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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearings: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
   4:30 PM - PRC
   https://www.daytonohio.gov/govtv

17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)
The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:
(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

   AVIATION
   A1. BNC Group USA LLC (crash phone system upgrade and software
       maintenance renewal) $44,367.00
1. (Cont’d):

**FINANCE**

| B1. Friends Service Company, Inc. dba FriendsOffice (office furniture including delivery and installation services) | $29,186.94 |

**FIRE**

| C1. Atlantic Emergency Solutions, Inc. (rescue ropes and shore trench kit) | 28,767.50 |
| C2. Howell Rescue Systems, Inc. (Genesis brand rescue tools, preventative maintenance and repairs as needed through 12/31/24) | 89,950.00 |
| C3. Montgomery County (radio communication user fees as needed through 12/31/21) | 68,585.00 |

**PUBLIC WORKS**

| D1. Garland/DBS, Inc. PO211246 (building gutter repairs) | 36,202.00 |
| D2. Garland/DBS, Inc. PO211248 (roof repair and replacement including removal and installation services) | 375,000.00 |
| D3. Graybar Electric Company, Inc. (street lighting poles, materials and related items as needed through 12/31/21) | 20,000.00 |
| D4. Kendall Electric, Inc. (electrical parts supplies and related items as needed through 12/31/21) | 40,000.00 |
| D5. Pryor Funeral Home LLC, formerly Greater Dayton Crematory Service (indigent burial services as needed through 12/31/21) | 10,000.00 |
| D6. Weifenbach Marble & Tile Company (carpet tiles and related items including removal and installation services) | 14,704.00 |
| D7. WESCO Distribution Inc. (street lighting poles, materials and related items as needed through 12/31/21) | 30,000.00 |

**WATER**

| E1. DXP Enterprises Inc. (Vertiflo 720 Duplex Pump and Control System) | 31,382.00 |
| E2. WESCO Distribution Inc. (Eaton and Westinghouse electrical parts as needed through 12/31/23) | 120,000.00 |
| E3. A-C Equipment Services Corp. (lime kiln maintenance and repair services as needed through 12/31/21) | 55,000.00 |
| E4. Univar Solutions USA, Inc. (hydrofluorsilicic acid as needed through 12/31/22) | 175,000.00 |

-Depts. of Aviation, Finance, Fire, Public Works, and Water.

**Total:** $1,168,144.44
2. **ARCADIS US, Inc. – Service Agreement** - for engineering evaluation, design and construction services for generator installation – Department of Water. $465,000.00 (Thru 12/31/24)

3. **Green & Green Lawyers – Service Agreement** – for professional services on an “as-needed” basis to assist in the development of Department of Water goals, objectives, and priorities as identified by the City – Department of Water. $150,000.00 (Thru 12/31/23)

**B. Construction Contracts:**

4. **Double Jay Construction, Inc. – Award of Contract** – for the Huffman Area Water Main Improvements (10% SBE and 10% MBE Participation Goal/10.01% SBE and 10% MBE Participation Achieved) - Department of Water $1,594,835.00 (Thru 9/30/23)

5. **L.J. DeWeese Co. Inc. – Award of Contract** – for the Morton Avenue & Garrett Street Water Main Improvements (10% MBE Participation Goal/10% MBE Participation Achieved) - Department of Water $1,012,594.17 (Thru 5/31/23)

**IV. LEGISLATION:**

**Emergency Ordinances – First Reading & Second Reading**


7. **No. 31932-21** Authorizing the City Manager to Execute a Real Estate Sale Contract, Authorizing the Conveyance of Real Property, and Declaring an Emergency.
Emergency Resolutions – First and Second Reading:

8. No. 6615-21  Authorizing the Acceptance of a Cooperative Agreement with the U.S. Department of State, U.S. Embassy Bosnia and Herzegovina, in the amount of One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

9. No. 6616-21  Withdrawing the Objection to the Issuance of Liquor Permit No. 0346763, B&B Lounge, 2914 Salem Avenue, Dayton, Ohio 45406, and Declaring an Emergency.

10. No. 6617-21  Authorizing the Acceptance of a Grant Award from the Attorney General of Ohio in an Amount not to exceed Thirty-Two Thousand Two Hundred Eighty-Two Dollars and Zero Cents ($32,282.00) on behalf of the City of Dayton, and Declaring an Emergency.

Ordinances – Second Reading


12. No. 31930-21  Enacting Sections 112.45 through 112.48 of the Revised Code of General Ordinances to Establish Regulation of Massage Services.

Resolution – First Reading

13. No. 6618-21  Honorarily Naming South Orchard Avenue Between West Third Street and Home Avenue as “John McClendon, Jr. Way.”
VI. MISCELLANEOUS:

ORDINANCE NO. 31933-21

RESOLUTION NO. 6619-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 994-21
City Manager’s Report

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

Date November 3, 2021
Expense Type Purchase Order
Total Amount $1,168,144.44

2021 Purchase Orders

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

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

Description

AVIATION

(A1) P0211236 – BNC GROUP USA LLC., FORT LAUDERDALE, FL
- Crash phone system upgrade and software maintenance renewal.
- These goods and services are required to bridge communication between the Air Traffic Control Tower, Airport Police Dispatch, Regional Dispatch and the Airport Fire Department in case of aircraft emergencies during flight operations.
- BNC Group USA LLC is recommended as the sole source for these proprietary services; therefore, this purchase was negotiated.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2021</td>
<td>DIA Airport Operations</td>
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<td>$44,367.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Division
Diane D. Cronin 10.26.21
Department
Sheila A. Bowers
City Manager
FORM NO. MS-16

Updated 06/2016
FINANCE

(B1) P0211249 – FRIENDS SERVICE COMPANY, INC. dba FRIENDSOFFICE, MORaine, OH

- Office furniture including delivery and installation services.
- These goods and services are required to replace old furnishings worn beyond economical repair for multiple offices within the Department of Finance.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 17047D with pricing through 9/30/2022.
- The Department of Finance recommends approval of this order.

<table>
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FIRE

(C1) P0211239 – ATLANTIC EMERGENCY SOLUTIONS, INC., MANASSAS, VA

- Rescue ropes and shore trench kit.
- These goods are required to replenish inventory of safety items for City’s fire personnel.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB D21004 with pricing through 12/31/2023.
- The Department of Fire recommends approval of this order.

<table>
<thead>
<tr>
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</table>

(C2) P0211238 – HOWELL RESCUE SYSTEMS, INC., KETTERING, OH

- Genesis brand rescue tools, preventative maintenance and repairs as needed through 12/31/2021.
- These goods and services are required to maintain two (2) rescue trucks that are currently equipped with Genesis hydraulic rescue tools and accessories.
- Howell Rescue Systems, Inc. is the sole regional distributor of Genesis brand parts; therefore, this purchase was negotiated.
- The Department of Fire requests additional authority of $69,000.00 through 12/31/2024.
- The Department of Fire recommends approval of this order.

<table>
<thead>
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<th>Fund Source(s)</th>
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<td>$3,000.00</td>
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FIRE

(C3) P0210540 – MONTGOMERY COUNTY, DAYTON, OH
• Radio communication user fees as needed through 12/31/2021.
• These fees are required to cover the licensure, use, maintenance and support costs of the P25 radio communication system for the City’s participation in the Montgomery County Regional Radio Council covering the Departments of Aviation, Fire, and Water.
• This amendment increases the previously authorized amount of $369,280.00 by $68,585.00 for a total not to exceed $437,865.00 and therefore requires City Commission approval.
• Montgomery County qualifies as a Dayton local entity.
• The Departments of Aviation, Fire and Water recommend approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</table>

PUBLIC WORKS – PROPERTY MANAGEMENT

(D1) P0211246 – GARLAND/DBS, INC., CLEVELAND, OH
• Building gutter repairs.
• These goods and services are required to repair roof damage at Public Works Building 23.
• Rates are in accordance with the public, cooperative bid established by the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
• The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
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</tbody>
</table>
PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)

(D2) P0211248 – GARLAND/DBS, INC., CLEVELAND, OH
- Roof repair and replacement including removal and installation services.
- These goods and services are required to replace roofing at the One Stop Building.
- Rates are in accordance with the public, cooperative bid established by the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
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</table>

(D3) P0211055 – GRAYBAR ELECTRIC COMPANY, INC., DAYTON, OH
- Street lighting poles, materials and related items as needed through 12/31/2021.
- These goods are required for street lighting projects.
- Rates are in accordance with a public, cooperative price agreement established by the US Communities Contract #EV-2370.
- This amendment increases the previously authorized amount of $35,000.00 by $20,000.00 for a total not to exceed $55,000.00 and therefore requires City Commission approval.
- Graybar Electric Company, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
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<td>$20,000.00</td>
</tr>
</tbody>
</table>

(D4) P0210755 – KENDALL ELECTRIC, INC., DAYTON, OH
- Electrical parts supplies and related items as needed through 12/31/2021.
- These goods are required to maintain existing electrical equipment for facilities throughout the City.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20003N with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $30,000.00 by $40,000.00 for a total not to exceed $70,000.00 and therefore requires City Commission approval.
- Kendall Electric, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
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<td>10000-6480-1295-54</td>
<td>$40,000.00</td>
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</tbody>
</table>
**PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)**

(D5) **P0210522 – PRYOR FUNERAL HOME LLC, FORMERLY GREATER DAYTON CREMATORY SERVICE, TROTWOOD, OH**
- Indigent burial services as needed through 12/31/2021.
- These services are required to provide burial services for indigents.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21004JL with firm pricing through 12/31/2025.
- This amendment increases the previously authorized amount of $40,000.00 by $10,000.00 for a total not to exceed $50,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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<tbody>
<tr>
<td>2021</td>
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<td>$10,000.00</td>
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</tbody>
</table>

(D6) **P0211247 – WEIFFENBACH MARBLE & TILE COMPANY, CLAYTON, OH**
- Carpet tiles and related items including removal and installation services.
- These goods and services are required to replace flooring in the Safety Building.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19019N with pricing through 7/31/2022.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
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<td>$14,704.00</td>
</tr>
</tbody>
</table>

(D7) **P0211056 – WESCO DISTRIBUTION, INC., DAYTON, OH**
- Street lighting poles, materials and related items as needed through 12/31/2021.
- These goods are required for street lighting projects.
- Rates are in accordance with a public cooperative bid price agreement established by the Sourcewell Contract #12128-WES.
- This amendment increases the previously authorized amount of $10,000.00 by $30,000.00 for a total not to exceed $40,000.00 and therefore requires City Commission approval.
- WESCO Distribution, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>General Fund</td>
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<td>$30,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION

(E1) P0211228 – DXP ENTERPRISES, INC., CINCINNATI, OH

- Vertiflo 720 Duplex Pump and Control System.
- This good is required for the removal of ground water and wastewater from process equipment in order to protect process equipment located in the basements of pump stations.
- DXP Enterprices, Inc. is recommended as the sole regional authorized distributor for Vertiflo 720 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>
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<th>Fund Amount(s)</th>
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</table>

(E2) P0211235 – WESCO DISTRIBUTION, INC., DAYTON, OH

- Eaton and Westinghouse electrical parts as needed through 12/31/2021.
- These goods are required to maintain existing electrical equipment and department facilities.
- No responses were received to IFB N21030; therefore, this was negotiated with a price agreement extended through 12/31/2023.
- The Department of Water requests additional authority of $80,000.00 through 12/31/2023.
- WESCO Distribution, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
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<td>2022</td>
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<tr>
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<td>Sanitary Sewer Operating</td>
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<td>$40,000.00</td>
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WATER – WATER SUPPLY AND TREATMENT

(E3) P0210024 – A-C EQUIPMENT SERVICES CORP, MILWAUKEE, WI

- Lime kiln maintenance and repair services as needed through 12/31/2021.
- These services are required to maintain operations at the lime kiln.
- A-C Equipment Services Corp. is recommended to ensure continuity and quality of these needed services; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $40,000.00 by $55,000.00 for a total not to exceed $95,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
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<td>2021</td>
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<td>$55,000.00</td>
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</tbody>
</table>
(E4) P0210264 – UNIVAR SOLUTIONS USA, INC., CINCINNATI, OH

- Hydrofluosilicic acid as needed through 12/31/2021.
- This chemical is required to replenish inventories used in the fluoridation of potable water.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18013JL with pricing extended through 12/31/2022.
- This amendment increases the previously authorized amount of $100,000.00 by $25,000.00 for a total not to exceed $125,000.00 and therefore requires City Commission approval.
- The Department of Water requests additional authority of $150,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>$150,000.00</td>
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</tbody>
</table>

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

From 3430 - Water/Water Supply & Trmt

Supplier, Vendor, Company, Individual

Name ARCADIS US, Inc.

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

Date November 3, 2021
Expense Type Service Agreement
Total Amount $465,000.00 (thru 12/31/2024)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021 Water Capital Fund</td>
<td>53004-3430-1415-54-WF2104</td>
<td>$40,500.00</td>
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<tr>
<td>EDA Grant Match Funds</td>
<td>53201-3430-1415-54</td>
<td>$424,500.00</td>
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</tbody>
</table>

Includes Revenue to the City ☑ No

Affirmative Action Program ☑ Yes ☐ No ☑ N/A

Description

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING EVALUATION, DESIGN AND CONSTRUCTION SERVICES FOR GENERATOR INSTALLATION

The Department of Water requests permission to enter into a Professional Services Agreement with Arcadis US, Inc. in the amount of $465,000.00 for the Engineering Evaluation, Design and Construction Services for Generator Installation project. The professional services will provide the necessary evaluation, design, and construction services for the installation of five (5) new generators at Miami and Ottawa Water Treatment Plants. The services will include the design engineering for the necessary electrical work supporting the generators, engineering drawings and specifications used for bidding the project, and construction inspection and other services during installation.

Three proposals were received for the above project on August 25, 2021. After evaluating the proposals, Arcadis US, Inc. was chosen in response to the City’s Request for Proposal (RFP No. 21-028WST). Arcadis US, Inc. had the best combination of experience, approach, expertise, and resources to meet the Department of Water’s objectives.

The Agreement is being funded using 2021 Water Capital Funds and EDA Grant Match Funds.

The Agreement shall commence upon execution by the City, and it shall expire upon expenditure of all funds provided herein or on December 31, 2024.

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

A Certificate of Funds in the amount of $465,000.00, proposal tabulation, and a copy of the Agreement are attached.

Signatures/Approval

Division
Aaron S. Zonin

Department
City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>12/31/2024</td>
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<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$ 465,000.00</td>
<td></td>
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<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$ 465,000.00</td>
<td></td>
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<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

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: | $ 40,500.00 | (Seq. 1) |
|---------|--------------|
| Fund Code | 53004 - 3430 - 1415 - 54 - WF2104 - |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: | $ 424,500.00 | (Seq. 2) |
|---------|--------------|
| Fund Code | 53201 - 3430 - 1415 - 54 - |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALS

Vendor Name: ARCADIS U.S., Inc.
Vendor Address: 100 East Campus View Boulevard, Suite 200, Columbus, Ohio 43235
Street City State Zipcode + 4
Federal ID: 57-0373224
Commodity Code: 96895
Purpose: Professional Services for the evaluation, design, and construction services for generator installation.

---

Contact Person: Lisa Burton-Yates
Water/Water Engineering
Department/Division
10/22/2021
Date

Originating Department Director's Signature: Aaron S. Zonis
Duly signed by Aaron S. Zonis
Date: 10/22/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature
Date

CF Prepared by
Date

CF/CT Number

Finance Department
October 18, 2011
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is between the City of Dayton, Ohio, (“City”) and Arcadis US. Inc. (“Engineer”) 4665 Cornell Road, Suite 200, Cincinnati, Ohio 45241

WITNESSETH:

WHEREAS, The City needs engineering design and construction administration services relating to the Engineering Evaluation, Design and Construction Services for Generator Installation (“Project”);

WHEREAS, The City requires certain engineering services in connection with the Project (“Services”); and,

WHEREAS, Engineer is qualified and available to provide the Services to the City.

NOW THEREFORE, in consideration of the promises contained in this Agreement (“Agreement”), the City and the Engineer agree as follows:

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City, and it shall expire upon expenditure of all funds provided herein or on December 31, 2024, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY ENGINEER
Engineer shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION
The total remuneration in this Agreement shall not exceed FOUR HUNDRED SIXTY-FIVE THOUSAND DOLLARS ($465,000.00), FOUR HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($424,500.00) will be funded by the U.S. Department of Commerce, Economic Development Administration grant and City’s match. FORTY THOUSAND FIVE HUNDRED DOLLARS ($40,500.00) will be funded by the City only. Total remuneration shall be paid according to Attachment B, Compensation, which is incorporated herein by reference. Engineer shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY’S RESPONSIBILITIES
The City will furnish Engineer, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE
Engineer 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. Engineer shall have no liability for defects in the Services attributable to Engineer’s reliance upon or use of data or other
### Evaluation Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points Possible/Weight</th>
<th>Mesa</th>
<th>Arcadis</th>
<th>TetraTech</th>
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</thead>
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<tr>
<td>Previous Experience</td>
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<td>28.25</td>
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<td>Schedule and Fee</td>
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<td>29.25</td>
<td>22.25</td>
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<tr>
<td>Technical Approach/Key Personnel/Project Team</td>
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<td>27.25</td>
<td>25.5</td>
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<td>4.25</td>
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<tr>
<td>DBE Participation</td>
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<td>0</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total Score**

|  | 100 | 79.5 | 87 | 85.5 |

---

9/27/2021  
Evaluation Summary
information furnished by the City or third parties retained by the City.

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Engineer shall indemnify and defend the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Engineer’s negligent or willful acts, errors, or omissions.

This Article 6 shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

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

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

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

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

ARTICLE 8. CONFIDENTIALITY

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

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

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

ARTICLE 10. TERMINATION

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

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

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
B. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

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

Engineer: Arcadis U.S. Inc.
4665 Cornell Road, Suite 200
Cincinnati, Ohio 45241
Attention: Mr. Pete Kube
Project Manager

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

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

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

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

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

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

G. INDEPENDENT CONTRACTOR

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

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

Engineer acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

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

M. INTERPRETATION

The parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.

N. FEDERAL CONTRACT PROVISIONS AND CERTIFICATION REGARDING LOBBYING

Engineer will abide by all applicable federal contract provisions as outlined in Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards). Engineer affirms and certifies that it complies with title 31 U.S.C section 1352 disclosure of lobbying activities. Standard Form – LLL (Rev. 7-97) is completed and is Attachment C.

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

CITY OF DAYTON, OHIO

________________________________________
City Manager

Date: _________________________________

APPROVED AS TO FORM
AND CORRECTNESS:

10/13/2021

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

_____________________________________, 2021

Min./Bk. ___________ Pg. ___________

_____________________________________
Clerk of Commission
ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Engineering Evaluation, Design and Construction Services for Generator Installation
Engineer: Arcadis, U.S. Inc.

SCOPE OF SERVICES

The Consultant shall provide the following services:

A. Evaluation
   1. Provide an evaluation plan that will result in an adequate picture of specific needs of each location.
   2. Perform load analysis for each location.
   3. Analyze the requirements for automatic, uninterrupted switch to backup power.
   4. Research each location’s minimum service requirements during a short- or long-term power outage.
   5. Analyze the best location to place the generators.
   6. All evaluations will need to be scheduled with the City of Dayton, Dept. of Water.
   7. Submit a report detailing the results of the evaluation.
      i. O&M costs should be evaluated and included in the results report.

B. Design
   1. Provide 30% and 60% construction drawings and specifications for Owner’s review. Design shall conform to all applicable Codes and Standards.
   2. The design should incorporate reliability centered maintenance principles.
   3. After 30% design is approved, complete the site certificate required by the EDA grant.
   4. Before final plant are complete a review from the EDA office will be required. The time frame for this review will be three weeks minimum.
   5. Provide Final construction plans. Drawings shall be stamped by a Registered Ohio Professional Engineer.
   6. Provide final drawings in AutoCAD format, and specifications in Word format.
   7. Develop criteria of unique qualifications required of construction firms to be eligible to submit construction bids for this project. Assist Owner in evaluating bids received as it pertains to these criteria.
   8. Prepare engineer’s estimate for the project to fit within the constraints of the EDA grant
   9. Prepare maintenance standards and procedures for City staff to comply with the EDA grant.
   10. Prepare specifications to solicit bids for a maintenance contract for the next ten years.
   11. Provide schedule for the project, including a stipulation on the number of calendar days allowed for the project. The schedule must comply with the timeline to satisfy the conditions of the EDA grant.
   13. Final Plans, specifications, and cost estimates must be completed by March 2022.
   14. Secure all state and local approvals, as necessary by March 2022.
C. Bid Phase Services
   1. Prepare written responses to any technical questions received from prospective
      bidders.
   2. If required, prepare addenda to clarify, correct or change the contract documents.
   3. Attend the pre-bid meeting and site visit.
   4. Review proof of bidder’s qualifications and recommend approval or disapproval.
   5. Assist in the evaluation of bids and make a recommendation concerning award of
      the contract.
       a. Provide award recommendation letter

D. Construction Phase Services
   1. The Notice to Proceed must be issued for the start of construction no later than
   2. The Final Acceptance form must be issued no later than 6/28/2024.
   3. Review all submittals for approval based on conformance to Contract Documents.
      Submittals include schedule, shop drawings, and shop drawing resubmittals.
   4. Attend Pre-construction meeting. Provide items for agenda in advance of
      meeting, including technical and schedule issues. Record meeting notes.
   5. Submit a report not less frequently than quarterly covering the general progress of
      the job and describing any problems or factors contributing to delay.
   6. Provide full-time inspection while work is performed.
   7. As work progresses and actual extent of defects becomes apparent, determine type
      and extent of repair work to be performed in specific areas, with Owner’s consent.
   8. Evaluate all field change and change order claims.
   9. Upon completion of construction, provide Owner with Construction Record
      Drawings in AutoCAD format and daily report logs in electronic format.
ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Engineering Evaluation, Design and Construction Services for Generator Installation
Engineer: Arcadis, U.S. Inc.

COMPENSATION

1. The total "Not-To-Exceed" fee for performance of the Scope of Services, as outlined in Attachment A to this Agreement, is $424,500.00 plus separately funded $40,500.00 for a total contract amount of $465,000.00. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. Such direct expenses include:
   a. Travel, subsistence, and incidental costs.
   b. Use of motor vehicles on a monthly rental basis for assigned vehicles and on a mileage basis or rental cost basis for vehicles used for short periods.
   c. Telephone costs, long distance telephone costs, and Project "onsite" telephone costs.
   d. Reproduction of reports.
   e. Postage and shipping charges for Project-related materials.
   f. Computer time charges, including program use charges.
   g. Rental charges for use of equipment, including equipment owned by the Engineer.

The "Not-To-Exceed" fee of $424,500.00 funded with a U.S. Department of Commerce Economic Development Administration (EDA) grant and City’s matching funds broken down as follows:

<table>
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<tr>
<th>Task Description</th>
<th>Amount</th>
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<tr>
<td>Task 1 – Evaluation Phase</td>
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<td>Task 2 – Design Phase</td>
<td>$196,500.00</td>
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<td>Task 3 – Bid Phase</td>
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<td>Task 4 – Construction Phase</td>
<td>$109,000.00</td>
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<td>Task 5 – Inspection Services</td>
<td>$42,000.00</td>
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<td>TOTAL EDA funded work</td>
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</table>

The “Not-To-Exceed” fee of $40,500 funded with City of Dayton funds is separate from the EDA Grant or City of Dayton matching funds:

| Contingency                             | $40,500.00 |

The total "billing limits” shall not exceed $465,000.00 without further written authorization from the City.

2. The following are expenses that are not included in the lump sum fee set forth in Section 1:
   a. Charges of special consultants requested or authorized by the City.
   b. Special insurance coverage required by the City, including the cost of naming the City as an additional insured.
   c. Local taxes or fees applicable to the consulting work or payment therefore.
   d. Cost of acquiring any other materials or services specifically for and applicable to only this Project.
3. The City shall remit payment to Engineer within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to the performance of the Services and shall be clearly identified and readily accessible to City. However, Engineer does not have to furnish such supporting documentation with its invoice, unless requested by the City.

4. Engineer shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Engineer shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excepts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Engineer shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.
ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES

City: City of Dayton, Ohio
Project: Engineering Evaluation, Design and Construction Services for Generator Installation
Engineer: Arcadis, U.S. Inc.

COMPLETED STANDARD FORM – LLL (REV. 7-97)
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Street address: 630 Plaza Drive, Suite 200  
City, State, Zip: Highlands Ranch, CO 80129

Shawn Atkinson  
CERTIFIED BY:  
Federal Contracts Manager  
TITLE:  

Signature  
10/12/2021  
(date)
N/A - Arcadis U.S. Inc. does not have any lobbying activities to disclose.

Approved by OMB

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<table>
<thead>
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<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<tbody>
<tr>
<td>a. contract</td>
<td>a. bid offer application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For material change only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>Year</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>quarter</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td>Date of last report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime  Subawardee</td>
<td></td>
</tr>
<tr>
<td>Tie: if Known:</td>
<td></td>
</tr>
</tbody>
</table>

Congressional District, if known:

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

CFDA Number, if applicable:

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: __________________________
Print Name: __________________________
Title: _______________________________
Telephone No.: ________________________ Date: __________

Authorized for Local Reproduction
Standard Form - L111 (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Indicate Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawardees include but are not limited to subcontracts, subgrants, and contracts awarded under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitations for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from item 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form. Print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
City Manager's Report

From: 3420- Water/Water Engineering
Supplier, Vendor, Company, Individual: Green & Green, Lawyers
Address: 800 Performance Place
109 North Main Street
Dayton, OH 45402

Date: November 3, 2021
Expense Type: Service Agreement
Total Amount: $150,000.00 (thru 12/31/2023)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021 Water Operating Fund</td>
<td>53000-3420-1159-54</td>
<td>$150,000.00</td>
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Includes Revenue to the City: Yes
Affirmative Action Program: Yes

PROFESSIONAL SERVICES AGREEMENT

The Department of Water requests permission to enter into a Professional Services Agreement with Green & Green, Lawyers in the amount of $150,000.00 for professional engineering services on an "as-needed" basis and any other documents or agreements as requested. The professional services provided will assist in the development of Department of Water goals, objectives, and priorities as identified by the City.

This project is being funded using 2021 Water Operating Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2023.

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

A Certificate of Funds in the amount of $150,000.00 and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk
Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<tr>
<td>Upon Execution</td>
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<td>Increase Encumbrance</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>$ -</td>
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</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: $ 150,000.00

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<th>53000 - 1159 - 3420 - 54 -</th>
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<td>Acct</td>
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<tr>
<td>Fund</td>
<td>Org</td>
<td>Acct</td>
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Amount: __________________

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<td>Org</td>
<td>Acct</td>
<td>Prog</td>
<td>Act</td>
<td>Loc</td>
</tr>
</tbody>
</table>

---

Attach additional pages for more FOAPALs

Vendor Name: Green & Green, Lawyers

Vendor Address: 800 Performance Place, 109 N. Main St.

Dayton OH 45402

Federal ID: 31-1467935

Commodity Code: 96150

Purpose: As Needed Legal Services

---

Contact Person: Lisa Burton-Yates

Water/ Water Engineering Department/Division 10/22/2021

Originating Department Director's Signature: Aaron S. Zonin

SECTION II - to be completed by the Finance Department

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

Finance Director Signature ____________________________ Date ____________

CF Prepared by ____________________________ Date ____________

Finance Department

October 18, 2011
AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this ______ day of __________________, 2021, between the City of Dayton, Ohio ("City") and Green & Green, Lawyers, 800 Performance Place, 109 North Main Street, Dayton Ohio 45402 (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City desires certain "as-needed" professional services in the City of Dayton, Ohio; and,

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

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

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

ARTICLE 1 – TERM
The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2023, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 12, J.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT
A. PROFESSIONAL QUALIFICATIONS
Consultant is qualified and permitted by law to perform legal services to be furnished under the terms of this Agreement. Consultant represents and warrants that all personnel engaged in the performance of the services to be provided herein are qualified and so permitted to do the work they perform.

B. SERVICES TO BE PERFORMED
Consultant shall provide, upon the City’s request, one or more of the following services:

1. Consultation on various legal issues identified by the Department of Water or Department of Law.
2. Other services that the Consultant is qualified to provide.

The services to be furnished by Consultant under this Agreement are to be performed on an “on demand” basis. Unless the City requests Consultant’s services in the manner outlined below, no expenditures under this Agreement are authorized and Consultant shall be ineligible for reimbursement for that particular service.

C. DELIVERABLES
All documents prepared by Consultant shall be signed by a principal of the Consultant. All deliverables shall include a cover letter that references this Agreement’s contract number: ________

ARTICLE 3 – COMPENSATION
The total remuneration of this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND
DOLLARS ($150,000.00) for all services to be provided by Consultant. The Consultant shall submit invoices, not more frequently than monthly, for payment of the services actually provided. Services shall be provided at the hourly rates provided in the attached Exhibit A. Such invoices shall state the invoice period, total amount requested and services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES
The City will furnish Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE
Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the services attributable to Consultant's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

ARTICLE 6. LIABILITY AND INDEMNIFICATION
Consultant agrees to defend, indemnify, and hold harmless City, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, and expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Consultant or its employees, agents, and representatives.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE
During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, professional liability insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best

having a limit of $1,000,000 annual aggregate.

Consultant shall make copies of applicable insurance policies available for review by the City, if requested. Consultant, however, shall retain its right to restrict disclosure of Consultant's proprietary information contained in such policies in accordance with Article 8.

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

ARTICLE 8. CONFIDENTIALITY
Communications, whether written or oral, between Consultant and the City, including by and between their respective employees, are confidential as attorney-client communications. Consultant will not disclose confidential information at any time.

Nothing in this Article shall prohibit or limit Consultant's disclosure of information: (i) or that is or becomes publicly available through no breach of this Agreement, (ii) when such disclosure is required by an order of a Court or under state or federal law, or (iii) when such disclosure is authorized in writing by the City.
ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the services shall be timely shared with the City.

ARTICLE 10. TERMINATION
This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to submit a plan to resolve any issues identified by the City.

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

ARTICLE 11. STANDARD TERMS

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

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

B. GOVERNING LAW
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.

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

Consultant: Green & Green, Lawyers
800 Performance Place
109 North Main Street
Dayton, Ohio 45402
Attention: Thomas M. Green, President
City: City of Dayton, Department of Water 320 West Monument Avenue Dayton, Ohio 45402 Attention: Michael Powell, Director

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.
Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

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

H. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.)
IN WITNESS WHEREOF, the City and Consultant have caused this Agreement to be executed, each by a duly authorized representative, on the date first set forth above.

CITY OF DAYTON, OHIO

________________________
City Manager

GREEN & GREEN, LAWYERS

By: __________________________

Title: President

APPROVED AS TO FORM
AND CORRECTNESS:

________________________
City Attorney

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

________________________, 2021

Min./Bk. ___________ Pg. ___________

________________________
Clerk of the Commission
City Manager's Report

From 3420 - Water/Water Engineering

Supplier, Vendor, Company, Individual

Name Double Jay Construction, Inc

Address 25 Harrisburg Drive
Englewood, OH 45322

Date November 3, 2021

Expense Type Award of Contract

Total Amount $1,594,835.00 (thru 9/30/2023)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021 Water Capital Fund</td>
<td>53005-3445-1424-54-WF2106</td>
<td>$1,594,835.00</td>
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</table>

Includes Revenue to the City ☑

Affirmative Action Program ☑

Description

HUFFMAN AREA WATER MAIN IMPROVEMENTS
(10% SBE AND 10% MBE PARTICIPATION GOAL/ 10.01% SBE AND 10% MBE PARTICIPATION ACHIEVED)

The Department of Water requests permission to enter into an Agreement with Double Jay Construction, Inc. in the amount of $1,594,835.00 for the Huffman Area Water Main Improvements project. This amount includes the base bid of $1,449,850.00 and Alternate No. 1 – Contingency Allowance for $144,985.00 (10% of the base bid). This project consists of the installation of 5,700 linear feet of new 8" water main in Huffman Area on: Pierce Street from west terminus to S. Jersey, Gilbert Avenue from Huffman Avenue to Davis Avenue, Meridian Street from Huffman Avenue to Davis Avenue, and Pleasant Avenue from S. Jersey Street to east terminus. Work includes installation of pipe and fittings, gate valves, fire hydrants, and doing other work incidental thereto.

Three bids were received for this project on October 7, 2021. After evaluating the bids, Double Jay Construction, Inc.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 — Contingency Allowance) was $2,050,000.00. The time of completion is September 30, 2022. The expiration date identified on the Certificate of Funds is September 30, 2023.

This project is being funded using 2021 Water Capital Funds. 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

City Manager

FORM NO. MS-16

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>X</td>
<td></td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
<th>Original Commission Approval</th>
<th>Initial Encumbrance</th>
<th>Original CT/CF</th>
<th>Increase Encumbrance</th>
<th>Decrease Encumbrance</th>
<th>Remaining Commission Approval</th>
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<tbody>
<tr>
<td></td>
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<td>$ 1,594,835.00</td>
<td>$ 1,594,835.00</td>
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</tr>
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</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: $ 1,594,835.00

Fund Code: 53005 - 3445 - 1424 - 54 - WF2106

<table>
<thead>
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<tr>
<td></td>
<td>Act</td>
</tr>
<tr>
<td></td>
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</table>

Vendor Name: Double Jay Construction, Inc.

Vendor Address: 25 Harrisburg Drive, Englewood, Ohio 45322

Federal ID: 34-1184875

Commodity Code: 96896

Purpose: Award of Contract for Huffman Area Water Main Improvements

Contact Person: Lisa Burton-Yates

Department/Division: Water/Water Engineering

Date of Transaction: 10/22/2021

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: 10/26/2021

CF Prepared by: [Signature]

Date: 10/25/21

CF/CT Number: CT21-3091

File Date: October 18, 2011

Finance Department
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<tr>
<th>Section Title</th>
<th>Double Jay Constr.</th>
<th>C. G. Construction &amp; Ut</th>
<th>L.J. DeWeese Co., Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Extension</td>
<td>Extension</td>
<td>Extension</td>
</tr>
<tr>
<td>Base Bid</td>
<td>$1,411,037.20</td>
<td>$1,415,962.20</td>
<td>$1,493,150.00</td>
</tr>
<tr>
<td>Fixed Price Item</td>
<td>$38,812.80</td>
<td>$38,812.80</td>
<td>$38,812.80</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>$144,985.00</td>
<td>$141,596.22</td>
<td>$153,196.28</td>
</tr>
<tr>
<td>Base Bid Total:</td>
<td>$1,449,850.00</td>
<td>$1,454,775.00</td>
<td>$1,531,962.80</td>
</tr>
</tbody>
</table>
October 14, 2021

TO: David Escobar, Senior, Engineer II
Department of Public Works

FROM: Donerik Black, Business & Technical Administrator (HRC)

SUBJECT: Huffman Area Water Main Improvements
(10% MBE Participation Goal 10% SBE Participation Goal)

The HRC recommendation is to award the above contract to Double Jay Construction, Inc. They submitted a bid utilizing three PEP-certified contractors to meet the 10% MBE and 10% SBE project participation goal. The HRC’s contract compliance analysis has verified that Double Jay Construction, 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>Double Jay Construction, Inc.</td>
<td>$1,449,850</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>W.C. Jones Asphalt Paving, LLC</td>
<td>$41,250.00</td>
<td>10.0% MBE</td>
</tr>
<tr>
<td>W.C. Jones Asphalt Paving, LLC</td>
<td>$6,880.00</td>
<td>0.47% SBE</td>
</tr>
<tr>
<td>BraHan, LLC</td>
<td>$84,700.27</td>
<td>5.84% SBE</td>
</tr>
<tr>
<td>Davida’s Trucking &amp; Excavating, LLC</td>
<td>$53,600.00</td>
<td>3.7% SBE</td>
</tr>
</tbody>
</table>

TOTAL COMMITTED PARTICIPATION 10.0% MBE 10.01% SBE

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1439.

DB
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Huffman Area Water Main
Improvements

Bidder
Double Jay Construction, Inc.
25 Harrisburg Dr
Englewood Oh 45322
937-832-3123
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Railroad Track Removed</td>
<td>L.F.</td>
<td>380</td>
<td>$35.80</td>
<td>$13,604.00</td>
</tr>
<tr>
<td>207</td>
<td>Temporary Sediment and Erosion Control</td>
<td>L.S.</td>
<td>1</td>
<td>$4,265.00</td>
<td>$4,265.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>1,200</td>
<td>$51.80</td>
<td>$62,160.00</td>
</tr>
<tr>
<td>305</td>
<td>Concrete Base (ODOT 499, Class FS)</td>
<td>S.Y.</td>
<td>300</td>
<td>$54.65</td>
<td>$16,395.00</td>
</tr>
<tr>
<td>441</td>
<td>Asphalt Concrete</td>
<td>TONS</td>
<td>950</td>
<td>$196.70</td>
<td>$186,865.00</td>
</tr>
<tr>
<td>453</td>
<td>Concrete Driveway</td>
<td>S.F.</td>
<td>2,000</td>
<td>$8.25</td>
<td>$16,500.00</td>
</tr>
<tr>
<td>608</td>
<td>Concrete Walk</td>
<td>S.F.</td>
<td>4,500</td>
<td>$6.55</td>
<td>$29,475.00</td>
</tr>
<tr>
<td>608</td>
<td>Curb Ramp</td>
<td>S.F.</td>
<td>500</td>
<td>$12.75</td>
<td>$6,375.00</td>
</tr>
<tr>
<td>609</td>
<td>Barrier Curb/curb and Gutter</td>
<td>L.F.</td>
<td>1,000</td>
<td>$35.80</td>
<td>$35,800.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintaining Traffic</td>
<td>LUMP</td>
<td>1</td>
<td>$60,877.20</td>
<td>$60,877.20</td>
</tr>
<tr>
<td>619</td>
<td>Low Strength Mortar Backfill, Type 1 (No Fly Ash)</td>
<td>C.Y.</td>
<td>350</td>
<td>$43.15</td>
<td>$15,102.50</td>
</tr>
<tr>
<td>623</td>
<td>Construction Layout Stakes</td>
<td>LUMP</td>
<td>1</td>
<td>$3,726.00</td>
<td>$3,726.00</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished and Placed, 4&quot;</td>
<td>C.Y.</td>
<td>400</td>
<td>$48.15</td>
<td>$19,260.00</td>
</tr>
<tr>
<td>659</td>
<td>Seeding and Mulching [Hydro Seed]</td>
<td>S.Y.</td>
<td>4,000</td>
<td>$2.45</td>
<td>$9,800.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill, 6&quot; Water with Structural Backfill</td>
<td>L.F.</td>
<td>260</td>
<td>$75.70</td>
<td>$19,682.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill, 8&quot; Water with Structural Backfill</td>
<td>L.F.</td>
<td>4,810</td>
<td>$56.05</td>
<td>$269,600.50</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill, 12&quot; Water with Structural Backfill</td>
<td>L.F.</td>
<td>350</td>
<td>$73.80</td>
<td>$25,830.00</td>
</tr>
<tr>
<td>824</td>
<td>6&quot; Ductile Iron Water Pipe &amp; Fittings</td>
<td>L.F.</td>
<td>260</td>
<td>$36.95</td>
<td>$9,607.00</td>
</tr>
<tr>
<td>824</td>
<td>8&quot; Ductile Iron Water Pipe &amp; Fittings</td>
<td>L.F.</td>
<td>4,810</td>
<td>$36.50</td>
<td>$175,565.00</td>
</tr>
<tr>
<td>824</td>
<td>12&quot; Ductile Iron Water Pipe &amp; Fittings</td>
<td>L.F.</td>
<td>350</td>
<td>$67.50</td>
<td>$23,625.00</td>
</tr>
<tr>
<td>831</td>
<td>Catch Basin, Type 3A</td>
<td>EA.</td>
<td>1</td>
<td>$2,331.00</td>
<td>$2,331.00</td>
</tr>
<tr>
<td>837</td>
<td>Abandoned, Special (Water Valves)</td>
<td>EA.</td>
<td>26</td>
<td>$350.00</td>
<td>$9,100.00</td>
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<tr>
<td>840</td>
<td>6&quot; Gate Valve and Appurtenances</td>
<td>EA.</td>
<td>16</td>
<td>$924.00</td>
<td>$14,784.00</td>
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<tr>
<td>840</td>
<td>8&quot; Gate Valve and Appurtenances</td>
<td>EA.</td>
<td>24</td>
<td>$1,380.00</td>
<td>$33,120.00</td>
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<tr>
<td>843</td>
<td>Fire Hydrant, Installed</td>
<td>EA.</td>
<td>14</td>
<td>$2,900.00</td>
<td>$40,600.00</td>
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<tr>
<td>843</td>
<td>Fire Hydrant, Removal</td>
<td>EA.</td>
<td>12</td>
<td>$640.00</td>
<td>$7,680.00</td>
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<tr>
<td>844</td>
<td>6&quot;x6&quot; Water Main Tap</td>
<td>EA.</td>
<td>3</td>
<td>$2,027.00</td>
<td>$6,081.00</td>
</tr>
<tr>
<td>844</td>
<td>8&quot;x8&quot; Water Main Tap</td>
<td>EA.</td>
<td>1</td>
<td>$2,055.00</td>
<td>$2,055.00</td>
</tr>
<tr>
<td>844</td>
<td>12&quot;x8&quot; Water Main Tap</td>
<td>EA.</td>
<td>2</td>
<td>$2,331.00</td>
<td>$4,662.00</td>
</tr>
<tr>
<td>845</td>
<td>Service Replacement, Method &quot;B&quot;, 1&quot;</td>
<td>L.F.</td>
<td>3,800</td>
<td>$50.85</td>
<td>$193,230.00</td>
</tr>
<tr>
<td>845</td>
<td>Curb Stop, 1&quot;</td>
<td>EA.</td>
<td>152</td>
<td>$122.00</td>
<td>$18,544.00</td>
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<tr>
<td>845</td>
<td>Curb Box, 1&quot;</td>
<td>EA.</td>
<td>152</td>
<td>$69.00</td>
<td>$10,488.00</td>
</tr>
<tr>
<td>847</td>
<td>Cut &amp; Plug, 3/4&quot; Service</td>
<td>EA.</td>
<td>1</td>
<td>$259.00</td>
<td>$259.00</td>
</tr>
<tr>
<td>847</td>
<td>Cut &amp; Plug, 6&quot; Water Line</td>
<td>EA.</td>
<td>17</td>
<td>$690.00</td>
<td>$11,730.00</td>
</tr>
<tr>
<td>847</td>
<td>Cut &amp; Plug, 12&quot; Water Line</td>
<td>EA.</td>
<td>2</td>
<td>$927.00</td>
<td>$1,854.00</td>
</tr>
<tr>
<td>847</td>
<td>Insertion Valves, 6&quot;</td>
<td>EA.</td>
<td>5</td>
<td>$10,081.00</td>
<td>$50,405.00</td>
</tr>
<tr>
<td>810</td>
<td>Street Cut Permit</td>
<td>LUMP</td>
<td>1</td>
<td>$8,812.80</td>
<td>$8,812.80</td>
</tr>
<tr>
<td>SPL-2</td>
<td>Cold Weather Temporary Pavement</td>
<td>LUMP</td>
<td>1</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

**Alternate No. 2**

**Base Bid Total:**

$1,449,850.00
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, “affiliated” means directly or indirectly controlling, controlled by, or under common control, with “control” meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO ☑

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

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

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

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

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

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

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.
RESPONSE: YES ☐ NO ☑

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone (937) 832-3123 Fax (937) 832-2596
E-mail ron@doublejayinc.com

Federal I.D.# 346184875

Dated this 7 day of September, 2021

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

By: Ron Blair
Title: President
General Power of Attorney
CERTIFIED COPY

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

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

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

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

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

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

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

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

Corporate Seals Affixed

State of Ohio County of Medina ss.: DENNIS P. BAUS, National Surety Leader and Senior Executive

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

Notarial Seal

State of Ohio County of Medina ss.: DAVID A. KOTNIK, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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

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

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
Financial
Statement

December 31, 2020

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET
12/31/20
(in thousands)

Assets
Cash, cash equivalents, and short term investments 23,041
Bonds 429,635
Stocks 130,912
Subsidiaries 2,333,949
Real estate 179,311
Premiums receivable 114,652
Other assets 162,574
Total assets 3,374,074

Liabilities
Reserve for unearned premiums 168,415
Reserve for unpaid losses and loss expenses 327,709
Reserve for taxes and other liabilities 169,493
Total liabilities 665,617

Surplus
Surplus to policyholders 2,708,457
Total surplus 2,708,457

Total liabilities and surplus 3,374,074

State of Ohio
ss:
County of Medina

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

Attest:

[Signature]

Frank A. Carrino
Group Legal Leader, Secretary

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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

[Signature]

Gary W. Stumper
National Surety Leader
Senior Executive

[Signature]

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio
Bond Number: SOH21720793

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

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

Bond Information
Surety: Ohio Farmers Insurance Company
Bid Date: 10/7/2021
Estimated Contract Price: $1,500,000.
Time For Completion:
Liquidated Damages:
Estimated Work On Hand:
Amount of Bid Security: Ten Percent Of Total Bid (10%)---
Contract #: IFB #: 8027024
Description of Job: Huffman Area Water Main Improvements
Job Breakdown:

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

Primary Agency:
Marsh & McLennan Agency LLC.
Power of Attorney Limited to: unlimited
Executed
Entered By: Nicholas J. Bertke - 9/27/2021 2:58:03 PM ET
Approved & Executed By:
Nicholas J. Bertke
Nicholas J. Bertke (Signed: 27-Sep-2021 02:58 PM EDT (UTC-04:00))
Signature Information

Know all men by these presents that Ohio Farmers Insurance Company, a Corporation duly organized under the laws of the State of Ohio, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.
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, Ron Blair (print name – an Officer of the company)
hereby certify that

Double Jay Construction, Inc. (company) meets the following Contractor requirements relating
to this City of Dayton construction project

Check All That Apply:

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

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

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

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

☑ 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: 10/07/2021
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

Life Insurance

Dental

Pension

Vacation

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

N/A

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

WC Jones

Davidos Trucking

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

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
From: Lee Overturf
Sent: Monday, September 27, 2021 3:07 PM
To:

'ryan mcconnell'; Andrew Hanenkraut; 'Ben Poeppeplman'; 'Brandon Adams (Brandon.adams@barrettwile.com)'; 'Dave Groth (dave.groth@jrrnet.com)'; 'Fred Poeppeplman'; 'Bill Wohlford'; 'Butler Asphalt'; 'Chad Moos (chad@fpi-roads.com)'; 'Danielle Ernels'; 'Hutch Rogge'; 'Joe Steager (info@heibergerpaving.com)'; 'John Norton (John.Norton@BarrettPaving.com)'; 'Nick Brooks'; 'Pete Flora (pete.flora@jrrnet.com)'; 'Sean Poynter (sean.poynter@jrrnet.com)'; Shaffer, Andy; 'Steve Overholser'; 'Steve Putterbaugh (putterbaugh@wohrr.com)'; 'Tom Oakley (oakleyblacktop@aol.com)'; 'Tony Koehl (VBSL@sbcglobal.net)'; 'Andy Maurer'; 'Chad Doss'; Dick Hoying - Smyrna Ready Mix (dhoing@smynamereadymix.com); 'Doug Ernst (dougernst@hotmail.com)'; 'Paul Reise'; 'A to Z Maintenance'; 'A. C. Plumbing'; 'A. E. Associates & Co'; 'Acorn Construction'; 'Advanced Structural'; 'Aero Mechanical System, Inc.'; 'Alexis Construction'; 'Allen Painting & Decorating'; 'All-n-All Landscaping Inc'; 'Al's Electric Service'; 'American Native Industries'; 'Armstrong Electrical'; 'Associated Excavating'; 'Aztec Electric'; 'B&G Nationwide, LLC'; 'Bansal Construction, Inc.;' 'Big L Trucking & Excavating'; 'Billy Back Excavating'; 'Bodden Construction'; 'Branchs LL'; 'Brian Brothers Painting & Restoration, LLC'; 'BT King, Inc.'; 'C. M. C. Forming, Inc.'; 'C. Miller Excavating'; 'Cever Brothers, Inc.'; 'CK Excavating, Inc.'; 'Clarke's Enterprises'; 'CMF Installers, Ltd'; 'D&E Construction Solutions, LLC'; 'D.C. Heating, Cooling, and Plumbing'; 'D.L. Plumbing & Mechanical'; 'Demmy Sand & Gravel, LLC'; 'Ergon Site Construction, LLC'; 'Eric W (jvutfus34@yahoo.com)'; 'EWOL Trucking & Construction'; 'Fast Lane Construction, LLC'; 'Ferguson Concrete Plus, LLC'; 'Gooder Masonry'; 'Grisson Construction, LLC'; 'Gunckle Trucking'; 'HG Contracting, LLC'; 'Ideal Electrical Services, Inc.'; 'Imperial Trucking & Contracting, LLC'; 'Independent Trucking'; 'Insulated Roofing Systems, Inc.'; 'Isaacs Fence Service, Inc.'; 'J. Enterprises Construction'; 'Jacobs Service & Installment Co.'; 'James Stocks'; 'Jindal Builders & Restoration Corp.'; 'John K. Leohner Co., Inc.'; 'K&T Construction & Supply'; 'Kes Harris Trucking, LLC'; 'Kingdom Bright, Inc.'; 'Lee's Heating & Cooling, Inc.'; 'Linda S. Murphy (kimtk@aol.com)'; 'Mad River Construction'; 'Maurice Construction Services, LLC'; 'McDaniels Construction Corp., Inc.'; 'MLS Services, LLC'; 'Net Quest Services, LLC'; 'On Point Logistics, LLC'; 'Opportunities, Inc.'; 'Osterfeld Champion Services, Inc.'; 'Overstreet Painting & Decorating'; 'Partin Trucking, Inc.'; 'Pure Drywall, Inc.'; 'Reese Electric, Inc.'; 'Rice Electric Co., Inc.'; 'Roark Farms & Excavating'; 'Rod-Techs, Inc.'; 'Rose Trucking'; 'Simpson Trucking'; 'Tall View Palladium (info@tallviewpalladiuminc.com)'; 'Teverbaugh Equipment, Inc.'; 'Urban Economy'; 'V.M. Gaines'; 'Verdite Construction, Inc.'; 'VMI Corporation'; 'W. C Jones Asphalt Paving'; 'Warfield Concrete & Construction, Inc.'; 'CD & CD Painting'; 'Clarke's Enterprises'; 'D Thompson General Contracting, LLC'; 'Dale Taylor'; 'Green Star Trucking'; 'Craig Shamp'; 'David Tilley (david.tilley@ferguson.com)'; 'Jason Martintoni (jmartintoni@usameters.com)'; Jeff Huelskamp - Core and Main (Jeff.Huelskamp@coreandmain.com); 'Kathy Iron (kathy.iron@ejprescott.com)'; 'Steve Griffith'; 'Bill Zimmerman'; 'Estimating'; 'Kim Gilbert'; 'Mark Householder'; 'NormO@aaasafetyinc.com'; 'Matthew Heis (mheis@winemillerengineering.com)'; 'Steve Brumbaugh (steve@bes-engineer.com)'; 'Tom Marsh (mcdougallmarsh@wohrr.com)'; Jacob Sowers; Ron Blair; Nikki Jones

Cc: 

Subject: Request for Quote - Huffman Area Water Main Improvements - City of Dayton 10-07-21

Attachments: BID REQUEST - Huffman Area Water Main Improvements to Dayton 10-07-21.pdf

Please let us know if you will be providing a quote for this project. Plans and specs will be available on our website at
https://www.doublejayinc.com/opportunities/. Note that there is a 10% MBE and 10% SBE Goal on this project so please indicate your status as such when submitting your bid, if applicable.

Thank you,

Lee Overturf
Double Jay Construction
25 Harrisburg Drive
Englewood, OH 45322
(937) 832-3123 phone
(937) 832-2596 fax
(513) 477-7603 cell
lee@doublejayinc.com email
BID REQUEST

WE REQUEST A BID FROM YOU FOR THE FOLLOWING:

PROJECT: Huffman Area Water Main Improvements
OWNER: City of Dayton
BID DATE: 10/07/21
TIME: 12:00 Noon
TAX EXEMPT: Yes
PRE WAGE: Yes
ESTIMATOR: Lee Overturf

WILL YOU BE BIDDING? YES NO

PLEASE RESPOND TO FAX NUMBER (937) 832-2596 or by email at lee@doublejayinc.com

COMPANY NAME ________________________________
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Montgomery, ss:

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

1. I am duly authorized to make the statements contained herein on behalf of
   Double Jay Construction, Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):
   □ Individual, partnership, or other unincorporated business association (including without
     limitation, a professional association organized under Ohio Revised Code Chapter
     1785), estate, or trust.
   ✓ Corporation organized and existing under the laws of the State of Ohio.
   □ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C.
   3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C.
   3517.93(I)(3) (with respect to corporations) are in full compliance with the political
   contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand
   that a false representation on this certification constitutes a felony of the fifth degree pursuant to
   R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification
   shall be rescinded.

By: __________________________
Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio )
COUNTY OF Montgomery ) SS:

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

(1) He/she is President (owner, partner, officer, representative, or agent)
    Double Jay Construction, Inc. (business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

Signed
President
Title
ADDENDUM NO. 1
HUFFMAN AREA WATER MAIN IMPROVEMENTS
10% SBE & 10% MBE PARTICIPATION

September 28, 2021

TO ALL BIDDERS:

This addendum is issued to modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the “Proposals” and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No. 1 includes:

Revised Bid Items

Replace the Bid Items with the attached revised Bid Items, dated September 28, 2021. The revisions are as follows:

- Bid Item SPL-2 “Cold Weather Temporary Pavement Allowance” with a Lump Sum of $30,000 is added to the Bid Form.

Clarification to Questions received:

We have performed just a preliminary review of the plans and specs so far, but did want to ask at this time about the quantity provided for both topsoil (400 cy) and seeding and mulching (4000 sy). These quantities seem high given that the bulk of the watermain and services would be in the pavement. Please clarify if these quantities are correct for this project. Also, please clarify where you would anticipate the use of the 350 cy of CDF. And finally, as a portion of this project will be performed in the winter months, would the City consider adding a Temporary Cold Weather Pavement allowance for this project?

Our general rule is 2 C.Y. of topsoil per service and hydrant and 20 S.Y. of seeding and mulching per service and hydrant. Then I added just a little more just in case it is needed for other areas.

There is some work on Findlay Street that will need restored with the LSM Backfill.

A Cold Weather Temporary Pavement Allowance has now been added in the amount of $30,000.
During the performance of this contract:

Double Jay Construction, Inc.  25 Harrisburg Dr  937-832-3123/937-832-2596

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

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

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

   - Laborer
   - Operator
   - Truck Driver
   - Pipe Layer
   - Concrete Finisher

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

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

SIGN:  

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
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: Double Jay Construction

Address: 25 Harrisburg Dr.

City: Englewood State: Oh ZIP: 45322

Telephone: (937) 832-3123 Email: ron@doublejayinc.com

Primes Base Bid $ 1,449,850.00

Name of Project: Huffman Area Water Main Improvements

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

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

PEP-Certified Firm’s Tax ID#: 31-095590

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>
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<tbody>
<tr>
<td>Total Bid</td>
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<td>$ 145,120.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 87,072.00</td>
<td>$ 87,072.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 58,048.00</td>
<td>$ 58,048.00</td>
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</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)

Ron Blair

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

President

(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.
**SECTION 1: BIDDER / PROPOSER INFORMATION**

Name of Bidder / Proposer's Firm: **Double Jay Construction**

Address: **25 Harrisburg Dr.**

City: **Englewood**  
State: **Oh**  
ZIP: **45322**

Telephone: *(937) 832-3123*  
Email: **ron@doublejayinc.com**

Primes Base Bid $ **1,449,850.00**

Name of Project: **Huffman Area Water Main Improvements**

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

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

PEP-Certified Firm's Tax ID#: **31-045590**

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

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<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
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<tr>
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<td><strong>Materials</strong> $ 4128.00</td>
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<tr>
<td><strong>Labor</strong> $ 2752.00</td>
<td><strong>0.19</strong></td>
<td><strong>$ 2752.00</strong></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)

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

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

10/07/21

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

Name of Bidder / Proposer’s Firm: **Double Jay Construction**

Address: 25 Harrisburg Dr.

City: Englewood State: Oh ZIP: 45322

Telephone: (937) 832-3123 Email: ron@doublejayinc.com

Primes Base Bid $1,449,850.00

Name of Project: Huffman Area Water Main Improvements

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

Name of PEP-Certified Firm: **David’s Trucking & Excavating**

PEP-Certified Firm’s Tax ID#: 47-4972742

Scope of Work to Be Performed by Certified Firm: Trucking (Haul Off)

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<table>
<thead>
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<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>
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<td>$53,600.00</td>
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<td>$0</td>
</tr>
<tr>
<td>Labor $53,600.00</td>
<td>3.7%</td>
<td>$53,600.00</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.

(Signature of Bidder/Proposer’s Authorized Agent)

Ron Blair

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

President 10/07/21

(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 (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: Double Jay Construction
Address: 25 Harrisburg Dr.
City: Englewood State: Oh ZIP: 45322
Telephone: (937) 832-3123 Email: ron@doublejayinc.com
Primes Base Bid $ 1,449,850.00
Name of Project: Huffman Area Water Main Improvements

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Broughan LLC
PEP-Certified Firm's Tax ID#: 27-2019673
Scope of Work to Be Performed by Certified Firm: Provide Pipe & Appurtenances

<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>
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<td>5.84%</td>
<td>$ 141,167.12</td>
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<tr>
<td>Materials</td>
<td>$ 847,000.27</td>
<td>5.84%</td>
<td>$ 141,167.12</td>
</tr>
<tr>
<td>Labor</td>
<td></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)

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

President (Title of Bidder/Proposer's Authorized Agent) 10/07/21 (Date)

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

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

• If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).

• If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

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

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

| 10.0 | % SBE | 0.0 | % MBE | 0.0 | % WBE | 0.0 | % 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 solicitation.

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.

Ron Blair
(Printed Name of Bidder/Offeror’s Authorized Agent)

Double Jay Construction, Inc
(Name of Bidder/Proposer’s Firm)

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

10/07/2021
(Date)
City Manager's Report

From 3420- Water/Water Engineering
Supplier, Vendor, Company, Individual
Name L.J. DeWeese Co., Inc.
Address 3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

Date November 3, 2021
Expense Type Award of Contract
Total Amount $1,012,594.17 (thru 5/31/2023)

Fund Source(s) Fund Code(s) Fund Amount(s)
2021 Water Capital Fund 53005-3445-1424-54-WF2103 $1,012,594.17

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

Description
MORTON AVENUE & GARRETT STREET WATER MAIN IMPROVEMENTS
(10% MBE PARTICIPATION GOAL/10% MBE PARTICIPATION ACHIEVED)

The Department of Water requests permission to enter into an Agreement with L.J. DeWeese Co., Inc., in the amount of $1,012,594.17 for the Morton Avenue & Garret Street Water Main Improvements project. This amount includes the base bid of $880,516.67 and Alternate No. 1 - Contingency Allowance for $132,077.50 (approximately 15% of the base bid). This project consists of the installation of approximately 1885 linear feet of new 8" water main on Morton Avenue from Brown Street to Oak Street. Also, Installation of approximately 300 linear feet of new 8" water main on Garret Street. Work includes installation of ductile iron pipe and fittings, gate valve, fire hydrants, and doing other work incidental thereto.

Four bids were received for this project on October 7, 2021. After evaluating the bids, L.J. DeWeese Co., Inc. bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 Contingency Allowance) was $1,225,000.00. The time for contract completion is May 31, 2022. The expiration date identified on the Certificate of Funds is May 31, 2023.

This project is being funded using 2021 Water Capital Funds. This project supports the Asset Management Capital Reinvestment Program by replacing existing 6-inch diameter mains in an area targeted for 8-inch diameter to improve system 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

Division
Aaron S. Zonin
Digitally signed by Aaron S Zonin
Date: 2021.02.22 11:49:21 -0400

Department
City Manager

FORM NO. MS-16

Clerk

Date

Updated 06/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<tr>
<th></th>
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<th>Renewal Contract</th>
<th>Change Order</th>
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<td>Expiration Date</td>
<td>5/31/2023</td>
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<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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<td>Remaining Commission Approval</td>
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<td></td>
<td>Initial City Manager's Report</td>
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<td>X</td>
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<td></td>
<td>Initial Certificate of Funds</td>
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</tr>
<tr>
<td></td>
<td>Initial Agreement/Contract</td>
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<td>Copy of City Manager's Report</td>
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<table>
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<th></th>
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<tbody>
<tr>
<td>Fund Code:</td>
<td></td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: L J DeWeese Co., Inc.
Vendor Address: 3616 Tipp-Cowiesville Rd. Tipp City Ohio 45371
Federal ID: 31-0602186
Commodity Code: 96896
Purpose: Award of Contract for Morton Avenue and Garret Street Water Main Improvements (10% MBE Participation)

Contact Person: Lisa Burton-Yates
Water/Water Engineering Department/Division Date 10/22/2021

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 10/26/2021

CF Prepared by: 10/25/2011

October 18, 2011
<table>
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<td>$13,571.67</td>
<td>$13,571.67</td>
<td>$13,571.67</td>
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<tr>
<td>Alternate No.1 Contingency Allowance</td>
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<td>$134,335.50</td>
<td>$132,684.15</td>
<td>$146,154.75</td>
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<td>Base Bid Total:</td>
<td>$880,516.67</td>
<td>$895,570.00</td>
<td>$898,132.67</td>
<td>$987,936.67</td>
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</table>
October 14, 2021

TO:        David Escobar, Senior, Engineer II  
                   Department of Public Works

FROM:     Donerik Black, Business & Technical Administrator (HRC)

SUBJECT: Morton Avenue & Garret Street Water Main Improvements  
            Rebid (10% MBE Participation Goal)

The HRC recommendation is to award the above contract to L.J. DeWeese Co., Inc. They submitted a bid utilizing two PEP-certified contractors to meet the 10% MBE project’s participation. The HRC’s contract compliance analysis has verified that L.J. DeWeese Co., 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>L.J. DeWeese Co., Inc.</td>
<td>$880,516.67</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>W.C. Jones Asphalt Paving, LLC</td>
<td>$41,250.00</td>
<td>4.60% MBE</td>
</tr>
<tr>
<td>Davida’s Trucking &amp; Excavating, LLC</td>
<td>$47,600.00</td>
<td>5.40% MBE</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION | 10% 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) 333-1439.
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Morton Ave. & Garret St.
Water Main Improvements
Re-Bid

Bidder L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UofM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>207</td>
<td>Temporary Soil Erosion and Sediment Control</td>
<td>LUMP</td>
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<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>100</td>
<td>$45.00</td>
<td>$4,500.00</td>
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<tr>
<td>305</td>
<td>Concrete Base</td>
<td>S.Y.</td>
<td>1,800</td>
<td>$40.00</td>
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<td>441</td>
<td>Asphalt Concrete</td>
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<td>250</td>
<td>$175.00</td>
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<td>453</td>
<td>Concrete Driveway</td>
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<td>608</td>
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<td>Construction Layout Stakes</td>
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<td>$5,600.00</td>
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<td>653</td>
<td>Topsoil Furnished and Placed, 4&quot;</td>
<td>C.Y.</td>
<td>150</td>
<td>$55.00</td>
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<tr>
<td>810</td>
<td>Excavation and Backfill for 4&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>100</td>
<td>$80.00</td>
<td>$8,000.00</td>
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<tr>
<td>810</td>
<td>Excavation and Backfill for 6&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>100</td>
<td>$80.00</td>
<td>$8,000.00</td>
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<tr>
<td>810</td>
<td>Excavation and Backfill for 8&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>2,175</td>
<td>$65.00</td>
<td>$141,375.00</td>
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<tr>
<td>824</td>
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<tr>
<td>824</td>
<td>6&quot; Ductile Iron Water Pipe and Fittings</td>
<td>L.F.</td>
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<td>$40.00</td>
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<td>824</td>
<td>8&quot; Ductile Iron Water Pipe and Fittings</td>
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<td>840</td>
<td>4&quot; Gate Valve and Appurtenances</td>
<td>EA.</td>
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<td>Fire Hydrant, Removal</td>
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<td>844</td>
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<td>Water Service Replacement, Method &quot;B&quot;, 1&quot;</td>
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<td>2,100</td>
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<td>$105,000.00</td>
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<td>S.Y.</td>
<td>1,300</td>
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L.J. DeWeese Co., Inc.
### Morton Avenue and Garret Street Water Main Improvements Rebid (#8027028)

**Owner:** City of Dayton, Ohio  
**Solicitor:** Dayton OH, City of  
**10/07/2021 12:00 PM EDT**

<table>
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<th>Item Description</th>
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<th>Unit Price</th>
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<td>Temporary Water System (Per LF New Main)</td>
<td>L.F.</td>
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<td>Cold Weather Temporary Pavement Permit</td>
<td>LUMP</td>
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**Alternate No.1 Contingency Allowance**  
**ALT**  
Contingency Allowance (15% of Base Bid)  
LUMP 1  
$130,041.75  
$130,041.75

**Base Bid Total:**  
$880,516.67
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

Disclosure of Litigation: Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, “affiliated” means directly or indirectly controlling, controlled by, or under common control, with “control” meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO ☑

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

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES ☐ NO ☑

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES ☐ NO ☑

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES ☐ NO ☑

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

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

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

RESPONSE: YES ☐ NO ☑

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

Business Address

Telephone

Partnership
Firm Name

Telephone

Members of Firm and
Their Business Address

Telephone

Corporation
Name

L.J. DeWeese Co., Inc.
Ohio

Name and Title of
Officers with Authority
to Sign Contract

Kristen Dilbone, President
Jeremy Hench, Vice-President

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

Local Address

Telephone (937) 440-1736 Fax (937) 440-0745
E-mail kldilbone@yahoo.com

Federal I.D.# 31-0602186

Dated this 7 day of October 2021

Bidder: L.J. DeWeese Co., Inc.
(Person, Firm, or Corporation)

By: Kristen Dilbone
Title: President
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

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

Section 3929.01 (A)
Fidelity
Other Liability
Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of $2,094,493,130, liabilities in the amount of $554,517,555, and surplus of at least $1,539,975,575.

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

Judith French, Director
# WESTERN SURETY COMPANY
Sioux Falls, South Dakota

Statement of Net Admitted Assets and Liabilities
December 31, 2020

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>1,912,532,179</td>
</tr>
<tr>
<td>Stocks</td>
<td>25,319,501</td>
</tr>
<tr>
<td>Cash, cash equivalents, and short-term investments</td>
<td>40,409,249</td>
</tr>
<tr>
<td>Receivables for securities</td>
<td>-</td>
</tr>
<tr>
<td>Investment income due and accrued</td>
<td>17,596,947</td>
</tr>
<tr>
<td>Premiums and considerations</td>
<td>66,246,899</td>
</tr>
<tr>
<td>Amounts recoverable from reinsurers</td>
<td>3,171,900</td>
</tr>
<tr>
<td>Current federal and foreign income tax recoverable and interest thereon</td>
<td>2,464,571</td>
</tr>
<tr>
<td>Net deferred tax asset</td>
<td>14,052,177</td>
</tr>
<tr>
<td>Receivable from parent, subsidiaries, and affiliates</td>
<td>12,599,707</td>
</tr>
<tr>
<td>Other assets</td>
<td>-</td>
</tr>
<tr>
<td>Total Assets</td>
<td>2,094,493,130</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND SURPLUS</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Losses</td>
<td>215,792,050</td>
</tr>
<tr>
<td>Loss adjustment expense</td>
<td>51,323,326</td>
</tr>
<tr>
<td>Commissions payable, contingent commissions and other similar charges</td>
<td>10,245,562</td>
</tr>
<tr>
<td>Other expenses (excluding taxes, license and fees)</td>
<td>-</td>
</tr>
<tr>
<td>Taxes, License and fees (excluding federal and foreign income taxes)</td>
<td>3,169,742</td>
</tr>
<tr>
<td>Federal and foreign income taxes payable</td>
<td>-</td>
</tr>
<tr>
<td>Unearned premiums</td>
<td>256,859,522</td>
</tr>
<tr>
<td>Advance premiums</td>
<td>5,954,577</td>
</tr>
<tr>
<td>Ceded reinsurance premiums payable (net of ceding commissions)</td>
<td>977,849</td>
</tr>
<tr>
<td>Amounts withheld or retained by company for account of other</td>
<td>9,740,338</td>
</tr>
<tr>
<td>Provision for reinsurance</td>
<td>420,825</td>
</tr>
<tr>
<td>Payable to parent, subsidiaries and affiliates</td>
<td>2,297</td>
</tr>
<tr>
<td>Payable on security transactions</td>
<td>-</td>
</tr>
<tr>
<td>Other liabilities</td>
<td>21,567</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>554,517,555</td>
</tr>
</tbody>
</table>

Surplus Account:

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock</td>
<td>4,000,000</td>
</tr>
<tr>
<td>Gross paid in and contributed surplus</td>
<td>280,071,837</td>
</tr>
<tr>
<td>Unassigned funds</td>
<td>1,255,903,739</td>
</tr>
<tr>
<td>Surplus as regards policyholders</td>
<td>$ 1,539,975,575</td>
</tr>
<tr>
<td>Total Liabilities and Capital</td>
<td>$ 2,094,493,130</td>
</tr>
</tbody>
</table>

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By [Signature] Assistant Vice President, External Reporting

Subscribed and sworn to this ___ day of April 2021
My commission expires:

By [Signature] Notary Public
Bond Number: SOH21975497
Contractor Information
Principal:  L J DeWeese Co. Inc
Address:  3616 Tipp-Cowlesville Rd Tipp City Ohio 45371 United States

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

Bond Information
Surety: Western Surety Company
Bid Date:  10/7/2021
Estimated Contract Price:  1500000
Time For Completion:  05/31/2022
Liquidated Damages:  1000/day
Estimated Work On Hand:
Amount of Bid Security:  1500000
Contract # or IFB #:  8027028
Description of Job: Morton Avenue & Garret Street Water Main Rebid
Job Breakdown:

Electronic Bidding Information
Bid Security Percentage:  10
Bid Security Maximum:  1500000
Owner Assigned Contractor Number: 6596932

Primary Agency:
Arnold Insurance Agency Inc.
Power of Attorney Limited to: unlimited
Executed
Entered By:  Mark Arnold - 9/21/2021 2:32:47 PM ET
Approved & Executed By:  

Mark Arnold
Mark Arnold (Signed: 21-Sep-2021 02:32 PM EDT (UTC-04:00))
Signature Information

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

Amount $___________________

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

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

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

_________________________________________________________________

Bidder

_________________________________________________________________

Surety

_________________________________________________________________

Name of Insurance Agency

_________________________________________________________________

Address of Insurance Agency

Telephone______________ FAX________________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

Kristen Dilbone, President

1, __________________________________________ hereby certify that

(print name – an Officer of the company)

L.J. DeWeese Co., 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:  President

Date:  October 7, 2021
A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

SRA- Medical

401(k)- Retirement

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

N/A

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

W. C. Jones Asphalt Paving, Inc.

Davida's Trucking & Excavating, LLC
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

- W. C. Jones Asphalt Paving, Inc.
- Davida's Trucking & Excavating, LLC
- Tall View Palladium, Inc.
- Kes Harris Trucking, Inc.

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

None
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Miami ss:

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

1. I am duly authorized to make the statements contained herein on behalf of
   L.J. DeWeese Co., Inc. (“the Contracting Party”).

2. The Contracting Party is a/an (select one):
   
   [ ] Individual, partnership, or other unincorporated business association (including without
   limitation, a professional association organized under Ohio Revised Code Chapter
   1785), estate, or trust.

   [X] Corporation organized and existing under the laws of the State of Ohio.

   [ ] Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C.
   3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C.
   3517.93(J)(3) (with respect to corporations) are in full compliance with the political
   contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that
   a false representation on this certification constitutes a felony of the fifth degree pursuant to
   R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification
   shall be rescinded.

By:  [Signature]

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio
COUNTY OF Miami

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

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

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.

SIGNED
President
TITLE

Kristen Dilbone
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Morton Ave. & Garret St. Water Main Improvements Re-Bid

NAME

Dayton, Ohio

LOCATION

During the performance of this contract:

L.J. DeWeese Co., Inc. 3616 Tipp-Cowlesville Rd. Tipp City, Ohio 45373
CONTRACTOR

937-440-1736/937-440-0745
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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

L.J. DeWeese Co., Inc. (Contractor) certifies that:

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

   Cement Mason
   Laborer
   Operator

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

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

SIGN: [Signature]
(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
## SECTION 1: BIDDER / PROPOSER INFORMATION

**Name of Bidder / Proposer's Firm:** L.J. DeWeese Co., Inc.

**Address:** 3616 Tipp-Cowlesville Rd.

**City:** Tipp City  
**State:** Ohio  
**ZIP:** 45371

**Telephone:** (937) 440-1736  
**Email:** kldilbone@yahoo.com

**Primes Base Bid:** $880,516.67

**Name of Project:** Morton Ave. & Garret St. Water Main Improvements Re-Bid

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

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

**PEP-Certified Firm's Tax ID:** 31-9055590

**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</td>
<td>$ 41,250.00</td>
<td>$ 41,250.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 16,500.00</td>
<td>$ 16,500.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$ 24,790.00</td>
<td>$ 24,790.00</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.

**Signature of Bidder/Proposer's Authorized Agent:**

**Kristen Dilbone**

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

**President**

(Title of Bidder/Proposer's Authorized Agent)  
**Date:** 10/07/21

---

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

Name of Bidder / Proposer's Firm: L.J. DeWeese Co., Inc.

Address: 3616 Tipp-Cowlesville Rd.

City: Tipp City  
State: Ohio  
ZIP: 45371  

Telephone: (937) 440-1736  
Email: kldilbone@yahoo.com

Primes Base Bid: $880,516.67

Name of Project: Morton Ave. & Garret Street Water Main Improvements Rebid

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

Name of PEP-Certified Firm: Davida's Trucking & Excavating, LLC

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>$47,600.00</td>
<td>$47,600.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$47,600.00</td>
<td>$47,600.00</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.

Kristen Dilbone  
(Printed Name of Bidder/Proposer's Authorized Agent)  
President  
(Date: 10/07/21)

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

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

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

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

<table>
<thead>
<tr>
<th>% SBE</th>
<th>10.00 % MBE</th>
<th>% 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.

Kristen Dilbone  
(Signature of Bidder/Proposer’s Authorized Agent)

L.J. DeWeese Co., Inc.  
(Name of Bidder/Proposer’s Firm)

President  
(Date)

10/07/2021
AN ORDINANCE


WHEREAS, This Commission, by Resolution No. 6605-21, adopted on September 8, 2021, declared its intention to appropriate the real property interests hereinafter described ("Property") in connection with the Salem Avenue Reconstruction Phase 2 Project ("Project"); and

WHEREAS, The property being appropriated is for the Project to reconstruct Salem Avenue from West Riverview Avenue to North Avenue that is open to the public without charge; and

WHEREAS, The owners of the parcels comprising the Property are unable to come to an agreement with City or are unable to deliver clear title to the City; and

WHEREAS, The total appraised value of the parcels comprising the Property is Fifty-Two Thousand Four Hundred Eighty-One Dollars and Zero Cents ($52,481.00); and

WHEREAS, The estimated filing fees and other costs in connection with assessing the compensation to be paid for the Property are in the amount of Ten Thousand Five Hundred Dollars and Zero Cents ($10,500.00); and

WHEREAS, The City must acquire to acquire the Property for the Project at the earliest date possible, it is necessary for the immediate preservation of the public peace, property, health and safety, that this ordinance take effect immediately upon passage to avoid delay in completing the Project; now, therefore,

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

Section 1. That the Commission hereby appropriates, for the purposes stated in the preamble hereof, a temporary construction easements in, under, over, and through the real property described in Exhibits marked “A” and “U” attached hereto (collectively, the “Property”), the owners of record and the appraised value for the real property being as follows:

Parcel 60 WD
Deed Holders: National Church Residences Grand Place Dayton, OH
Appraised Value: $300.00
BPI: R72-06606-0048

Parcel 61 WD & T
Deed Holders: Giant Dayton, LLC
Appraised Value: $960.00
BPI: R72-07401-0012, 0020
Parcel 62 WD & T
Deed Holders: Buffalo-BAL Business Trust
Appraised Value: $3,376.00
BPI: R72-06609-0021, 0024, 0041

Parcel 63 WD & T
Deed Holders: Triple R Associates, LTD.
Appraised Value: $1,582.00
BPI: R72-07405-0054, 0055, 0056

Parcel 65 WD & T
Deed Holders: New Horizon Properties, LLC
Appraised Value: $5,618.00
BPI: R72-07402-0059, 0060

Parcel 66 WD & T
Deed Holders: Hae J. Kim
Appraised Value: $15,384.00
BPI: R72-06609-0025, 0027

Parcel 67 WD & T
Deed Holders: Powernet of Dayton
Appraised Value: $627.00
BPI: R72-07405-0065, 0066, 0068

Parcel 68 WD & T
Deed Holders: Greater Dayton Union Cooperative Initiative, Inc.
Appraised Value: $1,582.00
BPI: R72-07405-0054, 0055, 0056

Parcel 69 WD & T
Deed Holders: New Horizon Properties, LLC
Appraised Value: $631.00
BPI: R72-06501-0072

Parcel 70 WD & T
Deed Holders: Glekstn, Inc
Appraised Value: $300.00
BPI: R72-006501-0004

Parcel 71 WD & T
Deed Holders: Robert Katz, Trustee of the Robert Management Trust dated April 20, 1961
Appraised Value: $379.00
BPI: R72-06501-0005

Parcel 72 WD & T
Deed Holders: Glekstn, Inc.
Appraised Value: $3,596.00
BPI: R72-06501-00069
Parcel 74 WD & T  
Deed Holders: Poet Island, LLC  
Appraised Value: $1,677.00  
BPI: R72-06504-0001

Parcel 76 T  
Deed Holders: Greg Holoman Jr.  
Appraised Value: $300.00  
BPI: R72-06

Parcel 77 WD & T  
Deed Holders: 215 Salem Dolly Manor, LLC  
Appraised Value: $2,215.00  
BPI: R72-06504-0008, 0009, 0010

Parcel 78 T  
Deed Holders: New Horizon Properties, LLC,  
Appraised Value: $300.00  
BPI: R72-06504-0011

Parcel 82 T & 83 T  
Deed Holders: Sunshine Real Estate Investors, LLC  
Appraised Value: $627.00  
BPI: R72-07409-0021, 0022, 0023, 0024

Parcel 84 T  
Deed Holders: New Horizon Properties, LLC  
Appraised Value: $5,618.00  
BPI: R72-07402-0059, 0060

Parcel 85 T  
Deed Holders: Omega Baptist Church  
Appraised Value: $300.00  
BPI: R72-07409-0059, 0025, 0037, 0038

Parcel 86 WD & T  
Deed Holders: River Corridor Condominium Property Owners' Association  
Appraised Value: $1,491.00  
BPI: R72-50316-0032

Parcel 68A WD & T  
Deed Holders: Dayton Metropolitan Housing Authority  
Appraised Value: $5,618.00  
BPI: R72-07402-0059, 0060

Section 2. That the City Attorney is hereby authorized and directed to apply to the Court of Common Pleas, Montgomery County, Ohio, for the purpose of assessing the compensation to be paid for each parcel of the Property.

Section 3. That the costs and expense for the appropriation described herein shall be paid out of the following account:
SALEM AVENUE RECONSTRUCTION PHASE 2
41487-6450-1421-54
FIFTY-TWO THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS AND ZERO CENTS ($52,481.00)

Section 4. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission................................., 2021

Signed by the Mayor........................................, 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
October 20, 2021

TO: Barbara J. Doseck, Director
Department of Law

FROM: Joseph Weinel, Chief Engineer
Division of Civil Engineering

SUBJECT: Ordinance for Appropriation

Attached is the Ordinance to Appropriate 21 parcels in connection with the Salem Avenue Reconstruction Phase 2 project. Please review, and if correct as to form, sign on the line provided and return to this office.

The parcels are being appropriated because the City has been unable to reach an agreement with the owners.

If you have any questions, please contact me at 4218.

Attachments

Mr. Stovall
AN ORDINANCE

Authorizing the City Manager to Execute a Real Estate Sale Contract, Authorizing the Conveyance of Real Property and Declaring an Emergency.

WHEREAS, The City of Dayton owns approximately 32 acres of real property located at the Dayton International Airport ("Airport") in the City of Union, as depicted on the attached Exhibit A ("Property"); and

WHEREAS, Stream’s Edge Properties, LLC desires to purchase the Property for the construction of a future commercial building; and

WHEREAS, It is necessary that this Ordinance take effect immediately upon its passage to provide for immediate preservation of the public peace, property, health and safety of the City; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized to execute a Real Estate Sale Contract in substantial form and substance to the attached Exhibit B.

Section 2. That the City Manager, or her designee, is authorized and directed to execute any documents necessary for the future conveyance of the Property to Stream’s Edge Properties, LLC or its successors and assigns.

Section 3. That for the reasons stated in the preamble hereof, this ordinance is declared to be an emergency measure and shall take effect immediately upon passage.

PASSED BY THE COMMISSION .................., 2021

SIGNED BY THE MAYOR .................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
EXHIBIT A

Property

Montgomery County Auditor GIS Aerial

Montgomery County Auditor Parcels:

A01-002-04-0013
A01-002-04-0036
A01-002-04-0030
A01-002-04-0031
A01-002-04-0035
REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (this “Contract”) is made as of the Effective Date (as defined below) by and between Stream’s Edge Properties, LLC (“Buyer”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“Seller”).

WITNESSETH:

1. **Subject Property.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, that certain 32.29 acres of real property described in Exhibit A, attached hereto and incorporated herein (all hereinafter referred to as the **Subject Property**).

2. **Purchase Price and Earnest Money.** The **Purchase Price** for the Subject Property shall be Forty-One Thousand Dollars ($41,000.00) per acre, which is the fair market value of the Subject Property as determined by an appraisal. Buyer agrees to pay the Purchase Price on the Closing Date (as defined in Section 3) by cashier’s or certified check or by wire transfer in immediately-available funds, and subject to any prorations set forth in this Contract.

   The final Purchase Price shall be based upon a survey showing the actual acreage of the Property multiplied times the amount described herein (hereafter “Purchase Price”). Buyer shall bear the cost of the survey.

**EARNEST/DEPOSIT MONEY:** Earnest Money shall equal one-hundred thousand dollars and 00/100 ($100,000.00). Upon execution by all parties to this Contract, Buyer shall have ten (10) days to deposit said earnest money with the nearest Chicago Title (“Title Company”) that is to insure this transaction, as Escrow Agent, who will place funds into their non-interest-bearing Escrow Account upon receipt. Said Earnest Money shall be applied to the Purchase Price at the Closing. Upon receipt, the Escrow Agent shall deposit the earnest money into its escrow account, as described above, and hold it until time of closing the transaction or termination of this Contract. The Escrow Agent holding any earnest money are absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment. If the parties do not mutually consent to the release of the earnest money, then they agree that the Escrow Agent holding the earnest money may file an interpleader action with a Court regarding disposition of the earnest money.

3. **Closing; Costs at Closing.**

   (a) Subject to the terms and conditions hereof, the Closing shall occur no later than fifteen (15) days following the expiration of the Title Review Period (the “Closing Date”).

   (b) On the Closing Date, the parties shall pay any and all closing costs as follows:
(i) The costs of any escrow charges, or similar costs, charged by Escrow Agent, shall be evenly split among Buyer and Seller.

(ii) Any costs related to the recording of the deed shall be paid by Buyer.

(iii) The costs of releasing any and all liens, judgments, and other encumbrances, as well as any recording costs in connection therewith, shall be paid by Seller, except to the extent such liens, judgments, or other encumbrances arise as a result of the act or omission of Buyer or its agents or employees, in which case such costs shall be paid by Buyer.

(iv) All survey costs and other due diligence costs and expenses shall be paid by Buyer.

(v) Buyer shall pay any title costs including, without limitation, costs related to a Title Policy, Title Commitment, extended coverage, any endorsements to the Title Policy, and any lender’s title policy.

(vi) The cost of any transfer tax associated with the sale of the Subject Property shall be paid by Seller.

(vii) Except as otherwise specifically set forth herein, any costs attributable only to one party, such as each party’s attorneys’ fees, shall be paid by such party.

(viii) Any and all other costs or expenses not otherwise addressed in this Contract shall be paid by the parties as the same is customary in the Dayton, Ohio metropolitan area.

4. **Taxes.** All real estate taxes shall be apportioned as of the Closing Date on the bases of local custom, which is to pro-rate taxes to the date of closing using the Short Form Pro-Ration.

5. **Title Review Period.** During the period ending the later of thirty (30) days following the Effective Date or 5 days following Buyer’s receipt of BOTH the Title Commitment and ALTA survey (“Title Review Period”), Buyer may, at its own cost and expense, review the state of title to the Subject Property and cause a title company of its choice (the “Title Company”) to issue a commitment (the “Title Commitment”) for an ALTA 2006 Owner’s Policy of Title Insurance, with extended coverage, in the amount of the Purchase Price (“Title Policy”). On or prior to the expiration of the Title Review Period, Buyer may provide Seller with written notice of its objection to any exceptions to title to the Subject Property, or if the title company refuses to provide extended coverage because of Seller’s use of a quitclaim deed, other than (i) any exceptions arising as a result of the act or omission of Buyer or its agents or employees, all of which shall be deemed Permitted Exceptions, and (ii) the standard printed survey exceptions, unless Buyer provides, at its own cost and expense, a survey sufficient to cause the Title Company to remove same. Upon receipt of such written objections, Seller shall have the right but not the obligation to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and, if necessary, the
Closing Date shall be extended therefore). If Seller shall be unwilling or unable to remove or
discharge such liens, encumbrances or objections within such period, then Buyer may, at its option,
no later than five (5) days after Seller notifies Buyer of Seller’s unwillingness or inability, either
terminate this Contract and receive a refund of its Earnest Deposit or accept title in its then-existing
condition, in which case all such exceptions shall be deemed Permitted Exceptions. The foregoing
notwithstanding, Buyer acknowledges that Seller may place of record such utility and avigation
easements affecting the Property as may be reasonably necessary in connection with the operation
of the Airport or the development of parcels surrounding the Subject Property, and Buyer shall
cooperate with Seller in connection with the same. Notwithstanding any provisions of this Contract
to the contrary, Seller agrees that it shall deliver to the Title Company an owners’ affidavit and
other documents reasonably necessary for the Title Company to deliver to Buyer the Title Policy
with certain standard exceptions deleted therefrom or endorsements made thereto which are
customarily deleted or endorsed based upon such owners’ affidavit; provided, however, Seller may
limit and qualify any statements made therein to Seller’s actual knowledge, without any
independent investigation, and further exclude any matters arising out of or resulting from the act
or omission of Buyer, as the party in possession of the Subject Property pursuant to the Ground
Lease, or any party acting on behalf of or at the request of Buyer. Seller shall not be deemed in
default of its obligation hereunder if the Title Company is unable or unwilling to remove the
standard exceptions or issue any requested endorsements with such limitations and qualifications
in the owners’ affidavit.

6. Due Diligence. The Buyer, at its expense, shall have thirty (30) days from the date
of the Effective Date of this Contract to complete any and all due diligence regarding the
purchase of the Property, including but not limited to, zoning, environmental testing (including
Phase I/II and any Wetland delineations or testing Buyer feels necessary), financing, structure of
Buyer’s business affairs, obtaining boring samples in, availability of utilities/infrastructure, and
any and all due diligence Buyer may need to perform in order to allow Buyer to confirm that it
will be able to utilize the Property in a way that will further its business interest and/or allow
Buyer to utilize the property in a way intended by Buyer (“Due Diligence Period”).

Seller hereby authorizes Buyer to conduct any and all environmental testing Buyer deems
necessary (including, but not limited to, Phase I and Wetland delineations and/or other
environmental testing). Buyer agrees to leave the Property in the similar condition in which
Buyer finds it and agrees to repair at Buyer’s sole cost any physical damage done through
Buyer’s studies and inspections, including damage to crops planted on the premises. Further,
Buyer agrees to indemnify and hold harmless Seller, its successors and assigns, from and against
any and all claims demands, losses, costs, expenses, obligations, liabilities, damages, recoveries,
and deficiencies, including interest, penalties, and reasonable attorneys’ fees, arising from
Buyer’s inspections of the Property.

Any information received as a result of the environmental testing shall be delivered
directly to counsel for Buyer with a copy delivered to Seller. Buyer shall not disclose the results
of the environmental testing to any third party outside of Buyer’s attorney client relationship.

7. Closing Condition. Buyer’s obligation to close the transaction set forth herein shall
be subject to, and conditioned upon, the satisfaction of the following “Closing Condition”: no
condition, event, or circumstance has occurred since the expiration of the Title Review Period, not caused or permitted by Buyer, that materially adversely affects the state of title to the Subject Property. In the event that the aforementioned Closing Condition is not satisfied as of the Closing Date, Buyer shall have the right to terminate this Contract on the Closing Date, in which event the Earnest Deposit shall be immediately returned to Buyer, and the parties shall have no further obligations hereunder each to the other.

8. **Closing Documents.** Seller shall deliver to Buyer on the Closing Date at the office of the Escrow Agent a Quitclaim Deed ("Deed"), in a form reasonably acceptable to Buyer and the Title Company, properly executed and quitclaiming Seller's right, title and interest in and to the Subject Property, subject only to the Permitted Exceptions and the following restrictions and reservations, which shall run with the land:

(a) The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein identified. This public right of flight shall include the right to cause in said airspace any noise as may be inherent in the operation of any aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from the Airport.

(b) The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements, as amended, or any similar regulations which may hereinafter be enacted, regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

(c) Buyer expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace. Exhibit B further describes the Property and the height limitations associated with the Property. The Property (as more visually described as the red area on Exhibit B is subject to a height restriction of 130 feet.

(d) Buyer agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) for any structure or building planned on the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises; Lessor shall file a notice consistent with the requirements of 14 CFR Part 77 (FAA Form 7460-1) prior to the commencement of construction of any facility, structure or other item on the Premises.

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

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

(g) The City of Dayton reserves the right to further develop or improve the landing area of the Airport as it sees fit, without interference or hindrance.

(h) The land shall be subordinate to the provisions of and requirements of any existing or future agreements between the City of Dayton and the United States, relative to the development, operation, or maintenance of the Airport.

(i) The aforesaid covenants and agreements shall run with the land, as hereinafter described, for the benefit of the City of Dayton and its successors and assigns in the ownership and operation of the Airport.

(j) The City of Dayton will, by agreement with the FAA, commit all proceeds from the sale of the Premises to the development, maintenance and operations of the City’s airport system, in conformance with the FAA’s revenue use policy.

9. **Condemnation.** Seller represents that it has no actual knowledge of any pending or threatened condemnation, eminent domain or equivalent proceeding or action which would affect the Subject Property. If, after the Effective Date and before the date and time of Closing, Seller obtains actual knowledge that any such proceeding or action is commenced or threatened against the Subject Property or the owner(s) thereof, Seller shall provide Buyer with written notice thereof promptly after Seller has knowledge thereof and Buyer shall have the option of continuing with this Contract and receiving all proceeds of such action or proceedings (or sale in lieu thereof), or terminating this Contract by written notice to Seller within ten (10) days after receiving such written notice from Seller. If this Contract is so terminated, the Earnest Deposit shall be immediately returned to Buyer and the parties shall have no further obligations each to the other.

10. **Foreign Investment in Real Property Tax Act and Tax Reform Act Reporting.** Seller agrees to execute and deliver any instrument, affidavit and statement and to perform any acts reasonably necessary to comply with the provisions of the Foreign Investment in Real Property Act.

11. **Breach at or prior to Closing.**

(a) If Buyer should fail to consummate the transaction contemplated in this Contract for any reason other than a default by Seller under this Contract, or the exercise by Buyer of a right to terminate this Contract as provided herein, then the Earnest Deposit shall be paid to Seller as total liquidated damages (due to the difficulty and inconvenience of measuring actual damages and the fact that the Earnest Deposit represents as fair an approximation of actual damages as the parties can now determine) and in full satisfaction of all of Buyer’s obligations hereunder.
(b) If Buyer has performed all of its obligations under this Contract and Seller breaches its obligations hereunder, then Buyer may, as its exclusive remedies: (i) specifically enforce the terms of this Contract, or if specific performance is not available to Buyer for any reason, receive from Seller reimbursement of all of Buyer’s actual costs in connection with this Contract, and its activities in connection herewith, or (ii) terminate this Contract, in either of which case the entire Earnest Deposit shall be immediately returned to Buyer.

12. **AS IS.** Buyer hereby acknowledges that Buyer has made or will make its decision to purchase the Subject Property solely in reliance upon Buyer’s own inspection and review of the Subject Property including, without limitation, its possession and occupancy of the Subject Property as lessee under the Ground Lease. Buyer agrees to accept the physical condition of the Subject Property “as is”, “where is”, “with all faults”, and without express or implied warranties of any nature whatsoever. The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.

13. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed made when delivered in person, or by delivery service, electronic mail, or confirmed telexmocier transmission or when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: Stream’s Edge Properties, LLC
Attn: Anthony Rocco
6450 Poe Avenue, Suite 311
Dayton, OH 45414
E-mail: arocco@daytonfreight.com

with a copy to: Eric J. Olson
Olson Law Office, LLC
6500 E. Westfield Boulevard
Indianapolis, IN 46220
E-mail: ej@olo-law.com
Phone: 317.475.4522

If to Seller: City of Dayton, Ohio
Department of Aviation
Attn: Gil Turner, Director
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377

14. **Miscellaneous.** This Contract (i) supersedes any letter of intent or prior agreement between the Buyer and Seller and constitutes the entire agreement between Buyer and Seller relating to the subject matter hereof and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale
contemplated hereunder, (ii) shall be governed by the laws of the State of Ohio, with exclusive venue for any litigation in Montgomery County, Ohio, and if in federal court, in the United State District Court for the Southern District of Ohio, (iii), may be assigned by Buyer with the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed and (iv) shall not be modified or amended other than by a written instrument executed by both parties hereto (v) to the best of Seller’s knowledge, no action, suit, claim, arbitration, litigation or other proceedings is pending or threatened against the Property or any part thereof; (vi) Seller has not received any notification from any governmental agency, authority or any utility, of any pending or threatened assessments on or against the Property or any part thereof or any proposed increases in the cost of utility services; (vii) Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Property, other than the lien of non-delinquent real estate taxes, without first notifying Buyer in writing. In no event shall the total value of the liens exceed the Purchase Price; (viii) Seller has good and marketable title to the Property, free and clear of all liens, security interests, encumbrances, leases, and restrictions of every kind and description, except those of record and the permitted title exceptions and liens and encumbrances to be released on the Closing Date. Notwithstanding the foregoing, Buyer may assign this Contract to any affiliate of Buyer or to the Dayton Montgomery County Port Authority. For the purposes of this Contract, “affiliate” shall mean any entity controlled by Buyer, controlling Buyer, or under common control of Buyer.

15. **Miscellaneous.** This Contract (i) supersedes any letter of intent or prior agreement between the Buyer and Seller and constitutes the entire agreement between Buyer and Seller relating to the subject matter hereof and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder, (ii) shall be governed by the laws of the State of Ohio, with exclusive venue for any litigation in Montgomery County, Ohio, and if in federal court, in the United State District Court for the Southern District of Ohio, (iii), may be assigned by Buyer with the prior written consent Seller, which consent shall not be unreasonably withheld, conditioned, or delayed and (iv) shall not be modified or amended other than by a written instrument executed by both parties hereto Notwithstanding the foregoing, Buyer may assign this Contract to any affiliate of Buyer or to the Dayton Montgomery County Port Authority. For the purposes of this Contract, “affiliate” shall mean any entity controlled by Buyer, controlling Buyer, or under common control of Buyer.

16. **Attorneys’ Fees.** In case a lawsuit shall be brought because of the breach or alleged breach of any agreement or obligation contained in this Contract on the part of either party to be kept or performed, each party shall be responsible for its own attorneys’ fees and expenses in connection with such lawsuit.

17. **Partial Invalidity.** If any provisions of this Contract or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

18. **Commission and Consulting Fees.** At Closing, Buyer shall pay CSRE Global three percent (3%) of the gross purchase price as compensation for representation of Buyer. But for Buyer’s obligation to CSRE Global, each party hereto represents and warrants to the other that no
persons or entities are entitled to a brokerage commission, finder’s fee, or other compensation with respect to the transactions contemplated hereby.

19. **Waiver of Jury Trial.** Buyer and seller hereby knowingly, irrevocably, voluntarily and intentionally waive any rights either may have to a trial by jury in respect of any action, proceeding, counterclaim or defense based on this contract, or arising out of, under or in any connection with this contract, or any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this contract. This provision is a material inducement for Buyer and Seller entering into this contract.

20. **Legal Holidays and Business Days.** If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any federal holiday for which financial institutions or post offices in the State of Ohio are generally closed for observance thereof. As used herein, the term “business day” shall mean a day which is not a Saturday, Sunday or legal holiday.

21. **Construction of Contract.** This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Seller and Buyer have contributed or had the opportunity to contribute substantially and materially to the preparation of this Contract.

22. **Effective Date.** The “**Effective Date**” of this Contract shall be the date this Contract is fully executed by Seller.

23. **Time is of the Essence.** Time is of the essence of this Agreement.

**Execution in Counterparts, Electronic Mail and Fax.** This Contract may be executed in several counterparts. All counterparts so executed shall constitute one agreement and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart signature page. Hand signatures transmitted by fax or electronic mail such as PDF are also permitted as binding signatures to this Contract.

[Remainder of Page Intentionally Blank]
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the Effective Date.

BUYER:

Stream's Edge Properties, LLC

Dated: Oct 7th, 2021

By: Anthony R. 
Name: Anthony R.
Title: VP of Stream's Edge Properties (SEP)

SELLER:

City of Dayton, Ohio

Dated: __________, _____

By: ______________________________
Name: __________________________
Title: ____________________________

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

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

_________________________, 2021

Min/Bk. __________ Pg. __________

Clerk of the Commission
EXHIBIT A

Property

Montgomery County Auditor GIS Aerial

Montgomery County Auditor Parcels:

A01-002-04-0013
A01-002-04-0036
A01-002-04-0030
A01-002-04-0031
A01-002-04-0035
EXHIBIT B

Height Restrictions
October 20, 2021

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

FROM: Gil B. Turner, Director  
Department of Aviation

SUBJECT: An Ordinance Authorizing the City Manager to  
Execute a Real Estate Sale Contract. Authorizing the  
Conveyance of Real Property and Declaring an Emergency.

The Department of Aviation requests the attached Ordinance be placed on the November  
3, 2021 City Commission calendar for approval.

A company desires to purchase 32 acres of land owned by the City of Dayton and located  
within the City of Union for future commercial development. Any future sale of the property will be for the fair market value of the property as determined by an appraisal. The Ordinance will authorize execution of a Real Estate Sale Agreement and the future sale of the property.

The Federal Aviation Administration (FAA) is reviewing our request to release this property from its federal grant assurances, and we anticipate its concurrence within a few weeks. In the interest of time and the pressing deadlines associated with this development, I am requesting this Ordinance be passed and the Real Estate Sale Contract authorized now with the understanding that the Real Estate Sale Contract will not be executed until we receive the final release letter from the FAA.

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

cc: Mr. Parlette  
Ms. Lofton
A RESOLUTION

Authorizing the Acceptance of a Cooperative Agreement with the U.S. Department of State, U.S. Embassy Bosnia and Herzegovina, in the Amount of One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The City of Dayton has a long-standing Sister City Relationship with Sarajevo, Bosnia and Herzegovina, which has been in effect since 1999; and

WHEREAS, The Mayors of the Cities of Dayton, Sarajevo, Banja Luka, and Mostar signed a Municipal Cooperation Agreement in 2015, resulting in multiple student and adult exchanges between our four cities; and

WHEREAS, The Dayton Mediation Center, in an effort to support the City of Dayton’s Municipal Cooperation Agreement, applied for and received a Federal Assistance Award from the U.S. Department of State in the amount of One Hundred And Twenty Thousand Dollars And Zero Cents ($120,000.00) through a Cooperative Agreement with the U.S. Embassy in Bosnia and Herzegovina; and

WHEREAS, The proposal submitted by the Dayton Mediation Center will bring 18 students and three teachers to the City of Dayton from Sarajevo, Banja Luka, and Mostar in 2022 to participate in the “Four Cities Young Leader Academy” programming as described in the awarded project proposal; and

WHEREAS, The Dayton Sister City Committee has agreed to provide in-kind support of this exchange program as befits its mission to help coordinate exchange programs of friendship and goodwill; and

WHEREAS, This exchange will be supported and coordinated by the staff of the Dayton Mediation Center and volunteers serving on the Dayton Sister City Committee, who, together, will provide Twenty-Five Thousand and Eighty Six Dollars and Zero Cents ($25,086.00) worth of in-kind support; and

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

WHEREAS, To provide for the timely development and implementation of the program and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is authorized to accept and distribute the Federal Assistance Award in the amount of One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00) on behalf of the City of Dayton, and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the Award from the U.S. Department of State.

Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed the total Project cost of One Hundred and Twenty Thousand Dollars and Zero Cents ($120,000.00).

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION......................, 2021

SIGNED BY THE MAYOR.............................., 2021

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney
October 25, 2021

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

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

SUBJECT: Resolution to Accept the U.S. Department of State Federal Assistance Award

Attached for your review and placement on the November 3, 2021, City Commission Calendar is an Emergency Resolution to accept a grant from the U.S. Department of State Federal Assistance Award from the U.S. Embassy Bosnia and Herzegovina in the amount of $120,000.00. The City of Dayton will provide $25,086.00 worth of in-kind support. Also attached are the Grant Approval Form and the Federal Assistance Award for your review.

Please read the Resolution twice at one meeting.

This Award will allow the City of Dayton’s Mediation Center to manage a three-week exchange program offering students and teachers from Bosnia a project-based learning introduction to American culture and democracy. This is the third year the Mediation Center has been awarded the Federal Assistance Award.

Please contact Michelle Zaremba at extension 2352 if you have questions regarding this Resolution.

TMK/mz

Attachments

Cc: M. Zaremba
    Project File
"Memo to CMO for BiH Grant Resolution — DMC" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-10-25 - 7:00:50 PM GMT

Document emailed to Todd Kinskey (todd.kinskey@daytonohio.gov) for signature
2021-10-25 - 7:01:05 PM GMT

Email viewed by Todd Kinskey (todd.kinskey@daytonohio.gov)
2021-10-25 - 7:20:12 PM GMT

Document e-signed by Todd Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2021-10-25 - 7:20:21 PM GMT - Time Source: server

Agreement completed.
2021-10-25 - 7:20:21 PM GMT
October 11, 2021

TO: Barbara Doseck, Director
    Department of Law

FROM: Michelle Zaremba, Division Manager — Mediation Center
      Department of Planning, Neighborhoods & Development

SUBJECT: Request for Review and Approval of Resolution — Youth Leadership
         and Teacher Professional Development Grant Agreement

Attached for your review and approval is the draft Resolution to accept a grant to support
the U.S. Embassy in Sarajevo, Bosnia’s Youth Leadership and Teacher Professional
Development Program.

The grant agreement provides $120,000.00 to support the Dayton Mediation Center’s efforts
to provide programming to 18 students and 3 teachers in an intensive, substantive three-
week exchange in the United States in 2022. The City of Dayton will partner with the Dayton
Sister City Committee to implement portions of the program. No city funds will be required
for this grant.

Please contact Michelle Zaremba at extension 2352 with any questions. Thank you.

APPROVED:

[Signature]

Todd M. Kinskey, Director
Department of Planning, Neighborhoods & Development

Attachments

C: Project File
GRANT APPLICATION APPROVAL FORM

Date: July 8, 2021

Department/Division: Planning and Community Development/Mediation Center

Project Title: Youth Leadership and Teacher Professional Development Program with Bosnia-Herzegovina

CFDA Title and Number: 19.900

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money is from the federal government, even if the application is going to a state or local authority.)

Brief Description of Project:
The City of Dayton Mediation Center will apply for a grant to support the U.S. Embassy in Sarajevo, Bosnia's Youth Leadership and Teacher Professional Development Program. This will be the third year that the Mediation Center applies for this grant. This program supports the participation of high school youth and adult educators in an intensive, substantive, three-week exchange in the United States in the Spring of 2023. An exchange delegation of 18 high school students and 3 teachers from select cities in Bosnia-Herzegovina will work with the Dayton Mediation Center to learn about civic education, community service activities, and meet with community leaders.

Name and phone of staff person to be called when signed application is ready: Michelle Zaremba x2352

Name of staff person responsible for this grant: Michelle Zaremba

Deadline for submission to funding agency: July 31, 2021

When will grant award decision be made? (Estimate if necessary) September 2021

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<tr>
<th>LEVEL</th>
<th>AGENCY/FUNDING SOURCE</th>
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</tr>
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</table>

(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director’s Signature: [Signature] Date: 7/9/2021

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director, Department of Procurement, Management & Budget: [Signature] Date: 7/14/21

Director of Finance ( IF CASH MATCH IS REQUIRED) [Signature] Date: 

City Manager’s Office: E-SIGNED by Shelley Dickstein on 2021-07-15 17:03:29 GMT Date: July 15, 2021
VIEW GRANT OPPORTUNITY

010-FY2021
YOUTH LEADERSHIP PROGRAM – U.S. PARTNER
Department of State
U.S. Mission to Bosnia and Herzegovina

SYNOPSIS

Document Type: Grants Notice
Funding Opportunity Number: 010-FY2021
Funding Opportunity Title: YOUTH LEADERSHIP PROGRAM – U.S. PARTNER
Opportunity Category: Discretionary
Funding Instrument Type: Cooperative Agreement
Category of Funding Activity: Education
Expected Number of Awards: 1
CFDA Number(s): 19.900 – AEECA/ESF PD Programs
Cost Sharing or Matching Requirement: No

Version: Synopsis 1
Posted Date: Jun 29, 2021
Last Updated Date: Jun 29, 2021
Original Closing Date for Applications: Jul 30, 2021
Current Closing Date for Applications: Jul 30, 2021
Archive Date: Aug 29, 2021
Estimated Total Program Funding: $120,000
Award Ceiling: $120,000
Award Floor: $60,000

Eligibility

Eligible Applicants: Others (see text field entitled "Additional Information on Eligibility" for clarification)
Additional Information on Eligibility: U.S. public and private non-profit organizations and accredited secondary U.S. or higher education institutions (community colleges, liberal arts colleges, public and private universities) meeting the eligibility requirements outlined in this section are eligible to apply. Applicants must demonstrate an ability to work in all parts of BiH, whether independently or in cooperation with a partner organization.

Agency Name: U.S. Mission to Bosnia and Herzegovina
Description: The Office of Public Affairs (OPA), invites proposal submissions from U.S. public and private non-profit organizations and accredited U.S. post-secondary and secondary educational institutions (community colleges, liberal arts colleges, public and private universities) meeting the provisions described in Internal Revenue Code section 26 USC 501(c)(3) (see section III. Eligibility Information) to design and implement the Youth Leadership Program, pending the availability of FY 2021 AEECA funds.
Mandatory components:
1. The Youth Leadership Program should be organized for 10 high school students aged 15-19, and 3 leaders from three communities in BIH to reflect the country’s diversity and administrative divisions, for a total of 21 participants in one program.

2. The Youth Leadership Program should be a substantive three- to four-week exchange in the United States, in at least two different cities. The program should incorporate a homestay experience as part of the program.

3. The program in the United States should include group discussions, experiential learning activities, and exercises that focus on the themes outlined below and include aspects of leadership, teambuilding, collective problem-solving skills, effective communication, appreciation of diversity, and management skills. Therefore, participants should gain both theoretical knowledge and practical skills.

4. The program should ensure a balance of speakers and perspectives throughout the program schedule, representing diverse U.S. political viewpoints, as well as other aspects of diversity. The program should foster the Embassy’s mission to promote mutual understanding between citizens of other countries and citizens of the United States. Thus, the program should include robust opportunities for participants to meet Americans from a variety of backgrounds, to interact with their U.S. peers, and to speak to appropriate student and civic groups about their experiences and life in their home countries.

5. The program should include requirements of continued follow-on engagement and project implementation once participants return home.

In addition to developing participants’ leadership skills, the program should provide participants with an in-depth examination of one of the themes outlined below.

Link to Additional Information: YLPBiH@state.gov

Contact Information: Office of Educational Programs, Bureau of Educational and Cultural Affairs.
1. Recipient Name
CITY OF DAYTON

3. Address
101 W THIRD STREET PO BOX 22
DAYTON, OH 45401-0022
UNITED STATES

4. Recipient POC: Michelle Zaremba
Phone Number 9373332352
Email Michelle.Zaremba@daytonohio.gov

5. Type of Entity
U.S. Local Government

6. Unique Entity Identifier
004478194

7. EIN/ TIN
********

8. CFDA Number
19.900

9. Statutory Authority for Assistance
Foreign Assistance Act

10. Award Number
SBK80021CA3125

11. Period of Performance
Start Date 30-Sep-2021
End Date 30-Sep-2023

12. Amendment Number

13. Accounting and Appropriation Data
1900-2020-2021-19720103060003-4215-EUR--1370-SBK80021CA3125-4122------- $120,000.00 USD
BIH-DR.4

14. Funds Certified By
Aye Aye Maw

Funding Distribution

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16. Purpose of the Federal Award Activity
Immersive introduction of participants from BIH to American culture, democracy and leadership.

17. Specific Award Conditions
☑ Attached

Agreement

The recipient agrees to execute the work in accordance with the Notice of Award, the approved application incorporated herein by reference or as attached, and 2 CFR Parts 200 and 600 including any subsequent revisions.

18a. Recipient Name
Shelley Dickstein

18b. Recipient Signature

18c. Title
City Manager

18d. Date (dd-mm-yyyy)

19a. Grants Officer Name
Christienne Carroll

19b. Grants Officer Signature

19c. Bureau/Office/Post
AMERICAN EMBASSY SARAJEVO

19d. Date (dd-mm-yyyy)
24-Sep-2021

By signing this Federal award, the recipient acknowledges that it will comply with Federal regulations, the Terms and Conditions, and any Special Award Conditions associated with this award. Receipt of the recipient’s signature and return of the Federal Award Coversheet is required within ten (10) business days of the Grants Officer’s signature. Please return to the Grants Officer address indicated here: CarrollC@state.gov
During the period of performance, the Recipient must comply with:

- The Award Provisions below;
- The Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference and made part of this Federal Award. Electronic copies containing the complete text are available at: https://www.state.gov/about-us-office-of-the-procurement-executive/
- The applicable sections of 2 CFR §200 and 2 CFR §600; and
- All assurances and certifications made during the application process.

1) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):
   SBK80021CA3125

2) FEDERAL SHARE OF AWARD:
   $120,000.00 USD

3) PURPOSE AND OBJECTIVES OF AWARD:

   a. Purpose:
   CITY OF DAYTON (hereinafter referred to as the Recipient), is hereby provided a federal award, the purpose of which is to:

   implement s a three-week exchange program offering students and teachers from Bosnia and Herzegovina an opportunity to engage in a Project-Based Learning experience designed to provide an immersive introduction to American culture and democracy. During their experience, students and teachers will engage in a variety of activities, including workshops, training sessions, mock trial simulations, teambuilding exercises, volunteer service, leadership training, meetings, classroom visits, site visits, and social time among peers. Implementer will help participants to learn skills that will help them to gain understanding of the many ways to use their skills and knowledge to change their own country for better.

   The Recipient shall carry out the Agreement in accordance with its proposal dated: 22-Jul-2021, and any revisions to which both parties agree to in writing. The Recipient's proposal and any subsequent negotiated revisions are hereby incorporated by reference.

   b. Objectives and Expected Outcomes: The Recipient agrees to perform the program and meet the specific objectives below:

   Over the course of this exchange, the student participants will gain an understanding of the values underpinning American Democracy and why our government was structured according to the Federalist system, as well as how it has evolved over time at the Federal, State, and Local levels. The objectives are to help participants understand that this system is far from perfect, that challenges still exist, and that those challenges are being actively addressed by citizens who are using the tools available to them in order to effect real political change.

   For the teachers who are participating, the objective is to provide them with an understanding of how they can use Project-Based Learning to unleash the potential of their students and help them grapple with complex issues that exist within society through education. Providing them with an understanding of Project-Based Learning
and how to design curriculum around a Driving Question will be the ultimate objective, with the desired outcome in mind being that they will be able to take this back to their schools and begin utilizing this type of curriculum design.

4) CONTACT INFORMATION:

a. Grants Officer:
   Name: Christienne Carroll
   Post/Bureau: AMERICAN EMBASSY SARAJEVO
   Section: OPA
   Street Address: ROBERTA C. FRASUREA 1
   ATTN: OPA
   Zip Code: 71000
   E-mail: CarrollC@state.gov
   Telephone: +387 33 704 345

b. Grants Officer Representative:
   Name: Lejla Pasovic-Mustafic
   Post/Bureau: AMERICAN EMBASSY SARAJEVO
   Section: OPA
   Street Address: ROBERTA C. FRASUREA 1
   ATTN: OPA
   Zip Code: 71000
   E-mail: PasovicL@state.gov
   Telephone: +387 33 704 298

5) AUTHORIZED BUDGET SUMMARY:

Unless otherwise stipulated, funds provided under this award may only be expended on authorized activities which take place during the period of performance.

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</table>

6) INDIRECT COSTS:
   N/A

7) PRE-AWARD COSTS:
   N/A

8) PROGRAM INCOME:
Deduction: Any program income earned by the Recipient as a result of this award and during the period of performance must be deducted from the total allowable costs in order to determine the net allowable costs for the award.

9) COST SHARING:

It is understood and agreed that the Recipient must provide the minimum amount of cost sharing as stipulated in the Recipient’s approved budget. Cost sharing may be in the form of allowable direct or indirect costs. The Recipient must maintain written records to support all allowable costs which are claimed as being its contribution. Such records are subject to audit. In the event the Recipient does not provide the minimum amount of cost sharing as stipulated in the Recipient’s approved budget, the Department of State’s contribution may be reduced in kind.

10) SUBRECIPIENTS:

Issuing subawards that were not proposed in the Recipient’s approved budget requires prior approval. The Recipient must submit the proposed subaward budget and scope of work to the GO for review of cost allowability and approval prior to executing a subaward. The executed subaward does not need to be submitted to the GO but must be provided upon request.

All subawards must comply with the requirements of 2 CFR §200.332--Requirements for pass-through entities

11) PAYMENTS:

The Recipient must request payment under this award by completing form SF-270—Request for Advance or Reimbursement and submitting the form to the Grants Officer. Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Failure to comply with the terms and conditions of this award may result in payment delays.

12) REPORTING AND MONITORING:

The Recipient is required to submit Interim performance and Interim financial reports. All reports must be signed and certified by an authorized representative of the Recipient organization. All performance progress reports must indicate the Federal Award Identifying Number (FAIN), period of performance, reporting period end date, reporting frequency (quarterly, interim, semi-annual, annual, final) and include a detailed description of program progress.

Program reports must communicate, when applicable, progress toward achieving program objectives as included in section 3 of this award in a measurable way, referencing specific objectives, indicators, and activities. Reports should share lessons learned, information on improving program outcomes, and how to foster the adoption of promising practices.
(Include any additional reporting requirements as needed.)

Reports are due 30 days after the end of a reporting period and in accordance with the schedule below. A final program and financial report is due 120 calendar days after the period of performance end date. Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future awards and/or delays in payments.

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<th>Performance Progress Report Schedule</th>
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<tr>
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<table>
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<tr>
<th>Federal Financial Report Schedule</th>
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<td>Report</td>
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<tr>
<td>Report</td>
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<tr>
<td>Final</td>
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Financial Reports:
All financial reports must be submitted using form SF-425--Federal Financial Report. Financial reports shall be submitted directly to the Grants Officer and Grants Officer Representative.

The form and instructions are available at: https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html.

Performance Reports:
As appropriate, performance reports must contain:

- A comparison of actual accomplishments to the objectives of the federal award established for the period. This should include information relating fiscal data and accomplishments to performance goals and objectives;
- The reasons why established goals were not met, and
- Additional pertinent information including an analysis and explanation of cost overruns or high unit costs.

Performance Reports must be submitted to the Grants Officer and Grants Officer Representative via email.

The Recipient acknowledges that the Department of State may make site visits as determined by the Grants Officer.

13) SUBSTANTIAL INVOLVEMENT:
The Department of State will be substantially involved in carrying out the following aspects of this cooperative agreement:
1) Selecting the in-country partner to manage the recruitment and selection of the participants.
2) Making the final decision on program participants.
3) Providing advice and assistance in the execution of all program components.
4) Arranging international travel with in-country partner
5) Facilitating interaction within the Department of State, to include ECA, the regional bureaus, and overseas post.
6) Arranging meetings with Department of State/Embassy officials if necessary.
7) Approving host family applications, publicity materials, and the calendar of exchange
activities.
8) Monitoring and evaluating the program, through regular communication with the award recipient and possibly one or more site visits.
9) Performing an annual performance evaluation/review. Satisfactory performance and the availability of funds is a condition of continued administration of the program and execution of all option years.

14) WAIVER OF ACKNOWLEDGMENT OF DEPARTMENT OF
STATE SUPPORT AND BRANDING AND MARKING
REQUIREMENTS:

N/A

15) ADDITIONAL BUREAU/POST SPECIFIC REQUIREMENTS:

Detailed Outline of Award Recipient’s Responsibilities:

1) Preparation
   a) In cooperation with the Public Diplomacy Section (PDS), contact participants before the program to provide them with program information, pre-departure materials, and to gather information about their specific interests.
   b) Travel to Bosnia and Herzegovina to participate in a pre-departure session with program participants, in cooperation with the in-country partner and OPA.
   c) Enroll participants in the Bureau’s Accident and Sickness Program for Exchanges (ASPE) health benefits plan for the duration of the exchange and assist with claims as necessary.
   d) Hire and train staff, as needed, to accompany participants during the exchange period. Criminal background checks, including a search of the Department of Justice’s National Sex Offender Public Registry, must be conducted for all program staff and for new staff prior to hiring.
   e) Make housing arrangements. Carefully recruit, screen, and select diverse local host families to offer homestays (including lodging and meals) to the participants for the majority of the exchange period. Criminal background checks, including a search of the Department of Justice’s National Sex Offender Public Registry, must be conducted for all members of host families and others living in the home who are 18 years or older.
   f) Monitor housing arrangements to ensure the health and safety of participants.
   g) Orient participating organizations, staff, and host families to the goals of the program and to the cultures and sensitivities of the visitors.

2) Exchange Activities
   a) Design, plan, and implement a three- to four-week exchange program on the stated themes. Exchange activities must promote program goals. Activities will be school and community-based, as appropriate to the project, and will enable the exchange participants to engage with American teenagers.
   b) Provide opportunities for the adult participants to work with their peers and other professionals, volunteers, and youth advocates with whom they can discuss the support of youth development.
   c) Arrange appropriate community, cultural, social, and civic activities.
   d) Engage participants in at least two community service activities during the exchange. The program should provide context for the participants – identifying community needs, volunteerism, charitable giving, etc. – and a debriefing so that the service activity is not an isolated event and helps participants see how to apply the experience at home.
   e) Provide day-to-day monitoring of the participants’ well-being, preventing and dealing with any misunderstandings or adjustment issues that may arise in a timely manner. Inform PDS about any significant health or safety issues affecting program participants.
   f) Provide a closing session to summarize project activities, prepare participants to
implement their follow-on activities, and for their return home.

3) Follow-on activities
a) In cooperation with PDS, provide guidance and instruction on how to design and implement follow-on projects that reinforce the values and skills imparted during the exchange program and help them apply what they have learned to serve their schools and communities. Participants should design school- or community-based projects that will be implemented in groups.
b) Present creative and effective ways to address project themes, for both program participants and their peers, as a means to amplify program impact.
c) In addition to follow-on projects, support alumni in making presentations or preparing articles to share their experiences in other ways once they return home.
d) Travel to Bosnia and Herzegovina to monitor follow-up activities

4) Design and implement an evaluation plan that assesses the impact of the program.
5) Work in consultation with PDS in the implementation of the program, provide timely reporting of progress, and comply with financial and program reporting requirements.
6) Manage all financial aspects of the cooperative agreement, including stipend disbursements to the participants and management of sub-award relationships with partner organizations.

Payment will be effected in two installments through EFT. The first installment in the amount of USD 84,000 will be paid after signature of this grant and upon submission of the Recipient’s request. The second installment in the amount of USD 36,000 will be paid to the Recipient after submission of the interim-progress program and financial reports about the completion of the first phase of the project.

16) SPECIFIC CONDITIONS:
N/A

17) SPECIAL PROVISION FOR PERFORMANCE IN A DESIGNATED COMBAT AREA:
N/A

18) STATE DEPARTMENT LEAHY AMENDMENT VETTING REQUIREMENTS:
N/A

19) REPORTING TAXES ON FOREIGN ASSISTANCE FUNDS:
The Recipient is required to submit a report detailing foreign taxes assessed under this award during the prior U.S. Government fiscal year (10/01 - 09/30). The report must be submitted to the Grants Officer on an annual basis by February 15. The Recipient should submit an updated report if the foreign government reimburses the Recipient for any of the taxes reported in a previous report. The report must include the Recipient’s name, contact information, award number, and the amount of foreign taxes assessed by a foreign government.

Taxes to be reported include value-added taxes and customs duties assessed by each foreign government receiving foreign assistance under this award (listed separately) on any purchase of goods or services of $500 or more or any other tax that is assessed in an amount of $100 or more on United States foreign assistance funds under this award.
The Recipient is not required to report on individual income taxes assessed to local staff or any taxes assessed by a third-party foreign government, which is not a beneficiary of the foreign assistance funds used to finance this award.

20) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

N/A

21) PROCUREMENT OF COVERED MATERIAL:

N/A
1. APPLICANT’S CONTACT INFORMATION

a. Implementing organization: Dayton Mediation Center (Planning Division, City of Dayton Government)
b. Contact Person and Title: Michelle Zaremba, Manager
c. Address/ Postal Code and City: 371 West Second Street, Third Floor, Dayton, OH 45402
d. Phone number: 937-333-2352
e. E-mail: michelle.zaremba@daytonohio.gov

2. BASIC INFORMATION ABOUT THE PROPOSAL

A. Project title: The Four Cities Young Leader Academy (FCYLA)

B. Amount requested (USD): $120,000.00  
Amount of co-share if any (USD): $25086.00  
Total Cost (USD): $145086.00

3. EXECUTIVE SUMMARY

FCYLA is a three-week exchange program offering students and teachers from Bosnia and Herzegovina an opportunity to engage in a Project-Based Learning experience designed to provide an immersive introduction to American culture and democracy. This experience will be organized by the Dayton Mediation Center (DMC), which is a division of the City of Dayton’s Department of Planning and Community Development. BiH participants will arrive in Dayton and depart in October of 2022. During their experience, students will engage in a variety of activities, including workshops, training sessions, mock trial simulations, teambuilding exercises, volunteer service, leadership training, meetings, classroom visits, site visits, and social time among peers. These activities will be planned in conjunction with school and community activities to create educational opportunities for both the exchange participants and their hosts/peers. Cultural and recreational activities will balance the schedule. In the short-term, students and teachers will come away with practical and first-hand knowledge about how to effect political change in a democracy and (for teachers) how to use Project-Based Learning to unleash students’ hidden potential. In the long-term, students and teachers alike will go back to BiH with a mission to effect change within their communities. The funding level requested for organizing this exchange is $120,000.

4. DESCRIPTION OF PROJECT ACTIVITIES
FCYLA is a three-week exchange program offering students and teachers from Bosnia and Herzegovina an opportunity to engage in a Project-Based Learning experience organized around the Driving Question: “How do you effect change in a democracy?” Participants will answer this question themselves by learning about American culture and democracy through the following three themes:

- **“Values and Ideals”** – in this portion students will spend their time understanding their own personal value system and what matters to them as individuals, including what components of their identities are driven by their culture, history, and government. This will be achieved by examining the history, culture, and government of the United States of America, specifically by looking at its Constitution, governmental structure, and meeting people and organizations within the country that are working to fulfill those American ideals and drawing parallels to their own country. The Driving Questions include the following:
  
  o  What are my personal values and ideals? (Understanding yourself)
  o  How the system in which I operate supposed to work? (Understanding the system)

- **“Challenges and Solutions”** – through this theme, students will focus on understanding the challenges that exist and roadblocks that stand in the way of fulfilling those ideals by being exposed to individuals and organizations within the community who have identified challenges and are working to effect change to address those issues. The Driving Questions for this theme are as follows:
  
  o  What are the issues that matter to me? (Understanding yourself)
  o  What are possible solutions to the challenges that I see within my own city/canton/country? (Understanding the system)

- **“Equipping Ourselves to Enact Change”** – In this theme, students will learn what tools exist, and how to use those tools to encourage others to join them in effecting political change, including public speaking, digital media production, and more. The culmination of this project will include a presentation to members of the Dayton community about what issue they want to change within their own city/canton/country and describes their vision of change and attracts others to their idea. The Driving Questions for this theme include:
  
  o  What are the tools I need to learn in order to enact change? (Equipping yourself)
  o  How do I use those tools to influence others? (Changing the system)

A complete draft itinerary can be found in Appendix A.

5. **PROJECT OBJECTIVES AND DESIRED OUTCOMES**

Over the course of this exchange, the student participants will gain an understanding of the values underpinning American Democracy and why our government was structured according to the Federalist system, as well as how it has evolved over time at the Federal, State, and Local levels. The objectives we have in designing the program in this way are to help them understand that this system is far from perfect, that challenges still exist, and that those challenges are being actively addressed by citizens who are using the tools available to them in order to effect real political change. The desired outcome for the exchange is to inspire them to go back to BiH to affect change, while also preparing them with a better sense of what it takes to effect those changes and an understanding of the many ways they can do this in their own country. The ideal outcome would be that students would go back and spark a campaign around an issue that they are passionate about and create organizations that will enable them to affect the changes they want to see.
For the teachers who are participating, the objective is slightly different in that we hope to provide them with an understanding of how they can use Project-Based Learning to unleash the potential of their students and help them grapple with complex issues that exist within society through education. Providing them with an understanding of Project-Based Learning and how to design curriculum around a Driving Question will be the ultimate objective, with the desired outcome in mind being that they will be able to take this back to their schools and begin utilizing this type of curriculum design.

6. TRAVEL HOUSING, AND OTHER LOGISTICS

Homestay arrangements will be made for all students and teachers participating in the exchange. The DMC will partner with the Dayton Sister City Committee and Dayton Council on World Affairs to advertise the need for homestay families and set up an application form through the Sister City Committee’s website. Members of the committee will help by spreading the word digitally (through email and social media) and by making visits to local organizations whose members may be willing to host students to explain the program. Select advertising through radio and TV will also be utilized to help spread the word. For screening, all individuals who are hosting students will be required to do a BCI and FBI background check through the City of Dayton Department of Recreation and Youth Services after visiting the DMC for a face-to-face interview, if they pass the survey portion of the screening process. DMC staff will also do a check on the individuals at that time through the Department of Justice’s National Sex Offender Public Registry.

7. PARTICIPATING ORGANIZATIONS

The DMC will work with a variety of local organizations to help develop programming and ensure that the goals, program requirements and responsibilities of the grant are fulfilled. An additional organization that will be crucial in the fulfillment of this exchange is the Dayton Sister City Committee.

The Dayton Sister City Committee was created by the Dayton City Commission in 1964. Committee members are appointed by the Dayton City Commission. All Activities undertaken on behalf of the Dayton Sister City Committee are done on a volunteer basis. The Dayton Sister City Committee is a member of Sister Cities International. Its mission is to "Promote peace through mutual respect, understanding, and cooperation - one individual, one community at a time." Dayton has had an active Sister City relationship with Sarajevo since 1999 and helped facilitate an agreement between the mayors of Dayton, Sarajevo, Banja Luka, and Mostar to work more closely between the four municipalities.

The Dayton Sister City Committee will be instrumental in helping advertise the need for homestay families and serving as a connecting organization between the Dayton Mediation Center and local organizations. The Committee also will engage its members to help serve as chaperones and/or organizers for portions of the exchange.

The DMC will also seek to collaborate with the part organizations identified in Appendix B. Letter of support from Dayton Sister City Committee can be found in Appendix C.
During the exchange itself one DMC staff member will be working on this program full-time for the duration of the exchange to ensure that students and participants are getting where they need to go in a timely manner. This member will check in with students and chaperones each day about homestay arrangements and address any challenges/concerns as they arise during all hours of the day. Keeping track of activities will be achieved by posting pictures and copy about major activities throughout the experience to the Dayton Sister City Committee’s Facebook page so that the community and EPA/OPA can see in real time what the students are doing each day and publicize the efforts of the OPA. After the program is over, students will be given a survey to rate the experience and describe what they learned. A Facebook group will also be created to help connect students with one another and with people they met in the United States during their visit.

9. DIVERSITY

Diversity will be a central focus of this program, and the organizations that have been identified have been selected, in part, because of either their commitment to promoting diversity and/or their unique geographic, racial, ethnic, socioeconomic, or religious diversity. The goal in selecting many of these organizations is to introduce participants to a wide array of people working across these cultural boundaries to effect political change, and the goal of demonstrating that people can and do work together effectively is at the forefront of our minds in the programmatic design process.

10. INSTITUTIONAL CAPACITY AND PROJECT MANAGEMENT

The City of Dayton established the Dayton Mediation Center in 1987 in an effort to ease the impact of community conflicts on public resources. The Dayton Mediation Center (DMC) operates as a division of the Planning and Community Development department within the City of Dayton’s organizational structure. The Center has become a trusted resource as one of the oldest and most robust conflict intervention resources in the country for those wishing to engage conflict constructively. The DMC intervenes in more than 1,000 conflict situations annually. The Center’s services have been utilized by residents, neighborhood organizations, businesses, employers and employees, schools, law enforcement agencies and court systems. The DMC has a full-time staff of four people and contracts with an additional five Mediation Specialist Contractors to manage its programming. In addition to paid staff, the Center has 70+ active volunteers who help the Center carry out its mediations for the majority of its cases. Co-located at the DMC is the Institute for the Study of Conflict Transformation, a think tank that was founded by leading scholars and practitioners utilizing the Transformative Approach to Conflict (as described in The Promise of Mediation, Baruch and Folger, 1994).

The DMC is headed by Manager Michelle Zaremba and has a highly-skilled staff with a wide array of programming that includes case management, trainings, volunteer recruitment, continuing education, and more. The DMC is uniquely positioned to run such a program owing to its unique connection with the country of Bosnia and Herzegovina, (both as an organization as well as through the City of Dayton’s Sister City relationship with Sarajevo), its connection to the rich variety of resources and organizations within the community, and the unique skill sets of its staff members. The DMC’s connection to BiH began in 2016 when staff members traveled to BiH as part of the City of Dayton’s visit to Sarajevo, Banja Luka, and
Mostar. The visit was arranged as part of an agreement that was signed in 2015 between the Mayors of the four cities at the 20th Anniversary Commemoration of the signing of the Dayton Peace Accords here in Dayton. Additionally, as an organization that is a part of the City of Dayton’s organizational structure, the DMC is uniquely positioned to be able to maximize the efforts of the City’s various departments and enable it to apply for this grant opportunity while having the flexibility to partner with a wide array of community stakeholders.

11. WORK PLAN/SCHEDULE

September – December 2021: This period of time will be spent working with local partners to solidify plans for the exchange, including contracting with local organizations and stipulating the services that will be provided in exchange for the contracted amounts. The time will also be used to lay the groundwork and infrastructure for the marketing campaign to attract homestay participants, including creating online forms and arranging marketing opportunities to publicize the need for volunteers.

January – March 2022: During this time period we will begin actively recruiting homestay families/volunteers and advertising the partnerships to local volunteer-based organizations in the Dayton area. A final schedule of activities will be prepared and submitted to EPA/OPA with any necessary revisions and ultimate approval. Any remaining contracts with local organizations will be finalized during this time period.

March – April 2022: These months will primarily consist of applicant screening according to the process outlined above under Section 6. Given the flexibility of parts of the teacher exchange schedule, this time period will also involve communication with the selected teacher recipients to identify what day(s) they want to stay with students vs. what days they want to pursue the programming that they will be doing in order to help give them a voice and choice in their schedule. Purchasing tickets and making payments on contracts for the provision of services will be completed by this period of time as well.

May – June 2022: This time period will be focused on connecting homestay families with their future student/teacher guests by having them send letters introducing themselves to one another. A cultural orientation and program overview for homestay families will be provided as well so they understand what is expected of them and are familiar with the schedule and expectations of drop-off/pick-up times, providing food, preparing spaces in their homes, etc. Teacher programming will be solidified during this time as well.

July – August 2022: During this time DMC staff will be making final preparations for the exchange, finalizing exact times for local participants, ensuring any last-minute scheduling challenges are addressed, and preparing local participants (especially students) for interacting with students from BiH and following up with all participating organizations to ensure proper preparations are being made.

September 2022: DMC staff members will travel to Sarajevo in August to lead the orientation for student and teacher participants during this time.

October 2022: Programming will take place during this time.

November-December 2022: DMC staff will send out the survey to BiH participants and local organizational partners, gather feedback, and send a follow-up report to the EPA/OPA about the program.
January-March 2023: The DMC will carry out follow-up programming with local participants.

12. PREVIOUS U.S. GOVERNMENT FUNDING

The Dayton Mediation Center is part of the City of Dayton’s Department of Planning and Community Development. This department administers approximately $8 million in annual federal grants from the U.S. Department of Housing and Urban Development: Community Development Block Grant, HOME Investment Partnerships Program, Emergency Solutions Grant, and Continuum of Care Grant.

13. DETAILED BUDGET (itemize any amount larger than $200):

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<th>ITEM</th>
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<th>B PRICE PER UNIT</th>
<th>C U.S. SHARE OF THE COST (A x B)</th>
<th>D APPLICANT’S SHARE OF THE COST (IF ANY)</th>
<th>E TOTAL (C+D)</th>
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<td>1</td>
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<td>$1,000</td>
<td>-</td>
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<tr>
<td>DC Trip Contract w/Classic Student Tours</td>
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<td>$5,764</td>
<td>-</td>
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<tr>
<td>BCI/FBI Background check for homestays</td>
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<td>$20</td>
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<tr>
<td><strong>SUBTOTAL E</strong></td>
<td></td>
<td>$12,604</td>
<td>$35,939</td>
<td>$8,168</td>
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**F. Other Direct Costs**

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<tr>
<th>Item</th>
<th>Quantity</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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</thead>
<tbody>
<tr>
<td>Phone, Fax, Internet</td>
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<td>$497</td>
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<td>$497</td>
<td>$497</td>
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<tr>
<td>Participant Insurance</td>
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<td>Office Rent</td>
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<td>$2,000</td>
<td>$0</td>
<td>$2,000</td>
<td>$2,000</td>
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<tr>
<td><strong>SUBTOTAL F</strong></td>
<td></td>
<td>$3,497</td>
<td>$1,000</td>
<td>$2,497</td>
<td>$3,497</td>
</tr>
</tbody>
</table>

**GRAND TOTAL (A+B+C+D+E+F)**

$120,000 | $25,086 | $145,086

14. **BUDGET NARRATIVE**

*Please see Appendix F for a detailed budget narrative.*
U.S. DEPARTMENT OF STATE
STANDARD TERMS AND CONDITIONS FOR FEDERAL AWARDS
EFFECTIVE OCTOBER 21, 2020

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*Applicable to Awards to Individuals
A. INTRODUCTION


The recipient shall provide the principal investigator(s) or project director(s) with a copy of these terms and conditions, including the award provisions, and any subsequent changes to the award. Electronic copies of these Terms and Conditions are publicly available at https://www.state.gov/about-us-office-of-the-procurement-executive/.

These term and conditions may be duplicated, copied or otherwise reproduced as appropriate.

B. ORDER OF PRECEDENCE

In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:

(1) Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award.

(2) Code of Federal Regulations (CFR)

(3) Standard Terms and Conditions

(4) Award Provisions

(5) Other award documents and attachments

C. APPLICABILITY

<table>
<thead>
<tr>
<th>Organization Type</th>
<th>Applicable Administrative Requirements</th>
</tr>
</thead>
</table>
| Domestic Non-federal entity (including state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization) | • 2 CFR 200: Subparts A through F  
• 2 CFR 600 & 601                                                               |
| Foreign Non-Profit Organization                                                   | • 2 CFR 200: Subparts A through E  
• 2 CFR 600 & 601                                                               |
| Domestic & Foreign For-Profit Organization                                         | • 2 CFR 200: Subparts A through D  
• 2 CFR 600 & 601  
• 48 CFR Part 30 & 31                                                           |
| Individuals                                                                       | • None                                                      |
| Foreign Public Entities (Including Public International Organizations)             | • None                                                      |
D. **DEPARTMENT OF STATE RESPONSIBILITIES**

The Department of State (hereinafter referred to as the Department) has overall responsibility for Department-funded awards, including providing oversight for technical, programmatic, financial and administrative performance.

**Grants Officer (GO):**

Authorized by a warrant issued by the Department’s Procurement Executive, the GO is responsible for all actions on behalf of the Department, including entering into, amending, or terminating the award. In addition, the GO is responsible for the administrative coordination and liaison with the recipient. The GO is the only person authorized to approve changes to any of the requirements in the award.

**Grants Officer Representative (GOR):**

In accordance with Department policy, the GO is responsible for all aspects of the award, but may designate technically qualified personnel to join in the administration of grants. The GOR is delegated by the GO and responsible for the programmatic, technical, and/or scientific aspects of the award. The recipient should direct all correspondence related to programmatic and budgetary issues to both the GO and GOR.

E. **RECIPIENT RESPONSIBILITIES AND COMPLIANCE WITH FEDERAL REQUIREMENTS**

The recipient is responsible for notifying the Department of any significant problems relating to the administrative, programmatic or financial aspects of the award.

The recipient has full responsibility for the management of the project or activity supported under the award and for adherence to Federal regulations, the award provisions, and these terms and conditions. Although the recipient is encouraged to seek the advice and opinion of the GO and/or the GOR on special problems that may arise, such advice does not diminish the recipient’s responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to the Department.

In addition to the requirements specified in 2 CFR 200.331, these terms and conditions flow down to all subrecipients and must be included in the recipient’s subaward instrument. Depending on the type of entity, all subrecipients and subcontractors are subject to the Federal regulations specified in provision C—Applicability of these terms and conditions.

Nothing in this provision alters the recipient’s responsibility for conduct of the project and compliance with all applicable laws and regulations.
F. **Universal Identifier and System of Award Management**

In compliance with 2 CFR 25.220, the Department has adopted the Award term—System for Award Management and Universal Identifier Requirements. The full text of this award term is included as Appendix 1 to these terms and conditions.

G. **Reporting Subaward and Executive Compensation Information**

In compliance with 2 CFR 170.220, the Department has adopted the Award term—Reporting Subawards and Executive Compensation. The full text of this award terms is included as Appendix 2 to these terms and conditions.

Awards that are deemed “sensitive” and therefore do not require Federal Funding Accountability and Transparency Act (FFATA) reporting will be designated in the award provisions stating that the award is not subject to the FFATA subaward reporting requirements as outlined in the Office of Management and Budgets (OMB) guidance issued August 27, 2010.

H. **Award Term for Trafficking in Persons**

In compliance with 2 CFR 175.15(a), the Department has adopted the Award term—Trafficking in Persons. The full text of this award term is included as Appendix 3 to these terms and conditions.

I. **Never Contract with the Enemy**

In accordance with 2 CFR 183, the following terms apply if the award exceeds $50,000 and is performed outside the United States, including U.S. territories, and is in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. It does not apply to the authorized intelligence or law enforcement activities of the Federal Government.

1. **Prohibition on Providing Funds to the Enemy**
   
   A. The recipient must—

   1. Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

   2. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Department of State provides written approval to continue the subaward or contract.
B. The recipient may include the substance of this clause, including paragraph (A) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

C. The Department of State has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Department becomes aware that the recipient failed to exercise due diligence as required by paragraph (A) of this clause or if the Department becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

II. Additional Access to Recipient Records

A. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

B. The substance of this clause, including this paragraph (B), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

J. NONPROCUREMENT DEBARMENT AND SUSPENSION

In compliance with 2 CFR 180.20, the Department has adopted the OMB guidance in subparts A through I of 2 CFR 180 (and as supplemented by 2 CFR 601), as the Department’s policy and procedures for nonprocurement debarment and suspension.

K. GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

In compliance with 2 CFR 182.20, the Department has adopted the OMB guidance in subparts A through F of 2 CFR 182 (and as supplemented by 22 CFR 133), as the Department’s policies and procedures for the drug-free workplace requirements.

L. DOMESTIC PREFERENCE FOR PROCUREMENTS

In accordance with 2 CFR 200.322, the recipient should to the greatest extent practicable under the award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other
manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under the award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“ Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. PRIOR APPROVAL REQUIREMENTS

In addition to prior approval requirements specified in 2 CFR 200.308, the recipient must receive prior approval in order to transfer funds between direct cost categories when the Federal share of the award exceeds the Simplified Acquisition Threshold ($250,000) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Department. When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application.

N. BRANDING AND MARKING

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, must be marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. The recipient may continue to use existing logos or program materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos. Recipients wishing to use the Department of State seal in addition to the U.S. flag must receive prior written permission from the GO.

This requirement does not apply to the recipient’s own corporate communications or in the United States. For general questions about the Department marking policy and overall branding strategy, please contact VisiblyAmerican@state.gov.

The recipient must appropriately acknowledge the U.S. Government support in all dealings with program participants, and in press releases, ceremonies, dedications, interviews, publicity, etc. Furthermore, the recipient must coordinate publicity, ceremonial events, dedications, etc., with the sponsoring Department office or embassy office and public affairs officer.

For all Department funded awards, publications or articles resulting from the award must acknowledge the support of the Department and include a disclaimer of official endorsement as follows: “This [article] was funded [in part] by a grant from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State.” The recipient must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the award.
O. GOVERNMENT-FINANCED AIR TRANSPORTATION

All Federal government financed international air transportation is required by 49 U.S.C. 40118, commonly referred to as the "Fly America Act," to use U.S. air carrier service for all air travel and cargo transportation services. One exception to this requirement is transportation provided under a bilateral or multilateral air transport agreement, to which the U.S. government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act.

Current “Open Skies Agreements” that are in effect can be found here: https://www.gsa.gov/policy-regulations/policy/travel-management-policy/fly-america-act.

It is the recipient’s responsibility for making determinations and documenting the decision as to whether an exemption to this requirement applies.

Exceptions vary depending on the direction of travel and are outlined in 41 CFR 301-10.136 and 41 CFR 301-10.137.

P. MANDATORY DISCLOSURE

Consistent with 2 CFR 200.113, the recipient and any subrecipient must disclose, in a timely manner, in writing to the Department or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Recipients that have received a Federal award including the term and condition outlined in Appendix 4 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.340.

Disclosures must be made to:

U.S. Department of State
Office of Inspector General
P.O. Box 9778
Arlington, VA 22219
Phone: 1-800-409-9926 or 202-647-3320
Website: https://oig.state.gov/hotline

If the total value a recipient’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the award, then you as the recipient must comply with Appendix 4 of these terms and conditions.

Q. CONFLICT OF INTEREST

In accordance with 2 CFR 200.318, the recipient must maintain written standards of conduct covering conflicts of interest and governing the action of its employees engaged in the selection, award, and administration of contracts. In addition, the recipient must also maintain written standards of conduct covering organizational conflicts of interest.
The recipient must disclose any conflict of interest, including organizational conflicts of interest, and the recipient’s approach for resolving the conflict of interest to the GO for the award within ten (10) calendar days of the discovery of the conflict of interest. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the GO will make a determination regarding the effectiveness of the recipient’s actions to resolve the conflict of interest within thirty (30) calendar days of receipt of the recipient’s notice, unless the GO advises the recipient that a longer period is necessary. The recipient must not request payment from the Department for costs for transactions subject to the conflict of interest pending notification of the GO’s determination. The recipient’s failure to disclose a conflict of interest may result in cost disallowances.

R. RESTRICTIONS ON LOBBYING

In accordance with 31 USC 1352, the recipient is required to abide by the policy and procedures codified at 22 CFR 138 et seq. By accepting the award, the recipient agrees that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L1L, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $20,134 and not more than $201,340 for each such failure.

S. PROHIBITION AGAINST ASSIGNMENT

Notwithstanding any other provision of the award, the recipient must not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.
T. **INDIRECT COSTS**

A non-profit organization which has not previously established an indirect cost rate with a Federal agency, that believes the Department should be its cognizant agency, shall submit its initial indirect cost proposal immediately after the organization is advised that the award will be made and, in no event, later than three months after the effective date of the award. When requested by the recipient, the GO will provide instructions on how to submit the indirect cost rate proposal.

U. **AUDITS**

All U.S. recipients (not including for-profit organizations) that expend $750,000 or more during the recipient’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F. In addition, the recipients are subject to the audit requirements found in the Single Audit Act of 1984, 31 U.S.C. 7501-7506. The cost of an audit may be charged to the award in accordance with 2 CFR 200.425.

All foreign recipients that expend $750,000 or more during the recipient’s fiscal year in Department of State awards must have a single or program-specific audit conducted for that year in accordance with these terms and conditions. In the event the recipient undergoes an audit for another Federal agency, a second audit does not need to be procure so long as the Department’s funding was analyzed under the same audit. A program-specific audit means an audit of one Federal award program. Single audit means an audit that includes both the recipient’s financial statements and the Department awards received to be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

The audit must be independently and professionally executed in accordance with GAGAS either prescribed by a government’s Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States, or in accordance with the host country’s laws or adopted by the host country’s public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the GO’s approval.

The Department and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in the Department’s possession pertaining to the award. Furthermore, the Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers and records of the recipient. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. The Department reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the recipient’s documents and facilities.

V. **TERMINATION**

In compliance with 2 CFR 200.340, any award may be terminated in whole or in part as follows:
(1) By the Department, if the recipient fails to comply with the terms and conditions of the
award;

(2) By the Department, to the greatest extent authorized by law, if the award no longer
effectuates the program goals or agency priorities;

(3) By the Department with the consent of the recipient, in which case the two parties must
agree upon the termination conditions, including the effective date and, in the case of partial
termination, the portion to be terminated;

(4) By the recipient upon sending to the Department GO written notification setting forth the
reasons for such termination, the effective date, and, in the case of partial termination, the
portion to be terminated. However, if the Department determines in the case of partial
termination that the reduced or modified portion of the award will not accomplish the
purposes for which the award was made, the Department may terminate the award in its
entirety; or

(5) By the Department pursuant to termination provisions included in the award provisions.

W. APPEALS

If the recipient fails to comply with Federal statutes, regulations or the terms and conditions of the
award, the GO may take appropriate action including, but not limited to, withholding payments,
disallowing costs, suspending or terminating the award, or initiating suspension and debarment
proceedings.

In accordance with 2 CFR 200.341, the GO will provide the recipient an opportunity to object and
provide information and documentation challenging the action. The recipient has 30 days after
receiving the written notification to submit its appeal. The recipient’s appeal should contain:

A cover letter with a brief statement of the recipient’s argument and the disputed factual, legal, or
other issues.

(1) the date the recipient received the GO’s decision;

(2) the amount of disallowed costs in dispute (if applicable); and

(3) any other relevant documents.

X. CLOSEOUT

In accordance with 2 CFR 200.345, the closeout of the award does not affect any of the following:

(1) the right of the Department to disallow costs and recover funds on the basis of a later audit
or other review.

(2) The requirement for the recipient to return any funds due as a result of later refunds,
corrections, or other transactions including final indirect cost rate adjustments.
(3) The ability of the Department to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(4) Audit requirements in subpart F of 2 CFR 200.

(5) Property management and disposition requirements in 2 CFR 200.310 through 200.316.

(6) Records retention as required in 2 CFR 200.334 through 200.337.

After closeout of the award, a relationship created under the award may be modified or ended in whole or in part with the consent of the Department and the recipient, provided the responsibilities of the recipient referred to above including those for property management as applicable, are considered and provisions made for continuing responsibilities of the recipient, as appropriate.

The recipient may charge the award during closeout for the costs of publication or sharing of research results if the costs are not incurred during the period of performance of the award.

Y. NONDISCRIMINATION IN DEPARTMENT OF STATE PROGRAMS

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance

In accordance with 29 USC 701 et seq., the recipient is required to abide by the policy and procedures codified at 22 CFR 142, which is designed to eliminate discrimination on the basis of handicap in any program or activity receiving Federal financial assistance.

Nondiscrimination in Federally-Assisted Programs of the Department of State — Effectuation of Title VI of the Civil Rights Act of 1964

In accordance with 42 USC 2000d et seq., the recipient is required to abide by the policy and procedures codified at 22 CFR 141, which stipulates that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of State.

Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance

In accordance with 42 USC 6101 et seq., the recipient is required to abide by the governmentwide policy and procedures codified at 45 CFR 90 and as supplemented by 22 CFR 143, which prohibits discrimination on the basis of age in programs or activities in the United States receiving Federal financial assistance.

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

In accordance with 20 USC 1681 et seq., the recipient is required to abide by the policy and procedures codified at 22 CFR 146, which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.
Z. **PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

In accordance with **22 USC 2291f**, the recipient is required to abide by the policy and procedures codified at **22 CFR 140**, which is designed to ensure that Federal assistance funds are not provided to or through any individual or entity that:

1. Has been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating [to] narcotic or psychotropic drugs or other controlled substances; or

2. Is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assister, abettor, conspirator, or colluder with others in the illicit trafficking in any such substance.

AA. **PROHIBITION ON USE OF FUNDS FOR PERFORMANCE OR RESEARCH RESPECTING ABORTIONS OR INVOLUNTARY STERILIZATION**

The recipient agrees that in accordance with **22 USC 2151b(f)** no foreign assistance funds provided by the award shall be used to:

1. Pay for the performance of abortions as a method of family planning or to motivate or coerce any person to practice abortions (Helms Amendment, 1973).

2. Pay for the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations (Involuntary Sterilization Amendment, 1978).

3. Pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilization as a means of family planning (Biden Amendment, 1981).

Furthermore, the recipient agrees in accordance with the Department of State’s annual appropriation bill, that no funds provided by the award may be used to lobby for or against abortion (Siljander Amendment, 1981).

BB. **POLICY GUIDANCE**

The recipient shall comply with the following Executive Orders as applicable:

1. **E.O. 12432 – Minority business enterprise development**

2. **E.O. 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism**

3. **E.O. 13279 - Equal Protection of the Laws for Faith-Based and Community Organizations**

4. **E.O. 13950 - Combating Race and Sex Stereotyping**
APPENDIX 1

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
   a. A foreign organization;
   b. A foreign public entity;
   c. A domestic for-profit organization; and
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.
APPENDIX 2

1. Reporting Subawards and Executive Compensation
   
   A. Reporting of first-tier subawards.
   
   1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph E. of this award term).
   
   2. Where and when to report.
      
      a. The non-Federal entity or Federal agency must report each obligating action described in paragraph A.1. of this award term to http://www.fsrs.gov.
      
      b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
   
   3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.
   
   B. Reporting total compensation of recipient executives for non-Federal entities.
   
   1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
      
      a. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
      
      b. In the preceding fiscal year, you received—
          
         i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
          
         ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
      
      c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
   
   2. Where and when to report. You must report executive total compensation described in paragraph B.1. of this award term:
      
      a. As part of your registration profile at https://www.sam.gov.
b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—
   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawa...)
   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawa...)

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph C.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization; and,

d. A domestic or foreign for-profit organization.

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

   c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

   a. Receives a subaward from you (the recipient) under this award; and

   b. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).
APPENDIX 3

1. Trafficking in Persons.

   A. Provisions applicable to a recipient that is a private entity.

      1. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—

         a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

         b. Procure a commercial sex act during the period of time that the award is in effect; or

         c. Use forced labor in the performance of the award or subawards under the award.

      2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

         a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or

         b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—

            i. Associated with performance under this award; or

            ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 601.

   B. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

      1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

      2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either—

         a. Associated with performance under this award; or

         b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 601.

   C. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or b. of this section:
   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
   a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:
   a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   b. Includes:
      i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      ii. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
APPENDIX 4

I. Reporting of Matters Related to Recipient Integrity and Performance

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

2. Reached its final disposition during the most recent five-year period; and

3. Is one of the following:

a. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

b. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

c. An administrative proceeding, as defined in paragraph E.1. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

d. Any other criminal, civil, or administrative proceeding if:

   i. It could have led to an outcome described in paragraph B.3.a., b., or c. of this award term and condition;

   ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

   iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
C. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions
For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
   a. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
   b. The value of all expected funding increments under a Federal award and options, even if not yet exercised.
A RESOLUTION

Withdrawing the Objection to the Issuance of Liquor Permit No. 0346763, B&B Lounge, 2914 Salem Ave, Dayton, Ohio 45406 and Declaring an Emergency.

WHEREAS, On June 30, 2021, this Commission by Resolution No. 6589-21 objected to the issuance of Liquor Permit No. 0346763, B&B Lounge, 2914 Salem Ave, Dayton, Ohio 45406, based upon the recommendation of the Police Department; and,

WHEREAS, The City and Applicant have agreed to a Cooperation Agreement outlining the Applicant’s relationship with the City; and

WHEREAS, The Applicant has agreed to, among other things: (1) cooperate with any and all police investigations related to crime in and around the permit premises; (2) abide by all federal, state and local laws and regulations, including but not limited to Ohio liquor laws and regulations; (3) require adequate training to employees regarding proper maintenance and operation of the permit premises; (4) maintain the exterior premises free from trash, litter, and other debris; (5) remove any graffiti; (6) require its employees to attend training courses provided by the Police Department; (7) provide security camera footage to the Police Department, upon request; (8) provide the Police Department right of entry as necessary; and (9) work with the City to abate any nuisance that may arise as a result of its operation; and

WHEREAS, This Commission deems it to be in the best interest of the City to withdraw the City’s Objection to the Issuance of Liquor Permit No. 0346763; now, therefore,

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

Section 1. That this Commission withdraws its objection to the issuance of Liquor Permit No. 0346763, B&B Lounge, 2914 Salem Ave, Dayton, Ohio 45406.

Section 2. That two (2) certified copies of this Resolution be sent to the Superintendent of the Ohio Division of Liquor Control as soon as practicable.
Section 3. That for the reason set forth in the preamble, this Commission declares this Resolution to be an emergency and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION........................................, 2021

SIGNED BY THE MAYOR..................................................., 2021

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
October 26, 2021

TO: Shelley Dickstein  
City Manager

FROM: Barbara J. Doseck  
City Attorney

SUBJECT: Liquor License Application No. 0346763 (NEW)  
B&B Lounge  
2914 Salem Avenue,  
Dayton, Ohio 45406

Earlier this year, the Law Department recommended an objection to the renewal of the above-referenced liquor license. The City requested this objection due to the Applicant commencing operations before final issuance of their liquor permit by the State. Since that time, Counsel for the City and B&B Lounge executed a Good Neighbor Agreement concerning the operations of the establishment. The Good Neighbor Agreement is attached to the accompanying Resolution to this Memorandum. As a result of execution of this Good Neighbor Agreement, we would recommend that the objection be withdrawn.

Based on the foregoing, the Law Department recommends that the Commission withdraw its objection by no later than the November 3, 2021 meeting. The Resolution and Exhibit 1 - Good Neighbor Agreement are attached to this Memorandum for your review.

Should you have any questions or concerns, please do not hesitate to contact me or Assistant City Attorney Adam Laugle.

BJD/aml

Attachment

cc: Interim Chief Matt Carper  
Adam Laugle
COOPERATION AGREEMENT

This COOPERATION AGREEMENT ("Agreement") entered into this ___ day of __________, 2021, by and between the City of Dayton, Ohio, a municipal corporation whose mailing address is 101 W. Third Street, Dayton, Ohio, 45402, ("City"), and B&B Lounge, 2914 Salem Avenue, Dayton, Ohio 45406 ("Owner"). The parties to this Agreement are collectively referred to as “Parties”.

WHEREAS, The City objected to the issuance of Liquor Permit No. 0346763 to Owner, on or about June 30, 2021;

WHEREAS, Owner has agreed to take steps to minimize the impact of its operations at 2914 Salem Avenue, Dayton, Ohio 45406 ("Subject Property");

WHEREAS, Owner has taken steps to mitigate the concerns of the Dayton Police Department ("DPD") at Subject Property;

WHEREAS, The Parties agree that they are committed to minimize any adverse impact that the operations at Subject Property may have on the peace and tranquility of residents of the neighborhood;

NOW THEREFORE, the Parties hereby agree as follows:

1. Term. This Agreement shall commence on the date written above, and shall terminate two years from said date, unless terminated earlier pursuant to this Agreement.

2. Owner Responsibilities.
   a. Use.
      i. Owner shall use the Subject Property in compliance with all federal, state, and local laws and regulations.
   b. Operations.
      i. Owner shall, in good faith, remedy or mitigate any complaints concerning its operations at the Subject Property. Specifically, if the City receives complaints about the Subject Property it will notify the Owner and Owner shall take all reasonable and necessary steps, as soon as practical, to resolve the complaint.
      ii. Owner shall keep the Subject Property free of litter, garbage, and graffiti.
      iii. Owner shall maintain any buildings, lots, and grounds in a fit and habitable nature, including but not limited to the trimming of grass/vegetation and upkeep of all improvements.
      iv. Owner shall comply with all City of Dayton Housing and Zoning Ordinances, Regulations, and Requirements, to include: all parking
and use requirements. Owner shall remedy and/or mitigate any such complaints expressed to it by the City.

v. Owner and employees shall make sure exterior trash and debris at the Subject Property are cleaned up daily and Owner/employees shall make sure any dumpsters are locked.

vi. Owner shall not use or operate, nor permit the use or operation of, the Subject Property in any manner that is inconsistent with this Agreement.

c. Training.

i. At least once a year, the Owner and all of Owner’s employees shall participate in a safety training class provided by the City of Dayton Police Department.

ii. In addition, Owner and all of Owner’s employees shall attend any other courses recommended by the City of Dayton Police Department related to the safe operation of the Subject Property.

iii. All trainings will be scheduled by the City of Dayton Police Department at dates and times selected by the same. Training may include topics such as: theft and robbery prevention, compliance with subpoenas, and reporting suspected crimes.

d. General Requirements.

i. Owner shall maintain adequate lighting in and around the Subject Property.

ii. Owner shall not place any coverings or otherwise obstruct more than twenty percent (20%) of the windows of the Subject Property. Owner shall ensure that clear visibility into and out of any structures on the Subject Property is maintained.

iii. Owner shall provide the DPD with accurate contact information for the Owner and any manager(s). Owner agrees to update this information within three (3) calendar days of any change.

iv. Owner shall maintain the necessary security for the Subject Property, including but not limited to security camera, security guards, and any other measures necessary to maintain the peace and sobriety of the area.

v. Owner shall, at its own expense, install reasonable crime prevention tools and/or take other security measures as requested by City.


a. Owner shall meet with City as necessary to discuss and address any concerns the City may have regarding the Subject Property and any incidents arising or related thereto. Owner shall cooperate with any investigation and provide any and all relevant information and evidence to any law enforcement agency investigating incidents in or around the Subject Property. Further, security personnel and all staff shall be advised that all
criminal conduct, activities, and illegal behavior must be reported to the relevant law enforcement agency immediately.

   a. Owner shall make available any audio and/or visual recordings to City within twenty-four (24) hours of receiving a reasonable written request from City. Owner may redact any video to the extent necessary to protect privacy interests of third parties, not including Owner or their employees, and shall retain an un-redacted copy for the City to subpoena for 180 days after it turns over the redacted video, if a redacted copy is provided. Owner must specifically notify the City at the time it delivers any video to City whether it has redacted any portion thereof, describe the specific content redacted, and the reason for the redaction.

5. Training.
   a. Owner agrees that all owners, members, managers, and employees working at the Subject Property shall be trained no less than once (1) per calendar year regarding compliance with state and local laws and regulations regarding liquor compliance. This training shall be scheduled by the Owner with an appropriate governmental agency or other entity that is licensed and or certified to provide such training. This training shall include, but is not limited to, topics related to proper serving of alcohol, avoidance of serving alcohol to underage and intoxicated persons, and similar topics related to owning and/or operating a liquor establishment in the State of Ohio.

   a. Owner shall encourage all employees to abide by issued subpoenas. Owner shall permit scheduled workers to comply with all lawful subpoenas and shall not deny time off or otherwise obstruct such subpoenas.
   b. Owner shall not be considered in violation of this Agreement merely because an employee who was given a subpoena has failed to abide by said subpoena.
   c. Notwithstanding anything to the contrary contained herein, Owner shall be considered in breach of this Agreement if an individual owner, member, managing partner, or similarly situated individual with any control over Owner fails to obey a subpoena.

7. Compliance.
   a. Abatement of Criminal Activity. Owner agrees to take reasonable steps to cooperate with law enforcement to abate criminal activity in the proximity of the business, including but not limited to, reporting drug and prostitution activity to law enforcement that Owner’s employees have knowledge of or witness on the Subject Property.
   b. Compliance with Applicable Laws. Owner agrees to comply with all local, state, and federal laws and regulations.

8. Trespass List.
   a. Owner shall maintain a list of individuals who have been provided a notice trespassing the individual from the Subject Property, including the name of
the person trespassed, the date he or she was trespassed, and, if available, identifying information such as date of birth, social security number, control number, and a photograph or physical description. The list and copies of the trespass notices shall be made available during regular business hours upon request by law enforcement.

b. Owner shall permit City, including its agents, to enter and inspect the Subject Property for compliance with this Agreement, liquor regulations and other laws, during any of its business hours. Owner shall further permit City to enter and inspect outside of its business hours upon reasonable notice. Nothing in this section shall be construed to prohibit any other lawful entry by the City or its agents.


a. Notice and Cure. If the City believes this Agreement has been violated, the City will provide written notice of the breach to the breaching party. Owner shall have fourteen (14) calendar days to cure the violation of this Agreement, except for improper use of the Subject Property which shall be cured immediately by Owner. Owner agree to attempt to resolve the City’s concerns in good faith. Notwithstanding, Owner shall not be entitled to an opportunity to cure a failure to appear in court in response to a lawfully issued and served subpoena.

b. Relief. If Owner is in breach of this Agreement and fails to remedy the breach within the time specified, City may file an action for specific performance of this Agreement as well as any other remedy that may be available at law or in equity. Owner agrees to pay all costs associated with an action by City to enforce this agreement by specific performance, to include but not limited to, reasonable attorney’s fees and costs.

c. Specific Performance. The Parties agree that City is entitled to specific performance of this Agreement. As a result, if this Agreement is violated and Owner operates or allows the Subject Property to be operated in a manner inconsistent with this Agreement, then City may seek specific performance of this Agreement to include the ceasing of all operations at the Subject Property.

d. Other Remedies. The Parties agree that City, in lieu of or in addition to any of the other rights and remedies specified in this Agreement, may at its discretion demand the cessation of operations and relinquishment of any liquor licenses issued for the Subject Property in the event that any violation of this Agreement has not been cured as provided herein.

10. Waiver and Indemnification.

a. Owner 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 attorney’s fees) of whatsoever kind and nature, caused by or arising out of this Agreement and/or the acts, errors, omissions or wrongful conduct of Owner, its owners, employees, contractors, and/or agents. The indemnification set forth in this
Agreement is solely for the benefit of the City. There are no third-party beneficiaries to this Agreement.

b. Owner agrees to and shall waive all claims, losses, damages, and expenses (including attorney’s fees) of whatsoever kind and nature related to the enforcement of this Agreement.


a. Amendment. Upon mutual written agreement, the Parties may amend this Agreement. Any amendment shall be reduced to writing, shall make specific reference to this Agreement, shall be signed by duly authorized representatives of each of the Parties, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

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

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

City: City of Dayton – Law Department
101 W. Third St.
Dayton, Oh 45402

Owner: Flora Hurston
1829 Litchfield Ave.
Dayton, Ohio 45406

Nothing contained in this section shall be construed to restrict the transmission of routine communication between representatives of City and Owner.

d. Entire Agreement/Integration. This Agreement, including any exhibits incorporated by reference herein, represents the entire integrated Agreement between the Parties. This Agreement supersedes any prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

e. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. Parties irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning this Agreement. As a result, the Parties agree that the sole proper and appropriate forum for jurisdiction of any
action, suit, or proceeding based on or arising out of this Agreement is the Montgomery County, Ohio, Court of Common Pleas.

f. **Interpretation.** The Agreement will be deemed drafted by all Parties and will not be interpreted in favor of any Party.

g. **Severance.** Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.

h. **Headings.** The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

i. **Counterparts, Copies and Facsimile.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Moreover, copies, including those transmitted via facsimile, shall constitute and be deemed an original.

**IN WITNESS WHEREOF,** the parties hereto have set their hands to this Agreement on the date designated above, and the undersigned represent that they are duly authorized to bind their respective parties to this Agreement

**CITY OF DAYTON, OHIO**

__________________________________________________________________________

City Manager

**APPROVED AS TO FORM AND CORRECTNESS:**

__________________________________________________________________________

City Attorney

**B&B Lounge**

By: ____________________________

   Flora Hurston

   Title: **Sole Owner**
A RESOLUTION

Authorizing the Acceptance of a Grant Award from the Attorney General of Ohio in an Amount not to exceed Thirty-Two Thousand Two Hundred Eighty-Two Dollars and Zero Cents ($32,282.00) on behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Pursuant to the United States Victims of Crime Act ("VOCA"), the Attorney General of Ohio offers grants to local governments for crime victim assistance programs; and

WHEREAS, The City of Dayton submitted a VOCA grant application seeking funding for the continuation of its Victim/Witness Coordination Unit, which was established in 1996, to meet the needs of the victims who participate in the criminal justice system; and

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

WHEREAS, The Attorney General of Ohio may approve the City of Dayton’s grant application and may award the City a Thirty-Two Thousand Two Hundred Eighty-Two Dollars and Zero Cents ($32,282.00) VOCA grant, which requires a local match of funds in the amount of Eight Thousand Seventy Dollars and Fifty Cents ($8,070.50); and

WHEREAS, For the timely acceptance of the VOCA grant award and the immediate preservation of the public peace, property, health and safety, it is necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a VOCA grant in the amount of Thirty-Two Thousand Two Hundred Eighty-Two Dollars and Zero Cents ($32,282.00) from the Attorney General of Ohio, and to take all actions necessary to provide the required local match of funds in the amount of Eight Thousand Seventy Dollars and Fifty cents ($8,070.50) for the VOCA grant.
Section 2. That for the reasons stated in the preamble hereof, this Resolution is an emergency measure and shall take effect immediately upon its passage.

ADOPTED BY THE COMMISSION................................., 2021

SIGNED BY THE MAYOR..........................................., 2021

MAYOR NAN WHALEY, CITY OF DAYTON, OHIO

ATTEST:

__________________________
Clerk of Commission

APPROVED AS TO FORM:

__________________________
City Attorney
October 25, 2021

TO: Shelley Dickstein  
   City Manager

FROM: Barbara J. Doseck  
       City Attorney

SUBJECT: Resolution Approving Victims of Crime Act (VOCA) Grant

The Law Department is requesting that the attached resolution be placed on the City Commission Calendar for passage as an emergency on November 3, 2021. The resolution will allow the City to accept a grant award of Thirty-Two Thousand Two Hundred and Eighty-Two Dollars and Zero Cents ($32,282.00) from the Ohio Attorney General’s Office for the 2021-2022 grant year. The grant helps to provide victim advocates to provide emotional support, court accompaniment, letter notifications, safety planning, victim rights information, and referrals to community resources for victims of crime.

Please forward any questions to Amy Hargis in the City of Dayton Prosecutor’s Office at ext. 4429.

C: Mr. Parlette  
   Ms. Lofton
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
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<th>Change Order</th>
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<td>Expiration Date</td>
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<td>Original Commission Approval</td>
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<th>Original CT/CF Increase Encumbrance</th>
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<td>Decrease Encumbrance</td>
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| Amount: | $ 8,070.50 |
| Fund Code | 26273 6210 - 1159 - 74 - XXXX - XXXX |
| Org | Acct | Prog | Act | Loc |

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

Attach additional pages for more FOAPALs

Vendor Name: City of Dayton
Vendor Address: 101 W. Third Street, Dayton, OH 45402
Federal ID: 31-8000175
Commodity Code: 95223
Purpose: Matching funds required for the VOCA grant through the Ohio Attorney General. Matching funds are from court fees collected as revenue by the Dayton Municipal Court. The VOCA grant funds are used to support the contract costs for the Victim Assistance Unit in the Prosecutor's Office.

Contact Person: Lynette Burns

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's Signature:

[Signature]

Date: 06/16/2021

Prepared by:

[Signature]

Date: 06/15/2021

CFO/CT Number: 21-0139

Finance Department

V.N.

October 18, 2011
GRANT APPLICATION APPROVAL FORM

Date: May 26, 2021

Department/Division
Submitting Application: Department of Law - Criminal Division

Project Title: Victim/Witness Coordination Unit Grant

CFDA Title and Number: Crime Victims Assistance - 16.575

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money if from the federal government, even if the application is going to a state or local authority.)

Brief Description of Project:
To authorize the City Manager to submit a continuation grant through the Victims of Crime Act (VOCA). This grant along with a small portion of court costs from Dayton Municipal Court helps provide for two crime victim advocates who provide emotional support, court accompaniment, letter notification, safety planning, victim rights information, and referrals to community resources for victims of crime. The Victim Assistance Unit is operated through the City of Dayton Prosecutor's Office. The purpose of this program is directed to the needs and issues of crime victims in the Dayton community.

Name and phone of staff person to be called when signed application is ready: Lynette Burns x4117

Name of staff person responsible for this grant: Barbara J. Doseck

Deadline for submission to funding agency: June 20, 2021

When will grant award decision be made? (Estimate if necessary) September 2021

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(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director’s Signature: [Signature] 6/7/2021

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director, Department of Procurement, Management & Budget: [Signature] 6/11/2021

Director of Finance (IF CASH MATCH IS REQUIRED): [Signature] 6/11/2021

City Manager’s Office

Date
AN ORDINANCE

Establishing the Position and Responsibilities of an Independent Accountability Auditor, and Declaring an Emergency.

WHEREAS, On June 18, 2020, Dayton City Commission announced a police reform working group structure to drive positive changes for the police department in Dayton; and

WHEREAS, Five reform groups were formed, comprised of community members and Dayton police representatives along with city staff; and

WHEREAS, The Oversight reform group, led by Commissioner Matt Joseph and Montgomery County Recorder Brandon McClain provided numerous recommendations to City Commission, including a January 27, 2021 recommendation to hire an Independent Accountability Auditor (“IAA”); and

WHEREAS, The Commission accepted the recommendation to hire an IAA and will set forth the IAA’s role and responsibilities herein; and

WHEREAS, The Commission finds that transparency, oversight, and accountability measures will further protect civil rights and civil liberties of all Dayton citizens as well as strengthen the relationship between the community and the Dayton Police Department; and

WHEREAS, To provide for the immediate preservation of the public peace, property, health and safety, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. The office of Independent Accountability Auditor (“IAA”) is hereby created. The IAA will report to both City Manager and City Commission. The IAA should report on day to day matters to the City Manager. The City Manager shall solicit input from City Commission regarding the job performance of the IAA. The IAA shall be an independent contractor. Any contractual agreement for the IAA position must include authority for the City Commission to terminate the IAA for unsatisfactory performance. City Commission may repeal this ordinance by a majority vote if terms included herein need altered, are ineffective, or otherwise fail to align with the recommendation given by the Oversight Committee.
Section 2. The IAA’s duties will preliminarily be defined to include the roles and responsibilities delineated herein. The City Manager and Chief of Police will report in writing to City Commission if the terms of this ordinance require revision. The IAA’s preliminary role and responsibility will include the following:

a) The ability to review and audit the DPD’s complaint routing process and recommend to DPD revisiting the routing decision.

b) Access to the investigation while in-process through observation of interviews and review of reports, forms, or other paperwork related to the investigation. This access is not intended to disrupt or otherwise impede the investigation in any way.

c) Provide recommendations to the Professional Standards Bureau and has authority to immediately elevate concerns to leadership within Professional Standards Bureau. Unresolved concerns can be elevated to the City Manager, Mayor, and Commission.

d) Provide oversight, but is not directly involved in an investigation and does not have organizational authority over Professional Standards Bureau personnel. Should a complaint escalate into a criminal investigation, the IAA will no longer be able to participate or provide oversight to the investigation.

e) Once an investigation has been completed, DPD will make available to the IAA the final evaluation or report. The IAA will audit the speed of the responses to complaints to ensure that they have all the information needed to file an appeal within the 30-day window.

f) The ability to observe and review both internally generated investigations as well as those initiated by a citizen.

g) Audit investigation records looking for patterns of misconduct or other areas for improvement.

h) Provide an audit report to the City Commission during a regular City Commission Meeting on the first Wednesday of both March and September. The report will contain a number of data points including but not limited to: the overall number of cases further identified as internally and externally generated, the number of cases audited, and the outcome of those cases. It is the goal of the IAA to review a variety of cases to ensure quality in all types of investigations and allow for the detection of patterns. This can be revisited by the City Commission at any time.

i) Sit on the Policy Review Committee as an ex officio member.

j) Sit on the Community Appeals Board as an ex officio member.

k) Provide support to the Use of Force Committee as needed.
Section 3. That for the reasons set forth in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.........................................................., 2021

SIGNED BY THE MAYOR................................................................., 2021

[Signature]
Mayor of the City of Dayton, Ohio

ATTEST:

[Signature]
Clerk of the Commission

APPROVED AS TO FORM:

[Signature]
City Attorney
AN ORDINANCE

Enacting Sections 112.45 through 112.48 of the Revised Code of General Ordinances to Establish Regulation of Massage Services.

WHEREAS, Under current state law there are loopholes in the regulation of massage services that allow unlicensed individuals to perform massages; and

WHEREAS, Unlicensed masseuses and massage establishments that use unlicensed masseuses are more likely to promote prostitution and be tied to human trafficking; and

WHEREAS, The Commission intends to pass regulations to require masseuses to be licensed and for all massage establishments to only employ licensed masseuses so as to reduce the opportunity for prostitution and human trafficking within and around the City; and

WHEREAS, The Commission recognizes that such requirements will improve the public health, safety, and welfare; now, therefore,

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

Section 1. That Sections 112.45 through 112.48 of the Revised Code of General Ordinances be enacted to read as follows:

§ 112.45 Purpose and Definitions

(A) Purpose

Sections 112.45 through 112.48 shall be known as the Massage Services Ordinance. The purpose and intent of the Massage Ordinance is to regulate Massage Services in order to reduce prostitution, human trafficking, and other illegal and harmful activities.

(B) Definitions

For purposes of Sections 112.45 through 112.48, the following words, terms and phrases shall have these definitions:

"Licensed Massage Therapist" means a person who is licensed under Ohio R.C. Chapter 4731 to practice Massage Therapy in the State of Ohio.

"Massage Service" means any method of exerting pressure on, stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external soft tissue of the body with the hands, or with the aid of any mechanical or electrical apparatus or appliance in exchange for anything of value. Massage Services shall also include the treatment of disorders of the human body by the manipulation of soft tissue through the systematic external application of
massage techniques including touch, stroking, friction, vibration, percussion, kneading, stretching, compression, and joint movements within the normal physiologic range of motion; and adjunctive thereto, the external application of water, heat, cold, topical preparations, and mechanical devices in exchange for anything of value.

"Massage Therapy Establishment" means any entity or place of business where Massage Services are provided:

(1) In exchange for anything of value; or
(2) In connection with the provision of another legitimate service.

Nothing within the Massage Services Ordinance shall relieve any person from compliance with other applicable laws, including but not limited to, the building, health, planning, housing, zoning and fire codes.

§112.46 Prohibited conduct; exemptions

(A) Beginning on January 1, 2022, it shall be unlawful for:

(1) Any person to offer or perform Massage Services in the City of Dayton unless that person is a Licensed Massage Therapist with the State of Ohio. This provision applies to all Massage Services;

(2) Any person who operates a Massage Therapy Establishment in the City of Dayton, Ohio to allow Massage Services to be performed by persons who are not Licensed Massage Therapists with the State of Ohio; or

(3) Any person to employ or retain a person to perform Massage Services in the City of Dayton unless that person is a Licensed Massage Therapist with the State of Ohio.

(B) Exceptions. The provisions of this chapter shall not apply to the following:

(1) Hospitals, medical facilities and public health centers (all as defined in Ohio R.C. 3701.01);

(2) A person licensed or registered by the State of Ohio Medical Board (other than a Massage Therapist) while performing his/her licensed or registered profession;

(3) A licensed cosmetologist, registered barber, registered barber apprentice, or nail salon technician which massages are administered only to the scalp, the face, the neck, the shoulder, feet, or hands;

(4) A licensed chiropractor, licensed podiatrist, licensed nurse, or any other licensed health professional while performing his/her licensed or registered profession;

(5) A trainer for any amateur, semiprofessional or professional athlete or athletic team or school athletic program;

(6) A person working under the direct supervision of individuals or establishments mentioned in this subsection (B) while performing his/her licensed or registered profession;

(7) A person undertaking the required course work to become a licensed massage therapist while working under the direct supervision of a licensed massage therapist;

(8) As used in this subsection (B) "licensed" means licensed, certified, or registered to practice in the State of Ohio.
§112.47 Inspections

(A) Any of the following individuals may conduct inspections to determine compliance with this section and other applicable state and local laws:

(1) A police officer;

(2) A zoning or Code Enforcement officer or administrator;

(3) The Montgomery County Health Commissioner or their designee;

(4) A building inspector appointed by the City;

(5) Any other person authorized by the City to conduct inspections of a Massage Therapy Establishment; or

(6) A representative of the State Medical Board of Ohio.

(B) Inspections may be conducted at any time with or without notice.

(C) Inspections may be conducted at least once per year to determine compliance with this section.

§112.48 Prohibitions and Penalties

(A) Any person who violates the provisions contained in R.C. §112.46 (a)(1), (2), or (3) shall be guilty of a misdemeanor of the fourth degree. A separate offense shall be deemed committed each day during on which or which a violation on noncompliance occurs or continues. Any person convicted of a second or subsequent violation shall be guilty of a misdemeanor of the first degree. Violations under this Massage Services Ordinance shall be strict liability offenses.

(B) Any property within the City of Dayton that is used in connection with the provision of Massage Services in violation of Section 112.46 shall be deemed a public nuisance and shall be subject to abatement in accordance with R.C.G.O. Chapter 152.

(C) Any property substantially connected to the commission or facilitation of a Section 112.46 violation may be seized and forfeited to the municipal corporation in accordance with O.R.C. Chapter 2981.
Section 2. The provisions of these Sections 112.45 through 112.48 are declared to be separate and severable. The invalidity of any clause, phrase, sentence, paragraph, subdivision, section or portion of these Sections, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of these Sections, or the validity of its application to other persons or circumstances.

PASSED BY THE COMMISSION................................., 2021

SIGNED BY THE MAYOR..........................................., 2021

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
October 12, 2021

TO: Shelley Dickstein  
City Manager

FROM: Matt M. Carper  
Interim Director and Chief of Police

SUBJECT: Massage Ordinance

The Police Department is requesting the attached Massage Ordinance be placed on the City Commission calendar for first reading on October 27, 2021. The Massage Ordinance codifies a process for massage locations and services within the City of Dayton. This law will help combat human trafficking, labor trafficking and prostitution. Additionally, it will also add credibility to massage businesses and therapists that do operate in Dayton. The ordinance was drafted and approved by the Law Department.

If you have any questions, please contact Lieutenant Mark Ponichtera at extension 1139.

MMC:mlp

Attachment (1): Limited Massage Ordinance

cc: Mr. Parlette  
Ms. Lofton  
Ms. Doseck  
Mr. Musto
A RESOLUTION

Honorably Naming South Orchard Avenue Between West Third Street and Home Avenue as “John McClendon, Jr. Way.”

WHEREAS, An application has been made by Renee L. McClendon to honorarily designate South Orchard Avenue Between West Third Street and Home Avenue as “John McClendon, Jr. Way” for a two-year period due to John McClendon, Jr.’s lasting contributions to the community; and

WHEREAS, John McClendon, Jr. is deserving of this honor for his involvement in the “Model Cities Planning Committee,” his role in shaping the Charles R. Drew Health Center, his direction of the “Talent Search Program,” which provided access to higher education, his service as an educator with Dayton Public Schools for 35 years, his founding of the McClendon Institute for Learning, and his service as a role model and mentor in the community; and

WHEREAS, The portion of South Orchard Avenue to be given the honorary designation is adjacent to the existing McClendon Institute for Learning; and

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and

WHEREAS, The City Plan Board, on September 14, 2021 reviewed the proposal, Case PLN2021-00395, and recommended approval of the two-year designation; now, therefore,

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

Section 1. South Orchard Avenue between West Third Street and Home Avenue is honorarily designated as “John McClendon, Jr. Way” for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official name of South Orchard Avenue is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission .................................................., 2021

Signed by the Mayor ............................................................., 2021

Attest:

Mayor of the City of Dayton, Ohio

Clerk of the Commission

Approved as to form:

City Attorney
October 18, 2021

TO: Regina Blackshear, Clerk of Commission

FROM: Tony Kroeger, Secretary
       City Plan Board

SUBJECT: Two-Year Honorary Designation for “John McClendon, Jr. Way” on November 3, 2021 City Commission Calendar

Plan Board Case PLN2021-00395

I am requesting that a resolution be placed on the November 3, 2021 City Commission calendar to establish a two-year honorary designation for South Orchard Avenue between West Third Street and Home Avenue as “John McClendon, Jr. Way.” The official/legal name of South Orchard Avenue will remain. A second reading and vote on the resolution is planned for the November 10, 2021 City Commission meeting. If approved on November 10, 2021, the effective date of the resolution will be December 10, 2021.

Staff and Plan Board have found the designation to be appropriate. The life of John McClendon, Jr. is noted for service to the community, his involvement in the “Model Cities Planning Committee,” his role in shaping the Charles R. Drew Health Center, directing the “Talent Search Program,” which provided access to higher education, his service as an educator with Dayton Public Schools for 35 years, his founding of the McClendon Institute for Learning, and serving as a role model and mentor in the community.

In compliance with the requirements of Resolution 5014-99 which governs honorary street designations, sufficient support was received from property owners abutting the proposed designation. The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation.

By a 5-0 vote, the Plan Board recommends City Commission approval of the two year honorary designation. The Plan Board believes the request complies with the requirements outlined in Resolution 5014-99. No public hearing is required on the request, so a public hearing will not be held.

Enclosed for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, and the resolution. If you have any questions, please contact me at 3673. Thank you.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Kinskey, Ms. Hollingsworth, Case File
1. PLN2021-00395 – An Honorary Designation request for South Orchard Avenue from West Third Street to Home Avenue to be honorarily designated as “John McClendon, Jr. Way.” South Orchard Ave. is adjacent to the McClendon Institute for Learning.

Applicant: Renee McClendon  
Priority Land Use Board: West  
Planning District: Roosevelt  
Decision: Approved

Staff Comments
Tony Kroeger presented the staff report, which is included below:

Background: Renee McClendon has applied for a two-year honorary street designation for the segment of South Orchard Avenue adjacent to the McClendon Center. The McClendon Center was established by John McClendon, Jr. Biographical information regarding Mr. McClendon is attached to this report. Highlights of the biography include:

- Persevering through injustice to achieve an education that he had previously been dissuaded to achieve
- Using that experience to inspire others, and to teach that education is fundamental to achieving one’s ambitions
- Involvement in the transformative “Model Cities Planning Committee” which initiated valuable programs and institutions that elevated the African American community
- Playing a vital role in shaping what became the Charles R. Drew Health Center along with activating several programs focused on advancing educational attainment in the African American community
- Directing the Talent Search Program, an initiative linked to Central State University. This program provided an opportunity for Dayton community residents to pursue an undergraduate degree. During McClendon’s tenure, dozens of African American community members were able to receive financial aid and academic support.
- Serving as a teacher (for 35 years) in the Dayton Public Schools, while also conducting scholarly research on African American theologian and Morehouse graduate Dr. Howard Thurman.
- Founding of the McClendon Institute for Learning in 1983. This facility has had a significant impact on the community as a vital educational and cultural institution.

Board Authority and Requirements:
According to the requirements of Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Right of Way (and Public Facilities), the Plan Board shall review the request and make recommendation to the City Commission to approve the request or an alternate proposal.
Staff Analysis Regarding Determination and Findings:
Resolution 5014-99 details the process to be followed when bestowing an honorary designation on a public right-of-way. Staff believes the findings and determinations can be made, and recommends that the Plan Board send the proposal on to City Commission with a recommendation for approval.

Public Comments
Darlene West – 2100 West Third Street/Dr. Martin Luther King, Jr. Way spoke in support of the application and noted the importance of the life of John McClendon. She noted that Renee McClendon would also be honored by this honorary designation. She also corrected the slide presentation that inadvertently had a middle initial of “C.” Mr. Scott read from the application materials and complimented the narrative provided.

Board Discussion
Mr. Scott read from the application materials and complimented the narrative provided. The Board felt that the application could be approved, and all applicable criteria could be met.

Board Action
A motion was made by Mr. Payne, seconded by Ms. Pegues and carried to approve Case PLN2021-00395 to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

Rosalyn Miller  Absent  Matt Sauer  Yes
Geraldine Pegues  Yes  Greg Scott  Yes
Jeff Payne  Yes  Ann Schenking  Yes

Minutes approved by the City Plan Board on October 12, 2021.

Tony Kroeger, Secretary
City Plan Board
CITY OF DAYTON CITY PLAN BOARD
STAFF REPORT

Case # | PLN2021-00395 | Hearing Date | 09/14/21
--- | --- | --- | ---
Address/Location | S. Orchard Avenue | Parcel # | NA

Subject | An Honorary Designation request for South Orchard Avenue from West Third Street to Home Avenue to be honorarily designated as "John McClendon, Jr. Way"

Owner | Right-of-way
--- | --- | --- | ---
Name | Address | City, State, Zip

Applicant | Renee McClendon | 2100 W. Third St. | Dayton, Ohio 45417
--- | --- | --- | ---
Name | Address | City, State, Zip

Type | Honorary Street Designation

Planning District | Roosevelt
Land Use Area | West
Existing Zoning | NA
Existing Land Use | NA

Historic District | ☐ NA | ☐

Conformance with applicable City Plans and Policies
Resolution 5014-99

Location Map

Department Contact | Tony Kroeger | 937.333.3673 | tony.kroeger@daytonohio.gov
--- | --- | --- | 
Name | Phone | Email

---

STAFF RECOMMENDATION

☑ Approve
☐ Approve with conditions
☐ Deny
☐ Continue

Comments
Meets required evaluation criteria.

Future Actions:
Honorary Designations go to City Commission for approval.
September 14, 2021

CITY PLAN BOARD REPORT

Case: PLN2021-00395

An Honorary Designation request for **South Orchard Avenue from West Third Street to Home Avenue to be honorarily designated as “John McClendon, Jr. Way.”** South Orchard Ave. is adjacent to the McClendon Institute for Learning.

**Applicant:**
Renee McClendon  
2100 West Third Street  
Dayton, OH 45417

**Priority Land Use Board:** West  
**Neighborhood:** Roosevelt

**Background:** Renee McClendon has applied for a two-year honorary street designation for the segment of South Orchard Avenue adjacent to the McClendon Center. The McClendon Center was established by John McClendon, Jr. Biographical information regarding Mr. McClendon is attached to this report. Highlights of the biography include:

- Persevering through injustice to achieve an education that he had previously been dissuaded to achieve
- Using that experience to inspire others, and to teach that education is fundamental to achieving one’s ambitions
- Involvement in the transformative “Model Cities Planning Committee” which initiated valuable programs and institutions that elevated the African American community
- Playing a vital role in shaping what became the Charles R. Drew Health Center along with activating several programs focused on advancing educational attainment in the African American community
- Directing the Talent Search Program, an initiative linked to Central State University. This program provided an opportunity for Dayton community residents to pursue an undergraduate degree. During McClendon's tenure, dozens of African American community members were able to receive financial aid and academic support.
- Serving as a teacher (for 35 years) in the Dayton Public Schools, while also conducting scholarly research on African American theologian and Morehouse graduate Dr. Howard Thurman.
- Founding of the McClendon Institute for Learning in 1983. This facility has had a significant impact on the community as a vital educational and cultural institution.

**Board Authority and Requirements:**  
According to the requirements of Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Right of Way (and Public Facilities), the Plan Board shall review the request and make recommendation to the City Commission to approve the request or an alternate proposal.

**Staff Analysis Regarding Determination and Findings:**
Resolution 5014-99 details the process to be followed when bestowing an honorary designation on a public right-of-way. Staff believes the findings and determinations can be made, and recommends that the Plan Board send the proposal on to City Commission with a recommendation for approval.

**Agencies and Groups Contacted:**
Abutting property owners and neighborhood residents, as well as the City’s Public Works, Police and Fire departments.

**Impacts and Comments:**
There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of this portion of South Orchard Avenue. The honorary designation will be recognized by signs posted above the street signs. The requirement that 51 percent of property owners must support the designation is met through the attached signatures on a petition form, as well as the City of Dayton’s support on the application (the City of Dayton is also a property owner).

The Departments of Public Works, Fire, and Police have stated no objections to the designation.

**Determinations and Findings:**
Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and therefore recommends approval.

According to the resolution, honorary designations shall meet the following criteria:

a. The designation shall be confined to the right-of-way within the vicinity of the home, business, or location associated with the person(s) or event.

   **Yes, Mr. McClendon established the McClendon Institute for Learning at South Orchard Avenue and West Third Street.**

b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.

   **South Orchard Avenue is not an arterial and has been determined by the Department of Public Works to be appropriate for an honorary designation.**

c. There shall be only one honorary designation per facility or right-of-way.

   **There is no current designation for this portion of South Orchard Avenue.**

d. An important community event, organization or well-known person(s) is a person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.

   - A person(s) who has made specific and sustained contributions to an organization located in or in proximity to the facility.

   - An event that recognized statewide or nationwide.
Yes, the biographic materials submitted with the application establish Mr. McClendon’s significant educational and cultural contributions to the community, over a long period of time.

e. The important community event, organization, or well-known person(s) shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person(s) or community event. Preference shall be given to intersections and other limited locations.

The presence of the Institute on this segment satisfies this requirement.

Alternatives:
1. Recommend approval of the proposal to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

2. Recommend an alternate proposal.

3. Recommend disapproval of the designation because the proposal does not meet the requirements outlined in City Commission Resolution 5014-99.

Future Actions:
Approval by the City Commission.
Honorary Designation of a
Public Facility or Right-of-Way
City of Dayton, Ohio

Complete this form in Adobe Reader software, not a Web browser, to ensure the privacy of your information. Place the cursor in a field and type. Print a copy to add the required signature(s) in blue or black ink and return this form with required attachments to: City of Dayton, Department of Planning and Community Development, 101 West Third Street, P.O. Box 22, Dayton, OH. 45401., 937-333-3670.

Please Read Instructions Carefully Before Completing This Application

To: Clerk of the City Commission

Applicant Name (Contact Person): Renee L. McClendon
Address: 2100 West (Third St.) Dr. Martin Luther King Jr. Way

Telephone Numbers: (Day) 937-262-8354 (Evening) 937-272-4662

Honoree Information:
Name: John McClendon Jr.
Address: 2100 West (Third St.) Dr. Martin Luther King Jr. Way

Proposed Facility or Right-of-way for Designation: The designation shall be confined to a facility or right-of-way within the vicinity of home, business or location associated with the person or event.

"South Orchard St." changed to "John McClendon, Jr Way",
Between West Third and Home Ave.

From: West Third Street To: Home Avenue

Summary statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect (Not longer than two years). Attach a detailed resume or reasons for designation.

The resume of John McClendon, Jr. is attached.
Honorary Designation Application

Explain why none of the preferred methods listed below can not be used for the proposed honorary designation. Attach documentation supporting the determination.

A. Donations to programs and projects:
   This method is not applied to the renaming of the street

B. Proclamation:
   This method is not applied to the renaming of the street

C. Naming of neighborhood and community festivals:
   This method is not applied to the renaming of the street

D. Planting trees or other living memorials:
   This method is not applied to the renaming of the street

E. Placement of pieces of art, benches and similar objects in public or private spaces:
   This method is not applied to the renaming of the street

F. Community Service Awards of the Dayton Volunteers Program:
   This method is not applied to the renaming of the street

Endorsement:
(The designation must be endorsed by the City Manager, a member of the City Commission, the City Plan Board or a Priority Board.)

A member of the City Commission: ____________________________
The City Manager: ____________________________
The City Plan Board: * ____________________________
Priority Board Endorsement/Comment: * ____________________________
Neighborhood Association Comments: * ____________________________
*Submit Minutes or other documentation of official Board Action.

Attachments:

✓ Map specifying location.
✓ A petition supporting the designation signed by 51 percent of the abutting property owners.
✓ Attach detailed resume or reasons for designation.
✓ Copy of minutes or resolution from the Priority Board and neighborhood association.
✓ An non-refundable application fee of $500.00 is required with the filing of an application.
John McClendon Jr. was a long time resident of Dayton Ohio. Dayton remained his home from 1955 until his death in 2008. Born on October 1, 1928 in Concord, Georgia, his parents John and Rochelle (Dewberry) McClendon moved to Columbus, Ohio when their son was only a toddler in search of better opportunities for his family. John McClendon Sr. led the way for his extended family in leaving the harsh reality of de jure segregation and its persistent terrorism. Indeed, one member of the family was lynched and miraculously survived. The arrival in Columbus Ohio for young John Jr. was not however a haven from institutionalized racism. With guidance from his parents and particularly his father, John McClendon Jr. learned a multitude of life skills. The senior McClendon was adept at many areas within the manual arts and taught his son the value of hard work and skillful preparation. Nonetheless, the very bright adolescent John faced racism in his encounters toward gaining a formal education. Through the education he received from his father in the manual arts, John recognized the power of developing blueprints for organizing all forms of constructive work. With a high aptitude for building and constructing, he desired to become a professional in the field of drafting. Enthralled by how quantitative measurement and visual representation emerged as a creative as well as critical thinking process, McClendon’s aspiration on becoming a professional in the field of drafting was in direct alignment with his experiences and aptitude. However, he encountered teachers that discouraged his academic aims and professional goals, making it abundantly clear that such aspirations were beyond the realm of African American students. It was at this juncture that this astute and inquisitive student decided to abandon the journey toward completing his formal education.

A number of years later McClendon realized that a formal education was essential not only for personal progress but also remained instrumental in the collective struggle of African American liberation. Now as an adult male with his own family, McClendon returned to pursuing a secondary education. Encouraged by his wife, Garnet (nee Martin) and with two children in the household, McClendon enrolled in night school and later graduated with his high school diploma. This monumental achievement of overcoming multiple barriers in the pursuit of education indelibly marked McClendon as a tenacious student and concomitantly he was rapidly transcending into an emerging educator. McClendon shared with others how it was possible to acquire a high school diploma regardless of one’s age, social circumstances, and economic limitations. For McClendon, the capacity for sacrificing becomes the monumental anchor for success in educational endeavors.

Consequently, the anchoring principle that guided McClendon was one of “Struggle to Study and Study to Struggle”. His struggle to gain a formal education left an indelible impact not only on his family but also the broader Black community. Thus, the primary elements of his philosophy of education were constructed from McClendon’s life experiences, whereby he
directly encountered the challenge of being Black in a hostile white racist society. McClendon came to understand what Dr. Carter G. Woodson outlined as The Miseducation of the Negro. The struggle to study was the first step toward confronting the systemic vestiges of miseducation. The second step was to realize that one must study to correctly struggle for liberation. In his march towards educational advancement, one of the great sacrifices that McClendon made transpired during his progression toward a post-secondary degree. A talented musician that played several instruments, John McClendon Jr. was foremost an outstanding vocalist. McClendon gave concerts throughout Midwest Ohio with a repertoire based upon African American spirituals, work songs, and folk music. When Wilberforce University announced a musical competition for a scholarship to the oldest Black university run by African Americans, Garnet, his wife, entered him into the competition. John won the competition and gained a scholarship to Wilberforce University. However, this required giving up his job as well as leaving his family in Columbus.

The University experience for McClendon expanded his horizons both educationally and personally. It was during this time that he discovered that Dayton Ohio would be a suitable place for his family to reside. While McClendon would eventually take a leave of absence from his educational pursuits at Wilberforce University, the novel horizon affixed to living in Dayton Ohio (with his family) marked a new stage in his life. In 1955, the McClendon family arrived in Dayton and resided in what was called at that time Joy Apartments. Eventually the family moved to 352 Harriet St., a street of three blocks right behind Welcome Stadium. After settling in the new residence, John McClendon Jr. enrolled in Central State University with a major in Political Science and a minor in Music. Despite the responsibilities of a family and even sending his oldest three children to college, McClendon gradually moved through his course requirements. Ironically, he and his oldest son were classmates in a Swahili course at CSU.

It was at this juncture, the late 1960s, that McClendon became involved with the Model Cities Planning Committee. The Planning Committee initiated a host of valuable programs and institutions that significantly elevated the African American community. McClendon played a vital role in shaping what became The Charles R. Drew Health Center along with activating several programs focused on advancing educational attainment in the Black community. The Planning Committee mapped out a unique relationship with the Dayton Board of Education, which constituted having shared power respecting educational policy and programs. In this context, McClendon had the opportunity of meeting and sharing ideas with leading educators concerning the theory and practice Black Education. Among the African American educators he met and worked with include Preston Wilcox and Professor William McClendon. Wilcox was the founder of the National Afro-American Educators Association and Prof. McClendon was a pioneer in establishing Black Studies as well as serving on the editorial board of the academic Journal, The Black Scholar, starting a Black newspaper, and promoting Jazz via a community cultural center. John McClendon Jr. met with William McClendon in Atlanta Georgia at one of the National Afro-American Educators Association conferences and they had a very fruitful exchange.
Additionally, another Model Cities program that emerged from this effort was Talent Search. The Talent Search Program was an initiative linked to Central State University. McClendon was selected as the director of Talent Search. This program provided an opportunity for Dayton community residents to pursue an undergraduate degree. During McClendon's tenure dozens of Black community members were able to receive financial aid and academic support towards completing their degrees. McClendon was quite proud of the fact that he was able to support so many others that shared a common experience with him, namely in overcoming great odds toward obtaining a college degree. Today there are many residing in Dayton with college degrees resulting from the steadfast efforts of McClendon.

McClendon's own course of educational attainment includes not only the bachelor's degree he earned from Central State University but also two Masters degrees, one is the Masters in Education and another in Christian Education. It should be noted, McClendon always warned that formal education in and of itself was not an indicator of authentic educational attainment. He often pointed out: "There are those that are certified but not qualified. As well, there are those that are qualified but not certified. The educational task remains to achieve both certification with qualification." McClendon's accomplishments as an educator are varied and pronounced. Over the years, he not only served as a teacher (for 35 years) in the Dayton Public Schools but also conducted scholarly research on the Black theologian and Morehouse graduate Dr. Howard Thurman. He shared this research, in collaboration with his oldest son, at Bates College during the Martin Luther King celebration in 2002. However, McClendon's crowning achievement as an educator was the founding of the McClendon Institute for Learning in 1983.

The founding of McClendon Institute demonstrates the collective and creative talents of John McClendon Jr. Precisely because his vision was not based on what was the immediate appearance. The very edifice he selected required fundamental structural reconstruction and subsequently the utilization of the very manual arts skills honed under the guidance of his father. The building damaged by a fire and inundated with the pungent smell of smoke, McClendon used his own hands to resurrect what would ultimately become a vital educational and cultural institution within the African American community. And its positive influence and impact lasted long after his demise. Furthermore, McClendon's vision mandated locating the building right within the heart of the Black community. John McClendon Jr.'s eldest daughter, Mama Renée McClendon has through great sacrifice continues to sustain the legacy of her father. An educator, community activist, cultural artist, and mentor to many youth over a broad span of decades, Mama Renée valiantly keeps alive the spirit and power of John McClendon Jr. and his quest, Education for Liberation. It's most fitting and significant that the naming of the adjacent street to McClendon Institute be adorned with the nomenclature that reflects this rich and valuable legacy as John McClendon Jr. Way.
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A RESOLUTION

Honorary Naming South Orchard Avenue Between West Third Street and Home Avenue as “John McClendon, Jr. Way.”

WHEREAS, An application has been made by Renee L. McClendon to honorarily designate South Orchard Avenue Between West Third Street and Home Avenue as “John McClendon, Jr. Way” for a two-year period due to John McClendon, Jr.’s lasting contributions to the community; and

WHEREAS, John McClendon, Jr. is deserving of this honor for his involvement in the “Model Cities Planning Committee,” his role in shaping the Charles R. Drew Health Center, his direction of the “Talent Search Program,” which provided access to higher education, his service as an educator with Dayton Public Schools for 35 years, his founding of the McClendon Institute for Learning, and his service as a role model and mentor in the community; and

WHEREAS, The portion of South Orchard Avenue to be given the honorary designation is adjacent to the existing McClendon Institute for Learning; and

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and

WHEREAS, The City Plan Board, on September 14, 2021 reviewed the proposal, Case PLN2021-00395, and recommended approval of the two-year designation; now, therefore,

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

Section 1. South Orchard Avenue between West Third Street and Home Avenue is honorarily designated as “John McClendon, Jr. Way” for a two-year period commencing thirty days after the passage of this resolution.

Section 2. The official name of South Orchard Avenue is unchanged.

Section 3. The City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission.........................., 2021

Signed by the Mayor......................................, 2021

Attest:

Mayor of the City of Dayton, Ohio

Clerk of the Commission

Approved as to form:

City Attorney