00</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Materials $20,876.00</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Labor $31,314.00</td>
<td>%</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)

(Printed Name of Bidder/Proposer’s Authorized Agent)

(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED WBE
(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.

Address: 6891 Germantown Pike

City: Miamisburg, State: OH ZIP: 45342

Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com

Primes Base Bid $1,027,571.67

Name of Project: Mundale Ave. & Feuer Ave. Water Main Improvements (10%MBE, 5%WBE, 5%SBE Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: First Star Safety, LLC

PEP-Certified Firm's Tax ID#: 42-1719025

Scope of Work to Be Performed by Certified Firm: Maintenance of Traffic

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $2,450.00</td>
<td>0.24</td>
<td>$2,450.00</td>
</tr>
<tr>
<td>Materials $0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Labor $2,450.00</td>
<td>0.24</td>
<td>$2,450.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer's Authorized Agent)

President
(Title of Bidder/Proposer's Authorized Agent)

07/30/20 (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

Digitally signed by Mary L.S. Getter
DN: cn=Mary L.S. Getter, o=C.G. Construction & Utilities, Inc., ou=President, email: undergroundmancg@bizwoh.rr.com, c=US
Date: 2020.07.30 10:40:31-04'00
SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm:

Address:

City: ____________________________ State: _______ ZIP: _______

Telephone: _______________________ Email: __________________________

Primes Base Bid $ __1,027,571.67

Name of Project:

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: First Star Safety, LLC

PEP-Certified Firm’s Tax ID#: 42-1719025

Scope of Work to Be Performed by Certified Firm: Maintenance of Traffic

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $2,500,000</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Materials $2,500,000</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Labor $2,500,000</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer’s Authorized Agent)

(Printed Name of Bidder/Proposer’s Authorized Agent)

(Title of Bidder/Proposer’s Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED WBE (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER/PROPOSER INFORMATION

Name of Bidder/Proposer’s Firm: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg State: OH ZIP: 45342
Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com
Primes: Base Bid $1,027,571.67
Name of Project: Mundale Ave. & Fauver Ave. Water Main Improvements (100% MBE, 50% WBE, 50% SBE Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Green Star Trucking, Inc.
PEP-Certified Firm’s Tax ID#: 31-1369408
Scope of Work to Be Performed by Certified Firm: Trucking

<table>
<thead>
<tr>
<th></th>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$12,300.00</td>
<td>1.20%</td>
<td>$12,300.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$0.00</td>
<td>0.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$12,300.00</td>
<td>1.20%</td>
<td>$12,300.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder/Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter
(Signature of Bidder/Proposer’s Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer’s Authorized Agent)

President 07/30/20
(Title of Bidder/Proposer’s Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED: WBE

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER/PROPOSER INFORMATION

Name of Bidder/Proposer's Firm: ____________________________

Address: ____________________________________________________________

City: ____________________________ State: _______ ZIP: _______

Telephone: ____________________________ Email: ____________________________

Prime Base Bid $ 1,027,571.67
Name of Project: ____________________________

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Green Star Trucking, Inc.

PEP-Certified Firm's Tax ID#: 31-3669408

Scope of Work to Be Performed by Certified Firm: TRUCKING/HAULING

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$ 1,027,571.67</td>
<td>$</td>
</tr>
<tr>
<td>Material</td>
<td>$ 0</td>
<td>$</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 1,027,571.67</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder/Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)

(Printed Name of Bidder/Proposer's Authorized Agent)

(Title of Bidder/Proposer's Authorized Agent)
PEP-CERTIFIED WBE

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg State: OH ZIP: 45342
Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com
Primes Base Bid $ 1,027,571.67
Name of Project: Mundale Ave. & Fauer Ave. Water Main Improvements (10%MBE,5%WBE,5%SBE Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Grissom Construction, LLC
PEP-Certified Firm's Tax ID#: 26-4021142
Scope of Work to Be Performed by Certified Firm: Replacing curb and sidewalk

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $ 37,337.50</td>
<td>3.63%</td>
<td>$ 37,337.50</td>
</tr>
<tr>
<td>Materials $ 13,937.00</td>
<td>1.36%</td>
<td>$ 13,937.00</td>
</tr>
<tr>
<td>Labor $ 23,400.50</td>
<td>2.27%</td>
<td>$ 23,400.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer's Authorized Agent)

President
(Title of Bidder/Proposer's Authorized Agent) 07/30/20
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER/PROPOSER INFORMATION

Name of Bidder/Proposer's Firm: ________________________________
Address: ____________________________________________________
City: __________ State: _______ Zip: __________
Telephone: __________________________ Email: __________________
Primes Base Bld $1,027,571.67
Name of Project: ________________________________

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Grissom Construction, LLC
PEP-Certified Firm’s Tax ID#: 26-4021142
Scope of Work to Be Performed by Certified Firm: Replacing curb & sidewalks

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bld $37,337.50</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Materials $13,937.00</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Labor $23,400.50</td>
<td>%</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder/Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer’s Authorized Agent)

(Printed Name of Bidder/Proposer’s Authorized Agent)

(Title of Bidder/Proposer’s Authorized Agent) (Date)

IF THE BIDDER/OFFERER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DSL SB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

☑ Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

| 5.00 % SBE | 10.00 % MBE | 5.07 % WBE | % DSLB |

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DSL SB Participation Form(s) submitted with this Bid/Proposal.

☐ Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

☐ SBE  ☐ MBE  ☐ WBE  ☐ DSLB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms’ prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer’s standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.

5. Sought the Dayton MBAC’s assistance or used the services of community organizations; contractors’ groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Mary L.S. Getter
(Signature of Bidder/Offeror's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Offeror's Authorized Agent)

C.G. Construction & Utilities, Inc.
(Name of Bidder/Proposer's Firm)

Mary L.S. Getter
(Printed Name of Bidder/Offeror's Authorized Agent)

President
(Title of Bidder/Offeror's Authorized Agent)

07/30/2020
(Date)
Mary Getter

From: Scottgconstruction@swohio.twcbc.com
Date: Wednesday, July 29, 2020 2:20 PM
To: "Mary Getter" <undergroundmanc@bizwoh.rr.com>
Attach: BID ITEMS.pdf, PLANS.pdf, REVISED PEP FORM.pdf
Subject: FW: Request for Pricing, Mundale Ave. & Fauver Ave. Water Main Improvements

From: Scottgconstruction@swohio.twcbc.com [mailto:Scottgconstruction@swohio.twcbc.com]
Sent: Friday, July 24, 2020 2:21 PM
To: 'Austin Feller' <Austin.Feller@FirstStarSafety.com>; 'bryant mcconnell' <bmcconnell01@icloud.com>; kelvin
ewoltrucking30@yahoo.com <ewoltrucking30@yahoo.com>; grissomcon@att.net; joyce sutton (gsstar426@aol.com)
gsstar426@aol.com>; george tuck (tallviewpalladium@sbcglobal.net) <tallviewpalladium@sbcglobal.net>; (ljohnkathy@aol.com)
djohnkathy@aol.com>; ken block (kblock@woh.rr.com) <kblock@woh.rr.com>; 'Keshie' Harris <kesheeharris@gmail.com>; 'Leo
lucas' <leo.lucas1@wojonaspasphalt.com>
Subject: Request for Pricing, Mundale Ave. & Fauver Ave. Water Main Improvements
Importance: High

To PEP vendors,

C.G. Construction & Utilities, Inc. is soliciting quotes for the Mundale Ave. & Fauver Ave. Water Main Improvements project
for the City of Dayton. This project bids at noon, July 30, 2020.
This project's participation goal is 10% MBE, 5% SBE and 5% WBE.
We are requesting quotes for construction services, trucking services, aggregate material, asphalt paving, pipe material,
concrete work, electrical work and seed/straw/landscaping.
Plans and specs are included with this email. Information about the plans, specs and requirements for this project are also
available at the Minority Business Center located within the Human Relations Council offices at 371 W. Second St. Dayton,
OH.
Their telephone number is 937-333-1093.
Please send quotes for your specific scope to chio.cgconstruction@bizwoh.rr.com or you may also reply to myself at
scottgconstruction@swohio.twcbc.com.

Please note, the attached PEP form has been revised. You ONLY need to, under section 2, fill in your company name, tax
ID # and scope of work. I will fill in the dollar amounts and percentages to be counted towards the goal.

Thank you.

Scott Pearson
C.G. Construction & Utilities, Inc.
Phone: 937 665-7166
Fax: 937 665-9271
Cell: 937 604-5471

7/29/2020
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Mundale Ave. & Fauver Ave.
Water Main Improvements
(10% MBE, 5%WBE, and 5%SBE Participation Goal)

Bidder: C.G. Construction & Utilities, Inc.
6891 Germantown Pike
Miamisburg, OH 45342
937-866-7166
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

TelephoneNumber

Corporation
Name

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
Mary L.S. Getter - President
Carl R. Getter - Vice-President

Home Office Address
6891 Germantown Pike
Miamisburg, OH 45342

Local Address

Telephone (937) 866-7166 Fax (937) 865-9271

E-mail undergroundman@bizwohrr.com

Federal I.D.# 31-1666913

Dated this 30 day of July 2020

Bidder: Mary L.S. Getter

(Person, Firm, or Corporation)

By: Mary L.S. Getter

Title: President
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, C.G. Construction & Utilities, Inc.

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

Signed and sealed at Dayton, Ohio, this 30th day of July, 2020.

C.G. Construction & Utilities, Inc.

By ____________________________

Bidder

Hudson Insurance Company

___ /s/ Lisa M. Wilmot, Attorney-In-Fact

Lisa M. Wilmot, Attorney-In-Fact

Hylant Group, Inc.

Name of Insurance Agency

24 Frank Lloyd Wright Dr., Ste Ann Arbor, MI 48105

Address of Insurance Agency

Telephone (734) 662-1154 FAX 0
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

HUDSON INSURANCE COMPANY

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

Section 3929.01 (A)
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

HUDSON INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $1,616,864,349, liabilities in the amount of $1,139,710,974, and surplus of at least $477,153,375.

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

Jillian Froment, Director
BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Michael M. Hyland, Judy K. Wilson, Monica M. Mills, Kristie A. Pudvan,
Lisa M. Wilmot, Vicki S. Duncan, Susan E. Hurd
of the States of Michigan, Illinois, and Ohio

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authenticated on this 16th day of August, 2018 at New York, New York.

Dina Darkalatsis, Corporate Secretary

Hudson Insurance Company

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 16th day of August, 2018 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he has been by him so authorized.

CAMERON GOURLAY
Notary Public, State of New York
No. 01G005733O5
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

The undersigned Dina Darkalatsis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, in appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereof or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and all renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereeto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Dina Darkalatsis, Corporate Secretary

By: [Signature]

Dina Darkalatsis, Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

30th day of July, 2020

[Signature]
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, ___________________________, hereby certify that

(print name -- an Officer of the company)

C.G. Construction & Utilities, Inc. meets the following Contractor requirements relating to this City of Dayton construction project

Check All That Apply:

☑️ Comply with all City of Dayton income tax obligations and requirements

☑️ Maintain worker's compensation insurance for all employees as required by the State of Ohio

☑️ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☑️ Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

☑️ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☑️ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: ___________________________

(signature)

Title: President

Date: July 30, 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.

- Health Insurance
- Pension
- Apprenticeship
- Administrative

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.

- I.U.O.E. Local 18
- Apprenticeship
- Training Program
- L.I.U.N.A Local 1410
- Apprenticeship
- Training Program

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

- W.C. Jones Asphalt Paving Co., Inc
- A to Z Property Maintenance
- First Star Safety, LLC
- Grissom Construction
- Green Star Trucking, Inc.
- Associate Excavating
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Please see attached

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 Montgomery, ss:

Mary L.S. Getter

being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of C.G. Construction & Utilities, 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: Mary L.S. Getter

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF ________

COUNTY OF Montgomery

Mary L.S. Getter, being first duly sworn deposes and states that:

(1) He/she is President of

C.G. Construction & Utilities, Inc.

(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.

Mary L.S. Getter
President

SIGNED
TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Mundale Ave. & Fauver Ave. Water Main Improvements  

NAME: 

LOCATION: Dayton, OH

During the performance of this contract:

C.G. Construction & Utilities, Inc.  

CONTRACTOR:  

6891 Germantown Pike, Mabg, OH 45342  

ADDRESS: 

937-866-7166/937-865-9271  

TELEPHONE / FAX:

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, 

religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

**PART I: Requirements.** To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

<table>
<thead>
<tr>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
</tr>
<tr>
<td>11.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goals of Female Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 4/1/80 to Present</td>
</tr>
<tr>
<td>6.9%</td>
</tr>
</tbody>
</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

   a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

   b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.

   c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

   d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy, by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

C.G. Construction & Utilities, Inc. (Contractor) certifies that:

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

   Operating Engineers
   Laborers
   Truck Drivers

   

   a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

   b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

   SIGN: Mary L.S. Getter

   (Signature of Authorized Representative of Bidder)

   FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ.
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

☐ Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

<table>
<thead>
<tr>
<th>5.00 % SBE</th>
<th>10.00 % MBE</th>
<th>5.07 % WBE</th>
<th>% DLSB</th>
</tr>
</thead>
</table>

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☐ Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.

5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Mary L.S. Getter
(Signature of Bidder/Offeree's Authorized Agent)

C.G. Construction & Utilities, Inc.
(Name of Bidder/Proposer's Firm)

Mary L.S. Getter
(Part Printed Name of Bidder/Offeree's Authorized Agent)

President
(Title of Bidder/Offeree's Authorized Agent)

07/30/2020
(Date)
From: Scottgconstruction@swohio.twcbc.com
Date: Wednesday, July 29, 2020 2:20 PM
To: "Mary Getter" <undergroundmancg@bizwoh.rr.com>
Attach: BID ITEMS.pdf; PLANS.pdf; REVISED PEP FORM.pdf
Subject: FW: Request for Pricing, Mundale Ave. & Fauver Ave. Water Main Improvements

To: Scottgconstruction@swohio.twcbc.com [mailto:Scottgconstruction@swohio.twcbc.com]

C.G. Construction & Utilities, Inc. is soliciting quotes for the Mundale Ave. & Fauver Ave. Water Main Improvements project for the City of Dayton. This project bids at noon, July 30, 2020.

This project's participation goal is 10% MBE, 5% SBE and 5% WBE.

We are requesting quotes for construction services, trucking services, aggregate material, asphalt paving, pipe material, concrete work, electrical work and seed/straw/landscaping.

Plans and specs are included with this email. Information about the plans, specs and requirements for this project are also available at the Minority Business Center located within the Human Relations Council offices at 371 W. Second St. Dayton, OH.

Their telephone number is 937-333-1033.

Please send quotes for your specific scope to Chip.cgconstruction@bizwoh.rr.com or you may also reply to myself at Scottgconstruction@swohio.twcbc.com.

Please note, the attached PEP form has been revised. You ONLY need to, under section 2, fill in your company name, tax ID # and scope of work. I will fill in the dollar amounts and percentages to be counted towards the goal.

Thank you.

C.G. Construction & Utilities, Inc.
Phone: 937 866-7166
Fax: 937 865-8271
Cell: 937 604-5471

7/29/2020
WAYNE AND WATERVLIET AVENUE WATER MAIN IMPROVEMENTS

(20% MBE PARTICIPATION GOAL / 20% MBE PARTICIPATION ACHIEVED)

The Department of Water requests permission to enter into an Agreement with C.G. Construction and Utilities, Inc., in the amount of $1,930,525.74 for the Wayne and Watervliet Avenue Water Main Improvements project. This amount includes the base bid of $1,755,023.40 and Alternate No. 1 - Contingency Allowance for $175,502.34 (10% of the base bid). This project consists of the installation of approximately 5,500 linear feet of new 8” and 16” water main in Wayne Avenue from Phillips Avenue to Watervliet and in Watervliet Avenue from Wayne Avenue to Woodbine Avenue. Work includes the installation of ductile iron pipe and fittings, gate valves, fire hydrants and doing other work incidental thereto.

Two bids were received for this project on July 23, 2020. After evaluating the bids, C.G. Construction and Utilities, Inc.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was $2,125,000.00. The time of completion is July 31, 2021. The expiration date identified on the Certificate of Funds is July 31, 2022.

This project is being funded using Series 2018 Water Construction Fund (Debt) and 2020 Water Capital Funds (Cash). This project supports the Asset Management Capital Reinvestment Program by replacing existing water mains to improve performance of the water distribution system.

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

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>10/28/2020</td>
<td>Required Documentation</td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>7/31/2022</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$1,930,525.74</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$1,930,525.74</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>Copy of City Manager's Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Original CT/CF</th>
<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
<th>Remaining Commission Approval</th>
</tr>
</thead>
</table>

| Amount: | $1,351,368.02 | Amount: | $579,157.72 |
| Fund | Org | Acct | Prog | Act | Loc |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALS

Vendor Name: C.G. Construction and Utilities, Inc.
Vendor Address: 6891 Germantown Pike Miamisburg Ohio 45342
Federal ID: 31-1666913
Commodity Code: 96896
Purpose: Award of Contract for Wayne and Watervliet Water Main Improvements

Contact Person: Lisa Burton-Yates
Water/Water Engineering
10/16/2020

Originating Department Director's Signature: Michael Powell

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 10/20/2020

CF Prepared by: [Signature]
Date: 10/20/2020

Finance Department

October 18, 2011
Wayne and Watervliet Avenue Water Main Improvements (#7167347)
Owner: City of Dayton, Ohio
Solicitor: Dayton OH, City of
07/23/2020 12:00 PM EDT

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Extension</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$1,745,865.00</td>
<td>$2,089,875.00</td>
</tr>
<tr>
<td>Fixed Price Item</td>
<td>$9,158.40</td>
<td>$9,158.40</td>
</tr>
<tr>
<td>Alternate No. 1 Contingency /</td>
<td>$175,502.34</td>
<td>$209,903.34</td>
</tr>
<tr>
<td>Base Bid Total:</td>
<td>$1,755,023.40</td>
<td>$2,099,033.40</td>
</tr>
</tbody>
</table>
October 14, 2020

TO:        Nick Dailey P.E., Chief Engineer
            Department of Water,
            Division of Water Engineering

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

SUBJECT:   Wayne and Watervliet Ave. Water Main Improvements
            (20% MBE Participation Goal)

The apparent low bidder, C.G. Construction & Utilities, Inc. submitted a bid utilizing three (3) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that C.G. Construction & Utilities, Inc. is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.G. Construction &amp; Utilities, Inc.</td>
<td>$1,755,023.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A to Z Property Maintenance</td>
<td>$187,550.00</td>
<td>10.7% MBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving Co.,</td>
<td>$122,815.00</td>
<td>7.0% MBE</td>
</tr>
<tr>
<td>Davida’s Trucking &amp; Excavating, LLC</td>
<td>$40,800.00</td>
<td>2.3% MBE</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION    | 20% MBE              |

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

CAG
PEP-CERTIFIED MBE (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg State: OH ZIP: 45342
Telephone: (937) 866-7166 Email: undergroundmancg@bizwoh.rr.com
Prime Base Bid: $1,755,023.40
Name of Project: Wayne and Watervilet Ave. Water Main Improvements (20% MBE Participation)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W.C. Jones Asphalt Paving Co., Inc.
PEP-Certified Firm's Tax ID#: 31-0955590
Scope of Work to Be Performed by Certified Firm: Asphalt Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $122,815.00</td>
<td>7.00%</td>
<td>$122,815.00</td>
</tr>
<tr>
<td>Materials $49,126.00</td>
<td>3.00%</td>
<td>$49,126.00</td>
</tr>
<tr>
<td>Labor $73,689.00</td>
<td>4.00%</td>
<td>$73,689.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer's Authorized Agent)

President
(Title of Bidder/Proposer's Authorized Agent)

07/23/20
(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED SBE / MBE / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: ____________________________

Address: ____________________________

City: ____________________________ State: __________ ZIP: __________

Telephone: __________ Email: __________

Prime Bidding $1,755,023.10

Name of Project: Wayne and Watervliet Water Main Improvements

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: W. C. Jones Asphalt Paving Co., Inc.

PEP-Certified Firm's Tax ID#: 31-0955590

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

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid: $122,815.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials $____________________</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Labor $____________________</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)

(Printed Name of Bidder/Proposer's Authorized Agent)

(The Title of Bidder/Proposer's Authorized Agent)

The above-named PEP-Certified Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder / Proposer and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.

(Signature of PEP-Certified Firm's Authorized Agent)

Mr. Leo C. Lucas

(Printed Name of PEP-Certified Firm's Authorized Agent)

President

(The Title of PEP-Certified Firm's Authorized Agent)

AD 7-21-2020

IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT, OR IF THE IRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED MBE

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamiusburg
State: OH
ZIP: 45342
Telephone: (937) 866-7166
Email: undergroundmancg@bizwoh.rr.com
Prime Base Bid $ 1,755,023.40
Name of Project: Wayne and Watervliet Ave. Water Main Improvements (20% MBE Participation Goal)

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: David's Trucking and Excavating
PEP-Certified Firm's Tax ID#: 47-4972742
Scope of Work to Be Performed by Certified Firm: Trucking

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$ 40,800.00</td>
<td>$ 40,800.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 40,800.00</td>
<td>$ 40,800.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer's Authorized Agent)

President 07/23/20
(Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED SBE (MBE) / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer’s Firm: ____________________________

Address: ______________________________________________________

City: ______________________ State: _______ ZIP: _____________

Telephone: ___________ Email: _________________________________

Prime Base Bid $ 1,758,023.40

Name of Project: ____________________________

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: David’s Trucking

PEP-Certified Firm’s Tax ID#: 17-4972742

Scope of Work to Be Performed by Certified Firm: Trucking

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $ 1,080,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials $</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Labor $</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Handwritten Name of Bidder/Proposer’s Authorized Agent)

(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP-CERTIFIED MBE

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: C.G. Construction & Utilities, Inc.
Address: 6891 Germantown Pike
City: Miamisburg
State: OH
Phone: (937) 866-7166
Email: undergroundman@gizwhoh.rr.com
Name of Project: Wayne and Watervilet Ave. Water Main Improvements (20% MBE Participation Goal)

Primes Base Bid: $1,755,023.40

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: A to Z Property Maintenance
PEP-Certified Firm's Tax ID#: 20-0431498
Scope of Work to Be Performed by Certified Firm: Concrete items and site restoration

Total Dollar Amount Towards Goal

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Percentage Towards Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$187,550.00</td>
<td>10.69</td>
</tr>
<tr>
<td>Materials</td>
<td>$75,020.00</td>
<td>4.28</td>
</tr>
<tr>
<td>Labor</td>
<td>$112,530.00</td>
<td>6.41</td>
</tr>
</tbody>
</table>

Amount to Be Paid to This PEP Firm for the Work Described: $187,550.00

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Mary L.S. Getter
(Signature of Bidder/Proposer's Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Proposer's Authorized Agent)

President
(Title of Bidder/Proposer's Authorized Agent)

07/23/20
(Date)

IF THE BIDDER/OFFEREE IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

Digitally signed by Mary L.S. Getter
DN: c=US, st=Ohio, l=Cincinnati, ou=2626 Center, bu=CGA
Date: 2020.07.23 14:53:31 -04'00'
PEP-CERTIFIED SBE (MBE) / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER/PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: 

Address: 

City: 

State: 

ZIP: 

Telephone:  

Email: 

Prime Bid $ 

Name of Project: 

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: 

PEP-Certified Firm's Tax ID#: 

Scope of Work to Be Performed by Certified Firm: 

Total Dollar Amount Towards Goal  Percentage Towards Goal  Amount to Be Paid to This PEP Firm for the Work Described:

Total Bid  $ 

Materials  $  

Labor  $  

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent)  

(Printed Name of Bidder/Proposer's Authorized Agent)  

The above-named PEP-Certified Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder / Proposer and that it will perform, and is certified to perform, the type(s) of work described above (for the dollar amount(s) as stated above).

(Signature of PEP-Certified Firm's Authorized Agent)  

(Printed Name of PEP-Certified Firm's Authorized Agent)  

(Date)  

IF THE BIDDER/PROPOSER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract’s participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

☑ Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project’s PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

<table>
<thead>
<tr>
<th></th>
<th>SBE</th>
<th>MBE</th>
<th>WBE</th>
<th>DLSB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.00%</td>
<td>20.01%</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

☑ Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project’s PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

The Bidder/Proposer’s documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer’s documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms’ prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer’s standing within its industry, membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employees) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided Interested PEP-Certified Firms with plans and specifications of the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to the solicitation.

5. Sought the Dayton MBAC’s assistance or used the services of community organizations; contractors’ groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Mary L.S. Getter
(Signature of Bidder/Offeree’s Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Offeree’s Authorized Agent)

C.G. Construction & Utilities, Inc.

C.G. Construction & Utilities, Inc.

President

07/23/2020

(Name of Bidder/Offeree’s Authorized Agent)

(Date)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
Wayne and Watervliet Ave.
Water Main Improvements
(20% MBE Participation
Goal)

Bidder
C.G. Construction & Utilities, Inc.
6891 Germantown Pike
Miamisburg, OH 45342
937-866-7166
<table>
<thead>
<tr>
<th>Section</th>
<th>Line</th>
<th>Item ID</th>
<th>Item Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td></td>
<td>1</td>
<td>202</td>
<td>Trolley Tra L.F.</td>
<td>1500</td>
<td>$10.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>207</td>
<td>Temporary L.S.</td>
<td>1</td>
<td>$4,495.00</td>
<td>$4,495.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>304</td>
<td>Aggregate C.Y.</td>
<td>50</td>
<td>$34.00</td>
<td>$1,700.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
<td>305</td>
<td>Concrete B S.Y.</td>
<td>3500</td>
<td>$38.00</td>
<td>$133,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5</td>
<td>441</td>
<td>Asphalt Coil</td>
<td>770</td>
<td>$160.00</td>
<td>$123,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6</td>
<td>453</td>
<td>Concrete D S.F.</td>
<td>1250</td>
<td>$12.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7</td>
<td>608</td>
<td>Concrete V S.F.</td>
<td>2700</td>
<td>$10.00</td>
<td>$27,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8</td>
<td>608</td>
<td>Curb Ramp S.F.</td>
<td>400</td>
<td>$18.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9</td>
<td>609</td>
<td>Barrier Cur L.F.</td>
<td>550</td>
<td>$38.00</td>
<td>$20,900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10</td>
<td>614</td>
<td>Maintainin LUMI</td>
<td>1</td>
<td>$51,279.00</td>
<td>$51,279.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11</td>
<td>615</td>
<td>Low Stren C.Y.</td>
<td>4600</td>
<td>$32.80</td>
<td>$150,880.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12</td>
<td>623</td>
<td>Construct LUMI</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13</td>
<td>632</td>
<td>Detector L.E.A.</td>
<td>2</td>
<td>$1,650.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>14</td>
<td>642</td>
<td>Centerline L.F.</td>
<td>800</td>
<td>$2.45</td>
<td>$1,960.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15</td>
<td>653</td>
<td>Topsoil Fur C.Y.</td>
<td>220</td>
<td>$45.00</td>
<td>$9,900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>16</td>
<td>659</td>
<td>Seeding an S.Y.</td>
<td>2200</td>
<td>$1.50</td>
<td>$3,300.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>17</td>
<td>810</td>
<td>Excavation L.F.</td>
<td>50</td>
<td>$72.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>18</td>
<td>810</td>
<td>Excavation L.F.</td>
<td>260</td>
<td>$71.00</td>
<td>$18,460.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>19</td>
<td>810</td>
<td>Excavation L.F.</td>
<td>2300</td>
<td>$70.00</td>
<td>$161,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>810</td>
<td>Excavation L.F.</td>
<td>175</td>
<td>$80.00</td>
<td>$14,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>21</td>
<td>810</td>
<td>Excavation L.F.</td>
<td>3300</td>
<td>$88.00</td>
<td>$290,400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>22</td>
<td>824-4&quot;</td>
<td>Ductile I L.F.</td>
<td>50</td>
<td>$41.50</td>
<td>$2,075.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>23</td>
<td>824-6&quot;</td>
<td>Ductile I L.F.</td>
<td>260</td>
<td>$26.25</td>
<td>$6,825.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>24</td>
<td>824-8&quot;</td>
<td>Ductile I L.F.</td>
<td>2300</td>
<td>$24.25</td>
<td>$55,775.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>25</td>
<td>824-12&quot;</td>
<td>Ductile L.F.</td>
<td>175</td>
<td>$51.00</td>
<td>$8,925.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>26</td>
<td>824-16&quot;</td>
<td>Ductile L.F.</td>
<td>3300</td>
<td>$63.75</td>
<td>$210,375.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>27</td>
<td>837</td>
<td>Abandonec EA.</td>
<td>21</td>
<td>$185.00</td>
<td>$3,885.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>28</td>
<td>840-6&quot;</td>
<td>Gate Val EA.</td>
<td>17</td>
<td>$1,200.00</td>
<td>$20,400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>29</td>
<td>840-8&quot;</td>
<td>Gate Val EA.</td>
<td>10</td>
<td>$1,500.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>30</td>
<td>840-12&quot;</td>
<td>Gate V. EA.</td>
<td>2</td>
<td>$2,500.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>31</td>
<td>840-16&quot;</td>
<td>Gate V. EA.</td>
<td>7</td>
<td>$7,500.00</td>
<td>$52,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>32</td>
<td>843</td>
<td>Fire Hydrar EA.</td>
<td>13</td>
<td>$3,500.00</td>
<td>$45,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>33</td>
<td>843</td>
<td>Fire Hydrar EA.</td>
<td>6</td>
<td>$500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>34</td>
<td>844-8&quot;x8&quot;</td>
<td>Wate EA.</td>
<td>2</td>
<td>$1,458.00</td>
<td>$2,916.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35</td>
<td>844-12&quot;x12&quot;</td>
<td>W EA.</td>
<td>3</td>
<td>$1,458.00</td>
<td>$4,374.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>36</td>
<td>844-16&quot;x16&quot;</td>
<td>W EA.</td>
<td>1</td>
<td>$1,968.00</td>
<td>$1,968.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>37</td>
<td>845</td>
<td>Service Rej L.F.</td>
<td>2250</td>
<td>$57.50</td>
<td>$129,375.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>38</td>
<td>845</td>
<td>Curb Stop, EA.</td>
<td>90</td>
<td>$125.00</td>
<td>$11,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>39</td>
<td>845</td>
<td>Curb Box, 1EA.</td>
<td>90</td>
<td>$34.00</td>
<td>$3,060.00</td>
</tr>
<tr>
<td></td>
<td>Item Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------</td>
<td>----------</td>
<td>------------</td>
<td>--------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>847 Cut &amp; Plug, EA.</td>
<td>7</td>
<td>$1,440.00</td>
<td>$10,080.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>847 Cut &amp; Plug, EA.</td>
<td>6</td>
<td>$1,480.00</td>
<td>$8,880.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>847 Cut &amp; Plug, EA.</td>
<td>2</td>
<td>$1,765.00</td>
<td>$3,530.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>847 Cut &amp; Plug, EA.</td>
<td>2</td>
<td>$1,900.00</td>
<td>$3,800.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>847 Cut &amp; Plug, EA.</td>
<td>4</td>
<td>$2,647.00</td>
<td>$10,588.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>SP-1 Insert Valve EA.</td>
<td>1</td>
<td>$9,160.00</td>
<td>$9,160.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>SP-1 Insert Valve EA.</td>
<td>2</td>
<td>$9,315.00</td>
<td>$18,630.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>SP-1 Insert Valve EA.</td>
<td>2</td>
<td>$16,700.00</td>
<td>$33,400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>SP-2 Cold Water S.Y.</td>
<td>2000</td>
<td>$0.01</td>
<td>$20.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fixed Price Item</td>
<td></td>
<td></td>
<td>$9,158.40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>810 Street Cut LUMI</td>
<td>1</td>
<td>$9,158.40</td>
<td>$9,158.40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Alternate No. 1 Contingency Allowance</td>
<td></td>
<td></td>
<td>$175,502.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>A-1 Contingency LUMI</td>
<td>1</td>
<td>$175,502.34</td>
<td>$175,502.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Bid Total:</td>
<td></td>
<td></td>
<td>$1,755,023.40</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

C.G. Construction & Utilities, Inc.

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
Mary L.S. Getter - President
Carl R. Getter - Vice-President

Home Office Address
6891 Germantown Pike
Miamisburg, OH 45342

Local Address

Telephone (937) 866-7166  Fax (937) 865-9271

E-mail undergroundmcg@bizwoh.rr.com

Federal I.D.# 31-1666913

Dated this 23 day of July, 2020

Bidder: Mary L.S. Getter
(Person, Firm, or Corporation)

By: Mary L.S. Getter - C.G. Construction & Utilities, Inc.

Title: President
BID BOND

Ten Percent (10%) of the Total
Amount Bid

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, ____________________
C.G. Construction & Utilities, Inc.

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

Signed and sealed at Dayton, Ohio, this ________ day of ________, ________.

C.G. Construction & Utilities, Inc.

By ____________________
Bidder

Hudson Insurance Company

________________________________
Surety Lisa M. Wilmot, Attorney-In-Fact

Hylant Group, Inc.

Name of Insurance Agency
24 Frank Lloyd Wright Dr., Ste Ann Arbor, MI 48105
Address of Insurance Agency

Telephone (734) 662-1154 FAX ()
HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2019

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$345,619,567</td>
</tr>
<tr>
<td>Real estate</td>
<td>0</td>
</tr>
<tr>
<td>Cash on hand and on deposit</td>
<td>111,338,436</td>
</tr>
<tr>
<td>Reinsurance Receivable</td>
<td>356,648,283</td>
</tr>
<tr>
<td>ITT recoverable (including net deferred tax asset)</td>
<td>16,352,414</td>
</tr>
<tr>
<td>Aggregate write-ins for other than invested assets</td>
<td>374,021,233</td>
</tr>
<tr>
<td>Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)</td>
<td>68,255,801</td>
</tr>
<tr>
<td>Stocks</td>
<td>254,859,465</td>
</tr>
<tr>
<td>Other Assets</td>
<td>89,769,150</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$1,616,864,349</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES &amp; SURPLUS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Losses</td>
<td>$232,135,659</td>
</tr>
<tr>
<td>Loss adjustment expense</td>
<td>27,181,246</td>
</tr>
<tr>
<td>Other expenses</td>
<td>27,548,056</td>
</tr>
<tr>
<td>Unearned Premiums</td>
<td>113,141,748</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable</td>
<td>605,070,295</td>
</tr>
<tr>
<td>Payable to parent, subsidiaries and affiliates</td>
<td>4,826,344</td>
</tr>
<tr>
<td>Commissions payable, contingent commissions and other similar charges</td>
<td>22,657,806</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>107,140,820</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$1,139,710,974</strong></td>
</tr>
<tr>
<td>Preferred and Common capital stock</td>
<td>$7,500,238</td>
</tr>
<tr>
<td>Gross paid in and contributed surplus</td>
<td>293,480,097</td>
</tr>
<tr>
<td>Unassigned funds (surplus)</td>
<td>176,173,040</td>
</tr>
<tr>
<td>Surplus as regards policyholders</td>
<td>$477,153,375</td>
</tr>
<tr>
<td><strong>Total Liabilities and Surplus</strong></td>
<td><strong>$1,616,864,349</strong></td>
</tr>
</tbody>
</table>

STATE OF NEW YORK

COUNTY OF NEW YORK

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2019.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 21st day of January, 2020.

Keith Brennan
Controller

Subscribed and sworn to before me this 21st day of January, 2020. My commission expires

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022
Ohio Department of Insurance
Mike DeWine - Governor
Jillian Froment - Director

Certificate of Compliance

Issued 03/20/2020
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

HUDSON INSURANCE COMPANY

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

Section 3929.01 (A)
- Aircraft
- Allied Lines
- Boiler & Machinery
- Burglary & Theft
- Collectively Renewable A & H
- Commercial Auto - Liability
- Commercial Auto - No Fault
- Commercial Auto - Physical Damage
- Credit
- Credit Accident & Health
- Earthquake
- Fidelity
- Financial Guaranty
- Fire
- Glass
- Group Accident & Health
- Guaranteed Renewable A & H
- Inland Marine
- Medical Malpractice
- Multiple Peril - Commercial
- Multiple Peril - Farmowners
- Multiple Peril - Homeowners
- Noncancellable A & H
- Nonrenew-Stated Reasons (A&H)
- Ocean Marine
- Other
- Other Accident only
- Other Liability
- Private Passenger Auto - Liability
- Private Passenger Auto - No Fault
- Private Passenger Auto - Physical Damage
- Surety
- Workers Compensation

HUDSON INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $1,616,864,349, liabilities in the amount of $1,139,710,974, and surplus of at least $477,153,375.

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

Jillian Froment, Director

Accredited by the National Association of Insurance Commissioners (NAIC)
BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with
offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and
appoint

Michael M. HIYATT, Judy K. Wilson, Monica M. Mills, Kristie A. Putvain,
Lisa M. Wilmer, Vicki S. Duncan, Susan E. Hurd

of the States of Michigan, Illinois, and Ohio
its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or
others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if
signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly
attested on this 16th day of August, 2018 at New York, New York.

HUDSON INSURANCE COMPANY

By: Michael P. Citrone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 16th day of August, 2018 before me personally came Michael P. Citrone to be sworn who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company and that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he is a duly elected thereof by like order.

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO372395
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of
Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and
discretion, to appoint such agents or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower
such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances,
whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and
undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of
attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligations in the nature
thereof or related thereto, such signature and seal where so used whethet herefore or hereafter, being hereby adopted by the Company as the original
signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually
affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the
said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said
Power of Attorney is now in force.

By the hand of the undersigned and the seal of said Company this 23rd day of July, 2020

By: Dina Daskalakis, Corporate Secretary
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, _______________________________ hereby certify that
(print name – an Officer of the company)

C.G. Construction & Utilities, Inc. (company) meets the following Contractor requirements relating to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

☑ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

☑ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☑ Comply with the State of Ohio Bureau of Worker’s Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☑ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: _______________________________
(signature)

Title: _______________________________

Date: ________________

By: Mary L.S. Getter

Title: President

Date: July 23, 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.

Health
Pension
Apprenticeship
Administrative

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.

I.U.O.E. Local 18
Apprenticeship Training Program

L.I.U.N.A. Local 1410
Apprenticeship Training Program

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

W.C. Jones Asphalt Paving Co., Inc.

Davidas Trucking and Excavating

A to Z Property Maintenance
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.  

Please see attached  

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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  

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
To PEP vendors,

C.G. Construction & Utilities, Inc. is soliciting quotes for the Wayne and Watervliet Water Main Improvements project for the City of Dayton. This project bids at noon, July 23, 2020.

This project's participation goal is 20% MBE.

We are requesting quotes for construction services, trucking services, aggregate material, asphalt paving, pipe material, concrete work, electrical work and seed/straw/landscaping.

**Plans and specs are included with this email.** Information about the plans, specs and requirements for this project are also available at the Minority Business Center located within the Human Relations Council offices at 371 W. Second St. Dayton, OH.

Their telephone number is 937-333-1033.

Please send quotes for your specific scope to chip.cgconstruction@bizwoh.rr.com or you may also reply to myself at scottcgconstruction@swohio.twcbc.com.

Please note, the attached PEP form has been revised. You ONLY need to, under section 2, fill in your company name, tax ID # and scope of work. I will fill in the dollar amounts and percentages to be counted towards the goal.

Thank you.

Scott Pearson
C.G. Construction & Utilities, Inc.
Phone: 937 866-7166
Fax: 937 865-9271
Cell: 937 604-5471

7/23/2020
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery ss:

Mary L.S. Getter being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   C.G. Construction & Utilities, 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: Mary L.S. Getter
Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio
COUNTY OF Montgomery

Mary L.S. Getter, being first duly sworn deposes and
states that:

(1) He/she is President of
C.G. Construction & Utilities, Inc.

(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.

Mary L.S. Getter

SIGNED
President

TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Wayne and Watervilet Ave. Water Main Improvements (20% MBE Participation Goal)  Dayton, Ohio

NAME

During the performance of this contract:

C.G. Construction & Utilities, Inc.  6651 Greatway Pkwy, Miamisburg, OH 45342  937-866-7166/837-865-9271

CONTRACTOR  ADDRESS  TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

Part I: Requirements. To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) Goals & Timetables. The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

| Goals of Minority Worker Utilization Expressed in Percentage Terms |
| From 1/1/2000 to Present |
| 11.5% |

| Goals of Female Worker Utilization Expressed in Percentage Terms |
| From 4/1/80 to Present |
| 6.9% |
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor’s entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor’s goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor’s aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor’s failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every “good faith” effort to make these steps work towards the attainment of the goals and timetables.

2. **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

   a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations’ responses.

   b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor’s file shall document this and the reasons therefor.

   c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor’s efforts to meet its obligations.

   d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION
C.G. Construction & Utilities, Inc. (Contractor) certifies that:

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

Operating Engineers
Laborers
Truck Drivers

a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor’s aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and

b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: Mary L.S. Getter

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

**Option 1.** The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project’s PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

| 0.00 % SBE | 20.01 % MBE | 0.00 % WBE | 0.00 % DLSB |

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

**Option 2 (WAIVER REQUEST).** The Bidder/Proposer is unable to meet the project’s PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

The Bidder/Proposer’s documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer’s documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. Negotiated in good faith with PEP-Certified Firms, and considered the firms’ prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer’s standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. Sought the Dayton MBAC’s assistance or used the services of community organizations, contractors’ groups, local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

Mary L.S. Getter
(Signature of Bidder/Offeror’s Authorized Agent)

Mary L.S. Getter
(Printed Name of Bidder/Offeror’s Authorized Agent)

C.G. Construction & Utilities, Inc.
(Name of Bidder/Proposer’s Firm)

President
(Title of Bidder/Offeror’s Authorized Agent)

07/23/2020
(Date)
City Manager’s Report

From 5200 - Law/Civil
Supplier, Vendor, Company, Individual
Dayton Power and Light Company
Address 1065 Woodman Drive
Dayton, Ohio 45432

Date October 28, 2020
Expense Type Legal Settlement
Total Amount $1,600,000.00 thru 12-31-2023

Fund Source(s) Fund Code(s) Fund Amount(s)
Development Fund 16300-2600-29515-41 $800,000.00
DP&L Settlement for PACE 22517-2600-29515-41 $600,000.00
DP&L Settlement for Res. 22516-2600-29515-41 $200,000.00
Energy Edu

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

Description

PUCO Case Settlement

Authorization is requested to enter into a Stipulated Agreement settling two cases before the Public Utilities of Commission of Ohio. The terms of the Stipulated Agreement provide many benefits for Dayton Power and Light Company’s (DP&L) customers and the City of Dayton. These benefits include:

1. Reducing DP&L’s requested $560,000.00 in grid modernization charges to $267,000.00, saving customers $293,000.00 while modernizing the grid and ensuring funding for programs such as electric vehicle chargers, smart thermostats, advanced utility meters, $50,000.00 per year in customer education about grid modernization, a self-healing grid which will reduce outages; and

2. Providing $150,000.00 in PACE funding and $200,000.00 in economic development funding annually for four years; and avoiding approximately $600,000.00 in redundant services charges annually;

3. Facilitating the exploration of utilizing solar power at the City’s Water Department, and prioritizing the installation of smart grid equipment that will benefit residential customers in the western and northwestern areas of the City.

It is believed to be in the best interest of the City of Dayton and upon recommendation of the City Attorney that this Stipulated Agreement be entered into as final settlement of this matter.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
City Manager’s Report

Date October 28, 2020
Expense Type Legal Settlement
Total Amount $1,600,000.00 thru 12-31-2023

From 5200 - Law/Civil
Supplier, Vendor, Company, Individual
Dayton Power and Light Company
Address 1065 Woodman Drive
Dayton, Ohio 45432

Fund Source(s) Fund Code(s) Fund Amount(s)
Development Fund 16300-2600-29515-41 $800,000.00
DP&L Settlement for PACE 22517-2600-29515-41 $600,000.00
DP&L Settlement for Res. Energy Edu 22516-2600-29515-41 $200,000.00

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

Description

PUCO Case Settlement

Authorization is requested to enter into a Stipulated Agreement settling two cases before the Public Utilities of Commission of Ohio. The terms of the Stipulated Agreement provide many benefits for Dayton Power and Light Company’s (DP&L) customers and the City of Dayton. These benefits include:

1. Reducing DP&L’s requested $560,000.00 in grid modernization charges to $267,000.00, saving customers $293,000.00 while modernizing the grid and ensuring funding for programs such as electric vehicle chargers, smart thermostats, advanced utility meters, $50,000.00 per year in customer education about grid modernization, a self-healing grid which will reduce outages; and

2. Providing $150,000.00 in PACE funding and $200,000.00 in economic development funding annually for four years; and avoiding approximately $600,000.00 in redundant services charges annually;

3. Facilitating the exploration of utilizing solar power at the City’s Water Department, and prioritizing the installation of smart grid equipment that will benefit residential customers in the western and northwestern areas of the City.

It is believed to be in the best interest of the city of Dayton and upon recommendation of the City Attorney that this Stipulated Agreement be entered into as final settlement of this matter.

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Clerk

Date

Updated 8/2016
October 23, 2020

TO: Shelley Dickstein
   City Manager

FROM: Barbara J. Doseck
       City Attorney

SUBJECT: DP&L Settlement of Two PUCO cases

We request Commission approval of a tentative settlement agreement with DP&L in two separate cases: Case No. 20-0680-EL-UNC ("4 year review case") and Case No. 18-1875-EL-GRD ("Grid Modernization case"). In a consolidated stipulation, several parties have agreed to settlement terms in these cases. The relevant settlement terms for the City are:

- Prior to litigation over the grid modernization charges, DP&L sought $560 million in grid modernization charges which would fund many programs which provided no benefit to ratepayers. The settlement allows for $267 million in grid modernization charges for programs which actually will modernize the grid. This saves customers $293 million while ensuring funding for proper programs like:
  - Electric Vehicle Chargers;
  - Smart Thermostats;
  - Advanced utility meters enabling “time of use” rates;
  - $50,000/year in customer education about grid modernization;
  - A “self-healing” grid which will reduce outages; and
  - Numerous other programs.

- Roughly $1 million/year in economic development programs for the city:
  - $150,000 annually in PACE funding
  - $200,000 annually in economic development funding spent at City’s discretion
  - Roughly $600,000/year in avoided “redundant service” charges.

- DP&L made major concessions to accommodate the City’s solar goals for the Water Department, including:
  - Waiving traditional restrictions which impact shopping customers;
  - Conducting an interconnection study at DP&L’s expense (potentially saving the City tens of thousands of dollars); and
  - Allowing consolidation of multiple Water accounts so net metering is possible.

- Significant non-economic development commitments
  - While installing SmartGrid, DP&L will prioritize installing equipment that will benefit residential customers in the Western and Northwestern areas of the City of Dayton.
  - DP&L will explore a joint partnership with the City of Dayton and the University of Dayton's Hanley Sustainability Institute.
- “IRR” and rate stabilization charges (“RSC”) to be eliminated through new cases filed in 2023 and 2024.
- Percentage of Income Payment Plan “PIPP” Water Heater Controller Pilot Program to help low income customers manage utility bills and provide water heater controllers for free to low income customers.
- Major incentives for large industrial customers which would largely eliminate RSC charges for those classes.

The City is represented in these legal actions before the Public Utilities Commission of Ohio by Trevor Alexander with Calfee, Halter and Griswold, LLP. The Law Department works closely with our outside counsel on these matters and both Mr. Alexander and the City’s Law Department recommend acceptance of these settlement terms.

APPROVED:

[Signature]
Shelley Dickstein

C: Mr. Parlette
   Ms. Lofton

BDJ/anb
BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of The Dayton Power and Light Company for Approval of Its Plan to Modernize Its Distribution Grid : Case No. 18-1875-EL-GRD


In the Matter of the Application of The Dayton Power and Light Company for Approval of Certain Accounting Methods : Case No. 18-1877-EL-AAM

In the Matter of the Application of The Dayton Power and Light Company for Finding That Its Current Electric Security Plan Passes the Significantly Excessive Earnings Test and More Favorable in the Aggregate Test in R.C. 4928.143(E) : Case No. 20-0680-EL-UNC

In the Matter of the Application of The Dayton Power and Light Company for Administration of the Significantly Excessive Earnings Test Under R.C. 4928.143(F) and Ohio Adm.Code 4901:1-35-10 for 2018 : Case No. 19-1121-EL-UNC

In the Matter of the Application of The Dayton Power and Light Company for Administration of the Significantly Excessive Earnings Test Under R.C. 4928.143(F) and Ohio Adm.Code 4901:1-35-10 for 2019 : Case No. 20-1041-EL-UNC

STIPULATION AND RECOMMENDATION

Pursuant to Ohio Adm.Code 4901-1-30, any two or more parties may enter into a stipulation concerning the proposed resolution of some or all of the issues in a proceeding of the
Public Utilities Commission of Ohio ("Commission"). This Stipulation and Recommendation ("Stipulation") sets forth the understanding and agreement of The Dayton Power and Light Company ("DP&L") and parties that have signed below (together, the "Signatory Parties"), who recommend that the Commission approve and adopt this Stipulation without modification to resolve all of the issues in the above-captioned proceedings.

This Stipulation is a product of lengthy, serious, arm's-length bargaining among the Signatory Parties (all of whom are capable, knowledgeable, and represented by counsel) with the participation of the Staff of the Commission ("Staff"). All parties were invited to discuss and negotiate this Stipulation, and it was openly negotiated among those parties that chose to participate; no party was excluded from these negotiations. This Stipulation is supported by adequate data and information, and as a package, benefits customers and the public interest. This Stipulation violates no regulatory principle or practice; indeed, it complies with and promotes the policies and requirements of Title 49 of the Ohio Revised Code. This Stipulation accommodates the diverse interests represented by the Signatory Parties and is entitled to careful consideration by the Commission.

WHEREAS, DP&L is a public utility engaged in the business of supplying electric distribution service to more than 500,000 customers in West Central Ohio;

WHEREAS, DP&L is committed to its vision that its customers will experience personalized, innovative and seamless energy services enabled by transformative technologies, and intends to achieve this vision by using the latest technology to provide customers information, choices and ways to interact with their utility that they have not experienced before;
WHEREAS, the terms of this Stipulation are reasonable to ensure that DP&L can modernize its distribution infrastructure so that customers will continue to receive stable and reliable service and benefit from a platform that will allow them to make choices that will become available in a robust marketplace;

WHEREAS, the ultimate parent of DP&L, The AES Corporation, provided a capital contribution of $150 million to DP&L, on June 26, 2020 to enable DP&L to improve its infrastructure and modernize its grid while maintaining liquidity. In addition, as more fully described in DP&L’s June 17, 2020 8-K filing, AES has provided a statement of intent to contribute an additional $150 million to DPL or DP&L in 2021 to enable smart grid investment;

WHEREAS, DP&L is presently providing a standard service offer in the form of an electric security plan, as approved by the Commission in its December 18, 2019 Second Finding and Order in Pub. Util. Comm. Case No. 08-1094-EL-SSO, et al. (the ESP approved in the Commission's December 18, 2019 Second Finding and Order is referred to below as "ESP I");

WHEREAS, the Commission directed DP&L to open a docket for the Commission to conduct both the more-favorable-in-the-aggregate test ("MFA Test") and the prospective significantly excessive earnings test ("SEET") of R.C. 4928.143(E) as to DP&L's ESP I;

WHEREAS, to comply with the Second Finding and Order and R.C. 4928.143(E), DP&L filed the Application and supporting testimony and exhibits in Pub. Util. Comm. Case No. 20-0680-EL-UNC;
WHEREAS, the terms and conditions of this Stipulation satisfy the policies of the State of Ohio as set forth in Section 4928.02, Revised Code;

WHEREAS, the intervening Signatory Parties recognize that the terms and conditions of this Stipulation are designed to provide DP&L an opportunity to begin grid modernization efforts, set forth a transition path forward that provides economic development support during the ongoing pandemic and emergency conditions, and set the framework for both the timing and content of DP&L's next ESP by requiring DP&L to file an application for ESP IV by a date certain and prohibiting DP&L's ESP IV from containing the types of nonbypassable charges that have been subject to significant litigation before the Commission for the past decade.

NOW, THEREFORE, in order to resolve all of the issues raised in these proceedings, the Signatory Parties stipulate, agree, and recommend that the Commission issue an Opinion and Order in these proceedings approving and adopting this Stipulation.

1. **Plan approval:** DP&L's Smart Grid Plan ("SGP") shall be DP&L's Application, testimony and schedules as filed in Pub. Util. Comm. Case No. 18-1875-EL-GRD, *et al.*, except as modified in this Stipulation. DP&L's SGP shall be approved and DP&L shall be authorized to implement that plan.

2. **Phases and Cap:** DP&L's SGP shall be divided into phases. SGP Phase 1 shall be four years from the date of the Commission's Order approving this Stipulation and shall be limited to the projects as set forth in Exhibit 1. The total amount that DP&L may spend on SGP Phase 1 capital investments and operational and maintenance expenses, collectively, shall be capped at $267,600,000. The
Company shall deploy the quantities of each technology as described below. Any return on and of those actual capital expenditures and recovery of O&M expenditures shall be through the Infrastructure Investment Rider ("IIR"), and recovery will commence after the date of the Commission's Order approving this Stipulation. Individual components may cost more or less than estimated but the overall spend shall be capped. DP&L plans to pursue subsequent phases of comprehensive grid modernization and may file an application for a second phase ("SGP Phase 2") on or before three years from the date of the Commission's Order approving the Stipulation. However, nothing in this Stipulation precludes the Signatory Parties from opposing any future DP&L SGP application or future proposals contemplated but not authorized as part of this Stipulation. Nothing in this Stipulation precludes DP&L from seeking a return on and of any capital or O&M expenditures through base distribution rates.

3. **Cost Recovery:**

   a. DP&L may seek to recover a return on and of its prudently incurred SGP Phase 1 capital investments and its associated operation and maintenance expenses through the IIR (approved in the December 18, 2019 Second Finding & Order in Pub. Util. Comm. Case No. 08-1094-EL-SSO, et al.).

   b. DP&L's recovery of its capital investments and expenses through the IIR shall be offset by the estimated operational benefits that the parties agree DP&L will realize as a result of DP&L's SGP Phase 1 expenditures.
c. If DP&L does not file a distribution rate case by January 1, 2025, then the recovery of the costs associated with this Stipulation shall cease recovery and the IIR shall be set to zero.

d. The earnings-based portion of incentive compensation for the costs associated with the provisions of this Stipulation shall not be recoverable. However, DP&L reserves the right to raise this issue in the upcoming rate case.

e. Meters.

i. Capital costs associated with AMI meters will be recovered over a depreciable life of fifteen (15) years, with all other investments being recovered pursuant to the depreciation rates authorized in Case No. 15-1830-EL-AIR.

ii. The net book value of the retired meters and capacitors will be subtracted from the gross plant additions in each year of SGP Phase 1, so that the value is not double counted in rate recovery. The gross plant offset will occur through the IIR as the meters and capacitor banks are retired.

iii. Costs for AMI meters purchased but not installed within 90 days shall not be recoverable for the period the AMI meters remain uninstalled in excess of 90 days.
f. DP&L may make SGP Phase 1 investments before the Commission has approved this Stipulation and include recovery of those investments in the IIR upon approval, if those costs were incurred after December 21, 2018 or included as part of the Grid Mod R&D Asset deferral, which shall be subject to audit through the IIR and the expenditure cap set forth in Paragraph 2.

4. Ratemaking: The revenue requirement for the SGP Phase 1 shall be calculated as shown on Exhibit 2. The cost allocation and rate design of the SGP Phase I shall be as proposed in the Smart Grid Plan, allocated and charged as a percentage of base distribution charges.

5. Commission Oversight and Information Sharing:

a. Audit: DP&L's SGP Phase 1 investments and expenses and the IIR (or replacement rider) shall be subject to annual audits. The audit shall either be conducted by Staff or by a third party under the direction of Staff with such costs recoverable through the IIR and not subject to the cap. Annual audits will include, but not be limited to, the following:

i. On-site inspections of new capital assets;

ii. Tracking capital expenses from continuing property records, invoices, and other supporting documentation to the used and useful assets. Additionally, tracking used and useful assets to
continuing property records, invoices, and other supporting documentation;

iii. Verification of proper accounting and computation of annual property tax expense;

iv. Verification of proper accounting and computation of state, local, and federal income tax expense, as well as taxes other than income;

v. Verification of proper accounting and computation of annual depreciation expense;

vi. Verification that incremental labor O&M expense included for recovery in the IIR is only associated with employees dedicated to SGP Phase 1 and in roles not already recovered in current base distribution rates. For employees whose compensation is currently recovered in base distribution rates but are in new roles fully dedicated to DP&L's SGP, DP&L will provide verification that their previous positions have been backfilled so as to prevent double recovery of an individual's compensation. Annual audits will require review of timesheets, employee position numbers, position descriptions, and organizational charts;

vii. Verification that non-labor O&M expenses are incremental. Annual audits will require review of any applicable allocations;
justifications for allocation percentages; supporting invoices and
other documentation; contracts; Requests for Proposals; listings of
applicable transactions in Excel and journal entry reports; and

viii. Verification of proper accounting for IIR revenues.

b. **Non-Financial Metrics:** DP&L will provide annual reporting for the
metrics contained in Exhibit 3 as part of the annual audit filing each year.

c. **Grid Mod Implementation Update Group:** DP&L will facilitate a Grid
Mod Implementation Update Group ("Update Group") with interested
Signatory Parties.

i. The Update Group will meet at least quarterly to:

   (1) Update stakeholders on the status of the projects throughout
       implementation of SGP Phase 1 and to provide for
       customer input and advice.

   (2) Update stakeholders on the progress toward data access for
       Competitive Retail Electric Service ("CRES") provider
       product billing purposes.

   (3) Gather stakeholder input associated with data access
       systems and processes.

   (4) Share an updated map of where AMI is being deployed
       with dates of deployment and an AMI tag on the Customer
Information List provided to CRES providers to indicate active meters.

ii. AMI Distributed Intelligence Capabilities

(1) An AMI meter with "Distributed Intelligence Capabilities" is a meter that has an on-board computer with the capability to download and execute software applications written by DP&L or third parties. Distributed Intelligence Capabilities do not refer to firmware that is loaded on an AMI meter for basic operations.

(2) DP&L will notify the Grid Mod Implementation Update Group if it develops any plan to procure and deploy AMI meters with Distributed Intelligence Capabilities during SGP Phase 1.

(3) At least 180 days before utilizing Distributed Intelligence Capabilities of AMI meters during SGP Phase 1, DP&L will file a description of its planned utilization in the docket for this proceeding to allow for public comment on that plan by interested stakeholders. DP&L's filing will, at a minimum, describe: (1) how third parties may be able to utilize the AMI meter's Distributed Intelligence Capabilities with appropriate customer consent, and under what terms and conditions; (2) what customer services or
offerings DP&L may provide through the Distributed Intelligence Capabilities of its AMI meters; and (3) a description of what software applications have been, or are planned to be, installed onto AMI meters.

6. **Additional Provisions:** DP&L will:

   a. Reduce AMI investment to be recovered in the IIR during SGP Phase 1 from 100% of meters, as shown in the Application, to 95%, as reflected in Exhibit 1.

   b. Reduce the Distribution Automation investment to be recovered in the IIR during SGP Phase 1 from 47% of circuits, as shown in the Application, to approximately 20% (88) of DP&L's circuits, as reflected in Exhibit 1.

   c. Reduce the Substation Automation investment to be recovered in the IIR during SGP Phase 1 from 97 substations, as shown in the Application, to approximately 30 substations, as reflected in Exhibit 1.

   d. Accelerate VVO/CVR implementation installing the necessary hardware and software on approximately 30% (132) of DP&L's circuits; specifically targeting those circuits that serve hospitals.

   e. Propose time-of-use ("TOU") rates and implementation plan through an EL-ATA case on a pilot basis during SGP Phase 1. Any TOU rates that are offered through DP&L's Standard Service Offer ("SSO") shall be offered only on an "opt-in" basis. The generation related costs of any
TOU proposal shall remain fully bypassable, including costs associated
with the implementation, administration, or marketing of the Company's
TOU offering as set forth in Workpaper 3.3, which shall be deferred for
future recovery through SSO rates upon Commission approval. Once
DP&L is notified that there are at least three different suppliers offering
time-varying products utilizing AMI data, then DP&L, with Commission
approval, will request to withdraw its SSO TOU rate offering.

f. Implement an Electric Vehicle ("EV") rebate program, as described in
Paragraph 8 below.

g. Implement a Smart Thermostat rebate program, as described in Paragraph
9 below.

h. Implement a new Customer Information System, as described in
Paragraph 10 below.

i. Provide for customer, CRES, and third party access to customer data, as
described in Paragraph 11 below.

j. Implement additional residential customer benefits, as described in
Paragraph 12 below.

k. Implement additional benefits for the City of Dayton, as described in
Paragraph 13 below.
1. Implement additional Commercial & Industrial ("C&I") benefits, including several pilot programs, as described in Paragraph 14 below.

7. Regarding the request for limited waiver of Ohio Adm.Code 4901:1-18-06(A)(2), within six months of an Order adopting this Stipulation, DP&L will file a supplemental application for waiver and memorandum of support including but not limited to proposed alternative methods of notification, protections in place to ensure the safety of vulnerable customers, and if approved, the means by which customers will be advised of the change in procedure.

8. **EV Rebate Program:** DP&L will implement an EV program consisting of rebates for Electric Vehicle Supply Equipment ("EVSE") for both Level 2 and Direct Current Fast ("DCF") chargers, education and marketing, as well as a future intelligent charging incentive. The total EV program will be capped at $5.1 million.

   a. **EVSE Rebate:** The Signatory Parties agree to the following program, which will include rebates to cover the costs of up to $5.1 million to install Level 2 and DCF chargers, including customer out-of-pocket installation costs:

   i. The program will consist of EVSE rebates split 70/30% between Level 2 and DCF chargers and is further described below:

      (1) For the Level 2 chargers, 100% of EVSE and customer out-of-pocket installation costs will be eligible for rebates,
capped at $10,000/station. The Level 2 Chargers that will be eligible for rebates will be as follows:

(a) 30% available to the public, which includes persons who provide transportation to the public such as mass transit, school buses, shuttle buses, taxis, and other public serving transportation;

(b) 50% available to workplaces, which are not required to be publicly available;

(c) 20% available to multi-unit dwellings, which are not required to be publicly available;

For the DCF chargers, 100% of EVSE and customer out-of-pocket installation costs will be eligible for rebates, capped at $75,000/station). The DCF chargers that will be eligible for rebates will be 100% available to the public, which includes customers who provide transportation to the public such as mass transit, school buses, shuttle buses, taxis, and other public-serving transportation. At least 30% of the funds for DCF chargers shall be used for the establishment of "corridor ready" alternative fuel corridors for EVs, as defined by the U.S. Department of Transportation's Federal Highway Administration.
(3) Other Program Terms and Limitations

(a) Rebates will be awarded on first-come, first-served basis

(b) A customer (or its affiliates) shall not receive more than 7% of all the rebates available

(c) All charging infrastructure installed shall be networked charging infrastructure (i.e., able to communicate with a network management system), be demand-response capable, include software and network services capable of capturing data and metrics described in the "Data" sub-paragraph below, and support open charging standards or protocols. An electric vehicle charging station that is part of the rebate program and requires payment of a fee shall allow a person desiring to use the station to pay via credit card or mobile technology, or both. A site host participating in the rebate program that takes service under DP&L's Standard Service Offer will be charged for their usage and service requirements as a DP&L retail customer, including usage delivered to EV charging systems on the site host's premises, based on applicable
tariffs. This provision does not preclude a site host from shopping for their generation supply.

(4) Data

(a) The site host and/or charging station provider will have flexibility to set pricing to EV drivers, subject to any applicable laws or regulations. DP&L will require reporting of prices charged to EV drivers at all charging stations in a manner and form as established by DP&L, including, but not limited to, reporting of intended prices as a precondition on receipt of rebates. As part of the rebate process, DP&L will inform site hosts about its available tariffs and rates, including TOU rates, to better inform site hosts about their options to effectively manage charging load and to provide the opportunity to maximize cost savings.

(b) DP&L will be authorized to access or receive data from charging stations installed though the Rebate Program, including but not limited to: usage, data regarding grid reliability, load growth, the potential for demand response load profiles, prices paid by EV drivers and site host pricing models стратегий,
equipment provider selected, installation costs by
equipment provider, and outage incidents by
equipment provider. DP&L shall report on this
information at the Update Group meetings.

(5) Reporting: The Company shall file two reports associated
with the EVSE Rebate program: one midway through the
program and a final report once the program is fully
subscribed. The report shall include an overview of the
program, including but not limited to: the location of rebate
recipients and the category of site hosts who receive
rebates; EVSE funded through the program; charging
network and service providers included in the program;
cost of the EVSE and installation relative to the EV rebates,
broken out by technology type; usage and load profiles of
EVSE; impacts of site host pricing on charging behavior;
and impacts of the EVSE on the distribution system.

b. No Administrative Fees will be assessed for this program. DP&L will not
own or receive a return on charging stations in this program. All customer
funds recovered through the IIR related to the EV program shall either be
distributed as rebates pursuant to this provision or refunded to customers
through the IIR. Nothing in this Stipulation prevents DP&L from seeking
approval for a utility ownership model or recovery of any additional
charging station investments; the Signatory Parties remain free to
challenge any such request by DP&L. If DP&L elects to file such a request in the future, it shall be filed in a new application and requires Commission approval.

c. DP&L will continue to evaluate category funding and will seek input and advice from the Staff and Signatory Parties regarding reallocation of funds between program categories, Level 2 and DCF chargers, and annual spending. DP&L will provide Staff annual updates on the program. If DP&L plans to reallocate funds, it will provide notice within 90 days to Signatory Parties and to Commission Staff.

d. The costs of the EV Rebate Program will be recovered through the IIR.

9. **Smart Thermostats**: DP&L will provide a total of $450,000 annually, funded by DP&L with shareholder dollars and not recovered through the IIR or other rates, for four years to offer marketing, administration, and rebates/incentives for "smart thermostats," at least 75% of which will be reserved for customer rebates/incentives.

a. Customers will be able to purchase a smart thermostat and receive a rebate directly from DP&L, or an instant rebate through a third party vendor or retail outlet that will be attributed to DP&L. Third party vendors will commit to provide proof of sale to the Company that the eligible thermostat was sold to a DP&L customer.
b. The rebate will be initially set to encourage adoption of smart thermostats and maximize program effectiveness. For the term of SGP Phase 1, DP&L will hold quarterly meetings with interested parties and vendors to develop a program design that minimizes administrative/other non-rebate costs, and optimizes the incentive and marketing that will be offered to encourage customer adoption of smart thermostats, including the possibility of a demand response incentive. In the final 18 months of SGP Phase 1, meetings will be used to develop the Smart Thermostat Rebate Program as set forth in Paragraph 9(c) of the Stipulation. Meetings are to commence within 30 days of filing this Stipulation. DP&L agrees to provide third party vendors at least 30 days advanced notice prior to initially setting or adjusting the rebate incentive amount.

c. DP&L will work with the local gas utility on bundling rebate opportunities for customers. DP&L will further commit to consider and evaluate, for implementation, smart thermostat marketing and educational opportunities presented by collaborative members.

d. Smart thermostats that are eligible for rebates must be certified under United States Environmental Protection Agency EnergyStar Connect Thermostat guidelines.

e. In its next rate case, SGP Phase 2 filing, or in a combination of the two, DP&L will propose in its initial application a budget for a Smart Thermostat Rebate Program that will incentivize deployment of smart
thermostats to a total of 20% of DP&L's residential customers, focusing on customers with AMI meters, with a goal of maximizing residential customer benefits from managing peak demand in conjunction with time-varying rates. DP&L will propose recovery of costs exclusively allocated to residential customers for the Smart Thermostat Rebate Program through base rates, and/or the IIR, or if the IIR is no longer in effect, through any rider authorized for recovery of costs for SGP Phase 2. In addition to this commitment, to the extent DP&L has not reached or been approved to implement smart thermostats at the aforementioned deployment percentage, DP&L will include a cost-effective smart thermostat program in any other filing proposing demand response or energy efficiency programs with cost recovery through any applicable rider. Nothing in this Stipulation precludes any Signatory Party from opposing any future requests for a Smart Thermostat Rebate Program set forth in this Paragraph.

10. Customer Information System ("CIS"): DP&L will invest in, no later than 6 months after a Commission Order approving the Stipulation in this case, the development of a new CIS that will perform core functionality, including at least the following:

a. Meter to Cash process and bill presentation shall comply with all applicable requirements of the Ohio Administrative Code and Ohio Revised Code;

c. Customer Relationship Management ("CRM") as a customer service and communication tool;

d. Flexible pricing plans including CRES ability to bill for products that utilize AMI data;

e. The system will allow for CRES Electronic Data Interchange ("EDI") and data access for billing and time-of-use product offers which use AMI within three years after approval of this Stipulation or in the timeline associated with the CIS, whichever occurs first;

f. Customer, CRES and third party data access set forth in Paragraph 11; and

g. DP&L will recover a return on and of its prudently incurred capital investment in the new CIS and its incremental operation and maintenance expenses associated with the new CIS through base distribution rates and not through the IIR. DP&L shall be entitled to defer operation and maintenance expenses, if applicable, associated with implementation of the new CIS and recover that deferral either through base distribution rates or a future rider, subject to demonstration that the functionality detailed
above is available. The amount of the deferral shall not exceed $8.8M.

The Signatory Parties acknowledge that the Company provided its best estimate of the CIS-related costs as set forth in the Company's Application and Workpapers 1.2, 1.3, 1.4, 2.7, 3.2, 3.5, 3.6, 7.1, 7.3, and 7.4. The amount of CIS expenditures for future recovery is subject to a reasonableness and prudence review.

11. Customer, CRES and Third Party Data Access

a. Customer Data Access. In the timeline associated with the CIS, DP&L shall provide the Customer with access to the following:

i. At least 24 months of energy usage data in 5-minute, 15-minute, 30-minute, or 60-minute intervals (whichever interval is collected by the meter) made available on a best efforts basis within 24 hours of performing industry-standard validation, estimation, and editing (VEE) processes and no later than thirty (30) days after the end of each meter cycle.

ii. At least 24 months of detailed billing history data, including breakdown of all billing line item charges.

iii. At least 24 months of summary billing history data, including date of bill, usage, bill amount and due date.
iv. Flexible views (for Customer with multiple accounts) with options to (a) select individual account, (b) group accounts by user-defined criteria, or (c) access full account list.

v. Tariff and rebate program information (if applicable).

vi. The foregoing data shall be able to be downloaded by the customer into either an .xlsx or .csv format.

vii. No additional fees shall be charged, directly or indirectly, to customers associated with accessing or requesting data.

b. CRES and Third Party Data Access. As part of and in the timeline associated with the CIS, DP&L commits to the following:

i. The release of any customer's energy-usage data shall be in accordance with the applicable North American Energy Standards Board Energy Services Provider Interface standards and compliant with all Ohio Administrative Code and Ohio Revised Code.

ii. DP&L shall provide Green Button Connect My Data ("GBC") for use by any authorized CRES or third party on a non-discriminatory basis to be completed as part of and in the timeline associated with the CIS. GBC shall be independently tested and certified as compliant with the latest standard as of time of release. DP&L is not prohibited from supplementing or replacing GBC with a new generally accepted industry standard Application Programming
Interface after collaborating with Staff, CRES, customers, and third parties via the Grid Mod Implementation Update Group subject to a prudence review and the spending cap defined in Paragraph 2. The terms and conditions under which customer-authorized CRES providers and third parties access GBC or any other Application Programming Interface will be set forth in a DP&L tariff subject to Commission approval.

iii. At a minimum, DP&L's GBC will provide, with appropriate customer authorization, 24 months of historical usage data, ongoing usage data, account number(s), meter identifier(s), and customer billing determinants. For purposes of this provision, "billing determinants" means customer-specific information used to calculate a bill, including (if applicable to a given customer) kilowatt-hours, kVAR, peak demand, and billing schedule, but excluding non-customer-specific information contained in filed tariffs. If DP&L determines in the future that billing determinants are more expansive than this definition, DP&L will so inform the Grid Mod Implementation Update Group to discuss inclusion in Green Button Connect. As part of the Grid Mod Implementation Update Group, DP&L will work with Staff, CRES and third parties to further develop the types of data that may be shared through GBC as well as the timelines and frequency of transmission.
iv. DP&L shall allow CRES providers to access the most current data available for both prospective and existing customers through GBC, with customer authorization as required. However, data for purposes of billing and scheduling shall be provided via EDI or the current standard form.

v. DP&L shall provide documented processes for registering, troubleshooting and providing access to CRES providers and third parties on a publicly available website. Any data from a customer who objected to sharing data on the pre-enrollment list shall not be provided without authorization.

vi. DP&L will make best efforts to: (i) operate the GBC platform with an uptime of at least 99% during business hours as determined by the Company and calculated on a monthly basis; (ii) respond promptly to questions, issues or bugs raised by third parties and seek to promptly resolve technical issues with the GBC platform; and (iii) ensure that the data provided are accurate and up to date.

vii. Customer Experience. DP&L shall support the following processes:

(1) DP&L will develop a process for CRES and third parties to provide customer consent in accordance with Ohio Adm.Code 4901:1-10-24 or any subsequent rule to access data for prospective and existing customers. This process
will include the ability for customers to authorize the release of energy usage data to CRES and third parties via the following methods:

(a) DP&L's web site, which shall be optimized for the Customer's screen size, or mobile app.

(b) Third party web site or mobile app (DP&L will not be responsible for costs associated with developing third party websites or mobile apps.) In this case, DP&L will, for customers with a cellular telephone number on file, send a text message one-time passcode to the customer's cellular telephone to complete the authorization.

(2) At the time of the request, the customer is prompted to authenticate and authorize sharing of data and DP&L shall require no more information of the customer than DP&L requires for establishing an online account. Web-based authentication and authorization must adhere to OAuth2.0 or a more recent industry-standard protocol as set forth at https://oauth.net/2/. CRES and third parties should have the option to determine the authorization term they require, i.e. 12 months, 24 months, or indefinite ("valid until rescinded"). DP&L will send notification to the customer's
preferred communication channel that DP&L has received notification that the customer has authorized a third party access to their customer energy usage data and/or account number and provide instructions on how to contact DP&L to cancel if they did not make such an authorization.

Customer will be notified annually of all CRES and third parties that have current access to customer data and how to rescind such access.

(3) Once authorized, DP&L will promptly begin transmission of historical data within timely manner to a CRES or third party. Subsequent to a successful Customer authorization, when data is requested, the system will immediately or nearly immediately process and return the requested data.

(4) DP&L shall support the authorization methods without requiring the creation of an online account.

(5) DP&L shall provide a list of CRES and third parties that have accessed the customer's data within the last six months, which shall be prominently displayed and easily accessible on the customer's on-line account and/or customer portal.
c. Individual Wholesale Market Settlements: DP&L will facilitate wholesale market settlements as part of and in the timeline associated with the CIS, as follows:

i. DP&L will make the necessary upgrades to systems and processes for wholesale market settlements, i.e. calculating and settling individual total hourly energy obligation ("THEO"), peak load contribution ("PLC"), and network service peak load ("NSPL") values for each customer, instead of relying on generic load profiles.

ii. DP&L shall transmit settlement data to PJM, at a minimum, in hourly intervals.

iii. DP&L shall make the THEO, PLC, and NSPL data available to authorized CRES providers, consistent with Ohio Adm.Code 4901:1-10-24 or any other subsequent rule, through the pre-enrollment list and EDI transactions, as applicable. Customers will also have access to this information.

iv. DP&L will begin using AMI data for calculation of individualized PLC when the necessary upgrades to systems have been made to utilize the VEE certified AMI data that has been read for any qualifying peak events. Until those upgrades have been completed and an AMI meter has been installed, the current method of using register reads and profiles will be used.
d. Neutral Platform: The AMI deployment will utilize the necessary and generally accepted standards, e.g., technologies to implement a Home Area Network, so that customers can connect qualified devices (e.g., in-home displays, smart programmable thermostats) to their meter, or otherwise direct the meter to transmit usage data to any CRES or third party selected by the customer. The technical eligibility requirements for Home Area Network devices, if applicable, including those for security, will be developed through the Grid Mod Implementation Update Group. Qualified devices will not be limited to devices supplied only by the EDU or an affiliate.

e. Through the term of SGP Phase 1, DP&L will update its G8 tariff such that no fees shall be charged by DP&L to CRES or third parties associated with accessing or requesting data, including but not limited to those set forth in Tariff Sheet G8 page 29 A.1. (manual historical customer energy usage) and A.2. (electronic interval meter data) ("Waived Fees"). DP&L further agrees to forego recovery of the Waived Fees through the IIR or future rate case. DP&L will track the number of requests for the manual historical customer energy usage data and electronic interval meter data and will estimate any associated labor.

12. Additional Residential Customer Benefits

a. Due to current adverse economic conditions, DP&L shall contribute the following unrecoverable amounts to be paid for by DP&L with
shareholder dollars and not recovered through the IIR or other rates. Within 30 days of an Order adopting this Stipulation, DP&L shall pay $450,000 in 2021 and $450,000 in 2022 directly to Ohio Partners for Affordable Energy ("OPAE") to provide weatherization and associated administrative costs for electric consumers at or below 200% of the federal poverty line.

b. Additionally, for each year of the SGP Phase 1, $50,000 of the Customer Education expenditures will be applied toward marketing and education for residential customers about the Smart Thermostat Rebate Program in conjunction with its deployment of residential AMI meters. Specifically, DP&L will apply these Customer Education expenditures toward: (1) a public launch targeted for 90 days after approval of this Stipulation, to highlight the benefits of smart thermostats and other free media events over the course of the program to gain as much attention as possible; (2) exploration of creative marketing strategies and creative financing strategies; and (3) bill inserts, social media and other low/no cost methods to promote smart thermostats as part of the program.

c. PIPP Water Heater Controller Pilot Program – DP&L will issue a Request for Proposals ("RFP") for a water heater controller Pilot within 60 days of the installation of smart meters on at least 200 PIPP customer accounts within the Dayton city limits. The RFP will be for smart water heater controllers to be installed on Percentage of Income Payment Plan ("PIPP") customers' electric resistive water heaters to reduce their peak load
contribution ("PLC"). The goal of the Pilot will be to determine whether reducing the PIPP customers aggregate PLC will create a better load profile resulting in a better price for the PIPP auction. The water heater controllers will have two-way communication, a revenue grade metering chip and two separate temperature probes to ensure accurate measurement and verification. The RFP will be for an initial 60-day Pilot to prove the concept of 200 water heater controllers with the potential to be expanded to all PIPP customers with an electric resistive water heater, as smart meters are installed. DP&L or its consultant will oversee issuing the RFP but will consult with Staff, the City of Dayton, the Ohio Development Services Agency and OPAE.

i. Those 200 PIPP customers will be in the initial Pilot. The 60-day Pilot will create a control group of 100 PIPP customers with devices that are connected and monitored but are not controlled for peak demand events. The second group of 100 customers will have multiple demand response events throughout the 60-day Pilot. The Pilot will evaluate cold water complaints, actual demand response reduction, general usability of the system and any other metrics deemed relevant. All results of the Pilot will be shared with all Signatory Parties. The costs of the controller, enabling communication, maintenance and administration fees prudently incurred will be capped at $48,400 and will be funded by DP&L.
with shareholder dollars and not recovered through the IIR or other rates.

ii. Specific PIPP customer information shall not be provided to the third-party administrator or any other third party working on this pilot. Only customer usage data and a unique identifier shall be part of this study, unless the customer provides authorization.

d. DP&L commits that it will not implement any form of prepay program as part of the SGP Phase 1.

e. DP&L shall not use its AMI to unlawfully limit the usage of residential customers. This Paragraph does not waive DP&L's right to disconnect customers in accordance with Ohio Adm.Code 4901:1-10-18.

13. Benefits for City of Dayton

a. The provisions in this Paragraph shall expire when ESP I terminates.

i. While implementing the Smart Grid Plan, DP&L will prioritize installing equipment that will benefit residential customers in the Western and Northwestern areas of the City of Dayton.

ii. DP&L will explore a joint partnership with the City of Dayton and the University of Dayton's Hanley Sustainability Institute for a program supporting mutual goals for all three of the organizations.
iii. DP&L will participate in the Property Assessed Clean Energy ("PACE") program in partnership with the Montgomery County Port Authority, for qualifying projects in the City of Dayton. DP&L will contribute $100,000 annually to a fund to be used to pay up to 50% of a property owner's escrowed reserve requirement. DP&L will also contribute $50,000 annually to a revolving loan fund to support energy upgrades for small and micro businesses within the City that are not eligible for PACE funding. This $150,000 in annual spending will be funded by DP&L with shareholder dollars.

iv. All City of Dayton accounts that have redundant service at the time of execution of this Stipulation are exempt from paying any redundant service charges that seek to recover the costs of providing standby or backup service.

v. DP&L will contribute $200,000 annually to assist the City of Dayton in providing economic development programs and providing essential city services to residents, including low-income residents. The $200,000 in annual spending shall be funded by DP&L with shareholder dollars.

14. Additional Commercial and Industrial Customer Benefits

a. In the Stipulation & Recommendation in DP&L's last distribution rate case (Case No. 15-1830-EL-AIR, et al), DP&L agreed to waive the
Contract Capacity Charge related to Redundant Service (aka "Alternate Feed Service") (described in DP&L's current Tariff No. D10) for all Ohio Hospital Association ("OHA") members until a final order is issued in DP&L's next base distribution rate case. In settlement of DP&L's grid modernization case (Case No. 18-1875-EL-GRD, et al.), DP&L agrees to continue this Alternate Feed Service waiver for all OHA members: (1) for as long as DP&L continues to recover through the IIR Rider or (2) until a final order is issued in DP&L's next base distribution rate case, whichever event occurs later. This Alternate Feed Service waiver shall be applied to all OHA members regardless of whether or not these members are currently paying Redundancy/Alternate Feed Service charges or whether these OHA members require Redundancy/Alternate Feed Service in the future.

b. From the date of approval of this Stipulation and continuing during DP&L's current standard offer as approved by the Commission in its December 18, 2019 Second Finding and Order in Case No. 08-1094-EL-SSO, DP&L will re-open enrollment for the TCRR Opt-Out Pilot Program to Signatory Parties (including their members, affiliate members, customers, or members' customers) to pass through the market price, and peak hour billing, of the transmission system as described in DP&L's Seventeenth Revised Sheet No. T8, and DP&L will work collaboratively with manufacturing groups to target 50 manufacturers to participate. DP&L shall, at least, propose to continue the TCRR-N Pilot for Signatory
Parties in DP&L's next ESP case. Prior to filing its next ESP, DP&L further agrees to discuss with interested parties potential opportunities to enhance the transmission pilot.

c. DP&L will direct a portion of the Customer Education expenditures identified on Exhibit 1 toward educating and benefiting hospitals, manufacturers, and residential customers about the benefits of SGP Phase 1 components. Each year of SGP Phase 1, $50,000 of the Customer Education funds will be paid to each of IEU, OHA, OMAEG, and the City of Dayton to educate and engage hospitals, manufacturers, and residents regarding the potential benefits of grid modernization, including but not limited to assisting with accessing and analyzing energy usage and rate information that will become available upon the installation of CIS.

d. In addition to the Customer Education expenditures identified in sub-paragraph (c) above, DP&L will pay $150,000 to OHA in 2023 and 2024 as an energy education grant. The costs of this grant will be funded by DP&L with shareholder dollars and not recovered through the IIR or other rates.

15. Economic Development: To assist Ohio businesses and healthcare providers with their expenses so that they are better able to respond to financial consequences of COVID-19 and restart Ohio's economy in DP&L's service area, and to further State policies and to enhance the State's competitiveness in the national and global economies, DP&L will offer several different economic development
incentives and grants to large customers that are Signatory Parties, successor to Signatory Parties, and/or members of Signatory Parties and that qualify for the incentives. The costs of these incentives and grants will be funded by DP&L with shareholder dollars and not recovered through the IIR or other rates. The provisions in this Paragraph shall commence upon approval of this Stipulation, and shall remain in effect while DP&L operates under the terms and conditions of ESP I.

a. Customers may receive only one of the following economic development incentives in this sub-paragraph, and incentives in this sub-paragraph may not be combined. The following economic development incentives will be equal to $0.004 per kWh for all kWh:

i. *Economic Improvement Incentive* available to single site customers with MW demand of 10 MW or greater with an average load factor of at least 80%. The Signatory Parties that qualify for the incentive are: one member of Ohio Energy Group ("OEG") and one member of Industrial Energy Users-Ohio ("IEU").

ii. *Automaker Incentive* available to single site customers with MW demand of 4 MW or greater. The Signatory Parties that qualify for the incentive are: one member of OEG, Honda of America Mfg., Inc. ("Honda"), and one other member of OMAEG.

iii. *Ohio Business Incentive* available to Honda, four other members of OMAEG, The Kroger Co. ("Kroger"), and one member of IEU.
iv. *Ohio Hospital Incentive* available to seven hospitals that are members of OHA with MW demand of 2MW or greater.

b. Additionally, within 30 days of a Commission Order approving the Stipulation, DP&L will pay the economic development grant amounts listed below according to instructions for payment provided by the parties. Thereafter, DP&L will pay the same amounts listed below according to the instructions for payment provided by the parties, on the annual anniversary date on which the first grant was awarded. In no event shall Honda, IEU, Kroger, OMAEG, OHA, the University of Dayton, or any of their benefiting members, be obligated to return all or any portion of any incentive or grant payment made by DP&L:

i. $107,000 to Honda.

ii. $112,000 to IEU, for the benefit of its members.

iii. $26,000 to Kroger.

iv. $260,000 to OMAEG, for the benefit of its members.

v. $35,000 to OHA.

vi. $210,000 to the University of Dayton.

16. Energy Resiliency and Solar Energy Development

a. Energy Resiliency at Wright-Patterson Air Force Base
i. Within 30 days after a Commission Order approving this Stipulation, DP&L will work with NRDC to evaluate and pursue project(s) to be located within the Wright-Patterson Air Force Base ("WPAFB") property line and/or the communities surrounding WPAFB that increase energy resiliency ("Resiliency Project(s)").

ii. DP&L commits to providing a shareholder contribution of $250,000, which shall not be recovered through the IIR or other rates, to provide technical support, marketing and education, or other efforts to aid in the evaluation and pursuit of Resiliency Projects ("Resiliency Project(s) Grant"). The Resiliency Project(s) Grant will be paid within 30 days after DP&L and NRDC identify and agree upon the grant recipients.

iii. DP&L and NRDC will:

(1) Coordinate with other planning efforts, including those designed to leverage federal funding for clean energy that would support the Resiliency Project(s);

(2) Evaluate and pursue federal funding that may be available, now or in the future to support the Resiliency Project(s);

and
(3) Evaluate opportunities for Resiliency Project(s) using DP&L's existing General Services Administration area wide agreement; and

(4) Engage other public utilities that serve WPAFB and the surrounding communities to identify potential energy resiliency investment partnerships.

iv. DP&L will file a status update in this docket on the progress of this joint effort no later than nine months after a Commission Order approving this Stipulation.

v. "Resiliency Project(s)" may include any or all of the following:

(1) Renewable energy, including distributed energy resources that are not dependent on the delivery of fuel;

(2) Energy storage;

(3) Advanced control systems; and

(4) Reducing energy consumption, including through lighting and water upgrades, heating, ventilation and air-conditioning and boiler system improvements.

b. City of Dayton Solar Project: After a Commission Order approving this Stipulation, DP&L will begin working with the City of Dayton to evaluate
and pursue two separate solar installation projects within the City of Dayton corporate limits as follows.

i. Provide the necessary non-financial technical support, including without limitation all studies required by OAC 4901:1-22 such as the feasibility study, system impact study, and/or facilities study, related to an interconnection of net metering systems at or contiguous to the City of Dayton Water Supply and Treatment facilities located at 3210 Chuck Wagner Ln, Dayton, OH 45414 ("Water Solar Project") and at or contiguous to the City of Dayton Water Reclamation Facility located at 2800 Guthrie Rd., Dayton, OH 45417 ("Reclamation Solar Project").

ii. DP&L shall waive required fees or costs associated with studies set forth in paragraph (a)(i) for the Water Solar Project or the Reclamation Solar Project, which will not be recovered through the IIR or other rates.

iii. The City of Dayton and DP&L hereby acknowledge that the Water Solar Project and the Reclamation Solar Project each involve sophisticated issues associated with providing net metering to essential government services. Among other things the unique nature of these City of Dayton services may require multiple metering points, meters, and backup service to ensure the public health. In recognition of these unique circumstances for essential
government service, the City of Dayton and DP&L hereby agree that all accounts at 3210 Chuck Wagner Ln, Dayton, OH 45414 shall be net metered against the Water Solar Project. Similarly, all accounts at 2800 Guthrie Rd., Dayton, OH 45417 shall be net metered against the Reclamation Solar Project.

iv. For the purposes of net metering, the City of Dayton and DP&L hereby agree that the energy produced by the Water Solar Project and the Reclamation Solar Project shall be posted to the City accounts referenced in paragraph (iii) above in the order selected annually by the City of Dayton.

v. DP&L and the City of Dayton will work collaboratively to most efficiently interconnect the Water Solar Facility and Reclamation Solar Facility to DP&L's system for purposes of net metering.

vi. To the extent any waiver of Commission rules are required by this Paragraph 16(b), DP&L and the City of Dayton will jointly seek a waiver from those provisions. The Signatory Parties are not precluded or in any way limited in challenging such a waiver request.

c. Additional Solar Project: In order to encourage the further development of distributed and small generation facilities in accordance with R.C. 4928.02(C), after a Commission Order approving this Stipulation, DP&L and IGS agree to work together to identify, select and then implement
solar project(s) that add up to at least 1.5 MW to be constructed in DP&L's service territory ("the Solar Project(s)"). Within 90 days after IGS Solar, LLC identifies the Solar Project location(s), DP&L will make a one-time contribution in the amount of $1 million, to be funded by shareholder dollars and not recovered through the IIR or other rates to IGS Solar, LLC ("the Solar Project Grant"). IGS Solar, LLC will apply the Solar Project Grant toward design, construction, and deployment of the Solar Project(s), which IGS Solar, LLC shall own and operate. DP&L shall have no ownership interest in the Solar Project, and shall not be involved in its operation. Within 12 months after the Solar Project(s) are operational, DP&L shall file a report in this docket describing any distribution and/or transmission costs saved or avoided as a result of the Solar Project(s).

17. Cost/Benefit Analysis: The Signatory Parties agree that DP&L's SGP Phase 1 produces a positive cost-benefit ratio for its customers on a nominal and net-present-value basis, as shown on Exhibit 4.

a. Approximately 65% of the customer benefits detailed on Exhibit 4 represent system-wide reliability improvements of 15% for SAIFI (system average interruption frequency index) and 14% for SAIDI (system average interruption duration index) when compared to baseline data reported for 2015-2019. No later than 60 months following an Order in this case, DP&L shall file an application for revised standards that incorporate the proposed reliability improvement, unless otherwise ordered by the Commission.
18. Excused Compliance: DP&L shall not be in violation of this Stipulation or any Order approving it if complying with the terms set forth in Paragraphs 6(a), (b), (c), (d), (e), (h), and (i), 10 and 11 is made impracticable or impossible due to events beyond DP&L's reasonable control.

19. SEET/MFA:

a. In consideration of this Stipulation as a package and only for that purpose, the Signatory Parties agree that this Stipulation satisfies the requirements of R.C. 4928.143(E) and recommend that the Commission find that R.C. 4928.143(E) is satisfied and that DP&L's ESP I as currently implemented passes the more favorable in the aggregate test and the prospective significantly excessive earnings test in R.C. 4928.143(E). Alternatively, if the Commission finds that DP&L's ESP I fails to satisfy either prospective test, then the Commission has the authority to approve "the transition . . . to the more advantageous plan." This Stipulation provides for an orderly transition to such a plan, as DP&L has committed to filing a new ESP application (ESP IV) by October 1, 2023 that will not contain charges as identified in Paragraph 20(a) of this Stipulation. Moreover, DP&L has committed to partnering with and assisting low income customers, local government, manufacturers, and hospitals during the transition, and DP&L and the Signatory Parties have set forth a SGP that reasonably pairs with this transition. All of these items provide for a reasonable and lawful transition to ESP IV that satisfy the requirements of R.C. 4928.143(E).
b. The Signatory Parties agree and recommend that DP&L’s application, the prefiled testimony of Mr. Malina and the prefiled testimony of Mr. Garavagalia in Case No. 20-680-EL-UNC be admitted into the record without cross-examination by Signatory Parties and that no Signatory Party will introduce additional evidence in opposition to DP&L’s filings.

c. Other Litigation

i. During the 2020-2023 forecast period, the Signatory Parties agree not to challenge or otherwise advocate against DP&L’s right to operate under its currently implemented ESP I and not to challenge or otherwise advocate against any provision of its current ESP I before the Commission, the Supreme Court of Ohio, or any other regulatory or judicial body.

ii. Each Signatory Party shall withdraw any pending applications for rehearing that it has filed in Pub. Util. Comm. Case Nos. 08-1094-EL-SSO, et al. and 16-395-EL-SSO, et al. and any appeals from such proceedings within seven business days of the Commission issuing a final appealable order in these dockets (i.e. 7 business days after the last entry on rehearing) and without modification to the Stipulation. If the Commission modifies this Stipulation and a Signatory Party does not withdraw from the Stipulation, then the Signatory Party shall withdraw the pending application(s) for rehearing within 7 business days of the final appealable order. The
Signatory Parties request that the Commission hold in abeyance any ruling on these pending applications for rehearing prior to the resolution of this proceeding. The Signatory Parties further agree to file a joint motion to stay in the 08-1094-EL-SSO et al., and 16-395-EL-SSO, et al. dockets until a final appealable order is issued in these dockets.

iii. In consideration of this Stipulation as a package and only for that purpose, the Signatory Parties who have intervened or moved to intervene in Pub. Util. Comm. Case Nos. 19-1121-EL-UNC and 20-1041-EL-UNC recommend that the Commission approve DP&L's applications in those cases conditioned on the Commission's approval of this Stipulation without modification. The Signatory Parties who have not intervened or moved to intervene in those cases shall not intervene or move to intervene in those cases and take no position on DP&L's applications in those cases.

20. ESP IV

a. DP&L shall file an application for an electric security plan ("ESP IV") no later than October 1, 2023 to replace ESP I. DP&L's ESP IV Application shall not seek to implement any nonbypassable charge to customers related to provider of last resort risks, stability, financial integrity, or any other charge that is substantially calculated based on the credit ratings,
debt, or financial performance of any parent or affiliated company of DP&L. By way of example, the Signatory Parties agree that this limitation does not prevent DP&L from proposing in the future riders that recover actual costs that DP&L has incurred or will incur, distribution or transmission related revenue that DP&L has foregone or will forego, or distribution or transmission related investments (including a return on and of the investments) that DP&L has made or will make. The Signatory Parties are not precluded or in any way limited in challenging any potential riders that DP&L may propose as part of any future proceeding.

b. Effect of Stipulation Provisions upon Return to ESP 1

i. If DP&L receives Commission approval for a new standard service offer but later returns to ESP 1 for any reason then the provisions in Paragraphs 13(a)(ii), (iii), (iv), and (v); 14(b); and 15 will resume as of the date that DP&L returns to ESP 1, and DP&L will provide $250,000 annually funded by shareholder dollars and not recovered through the IIR or other rates for further support of the Solar Project(s) developed by IGS Solar, L.L.C. This Paragraph survives and will be invoked during any number of returns to ESP 1 for any reason. Additionally, Signatory Parties reserve their rights to challenge DP&L's return to ESP 1 and any charges implemented therewith. The commitments due under this Paragraph shall continue only for the duration that DP&L operates under ESP 1.
ii. Upon DP&L returning to ESP I for any reason, DP&L shall make the funding payments to the Signatory Parties set forth in paragraphs 13(a)(ii), (iii), (iv), and (v); 14(b); and 15, and the $250,000 annually funded by shareholder dollars for further support of the Solar Project(s) developed by IGS Solar, LLC. DP&L shall make such payments provided for in those paragraphs funded directly by DP&L with shareholder dollars and not recovered through the IIR or other rates. These conditional funding commitments are a contractual agreement between DP&L and the applicable Signatory Parties, enforceable by the Franklin County Court of Common Pleas, and shall survive and be enforceable regardless of any potential future modifications to the language contained in this Stipulation. The Signatory Parties agree that there is independent consideration on both sides to create a binding agreement (subject to the specified conditions) at the time the Stipulation is filed, and that this consideration includes the funding commitments from DP&L and the applicable Signatory Parties’ cessation of litigation in the dockets covered by this Stipulation. The commitments due under this Paragraph shall continue only for the duration that DP&L operates under ESP I.

iii. Upon DP&L returning to ESP I as set forth under Paragraph 20(b)(i) or (ii), DP&L shall:
(1) Reinststitute the monthly credits set forth in Paragraphs 13(a)(iv), 14(b), and 15(a) on the next bill cycle.

(2) Within 30 days, provide annual commitments set forth in Paragraphs 13(a)(iii), and (v); 15(b); and the $250,000 payment to IGS Solar, LLC set forth in Paragraph 20(b)(i) or (ii), which date shall serve as the new anniversary date for subsequent annual payments. If the initial payment date is less than 365 days since the prior anniversary upon which these annual payments were made, then the initial payment date and the new anniversary date shall be the same as the prior anniversary date such that DP&L will only be required to make the annual payments once in a 12-month period.

c. If the Commission finds that DP&L passes the SEET/MFA or if the Commission does not materially modify ESP I to DP&L's detriment in its order approving the Stipulation such that DP&L withdraws from the Stipulation, the commitments made under Paragraphs 13(a)(iii), (iv), and (v); 14(a) and (b); and 15 shall be implemented within 10 business days of the Commission's approval of this Stipulation. So long as neither the Commission nor the Supreme Court of Ohio make material modifications to ESP I, to DP&L's detriment such that DP&L withdraws from the Stipulation, future annual payments shall be due on or before the anniversary date of the Commission's approval of the Stipulation. DP&L
shall not be entitled to any refund of these amounts. The Signatory Parties acknowledge that this paragraph is a contractual commitment and thus may be enforced by the Franklin County Court of Common Pleas. The Signatory Parties further agree that there is independent consideration on both sides to create a binding agreement at the time the Stipulation is filed (subject to the specified conditions), and that this consideration includes the funding commitments from DP&L and the applicable Signatory Parties’ cessation of litigation in the dockets covered by this Stipulation. The commitments due under this Paragraph shall continue only for the duration that DP&L operates under ESP 1.


a. In arm's-length bargaining, the Signatory Parties have negotiated terms and conditions that are embodied in this Stipulation. This Stipulation involves a variety of difficult, complicated issues that would otherwise be resolved only through expensive, complex, protracted litigation. This Stipulation contains the entire agreement among the Signatory Parties, and embodies a complete settlement of all claims, defenses, issues and objections in these proceedings. The Signatory Parties agree that this Stipulation is in the best interests of the public and urge the Commission to adopt it.

b. DP&L agrees to strike the following language from lines 19 through 23 on page 8 of the Direct Testimony of Jeffrey K. Fuller: "A component of
cybersecurity capital expenditures may be re-appropriated toward operational expenditures due to the proliferation of managed cybersecurity services and security service platforms maturing the market place, providing a lower overall cost to customers. In such a case, DP&L seeks permission from the Commission to treat those operational expenditures as capital."

c. DP&L may offer its testimony and exhibits in Case Nos. 18-1875-EL-GRD, 18-1876-EL-WVR, and 18-1877-EL-AAM for the sole purpose of providing evidentiary support for reasonableness and lawfulness of this Stipulation (the testimony shall not be offered as support or considered as evidence for support of any aspect of its Application(s) that varies from the Stipulation), and will file supplemental testimony in support of this Stipulation. Except as modified by this Stipulation, DP&L's Application in Case Nos. 18-1875-EL-GRD, 18-1876-EL-WVR, and 18-1877-EL-AAM shall be deemed to be approved. Nothing in this sub-paragraph prohibits any Signatory Party from filing testimony or submitting evidence in support of the Stipulation.

d. In addition, as discussed above, DP&L may offer its Application and pre-filed testimony in Case No. 20-680-EL-UNC in support of satisfaction of the requirements of R.C. 4928.143(E).

e. This Stipulation is a consensus among the Signatory Parties of an overall approach to rates in these proceedings. It is submitted for the purposes of
these proceedings alone and should not be understood to reflect the positions that an individual Signatory Party may take as to any individual provision of the Stipulation standing alone, nor the position a Signatory Party may have taken if all of the issues in these proceedings had been litigated. Nothing in this Stipulation shall be used or construed for any purpose to imply, suggest or otherwise indicate that the results produced through the compromise reflected herein represent fully the objectives of any Signatory Party. This Stipulation is submitted for purposes of these proceedings only, and is not deemed binding in any other proceeding, except as expressly provided herein, nor is it to be offered or relied upon in any other proceedings, except as necessary to enforce the terms of this Stipulation. The willingness of Signatory Parties to sponsor this document currently is predicated on the reasonableness of the Stipulation taken as a whole. The Signatory Parties will support the Stipulation if the Stipulation is contested.

f. This Stipulation is conditioned upon adoption of the Stipulation by the Commission in its entirety and without material modification; provided, however, that each Signatory Party has the right, in its sole discretion, to determine whether the Commission's approval of this Stipulation constitutes a "material modification" thereof. If the Commission rejects or materially modifies all or any part of this Stipulation, any Signatory Party shall have the right to apply for rehearing. Prior to filing for rehearing, and prior to withdrawing, a Signatory Party shall confer with the other
Signatory Parties and negotiate in good faith to try to reach a new amicable resolution of the proceeding. Failure to confer and attempt to negotiate a new mutually agreeable outcome shall preclude a party from any right to withdraw from the Stipulation. If the Commission does not adopt the Stipulation without material modification upon rehearing, then within thirty (30) days of the Commission's Entry on Rehearing: any Signatory Party may withdraw from the Stipulation by filing a notice with the Commission ("Notice of Withdrawal"). As noted above, no Signatory Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory Party the opportunity to contest the Stipulation by presenting evidence through witnesses, to cross-examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the Signatory Parties shall submit the amended Stipulation to the Commission for approval after a hearing if necessary.
IN WITNESS THEREOF, the undersigned Signatory Parties agree to this Stipulation and Recommendation as of this 23rd day of October, 2020. The undersigned Signatory Parties request the Commission to issue its Opinion and Order approving and adopting this Stipulation.

THE DAYTON POWER AND LIGHT COMPANY

By:  
Jeffrey S. Sharkey

CITY OF DAYTON, OHIO

By:  
N. Trevor Alexander
Subject to City Commission approval, which is expected by October 28, 2020

STAFF OF THE PUBLIC UTILITIES COMMISSION OF OHIO

By:  
Steven L. Beeler

INDUSTRIAL ENERGY USERS-OHIO

By:  
Matthew R. Pritchard

INTERSTATE GAS SUPPLY, INC./IGS ENERGY

By:  
Joseph Oliker

OHIO ENERGY GROUP

By:  
Michael L. Kurtz
signature by Morgan K. Napier (00904190) by email authorization
THE OHIO HOSPITAL ASSOCIATION

By: Devin D. Parram

OHIO MANUFACTURERS' ASSOCIATION ENERGY GROUP

By: Kimberly W. Bojko

THE KROGER COMPANY

By: Angela Paul Whitfield

HONDA OF AMERICA MFG., INC.

By: N. Trevor Alexander

OHIO PARTNERS FOR AFFORDABLE ENERGY

By: David C. Rinebolt

Practice temporarily authorized pending admission under Gov.Bar. R. I, Sec. 19

UNIVERSITY OF DAYTON

By: Stéphanie M Chmiel

MISSION:DATA COALITION

By: Madeline Fleisher

SMART THERMOSTAT COALITION

By: Madeline Fleisher
CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

_________________________, 2020

Min. / Bk. _____ Pg. _____

___________________________
Clerk of the Commission
CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Stipulation and Recommendation has been served via electronic mail upon the following counsel of record, this 23rd day of October, 2020.

Steven L. Beeler
Robert A. Eubanks
Thomas G. Lindgren
Office of the Ohio Attorney General
30 E. Broad Street, 16th Floor
Columbus, Ohio 43215
steven.beeler@ohioattorneygeneral.gov
robert.eubanks@ohioattorneygeneral.gov
thomas.lindgren@ohioattorneygeneral.gov

Counsel for Staff of the
Public Utilities Commission of Ohio

Christopher Healey
William J. Michael
Amy Botschner O'Brien
Angela O'Brien
Office of the Ohio Consumers' Counsel
65 E. State Street, 7th Floor
Columbus, Ohio 43215
christopher.healey@occ.ohio.gov
william.michael@occ.ohio.gov
amy.botschner.obrien@occ.ohio.gov
angela.obrien@occ.ohio.gov

Michael D. Dortch
Justin M. Dortch
Kratitz, Brown & Dortch, LLC
64 E. State Street, Suite 200
Columbus, Ohio 43215
mdortch@kratitzllc.com
jdortch@kratitzllc.com

Counsel for Office of the
Ohio Consumers' Counsel

Steven D. Lesser
N. Trevor Alexander
Mark T. Keaney
Kari D. Hehmeyer
Calfee, Halter & Griswold LLP
41 S. High Street, 1200 Huntington Center
Columbus, Ohio 43215
slesser@calfee.com
talexander@calfee.com
mkeaney@calfee.com
kheimeyer@calfee.com

Counsel for the City of Dayton and
Honda of America Mfg., Inc.

Matthew R. Pritchard
Rebekah J. Glover
McNees Wallace & Nurick LLC
21 E. State Street, 17th Floor
Columbus, Ohio 43215
mpritchard@mcneeslaw.com
rglover@mcneeslaw.com

Counsel for Industrial Energy Users-Ohio
Bethany Allen
Joseph Oliker
Michael Nugent
IGS ENERGY
6100 Emerald Parkway
Dublin, Ohio 43016
bethany.allen@igs.com
joe.oliker@igs.com
michael.nugent@igs.com

Frank P. Darr
6800 Linbrook Blvd.
Columbus, Ohio 43235
fdarr2019@gmail.com

Counsel for Ohio Energy Group

Counsel for Interstate Gas Supply, Inc. and IGS Solar, LLC

Devin D. Parram
Dane Stinson
Jhaya T. Spottswood
BRICKER & ECKLER LLP
100 South Third Street
Columbus, Ohio 43215-4291
dparram@bricker.com
dstinson@bricker.com
jspottswood@bricker.com

Kimberly W. Bojko
CARPENTER LIPPS & LELAND LLP
280 North High Street, Suite 1300
Columbus, Ohio 43215
bojko@carpenterlipps.com

Counsel for Ohio Manufacturers' Association Energy Group

Counsel for The Ohio Hospital Association

Angela Paul Whitfield
CARPENTER LIPPS & LELAND LLP
280 North High Street, Suite 1300
Columbus, Ohio 43215
paul@carpenterlipps.com

David C. Rinebolt
OHIO PARTNERS FOR AFFORDABLE ENERGY
P.O. Box 1793
Findlay, Ohio 45839

Counsel for Ohio Partners for Affordable Energy
Miranda Leppla
Trent Dougherty
Chris Tavenor
1145 Chesapeake Avenue, Suite I
Columbus, Ohio 43212
mleppla@theoec.org
tdougherty@theoec.org
tcavenor@theoec.org

Counsel for Ohio Environmental Council

Dylan F. Borchers
Kara H. Herrnstein
Jhay T. Spottswood
BRICKER & ECKLER LLP
100 South Third Street
Columbus, Ohio 43215-4291
dborchers@bricker.com
kherrnstein@bricker.com
jspottswood@bricker.com

Counsel for Chargepoint, Inc.

Michael J. Settineri
Gretchen L. Petrucci
VORYS, SATER, SEYMOUR AND PEASE LLP
52 E. Gay Street
Columbus, Ohio 43215
mjsettineri@vorys.com
glpetrucci@vorys.com

Counsel for Vorys, Sater, Seymour and Pease LLP

Mark A. Whitt
Lucas A. Fykes
WHITT STURTEVANT LLP
88 E. Broad Street, Suite 1590
Columbus, Ohio 43215
whitt@whitt-sturtevant.com
fykes@whitt-sturtevant.com

Counsel for Direct Energy, LP

Drew Romig
Armada Power, LLC
230 West Street, Suite 150
Columbus, Ohio 43215
dromig@armadapower.com

Counsel for Armada Power, LLC

Christopher C. Hollon
EXHIBIT 1
## Capital Expenditures Summary

(Nominal dollars, in millions)

<table>
<thead>
<tr>
<th>Capital Expenditures by Project Function</th>
<th>Yr 1</th>
<th>Yr 2</th>
<th>Yr 3</th>
<th>Yr 4</th>
<th>SGP Phase 1 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Smart Meters</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Advanced Metering Infrastructure (AMI)</td>
<td>$7.7</td>
<td>$24.1</td>
<td>$24.1</td>
<td>$21.7</td>
<td>$77.6</td>
</tr>
<tr>
<td>1.2 Meter Data Management System (MDMS)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1.3 Customer Information System (CIS) Replacement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1.4 Meter Asset Management</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2. Self-Healing Grid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Distribution Automation (DA)</td>
<td>$6.6</td>
<td>$5.3</td>
<td>$6.4</td>
<td>$5.5</td>
<td>$23.8</td>
</tr>
<tr>
<td>2.2 Substation Automation (SA)</td>
<td>$1.8</td>
<td>$1.9</td>
<td>$1.7</td>
<td>$1.7</td>
<td>$7.1</td>
</tr>
<tr>
<td>2.3 Advanced Distribution Management System (DMS, OMS, D-SCADA)</td>
<td>$3.9</td>
<td>$11.8</td>
<td>$17.3</td>
<td>-</td>
<td>$33.0</td>
</tr>
<tr>
<td>2.4 Conservation Voltage Reduction (CVR) and Volt/VAR Optimization (VVO)</td>
<td>-</td>
<td>$7.0</td>
<td>$7.1</td>
<td>$7.3</td>
<td>$21.4</td>
</tr>
<tr>
<td>2.5 Enterprise Asset Management (EAM)</td>
<td>$2.8</td>
<td>$2.2</td>
<td>$2.2</td>
<td>-</td>
<td>$7.3</td>
</tr>
<tr>
<td>2.6 Geographic Information System (GIS)</td>
<td>$7.7</td>
<td>$7.8</td>
<td>-</td>
<td>-</td>
<td>$15.5</td>
</tr>
<tr>
<td>2.7 Mobile Workforce Management System (MWFM)</td>
<td>$1.0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1.0</td>
</tr>
<tr>
<td>3. Customer Engagement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 Customer Education</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.2 Customer Portal / Mobile App</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.3 Time-of-Use (TOU) Rate Structures</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.4 Prepay Options</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.5 Customer Service Functions</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.6 Customer Relationship Management (CRM)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4. Enhancing Sustainability and Embracing Innovation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 Distributed Energy Resources Management</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4.2 Smart Community Demonstration Projects</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4.3 Electric Vehicle Charging Infrastructure</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5. Telecommunications</td>
<td>$5.6</td>
<td>$7.0</td>
<td>$7.1</td>
<td>$7.3</td>
<td>$27.1</td>
</tr>
<tr>
<td>6. Physical and Cyber Security</td>
<td>$2.0</td>
<td>$2.1</td>
<td>$2.1</td>
<td>$0.8</td>
<td>$7.1</td>
</tr>
<tr>
<td>6.1 Physical Security</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6.2 Cyber Security</td>
<td>$2.0</td>
<td>$2.1</td>
<td>$2.1</td>
<td>$0.8</td>
<td>$7.1</td>
</tr>
<tr>
<td>7. Governance and Analytics</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1 Program and Change Management</td>
<td>$5.3</td>
<td>$6.7</td>
<td>$5.4</td>
<td>-</td>
<td>$17.5</td>
</tr>
<tr>
<td>7.2 Analytics Center of Excellence (CoE)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7.3 Systems Integration (SI)</td>
<td>$1.9</td>
<td>$2.4</td>
<td>$1.1</td>
<td>-</td>
<td>$5.4</td>
</tr>
<tr>
<td>7.4 Systems Testing</td>
<td>$3.5</td>
<td>$4.2</td>
<td>$4.3</td>
<td>-</td>
<td>$12.0</td>
</tr>
<tr>
<td>8. GridMod R&amp;D Asset</td>
<td>$2.5</td>
<td>$2.7</td>
<td>$2.7</td>
<td>$2.8</td>
<td>$10.7</td>
</tr>
</tbody>
</table>

Total Capital Costs: $47.0 $78.6 $76.3 $47.1 $249.0
The Dayton Power and Light Company  
Case No. 18-1875-EL-GRD

Exhibit 1

O&M Summary  
(Nominal dollars, in millions)

<table>
<thead>
<tr>
<th>O&amp;M Expenditures by Project Function</th>
<th>Yr 1</th>
<th>Yr 2</th>
<th>Yr 3</th>
<th>Yr 4</th>
<th>SGP Phase 1 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Smart Meters</td>
<td>$0.2</td>
<td>$0.4</td>
<td>$0.4</td>
<td>$0.4</td>
<td>$1.3</td>
</tr>
<tr>
<td>1.1 Advanced Metering Infrastructure (AMI)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1.2 Meter Data Management System (MDMS)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1.3 Customer Information System (CIS) Replacement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1.4 Meter Asset Management</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2. Self-Healing Grid</td>
<td>$0.1</td>
<td>$0.4</td>
<td>$1.2</td>
<td>$3.5</td>
<td>$5.3</td>
</tr>
<tr>
<td>2.1 Distribution Automation (DA)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2.2 Substation Automation (SA)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2.3 Advanced Distribution Management System (DMS, AMS, D-SCADA)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2.4 Conservation Voltage Reduction (CVR) and Volt/VAR Optimization (VVO)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2.5 Enterprise Asset Management (EAM)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2.6 Geographic Information System (GIS)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2.7 Mobile Workforce Management System (MWFM)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3. Customer Engagement</td>
<td>$1.3</td>
<td>$1.5</td>
<td>$1.6</td>
<td>$1.7</td>
<td>$6.1</td>
</tr>
<tr>
<td>3.1 Customer Education</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.2 Customer Portal / Mobile App</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.3 Time-of-Use (TOU) Rate Structures</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.4 Prepay Options</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.5 Customer Service Functions</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3.6 Customer Relationship Management (CRM)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4. Enhancing Sustainability and Embracing Innovation</td>
<td>$1.0</td>
<td>$1.3</td>
<td>$1.4</td>
<td>$1.4</td>
<td>$5.1</td>
</tr>
<tr>
<td>4.1 Distributed Energy Resources Management</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4.2 Smart Community Demonstration Projects</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4.3 Electric Vehicle Charging Infrastructure</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5. Telecommunications</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0.3</td>
</tr>
<tr>
<td>6. Physical and Cyber Security</td>
<td>$0.0</td>
<td>$0.1</td>
<td>$0.1</td>
<td>$0.1</td>
<td>$0.3</td>
</tr>
<tr>
<td>6.1 Physical Security</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6.2 Cyber Security</td>
<td>$0.0</td>
<td>$0.1</td>
<td>$0.1</td>
<td>$0.1</td>
<td>$0.3</td>
</tr>
<tr>
<td>7. Governance and Analytics</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0.3</td>
</tr>
<tr>
<td>7.1 Program and Change Management</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7.2 Analytics Center of Excellence (CoE)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7.3 Systems Integration (SI)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0.3</td>
</tr>
<tr>
<td>7.4 Systems Testing</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8. GridMod R&amp;D Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total O&amp;M Costs</td>
<td>$2.6</td>
<td>$3.7</td>
<td>$4.7</td>
<td>$7.6</td>
<td>$18.6</td>
</tr>
<tr>
<td>Total O&amp;M Savings Benefits</td>
<td>($0.1)</td>
<td>($0.7)</td>
<td>($2.4)</td>
<td>($4.4)</td>
<td>($7.7)</td>
</tr>
<tr>
<td>Total O&amp;M Costs (Net of Savings)</td>
<td>$2.5</td>
<td>$2.9</td>
<td>$2.2</td>
<td>$3.2</td>
<td>$10.9</td>
</tr>
</tbody>
</table>
EXHIBIT 2
# Exhibit 2

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
</tr>
<tr>
<td>1</td>
<td><strong>Rate Base</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Gross Plant</td>
<td>$15,522,814</td>
<td>$59,220,824</td>
<td>$168,018,441</td>
<td>$215,146,166</td>
</tr>
<tr>
<td>3</td>
<td>Accumulated Depreciation on Distribution Plant</td>
<td>($532,947)</td>
<td>($3,271,331)</td>
<td>($13,560,288)</td>
<td>($31,015,738)</td>
</tr>
<tr>
<td>4</td>
<td>Net Distribution Plant In Service</td>
<td>$14,989,866</td>
<td>$55,949,493</td>
<td>$154,458,153</td>
<td>$184,130,428</td>
</tr>
<tr>
<td>5</td>
<td><strong>Adjustments to Rate Base</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Accumulated Deferred Income Taxes on Distribution Plant</td>
<td>$412,299</td>
<td>(2,563,850)</td>
<td>(6,767,993)</td>
<td>(12,524,747)</td>
</tr>
<tr>
<td>7</td>
<td>NBV of the Cost of Existing Assets</td>
<td>$942,507</td>
<td>(6,911,713)</td>
<td>(12,880,924)</td>
<td>(18,301,689)</td>
</tr>
<tr>
<td>8</td>
<td>Total Adjustments to Rate Base</td>
<td>$1,354,805</td>
<td>(9,475,565)</td>
<td>(19,648,917)</td>
<td>(30,826,436)</td>
</tr>
<tr>
<td>9</td>
<td>Distribution Rate Base for IIR</td>
<td>$13,635,061</td>
<td>46,473,928</td>
<td>134,809,236</td>
<td>153,303,992</td>
</tr>
<tr>
<td>10</td>
<td>Return on Rate Base ($)</td>
<td>$1,169,888</td>
<td>3,987,463</td>
<td>11,566,632</td>
<td>13,153,483</td>
</tr>
<tr>
<td>11</td>
<td><strong>O&amp;M, Depreciation, Taxes Other than Income and O&amp;M</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>O&amp;M Expense</td>
<td>$2,630,081</td>
<td>3,673,826</td>
<td>4,662,505</td>
<td>7,619,523</td>
</tr>
<tr>
<td>13</td>
<td>O&amp;M Savings</td>
<td>($101,882)</td>
<td>($726,683)</td>
<td>($2,439,735)</td>
<td>($4,385,455)</td>
</tr>
<tr>
<td>14</td>
<td>Cost of Existing Assets (Less Salvage)</td>
<td>$942,507</td>
<td>5,969,209</td>
<td>5,969,209</td>
<td>5,420,765</td>
</tr>
<tr>
<td>15</td>
<td>Depreciation Expense</td>
<td>$480,549</td>
<td>2,633,587</td>
<td>9,520,446</td>
<td>16,023,224</td>
</tr>
<tr>
<td>16</td>
<td>Property Tax Expense</td>
<td>($104,555)</td>
<td>163,092</td>
<td>1,545,746</td>
<td>7,952,685</td>
</tr>
<tr>
<td>17</td>
<td>Total O&amp;M, Depreciation, Other Taxes and O&amp;M Before CAT</td>
<td>$3,846,700</td>
<td>11,713,030</td>
<td>19,258,170</td>
<td>32,630,742</td>
</tr>
<tr>
<td>18</td>
<td>Incremental Commercial Activities Tax</td>
<td>1.0026</td>
<td>1.0026</td>
<td>1.0026</td>
<td>1.0026</td>
</tr>
<tr>
<td>19</td>
<td>O&amp;M, Depreciation, Taxes Other than Income and O&amp;M (Post Tax)</td>
<td>$3,856,727</td>
<td>11,743,564</td>
<td>19,308,372</td>
<td>32,715,804</td>
</tr>
<tr>
<td>20</td>
<td>Grid Modernization R&amp;D Asset</td>
<td>$2,500,000</td>
<td>2,700,000</td>
<td>2,700,000</td>
<td>2,800,000</td>
</tr>
<tr>
<td>21</td>
<td><strong>Revenue Requirement</strong></td>
<td>$7,526,615</td>
<td>18,431,027</td>
<td>33,575,004</td>
<td>48,669,287</td>
</tr>
<tr>
<td>22</td>
<td><strong>Rate Design</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Annual Base Distribution Revenue Requirement</td>
<td>$242,807,679</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>IIR Percentage of Base Distribution Revenue Requirement</td>
<td>3.1000%</td>
<td>7.5910%</td>
<td>13.8280%</td>
<td>20.0440%</td>
</tr>
</tbody>
</table>
EXHIBIT 3
### Advanced Metering Infrastructure (AMI) Meters

<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMI meters installed, certified</td>
<td>The number of AMI meters installed, communicating, and available for billing each month.</td>
</tr>
<tr>
<td>AMI meters installed, but not certified</td>
<td>The number of AMI meters installed, but not yet communicating each month.</td>
</tr>
<tr>
<td>AMI meter failures</td>
<td>The number, if any, of AMI meters installed but replaced due to failure.</td>
</tr>
<tr>
<td>Meters Salvaged (#)</td>
<td>The number of legacy meters replaced with an AMI meter and sent to salvage each month.</td>
</tr>
<tr>
<td>Meters Salvaged ($)</td>
<td>The dollar value of legacy meters replaced with an AMI meter and sent to salvage each month.</td>
</tr>
</tbody>
</table>

### Meter Reading

<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manual Meter Reads</td>
<td>The number of non-AMI meter reads, i.e. in-person, used for billing purposes in the service territory each month.</td>
</tr>
<tr>
<td>AMI Meter Reads</td>
<td>The number of AMI meter reads used for billing purposes in the service territory each month.</td>
</tr>
<tr>
<td>Meter Readers (Internal)</td>
<td>The number of meter readers (expressed in full-time equivalents) employed by the Company each month.</td>
</tr>
<tr>
<td>Meter Readers (Contract)</td>
<td>The number of meter readers employed through contract services by the Company each month.</td>
</tr>
</tbody>
</table>

### Data Access & Utilization

<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Portal &amp; Mobile Application Engagement Activity</td>
<td>Depending on the availability, the following types of information will be provided each month: number of unique visitors, average session duration, retention rate, etc.</td>
</tr>
<tr>
<td>Data Access (Customers)</td>
<td>Number of customers accessing or downloading their energy usage data each month, broken out by customer class (if possible).</td>
</tr>
<tr>
<td>Data Access (GBC)</td>
<td>Number of CRES providers or third parties accessing or downloading customer’s data via GBC each month.</td>
</tr>
<tr>
<td>Data Access (EDI)</td>
<td>Number of CRES providers accessing customer’s data via EDI each month.</td>
</tr>
<tr>
<td>Customer Authorization</td>
<td>The number of customers authorizing the release of their customer energy usage data in accordance with 4901:1-10-24 each month.</td>
</tr>
</tbody>
</table>
### Use of AMI Data for Wholesale Settlement
The number of customers with AMI meters that have THEO, PLC, and NSPL values calculated and settled based on actual usage.

### Use of Load Profiles for Wholesale Settlement
The number of customers with AMI meters that have THEO, PLC, and NSPL values calculated and settled based on load profiles.

### Billing Related

<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Bills</td>
<td>The number of residential bills issued each month or billing period.</td>
</tr>
<tr>
<td>Residential Bills, Estimated Reads</td>
<td>The number of residential bills issued each month or billing period, based on estimated meter reads.</td>
</tr>
<tr>
<td>Customers Eligible for Disconnect (System)</td>
<td>The number of customers eligible for disconnect due to non-payment each month or billing cycle, system wide.</td>
</tr>
<tr>
<td>Customers Eligible for Disconnect (AMI Only)</td>
<td>The number of customers with AMI meters eligible for disconnect due to non-payment for each month of billing cycle.</td>
</tr>
<tr>
<td>Non-Payment Disconnects (System)</td>
<td>The number of customers disconnected due to non-payment each month or billing cycle, system wide.</td>
</tr>
<tr>
<td>Non-Payment Disconnects (AMI Only)</td>
<td>The number of customers with AMI meters disconnected due to non-payment for each month or billing cycle.</td>
</tr>
<tr>
<td>AMI Meter Tampering Cases</td>
<td>The number of AMI meter tampering cases found each month.</td>
</tr>
<tr>
<td>AMI Meter Tampering Case Outcomes</td>
<td>Descriptions of the outcomes of AMI meter tampering case investigations, including any monetary value of theft or avoided theft identified.</td>
</tr>
</tbody>
</table>

### Customer Impact Measures

<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Center Calls</td>
<td>The total number of call center calls received each month.</td>
</tr>
<tr>
<td>Call Center Calls (Meter Reading)</td>
<td>Depending on the availability, the total number of call center calls related to meter reading each month.</td>
</tr>
<tr>
<td>Call Center Calls (Bill Complaints)</td>
<td>Depending on the availability, the total number of call center calls related to billing complaints each month, e.g. high bill complaints, etc.</td>
</tr>
<tr>
<td>Call Center Calls (AMI Meters)</td>
<td>Depending on the availability, the total number of call center calls related to AMI meters each month, broken out by category, if possible, e.g. installation questions, radio frequency concerns, etc.</td>
</tr>
</tbody>
</table>

### Distribution Automation (DA)
<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Device Counts for DA</td>
<td>The number of devices deployed for each DA scheme, broken out by technology, i.e. recloser, cap bank, voltage regulator, and sensor count.</td>
</tr>
<tr>
<td>Number of Circuits Impacted by DA</td>
<td>The number of circuits impacted by DA schemes.</td>
</tr>
<tr>
<td>Circuit Information</td>
<td>For circuits impacted by DA schemes, breakout of circuit load information by customer class or rate schedule.</td>
</tr>
<tr>
<td>DA Opportunities</td>
<td>The number of opportunities to operate DA each month.</td>
</tr>
<tr>
<td>DA Successes</td>
<td>The number of times where DA operated as intended each month.</td>
</tr>
<tr>
<td>DA Failures</td>
<td>The number of times where DA failed to operate as intended each month.</td>
</tr>
<tr>
<td>Outage-Related Truck Rolls</td>
<td>The number of outage-related truck rolls each month.</td>
</tr>
<tr>
<td>Outage Related Truck Rolls (Avoided)</td>
<td>The estimated number of avoided truck rolls related to the successful operation of DA technologies.</td>
</tr>
<tr>
<td>Customer Minutes Saved (DA)</td>
<td>The estimated customer minutes saved due to the successful operation of DA technologies.</td>
</tr>
<tr>
<td>Customer Interruptions Avoided (DA)</td>
<td>The estimated number of customer interruptions avoided due to the successful operation of DA technologies.</td>
</tr>
</tbody>
</table>

**Volt/VAR Optimization (VVO) & Conservative Voltage Reduction (CVR)**

<table>
<thead>
<tr>
<th>Metric</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average System Voltage</td>
<td>End-use voltage levels for all customers.</td>
</tr>
<tr>
<td>Average System Voltage (VVO/CVR)</td>
<td>End-use voltage levels for customers on circuits impacted by VVO/CVR.</td>
</tr>
<tr>
<td>MW Saved</td>
<td>Total estimated MW saved due to VVO/CVR each month.</td>
</tr>
<tr>
<td>MWh Saved</td>
<td>Total estimated MWh saved due to VVO/CVR each month.</td>
</tr>
</tbody>
</table>
EXHIBIT 4


**Figure 1**
(in Millions)

<table>
<thead>
<tr>
<th>BENEFITS &amp; COSTS</th>
<th>NOMINAL</th>
<th>NPV</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BENEFITS (20yr):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility</td>
<td>$207.7</td>
<td>$97.0</td>
</tr>
<tr>
<td>O&amp;M Savings</td>
<td>$115.6</td>
<td>$52.7</td>
</tr>
<tr>
<td>Avoided Capital</td>
<td>$27.5</td>
<td>$13.2</td>
</tr>
<tr>
<td>Billing Process Efficiency</td>
<td>$64.6</td>
<td>$31.1</td>
</tr>
<tr>
<td><strong>Customer</strong></td>
<td>$606.1</td>
<td>$250.0</td>
</tr>
<tr>
<td>Energy &amp; Demand Savings</td>
<td>$183.3</td>
<td>$75.7</td>
</tr>
<tr>
<td>Improved Reliability</td>
<td>$193.0</td>
<td>$90.6</td>
</tr>
<tr>
<td>Customer EV Savings</td>
<td>$229.8</td>
<td>$83.6</td>
</tr>
<tr>
<td><strong>NET BENEFIT:</strong></td>
<td>$425.9</td>
<td>$63.0</td>
</tr>
<tr>
<td>Benefit/Cost Ratio:</td>
<td>2.1</td>
<td>1.2</td>
</tr>
</tbody>
</table>

**Figure 2**
(in Millions)

<table>
<thead>
<tr>
<th>BENEFITS &amp; COSTS</th>
<th>NOMINAL</th>
<th>NPV</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BENEFITS (20yr):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility</td>
<td>$207.7</td>
<td>$97.0</td>
</tr>
<tr>
<td>O&amp;M Savings</td>
<td>$115.6</td>
<td>$52.7</td>
</tr>
<tr>
<td>Avoided Capital</td>
<td>$27.5</td>
<td>$13.2</td>
</tr>
<tr>
<td>Billing Process Efficiency</td>
<td>$64.6</td>
<td>$31.1</td>
</tr>
<tr>
<td><strong>Customer</strong></td>
<td>$606.1</td>
<td>$250.0</td>
</tr>
<tr>
<td>Energy &amp; Demand Savings</td>
<td>$183.3</td>
<td>$75.7</td>
</tr>
<tr>
<td>Improved Reliability</td>
<td>$193.0</td>
<td>$90.6</td>
</tr>
<tr>
<td>Customer EV Savings</td>
<td>$229.8</td>
<td>$83.6</td>
</tr>
<tr>
<td><strong>SOCIETAL BENEFITS</strong></td>
<td>$441.5</td>
<td>$350.3</td>
</tr>
<tr>
<td>Reduced GHG</td>
<td>$41.3</td>
<td>$13.5</td>
</tr>
<tr>
<td>Economic Impact</td>
<td>$400.1</td>
<td>$336.8</td>
</tr>
<tr>
<td><strong>NET BENEFIT:</strong></td>
<td>$867.3</td>
<td>$413.3</td>
</tr>
<tr>
<td>Benefit/Cost Ratio:</td>
<td>3.2</td>
<td>2.5</td>
</tr>
</tbody>
</table>
This foregoing document was electronically filed with the Public Utilities Commission of Ohio Docketing Information System on 10/23/2020 9:06:50 AM in Case No(s). 18-1875-EL-GRD, 18-1876-EL-WVR, 18-1877-EL-AAM, 20-0680-EL-UNC, 19-1121-EL-UNC

Summary: Stipulation Stipulation and Recommendation electronically filed by Mr. Jeffrey S Sharkey on behalf of The Dayton Power and Light Company
Lease Amendment No. 8

The Department of Aviation request permission to enter into Lease Amendment No. 8 (“Amendment”) with the United States of America (“Government”). The Government leases office and administrative space for the Transportation Security Administration (“TSA”) in support of the security checkpoint and baggage screening functions at the Dayton International Airport (“Airport”).

Amendment No. 8 does the following:
1. Increases the total square feet from 2,792 to 4,965.
2. Revises and Increases the term of the lease from April of 2020 to June of 2020, and from 18 months to 26 months.
3. Request the net difference in the total lease payment with the per sq. ft rate of $51.19, which is applied to the total of 4,965 sq ft, and multiplied by 25.5 months; making the full total, $529,496.56, then reduced by the total amount that was previously authorized by City Commission in Lease Amendment No. 7 on March 11, 2020, ($142,922.48). The total of $529,496.56 less the already approved amount of $142,922.48 equals the amount requested for approval of $396,798.84.

The Amendment does not change the term of the Lease, it will terminate as scheduled, on August 31, 2022.

The Government may terminate this Lease in whole or in part at any time by giving at lease ninety (90) days’ notice in writing to the City, and no rental shall accrue after the effective date of termination.

This Amendment was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Revenue reflecting the full value of the Lease Amendment is attached.

Approved by City Commission

Clerk

Date

Updated 8/2016
October 19, 2020

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

FROM: Gilbert B. Turner, Director  
       Director of Aviation

SUBJECT: United States of America Amendment No. 8

The Department of Aviation originally entered into a Lease Agreement with the United States of America, for office and administrative space for the Transportation Security Administration (TSA) in support of the security checkpoint and baggage screening functions.

The original Agreement began on September 1, 2007, and since that date we have made the following Amendments:

- No. 1- Increased the space from 1,249 to 1,765 square feet, on 9/15/2010
- No. 2- Extended the term of the lease for an additional five years on 6/27/2012
- No. 3- Acquired additional 285 sq ft of office space and extended the lease on 8/23/2017

In Amendment No. 4, they acquired the space shown on the attached exhibit as Block D, for an additional 2,792 sq ft of office space. With Amendment No. 5, the term was extended to terminate on 8/31/2022. Under Amendment No. 6 the Agreement describes the work needed to bring the space up to TSA’s federal standards, the price quote and the Notice to Proceed. The work needed in the space included new carpet and security installation. Amendment No. 7 approved by Commission on March 11, 2020, reflects the acceptance to the terms of the alterations for the 2,792 sq ft of office space (Block D), and the anticipated occupancy date for the new space.

Amendment No.8 acknowledges the completion of the construction and the actual date of occupancy for the updated 2,792 sq ft of office space previously approved in Amendment No. 7 and the additional 408 sq. ft. of space they acquired for storage. No changes in the term of the Agreement are reflected in Amendment No. 8 which expires 8/31/2022.

Please contact Zeana Kitchens at, 937-454-8217 should you have any questions.

GBT/zk
cc: J. Parlette
    L. Lofton
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:
Name United States of America – General Services Administration
Address 230 S. Dearborn St., 5PEEEO, Rm. 3626
City Chicago State IL Zip+4 60604 -
Customer # @00000163 Address Location # A-2
Federal ID# 80-0038533

Revenue Information:
Fund 51000 Organization 3212 Revenue 23201 Program 43

Contract Information:
Contract Start Date 6/16/2020 Contract Expiration Date 8/31/2022

Billing Information:
Rate: $21,179.86 Arrears Pre-bill X
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):
Lease Amendment No. 8 for Terminal Commercial Space Rental at Dayton International Airport.
4,965 sq. ft. @$51.19 psf/year for Blocks D and E on the 2nd floor
June 16, 2020 – June 30, 2020 will be prorated at the amount of $10,224.76.
Remaining 25 months will be billed at the monthly rate of $21,179.86

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-01163 Auditor Satinna Jones Date 10/13/2020

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
GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  

LEASE AMENDMENT  

LEASE AMENDMENT No. 8  
TO LEASE No. GS-058-17937  

PDN Number: PS0043871  

ADDRESS OF PREMISES  
DAYTON INTERNATIONAL AIRPORT,  
PASSENGER TERMINAL BUILDING  
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312  

THIS AGREEMENT, made and entered into this date by and between City of Dayton  
whose address is: 101 West Third Street  
Dayton, Ohio 45402-1814  
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  

WHEREAS, the parties hereto desire to amend the above Lease to commence rent on the expansion space known as Block D and E,  
release 930 usable/rentable square feet formerly known as Blocks B & C, update the annual rental amount, and state final construction costs  
for reimbursement.  

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended,  
effective June 16, 2020 as follows:  

1.) US Government Lease for Real Property (GSA Form 3626) Part II- "Offer" Section A "Location and Description of Premises Offered for  
Lease by Government," Subpart 6 "Location(s) In Building" Boxes A-C dated October 10, 2007, and as amended under Supplemental Lease  
Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 28, 2012, and Lease Amendment No. 3 dated  
August 28, 2017, and Lease Amendment No. 7 dated March 11, 2020 is hereby deleted in its entirety and replaced with the following:  

* The Government hereby leases the following blocks of space as depicted in Exhibits A and B herein attached for reference:  

This Lease Amendment contains 4 pages.  

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.  

FOR THE LESSOR:  
Signature: __________________________  
Name: __________________________  
Title: __________________________  
Entity Name: __________________________  
Date: __________________________  

FOR THE GOVERNMENT:  
Signature: Jeanette Torres  
Name: __________________________  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, __________________________  
Date: __________________________  

WITNESSED FOR THE LESSOR BY:  
Signature: __________________________  
Name: __________________________  
Title: __________________________  
Date: __________________________  

Lease Amendment Form 09/12  

APPROVED BY THE COMMISSION  
OF THE CITY OF DAYTON, OHIO  

____20____ Min. Book____ Page____  

_________________________________________________  
CLERK OF THE COMMISSION  

APPROVED AS TO FORM AND CORRECTNESS  
City Attorney
Blocks B and C and been removed from the leasehold.*

2.) US Government Lease for Real Property (GSA Form 3626) Part II- "Offer" Section B "Term" dated October 10, 2007, and as amended under Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017, and Lease Amendment No. 7 dated March 11, 2020 is hereby updated to confirm the occupancy for Block D and Block E:

"To have and to hold for the term commencing on June 16, 2020 and continuing through August 31, 2022. The Government may terminate this lease in whole or in part on or after December 31, 2019 by giving at least ninety (90) days' notice in writing to the Lessor. No rental shall accrue after the effective date of said termination. Said notice shall be computed commencing with the day after the date of mailing."

3.) US Government Lease for Real Property (GSA Form 3626) Part II "Offer" Section C- "Rental" Subpart 7 AMOUNT OF ANNUAL RENT, C.8 RATE PER MONTH, dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017, Lease Amendment No. 7 dated March 11, 2020 is amended as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Annual Rent</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Taxes/SF</th>
<th>Total rate/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/16/2020-08/31/2022</td>
<td>$254,158.35</td>
<td>$42.84</td>
<td>$7.94</td>
<td>$0.41</td>
<td>$51.19*</td>
</tr>
</tbody>
</table>

4.) The final and total project costs of $123,124.47, as defined in Lease Amendment NO. 6 are approved for reimbursement.

Please follow the instructions below when submitting invoices for payment:

1. GSA procedures require invoice(s) to contain a Pegasys Document Number (PDN). The PDN for this transaction is PS0043871. Please ensure this number is included on ALL invoice(s) submitted to the Finance Center listed below.

2. If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company's information. The vendor's name and address must match the name and address of the payee of the lease document.

3. Please submit invoices electronically to www.finance.gsa.gov. Vendors or Lessor's unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the Lease Contracting Officer. The invoice(s) should be mailed to the following address:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102

END OF DOCUMENT

Initials: Lessor ____________ & Govt. ______________
Exhibit A

OPEN TO OUTSIDE

COD
258 SF

TSA

TSA

1765 SF

MECHANICAL
35 SF

Lessor Initials _______ & Gov’t Initials _______
City Manager’s Report

From 3233- Aviation/AP Properties & Concessions

Supplier, Vendor, Company, Individual

Name United States of America
Address General Services Administration
230 S. Dearborn St., 5PEEO, Rm. 3626
Chicago, IL 60604

Expense Type Contract Modification
Total Amount $142,922.48 (thru 8/31/22)

Fund Source(s) Fund Code(s) Fund Amount(s)
Aviation Operating 51000-3212-23201-43 $142,922.48

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

Description

LEASE AMENDMENT NO. 7

The Department of Aviation requests permission to enter into Lease Amendment No. 7 ("Lease") with the United States of America ("Government"). The Government leases office and administrative space for the Transportation Security Administration ("TSA") in support of security checkpoint and baggage screening functions at the Dayton International Airport ("Airport").

Under the Lease, the Government will occupy 2,792 square feet of space, Premises known as Block D, and pay $51.19 per square foot per year. If approved, the term will begin April 1, 2020 and continue through August 31, 2022. The Government may terminate this Lease in whole or in part at any time by giving at least ninety (90) days’ notice in writing to the City, and no rental shall accrue after the effective date of termination.

The space requires alterations as outlined in Exhibits A, B, and C and any other requirements as deemed necessary by the Government. A subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures.

The Lease was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Rashella Lavender
Clk
March 11, 2020

Date

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:
Name: United States of America – General Services Administration
Address: 230 S. Dearborn Street, SPEEO, Room 3626
City: Chicago 
State: IL 
Zip+4: 60604

Customer #: @00000163
Address Location #: A-2
Federal ID#: 80-0038533

Revenue Information:
Fund: 51000 
Organization: 3212
Revenue: 23201
Program: 43

Contract Information:
Contract Start Date: *TBD
Contract Expiration Date: *TBD

Billing Information:
Rate: *TBD 
Arrears: X 
Pre-bill: 
Monthly (1st month of billing): *TBD
Quarterly (1st month of quarter):
Semi-annual (1st month of half):
Annual (1st month of billing):
Other (explain):
Rate Change Date: N/A 
Rate Change Amount: N/A

Description of Services (wording on invoice):
*This Lease Amendment #7 describes space that is under construction. Per page 2 of LA #7, a subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures.

Terminal Commercial Space Rental at Dayton International Airport 2,792 sq. ft. @ $51.19 psf/year
Departmental Approval: [Signature]

TO BE COMPLETED BY FINANCE

Revenue Contract Number: 1-0168
Auditor: [Signature]
Date: [Signature]

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: [Signature]
GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. 7

TO LEASE NO. GS-05B-17937

ADDRESS OF PREMISES
DAYTON INTERNATIONAL AIRPORT,
PASSENGER TERMINAL BUILDING
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312
PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between City of Dayton
whose address is: 101 West Third Street
Dayton, Ohio 45402-1814
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to acquire 2,792 usable/rentable square feet of expansion space known as Block D and to update the annual rental amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2020 as follows:

Part II, A.c. USABLE/RENTABLE SQ. FT. of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 29, 2017 is amended as follows:

"Block D-2,792 USF/RSF."

This Lease Amendment contains 31 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature:
Name:
Title:
Entity Name:
Date:

FOR THE GOVERNMENT:

Signature:
Name:
Title:
Entity Name:
Date:

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Date:

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

Min/Blk: 1 1/4 Pg:

Ruth P. Karsner
Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney
Part II, B. TERM of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and amended as Supplemental Lease Agreement No. 2 dated July 25, 2012, Lease Amendment No. 3 dated August 28, 2017 and Lease Amendment No. 5 dated September 12, 2019 is amended as follows:

"TO HAVE AND TO HOLD the said Premises known as Block D with their appurtenances for the term beginning on April 1, 2020 and continuing through August 31, 2022.

The Government may terminate this lease in whole or in part at any time by giving at least 90 days’ notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. In the event that all commercial passenger airlines cease operations at this airport location, effectively eliminating the need for Transportation Security Administration (TSA) presence, the Government shall have the right to cancel the lease with thirty (30) days’ written notice to Lessor at any time after the date of such cessation of service. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Part II, C.7 AMOUNT OF ANNUAL RENT, C.8 RATE PER MONTH, and the rent break-down description in Part III AWARD of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Block D Annual Rent</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Taxes/SF</th>
<th>Total Rate/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/2020-08/31/2022</td>
<td>$142,922.48</td>
<td>$42.84</td>
<td>$7.94</td>
<td>$0.41</td>
<td>$51.19</td>
</tr>
</tbody>
</table>

The space requires alterations as outlined in Exhibits A, B, and C and any other requirements deemed necessary by the Government. The work will be funded by the Lessor and reimbursed once the work is completed and accepted by the Government. A subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures.

Upon completion of alterations and acceptance for Block D, the following blocks of space will be released: Block B: 645 RSF/USF & Block C: 285 USF/RSF.

---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------END OF DOCUMENT---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
STATEMENT OF WORK

For


DAYTON INTERNATIONAL AIRPORT (DAY)
3600 Terminal Drive
Dayton OH, 45377

March 5, 2018

This Statement of Work (SOW) is valid for 1 year from date of its production. Revisions and or modifications to this SOW must be approved in writing by Physical Security Field Support Unit (FSU).

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with Department of Homeland Security (DHS) policy relating to FOUO information and is not to be released to the public or personnel who do not have a valid "need-to-know" without prior approval of the authorized DHS official. At a minimum, this document will be disseminated only on a need-to-know basis, and when unattended, will be stored in a locked container or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure. When no longer needed, destroy this material by shredding, pulping, or burning to assure destruction beyond recognition. Physical Security Requirements (Ref. Section III, Program of Requirements).
## Table of Contents

1.0 Project Title ................................................................. Page 3
2.0 Mission ................................................................. Page 3
3.0 Background ................................................................. Page 3
4.0 Place of Performance and Work Hours ................................. Page 3
5.0 Points of Contact ............................................................ Page 3
6.0 Scope of Work ............................................................... Page 4
7.0 Summary of Technical Specifications .................................. Page 4
   7.1 Door Requirements/Hardware ........................................ Page 4
   7.2 Intrusion Detection System ............................................ Page 5
   7.3 Electronic Access Control System .................................... Page 5
   7.4 CCTV ..................................................................... Page 6
   7.5 Duress/Panic System .................................................... Page 6
   7.6 Video Intercom/Door Answering System ............................ Page 6
8.0 Period of Performance ...................................................... Page 7
9.0 Training ............................................................... Page 7
10.0 Contractor Roles and Responsibilities ............................... Page 7
11.0 Expertise Requirements ................................................ Page 9
12.0 Project Management Requirements .................................... Page 10
13.0 Regulatory Requirements .............................................. Page 10
14.0 Recording Presence ..................................................... Page 10
15.0 Federal Protective Service Requirements .......................... Page 10
16.0 Deliverables ............................................................. Page 11
17.0 Warranty Work and Service ........................................... Page 11
18.0 Final Inspection and Acceptance ....................................... Page 12

## Appendices
Appendix A: Drawings
Appendix B: Index Sheet/Contractor Equipment Pre-Acceptance Checklist
Appendix C: Approved Equipment List
Appendix D: IDS Programming
Appendix E: Velocity Programming
Appendix F: Programming Worksheets
Appendix G: Acronyms
Appendix H: CCTV Advisory Sign
Appendix I: MARS Agreement
Appendix J: Training Requirements
Appendix K: Site Profile Information
1. **Project Title:** Installation of High Security Locks, Duress Alarms, Intrusion Detection System, Hirsch Electronic Access Control, Video Intercom/Door Answering System with Door Lock Release, and CCTV System for the TSA occupied space at: **Dayton International Airport (DAY) FSD On-site.**

2. **Mission:** The mission of the Transportation Security Administration (TSA) is to protect the Nation's transportation systems to ensure freedom of movement for people and commerce by providing world-class security and customer service to the traveling public.

   The Dayton International Airport (DAY) contributes to the overall TSA mission for its assigned airport of responsibility. To achieve its mission, TSA DAY has a requirement to ensure that all TSA employees and contractors who create, process, or handle information on behalf of the U.S. Government have a secure and accredited space to satisfactorily discuss and conduct meetings.

   The construction and security equipment requirements contained in this SOW apply to the security of interior space in facilities provided by the General Services Administration (GSA) or those provided by TSA components directly, whether leased or Government owned. These requirements are incorporated into each space acquisition projects scope / definition of requirements and included in the appropriate Request for Proposals (RFP) or Solicitation for Offers, as appropriate, when initiated by either a TSA Support Component or the GSA.

3. **Background:**

   3.1 **Facility Description:** See Appendix K for detailed information.

   3.2 **Project Background:** TSA is accepting the security project for the leased space within DAY and needs a complete security system installed to properly secure government assets.

4. **Place of Performance and Work Hours:**

   4.1 **Place of performance:** Dayton International Airport, DAY, 3600 Terminal Drive FSD On-Site.

   4.2 Contractors normal work hours are during the site's business hours as specified in Appendix K, excluding Federal holidays. The Contractor must make arrangement with the COR and local TSA representative to schedule work and facility access outside these hours.

   4.3 Any work performed by the Contractor at their own volition outside specified working hours will be at no additional expense to the Government.

5. **Points of Contact:**

   5.1 **Technical Monitor:** William R. Burnett  
   Physical Security, Field Support Unit  
   TSA Office of Security  
   Direct Telephone: 571-354-2924  
   Physical Security Main Telephone: 571-227-4763  
   Direct E-mail: William.R.Burnett@tsa.dhs.gov  
   TSA Physical Security Division Main E-mail: pssfield@tsa.dhs.gov (ATTN: Field Support)
5.2 All questions pertaining to the security devices and their operation must be directed to the TSA Office of Security, Physical Security Division (PSD). Under no circumstances will SOWs written by the TSA Office of Security, PSD be changed or modified without the written permission of this office.

5.3 The Contracting Officer Representative (COR) and technical monitor(s) are not authorized to delete, change, waive, or negotiate any of the terms and conditions of the contract. Any request, or proposal for changes in project scope and/or additional requirements, must be approved in writing by the Contracting Officer (CO). Any changes accomplished without prior written approval from the CO will be done at the Contractor’s expense.

6. **Scope of Work:** Design, install, program, test, document, and train personnel on turn-key operational and integrated Hirsch Velocity access control system, Bosch intrusion detection system (IDS), and CCTV system.

7. **Summary of Technical Specifications:** (Technical Specifications are described in detail in the TSA Program of Requirements for Security (POR)):

7.1 In order to meet HSPD-12 requirements and DHS Personnel Access Control System (PACS) modernization mandate, all installed equipment and systems must be on approved product list, Appendix C.

7.2 Door Requirements/Hardware: Install Electrified Door hardware on doors equipped with readers. All electrified door hardware will be 12 Volts AC/DC with the central power located with access control system and IDS panels as indicated in Appendices A and B.

7.2.1 Non-Removable hinges (NRP) will be installed in all doors where the pins are exposed to the exterior of the space.

7.2.2 All Perimeter Doors to TSA space as indicated in Appendices A and B will meet POR specifications:

7.2.2.1 A single leaf, solid core door in a metal frame equipped with a door contact, a High Security Lockset, and electronic door strike or electrified hardware.

7.2.2.2 Mortise High Security Lockset with Locking Deadlatch – Electrified Hardware with built-in request to exit (REX) function with Medeco Underwriters Laboratories (UL) 437 M-3 Interchangeable Core cylinder. The MARKS Store Room Function Mortise Lockset with Deadbolt must have the latch bolt retracted by key outside or by lever inside. Outside lever is always fixed. The deadbolt can only be thrown or retracted by key outside or thumb-turn inside. By turning the inside lever, it simultaneously retracts both deadbolt and latch bolt. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco #32-0200 housing and interchangeable core.

7.2.2.3 Must have Latch guards/Anti pick plate covers installed, unless door strike is protected/covered by door frame.

7.2.2.4 Installed functioning heavy duty door closer and heavy duty door gasket/sweep.
7.2.3 Designated interior doors to TSA space as indicated in Appendices A and B. Cylindrical Lever Lockset - Electrified Hardware with built-in REX with Medeco UL 437 M-3 Interchangeable Core cylinder over-ride. The Store Room Function Lockset will function so that the latch bolt is retracted by key outside or by lever inside. Outside knob/lever always inoperative. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco UL 437 M-3 Interchangeable Core cylinder for secure key access.

7.3 Intrusion Detection System: The system will:

7.3.1 Must be a TSA Office of Security approved Bosch IDS using a Bosch Model B9512G panel (or most current version), or approved equivalent.

7.3.2 The host panel and all associated control/serving equipment will be wall mounted in secured cabinet. Location identified in Appendices A and B.

7.3.3 Arm/Disarm keypads will be mounted on the interior of the facility.

7.3.4 All programming will be as indicated in Appendix D in addition the system will be programmed to accept all password combinations. Upon awarding the contract, TSA Office of Security PSD FSU reserves the right to provide additional programming specifics that the system must meet prior to final government acceptance.

7.3.5 The main panel will have the capability to arm and disarm all alarm points as indicated in Appendices A and B.

7.3.6 Central power and monitoring of all intrusion detection devices installed will be located as indicated in Appendices A and B. A surge protector unit with a minimum of 8 hour battery backup will be provided for all security systems and CCTV (co-located with panels). All installed equipment must have sufficient power supplies as necessary to provide battery backup for a 4-hour minimum outage.

7.3.7 All intrusion detection devices are required to interface with the host IDS panel.

7.3.8 System will be connected via a RJ-31X phone jack to a government furnished plain old telephone system (POTS) line in order to notify, via a dedicated analog phone line, the supporting Federal Protective Service (FPS) Mega Center monitoring the system. Connection location as indicated in Appendices A and B.

7.4 Electronic Access Control System:

7.4.1 HSPD-12 PACS compliant system on the approved GSA Approved Product List (APL) that accepts all versions of DHS/TSA issued PIVs shall be used.

7.4.2 All doors connected to the access control system will use electrified hardware “REX built-in function” to shunt the alarm.

7.4.3 Include a Hirsch Client Management Station (Hirsch computer, monitor, reader, and server) with Velocity 3.6 (or most current version) installed and programmed in accordance with Appendix E. Entry points of various levels of access and security

Initials: Lessor & Govt. J.T.
requirements must be installed. Upon awarding the contract, TSA Office of Security PSD FSU reserves the right to provide additional programming specifics that the system must meet prior to final government acceptance.

7.4.4 The Electronic Access Control System will provide connection to the IDS Alarm Panel.

7.4.5 HSPD-12 PACS compliant Hirsch Scramble pad readers from the GSA APL will shall be installed on all perimeter doors and key doors as indicated in Appendices A and B designated for access control to momentarily unlock the electrified hardware while shunting the alarm and providing access control to the facility.

7.4.6 Perimeter doors exposed to the weather elements will use Hirsch high intensity scramble pad readers, which will be installed with supporting mounts that protect the reader from the elements (i.e. direct sun light) that shorten the equipment's life span.

7.4.7 All equipment serving the Access Control system will be wall mounted Location identified in Appendices A and B.

7.5 CCTV:

7.5.1 Fixed mount CCTV cameras mounted to provide clear view of personnel entering through TSA access points as indicated in Appendices A and B. Fixed mount all weather IR / CCTV cameras Bosch FLEXIDOME AN indoor 4000 WDR or approved equivalent. All exterior cameras will be either wall or boom mounted.

7.5.2 PTZ cameras will be mounted on the exterior of buildings when deemed necessary to cover large areas (All cameras will be mounted per the attached drawing). PTZ Cameras will be boom mounted with a water loop to avoid drainage into the camera.

7.5.3 Recording: CCTV system will activate upon motion only to record personnel within close proximity of access point(s), and have capability to record for a minimum of 25 days at 15 frames per second min 2/4 TB drive. Recording device Bosch DIVAR AN 5000 with capability to pull and transfer video to other operating platforms (i.e. Windows computer).

7.5.4 Wall mounted (tilt) LED wide screen color monitor as indicated in Appendices A and B.

7.5.5 Signage must be placed on exterior of all perimeter doors indicating that property is protected by electronic video surveillance. See Appendix H for the appropriate signage.

7.6 Duress/Panic System:

7.6.1 Panic/Duress buttons will be covertly mounted as indicated in Appendices A and B.

7.6.2 Duress Alarms will activate strobes with audible mounted in key locations as indicated in Appendices A and B.

7.7 Video Intercom/Door Answering System with Door Lock Release:
7.7.1 Video Intercom/Door answering system that provides remote personnel recognition of people requesting access to TSA space.

7.7.2 The Video Intercom/Door Answering Systems will have the capacity for additional door stations, and up to two additional interior stations.

7.7.3 System will provide capability for remote release of the door from within TSA space.

8. Period of Performance: As directed by the TSA Office of Acquisitions Contracting Officer through the TSA Field Support Unit COR.

9. Training: Contractor will provide onsite training to multiple TSA personnel to enroll, update and remove persons in the Hirsch Velocity access control system, as well as how to arm/disarm and properly use the Bosch IDS. NOTE: more than one person is to be trained to prevent single point of failure. A minimum of three (3) hours of training will be conducted to ensure the local office is trained in the use and operation of all systems. At the conclusion of the training, the Contractor will provide copies of the training documentation to include class roster and list of items covered to the Federal Security Director (FSD)/ Manager at location and TSA PSD.

10. Contractor Roles and Responsibilities:

10.1 The contractor will use GSA schedules and/or other government discounts when purchasing equipment or services on behalf of the TSA.

10.2 All conduit sizing and installation are the responsibility of the Contractor if required by facility.

10.3 Install and label for easy identification the wiring and hardware necessary to install the systems to meet the SOW specifications.

10.4 Install all security systems and/or devices in accordance with manufactures' requirements.

10.5 Legacy security equipment not being incorporated into the new system(s) will be removed, stored, inventoried and presented to FSD Staff for shipment to PSD.

10.6 Door Hardware.

10.6.1 Ensure the doors indicated in Appendices A and B meet the technical specifications within paragraph 7.1. by installing/replaceing door closers, locks, etc.

10.6.2 The contractor is responsible for obtaining, correctly installing, and maintaining all door hardware.

10.6.3 Existing doors will be used when feasible. Double doors on the perimeter will be replaced with single leave door.

10.6.4 The contractor will provide and install recessed Door Contact switches or equivalent, where specified in Appendices A and B, and connect to the main alarm panel.
10.6.5 The Contractor is responsible for purchasing a high security Medeco lock (or approved equivalent) and key system approved by the TSA. In procuring the lock and key system, the Contractor must adhere to the following requirements:

10.6.5.1 The key operated lock housing must accept a Medeco UL 437 M-3 Interchangeable Core.

10.6.5.2 The client's identity (TSA) and the where the locks are installed will not be divulged except as agreed upon by TSA.

10.6.5.3 Deliver all change keys and core keys to TSA field representative.

10.6.5.4 All change keys will be impressed with a sequential serial number on the bow of each key.

10.6.5.5 The core key will be impressed with "Core" or "Control" on the bow of the key. Provide all pinning and key cut information to a TSA representative.

10.6.5.6 Label each core with a change number on the side and a serial number on the opposite side of the cylinder. These numbers should appear on the sides of the top chamber area.

10.6.5.7 The Contractor will provide and install all locksets, cores, and keys. Each key will have the serial number stamped on one side of the bow. Deliver all keys and any remaining cores to the local TSA representative.

10.6.5.8 The Contractor will be responsible for creating and maintaining an expandable multi-tiered master key system hierarchy. The contractor based on the needs of the local/field TSA FO will design the hierarchy.

10.7 IDS.

10.7.1 Install and program a Bosch B9512G (or most current approved model) IDS with connected Bosch B942 Arm/Disarm keypads and Bosch DS9360 Ceiling Mount Panoramic TriTech Motion Detectors. IDS will be installed IAW the layout in Appendix A. Program the IDS IAW Appendix D.

10.7.2 The contractor will provide and install 360 deg Ceiling Mount Motion Detectors within operating distance of all entrance/emergency exit doors as indicated in Appendices A and B, and connect to the main alarm panel to alert the monitoring station of surreptitious entry.

10.7.3 The installer must complete the FPS Mega Center Alarm Requirements Document (MARS) (see Appendix I) once the system has been installed and is ready for set up and programming. Once the system is fully programmed a copy of the FPS ALL EVENTS HISTORY REPORT must be provided to both FSD staff and the POC in paragraph 5 at least 48 hours before arrival of system acceptance testing. The Battle Creek MEGA CENTER will remotely monitor and be compatible with FPS existing hardware and software. Bosch B9512G. **Battle Creek Mega Center 1-866-312-4004.** Contractor will provide prior to acceptance by TSA PSD FSU a completed FPS MARS
document as well as a current testing document showing that all zones are operational and monitored by FPS. When the alarm system is completely installed and programmed, it must be fully tested with the MegaCenter Alarm Services Desk the Contractor must then schedule an acceptance inspection. Once this inspection is completed and the work determined satisfactory documentation will be provided. Security system must be fully operational and monitored by FPS before final payment is authorized.

10.7.4 The contractor will provide all equipment mounts, slides, shelves or other necessary items to install/mount equipment.

10.7.5 The contractor will be responsible for all the initial input of all user codes.

10.8 Electronic Access Control System.

10.8.1 Install complete system with HIRSCH UTrust TS scramble Pad Readers, Hirsch HSPD-12 Compliant Mx Controller (or most current approved controller).

10.8.2 Program the Hirsch Velocity system IAW Appendix E.

10.8.3 The contractor will be responsible for all the initial input of all user codes, HSPD-12 enrolment of all TSA personnel. HSPD-12 enrolment will consist of using both the HSPD-12 cards issued by TSA and a unique code for each TSA employee. Contractor will do all initial enrollments of TSA employees and provide training to TSA staff. NOTE: GENERIC/UNIVERSAL access codes are not authorized for TSA/Federal Air Marshal facilities.

10.9 CCTV:

10.9.1 The contractor is responsible for obtaining, installing, programming, and testing a complete turn-key Bosch Closed Circuit TV (CCTV)/DVIR system (to include cameras) that is approved by the TSA Office of Security. The contractor will maintain and warranty the system for one year after the TSA acceptance date.

10.10 Duress/Panic System: Install and connect to the IDS duress buttons with Strobes to include strobes mounted outside TSA spaces to alert security response force of duress activation.

10.11 Video Intercom/Door Answering System: The Contractor will purchase, install, program, maintain, and test a turn-key IPhone Model JO Series or equivalent. (Note: Only the TSA Office of Security provides Approval of an Equivalent Video Intercom/Door Answering System). The Contractor will provide and install, program, maintain and test the system. Install all equipment according to manufacturer's specifications.

10.12 Contractor will submit to TSA PSD FSU a detailed line item cost breakdown for all security material and employee hours billed to the United States Government. Contractor will provide a detailed installation schedule to TSA PSD FSU as part of the proposal submitted by the contractor. Contractor will also immediately advise TSA PSD FSU in writing of any delays.

11. Expertise Requirements:
13.1 **Site access requirements:** The Contractor must obtain the appropriate airport identification to work within the secure side and provide their own escorts. Contractor personnel without issued airport identification that are working within the secure side of the airport must be escorted at all times.

14. **Recording Presence:** Each contract employee shall sign in at the site each day when reporting to work and sign out when leaving the work site at the end of each day. In addition, if leaving work site for any reason, personnel must sign out at time of departure and sign in again upon arrival.

15. **Federal Protective Service Requirements:** The FPS maintains four Multi-Regional Emergency Management Control Centers (Mega Centers) across the country. The Mega Centers handle alarm monitoring and radio dispatch of FPS Officers and Contract Guards for alarm response, criminal activities and emergencies for GSA federally owned properties and leased space. Additionally, the Mega Centers notify local authorities; including law enforcement, emergency medical services and/or fire department, as designated by customer protocols. FPS maintains a standard equipment list that must be adhered to by all Clients. The Mega Centers can only accommodate the following UL commercial listed panels Honeywell (Ademco) model numbers Vista 128 and 250 series, Radionics model numbers 7412G, 9412G and 9512G series, CADDx model number NX8E, or DMP model numbers XR100 & XR500. Proprietary panels will not be accepted due to the inability to provide adequate support. Fax or email the completed application to the appropriate MegaCenter Alarm Services Desk. You must allow 48 hours, or 2 full business days, for account setup. After installation is complete, contact the MegaCenter to schedule alarm system acceptance testing.

16. **Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Schedule/Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator/use training provided by Contractor</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>MARS agreement completed by Contractor</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Inventoried legacy security equipment</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>IDS testing and supporting documentation</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Contractor Equipment Pre-Acceptance Checklist</td>
<td>Submitted to the technical monitors identified in paragraph 5, prior to scheduling final acceptance of system</td>
</tr>
<tr>
<td>Detailed line item cost proposals</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Inventory lists</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Provide all recovery media and associated software</td>
<td>As part of the final acceptance</td>
</tr>
<tr>
<td>System(s) as-built drawings</td>
<td>Prior to final acceptance of system</td>
</tr>
<tr>
<td>Locking System key cut and pinning charts</td>
<td>Prior to final acceptance of system</td>
</tr>
</tbody>
</table>

17. **Warranty Work and Service:**

17.1 The Contractor will maintain and warranty all systems installed in this SOW for a period of 12 months from the date of Government acceptance.
17.2 Should any Contractor supplied part, component, workmanship or system, fail within that period of time, the Contractor shall immediately replace or repair that part, component, or system within 48 hours at no further cost to the Government. If the Contractor is unable to start and/or finish the repair or replacement, the Contractor shall be liable for all costs incurred by the Government to correct the issue(s).

17.3 The Contractor shall submit a copy of the as-built drawings, all commercial warranties, terms and conditions, specifications, and related booklets upon completion of systems installation. Delivery can be made to the technical monitors at:

TSA HQ
701 South 12th Street
Arlington, VA 22202
ATTN: FSU COR

and

TSA PSD FSU Region FAMS/GSA PROJECT MANAGER
ATTN: PSS William R Burnett
701 South 12th Street
Arlington, VA 22202

17.4 TSA reserves the right to expand or add to the system during the warranty period using firm(s) other than the Contractor for such expansion without affecting the Contractor’s responsibilities, provided the expansion is performed by an authorized dealer for the affected equipment.

18. Final Inspection and Acceptance:

18.1 Prior to scheduling final acceptance Appendix B will be completed and submitted to the technical monitor(s) identified in paragraph 5.

18.2 The final acceptance test shall be performed concurrent for all systems based on the approved TSA SOW and shall be completed during a single site visit.

18.3 Acceptance by the Government will be given only after the satisfactory completion of the installation of the system(s), training, and receipt of submittals, all testing data and any other requirements within this SOW. Project acceptance can be issued only by the TSA COR or Technical Monitors.

18.4 The United States Government has the right to inspect and test all supplies called for in the contract, to the extent practicable, at all places & times and in any event before acceptance in any manner that does not unduly delay the work.

18.5 Personnel authorized to accept completion of security system installation projects on behalf of the United States Government / TSA is a Physical Security Specialist or personnel designated by the Chief of the Physical Security Section who is also current and certified as a Contract Officers Representative with certifications on file with TSA Office of Acquisitions.

Initials: Lessor JNP & Gov J.T.
IDS Zone Detail

Area armed or disarmed from one of the two keypads at the main entrances

Separately Zoned Areas
Appendix B – DAY-Onsite Index Sheet

The pre-acceptance checklist must be completed, signed by the contractor and provided to the Technical Monitor (TM) of the project prior to scheduling the acceptance.

STANDARD items:

☐ Media Recovery and all software are provided to local TSA

Local TSA rep: _______________________________ __________________________

Signature date

☐ System as-built drawings (all systems) are provided for review to the TM

☐ Equipment List/Inventory of all associated equipment (This includes all MEDECO Core and Control keys) provide to the TM

☐ Locking System key cutting and pinning charts provided to the TM

☐ Training Documentation for all systems

M1 Main Entrance Door #1

☐ 1 ea. Request to Exit (REX) button

☐ 1 ea. IDS Door position contact

☐ 1 ea. IDS Arm/Disarm keypad

☐ 1 ea. PIR 360 deg. Motion detector

☐ 1 ea. Duress/Panic button

☐ 1 ea. HSPD - 12 Scramble PROX reader (High Intensity)

☐ 2 ea. CCTV Cameras positioned per Appendix A (1 inside and 1 outside space)

☐ 1 ea. Solid Core Wood Door with Welded Steel Frame and NRP Hinges (If required)

☐ 1 ea. Aiphone exterior to space

☐ 1 ea. Heavy Duty Door Closer

☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

☐ 1 ea. Anti-pick Plate

Initials: Lessor J.O.P & Gov J.T.
M2 Main Entrance Door #2
☐ 1 ea. Request to exit (REX) button
☐ 1 ea. IDS Door position contact
☐ 1 ea. IDS Arm/Disarm keypad
☐ 1 ea. PIR 360 deg. Motion detector
☐ 1 ea. Duress/Panic button
☐ 1 ea. HSPD - 12 Scramble PROX reader (High Intensity)
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. Solid Core Wood Door with Welded Steel Frame and NRP Hinges (If required)
☐ 1 ea. Aiphone exterior to space
☐ 1 ea. Heavy Duty Door Closer
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.
☐ 1 ea. Anti-pick Plate

E1 Emergency Exit Door
☐ 1 ea. IDS Door position contact
☐ 1 ea. PIR 360 deg. Motion
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer
☐ 1 ea. Anti-pick plate
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

L1 LAN Room
☐ 1 ea. PIR 360 deg. Motion detector
☐ 1 ea. IDS door position switch
☐ 1 ea. IDS Arm/Disarm keypad
☐ 1 ea. IDS Control Panel
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. CCTV DVR Workstation and Monitor

Initials: Lessor JAP & Govt. J.T.
☐ 1 ea. HSPD - 12 Scramble PROX reader
☐ 1 ea. Hirsch M8 Control Panel
☐ 1 ea. Hirsch server
☐ 1 ea. Built in Request to Exit (REX) switch
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer
☐ 1 ea. Anti-pick plate
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

S1 File Storage Room

☐ 1 ea. IDS Door position switch
☐ 1 ea. IDS Arm/Disarm keypad
☐ 1 ea. 360 deg. Motion detector
☐ 1 ea. HSPD-12 Scramble PROX reader
☐ 1 ea. Built in Request to Exit (REX) switch
☐ 1 ea. CCTV Camera positioned per Appendix A
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer
☐ 1 ea. Anti-pick plate
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3, Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

T1 TSSE Office

☐ 1 ea. IDS Door position switch
☐ 1 ea. IDS Arm/Disarm Keypad
☐ 1 ea. 360 deg. Motion detector
☐ 1 ea. HSPD-12 Scramble PROX reader
☐ 1 ea. Built-in request to exit (REX)
☐ 1 ea. Solid core wood door with welded steel frame and NRP hinges (if required)
☐ 1 ea. Heavy duty door closer

Initials: Lessor & Gov
☐ BHMA/ANSI Grade-1 cylindrical or mortise lever set. UL 437 and BHMA/ANSI A156.3. Grade-A certified, high-security lock with approved cylinder housing. Medeco M3 or approved equivalent. Security Screws must be used.

O1 Supervisor's Office

☐ 1 ea. 32' LCD CCTV Monitor
☐ 1 ea. Hirsch Enrollment Station
Door Hardware:

- Folger Adams - 310-1 Door Strike
- Mag lock 1200lbs
- Altronix-Door Strike Power Supply
- Cylindrical Lever Lockset w/Medco
- Mortised Lockset w/Deadbolt & Medco
- MARKS – Mechanical/ Electrified Door Hardware
- Heavy Duty-Acoustical Door Closer

*Acoustical Surfaces, Inc. - Heavy Duty Jamb Seal Kit #1 or #2 (Includes: Model #330C and 599C)*

*BOLD Items-Verified with Vendor Most Current*
TSA IT Requirements for (DAY) Dayton, OH

This Scope of Work addresses the TSA Network infrastructure necessary to accommodate the requirements for providing TSA Data Network connectivity at the new TSA Office Space at (DAY) Dayton, OH.

1) Main Data Cabinet

Contractor shall install an appropriate sized (preferably a 24U) Wall-Mount IT Cabinet, as specified by TSA within TSA Controlled Office Space. Specifications supporting the TSA MDF (Main Distribution Frame) and its components are per physical security requirements and program requirements, include the following items:

a) Install on two walls ¾ inch fire-rated plywood from the structural floor to a height of 8' in room T200H.
b) Install one Wall-Mount cabinet on one of the plywood wall.
c) Install one fiber patch panel.
d) Install and punch down one 48 port patch panel to support work station cabling.
e) 20Amp Electrical Service to the Inside-Rear of the Wall-Mount cabinet.
f) Route existing fiber connections in room 210 to new MDF COMMs room T200H. These fiber connections are to be extended/terminated into this cabinet.
g) Associated TSA Data Cabling will be Cat6 standards, based on Building and/or Airport Rules/Regulations.

2) Wiring

a) Install, terminate, and test the data cabling (Cat6) between the workstation locations as indicated on the floor plan drawing and the designated TSA IT Cabinet Patch Panels. “Work Station port locations to be IAW POR”. (Estimated number of data drops is 30.)
b) Each “Desk Location” will be depicted on schematics and will require a “Dual” drop (2 cables).
c) Provide all Cross-Connect cables for use between contractor installed connections and TSA Switches.

Terminations:

- Each Data cable is to be home run from IT Patch panel to station end with no line splices.
- Each installed data cable must be terminated at the station end to an appropriate faceplate using the CAT6 modular jack.
- The termination configuration for all data cables will be 568B and will terminate all pairs of the cable.
- Provide cabling as required as to ensure end-to-end connectivity between the station end and servicing patch panel.
- All cables and materials used will comply with all applicable local standards for building and electrical materials and construction.
Testing and Labeling:

- Each new data cable, including the modular jack, shall be certified for true Category 6 performance. Tester must test all (4) pairs of each cable up to 100 MHz. Test results shall be furnished upon request.
- All cables, modular outlet jacks, faceplates and MDF terminations shall be clearly labeled for ease of identification per the TSA labeling specifications.
- All cables and faceplates will be labeled utilizing a logical labeling scheme consistent with the currently installed cable plant.
- All communication cables installed as part of this installation shall comply with TIA/EIA standards.
GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

LEASE AMENDMENT No. 4
TO LEASE NO. GS-05B-17937

ADDRESS OF PREMISES
DAYTON INTERNATIONAL AIRPORT,
PASSENGER TERMINAL BUILDING
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312

PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between City of Dayton
whose address is: 101 West Third Street
Dayton, Ohio 45402-1814
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to acquire 2,596 usable/rentable square feet of expansion space known as Block D and to update the annual rental amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2018 as follows:

Part II, A.c. USABLE/RENTABLE SQ. FT. of US Government Lease for Real Property (GSA Form 3628) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

"Block D-2,596 USF/RSF."

Part II, B. TERM of US Government Lease for Real Property (GSA Form 3628) dated October 10, 2007, and amended as Supplemental Lease

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature:
Name: L. Clements
Title: Deputy City Manager
Entity Name: City of Dayton
Date: February 26, 2019

FOR THE GOVERNMENT:

Signature:
Name: Jeanette Torres
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 3/13/19

WITNESSED FOR THE LESSOR BY:

Signature:
Name: Esther Rohn
Title: City Manager Office Assistant
Date: February 26, 2019

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

**No Commission Action Required**
Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

"TO HAVE AND TO HOLD the said Premises known as Block D with their appurtenances for the term beginning on October 1, 2018 and continuing through August 31, 2019.

The Government may terminate this lease in whole or in part at any time after the firm term by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. In the event that all commercial passenger airlines cease operations at this airport location, effectively eliminating the need for Transportation Security Administration (TSA) presence, the Government shall have the right to cancel the lease with thirty (30) days' written notice to Lessor at any time after the date of such cessation of service. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Part II, C.7 AMOUNT OF ANNUAL RENT, C.8 RATE PER MONTH, and the rent break-down description in Part III AWARD of US Government Lease for Real Property (GSA Form 3626) dated October 10, 2007, and as amended as Supplemental Lease Agreement No. 1 dated October 12, 2010 and Supplemental Lease Agreement No. 2 dated July 25, 2012, and Lease Amendment No. 3 dated August 28, 2017 is amended as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Block D Annual Rent</th>
<th>Shell/SF</th>
<th>Operating/SF</th>
<th>Taxes/SF</th>
<th>Total rate/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/01/2018-08/31/2019</td>
<td>$132,889.24</td>
<td>$42.84</td>
<td>$7.94</td>
<td>$0.41</td>
<td>$51.19</td>
</tr>
</tbody>
</table>

The space requires alterations as outlined in Exhibits A, B, and C and any other requirements deemed necessary by the Government. The work will be funded by the Lessor and reimbursed once the work is completed and accepted by the Government. A subsequent Lease Amendment will be issued to reflect the actual occupancy date of Block D, commence the rent, and reimbursement procedures.

Upon completion of alterations and acceptance for Block D, the following blocks of space will be released: Block B: 645 RSF/USF & Block C: 285 USF/RSF.

END OF DOCUMENT
# Notice To Proceed

**GENERAL SERVICES ADMINISTRATION**  
**PUBLIC BUILDINGS SERVICE**  
**LEASE AMENDMENT**

**LEASE AMENDMENT No. 6**

**ADDRESS OF PREMISES**
DAYTON INTERNATIONAL AIRPORT,  
PASSENGER TERMINAL BUILDING  
3600 TERMINAL ROAD, VANDALIA, OH 45377-3312

**PDN Number**: PS0043871

**TO LEASE NO.**: GS-05B-17937

**THIS AGREEMENT**, made and entered into this date by and between **City of Dayton**

whose address is:  
101 West Third Street  
Dayton, Ohio 45402-1814

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to issue the notice to proceed for the leased premises.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government Execution as follows:

Lease Amendment No. 6 is hereby issued to give Notice to Proceed for the following work herein attached:

<table>
<thead>
<tr>
<th>Work</th>
<th>Proposal Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Titan Commercial Flooring (3 pages)</td>
<td>October 10, 2019</td>
<td>$9,595.00</td>
</tr>
<tr>
<td>COPP Integrated Systems (6 pages)</td>
<td>March 26, 2019</td>
<td>$113,529.47</td>
</tr>
<tr>
<td><strong>Total NTP Amount</strong></td>
<td></td>
<td><strong>$123,124.47</strong></td>
</tr>
</tbody>
</table>

The amount of $123,124.47 will be reimbursed, not amortized and paid directly to the Lessor outside of the monthly rent. The amount of $123,124.47 includes, but is not limited to, all materials, labor, overhead, profit, applicable sales tax, permitted, and any A/E fees. Upon completion and acceptance of the work by the Government and receipt of a proper invoice from the Lessor, the Government shall pay the Lessor a one-time lump sum payment in the amount of $123,124.47. Any amount in excess of the amount $123,124.47 must be approved by the Government Contracting Officer in writing.

This Lease Amendment contains 11 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature:   
Name: Joseph D. Pacheco  
Title: Deputy City Manager  
Entity Name: City of Dayton  
Date: November 21, 2019

**FOR THE GOVERNMENT:**

Signature:   
Name: Jeanette Torres  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Esther Rohm  
Title: City Manager Office Assistant  
Date: November 21, 2019

**APPROVED AS TO FORM AND CORRECTNESS:**

Signature:   
Name: City Attorney  
Date:  

Lease Amendment Form 09/12
Any change orders and alterations to the scope of work/line items or delivery time under this contract must be authorized in advance, in writing, by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order. Any work done above the amount of

Please follow the instructions below when submitting invoices for payment:

1. GSA procedures require invoice(s) to contain a Pegasus Document Number (PDN). The PDN for this transaction is PS0043871. Please ensure this number is included on ALL invoice(s) submitted to the Finance Center listed below.

2. If another entity other than the Lessor submits the invoice(s), please include the name and address of the entity and not your company's information. The vendor's name and address must match the name and address of the payee of the lease document.

3. Please submit invoices electronically to www.finance.gsa.gov. Vendors or Lessors unable to submit invoices electronically can submit directly to the Greater Southwest Finance Center with a copy sent to the Lease Contracting Officer. The invoice(s) should be mailed to the following address:

   GSA, Greater Southwest Finance Center (7BCP)
   P.O. Box 17181
   Fort Worth, Texas 76110

END OF DOCUMENT

Initials: Lessor, JOP & Govt.
City Manager’s Report

From
2340 - Planning & CD / Land Use Administration
Supplier, Vendor, Company, Individual
Name
Granada Holdings, LLC
Address
5 W. Monument Avenue
Dayton, Ohio 45402

Date October 28, 2020
Expense Type Grant Agreement
Total Amount $14,964.00 (thru 11/30/2020)

Fund Source(s)
Coronavirus Aid, Relief, and Economic Security (CARES) Act

Fund Code(s)
28133-2340-1385-31-CRF07

Fund Amount(s)
$ 14,964.00

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

Description

Dayton CARES Act Small Business Capital Grant Agreement – Granada Holdings, LLC

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Granada Holdings, LLC, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business pay for and install new doors to improve circulation and expand seating capacity. This grant is funded by the City of Dayton’s CARES Act allocation and will help Granada Holdings, LLC, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. Granada Holdings, LLC operates Bar Granada at 5 W. Monument Avenue in Dayton, Ohio, which is the physical location receiving such capital improvements as funded by this grant. The City is awarding a $14,964.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Clerk
Date

FORM NO. MS-16

Updated 1/2019
"11822-City Managers Report (Granada Holdings)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-21 - 6:32:08 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-21 - 6:32:29 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-21 - 6:52:35 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-21 - 6:53:06 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-21 - 6:53:06 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

- X New Contract
- Renewal Contract
- Change Order

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>10/28/20</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>11/30/20</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>14,964.00</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>14,964.00</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>-</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
</tr>
</tbody>
</table>

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: $14,964.00

Fund Code
- 28133
- 2340
- 1385
- 31
- CRF07
- XXXX

Vendor Name: GRANADA HOLDINGS, LLC
Vendor Address: 5 Monument Ave, Dayton, Ohio 45402
Street City State Zip code + 4
Federal ID: 82-5390248
Commodity Code: 90900
Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683
Planning & Community Development Department/Division 10/19/2020 Date

Originating Department Director’s Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully 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 10/21/2020 Date

CF Prepared by 10/21/2022 Date

CF/CT Number CT20-2673

Finance Department
October 18, 2011
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and GRANADA HOLDINGS, LLC, an Ohio for profit Limited Liability Company ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant ("City Grant") in the amount of Fourteen Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($14,964.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

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

ARTICLE 1. RECIPIENT.

Granada Holdings, LLC is a locally-owned Dayton, Ohio small business that operates a full service restaurant and bar.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Fourteen Thousand Nine Hundred Sixty-Four Dollars and Zero Cents ($14,964.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered "Eligible Expenses" that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces, and,

3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requested in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;

2) Recipient’s business is located within the City of Dayton;

3) Recipient is not part of a national chain; and,

4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient 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. Recipient 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. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any 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.

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

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

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

ARTICLE 7. TERM AND TERMINATION.

This Agreement shall terminate November 30, 2020 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 Recipient’s assets is appointed by a court of competent jurisdiction.

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

3. Recipient’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 Recipient to remedy such failure within thirty (30) days from the date of written notice from City.

4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.

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

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. 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 8. INDEMNIFICATION.

Recipient 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 Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient 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 10. POLITICAL CONTRIBUTIONS.
Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 11. RECORDS AND RETENTION.
Recipient 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 City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed 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, Recipient 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. Recipient 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 Recipient 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 five (5) 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, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.
Recipient 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 Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
ARTICLE 13. GENERAL PROVISIONS.

A. **Conflict of Interest.** Recipient 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. Recipient 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:

Susan Vincent  
Planning and Community Development  
City of Dayton  
P.O. Box 22, 101 W. Third Street  
Dayton, OH 45401  
Susan.vincent@daytonohio.gov  
(937) 333-3683
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 Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

[Remainder of Page Intentionally Left Blank]
GRANADA HOLDINGS, LLC

By: __________________________

Print name: Paul Pelnar

Its: Princeton

CITY OF DAYTON, OHIO

__________________________________________________________
City Manager

Date

APPROVED AS TO FORM
AND CORRECTNESS:

10/7/2020

✓ John Musto for
City Attorney

Signed by: Musto, John

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

__________________________________________________________
Min. / Bk. _______ Pg. _______

Clerk of the Commission
I. Narrative Grant Report

1) Describe impact. In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

   Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) Explain your challenges. Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

   \[
   \text{Projected} - \text{Actual} = \text{Difference}
   \]

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? (*Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.*)

   *Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
City Manager’s Report

From 2340 - Planning & CD / Land Use Administration
   Supplier, Vendor, Company, Individual
Name Granada Holdings, LLC
Address 5 W. Monument Avenue
          Dayton, Ohio 45402

Date October 28, 2020
Expense Type Grant Agreement
Total Amount $14,964.00 (thru 11/30/2020)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coronavirus Aid, Relief, and</td>
<td>28133-2340-1385-31-CRF07</td>
<td>$ 14,964.00</td>
</tr>
<tr>
<td>Economic Security (CARES) Act</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Description

Dayton CARES Act Small Business Capital Grant Agreement – Granada Holdings, LLC

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Granada Holdings, LLC, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business pay for and install new doors to improve circulation and expand seating capacity. This grant is funded by the City of Dayton’s CARES Act allocation and will help Granada Holdings, LLC, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $14,964.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager
FORM NO. MS-16

Clerk

Date

Updated 1/2019
11822-City Managers Report (Granada Holdings)

Final Audit Report

Created: 2020-10-19
By: Miranda Brooks (miranda.brooks@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAABAAwvOolWkwgFU8gK-kc3qG7RQlzLiz_j

"11822-City Managers Report (Granada Holdings)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-19 - 4:42:08 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-19 - 4:42:21 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-19 - 4:55:06 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-19 - 4:55:55 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-19 - 4:55:55 PM GMT
Dayton CARES Act Small Business Capital Grant Agreement – Lock 27 Brewing, LLC

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Lock 27 Brewing, LLC, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business create new outdoor seating in support of social distancing. This grant is funded by the City of Dayton’s CARES Act allocation and will help Lock 27 Brewing, LLC, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $15,000.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

A Certificate of Funds and a copy of the Grant Agreement are attached.
"11904-City Managers Report (Lock 27)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-19 - 4:56:34 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-19 - 4:56:46 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-19 - 5:02:12 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-19 - 5:02:37 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-19 - 5:02:37 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date 10/28/20
Expiration Date 11/30/20

Original Commission Approval $ 15,000.00
Initial Encumbrance $ 15,000.00
Required Documentation

Remaining Commission Approval $ -

Original CT/CF

Increase Encumbrance

Decrease Encumbrance $ -

Remaining Commission Approval

Amount: $ 15,000.00

Fund Code 28133 - 2340 - 1385 - 31 - CRF07 - XXXX - XXXX

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

Attach additional pages for more FOAPALS

Vendor Name: Lock 27 Brewing, LLC
Vendor Address: 329 E 1st St, Dayton, Ohio 45402
Federal ID: 46-1534978
Commodity Code: 90900
Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683
Planning & Community Development Department/Division 10/15/2020 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 10/24/2020 Date

CF Prepared by 10/21/2020 Date

Finance Department October 18, 2011
"11904-CF (Lock 27)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-15 - 7:32:23 PM GMT - IP address: 75.186.30.18

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-15 - 7:32:42 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-15 - 8:18:29 PM GMT - IP address: 198.30.33.2

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-15 - 8:18:43 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2020-10-15 - 8:18:43 PM GMT
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and LOCK 27 BREWING, LLC, an Ohio For Profit Limited Liability Company ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant ("City Grant") in the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

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

ARTICLE 1. RECIPIENT.

Lock 27 Brewing, LLC is a locally-owned Dayton, Ohio small business that operates a brewery and full service pub located on the Don Crawford plaza in downtown Dayton.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered "Eligible Expenses" that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including
new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces;
3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.
Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.
Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.
A. Recipient 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. Recipient 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. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any 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.
C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

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

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

ARTICLE 7. TERM AND TERMINATION.

This Agreement shall terminate November 30, 2020 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 Recipient’s assets is appointed by a court of competent jurisdiction.

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

3. Recipient’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 Recipient to remedy such failure within thirty (30) days from the date of written notice from City.

4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.

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

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. 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 8. INDEMNIFICATION.

Recipient 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 Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient 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 10. POLITICAL CONTRIBUTIONS.

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

ARTICLE 11. RECORDS AND RETENTION.

Recipient 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 City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed 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, Recipient 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. Recipient 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 Recipient 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 five (5) 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, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.

Recipient 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 Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 13. GENERAL PROVISIONS.

A. Conflict of Interest. Recipient 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. Recipient 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:  
Susan Vincent  
Planning and Community Development  
City of Dayton  
P.O. Box 22, 101 W. Third Street  
Dayton, OH 45401  
Susan.vincent@daytonohio.gov  
(937) 333 – 3683

For Recipient:  
Charles S Barnhart  
Lock 27 Brewing, LLC  
329 E 1st St  
Dayton, Ohio 45402  
steve@lock27brewing.com  
(937) 433-2739

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 Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

LOCK 27 BREWING, LLC
By: [Signature]
Print name: [Name]
Its: [Title]

CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM AND CORRECTNESS:

[Box] Recoverable Signature

[Box] Signature

Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

[Signature], 2020
Min. / Bk. ______ Pg. ______

Clerk of the Commission
I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

   \[
   \text{Projected} - \text{Actual} = \text{Difference}
   \]

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? (Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)

   *Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
National League of Cities Membership Dues for 2020

The National League of Cities (NLC) is an advocacy organization in the United States that represents the country's 19,000 cities, towns and villages along with 49 state municipal leagues. Created in 1924, it has evolved into a leading membership organization providing education, research, support, and advocacy to city leaders across America. Based in Washington, D.C., it is considered part of the 'Big Seven', a group of organizations that represent local and state governments in the United States. The NLC provides training to municipal officials, holds conferences, lobbies and provides assistance to cities with educational needs. Membership dues are based on each municipality’s census population data. Today, the NLC represents over 2,000 member cities as a convening organization, support network and representative in federal affairs. Leading priorities for the group include the economy, infrastructure, public safety, technology, education and families.

It is recommended that the City of Dayton renew its membership (for the period November 1, 2020 through October 31, 2021) with The National League of Cities to provide advocacy and related services.

A Certificate of Funds in the amount of $10,154.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract  Renewal Contract  Change Order

Contract Start Date  11/01/20
Expiration Date  10/31/21
Original Commission Approval  $10,154.00
Initial Encumbrance  $10,154.00
Remaining Commission Approval  $

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

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

Amount: $10,154.00
Fund Code  10000 - 9980 - 1221 - 99 - XXXX - XXXX

Amount: 
Fund Code  

Fund Code  

Fund Code  XXXX - XXXX - XXXX - XXXX - XXXX

Attach additional pages for more FOAPALs

Vendor Name: National League of Cities
Vendor Address: Membership Lockbox 4047, PO Box 17425, Baltimore, MD 21298-8240
Street  
City  
State  
Zipcode + 4  
Federal ID:  53-0226780
Commodity Code:  961-02
Purpose: membership dues for the period November 1, 2020 through October 31, 2021

Contact Person: Shonda Bryant
DPMB/M&B  10/13/2020
Department/Division  
Date  

Originating Department Director's Signature:  [Signature]
Date:  10/13/2020

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 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:  10/19/2020

CF Prepared by  
Date:  10/19/2020
CF/CT Number  

October 18, 2011
Rashella Lavender  
City Clerk  
City of Dayton  
PO BOX 22  
Dayton, OH 45401-0022  

Date: 09/23/2020  
Invoice #: 169951  
Member #: 0000034030  
Member Since: 11/01/1957  
Membership Expiration: 10/31/2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Discount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Member Dues 11/01/2020 - 10/31/2021</td>
<td>$10,154.00</td>
<td>$0.00</td>
<td>$10,154.00</td>
</tr>
</tbody>
</table>

We offer convenient ways to pay online or by check. To pay online, visit our secure website at https://my.nlc.org/eweb. You will need your MyNLC username and password.

If you prefer to pay by check, please mail your payment to: National League of Cities, Membership Lockbox 4047, PO Box 17425, Baltimore, MD 21298-8240

ACH Instructions:  
Wells Fargo Bank, N.A.  
1300 I St NW, 12th Floor  
Washington, DC 20005  
Account Name: National League of Cities  
Account No.: 56859165  
Routing No.: 021052053  
Email for remittances: finance@nlc.org

If payment was recently sent to NLC, please disregard this invoice.

---

**PLEASE DETACH AND REMIT WITH YOUR PAYMENT**

Invoice #: 169951  
Member #: 0000034030  
Rashella Lavender  
City Clerk  
City of Dayton  
PO BOX 22  
Dayton, OH 45401-0022

Remit Payment To:  
National League of Cities  
Membership Lockbox 4047, PO Box 17425, Baltimore, MD 21298-8240

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice Total</td>
<td>$10,154.00</td>
</tr>
<tr>
<td>Amount Paid</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>PLEASE PAY</strong></td>
<td>$10,154.00</td>
</tr>
</tbody>
</table>

Total Due: $10,154.00  
Amt Remitted: _______
## Current Membership and FY 2020 Membership Dues Adjustment

**Population is determined by the most recent U.S Census**

<table>
<thead>
<tr>
<th>Population</th>
<th>Current</th>
<th>FY 2020</th>
<th>Population</th>
<th>Current</th>
<th>FY 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1,000</td>
<td>$270.89</td>
<td>$276.00</td>
<td>225,001 - 250,000</td>
<td>$13,802.00</td>
<td>$14,064.00</td>
</tr>
<tr>
<td>1,001 - 2,000</td>
<td>$552.08</td>
<td>$563.00</td>
<td>250,001 - 275,000</td>
<td>$14,757.84</td>
<td>$15,038.00</td>
</tr>
<tr>
<td>2,001 - 5,000</td>
<td>$833.27</td>
<td>$849.00</td>
<td>275,001 - 300,000</td>
<td>$15,716.77</td>
<td>$16,015.00</td>
</tr>
<tr>
<td>5,001 - 10,000</td>
<td>$1,150.51</td>
<td>$1,172.00</td>
<td>300,001 - 325,000</td>
<td>$16,677.76</td>
<td>$16,995.00</td>
</tr>
<tr>
<td>10,001 - 20,000</td>
<td>$1,533.67</td>
<td>$1,563.00</td>
<td>325,001 - 350,000</td>
<td>$17,631.54</td>
<td>$17,967.00</td>
</tr>
<tr>
<td>20,001 - 30,000</td>
<td>$1,916.83</td>
<td>$1,953.00</td>
<td>350,001 - 375,000</td>
<td>$18,591.50</td>
<td>$18,945.00</td>
</tr>
<tr>
<td>30,001 - 40,000</td>
<td>$3,355.74</td>
<td>$3,419.00</td>
<td>375,001 - 400,000</td>
<td>$19,548.37</td>
<td>$19,920.00</td>
</tr>
<tr>
<td>40,001 - 50,000</td>
<td>$3,927.39</td>
<td>$4,002.00</td>
<td>400,001 - 425,000</td>
<td>$20,507.30</td>
<td>$20,897.00</td>
</tr>
<tr>
<td>50,001 - 60,000</td>
<td>$4,601.01</td>
<td>$4,688.00</td>
<td>425,001 - 450,000</td>
<td>$21,467.26</td>
<td>$21,875.00</td>
</tr>
<tr>
<td>60,001 - 70,000</td>
<td>$5,563.03</td>
<td>$5,669.00</td>
<td>450,001 - 475,000</td>
<td>$22,420.01</td>
<td>$22,846.00</td>
</tr>
<tr>
<td>70,001 - 80,000</td>
<td>$6,130.56</td>
<td>$6,247.00</td>
<td>475,001 - 500,000</td>
<td>$23,378.94</td>
<td>$23,823.00</td>
</tr>
<tr>
<td>80,001 - 90,000</td>
<td>$6,897.91</td>
<td>$7,029.00</td>
<td>500,001 - 525,000</td>
<td>$24,339.93</td>
<td>$24,802.00</td>
</tr>
<tr>
<td>90,001 - 100,000</td>
<td>$8,050.48</td>
<td>$8,203.00</td>
<td>525,001 - 550,000</td>
<td>$25,290.62</td>
<td>$25,771.00</td>
</tr>
<tr>
<td>100,001 - 125,000</td>
<td>$9,005.29</td>
<td>$9,176.00</td>
<td>550,001 - 575,000</td>
<td>$26,254.70</td>
<td>$26,754.00</td>
</tr>
<tr>
<td>125,001 - 150,000</td>
<td>$9,964.22</td>
<td>$10,154.00</td>
<td>575,001 - 600,000</td>
<td>$27,213.63</td>
<td>$27,731.00</td>
</tr>
<tr>
<td>150,001 - 175,000</td>
<td>$10,928.30</td>
<td>$11,136.00</td>
<td>600,001 - 625,000</td>
<td>$28,172.56</td>
<td>$28,708.00</td>
</tr>
<tr>
<td>175,001 - 200,000</td>
<td>$11,881.05</td>
<td>$12,107.00</td>
<td>625,001 - 650,000</td>
<td>$29,131.49</td>
<td>$29,708.00</td>
</tr>
<tr>
<td>200,001 - 225,000</td>
<td>$12,842.04</td>
<td>$13,086.00</td>
<td>650,001 - 675,000</td>
<td>$30,090.41</td>
<td>$30,708.00</td>
</tr>
<tr>
<td>225,001 - 250,000</td>
<td>$13,796.04</td>
<td>$14,073.00</td>
<td>675,001 - 700,000</td>
<td>$31,049.34</td>
<td>$31,708.00</td>
</tr>
<tr>
<td>Over 1,666,667</td>
<td>$46,350.00</td>
<td>$47,231.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
We Value Your Membership!

Rashella Lavender
City Clerk
City of Dayton
PO BOX 22
Dayton, OH 45401-0022

Dear Rashella,

It has been a pleasure to serve City of Dayton as a member of the National League of Cities (NLC). Our records indicate that your NLC membership will expire on 10/31/2020. We know these are challenging times and NLC is here to support your community.

We remain flexible and NLC is committed to working with your municipality. We offer a number of options to pay your dues.

Our records indicate that you are the billing contact for City of Dayton. If this has changed or if you have any questions, please contact our membership team at membership@nlc.org or call 877-827-2385.

Sincerely,

Katrina Loraine Amos Washington
Director, Member Services and Engagement
washington@nlc.org

2020 OFFICERS

President
Joe Buscaino
Councilmember
Los Angeles, California

First Vice President
Kathy Haness
Councilmember
Lexington, South Carolina

Second Vice President
Vince Williams
Mayor
Union City, Georgia

Immediate Past President
Matt Zone
Councilmember
Cleveland, Ohio

Chief Executive Officer/
Executive Director
Clarence E. Anthony

Regional Membership Representatives

KATRINA AMOS
WASHINGTON
Director, Member Services & Engagement
(202) 626-3151
washington@nlc.org

TIMOTHY EVANS
Northeast/Mid-Atlantic Region
(202) 626-3014
evans@nlc.org

ALEJANDRA PIERS-TORRI
Midwest Region
(202) 626-3058
Piers-Torres@nlc.org

KIRK ROSS
West Region
(501) 317-0177
ross@nlc.org

KATIE COLTEN
South Region
(202) 626-3160
kcolten@nlc.org
Dayton CARES Act Small Business Capital Grant Agreement – Oakwood Car Wash LLC

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Oakwood Car Wash LLC, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business pay for new sanitation equipment. This grant is funded by the City of Dayton’s CARES Act allocation and will help Oakwood Car Wash LLC, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding an $11,982.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

A Certificate of Funds and a copy of the Grant Agreement are attached.
"11898-City Managers Report v.2" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)  
2020-10-21 - 2:15:58 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature  
2020-10-21 - 2:16:10 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)  
2020-10-21 - 2:18:58 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)  
Signature Date: 2020-10-21 - 2:19:33 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.  
2020-10-21 - 2:19:33 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>10/28/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>11/30/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 11,982.00</td>
<td>$ 11,982.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 11,982.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Required Documentation**

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

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$ 11,982.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
<td>28133 - 2340 - 1385 - 31 - CRF07 - XXXX</td>
</tr>
</tbody>
</table>

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

**Attach additional pages for more FOAPALS**

- Vendor Name: Oakwood Car Wash LLC
- Vendor Address: 444 Patterson Road, Dayton, Ohio 45419
- Federal ID: 83-3225626
- Commodity Code: 90948
- Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Susan Vincent, ext 3683</th>
<th>Planning &amp; Community Development</th>
<th>10/15/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originating Department Director's Signature:</td>
<td>[Signature]</td>
<td>Department/Division</td>
<td>Date</td>
</tr>
</tbody>
</table>

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] 10/31/2020

CF Prepared by

[Signature] 10/31/2020

CF/CT Number

[Signature] 10/21/2020

Finance Department

October 18, 2011
"11898-CF (Oakwood Car Wash)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-15 - 7:48:21 PM GMT - IP address: 75.186.30.18

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-15 - 7:48:37 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-15 - 8:14:39 PM GMT - IP address: 198.30.33.2

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-15 - 8:15:10 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2020-10-15 - 8:15:10 PM GMT
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and OAKWOOD CAR WASH LLC, an Ohio For Profit Limited Liability Company ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant ("City Grant") in the amount of Eleven Thousand Nine Hundred Eighty-Two Dollars and Zero Cents ($11,982.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

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

ARTICLE 1. RECIPIENT.

Oakwood Car Wash LLC is a locally owned Dayton, Ohio small business that operates a full service car wash and detailing company located in Patterson Park.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Eleven Thousand Nine Hundred Eighty-Two Dollars and Zero Cents ($11,982.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered "Eligible Expenses" that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces;

3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient 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. Recipient 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. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any 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.

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

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

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

ARTICLE 7. TERM AND TERMINATION.
This Agreement shall terminate November 30, 2020 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 Recipient’s assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient’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 Recipient to remedy such failure within thirty (30) days from the date of written notice from City.
4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. 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 8. INDEMNIFICATION.
Recipient 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 Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.
Recipient 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 10. POLITICAL CONTRIBUTIONS.

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

ARTICLE 11. RECORDS AND RETENTION.

Recipient 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 City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed 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, Recipient 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. Recipient 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 Recipient 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 five (5) 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, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.

Recipient 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 Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
ARTICLE 13. GENERAL PROVISIONS.

A. Conflict of Interest. Recipient 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. Recipient 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: Susan Vincent
Planning and Community Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401
Susan.vincent@daytonohio.gov
(937) 333 - 3683
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 Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

**OAKWOOD CAR WASH LLC**
By:  
Print name: **Peggy D'Amico**
Its: **Peggy D'Amico**

**CITY OF DAYTON, OHIO**

City Manager

Date

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

Min. / Bk. __________ Pg. __________

Clerk of the Commission

**APPROVED AS TO FORM AND CORRECTNESS:**

☑ Recoverable Signature

**X** Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia
<table>
<thead>
<tr>
<th>Item</th>
<th>Eligible Expense Category</th>
<th>Type of Improvement</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,750.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$338.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$53.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ineligible expenses**

<table>
<thead>
<tr>
<th>Item</th>
<th>Eligible Expense Category</th>
<th>Type of Improvement</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Germicidal cleaner</td>
<td>Sanitation</td>
<td></td>
<td>$115</td>
<td>1</td>
<td></td>
<td>$575.00</td>
</tr>
<tr>
<td>PPE Masks and gloves-per-month</td>
<td>Sanitation</td>
<td></td>
<td>$100</td>
<td>1</td>
<td></td>
<td>$600.00</td>
</tr>
</tbody>
</table>

**Total Grant Request** $11,982.00
I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

\[
\text{Projected} \quad \quad \quad \quad \text{Actual} \quad \quad \quad \quad \text{Difference}
\]

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? (Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)

*Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the "backup reference" column in your detailed excel report.
City Manager’s Report

From 2340 - Planning & CD / Land Use Administration
Supplier, Vendor, Company, Individual
Name Ram Pride, LLC, DBA Gem City Car Wash
Address 3115 N. Gettysburg Ave
Dayton, Ohio 45405

Date October 28, 2020
Expense Type Grant Agreement
Total Amount $15,000.00 (thru 11/30/2020)

Fund Source(s)  Fund Code(s)  Fund Amount(s)
Coronavirus Aid, Relief, and Economic Security (CARES) Act  28133-2340-1385-31-CRF07  $15,000.00

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

Description

Dayton CARES Act Small Business Capital Grant Agreement – Ram Pride, LLC, DBA Gem City Car Wash

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Ram Pride, LLC, DBA Gem City Car Wash, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business improve their outdoor service area with new lights to allow extended hours of operation in support of social distancing. This grant is funded by the City of Dayton’s CARES Act allocation and will help Ram Pride, LLC, DBA Gem City Car Wash, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $15,000.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019
"11979-City Managers Report (Gem City Car Wash)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-19 - 4:53:22 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-19 - 4:53:38 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-19 - 5:00:13 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-19 - 5:00:51 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-19 - 5:00:51 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>10/28/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td></td>
<td>11/30/20</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$15,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$15,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Documentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial City Manager's Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Certificate of Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Agreement/Contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amount: $15,000.00

Fund Code

<table>
<thead>
<tr>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
<tbody>
<tr>
<td>28133</td>
<td>2340</td>
<td>1385</td>
<td>31</td>
<td>CRF07</td>
<td>XXXX</td>
</tr>
</tbody>
</table>

Fund Code

<table>
<thead>
<tr>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXXX</td>
<td>XXXX</td>
<td>XXXX</td>
<td>XXXX</td>
<td>XXXX</td>
<td>XXXX</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: Ram Pride, LLC, DBA Gem City Car Wash
Vendor Address: 3115 N Gettysburg Ave, Dayton, Ohio 45405
Federal ID: 47-3009409
Commodity Code: 90900
Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.
Contact Person: Susan Vincent, ext 3683
Planning & Community Development Department/Division Date 10/21/2020

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date 10/21/2020
CF Prepared by [Signature]
Date 10/21/2020
CF/CT Number CT20-2474

SA 10/21/2020

October 18, 2011
"11979-CF (Gem City Car Wash)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-21 - 2:18:28 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-21 - 2:18:46 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-21 - 2:19:41 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-21 - 2:20:17 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-21 - 2:20:17 PM GMT
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and RAM PRIDE, LLC, DBA GEM CITY CAR WASH an Ohio For Profit Limited Liability Company ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant ("City Grant") in the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

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

ARTICLE 1. RECIPIENT.
Ram Pride, LLC, DBA Gem City Car Wash is a locally-owned Dayton, Ohio small business that operates a car wash in the Northern Hills neighborhood.

ARTICLE 2. PAYMENT.
City will provide Recipient a City Grant in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.
The City and Recipient agree that the following items shall be considered “Eligible Expenses” that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including
new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces;
3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient 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. Recipient 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. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any 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.
C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

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

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

ARTICLE 7. TERM AND TERMINATION.

This Agreement shall terminate November 30, 2020 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 Recipient’s assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient’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 Recipient to remedy such failure within thirty (30) days from the date of written notice from City.
4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. 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 8. INDEMNIFICATION.

Recipient 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 Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient 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 10. POLITICAL CONTRIBUTIONS.
Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 11. RECORDS AND RETENTION.
Recipient 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 City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed 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, Recipient 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. Recipient 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 Recipient 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 five (5) 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 commence prior to the expiration of the three-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.
Recipient 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 Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 13. GENERAL PROVISIONS.
A. Conflict of Interest. Recipient 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. Recipient 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: Susan Vincent
Planning and Community Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401
Susan.vincent@daytonohio.gov
(937) 333 – 3683

For Recipient: William Lumpkin
Ram Pride, LLC, DBA Gem City Car Wash
3115 N Gettysburg Ave
Dayton, Ohio 45405
(937) 305-8477
rampridellc@gmail.com

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 Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

RAM PRIDE, LLC
By: _____________________________
Print name: William A. Lumpkin
Its: Member

CITY OF DAYTON, OHIO

__________________________________________
City Manager

__________________________________________
Date

APPROVED AS TO FORM AND CORRECTNESS:

☑ Recoverable Signature

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

__________________________________________
Date, 2020

Min. / Bk. _______ Pg. _______

Clerk of the Commission
<table>
<thead>
<tr>
<th>Item</th>
<th>Eligible Expense Category</th>
<th>Type of Improvement</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Lighting Package</td>
<td>Furniture and Fixtures</td>
<td>$11,995.00</td>
<td>1</td>
<td>$11,995.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Electrician Labor</td>
<td>Labor</td>
<td>$5,000.00</td>
<td>1</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interior materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Grant Request**: $16,995.00

**Eligible Expense**

- **Point of Sale Equipment Upgrade**
  - Furniture and Fixtures
  - Interior materials
  - $25,000.00
  - 1
  - $25,000.00

---

**Business Name**: Rem Pride LLC
**Phone number for payment/budget questions**: 517-305-8477
**Application Contact Name**: William A. Lumpkin
**Email Address for payment/budget questions**: lumpkin@lumpkin.com
**Mailing address for grant check**: 1125 N. Wycliff Avenue
**City**: Dayton
**State**: OH
**Zip**: 45406
I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

   
   
   
   
   
   
   
   
   
   Projected - Actual = Difference

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? (Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)

   *Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
City Manager’s Report

From: 2340 - Planning & CD / Land Use Administration
 Supplier, Vendor, Company, Individual
Name: SueJan, INC. DBA Jimmie’s Ladder 11
Address: 936 Brown Street
Dayton, Ohio 45409

Expense Type: Grant Agreement
Total Amount: $12,484.00 (thru 11/30/2020)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coronavirus Aid, Relief, and Economic Security (CARES) Act</td>
<td>28133-2340-1385-31-CRF07</td>
<td>$12,484.00</td>
</tr>
</tbody>
</table>

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

Description:

Dayton CARES Act Small Business Capital Grant Agreement – SueJan, INC. DBA Jimmie’s Ladder 11

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with SueJan, INC. DBA Jimmie’s Ladder 11, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business improve their outdoor seating area and add interior air filtration systems in support of social distancing. This grant is funded by the City of Dayton’s CARES Act allocation and will help SueJan, INC. DBA Jimmie’s Ladder 11, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $12,484.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 1/2019
11971-City Managers Report (Jimmies Ladder 11)
Final Audit Report 2020-10-19

Created: 2020-10-19
By: Miranda Brooks (miranda.brooks@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCABAAvKqd67Cqu0KG64iQqQd6MRmQRdQ9RTY

"11971-City Managers Report (Jimmies Ladder 11)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-19 - 4:50:52 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-19 - 4:51:10 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-19 - 4:56:14 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-19 - 4:58:41 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-19 - 4:58:41 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>10/28/20</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>11/30/20</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$12,484.00</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$12,484.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NO DRAFT DOCUMENTS PERMITTED

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:** $12,484.00

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>28133 - 2340 - 1385 - 31 - CRF07 - XXXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

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

Attach additional pages for more FOAPALS

**Vendor Name:** SueJan, INC. DBA Jimmie’s Ladder 11

**Vendor Address:** 936 Brown Street, Dayton, Ohio 45409

**Federal ID:** 26-0087444

**Commodity Code:** 90948

**Purpose:** Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

**Contact Person:** Susan Vincent, ext 3683

**Planning & Community Development Department/Division:** 10/15/2020

**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.

**Finance Director Signature:** [Signature]

**Date:**

**CF Prepared by:** [Signature]

**CF/CT Number:** [Signature]

Oct 18, 2011

Finance Department
"11971-CF (Jimmies Ladder 11)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-15 - 7:58:21 PM GMT- IP address: 75.186.33.18

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-15 - 7:58:37 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-15 - 8:12:07 PM GMT - IP address: 198.30.33.2

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-15 - 8:12:20 PM GMT - Time Source: server- IP address: 198.30.33.2

Agreement completed.
2020-10-15 - 8:12:20 PM GMT
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and SUEJAN, INC. DBA JIMMIE’S LADDER 11, an Ohio corporation ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant ("City Grant") in the amount of Twelve Thousand Four Hundred Eighty-Four Dollars and Zero Cents ($12,484.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

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

ARTICLE 1. RECIPIENT.

SueJen, INC. DBA Jimmie's Ladder 11 is a locally-owned Dayton, Ohio small business that operates a full service restaurant and event venue located in the Southpark neighborhood.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Twelve Thousand Four Hundred Eighty-Four Dollars and Zero Cents ($12,484.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered “Eligible Expenses” that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces;
3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to, operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient 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. Recipient 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. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any 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.

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

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

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

ARTICLE 7. TERM AND TERMINATION.
This Agreement shall terminate November 30, 2020 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 Recipient’s assets is appointed by a court of competent jurisdiction.

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

3. Recipient’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 Recipient to remedy such failure within thirty (30) days from the date of written notice from City.

4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.

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

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. 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 8. INDEMNIFICATION.
Recipient 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 Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.
Recipient 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 10. POLITICAL CONTRIBUTIONS.
Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 11. RECORDS AND RETENTION.
Recipient 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 City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed 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, Recipient 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 designee, all of its Records related to this Agreement. Recipient 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 Recipient 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 five (5) 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, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.
Recipient 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 Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
ARTICLE 13. GENERAL PROVISIONS.

A. **Conflict of Interest.** Recipient 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. Recipient 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: 
Susan Vincent
Planning and Community Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401
Susan.vincent@daytonohio.gov
(937) 333 - 3683
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 Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

SUEJAN, INC.

By: [Signature]

Print name: Susanne R Brandell

Its: Owner/Operator

CITY OF DAYTON, OHIO

City Manager

_________________________

Date

APPROVED AS TO FORM
AND CORRECTNESS:

☑ Recoverable Signature

X Amelia N. Blankenship for

City Attorney

Signed by: Blankenship, Amelia

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

_________________________

Min. / Bk.: _______ Pg.: _______

_________________________

Clerk of the Commission
<table>
<thead>
<tr>
<th>Item</th>
<th>Category</th>
<th>Vendor</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Curbside Parking signs</td>
<td>Campus support</td>
<td>Fast Signs</td>
<td>$ 75.77</td>
<td>1</td>
<td>$ 75.77</td>
</tr>
<tr>
<td>2</td>
<td>Sand buckets, trash cans</td>
<td>Covid compliance</td>
<td>Restoring Cost Info Equipment</td>
<td>$ 162.31</td>
<td>1</td>
<td>$ 162.31</td>
</tr>
<tr>
<td>3</td>
<td>Hand Sanitizer stations</td>
<td>Covid compliance</td>
<td>Abner</td>
<td>$ 835.00</td>
<td>1</td>
<td>$ 835.00</td>
</tr>
<tr>
<td>4</td>
<td>Pallet barriers</td>
<td>Covid compliance</td>
<td>Abner</td>
<td>$ 150.00</td>
<td>1</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>5</td>
<td>Recover existing patio awning, add roll down curtains</td>
<td>Patio upgrade</td>
<td>Glass Awnings</td>
<td>$ 11,215.00</td>
<td>1</td>
<td>$ 11,215.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Grant Request: $ 32,484.79**

**Indigent expenses**

| Single-use menus, wall signs, laminated | PPE | FIDAX | $ 422.27 | 1 | $ 422.27 |
| Paper for single-use bar menu | PPE | Marcus Paper | $ 45.75 | 1 | $ 45.75 |
| Digital Thermometer | PPE | West Lab | $ 58.02 | 1 | $ 58.02 |
| Prepaid food cards | Covid compliance | Web Restaurant Store | $ 542.00 | 1 | $ 542.00 |
| Single-use disposables to-go items | Covid compliance | US Foods | $ 1,500.00 | 1 | $ 1,500.00 |
| Old employee manuals | PPE | Marlyn Bracelet | $ 1,000.00 | 1 | $ 1,000.00 |
I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

   \[
   \text{Projected} - \text{Actual} = \text{Difference}
   \]

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? *(Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)*

   *Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
City Manager’s Report

Date: October 28, 2020

Expense Type: Grant Agreement
Total Amount: $13,943.00 (thru 11/30/2020)

From: 2340 - Planning & CD / Land Use Administration
Supplier, Vendor, Company, Individual: Veritas Foods, LLC, DBA Roost Modern Italian
Address: 524 E. Fifth Street, Dayton, Ohio 45402

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coronavirus Aid, Relief, and Economic Security (CARES) Act</td>
<td>28133-2340-1385-31-CRF07</td>
<td>$13,943.00</td>
</tr>
</tbody>
</table>

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

Description:

Dayton CARES Act Small Business Capital Grant Agreement – Veritas Foods, LLC, DBA Roost Modern Italian

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with Veritas Foods, LLC, DBA Roost Modern Italian, to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business pay for new indoor air filtration systems and new outdoor furniture and fixtures for their pop-up patio. This grant is funded by the City of Dayton’s CARES Act allocation and will help Veritas Foods, LLC, DBA Roost Modern Italian, alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $13,943.00 grant to pay for eligible expenses that will be incurred by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 1/2019
"11815-City Managers Report (Roost)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-19 - 4:57:28 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-19 - 4:57:44 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-19 - 5:02:42 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-19 - 5:03:39 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-19 - 5:03:39 PM GMT
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date 10/28/20
Expiration Date 11/30/20

Original Commission Approval $ 13,943.00

Initial Encumbrance $ 13,943.00

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: $ 13,943.00

Fund Code 28133 - 2340 - 1385 - 31 - CRF07 - XXXX

Fund Org Acct Prog Act Loc

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: VERITAS FOODS, LLC, DBA Roost Modern Italian

Vendor Address: 524 E. Fifth Street, Dayton, Ohio 45402

Street City State Zip code + 4

Federal ID: 47-1244046

Commodity Code: 90948

Purpose: Grant award to fund necessary expenses that address the physical alterations required due to the COVID19 health crisis including capital health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683

Planning & Community Development Department/Division 10/15/2020

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: 10/30/2020

Date

CF Prepared by 10/30/2020

Date

CF/CT Number C720-2643

S A 10/20/2020

Finance Department

October 18, 2011
11815-CF (Roost)
Final Audit Report

Created: 2020-10-15
By: Miranda Brooks (miranda.brooks@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAAABAA_p_kOeVGBCeqyBb02SSsJFGhuW5F2Qxdbd

"11815-CF (Roost)" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-15 - 7:13:05 PM GMT- IP address: 75.186.30.18

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-15 - 7:13:21 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-15 - 8:20:18 PM GMT- IP address: 198.30.33.2

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-15 - 8:20:30 PM GMT - Time Source: server- IP address: 198.30.33.2

Agreement completed.
2020-10-15 - 8:20:30 PM GMT
CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City"), and VERITAS FOODS, LLC, DBA ROOST MODERN ITALIAN, an Ohio For Profit Limited Liability Company, ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small Business Capital Grant ("City Grant") in the amount of Thirteen Thousand Nine Hundred Forty-Three Dollars and Zero Cents ($13,943.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

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

ARTICLE 1. RECIPIENT.

VERITAS FOODS, LLC, DBA Roost Modern Italian, is a locally-owned Dayton, Ohio small business that operates a full service restaurant and bar.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Thirteen Thousand Nine Hundred Forty-Three Dollars and Zero Cents ($13,943.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered “Eligible Expenses” that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;

2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including
new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces; and,

3) Any of the eligible expenses identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient’s business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient’s business started operating prior to March 27, 2020.

In the event Recipient’s representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient 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. Recipient 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. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any 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.
C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

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

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

ARTICLE 7. TERM AND TERMINATION.
This Agreement shall terminate November 30, 2020 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 Recipient’s assets is appointed by a court of competent jurisdiction.

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

3. Recipient’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 Recipient to remedy such failure within thirty (30) days from the date of written notice from City.

4. Recipient’s violation of any applicable federal, state, or local law applicable to the City Grant or CARES Act.

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

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within ten (10) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. 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 8. INDEMNIFICATION.
Recipient 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 Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient’s failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.
Recipient 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 10. POLITICAL CONTRIBUTIONS.

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

ARTICLE 11. RECORDS AND RETENTION.

Recipient 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 City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed 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, Recipient 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. Recipient 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 Recipient 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 five (5) 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, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 12. TAX REPRESENTATION.

Recipient 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 Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 13. GENERAL PROVISIONS.

A. Conflict of Interest. Recipient 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. Recipient 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: 
   Susan Vincent
   Planning and Community Development
   City of Dayton
   P.O. Box 22, 101 W. Third Street
   Dayton, OH 45401
   Susan.vincent@daytonohio.gov
   (937) 333-3683

   For Recipient: 
   Dana Downs
   VERITAS FOODS, LLC, DBA Roost Modern Italian
   524 E. Fifth Street
   Dayton, Ohio 45402
   roostmi@icloud.com
   937-603-0333

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 Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.
VERITAS FOODS, LLC, DBA
ROOST MODERN ITALIAN

By: ____________________________

Print name: Dana Downs

Its: ____________________________

CITY OF DAYTON, OHIO

City Manager

Date

APPROVED AS TO FORM
AND CORRECTNESS:

10/7/2020

× Amelia N. Blankenship for

City Attorney

Signed by: Blankenship, Amelia

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

_____________________________________, 2020

Min. / Bk. _______ Pg. _______

Clerk of the Commission
<table>
<thead>
<tr>
<th>Item</th>
<th>Style Expense Category</th>
<th>Type of Improvement</th>
<th>Unit Cost</th>
<th>per</th>
<th>Quantity</th>
<th>Total</th>
<th>Backup</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: Table</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$240.00</td>
<td>4</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2: Bistro</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$74.75</td>
<td>66</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3: Tax</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$237.62</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4: Bar</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$500.99</td>
<td>2</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5: Whipping</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$147.06</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6: Tax</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$44.88</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7: Umbrella Stand</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$55.98</td>
<td>8</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8: Tax</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$29.96</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9: Ladies</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$157.40</td>
<td>7</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10: Bar</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$20.12</td>
<td>5</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11: Nibbles</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$140.00</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12: Tax</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$31.18</td>
<td>3</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13: Square Table</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$326.66</td>
<td>5</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14: Tables</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$136.99</td>
<td>10</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15: Double sink</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$66.54</td>
<td>3</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16: Double Mobile Bar</td>
<td>Furniture and Fixtures</td>
<td>Pop-up Patio construction</td>
<td>$7,707.96</td>
<td>5</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Discount applied to: 1, 2, 4, 6, 13, and 16. 

Total Grant Request $13,942.79
# CARES Act Small Business Capital Grant

--- FINAL REPORT ---

<table>
<thead>
<tr>
<th>Business name</th>
<th>Veritas Foods LLC</th>
<th>Date</th>
<th>10/09/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>524 E 5th St. Dayton, OH</td>
<td>Grant number</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td>45402</td>
<td>Grant amount</td>
<td>$</td>
</tr>
</tbody>
</table>

**Final report completed by:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Dana Downs</th>
<th>Phone</th>
<th>937-603-0333</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Owner</td>
<td>Email</td>
<td><a href="mailto:Dana@roostdayton.com">Dana@roostdayton.com</a></td>
</tr>
</tbody>
</table>

## I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

   With the increased seating of 48 guests on the street patio, Roost has seen a 48% increase in revenues. This impact has helped give Roost ample cash flow and has allowed us to hire back the majority of our staff. Thank you

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?
   - We have 20 employees versus 12

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you’ve experienced during the grant period. How did they cause you to adjust what you were doing?

   We learned about the HVAC modification, and are very excited to have it installed so that we can promote it on social media to increase the awareness the safety of our interior space.
3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

“Thank you Roost for providing the street dining experience. It was my first post-quarantine dining experience and I felt super safe and secure.”-Guest

---

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

\[
\begin{array}{ccc}
\text{Projected} & \text{TBD} & \text{Actual} & \text{Difference}
\end{array}
\]

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? *(Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.)*

*Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.*

---

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the “backup reference” column in your detailed excel report.
IMPROVEMENT RESOLUTION

Declaring that it is Necessary to Repair Sidewalks, Curbs and Gutters at 331 and 344 Smith Street.

WHEREAS, The City has determined that it is necessary to construct or repair sidewalks, curbs and gutters within the City of Dayton, and,

WHEREAS, Pursuant to Ohio Revised Code §729.02 and the Revised Code of General Ordinances of the City of Dayton, R.C.G.O. §129, the City Commission may require such construction or repairs, and,

WHEREAS, The City has identified specific areas where it is necessary to construct or repair sidewalks, curbs and gutters, driveways and downspout drains within the City of Dayton, now, therefore,

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

Section 1. That sidewalks, curbs and gutters be constructed or repaired at 331 and 344 Smith Street. Said sidewalks, curbs and gutters shall be constructed or repaired of concrete in accordance with the plans, profiles, and specifications now on file in the office of the Department of Public Works and with the Clerk of Commission, which are hereby approved.

Section 2. That should any of the owners of property abutting said sidewalks, curbs and gutters fail to construct or repair the sidewalks, curbs and gutters in front of their respective properties within thirty (30) days from the service of this resolution, or the completion of publication, then the Director of the Department of Public Works of said City shall proceed, in accordance with law, to construct or repair or have constructed or repaired, said sidewalks, curbs and gutters at the expense of such delinquent owner or owners, and such expense shall be assessed upon the property bounding and abutting upon the sidewalks, curbs and gutters so constructed or repaired by said City, and said Department shall proceed by direct employment of labor, or by contract, to carry out the said construction or repair.
Section 3. That the Clerk of Commission be and is hereby directed to cause a written notice of the adoption of this resolution to be served as required by law.

Adopted by the Commission............................ 2020
Signed by the Mayor....................................... 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
October 19, 2020

TO: Shelley Dickstein  
City Manager

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

SUBJECT: Resolution for Curb & Sidewalk Assessment at 331 & 344 Smith Street

Attached is the Resolution declaring the necessity to repair sidewalks, curb, and gutters at 331 & 344 Smith Street. Please present this Resolution to the City Commission.

The property owners at 331 & 344 Smith Street purposefully removed the sidewalk abutting their properties causing tripping hazards and accessibility issues. The Division of Civil Engineering has received multiple complaints and sent letters asking them to make the repairs; however no action to make repairs has been attempted.

If you have any questions or need additional information, please contact me at x4073.

FMS/atm

Attachment