CITY COMMISSION MEETING AGENDA

CITY COMMISSION  
DAYTON, OHIO  
NOVEMBER 11, 2020

8:30 A.M.

I. AGENDA SCHEDULE

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

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

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

1. Purchase Orders:

   AVIATION
   A1. Accurate Fire Audio Video & Security Ltd. (fire pump inspection
       services as needed through 12-31-23)  $6,000.00
1. (Cont’d):

**A2. Kendall Electric, Inc.** (electrical parts, supplies and related items as needed through 12-31-23) $5,000.00

**FINANCE**

**B1. 3SG Plus LLC** (data entry and digital imaging services as needed through 12-31-20) 12,500.00

**MUNICIPAL COURT**

**C1. Aerobiotix, Inc.** (two Hepa ultraviolet air recirculation systems and eight cartridges) 10,862.00

**POLICE**

**D1. Dell Marketing LP** (video server system) 22,744.44

D2. Weiffenbach Marble & Tile Company (carpet, LVT flooring including removal and installation services through 07-31-22) 4,883.00

**PROCUREMENT, MANAGEMENT & BUDGET**

**E1. Julian & Grube, Inc.** (professional financial analysis, auditing, and consulting services as needed through 12-31-20) 15,000.00

**PUBLIC AFFAIRS**

**F1. IVIDEO Technologies LLC** (cablecast streaming system) 35,541.10

**PUBLIC WORKS**

**G1. Traffic and Parking Control Co., Inc. dba Tapco** (solar powered radar and traffic speed signs with mounting accessories) 13,344.00

G2. Apex Mechanical Systems, Inc. (touchless water fountains including installation services) 8,044.00

G3. Garland/DBS, Inc. (roof repair services) 30,000.00

G4. Grainger, Inc. (ten floor scrubbers) 53,500.00

**WATER**

**H1. Dayton Assoc. of W R Hall, Inc. dba Daycad** (two Designjet plotter/scanners) 13,610.47

H2. White Allen Chevrolet, Inc. (one hybrid compact four-wheel drive Sport Utility Vehicle) – PO201257 31,760.00

H3. Pump Systems LLC (replacement Pentair Aurora drain pump) 17,287.00

H4. Rotork Controls, Inc. (Rotork service, parts, supplies, materials and related items through 12-31-23) 243,000.00
1. (Cont’d):

H5. White Allen Chevrolet, Inc. (one four-wheel drive truck with platform body, snowplow and salt spreader system through 03-31-21) – PO201247 $48,600.00

H6. White Allen Chevrolet, Inc. (one hybrid compact four-wheel drive Sport Utility Vehicle) – PO201258 31,760.00

H7. Limagec Ltd. (Lime softening residuals removal including transportation services as needed through 10-31-27) 50,000.00

H8. Moody’s of Dayton, Inc. (pump refurbishing, rehabilitation and rebuilding as needed through 08-31-22) 45,000.00

H9. Process Pump & Seal, Inc. (pump refurbishing, rehabilitation and rebuilding as needed through 08-31-22) 15,000.00

H10. Roberts Water Technologies, Inc. (replacement Rotosweep parts as needed through 12-31-20) 15,029.00


B. Construction Contracts:

2. L. J. DeWeese Co., Inc. – Contract Modification – for the South Gettysburg Avenue Reconstruction & Water Main (15% MBE and 10% SBE Participation Goal/12.5% SBE and 15.4% MBE Participation Achieved) (State Issue I Funds) – Dept. of Public Works/Civil Engineering. $87,922.00 (Thru 08/30/22)

3. Bladecutters, Inc. – Award of Contract – for the City of Dayton Commercial Greenhouse Demolition (Open Market) – Dept. of Public Works/Property Management. $147,215.75 (Thru 10/31/21)

C. Revenue to the City:

4. Miami Valley Communications Council – Service Agreement – to provide access to the Public Safety Management Information System – Dept. of Information Technology. $53,405.00 (Thru 12/31/23)

5. Montgomery County Juvenile Court – Service Agreement – for mediation services – Dept. of Planning & Community Development/Mediation Center. $45,000.00 (Thru 12/31/21)
IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

6. No. 31851-20 Authorizing the Sale of Certain Real Estate Located on Monument Ave to Allied Supply Company, Inc. for a Public Purpose, and Declaring an Emergency.

Emergency Resolutions – First and Second Reading:

7. No. 6547-20 Withdrawing the Objection to the Transfer of Liquor Permit No. 0348855, B & G Foodmart, 2141 N. Main St., Dayton, Ohio 45405, and Declaring an Emergency.


VI. MISCELLANEOUS:

ORDINANCE NO. 31852-20

RESOLUTION NO. 6549-20

IMPROVEMENT RESOLUTION NO. 3599-20

INFORMAL RESOLUTION NO. 981-20
City Manager’s Report

From: 2730 – PMB/Procurement
Supplier, Vendor, Company, Individual: See Below
Name: See Below
Address: See Below
Date: November 11, 2020
Expense Type: Purchase Order
Total Amount: $728,465.01

2020 Purchase Orders

<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>See below</td>
<td>See below</td>
<td>See below</td>
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</tbody>
</table>

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

Description

AVIATION

(A1) P0200851 – ACCURATE FIRE AUDIO VIDEO & SECURITY LTD, KETTERING, OH
- Fire pump inspection services as needed through 12/31/2020.
- These services are required for semiannual fire pump testing and repairs to the fire pump servicing the “A” concourse.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB D20005 with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $9,000.00 by $6,000.00 for a total not to exceed $15,000.00 and therefore requires City Commission approval.
- The Department of Aviation 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>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Other Equipment Maintenance</td>
<td>51000-3223-1167-43</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
AVIATION (CONTINUED)

(A2) P0200419 – KENDALL ELECTRIC, INC., DAYTON, OH
- Electrical parts, supplies and related items as needed through 12/31/2020.
- These goods are required to maintain existing electrical equipment and department facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20003N with firm pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $10,000.00 by $5,000.00 for a total not to exceed $15,000.00 and therefore requires City Commission approval.
- Kendall Electric, Inc. qualifies as a Dayton local entity.
- The Department of Aviation recommends approval of this order.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>51000-3221-1301-43</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

FINANCE

(B1) P0200170– 3SG PLUS LLC, COLUMBUS, OH
- Data entry and digital imaging services as needed through 12/31/2020.
- These services are required for income tax accounts payable document management for the Department of Finance.
- Rates are in accordance with the State of Ohio Term Schedule Contract #534577 and Index #STS033.
- This amendment increases the previously authorized amount of $55,000.00 by $12,500.00 for a total not to exceed $67,500.00 and therefore requires City Commission approval.
- The Department of Finance recommends approval of this order.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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</thead>
<tbody>
<tr>
<td>2020</td>
<td>Other Professional Services</td>
<td>10000-5320-1159-64</td>
<td>$12,500.00</td>
</tr>
</tbody>
</table>

MUNICIPAL COURT

(C1) P0201170 – AEROBIOTIX, INC., MIAMISBURG, OH
- Two (2) Hepa ultraviolet air recirculation systems and eight (8) cartridges.
- These goods are required to clean, sanitize and remove dangerous bacteria from the air at the City’s Municipal Court.
- Aerobiotix is recommended based upon regional court room sanitation and proven past performance; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $32,586.00 by $10,862.00 for a total not to exceed $43,448.00 and therefore requires City Commission approval.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Municipal Court recommends approval of this order.

<table>
<thead>
<tr>
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<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2020</td>
<td>CARES Sanitation</td>
<td>28133-2510-1382-74-CRF35</td>
<td>$10,862.00</td>
</tr>
</tbody>
</table>
POLICE

(D1) P0201255 – DELL MARKETING LP, ROUND ROCK, TX

- Video server system.
- These goods and services are required to support the surveillance cameras being installed at four (4) separate police locations.
- Rates are in accordance with the State of Ohio Term Schedule contract # 534109 and Index #STS033.
- The Department of Police recommends approval of this order.

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<thead>
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<th>Fund Source(s)</th>
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<tbody>
<tr>
<td>2020</td>
<td>Computer Hardware</td>
<td>10000-6210-1413-71</td>
<td>$22,744.44</td>
</tr>
</tbody>
</table>

(D2) P0201202 – WEIFFENBACH MARBLE & TILE COMPANY, CLAYTON, OH

- Carpet, LVT flooring including removal and installation services.
- These goods and services are required to replace flooring in the ground floor Emergency Operations Center at the Safety Building.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19019N with pricing through 7/31/2022.
- This amendment increases the previously authorized amount of $7,650.00 by $4,883.00 for a total not to exceed $12,533.00 and therefore requires City Commission approval.
- The Department of Police recommends approval of this order.

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<thead>
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<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>28154–6210-1301-71</td>
<td>$4,883.00</td>
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</tbody>
</table>

PROCUREMENT, MANAGEMENT AND BUDGET – MANAGEMENT AND BUDGET

(E1) P0200051 – JULIAN & GRUBE, INC., WESTERVILLE, OH

- Professional financial analysis, auditing, and consulting services as needed through 12/31/2020.
- These services are required to provide financial analysis, auditing, and consulting services.
- Julian & Grube, Inc. is recommended based upon proven past performance and to ensure continuity and quality of service; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $104,300.00 by $15,000.00 for a total not to exceed $119,300.00 and therefore requires City Commission approval.
- The Department of Procurement, Management and Budget recommends approval of this order.

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<tr>
<td>2020</td>
<td>Other Professional Services</td>
<td>10000-2720-1159-51</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>
PUBLIC AFFAIRS

(F1) P0201266 – VIDEO TECHNOLOGIES LLC, STRONGSVILLE, OH
- Cablecast streaming system.
- These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
- Rates are in accordance with the State of Ohio Term Contract pricing #STS581 and Index #800821.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Office of Public Affairs recommends approval of this order.

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<tr>
<td>2020</td>
<td>CARES Technology</td>
<td>28133-2101-1383-61-CRF14</td>
<td>$35,541.10</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – CIVIL ENGINEERING

(G1) P0201245 – TRAFFIC AND PARKING CONTROL CO. INC. dba TAPCO, BROWN DEER, WI
- Solar powered radar and traffic speed signs with mounting accessories.
- These goods are required to support City neighborhoods mitigating traffic concerns.
- Rates are in accordance with the Ohio Department of Transportation (ODOT) Contract #063-21.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>21000-6450-1301-54</td>
<td>$8,044.00</td>
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<tr>
<td></td>
<td>Supplies and Materials</td>
<td>41484-6450-1301-54</td>
<td>$5,300.00</td>
</tr>
</tbody>
</table>

PUBLIC WORKS – PROPERTY MANAGEMENT

(G2) P0201174 – APEX MECHANICAL SYSTEMS, INC., ENGLEWOOD, OH
- Touchless water fountains including installation services.
- These goods and services are required to install water fountains throughout City facilities.
- Rates are in accordance with the City’s established a price agreement per IFB N20027.
- This amendment increases the previously authorized amount of $99,841.00 by $8,044.00 for a total not to exceed $107,885.00 and therefore requires City Commission approval.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>CARES Facilities/Infrastructure (Capital)</td>
<td>28133-6480-1431-54-CRF02</td>
<td>$8,044.00</td>
</tr>
</tbody>
</table>
PUBLIC WORKS – PROPERTY MANAGEMENT (CONTINUED)

(G3) **P0201262 – GARLAND/DBS, INC., CLEVELAND, OH**
- Roof repair services.
- These goods and services are required to repair roofing at the Central Patrol Operations Division (CPOD).
- Rates are in accordance with the public, cooperative bid established with the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
- The Department of Public Works recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>Other Maintenance of Facilities</td>
<td>10000-6480-1172-54</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

(G4) **P0201263 – GRAINGER, INC., HARRISON TOWNSHIP, OH**
- Ten (10) floor scrubbers.
- These goods are required to improve floor cleaning throughout City facilities, to help prevent COVID-19.
- Rates are in accordance with the Sourcewell Contract # 121218-WWG.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security (CARES) Act.
- The Department of Public Works recommends approval of this order.

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<tr>
<td>2020</td>
<td>CARES Sanitation</td>
<td>28133-6480-1382-54-CRF28</td>
<td>$53,500.00</td>
</tr>
</tbody>
</table>

WATER – WATER ENGINEERING

(H1) **P0201254 – DAYTON ASSOC OF W R HALL, INC dba DAYCAD, MIAMISBURG, OH**
- Two Designjet plotter/scanners.
- These goods are required to support the Department of Water’s scanning and plotting plan submissions.
- Dayton Associates of W R Hall Inc. dba Daycad is recommended based upon proven past performance and to ensure continuity and quality of service; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

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<tr>
<td>2020</td>
<td>Computer Hardware</td>
<td>55000-3420-1413-54</td>
<td>$13,610.47</td>
</tr>
</tbody>
</table>
WATER – WATER ENGINEERING (CONTINUED)

(H2) P0201257 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH
- One (1) 2020 hybrid compact four-wheel drive Sport Utility Vehicle (SUV).
- This vehicle is required to support the daily operations of the Division and will replace Unit #825 which will be disposed of in the best interest of the City.
- Twenty-three (23) possible vendors were solicited and five (5) bids were received.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.

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<tbody>
<tr>
<td>2020</td>
<td>Motorized Equipment</td>
<td>58000-3420-1412-54</td>
<td>$31,760.00</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(H3) P0201108 – PUMP SYSTEMS LLC, MEDINA, OH
- Replacement Pentair Aurora drain pump.
- This good is required to replace a pump necessary for dewatering of the wet well in Broadway Pump Station #2.
- Pump Systems LLC is recommended as the sole regional distributor in the state of Ohio for Pentair Aurora equipment; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

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</thead>
<tbody>
<tr>
<td>2020</td>
<td>Furniture, Fixtures &amp; Equip Assets</td>
<td>55000-3460-1411-54</td>
<td>$17,287.00</td>
</tr>
</tbody>
</table>

(H4) P0201267 – ROTORK CONTROLS, INC., ROCHESTER, NY
- Rotork service, parts, supplies, materials and related items through 12/31/2020.
- These goods and services are required to upkeep and replace equipment around the Reclamation facility that control the conveyance of liquid and solid streams.
- Rotork Controls, Inc. is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $105,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

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</thead>
<tbody>
<tr>
<td>2020</td>
<td>Other Equipment Maintenance</td>
<td>55000-3460-1167-54</td>
<td>$30,000.00</td>
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<tr>
<td>2020</td>
<td>Infrastructure</td>
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<tr>
<td>2021</td>
<td>Other Equipment Maintenance</td>
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<td>$ 35,000.00</td>
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<tr>
<td>2022</td>
<td>Other Equipment Maintenance</td>
<td>55000-3460-1167-54</td>
<td>$ 35,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Other Equipment Maintenance</td>
<td>55000-3460-1167-54</td>
<td>$ 35,000.00</td>
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</tbody>
</table>
WATER – WATER RECLAMATION (CONTINUED)

(H5) P0201247 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH
- One (1) 2021 four-wheel drive truck with platform body, snowplow and salt spreader system.
- This vehicle is required to support the daily operations of the Division and will replace Unit #4068 which will be disposed of in the best interest of the City.
- Eleven (11) possible vendors were solicited and seven (7) bids were received. This order establishes a price agreement per IFB 20036D with pricing through 3/31/2021.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.

<table>
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<tbody>
<tr>
<td>2020</td>
<td>Motorized Equipment</td>
<td>55000-3460-1412-54</td>
<td>$48,600.00</td>
</tr>
</tbody>
</table>

(H6) P0201258 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH
- One (1) 2020 hybrid compact four-wheel drive Sport Utility Vehicle (SUV).
- This vehicle is required to support the daily operations of the Division and will replace Unit #4072 which will be disposed of in the best interest of the City.
- Twenty-three (23) possible vendors were solicited and five (5) bids were received.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.

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<tbody>
<tr>
<td>2020</td>
<td>Motorized Equipment</td>
<td>55000-3460-1412-54</td>
<td>$31,760.00</td>
</tr>
</tbody>
</table>

WATER – WATER SUPPLY AND TREATMENT

(H7) P0200034 – LIMECORP LTD, CINCINNATI, OH
- Lime softening residuals removal including transportation services as needed through 12/31/2020.
- These services are required for the removal of lime softening residuals from various City lagoons and transportation to Dayton’s Lime Reclamation Facility for processing.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18038JL with firm pricing through 10/31/2021 and two (2) additional options to renew through 10/31/2027.
- This amendment increases the previously authorized amount of $1,200,000.00 by $50,000.00 for a total not to exceed $1,250,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

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<tbody>
<tr>
<td>2020</td>
<td>Sludge Disposal</td>
<td>53000-3430-1126-54</td>
<td>$50,000.00</td>
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</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(H8)  P0200492 – MOODY’S OF DAYTON, INC., MIAMISBURG, OH
• Pump refurbishing, rehabilitation and rebuilding as needed through 12/31/2020.
• These services are required to maintain multiple pumps at various locations.
• Rates are in accordance with the City of Dayton’s existing price agreement IFB 18055S with firm pricing through 8/31/2022.
• This amendment increases the previously authorized amount of $65,000.00 by $45,000.00 for a total not to exceed $110,000.00 and therefore requires City Commission approval.
• The Department of Water recommends approval of this order.

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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>53000-3430-1301-54</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

(H9)  P0201036 – PROCESS PUMP & SEAL, INC., TRENTON, OH
• Pump refurbishing, rehabilitation and rebuilding as needed through 12/31/2020.
• These services are required to maintain multiple pumps at various locations.
• Rates are in accordance with the City of Dayton’s existing price agreement IFB 18055S with firm pricing through 8/31/2022.
• This amendment increases the previously authorized amount of $45,000.00 by $15,000.00 for a total not to exceed $60,000.00 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>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>53000-3430-1301-54</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

(H10)  P0201235 – ROBERTS WATER TECHNOLOGIES, INC., MEDIA, PA
• Replacement Rotosweep parts as needed through 12/31/2020.
• These goods are required to repair the Rotosweep system that is currently in use at the Ottawa Treatment Plant.
• Roberts Water Technologies, Inc. is recommended as the sole source for Rotosweep equipment and parts; therefore, this purchase was negotiated.
• The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2020</td>
<td>Supplies and Materials</td>
<td>53000-3430-1301-54</td>
<td>$15,029.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of these orders.
SOUTH GETTYSBURG AVENUE RECONSTRUCTION & WATER MAIN
(15% MBE AND 10% SBE PARTICIPATION GOAL / 12.5% SBE AND 15.4% MBE PARTICIPATION ACHIEVED)
(STATE ISSUE I FUNDS)

The Department of Public Works proposes Change Order No. 1 for $87,922.00 to the existing contract with L.J. DeWeese Co., Inc. for the South Gettysburg Avenue Reconstruction & Water Main project. The work includes additional asphalt resurfacing south of the reconstruction and water main limits from the U.S. Department of Veterans Affairs entrance to the existing concrete pavement.

This Change Order No. 1 is fully funded from the Street Maintenance-Ohio Gas Tax Fund.

The original contract amount was $1,994,313.15. Change Order No. 1, which totals $87,922.00, will increase the contract amount with L.J. DeWeese Co., Inc. for the South Gettysburg Avenue Reconstruction & Water Main project to $2,082,235.15.

This Change Order No. 1 has been reviewed by the Department of Law as to form and correctness.

A copy of Change Order No. 1 and the Certificate of Funds are attached.
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>
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<tr>
<td>Contract Start Date</td>
<td>June 22, 2020</td>
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<td>Expiration Date</td>
<td>August 30, 2022</td>
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<tr>
<td>Original Commission Approval</td>
<td>$ 1,994,313.15</td>
<td>Required Documentation</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$ 1,994,313.15</td>
<td>Initial City Manager's Report</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT20-2584</td>
<td>Initial Agreement/Contract</td>
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<tr>
<td>Increase Encumbrance</td>
<td>$ 87,922.00</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 87,922.00</td>
<td></td>
</tr>
</tbody>
</table>

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Attach additional pages for more FOAPALs

Vendor Name: L.J. DeWeese Co., Inc
Vendor Address: 3616 Tipp-Cowlesville Road Tipp City OH 45371
Federal ID: 31-0602186
Commodity Code: 96896
Purpose: South Gettysburg Avenue Reconstruction & Water Main
Change Order No. 1 (CT20-2584)
Contact Person: Patricia Jones (x3803)
Public Works/Civil Engineering
11/11/2020
Department/Division Date
Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 11/11/2020
Date

CF Prepared by: [Signature] 11/11/2020
Date

CF/CT Number: CT20-2584
cord

Finance Department October 18, 2011
City Manager’s Report

From 6450 - PW/Civil Engineering

Date May 27, 2020

Expense Type Award of Contract

Total Amount $1,994,313.15 thru 8/30/2022

Supplier, Vendor, Company, Individual
L.J. DeWeese Co., Inc.

Address 3616 Tipp-Cowlesville Road
Tipp City OH 45371

Fund Source(s)          Fund Code(s)          Fund Amount(s)
------------------------  ------------------------  ------------------------
MOT Gettysburg Ave Rehab 41233-6450-1424-54     $1,011,189.15
2020 Infras Gettysburg    49031-6450-1424-54     265,000.00
Rehab                     Series 2018 Water     53816-3445-1424-54-WF2002  574,499.20
Construction Funds        Water Distribution    53005-3445-1424-54-WF2002  143,624.80

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

Description

SOUTH GETTYSBURG AVENUE RECONSTRUCTION & WATER MAIN
(15% MBE AND 10% SBE PARTICIPATION GOAL / 12.5% SBE AND 15.4% MBE
PARTICIPATION ACHIEVED)
(STATE ISSUE I FUNDS)

This project will reconstruct South Gettysburg Avenue from the westbound US-35 off ramp to West
Third Street in full depth asphalt. This work will also include small areas of curb, sidewalk, drive
apron, wheelchair ramp, and storm system improvements. This project will also install approximately
2,300 linear feet of new 8" water main including the installation of ductile iron pipe and fittings, gate
valves, fire hydrants and doing other work incidental thereto.

Three bids were received for this project. It is recommended that the contract be awarded to the
lowest bidder, L.J. DeWeese Co., Inc., in the amount of $1,994,313.15. This amount includes the base
bid in the amount of $1,844,313.15, Alternate No. 1, Contingency Allowance, in the amount of
$150,000.00. The estimated cost for the project was $2,000,000.00. The time bid for completion is
November 25, 2020. This project is being funded using State Issue I Funds.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Contract Start Date: Upon Execution
Expiration Date: 08/30/22
Original Commission Approval: $1,994,313.15
Initial Encumbrance: $1,994,313.15
Remaining Commission Approval: $-

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

Original CT/CF Increase Encumbrance
Decrease Encumbrance
Remaining Commission Approval

Amount: $1,011,189.15
Fund Code: 41233 - 6450 - 1424 - 54 - 
Fund Org Acct Prog Act Loc

Amount: $265,000.00
Fund Code: 49031 - 6450 - 1424 - 54 - 
Fund Org Acct Prog Act Loc

Amount: $574,498.20
Fund Code: 53816 - 3445 - 1424 - 54 - WF2002 -
Fund Org Acct Prog Act Loc

Amount: $143,624.80
Fund Code: 63005 - 3445 - 1424 - 54 - WF2002 -
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: L.J. DeWeese Co., Inc.
Vendor Address: 3616 Tipp-Cowlesville Road Tipp City Ohio 45371
Street City State Zip code + 4
Federal ID: 31-0602186
Commodity Code: 96896
Purpose: Award of Contract for South Gettysburg Avenue Reconstruction & Water Main
Contact Person: Patricia Jones
Public Works/Civil Engineering Date: 4/15/2020
Department/Division
Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 
Date: 05/18/2020

CF Prepared by: 
Date: 05/18/2020

CF/CT Number: 67202358
CHANGE ORDER NUMBER 1

This Change Order Number 1, entered into this _____ day of ________________, 2020, is between the City of Dayton, Ohio (“City”) and L.J. DeWeese Co., Inc (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a contract for the South Gettysburg Avenue Reconstruction & Water Main project (15% MBE and 10% SBE Participation Goal) (“Project”), CT20-2584 dated June 22, 2020 (“Contract”), to perform additional asphalt resurfacing on South Gettysburg; and

WHEREAS, the City and Contractor agree that extra work, or altered work, must be performed to complete the Project; and

WHEREAS, the City and Contractor agree that the extra work or altered work or both require the Contract to be modified; and

WHEREAS, the City and Contractor agree upon the amount to be paid for the extra work or altered work, or both, to be performed.

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

Section 1. Under this Change Order Number 1, Contractor shall perform the following work:

a. Item 202, Grinding Existing Pavement 2,800 S. Y.  $21,560.00
b. Item ODOT 407, Non-Tracking Tack Coat 280 Gal  $910.00
c. Item ODOT 442, Asphalt Concrete Surface Course, 12.5 MM, Type A (448) 475 Tons  $42,750.00
d. Item 614, Maintaining Traffic 1 Lump  $20,000.00
e. Item 632, Detector Loop 1 Each  $1,800.00
f. Item 632, Loop Detector Tie-In 1 Each  $180.00
g. Item 644, Channelizing Line, 8” (180 L.F. @ $1.40)  $252.00
h. Item 644, Lane Line, 4” (480 L.F. @ $0.60)  $288.00
i. Item 644, Stop Line (35 L.F. @ $5.20)  $182.00

Total  $87,922.00

Section 2. In consideration of Contractor’s performance of the additional work described in Section 1 above, the City will pay Contractor an amount not to exceed Eighty-Seven Thousand Nine Hundred Twenty-Two Dollars and Zero Cents ($87,922.00). Payment for services will be paid as follows:

a. Item 202, Grinding Existing Pavement (2,800 S. Y. @ $7.70/S. Y.)  $21,560.00
b. Item ODOT 407, Non-Tracking Tack Coat (280 Gal @ $3.25/Gal)  $910.00
c. Item ODOT 442, Asphalt Concrete Surface Course, 12.5 MM, Type A (448) (475 Tons @ $90.00/Ton)  $42,750.00
d. Item 614, Maintaining Traffic (1 Lump Sum @ $20,000.00)  $20,000.00
e. Item 632, Detector Loop (1 Each @ $1,800.00)  $1,800.00
f. Item 632, Loop Detector Tie-In (1 Each @ $180.00)  $180.00
g. Item 644, Channelizing Line, 8” (180 L.F. @ $1.40)  $252.00
h. Item 644, Lane Line, 4” (480 L.F. @ $0.60)  $288.00
i. Item 644, Stop Line (35 L.F. @ $5.20)  $182.00

Total  $87,922.00
Section 3. The terms and compensation provided by this Change Order Number 1 constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change in the work, including, but not limited to, any delays, inefficiencies, disruption or suspension, extended overhead, profit, interest, acceleration, and cumulative impact of this and any previously issued change orders.

Section 4. Except as modified by this Change Order Number 1, the Contract remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Change Order Number 1 as of the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

10/26/2020

John Musto for
City Attorney

Signed by: Musto, John

L.J. DEWEES CO., INC.

By

Title

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON OHIO:

, 20

Min. Bk. _____ Pg. __

Clerk of the Commission
CITY OF DAYTON COMMERCIAL GREENHOUSE DEMOLITION
(OPEN MARKET)

This project shall include any and all labor, equipment, and materials necessary to demolish and dispose of three structures that were damaged during the May 27-28, 2019 tornadoes located north of the Wegerzyn Gardens Complex at 1301 East Siebenthaler Avenue Dayton, Ohio 45414. These include an existing aluminum framed glass greenhouse, an attached brick structure, and a partially demolished structure. This work shall also include all necessary hazardous material abatement, excavation, backfill, site grading and preparation, landscaping, and seeding necessary to restore the site to nature.

Eight bids were received for this project. It is recommended that the contract be awarded to the lowest bidder Bladecutters, Inc., in the amount of $147,215.75. This amount includes the base bid of $117,215.75 and Alternate No. 1 - Contingency Allowance for $30,000.00. The estimated cost for the project (including Alternate No.1 - Contingency Allowance) was $288,000.00. The time bid for completion is December 15, 2020.

This project is being funded using the Permanent Improvement Funds.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
## SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>NEW CONTRACT</th>
<th>RENEWAL CONTRACT</th>
<th>CHANGE ORDER</th>
</tr>
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<tbody>
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<td><strong>X</strong></td>
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<tr>
<td>Contract Start Date: 11/1/2020 upon execution</td>
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<td>Expiration Date: October 30, 2021</td>
<td>Required Documentation</td>
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<tr>
<td>Original Commission Approval: $147,215.75</td>
<td>Initial City Manager's Report</td>
<td><strong>X</strong></td>
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<tr>
<td>Initial Encumbrance: $147,215.75</td>
<td>Initial Certificate of Funds</td>
<td><strong>X</strong></td>
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<td>Remaining Commission Approval: $</td>
<td>Initial Agreement/Contract</td>
<td><strong>X</strong></td>
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<tr>
<td>Original CT/CF: $</td>
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<td></td>
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<tr>
<td>Increase Encumbrance: $</td>
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<td>Remaining Commission Approval: $</td>
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<th>Amount: <strong>$147,215.75</strong></th>
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<td>Fund Code: 40001 6480 1424 54 -</td>
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<th>Fund Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund:</td>
<td>Org</td>
</tr>
</tbody>
</table>

**Attach additional pages for more FOAPALS**

| Vendor Name: Bladecutters, Inc. (937) 274-3861 |
| Vendor Address: 5440 N. Dixie Dr Dayton OH 45414 |
| Federal ID: 31-1265427 |
| Commodity Code: 96800 |

**Purpose:** City of Dayton Commercial Greenhouse Demolition (Open Market)

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

**Originating Department Director's Signature:**

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

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

**Finance Director Signature:**

**Date:** 10/30/2020

**CF Prepared by:**

**Date:** 10/30/2020

**CF/CT Number:** 072021085

**SA 10/29/2020**

**October 18, 2011**
Commercial Greenhouse Demolition (#7317986)
Owner: Dayton OH, City of
Solicitor: Dayton OH, City of
10/08/2020 12:00 PM EDT

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Line Item</th>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Engineer Estimate</th>
<th>Bladecutter's Inc.</th>
<th>EVANS LANDSCAPING, INC.</th>
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<tr>
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<td>Quant Unit Price</td>
<td>Extension</td>
<td>Unit Price</td>
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<td>Contingency LUMP</td>
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<th>O'Rourke Wrecking Company</th>
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<th>Extension</th>
<th>Battle Axe Construction, LLC</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Andis LLC</th>
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<td>$119,965,800.00</td>
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</table>
October 23, 2020

TO: Andrew Marks, Senior Engineer II  
Department of Public Works, Civil Engineering

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

SUBJECT: Commercial Greenhouse Demolition (Open Market)

The apparent low bidder, Bladecutters Inc, has been reviewed. HRC’s contract compliance analysis has verified that Bladecutters 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.

Contract compliance will include meeting minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1405.

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bladecutters Inc</td>
<td>$117,215.75</td>
</tr>
</tbody>
</table>

CAG
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
City of Dayton
Commercial Greenhouse
Demolition

Bidder
Bladecutters Inc.
5440 N. Dixie Dr
Dayton, Ohio 45414
## Commercial Greenhouse Demolition (#7317986)

**Owner:** Dayton OH, City of  
**Solicitor:** Dayton OH, City of  
**10/08/2020 12:00 PM EDT**

### Bladecutter's Inc.

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
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<td>LUMP</td>
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<td>$1,000.00</td>
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<td>Demolish &amp; Remove Ex. Garage</td>
<td>LUMP</td>
<td>1</td>
<td>$4,800.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>202</td>
<td>Asphalt Pavement Removed</td>
<td>S.Y.</td>
<td>1,615</td>
<td>$3.05</td>
<td>$4,925.75</td>
</tr>
<tr>
<td>202</td>
<td>Fence Removed, Chain Link</td>
<td>L.F.</td>
<td>305</td>
<td>$1.00</td>
<td>$305.00</td>
</tr>
<tr>
<td>203</td>
<td>Embankment</td>
<td>C.Y.</td>
<td>1,725</td>
<td>$5.00</td>
<td>$8,625.00</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished &amp; Placed (4&quot;)</td>
<td>C.Y.</td>
<td>600</td>
<td>$20.00</td>
<td>$12,000.00</td>
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<tr>
<td>659</td>
<td>Hydroseeding, Including Mulch &amp; Fertilizer</td>
<td>S.Y.</td>
<td>5,400</td>
<td>$0.90</td>
<td>$4,860.00</td>
</tr>
<tr>
<td>ODOT 832</td>
<td>Storm Water Pollution Prevention Plan</td>
<td>LUMP</td>
<td>1</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Mobilization, General Conditions, &amp; Permits</td>
<td>LUMP</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**Temporary Soil Erosion Control Allowance**  
$37,500.00

**ODOT 832**  
Temporary Soil Erosion Control Allowance  
EA 1  
$7,500.00  
$7,500.00

**SPL**  
Hazardous Material Abatement Allowance  
LUMP 1  
$30,000.00  
$30,000.00

**Add Alternate No. 1: Contingency Allowance**  
$30,000.00

**SPL**  
Contingency Allowance ($30,000)  
LUMP 1  
$30,000.00  
$30,000.00

**Base Bid Total:**  
$117,215.75
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name
Bladecutters Inc.

State of Incorporation
Ohio

Name and Title of
Officers with Authority
to Sign Contract
John Scott - President

Home Office Address
5440 N Dixie Dr, Dayton, Ohio 45414

Local Address

Telephone 9372743861  Fax 9372749306
E-mail VLScott@bladecutters.com

Federal I.D.# 31-1265427

Dated this 25 day of Sept., 2020

Bidder: Bladecutters Inc.
(Person, Firm, or Corporation)

By:

Title: President
DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☒

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

(Section 153.571 and 3929.121 Ohio Revised Code)

WESTFIELD GROUP

Westfield Center, Ohio 44251-5001

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Bladecutters Inc.
5440 N. Dixie Drive Dayton, Ohio 45414
as principal and Westfield Insurance Co. as sureties, are hereby held and firmly bound unto City of Dayton, OH 101 W. Third St.
Dayton, Ohio 45402
as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on October 8th, 2020 to undertake the project known as City of Dayton Commercial Greenehouse Demolition. The penal sum referred to herein shall be the dollar amount of the principal’s bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _______________ dollars.

The foregoing blank is not filled in, the penal sum will be the full amount of the principal’s bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.

For payment of the penal amount well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrator, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for City of Dayton Commercial Greenehouse Demolition.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said Bladecutters Inc.

shall well and faithfully do and perform the things agreed by Bladecutters Inc.

to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omission, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond."

Signed this 29th day September , 2020.

PRINCIPAL: Bladecutters Inc.
BY: J. B.
TITLE: 
SURETY: WESTFIELD INSURANCE CO.
BY: Tiffany Morgan , Attorney-in-fact
SURETY COMPANY ADDRESS:
BOND DEPARTMENT
WESTFIELD INSURANCE CO.
P. O. BOX 5001, 1 PARK CIRCLE
WESTFIELD CENTER, OHIO 44251-5001
SURETY AGENT'S ADDRESS:
AGENCY NAME: Hamler Gingrich Insurance Agency
STREET: 102 N. Miami St.
CITY, STATE, ZIP: West Milton, Ohio 45383

BD 5965 WF (11-01)
General
Power
of Attorney

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as "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

MARK T. HAMLER, LINDA K. SWIGART, MATT JAMES GINGRICH, TIFFANY MORGAN, KURT HAMLER, JULIE A. PAULUS,
JOINTLY OR SEVERALLY

of WEST MILTON 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, undertakings, recognizances, agreements and other deeds, instruments or voiding and other conditional or obligatory undertakings and any and all Attorney- in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

The Attorney-in-Fact may, upon written direction of the Company, execute and deliver any and all bonds, recognizances, agreements and other deeds, instruments or voiding and other conditional or obligatory undertakings and any and all instruments so executed by any such Attorney-in-Fact shall be valid and binding upon the Company in respect to any bond or undertaking to which it is attached. (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and 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 hereunto affixed this 23rd day of APRIL A.D., 2015.

By:

Dennis P. Baus, National Surety Leader and Senior Executive

On this 23rd day of APRIL A.D., 2015, 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 seal of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Koznik, 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 29th day of September A.D., 2020.

Frank A. Carrino, Secretary

BPOAC1 (combined) (06-02)
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

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

Bladecutters Inc. meets the following Contractor requirements relating to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By: _______________________________ (signature)
Title: _______________________________
Date: _______________________________
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 Ins  
401 K  

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.  

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


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

EWOL Trucking

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.
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:

John Scott being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of

Bladder Hero ("the Contracting Party").

2. The Contracting Party is a/an (select one):

☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

☒ Corporation organized and existing under the laws of the State of Ohio.

☐ Labor organization.

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

By: [Signature]

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio

COUNTY OF Montgomery

John Scott, being first duly sworn deposes and states that:

(1) He/she is President of Bladecutters that

(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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge, 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 LLL, “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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, [Signature], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

John Scott - President

Date 10/12/20

Name and Title of Contractor’s Authorized Official
City Manager's Report

From 5560 - Information Technology
Supplier, Vendor, Company, Individual
Name Miami Valley Communications Council
Address 1195 E. Alex-Bell Road
Centerville, Ohio 45459

Date November 11, 2020
Expense Type Service Agreement
Total Amount $53,405.00 (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>MIS Revenue</td>
<td>10000-5560-22602-65</td>
<td>$53,405.00</td>
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</table>

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

Description

PROFESSIONAL SERVICES AGREEMENT

The Department of Information Technology requests authorization to enter into a Professional Services Agreement to provide access to the Public Safety Management Information System for members of the Miami Valley Communications Council (MVCC). This Agreement will allow MVCC sworn law enforcement members' access to the City of Dayton's Management Information System (MIS).

The success of solving crime in and for the jurisdictions surrounding Dayton resulted in requests that Dayton's MIS be made available to agency offices outside Dayton. The system is available to Centerville, Englewood, Five Rivers Metro Parks, Grandview Medical Police, Huber Heights, Kettering, Miamisburg, Oakwood, Sinclair, Springboro, University of Dayton Public Safety and Vandalia.

This Agreement shall commence on January 1, 2021 and shall terminate December 31, 2021, with 2 one-year renewal options through 2023.

1/1/2021-12/31/2021 $17,278.00
1/1/2022-12/31/2022 $17,797.00
1/1/2023-12/31/2023 $18,330.00
Total $53,405.00

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

A Certificate of Revenue in the amount of $53,405.00 is attached.

Foster, Desa
Division
Kenneth R. Couch
Department
City Manager

Signatures/Approval

Approved by City Commission

Clerk
Date

FORM NO. MS-16

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

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Miami Valley Communications Council
Address 1195 East Alex-Bell Road

City Centerville State Ohio Zip+4 45459 -
Customer # @00006014 Address Location # F1
Federal ID# 311152617

Revenue Information: Fund 10000 Organization 5560 Revenue 22602 Program 65

Contract Information: Contract Start Date 1/1/2021 Contract Expiration Date 12/31/2021

Billing Information: Rate: $17,278.00 Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing) January 2021
Other (explain)
Rate Change Date Jan. 2022 Jan. 2023 Rate Change Amount $17,797.00 $18,330.00

Description of Services (wording on invoice): The Miami Valley Communications Council (MVCC), with concurrence from their member agencies, signed an agreement with the City of Dayton to allow Information sharing and use of Dayton’s Public Safety Management Information System (MIS) for local law enforcement agencies represented by the Miami Valley Communications Council.

Digitally signed by Kenneth R. Couch
Date: 2020.10.27 15:58:23 -04'00"

TO BE COMPLETED BY FINANCE

Revenue Contract Number 14-6014 Auditor Fatima Jones Date 10/31/2020

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

Director of Finance
OCTOBER 27, 2020

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

FROM: Desa Foster, Manager Desa Foster
       Department of Information Technology

SUBJECT: Miami Valley Communications Council (MVCC) Agreement

Attached is the professional services agreement between the City of Dayton and Miami Valley Communications Council (MVCC) to provide access to the Public Safety Management Information System for members of the MVCC. This agreement will allow MVCC sworn law enforcement members’ access to the City of Dayton’s Management Information System (MIS).

The effective date of the agreement is January 1, 2021. The total amount of revenue to the City for this agreement is $53,405.

If you have any questions, please feel free to call me at extension 6349.

APPROVED:

Kenneth R. Couch

Kenneth R. Couch, Interim Director
Department of Information Technology

Attachment
MANAGEMENT INFORMATION SYSTEM LICENSE AND USE AGREEMENT

This MANAGEMENT INFORMATION SYSTEM LICENSE AND USE AGREEMENT ("Agreement"), dated this ___ day of __________, 2020 is by and between the Miami Valley Communications Council ("MVCC") and the City of Dayton, Ohio, a municipal corporation with offices located at 101 W. Third St. Dayton, Ohio 45402 (the "City").

WITNESSETH THAT:

WHEREAS, the City, for the benefit of its Department of Police and law enforcement activities, established and maintains a Management Information System ("MIS"), which allows for the storage and retrieval of certain law enforcement data; and

WHEREAS, MVCC is a council of local Ohio political subdivisions established in accordance with the requirements of Ohio law and operating pursuant to and under a charter adopted by its member political subdivisions; and

WHEREAS, MVCC, on behalf and for the sole benefit of its member political subdivisions’ respective law enforcement agencies (the "members"), desires access to the City’s MIS to enter and submit data and search and to view information in the MIS for the purpose of information sharing among local law enforcement agencies; and

WHEREAS, the City supports a regional approach to law enforcement and, in particular, information sharing among law enforcement agencies; and

WHEREAS, the parties enter into this Agreement to set forth the terms, conditions and responsibilities related to access to the City’s MIS by MVCC’s members.

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

I. CITY RESPONSIBILITIES

A. Licensing

The City will procure and provide to MVCC, for use by MVCC’s members, a total of ten (10) concurrent user licenses ("Concurrent License(s)") for secured access to and use of the City’s MIS as explained hereinafter. As part of the Concurrent Licenses, the City will populate the "user information" database in the MIS to accommodate up to a maximum of one hundred-fifty (150) named users. "Named users" will be provided an account and the security required to allow access to the MIS. Named users, however, are restricted from providing their MIS account or security information to anyone other than City of Dayton staff charged with creating and or maintaining the account.

By accepting the agreement, MVCC certifies on behalf of itself and the MVCC member political subdivisions that access and use of the MIS will be limited to use solely by law enforcement
personnel for performance of their official law enforcement functions. In addition, MVCC and the MVCC members shall take all reasonable and appropriate steps to protect against unauthorized access (including third-party hacking) to the MIS. Failure to take all reasonable and appropriate actions to protect and secure MIS access, including user passcodes, usernames, and other required access information may result, at the option of the City, in revocation or suspension of this Agreement.

MVCC members will have the following access and use of the MIS:

1. “Read-Only” access to all MIS subsystems for viewing data contained therein.

2. MVCC member agencies will be allowed “read-write” access to create, correct and supplement records containing its own law enforcement data within the MIS “Field Interview” subsystem. It is understood and agreed that only the MVCC member agency entering the information in the Field Interview subsystem may input corrections and supplement information contained therein as the need arises. The City may provide a daily e-mail of all Field Interview records entered by all law enforcement agencies to MVCC member agencies for the purpose of information sharing. MVCC member agencies may distribute that e-mail; however, distribution must be limited to other authorized law enforcement personnel for law enforcement purposes only.

3. Ability to print a “hard copy” of all searchable MIS data for official law enforcement purposes.

As additional consideration for the MIS access granted for furtherance of a regional approach to law enforcement, each MVCC member must enter its own law enforcement data in the MIS (within the Field Interview subsystem) and not merely use the MIS to search and view law enforcement data from other law enforcement agencies. MVCC shall advise each MVCC member agency that failure to enter data in the MIS may result, at the option of the City, in revocation or suspension of access to MIS to that MVCC member agency.

The City’s MIS is continually being reviewed and modifications are being implemented in an ongoing effort to enhance the entire MIS system. It is anticipated that MVCC member agencies may, at a later date, desire to share additional law enforcement information with other law enforcement agencies having access to the City’s MIS. To foster the growth of regional law enforcement information sharing, the City will periodically evaluate enhancement requests submitted by MVCC member agencies. While the City will be under no obligation to customize the MIS for any particular MVCC member agency, the City will develop a change control/enhancement procedure as a means to submit, evaluate and implement system changes for the purpose of enhancing MIS for the benefit of all users of the City’s MIS.

The City will annually provide up to two (2) hours of “train-the-trainer” instruction for up to two (2) persons designated by each MVCC member agency. This training will be for the purpose of learning MIS functions as described above.
The City will provide “Tier I” telephone support 24 hours a day and 365-days a year and “Tier II” support during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Tier I support is available via the City’s Information Technology Services HelpDesk (937-333-2748), and is limited to basic troubleshooting for user login, password or connectivity issues. Tier II support is provided for more in-depth troubleshooting or specific MIS related issues.

B. Transfer of Data

After completion of the activities as set forth in Subsection A above, the City will discuss with MVCC and the MVCC member agencies the method and requirements necessary to provide for the electronic transfer of data from the individual law enforcement data systems operated by each MVCC member agency to the MIS. If, as a result of such discussions, the City determines that it is feasible, necessary and cost effective to implement such data transfer, the City and MVCC will negotiate, in good faith, a separate agreement(s) covering such electronic data transfer to the MIS.

II. MVCC RESPONSIBILITIES

MVCC is responsible for coordinating access to MIS for its members. MVCC is responsible for promptly forwarding the names and other required information for each named user to the City so that the City may create the required accounts and populate the user information into the MIS. MVCC shall promptly notify the City when a named user needs to have their account terminated. This may occur when the user is no longer associated with the agency or when the agency desires to replace the current user with another user.

By execution hereof, MVCC certifies that it will coordinate access to MIS for any law enforcement agency of any political subdivision that is mutually agreeable to Dayton and MVCC, provided that the overall user count granted to all agencies does not exceed the contracted number of named users. MVCC will immediately take all necessary steps to discontinue access to MIS for any law enforcement agency/personnel that does not meet participation requirements. The City shall be promptly notified so the named user accounts can be terminated. MVCC’s failure to comply with these requirements is a basis for the immediate termination of this Agreement.

III. TERM AND TERMINATION

This Agreement shall commence on January 1, 2021 and shall remain in effect for an initial term of 12 months and shall be renewable at the end of the current term for two successive 12 month terms, unless either party gives written notice of its intention not to renew ninety (90) days before expiration date of the then current term.
COMPENSATION

MVCC shall pay the City the sum of:

Seventeen Thousand Two Hundred Seventy-Eight Dollars and Zero Cents ($17,278.00) for the period of January 1, 2021 thru December 31, 2021.
Seventeen Thousand Seven Hundred Ninety-Seven Dollars and Zero Cents ($17,797.00) for the period of January 1, 2022 thru December 31, 2022.
Eighteen Thousand Three Hundred Thirty Dollars and Zero Cents ($18,330.00) for the period of January 1, 2023 thru December 31, 2023.

The City will invoice MVCC on each anniversary of the effective date of this Agreement for payment. MVCC shall remit payment to the City within thirty (30) days of receipt of the invoice.

IV. GENERAL PROVISIONS

A. Liability

Each respective MVCC licensee shall be solely responsible for any and all losses, expenses, claims, demands, actions or causes of action incurred by the City arising out of each Licensee’s own named users’ and respective law enforcement agencies’ acts, errors, omissions and other activities in utilizing the MIS service provided by the City pursuant to this Agreement, and no such liability shall attach to MVCC. Nothing herein shall be construed as a waiver of any immunity available to MVCC, its member political subdivisions, or the City.

B. Amendment or Modification

Either party may request to amend or modify this Agreement, at any time, provided that such amendment or modification is mutually agreed to between the parties and, thereafter, reduced to writing, executed by a duly authorized representative for each party, and, if required or applicable, approved by the legislative body for each party.

C. Entire Agreement/Integration

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

D. Ownership of Documents

1. The City shall retain ownership of its documents and records, whether in electronic or printed format, which MVCC members may have access to, from time to time, during the term of this Agreement. The City is responsible for responding to all third party
requests for the production, inspection and/or copying of the City’s own information, documents and records contained in the MIS.

2. Each MVCC member shall retain ownership of its own documents and records, whether in electronic or printed format, which other law enforcement agencies may have access to, from time to time, during the term of this Agreement. MVCC and/or MVCC members are solely responsible for responding to all third party requests for the production, inspection and/or copying of the particular MVCC member’s information, documents and records contained in the MIS.

E. Intellectual Property

It is agreed that the City shall retain ownership of all custom programs, databases, scripts, routines, computer software, models, templates and other intellectual property, whether created, developed or licensed to the City, that is used or modified in the performance of this Agreement.

F. Non-Exclusivity

This Agreement and the rights granted herein are non-exclusive. Nothing in this Agreement may be construed or interpreted to prohibit the City from granting MIS access to other local, state or federal law enforcement agencies on terms more or less favorable than those set forth herein.

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

WITNESSED BY:  

MIAMI VALLEY COMMUNICATIONS COUNCIL

By:  

Its:  

WITNESSED BY:  

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

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

, 2020

Min./Bk. Pg.

Clerk of the Commission
City Manager’s Report

From 2360 - Planning & CD / Mediation Center
Supplier, Vendor, Company, Individual
Name Montgomery County Juvenile Court
Address 380 West Second Street
Dayton, Ohio 45422-4240

Fund Source(s)    Fund Code(s)    Fund Amount(s)
Mediation Center   16702-2360-22606-33   45,000.00

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

Description

Mediation Service Agreement — Montgomery County Juvenile Court

The Department of Planning and Community Development requests approval to enter into an Agreement with Montgomery County Juvenile Court for parenting time mediation services. The Dayton Mediation Center will provide mediation services to families in need of creating parenting time/custody plans as referred by the court. Revenue will be generated not to exceed $45,000.00 for case management, mediation, and evaluation services for court-referred cases. This Agreement marks the ninth (9th) year of programming for parenting time mediation between Montgomery County Juvenile Court and the City of Dayton.

This agreement shall commence January 1, 2021 and it shall expire December 31, 2021.

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

A Certificate of Revenue is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF REVENUE
TO BE COMPLETED BY THE DEPARTMENT

Customer Information:  
Name: Montgomery County Juvenile Court c/o Eric Shafer  
Address: 380 West Second Street  
City: Dayton  
State: Ohio  
Zip+4: 45422 4240  
Customer Number: 310000172  
Address Location: E3  

Revenue Information:  
Fund: 16702  
Organization: 2360  
Revenue: 22606  
Program: 33

Contract Information:  
Contract Start Date: 1-1-21  
Contract Expiration Date: 12-31-21  

Billing Information:  
Rate: $5.00/per case file  
Arrears: XX  
Pre-bill:  
Monthly (1st month of billing):  
Quarterly (1st month of quarter): XX  
Semi-annual (1st month of half):  
Annual (1st month of billing):  
Other (explain):  
Rate Change Date: N/A  
Rate Change Amount: N/A

Description of Services (wording on invoice): The Dayton Mediation Center will continue to provide parenting time/custody mediation services for Montgomery County Juvenile Court clients. (See Exhibit A of the Service Understanding for additional information on the description of services provided.)

Departmental Approval: [Signature]

TO BE COMPLETED BY FINANCE

Revenue Contract Number: 8-0172  
Auditor: [Signature]  
Date: 10/27/2020

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

Director of Finance: [Signature]
"Certificate of Revenue Form MCJC 2021" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2020-10-27 - 1:37:07 PM GMT - IP address: 75.186.30.18

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2020-10-27 - 1:37:26 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2020-10-27 - 1:41:15 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2020-10-27 - 1:42:11 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2020-10-27 - 1:42:11 PM GMT
MONTGOMERY COUNTY JUVENILE COURT
SERVICE CONTRACT

THIS CONTRACT, made and entered into on this ______ day of ________, 20___, in Dayton, Montgomery County, Ohio by and between the Board of County Commissioners of Montgomery County, located at 451 West Third Street, Dayton, Ohio 45422, hereinafter called the “County”, the Montgomery County Court of Common Pleas, Juvenile Division, located at 380 West Second Street, Dayton, Ohio 45422, hereinafter called the “Court”, and the City of Dayton, located at 101 West Third Street, Dayton, Ohio 45402 hereinafter called the “Provider.”

WITNESSETH:

WHEREAS, the County, the Court and the Provider mutually desire to contract with each other to provide mediation services for youth and families referred by the Court as embodied in the scope of services and proposal attached hereto and hereinafter referred to as “Exhibit A”; and,

WHEREAS, the Provider is uniquely qualified, experienced, and willing to perform said work, when there is a Contract specifying the rights and duties of each party.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Contract, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF SERVICE

1.1 The Provider agrees to perform the services embodied in the work scope attached hereto and hereinafter referred to as “Exhibit A”. Said Exhibit A is incorporated by reference as if written hereinafter in full.

1.2 The Provider further agrees that it will notify the Court prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Contract and that no such activity or expenditure of a questionable nature shall be authorized without the prior approval of the Court’s Administration.

ARTICLE TWO: SCHEDULE OF PAYMENT

2.1 The COURT agrees to compensate the PROVIDER for authorized expenditures incurred in the performance of this Agreement and services described in Exhibit A, which can be verified by documentation. The COURT shall pay PROVIDER an amount not to exceed FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($45,000.00) for the services provided during the term of this agreement. The COURT will assess a mediation filing fee in the amount of FIVE DOLLARS AND ZERO CENTS ($5.00) on each case filed and one hundred percent (100%) of the mediation filing fee actually collected by the COURT (the total amount collected will vary annually) shall be considered payment.

2.2 It is understood and agreed by the parties hereto that the Court will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work without the prior written approval of the Court.

2.3 Contract funds must be expended on youth for whom these services cannot be reimbursed through Medicare and/or Medicaid, which is considered payment in full and cannot be supplemented by Contract funds. If youth are denied service by their third party insurance providers or their co-pays and/or
deductible amounts are higher than the maximum allowable rate for service, Court management staff will determine whether to approve or deny payment authorization. If third party insurance providers authorize only partial payments for such services, Court management staff will determine whether to authorize payment for the remaining uncovered cost up to the maximum allowable rate for service.

2.4 The Provider will secure proper authorization for release of records from the client’s parent or guardian prior to release of records to the Court. If unable to secure proper authorization for release of records, the Court will not be billed for the services provided by the Provider.

2.5 Payment will be made to the PROVIDER after the COURT has received and approved invoices from the PROVIDER during the previous quarter. Invoices shall be submitted to the COURT no later than 31 days after the conclusion of the previous quarter or April 30, 2021; July 31, 2021; October 31, 2021; and January 31, 2022. Quarterly invoices from the PROVIDER shall be sent to Eric Shafer, Assistant Court Administrator, Montgomery County Juvenile Court, located at 380 West Second Street, Dayton, Ohio 45422-4240.

ARTICLE THREE: TERM

3.1 The term of this Agreement shall begin the 1st day of January 2021 and shall terminate on the 31st day of December 2021.

3.2 All parties agree that the terms of the herein Contract shall apply to any time period between the above-stated start date, and the full execution of this Contract by way of signature of the parties.

ARTICLE FOUR: RELATIONSHIPS/COMPLIANCE

4.1 The Provider, its agents, employees, assigns are not officers, agents or employees of the Court or the County; but, to the contrary, are independent contractors. The Provider, at all times shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Court or the County.

4.2 The Provider agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein.

4.3 The Provider, for itself, its employees and assigns, accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker’s compensation premiums, all income tax deductions, and any and all other taxes (i.e., Social Security) or payroll deductions required of the Provider as employer.

ARTICLE FIVE: CONFLICT OF INTEREST

5.1 This Contract in no way precludes, prevents, or restricts the Provider from obtaining and/or working under additional contractual arrangement(s) with a party other than the Court, assuming that the additional contractual work in no way impairs the Provider’s ability to perform the services required under this Contract.

5.2 The Provider contracts that at the time of entering into this Contract he has no interest in or shall he acquire any interest, direct or indirect, in any contractual agreement which will conflict in any manner with performance of the services required under this Contract.

ARTICLE SIX: MODIFICATION AND SEVERABILITY

6.1 This Contract constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any
proposed change in this Contract shall be submitted to the Court for its prior written approval. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.2 There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Contract.

ARTICLE SEVEN: SAFEGUARDING OF CLIENT

7.1 Provider agrees that disclosure of any information by the Provider, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE EIGHT: PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

8.1 Provider agrees to comply with the Prison Rape Elimination Act (PREA) and follow the Court’s zero-tolerance of sexual abuse and sexual harassment within its facilities/programs/offices for all youth and staff/volunteers/contract.

8.2 Provider agrees to report any findings of sexual abuse or sexual harassment immediately to the Court Administrator.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY

9.1 During the performance of this Contract, the Provider will not discriminate against any employee, applicant for employment or any client because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

9.2 The Provider, or person claiming through the Provider, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said Provider. The Provider shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE TEN: INDEMNIFICATION

10.1 Montgomery County and the City of Dayton are separate political subdivisions of the State of Ohio, and each shall assume responsibility for any loss, cost or damages caused by or arising out of any acts, errors and omissions of its own respective employees and agents in the performance of this Agreement. Each is entitled to common law and statutory immunities and defenses, none of which are waived by this Agreement.

ARTICLE ELEVEN: ASSIGNMENT

11.1 The parties expressly agree that this Contract shall not be assigned by the Provider without the written approval of the Court.

ARTICLE TWELVE: INSURANCE/BONDING

12.1 The Provider agrees to carry the required liability insurance and/or bonding necessary, as referred to in “Exhibit B”, for the delivery of the service to be provided.
ARTICLE THIRTEEN: TERMINATION

13.1 This Contract may be terminated by either party upon notice, in writing delivered upon the other party thirty (30) days prior to the effective date of termination. The Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of termination of this Contract.

13.2 The parties further agree that should the Provider become unable for any reason to complete the work called for by virtue of this Contract, that such work as the Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of the Court, and further the Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider’s inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the Court.

13.3 Notwithstanding the above, the Provider shall not be relieved of liability to the Court and the County for damages sustained by the Court and the County by virtue of any breach of the Contract by the Provider; and the Court may withhold any compensation to the Provider for the purpose of set-off until such time as the amount of damages due the Court from the Provider is agreed upon or otherwise determined.

ARTICLE FOURTEEN: MONITORING AND EVALUATION

14.1 The Court and the Provider will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which services are being provided. The Provider will also participate in program evaluation activities being undertaken by the Court and/or an independent evaluator.

14.2 The Provider shall submit to the Court all prescribed reports detailing the progress of the work performed under this Contract.

14.3 The Provider shall maintain a financial management system, which records all Contract costs and expenditures. The Provider shall comply with all applicable State and Federal fiscal management guidelines.

14.4 The Provider shall maintain and preserve all financial and program records related to this Contract including any documentation used in the administration of the program, for a period of at least three (3) years from the termination date of this Contract. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

14.5 All financial and program records related to this Contract shall be subject to inspection, review or audit by the County or the Court and their duly authorized representatives.

ARTICLE FIFTEEN: DISCLOSURE

15.1 The Provider hereby covenants that he has complied with the County’s Disclosure Policy adopted pursuant to Resolution No. 88-1276, dated July 5, 1988, which requires anyone contracting with the Court and the County to disclose any business relationship or financial interest that said Provider has with a County or Court employee, employee’s business, or any business relationship or financial interest that a County or Court employee has with the Provider or the Provider’s business.

15.2 The PROVIDER must review and comply with the Ohio Ethics Law, released by The Ohio Ethics Commission. The law and related statutes can be accessed here:
https://ethics.ohio.gov/education/overview.html. The PROVIDER certifies that it (1) has reviewed and understands the Ohio Ethics Law and Related Statutes, and (2) will take no action inconsistent with those laws. The PROVIDER understands that failure to comply with the Ohio Ethics Law is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

**ARTICLE SIXTEEN: GOVERNING LAW**

16.1 This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

The remainder of this page intentionally left blank.
ARTICLE SEVENTEEN: SIGNATURES

17.1 The Provider hereby acknowledges that this Contract must be signed and returned to the Montgomery County Court of Common Pleas, Juvenile Division, by the Provider within thirty (30) days of receipt of said Contract for signature or the Contract may be canceled and voided by the Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ___ day of ________________, 20__.

WITNESS:

________________________

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

By _______________________
Carolyn Rice

By _______________________
Judy Dodge, President

By _______________________
Deborah A. Lieberman

OR

By _______________________
Michael B. Colbert
County Administrator

MONTGOMERY COUNTY COURT OF
COMMON PLEAS, JUVENILE DIVISION

By _______________________
Eric J. Shafer, Court Administrator

CITY OF DAYTON, OHIO

By _______________________
Shelley Dickstein, City Manager

APPROVED AS TO FORM
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

By _______________________
Ward Barrentine, Chief Assistant Prosecuting Attorney

Date __10/21/20__

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

___20___ Min. Book ___ Page ___

CLERK OF THE COMMISSION

APPROVED AS TO FORM AND CORRECTNESS :

By _______________________
City Attorney, City of Dayton
EXHIBIT A

SCOPE OF SERVICES

MEDIATION SERVICES

The PROVIDER, Dayton Mediation Center, will provide mediation services to the COURT for families who will be referred by the COURT. Eligibility is based upon the need for creating a parenting time/custody plan.

The Court will complete a referral using the mediation form either manually or electronically on the date that the family appears in court and then email the form to trisha.werts@daytonohio.gov or fax it to 937-333-2336. The referral to mediation may be completed before a case is officially filed in the Juvenile Court.

Mediation services are intended to provide families referred by the Court an alternative to formal intervention procedures by giving the parties an opportunity to talk about their relationship now and in the past (if needed) and to figure out how they can communicate differently in order to parent the child(ren) involved. This program will afford all parties the opportunity to take responsibility for determining the outcome of their actions, i.e. modeling a dialogue process that keeps the decision making in their control and can have a positive effect on future interaction with one another. Even when parties don’t leave mediation with an agreement there is the possibility that they will have more positive interaction and better communication.

Once the Dayton Mediation Center receives the faxed or emailed referral, a letter is mailed to the referred parties stating that mediation is scheduled and their participation is requested. The case manager at the Dayton Mediation Center will contact each party prior to the mediation to answer questions, help them understand the mediation process, and confirm the appointment. Mediators are assigned to the case.

There are several possible outcomes.

1. If the parties mediate and come to an agreement during court hours, and the case was officially filed, the Dayton Mediation Center will email the referring court staff and Court Services Administration (Director and Supervisors) to determine if a Magistrate or Judge is available to read the agreement into the record that day. If the parties have attorneys, the attorneys can review the agreement, finalize, and submit it to the court. The Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

2. If the parties mediate and come to an agreement, they may decide to try their plan out for four (4) to six (6) weeks (if the time is available before their next court date or in order to file with their petition to receive a court date) to see if the plan is feasible and then parties return to mediation for a second session to finalize their plan. If parties have an agreement in mediation during court hours, the Mediation Center will follow the above procedure to contact the court
and have it read into record. The Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

3. If the parties mediate and come to a partial agreement then they typically take it to their next court date (or submit with their petition to be considered at their hearing date) and have the court make decisions about any remaining issues. The Dayton Mediation Center will send a feedback form to the referring Magistrate informing the court of the partial agreement.

4. If the parties mediate and are not able to make any decisions then the Dayton Mediation Center offers parties a second session. The Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

5. If one party does not appear, the Dayton Mediation Center will attempt to contact the absent party to see if the mediation should be rescheduled or not. If no contact is made with the absent party, the case manager will close the case and send a feedback form to the referring court staff member letting the court know one of the parties didn't appear.

6. If one of the parties declines to participate in mediation the Dayton Mediation Center will close the case and send a feedback form to the referring court staff member.

The entire mediation intervention process can include case management, pre-mediation sessions and the mediation session(s) itself, and the process can average between five (5) to ten (10) hours.

**Monitoring and Evaluation Requirements**

The PROVIDER, through its Dayton Mediation Center, will:

- Provide training to the Court staff on the Dayton Mediation Center's programs and practices; and

- Meet quarterly with the Magistrates, Director of Court Services and the Court Administrator about the program.
EXHIBIT B
Insurance Requirements
Interlocal Agreements (Public Entities)

INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN INTERLOCAL AGREEMENT:

A. The Provider shall comply with all applicable laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement, and keep in full force and effect, Workers' Compensation Insurance for its employees. A copy of the document evidencing said Workers' Compensation coverage shall be furnished to the Court by the Provider upon written request and the receipt of a fully executed Agreement.

B. The Provider shall maintain sufficient insurance, or may self-insure, to cover liability and damages as more specifically set forth below.

C. Before commencing this Agreement, the Provider shall furnish the Court with a Certificate of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving to the County at least thirty (30) days prior written notice. In the event the Provider fails to promptly furnish the Court with acceptable Certificates of Insurance, the Court shall have the right to suspend payments until acceptable certificates (including renewals, if appropriate) are received by the Court, or to declare a default under this Agreement.

D. The Provider shall maintain the following insurance coverages:

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, and contractual liability coverage as defined by the insured contraction of the policy.
   
   General Aggregate $3,000,000
   Products – Completed Operations Aggregate $3,000,000
   Personal and Advertising Injury $1,000,000
   Each Occurrence $1,000,000

   The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The limit should be $1,000,000 each Occurrence/$3,000,000 aggregate.

2. Cyber Liability Coverage
   a. Information/Security & Privacy $1,000,000 claim/aggregate
   b. Regulatory Action (Defense & Penalties $1,000,000 claim/aggregate
   c. Webside-Media Content $1,000,000 claim/aggregate
d. Privacy Breach Response $1,000,000 claim/aggregate
e. Extortion $1,000,000 claim/aggregate

INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERLOCAL AGREEMENT:
If any part of this Agreement is contracted or subcontracted, the Provider shall require its contractor(s) and subcontractor(s) to maintain the same minimum insurance requirements listed above and to name the Board of Montgomery County Court of Common Pleas, Juvenile Division as an additional insured and shall furnish to the Court separate certificates and endorsements for each contractor or subcontractor.
By: ........................................... No ...........................................

AN ORDINANCE

Authorizing the Sale of Certain Real Estate Located on Monument Ave to Allied Supply Company, Inc. for a Public Purpose, and Declaring an Emergency.

WHEREAS, The Commission of the City of Dayton adopted The Greater Downtown Dayton Plan Priority Recommendations (“Greater Downtown Plan”) on November 17, 2010; and,

WHEREAS, On May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision (“CitiPlan 20/20”), of which redevelopment, reuse, and revitalization are key components; and,

WHEREAS, This remnant property, as described in the attached Exhibit A, is of insufficient size to be a buildable lot for the City of Dayton and is encumbered by numerous restrictive easements (“Property”); and,

WHEREAS, Allied Supply Company, Inc. (“Allied”) has been located at the site adjacent to the Property since 1957 and has maintained the Property as an extension of their own; and,

WHEREAS, Allied has created and maintained the job base at this location since 1957; and,

WHEREAS, The disposition of the Property has been recommended by the Director of Economic Development, the officer of the City of Dayton having the supervision and management of such land; and,

WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to facilitate redevelopment in a timely manner and for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

Section 1. That the offer to purchase the Property, as described in the attached Exhibit A, by Allied is hereby accepted by the City Commission in accordance with Section 36.44 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

Section 2. That the City Manager, or her designee, is hereby authorized to proceed with the sale of the Property and to execute any and all documents necessary to facilitate the transfer.

Section 3. That the property described above shall be sold for the purposes set forth in the various preambles of this Ordinance and for the consideration to be deposited into the following account:
ECONOMIC DEVELOPMENT FUND
16304-2600-29301-41
TEN DOLLARS
(10.00)

Section 4. That for the reasons set forth in the preamble, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.........................., 2020

SIGNED BY THE MAYOR............................... 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
Exhibit A

Monument Avenue Property Boundary Description

The property is located in the City of Dayton, County of Montgomery, State of Ohio, with the boundary of the said project being indicated on map Monument Avenue Remnant Boundary. Said Boundary is further identified by the following description:

The point of beginning being the intersection of the south right-of-way line of Monument Avenue and the northeast corner of a 1.003 acre parcel owned by Allied Supply Company, Inc., as shown on the attached map;

Thence, southwestwardly along the east property line of said 1.003 acre parcel also being the west boundary line of the former Miami and Erie Canal approximately 150’+- to a point at the southeast corner of said parcel;

Thence, northeastwardly parallel to the railroad approximately 235’+- to a point on the east right-of-way line of the former Miami and Erie Canal;

Thence, northwardly approximately 75’+- to a point in the south right-of-way line of Monument Avenue;

Thence, westwardly approximately 180’+- along the south right-of-way of Monument Avenue to the point of beginning, containing 0.30 acres more or less.
November 3, 2020

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

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

SUBJECT: Ordinance Authorizing Disposition of Certain Real Estate located along the frontage of Monument Avenue

Attached is legislation proposed for the November 11, 2020 City Commission calendar. The Ordinance authorizes the sale of a remnant parcel of real estate along Monument Avenue to Allied Supply Company, Inc. (Allied). It empowers the City Manager to execute the Quit Claim Deed associated with this project.

Allied is located at the adjacent property. They have created and maintained the job base at this location since 1957. They have also maintain this parcel as if it were part of their own site. This remnant parcel is of insufficient size to be a buildable lot and is encumbered by multiple easements.

This Ordinance is associated with a real estate matter. Therefore, we request it be passed as an emergency with two readings at one meeting.

If you have any questions, please contact Mary A. Faulkner at X3819.

FPW/maf
A RESOLUTION

Withdrawing the Objection to the Transfer of Liquor Permit No. 0348855, B&G Foodmart, 2141 N. Main St. Dayton, Ohio 45405; and, Declaring an Emergency.

WHEREAS, On May 8th, 2019, this Commission by Resolution No. 6413-19 objected to the stock transfer of Liquor Permit No. 0348855, B&G Foodmart, 2141 N. Main St. Dayton, Ohio 45405, based upon the recommendation of the Police Department; and,

WHEREAS, The City and Applicant have agreed to a Cooperation Agreement outlining the Applicants’ relationship with the City; and,

WHEREAS, The Applicant has agreed to: (1) install Wi-Fi enabled security cameras on the interior and exterior; (2) install exterior lighting on all sides of its building; (3) not cover more than 20 percent of its windows and 10 percent of its doors with advertisements; (4) provide safety training for all employees of the establishment; (5) provide accurate contact information for the owner and manager; (6) install security signs, height strips, and no loitering signs; (7) execute a right of entry/trespass affidavit with the Dayton Police Department; and, (8) install a drop safe; 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. 0348855; 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. 0348855, B&G Foodmart, 2141 N. Main St. Dayton, Ohio 45405.

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................................................, 2020

SIGNED BY THE MAYOR.........................................................., 2020

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
COOPERATION AGREEMENT

This COOPERATION AGREEMENT ("Agreement") entered into this ___ day of ____________, 2020, 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&G Foodmart, 2141 N. Main St., Dayton, Ohio 45405 ("Owner"). The parties of this Agreement are collectively referred to as the “Parties”.

WHEREAS, The City objected to the transfer of Liquor Permit No. 0348855 to Owner, at 2141 N. Main St, Dayton, Ohio 45405 ("Foodmart"), on May 15, 2019;

WHEREAS, Owner has agreed to take steps to minimize the impact of its operations at the Foodmart;

WHEREAS, Owner has taken steps to mitigate the concerns of the Dayton Police Department ("DPD") at the Foodmart;

WHEREAS, The Parties agree that they are committed to minimize any adverse impact that the operations of the Foodmart 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 begin on the date, first written above, and shall terminate on June 31, 2023, unless terminated earlier pursuant to this Agreement.

2. Owner Responsibilities.
   a. Use of Premises.
      i. Owner shall operate the Foodmart solely as a convenience store.
   b. Operations at the Foodmart.
      i. Owner shall, in good faith, remedy or mitigate any complaints concerning its operations of the Foodmart. Specifically, if the City receives complaints about the Foodmart 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 exterior of the premises free of litter, garbage, and graffiti.
      iii. Owner shall comply with all City of Dayton Zoning Ordinances, Regulations, and Requirements, to include: all parking and use requirements. Owner shall remedy and/or mitigate any Zoning complaints expressed to it by the City.
iv. Owner and employees shall make sure trash and debris outside the 
permit premises on the Owner's parking lot are cleaned up daily 
and Owner/employees shall make sure the dumpsters are locked.
v. Owner shall not operate and/or allow the Foodmart to be operated 
or used in any manner that is inconsistent with this Section.

c. Training.
i. At least once a year, the Owner and all of Owner's employees shall 
participate in a safety training classes to be provided by the City of 
Dayton Police Department.
ii. Owner and all of Owner's employees shall attend any courses 
recommended by the City of Dayton Police Department related to 
the safe operations at the Restaurant.
iii. At a date and time set up with the City of Dayton Police 
Department, Owner and its employees shall attend a safety course 
put on by the Dayton Police Department once a year. The Training 
may include topics such as: theft and robbery prevention, 
compliance with subpoenas, reporting crimes such as but not 
limited to drugs, prostitution and any other criminal activity 
occuring in its store or on its property.

d. General Requirements.
i. Owner agrees and shall maintain exterior lighting on all sides of 
Foodmart.
ii. Owner agrees and shall not cover more than twenty (20) percent of 
the widows in the Foodmart with advertisement. Owner shall 
ensure that clear visibility into and out of the Foodmart is 
maintained.
iii. Owner agrees and shall not cover more than ten (10) percent of 
doors into the Foodmart with advertisements. Owner shall ensure 
that clear visibility into and out of the Foodmart is maintained.
iv. Owner shall provide the DPD with accurate contact information 
for the Owner and manager of the Foodmart. Owner agrees to 
update this information as soon as a change is made.
v. Owner shall install security signs, height strips, no loitering signs, 
and other similar crime prevention signs in the Foodmart. Owner 
shall install reasonable crime prevention tools requested by the 
DPD at the Foodmart.
vi. Owner agrees and shall install a drop safe at the Foodmart.

a. If appropriate, the Owner shall attempt to mitigate concerns and meet with 
the City to discuss resolution. Owner shall provide any and all relevant 
information to any law enforcement officer investigating incidents in or 
around the Premises. Further, security staff and all staff shall be advised 
that all criminal conduct, activities, and illegal behavior must be reported 
to the relevant law enforcement agency upon its occurrence.
   a. Owner shall ensure that an appropriate Wi-Fi enable security camera system is installed to monitor criminal activities on the interior and exterior of the Foodmart. Owner agrees to take reasonable steps to make security videos accessible to the DPD by providing a phone number for making requests for security videos at the Foodmart.
   b. Owner shall make available its close circuit video to the City within twenty-four (24) hours of receiving a reasonable written request from the City to a designated email address. 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 turns over the video to the City that it has redacted the video, describe the specific content redacted, and the reason for the redaction.

5. Training.
   a. Owner agrees that all employees working at the Foodmart shall be trained, once (1) a year regarding compliance with state and local law and regulations regarding (a) liquor compliance and (b) property/premises maintenance (including but not limited to removal of trash/litter from the Foodmart). This training shall be scheduled by the Owner and provided by Ohio Investigative Unit of the Ohio Dept. of Public Safety annually conduct a training at their premises that includes but is not limited to "checking for underage persons" and other liquor topics covered by the state liquor agents putting on the annual seminar to the Owner and its employees.

   a. Owner will encourage that all employees abide by issued subpoenas and that if an employee is supposed to work on the day he must appear in court as a result of a subpoena that Owner will work out himself of another employee to be at work if there is a conflict of the subpoenaed employee to appear at court the same time he was to work a particular day.
   b. City understands that it is not a violation of this Agreement if the employee did not appear at no fault of the Owner even after Owner encouraged the employee to appear in court; City understands in this Agreement that the Owner cannot force the employee to appear as a result of an issued subpoena.
   c. If employed by Owner then an employee shall be considered at work while testifying or being interviewed related to any law enforcement matter that occurred at the Foodmart.

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 Foodmart, including but not limited to, reporting drug
and prostitution activity to law enforcement that Owner’s employees have knowledge of or witness on the Premises.

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 Foodmart 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 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 enter into a Right of Entry Agreement, which is attached hereto and incorporated herein as Exhibit A, with the City.

   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 seven (7) calendar days to cure the violation of this Agreement, except for improper use of the Foodmart which shall be cured immediately by the Owner. The parties 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, the 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 cost associated with an action by the City to enforce this agreement by specific performance, to include but not limited to, reasonable attorney’s fees.
   c. Specific Performance. The parties agree that the City is entitled to specific performance of this Agreement. As a result, if this Agreement is violated and the Owner operates or allows the Premises to be operated in a manner inconsistent with this Agreement then the City may seek specific performance of this Agreement to include the ceasing of operations at the Foodmart.

10. Waiver and Indemnification.
   a. Owner shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents form 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 reasonable 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, which shall make specific reference to this Agreement, signed by a duly authorized representative 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 the 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:

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

   d. Entire Agreement/Integration. This Agreement 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:

**No Commission Action Required**

City Attorney

**B&G Foodmart**

By: _______________________________________

Title: ______________________________________
October 22, 2020

TO: Shelley Dickstein  
    City Manager

FROM: Barbara J. Doseck  
       City Attorney

SUBJECT: Transfer  
         Liquor Permit #0348855 (TRFO)  
         B&G FOODMART  
         2141 N. MAIN ST.  
         Dayton, OH 45405

Based upon the recommendation of the Dayton Police Department, this office recommended an objection to the above-referenced liquor permit transfer. The Dayton Police Department cited the establishment’s call history and its resulting negative impacts on the peace, good order, and sobriety of the neighborhood.

A hearing between the City and the Applicant was scheduled in December 2019. This hearing was continued by the Division of Liquor Control to allow a newly appointed attorney an opportunity to negotiate a Cooperation Agreement with the City. The City requested that the Applicant: (1) install Wi-Fi enabled security cameras on the interior and exterior; (2) install exterior lighting on all sides of building; (3) not cover more than 20 percent of its widows and 10 percent of its doors; (4) provide safety training for all employees of the establishment; (5) provide accurate contact information for the owner and manager; (6) install security signs/height strips/no loitering signs; (7) execute a right of entry/trespass affidavit with the Dayton Police Department; and, (8) install a drop safe. The Applicant has agreed and has already implemented many these changes except for the in-person training due to the COVID-19 pandemic. Further, the Applicant signed a Right of Entry Agreement with the City on May 26, 2020.

As a result, the City and Applicant negotiated the attached Cooperation Agreement. Once the Cooperation Agreement is executed, the City has agreed to withdraw its Objection to the Transfer of Liquor Permit #0348855. Attached is the Cooperation Agreement and legislation to withdraw the City’s Objection to the Transfer of this establishment.

Should you have any questions or concerns, please do not hesitate to contact me or Assistant City Attorney Martin Gehres.

BJD/mwg

Attachmented

cc: Chief Biehl  
    Asst. Chief Carper
A RESOLUTION

Authorizing the Submission of the 2021 Action Plan to the U.S. Department of Housing and Urban Development; Authorizing the Acceptance of Grant Awards Under Three Community Planning and Development Formula Programs from the U.S. Department of Housing and Urban Development on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The City desires to increase the quality and quantity of decent housing, provide a suitable living environment, and secure expansion of economic opportunities for Dayton residents, particularly those of low- and moderate-incomes; and,

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has instituted the Consolidated Plan that serves as a framework to establish a comprehensive vision and strategy for housing and community development in the City and specifies how Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding will be utilized to implement those strategies; and,

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

WHEREAS, The City of Dayton expects that its entitlement amount for fiscal year 2021 for the CDBG program will be approximately FIVE MILLION SIX HUNDRED SIX THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS ($5,606,169.00); and,

WHEREAS, The City of Dayton expects that its entitlement amount for fiscal year 2021 for the HOME program will be approximately ONE MILLION FOUR HUNDRED FIFTY THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS ($1,450,786.00); and,

WHEREAS, The City of Dayton expects that its entitlement amount for fiscal year 2021 for the ESG program will be approximately FIVE HUNDRED SIX THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS ($506,234.00); and,

WHEREAS, Public meetings have been held to obtain the view of citizens likely to be affected by the proposed community development housing activities and thereby provided such citizens an adequate opportunity to participate in the development of the plans; and,

WHEREAS, The 2021 Action Plan must be submitted to HUD prior to November 17, 2020, and it is therefore necessary for the immediate protection of the public peace, health, safety and property that this resolution take effect on an early date; now, therefore,

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

Section 1. That the City Manager or the designee be, and hereby is, authorized and directed on behalf of the City of Dayton to file a 2021 Action Plan with the U.S. Department of Housing and Urban Development for the purposes of participation in the categorical grant
programs sponsored by the Community Planning and Development Division of HUD, the FY 2021 CDBG Program in the amount of at least FIVE MILLION SIX HUNDRED SIX THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS ($5,606,169.00), the HOME Program in the amount of at least ONE MILLION FOUR HUNDRED FIFTY THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS ($1,450,786.00), and the ESG Program in the amount of at least FIVE HUNDRED SIX THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS ($506,234.00).

Section 2. That in the event HUD tenders a grant to fund the Programs specified in Section 1 above, the City Manager or the designee is hereby authorized and directed to accept said grants on behalf of the City of Dayton, and to execute any necessary contracts or other documents in connection with the grants and the Programs.

Section 3. For the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

Adopted by the Commission ________________, 2020

Signed by the Mayor ________________, 2020

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney
# 2021 Action Plan Projection

## Community Planning and Development Resource Summary

<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>8/10/2020</td>
<td>8/18/2020</td>
</tr>
<tr>
<td>CDBG</td>
<td>$7,934,608</td>
<td>$7,563,189</td>
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<tr>
<td>ESG</td>
<td>$5,901,231</td>
<td>$5,606,169</td>
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<tr>
<td>Dayton/Kettering HOME Consortium</td>
<td>$506,234</td>
<td>$506,234</td>
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<tr>
<td></td>
<td>$1,527,143</td>
<td>$1,450,786</td>
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<table>
<thead>
<tr>
<th>2. Prior Years' Program Income NOT previously programmed or reported</th>
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</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>ESG</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Dayton/Kettering HOME Consortium</td>
<td>$ -</td>
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<table>
<thead>
<tr>
<th>3. Reprogrammed Prior Years' Funds</th>
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<tbody>
<tr>
<td>CDBG 2016 and 2017</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>ESG</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Dayton/Kettering HOME Consortium</td>
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<td>$ -</td>
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<table>
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<tr>
<th>4. Estimated Program Income</th>
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<tbody>
<tr>
<td>CDBG - City ¹</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>CDBG - Subrecipient ²</td>
<td>$ 96,576</td>
<td>$ 100,000</td>
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<tr>
<td>ESG</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Dayton/Kettering HOME Consortium ³</td>
<td>$ 25,000</td>
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<tr>
<th>5. Section 108 Loan Guarantee Funds</th>
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<tbody>
<tr>
<td>Total Funding Source - CDBG</td>
<td>$ 5,997,807</td>
<td>$ 5,706,169</td>
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<tr>
<td>Total Funding Source - ESG</td>
<td>$ 506,234</td>
<td>$ 506,234</td>
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<tr>
<td>Total Funding Source - HOME</td>
<td>$ 1,552,143</td>
<td>$ 1,475,786</td>
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<tr>
<td>Total - All Funding Sources</td>
<td>$ 8,056,184</td>
<td>$ 7,688,189</td>
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</tbody>
</table>

## Notes

1. Program income for CDBG is comprised typically of the proceeds from the sale of CDBG purchased property, payments from property owners for demolition charges and miscellaneous refunds/rebates.
2. Anticipated loan repayments from the Small Business Resource Assistance Program (SBRAP) and the Housing Maintenance Opportunities Program (HMOP).
3. Program income for the HOME program will come from loan repayments from HMOP, recaptured funds from Down Payment Assistance Program, and

- **CDBG**: 5% decrease from 2020 allocation.
- **ESG**: Steady with 2020 allocation.
- **HOME**: 5% decrease from 2020 allocation.
## 2021 Action Plan Projection
### Community Planning and Development Resource Summary

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Subtotal Planned CDBG Funds Allocated</td>
<td>$5,997,807</td>
<td>$5,706,169</td>
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<tr>
<td><strong>Housing Stabilization and Improvement Program</strong></td>
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<td>Con Plan Goal: Neighborhood Safety</td>
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<tr>
<td>Nuisance Abatement Program</td>
<td>1,416,295</td>
<td>1,345,480</td>
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<td>PCD Project Delivery Costs - Housing</td>
<td>40,000</td>
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<td>Competitive Projects - Housing</td>
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<td><strong>Economic Development Program</strong></td>
<td>181,576</td>
<td>210,000</td>
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<td>Small Business Resource Assistance Program</td>
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<td>PCD Project Delivery Costs - ED</td>
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<td>Competitive Projects - Economic Development</td>
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<td><strong>Public and Social Service Support Program</strong></td>
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<td>PCD Project Delivery Costs - Public &amp; Social Services</td>
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<td>Competitive Projects - Public &amp; Social Services</td>
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<td><strong>Infrastructure and Neighborhood Conservation Program</strong></td>
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<td>2,509,456</td>
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<td>Residential Asphalt Resurfacing</td>
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<td>Alley Resurfacing</td>
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<td>Neighborhood Improvement Projects</td>
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<td>Internal Competitive Process</td>
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<td>PCD Project Delivery Costs - Infrastructure</td>
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<td><strong>Community Planning</strong></td>
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<td>Planning Services</td>
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<td><strong>Grant Program Administration and Compliance</strong></td>
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<td>Division of Community Development - Grants Administration</td>
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<td>740,000</td>
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<td>CDBG Grant Admin. Misc.</td>
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<td>Indirect Costs</td>
<td>80,000</td>
<td>139,733</td>
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<tr>
<td>Con Plan/AI</td>
<td>65,000</td>
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</table>

A Amendment
SA Substantial Amendment
O Operating Program

## 2021 Action Plan Projection

Community Planning and Development Resource Summary

<table>
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<tr>
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<tbody>
<tr>
<td></td>
<td>8/10/2020</td>
<td>8/18/2020</td>
</tr>
<tr>
<td>Subtotal Planned ESG Funds Allocated</td>
<td>$ 506,234</td>
<td>$ 506,234</td>
</tr>
</tbody>
</table>

| Operating Support for Area Shelters | $ 303,740.40 | $ 303,740.40 |

| Prevention, Diversion, and Rapid Re-housing Program | $ 202,493.60 | $ 202,493.60 |
## 2021 Action Plan Projection
### Community Planning and Development Resource Summary

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Total HOME Funds Allocated</td>
<td>$1,552,143</td>
<td>$1,475,786</td>
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<tr>
<td></td>
<td>$1,552,143</td>
<td>$1,475,786</td>
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<tr>
<td><strong>CITY OF DAYTON SUBTOTAL</strong></td>
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<td>City Administration</td>
<td>$1,402,143</td>
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<td>CHDO Administration</td>
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<td>145,078.00</td>
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<tr>
<td>HOME Competitive Process</td>
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<td>HOME Rental Projects</td>
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<td>713,090.00</td>
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<td>Rental Projects</td>
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<td>HOME Homebuyer Programs</td>
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<td>Development</td>
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<tr>
<td>Downpayment Assistance</td>
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<td><strong>Competitive Process</strong></td>
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<td>CHDO CHDO Set-Aside</td>
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<th>2021 Action Plan Projection 8/18/2020</th>
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<td>CITY OF KETTERING SUBTOTAL</td>
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<td>Kettering Owner-Occupied Rehabilitation</td>
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<td>Kettering Owner-Occupied New Construction</td>
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<tr>
<td>Kettering Down Payment Assistance</td>
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### KEY
- A: Amendment
- SA: Substantial Amendment
- CHDO: Certified CHDO

### NOTES
- CHDO Set-Aside
  - Required Set-Aside - Not yet designated to CHDO
November 3, 2020

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

FROM: Todd M. Kinskey, Director
       Department of Planning and Community Development

SUBJECT: Emergency Resolution Authorizing Submission of the 2021 Action Plan and Acceptance of 2021 Grant Awards

Attached for your review and placement on the November 11, 2020, City Commission Calendar is an Emergency Resolution authorizing the submission of the 2021 Action Plan and the acceptance of 2021 Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) awards from the U.S. Department of Housing and Urban Development (HUD).

To ensure eligibility for receiving these grant awards, the City of Dayton is required to submit the 2021 Action Plan to HUD by November 17, 2020. We project the City of Dayton will receive $5,606,169.00 in CDBG, $1,450,786.00 in HOME, and $506,234.00 in ESG funding for the 2021 program year. Actual allocations will be announced upon finalization of the 2021 Fiscal Year Federal Budget. The 2021 Action Plan Resource Allocation Summary for CDBG, HOME, and ESG is attached.

Due to the time sensitive nature of the 2021 Action Plan submission, we are requesting an emergency measure with two readings at the November 11, 2020, City Commission Meeting.

If there are questions, please contact Sarah Geist, Community Development Grant Administrator, at extension 3814.

Thank you.

[Signature]

TMK/sag

Attachments