CITY COMMISSION MEETING AGENDA

CITY COMMISSION         DAYTON, OHIO         JUNE 23, 2021
                           8:30A.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 Hearings: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

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

1. Purchase Orders:

   PROCUREMENT MANAGEMENT AND BUDGET

   $50,000.00
1. **(Cont’d):**

**WATER**

**B1. Sunesis Construction Company** (additional parts for water main repairs at Keowee and Ottawa Streets)  
$275,771.97

**B2. George E. Booth Co., Inc.** (flow meters, parts, and services as needed through 12/31/23)  
60,000.00

**B3. Everett J. Prescott, Inc.** (water main pipes, fittings, valves and related supplies as needed through 12/31/21)  
20,000.00
- Depts. of Procurement Management and Budget and Water.

**Total:** $405,771.97

2. **RDA Group Architects, LLC – Service Agreement** – for Building Envelope Evaluation and Design (Open Market) – Department of Water/Water Engineering  
$572,528.00  
(Thru 12/31/28)

3. **Rumpke of Ohio, Inc. – Service Agreement** – customer service agreement for disposal of recyclable waste – Department of Public Works/Waste Collection  
$525,000.00  
(3 years from execution)

4. **Rumpke of Ohio, Inc. – Service Agreement** – for waste recycling disposal and transportation services agreement – Department of Water/Water Reclamation  
$435,000.00  
(Thru 6/30/24)

5. **Waverly Partners LLC – Service Agreement** – for executive recruitment and selection for Chief of Police – Department of Human Resources  
$60,400.00  
(Thru 12/31/21)

**B. Construction Contracts:**

6. **Bladecutters, Inc. – Award of Contract** – for Nuisance Abatement Program Residential Garage Demolition I – 2021 (10% HUD Section 3 Participation Goal/100% HUD Section 3 Participation Achieved (Federal CDBG FUNDS) – Department of Planning & Community Development/Housing Inspection  
$105,140.00  
(Thru 12/31/22)
7. **Peterson Construction Company – Award of Contract** – for Digester Gas Conditioning Improvements (10% SBE and 5% MBE Participation Goal/11.03% SBE and 5.51% MBE Achieved) - Department of Water/Water Reclamation $797,500.00 (Thru 6-30-23)

C. Revenue to City:

8. **Charles S. Barnhart – Other** - special use permit to operate outdoor patio space adjacent to Lock 27 Brewing on Don Crawford Plaza - Department of Public Works/Civil Engineering $200.00 (Paid to the City)

9. **Greater Dayton Regional Transit Authority – Service Agreement** – to continue Community Policing Collaboration with Greater Dayton Regional Transit Authority (RTA) - Department of Police $312,189.28 (Thru 12/31/21) (Paid to the City)

E. Other – Contributions, Etc.:

10. **Butler Township - Other** – Airport TIF Site Annual Compensation Payment – Department of Economic Development $184,396.76 (Thru 12/31/21)

11. **Miami Valley Career Technology Center - Other** – Airport TIF Site Annual Compensation Payment – Department of Economic Development $1,750.00 (Thru 12/31/21)

12. **Vandalia-Butler City Schools - Other** – Airport TIF Site Annual Compensation Payment – Department of Economic Development $182,646.76 (Thru 12/31/21)

13. **Vandalia-Butler City Schools - Other** – Community Reinvestment Area (CRA) Income Tax Sharing Payment – Department of Economic Development $1,028,681.53 (Thru 12/31/21)
IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

15. No. 31896-21 Amending the City’s Appropriations for the Year 2021, and Declaring an Emergency.

Emergency Resolution – First and Second Reading:


Ordinance – Second Reading

17. No. 31895-21 Reducing the Speed Limit to 45MPH on Harshman Road – Needmore Road from 1870 Feet South of Brandt Pike to 1080 Feet Northwest of Brandt Pike.

VI. MISCELLANEOUS:

ORDINANCE NO. 31897-21

RESOLUTION NO. 6588-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 991-21
City Manager’s Report

Date June 23, 2021
Expense Type Purchase Order
Total Amount $405,771.97

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

2021 Purchase Orders

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

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

PROCUREMENT, MANAGEMENT AND BUDGET

(A1) P0210983 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH
- Temporary staffing services as needed through 12/31/2021.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The Department of Procurement, Management and Budget recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
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<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-2730-1159-51</td>
<td>$25,000.00</td>
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</table>

Signature/Approval

Approved by City Commission

Division

Date
WATER – WATER ENGINEERING

(B1) P0210977 – SUNESIS CONSTRUCTION COMPANY, WEST CHESTER, OH
- Additional parts for water main repairs at Keowee and Ottawa Streets.
- These goods and services are required to repair both locations due to the water main breaks.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Water has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- 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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<tr>
<td>2021</td>
<td>Water Distribution</td>
<td>53005-3445-1424-54-WF2009</td>
<td>$275,771.97</td>
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</tbody>
</table>

WATER – WATER RECLAMATION

(B2) P0210969 – GEORGE E BOOTH CO., INC., INDIANAPOLIS, IN
- Flow meters, parts, and services as needed through 12/31/2021.
- These goods and services are required to control the sludge feed to the bio-solids centrifuges and the chemical dosing of the sodium-bisulfite used in the dichlorination process.
- George E Booth Co., Inc. is recommended as the exclusive sales and service representative in Southern Ohio for Endress+Hauser brand parts and services; therefore, this purchase order was negotiated.
- The Department of Water requests additional authority of $40,000.00 through 12/31/2023.
- 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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<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
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<td>2022</td>
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<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
<td>$20,000.00</td>
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WATER – WATER SUPPLY AND TREATMENT

(B3) P0210829 – EVERETT J PRESCOTT, INC., WEST CARROLLTON, OH
- Water main pipes, fittings, valves and related supplies as needed through 12/31/2021.
- These goods are required to replenish inventory for maintenance and repairs.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20006S with pricing through 12/31/2022.
- This amendment increases the previously authorized amount of $10,000.00 by $20,000.00 for a total not to exceed $30,000.00 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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<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$20,000.00</td>
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The aforementioned departments recommend approval of this order.
City Manager’s Report

From 3420- Water/Water Engineering
Supplier, Vendor, Company, Individual
Name RDA Group Architects LLC
Address 7945 Washington Woods Drive Dayton, Ohio 45459

Date June 23, 2021
Expense Type Service Agreement
Total Amount $572,528.00 (thru 12/31/2028)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021 Water Capital Funds</td>
<td>53003-3420-1159-54-WD2101</td>
<td>$277,006.00</td>
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<tr>
<td>2021 Sanitary Capital Funds</td>
<td>55004-3420-1159-54-WD2101</td>
<td>$252,739.00</td>
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<tr>
<td>2021 Storm Capital Funds</td>
<td>58002-3420-1159-54-WD2101</td>
<td>$ 42,783.00</td>
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</table>

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

Description

BUILDING ENVELOPE EVALUATION AND DESIGN
PROFESSIONAL SERVICES AGREEMENT
(OPEN MARKET)

The Department of Water requests permission to enter into a Professional Services Agreement with RDA Group Architects LLC in the amount of $572,528.00 for the Building Envelope Evaluation and Design project. The professional services to be provided consists of, but are not limited to, the inspection of roofs, inspection of exterior building envelope, compilation of inspection findings, improvement recommendations, creation of detailed design documents, bidding assistance, and construction management.

Four proposals were received for the above project on March 31, 2021. After evaluating the proposals, RDA Group Architects LLC was chosen in response to the City’s Request for Proposal (RFP No. 21-005WTWE). RDA Group Architects LLC had the best combination of experience, approach, expertise and resources to meet the Department of Water’s objectives.

The Agreement is being funded using 2021 Water, Sanitary, and Storm Capital Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2028.

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

A Certificate of Funds in the amount of $572,528.00 for 2021, proposal tabulation, and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
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<th>Required Documentation</th>
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<tr>
<td></td>
<td>Contract Start Date</td>
<td>Upon Execution</td>
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<tr>
<td></td>
<td>Expiration Date</td>
<td>12/31/2028</td>
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<tr>
<td>$</td>
<td>Original Commission Approval</td>
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<td>$</td>
<td>Initial Encumbrance</td>
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<td>Increase Encumbrance</td>
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<td>$</td>
<td>Decrease Encumbrance</td>
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<tr>
<td>$</td>
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| Amount: | $ 277,006.00 (Seq. 1) | Amount: | $ 252,739.00 (Seq. 2) |
| Fund Code | 53003 - 3420 - 1159 - 54 - WD2101 - | Fund Code | 55004 - 3420 - 1159 - 54 - WD2101 - |
| Fund | Org | Acct | Prog | Act | Loc | Fund | Org | Acct | Prog | Act | Loc |
| 53003 | 3420 | 1159 | 54 | WD2101 |

| Amount: | $ 42,783.00 (Seq. 3) | Amount: |  | 
| Fund Code | 58002 - 3420 - 1159 - 54 - WD2101 - | Fund Code |  | 
| Fund | Org | Acct | Prog | Act | Loc | Fund | Org | Acct | Prog | Act | Loc |
| 58002 | 3420 | 1159 | 54 | WD2101 |

Attach additional pages for more FOAPALS

Vendor Name: RDA Group Architects LLC
Vendor Address: 7945 Washington Woods Drive Dayton OH 45459
Federal ID: 26-2707730
Commodity Code: 90610
Purpose: Professional Services Agreement for the Building Envelope Evaluation and Design project.

Contact Person: Lisa Burton-Yates

Water/Water Engineering Department/Division 6/11/2021
Date

Originating Department Director's Signature: Michael Powell

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

Date: 6/15/2021

CF Prepared by

Date: 6/15/2021

October 18, 2011
<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points Possible / Weight</th>
<th>Levin Porter Architects</th>
<th>App Architecture</th>
<th>Elevar Design Group</th>
<th>RDA Group Architects</th>
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<td>48.61</td>
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<tr>
<td>Previous Experience and Project Team</td>
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Total Score

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<th>Elevar Design Group</th>
<th>RDA Group Architects</th>
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</thead>
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<td>72.33</td>
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<tr>
<td>Points Possible / Weight</td>
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<td>60.28</td>
<td>82.78</td>
<td></td>
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</table>
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this _____ day of ________________, 2021, between the City of Dayton, Ohio, ("City"), and RDA Group Architects LLC with an office at 7945 Washington Woods Drive, Dayton, OH 45459 (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, The City desires certain professional services in connection with Building Envelope Evaluation and Design for the City of Dayton, Ohio; and,

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

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

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

ARTICLE 1. TERM
The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2028. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

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

ARTICLE 3. COMPENSATION
The total remuneration of this Agreement shall not exceed FIVE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND ZERO CENTS ($572,528.00) for all services to be provided by Consultant pursuant to this Agreement. All services will be paid according to Attachment B, Compensation, which is incorporated herein by reference. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

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

ARTICLE 5. STANDARD OF CARE
Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances at the time the services are performed. Consultant shall have no liability for defects in the Services attributable to Consultant’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.
If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and the City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

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

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE
During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best:

1. General liability insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2. Automobile liability insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
3. Employers’ liability insurance, having a limit of $500,000 for each occurrence.
4. Professional liability insurance, having a limit of $1,000,000 annual aggregate.
5. Consultant shall maintain errors and omissions insurance in the amount of $1,000,000.

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

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

ARTICLE 8. CONFIDENTIALITY
Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being
“private.” Such information shall be marked “confidential” and/or “proprietary” by the party providing it.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY
Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

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

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

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

ARTICLE 11. STANDARD TERMS

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

B. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

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

Consultant: RDA Group Architects, LLC
7945 Washington Woods Drive
Dayton, Ohio 45459
Attention: Jonathan Schaaf, Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. INTEGRATION
This Agreement represents the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the City and Consultant, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

CITY OF DAYTON, OHIO

_________________________
City Manager

RDA GROUP ARCHITECTS LLC

By: _______________________
Jonathan Schaaf
Title: Principal

APPROVED AS TO FORM AND CORRECTNESS

5/14/2021

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

_________________________, 2021

Min./Bk.:_______ Page:_________

__________________________
Clerk of the Commission
ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Professional Services for Building Envelope Evaluation and Design
Consultant: RDA Group Architects LLC

SCOPE OF SERVICES

1. Building Envelope Evaluation Phase Services:
   a. Meet with City of Dayton facility representatives to review leak history and concerns.
   b. Perform inspection of roof at all facilities unless noted as ‘Excluded’ in Exhibit E.
      i. Visual Inspection data collected to include at minimum:
         1. Roof type and estimated age.
         2. Damages to roof, flashing, caulking, etc.
         3. Damage to skylights, ladders, or other accessories.
         4. Evidence of leaks.
         5. Overall condition rating.
      ii. Limited invasive testing:
         1. Extract cores and have material tested at lab as required.
         2. Patch core location.
         3. This service performed on an ‘each’ price basis.
   c. Perform inspection of all other exterior building envelope components at all facilities
      unless noted as ‘Excluded’ in Exhibit E.
      i. Visual Inspection data collected to include at minimum:
         1. Exterior wall system type, window and glazing system type,
            door system type.
         2. Damages to façade.
         3. Evidence of leaks.
         4. Overall condition rating.
         5. Estimated useful life.
   d. Compile evaluation report and recommendations.
      i. Report presenting all the findings from the above inspection to include at
         minimum:
         1. Findings from above inspections.
         2. Overall condition rating and estimated useful life.
         3. Intervention required.
         4. Estimated cost of repair.
         5. Suggested phased bid packages within budget constraints.
2. Design Phase Services:

The Department anticipates dividing the necessary replacement and repairs into at least three bid packages to accommodate urgency and available funding. The selected consultant will use the information provided in Exhibit F and the information collected in Phase 1: Building Envelope Evaluation to develop the scope of work for each bid package. The consultant is tasked with designing each bid package to the following construction budgets:

<table>
<thead>
<tr>
<th></th>
<th>BID PACKAGE ONE</th>
<th>BID PACKAGE TWO</th>
<th>BID PACKAGE THREE</th>
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<tr>
<td></td>
<td>(2021)</td>
<td>(2022)</td>
<td>(2026)</td>
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<td>$500,000</td>
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<td>$2,420,000</td>
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</table>

Based on the results of the Phase 1: Building Envelope Evaluation and the availability of funding, the department reserves the right to bid and construct smaller packages throughout this timeframe. The cumulative construction budgets are not anticipated to exceed the construction budgets listed above.

The consultant is to complete detailed design documents for each bid package including the following tasks:

a. Perform any necessary additional inspections to complete detailed design documents including:
   i. Confirm roof type and inspect for necessary repairs or replacement.
   ii. Confirm roof top penetrations and inspect for necessary repairs or replacement.
   iii. Confirm skylight locations and inspect for necessary repairs or replacement.
   iv. Confirm drainage details and edge details and inspect for repairs or replacement.
   v. Confirm accessories – lightning system, walkways, etc. Note repairs needed.
   vi. Perform Thermographic Roof Survey via an Infrared Scan where necessary.

b. Attend scope-setting meeting with City representatives.
   i. Discuss building occupancy, special safety issues, insulation needs, warranty terms.
   ii. Develop scope and budget cost with City’s input.

c. Develop a preliminary itemized cost estimate that will be submitted to HRC for PEP Participation Goals.
d. Prepare detailed Construction Documents, including Specifications, Details and Drawings.
e. Develop a final cost estimate necessary for bidding.
f. Prepare Bid Proposal Form with assistance from City staff.
g. City’s General Provisions (City of Dayton CMS, Section 100) shall govern.
h. Submit completed Construction Documents for City review (60% and 90%).
i. Incorporate review comments and re-submit 100% for bidding.

3. Bidding Phase Services:
   a. Attend Pre-bid Meeting and Site Visits, with City and Contractors.
   b. Review and provide responses from Bidders for any addenda necessary.
   c. Make edits to drawings and specifications based on addenda and incorporate into Contract Documents for issuance to selected Contractor.
   d. City will issue addenda.

4. Construction Phase Services:
   a. Attend the Pre-construction meeting.
   b. Review submittals by Contractor and provide responses.
   c. Assist in resolving field problems.
   d. Attend job meetings at the site as needed.
   e. Assist with the preparation of Change Orders.
   f. Assist with the review of Contractor’s pay requests.
   g. Visit the jobsite at least three times per week while work is in progress and prepare a job summary report.
   h. Conduct final inspection and submit report.
   i. Review project close-out documents, as-buils and warranties.
   j. Create as-built drawings in AutoCAD and PDF formats and supply copy to City via USB Thumb Drive.

Consultant has the responsibility to inspect the existing roof systems to ensure they understand the nature and location of the project. Prior to submitting the proposal, the Consultant shall investigate the existing conditions and dimensions and layout of the roof and its components that may affect their costs that are associated with the project.

Test patching will be permitted provided the City is notified and the roof is immediately repaired.

Project Schedule:

Building Envelope Evaluation Phase Services:
- Evaluations Complete: December 31, 2021

Design Phase Services:
- Bid Package One Bidding Documents Complete: August 15, 2021
- Bid Package One Bidding & Construction Target: September 2021- 2022
- Bid Package Two Bidding Documents Complete: December 31, 2021
- Bid Package Two Bidding & Construction Target: 2022
- Bid Package Three Contract Documents Complete: TBD
- Bid Package Three Bidding & Construction Target: TBD; Approximately Year 2026
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<th>NO.</th>
<th>DIVISION</th>
<th>TYPE / BUREAU</th>
<th>FACILITY</th>
<th>ADDRESS</th>
<th>SIZE (SF)</th>
<th>ROOF TYPE</th>
<th>YEAR INSTALLED</th>
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<td>SM Office Building</td>
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<td>SM Main Garage/ice Room/Maint. Office</td>
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<td>Lucille Storm</td>
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<tr>
<td>NO.</td>
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<td>FACILITY</td>
<td>ADDRESS</td>
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<td>ROOF TYPE</td>
<td>YEAR INSTALLED</td>
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<td>$ 520,000</td>
</tr>
<tr>
<td>95</td>
<td>W&amp;P</td>
<td>Intermediate Pumping Station</td>
<td>Bissell Storage Barn</td>
<td>2800 Guthrie Road</td>
<td>2,100</td>
<td>Firestone</td>
<td>1 $ 25</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>115</td>
<td>W&amp;P</td>
<td>BIOSOLIDS PROCESS</td>
<td>Bissell Storage Barn</td>
<td>2800 Guthrie Road</td>
<td>42,000</td>
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<td>$ 840,000</td>
</tr>
<tr>
<td>3</td>
<td>WUFO</td>
<td>SEWER MAINT</td>
<td>SM Office Building</td>
<td>900 Ottawa St.</td>
<td>7,260</td>
<td>--</td>
<td>2 $ 18</td>
<td>$ 130,680</td>
</tr>
<tr>
<td>4</td>
<td>WUFO</td>
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<td>SM Office Elevator</td>
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<td>112</td>
<td>--</td>
<td>2 $ 18</td>
<td>$ 2,016</td>
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<tr>
<td>5</td>
<td>WUFO</td>
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<td>SM Main Garage/Ice Room/Maint. Office</td>
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<td>17,992</td>
<td>--</td>
<td>2 $ 18</td>
<td>$ 323,856</td>
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<td>6</td>
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<td>SM Clean/Maint Garage</td>
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<td>WUFO</td>
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<td>Lucille Sanitary</td>
<td>1903 Lucille Drive</td>
<td>420</td>
<td>pre-cast</td>
<td>2 $ 25</td>
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<tr>
<td>17</td>
<td>WUFO</td>
<td>LIFT STATIONS</td>
<td>Tato Storm</td>
<td>6 Tato Street</td>
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<td>2 $ 25</td>
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<tr>
<td>44</td>
<td>W&amp;S&amp;T</td>
<td>Ottawa WTP</td>
<td>Filter Gallery</td>
<td>Ottawa St.</td>
<td>36,000</td>
<td>Silicone Spray 2</td>
<td>$ 25</td>
<td>$ 25,000</td>
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<tr>
<td>58</td>
<td>W&amp;S&amp;T</td>
<td>WELL FIELDS</td>
<td>L&amp;M Building</td>
<td>100,000</td>
<td>Built-up</td>
<td>2 $ 20</td>
<td>$ 66,000</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>119</td>
<td>WA</td>
<td></td>
<td>Water Administration Building</td>
<td>320 Monument Avenue</td>
<td>3400</td>
<td>--</td>
<td>2 $ 20</td>
<td>$ 1,500,000</td>
</tr>
<tr>
<td>120</td>
<td>W&amp;S&amp;T</td>
<td>BP 2 Placeholder based on evaluation</td>
<td>320 Monument Avenue</td>
<td>3400</td>
<td>--</td>
<td>2 $ 20</td>
<td>$ 66,000</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>122</td>
<td>WUFO</td>
<td></td>
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<td>320 Monument Avenue</td>
<td>3400</td>
<td>--</td>
<td>2 $ 20</td>
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<tr>
<td>80</td>
<td>W&amp;P</td>
<td>AERATION</td>
<td>Aeration Basin North</td>
<td>2800 Guthrie Road</td>
<td>167</td>
<td>Soprema</td>
<td>3 $ 8,500</td>
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<tr>
<td>83</td>
<td>W&amp;P</td>
<td>BROADWAY PUMP</td>
<td>Broadway Pump Station #1</td>
<td>Broadway &amp; Nicholas Road</td>
<td>6,536</td>
<td>Soprema</td>
<td>3 $ 75,000</td>
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<tr>
<td>84</td>
<td>W&amp;P</td>
<td>BROADWAY PUMP</td>
<td>Broadway Pump Station #2</td>
<td>Broadway &amp; Nicholas Road</td>
<td>2,286</td>
<td>Soprema</td>
<td>3 $ 116,000</td>
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<tr>
<td>86</td>
<td>W&amp;P</td>
<td>COGENERATION</td>
<td>Cogeneration Building</td>
<td>2802 Guthrie Road</td>
<td>9,865</td>
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<td>87</td>
<td>W&amp;P</td>
<td>AERATION</td>
<td>Compressor Building</td>
<td>2802 Guthrie Road</td>
<td>11,675</td>
<td>Firestone</td>
<td>3 $ 270,966</td>
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<tr>
<td>88</td>
<td>W&amp;P</td>
<td>THICKENING/TWAF</td>
<td>Facility</td>
<td>2802 Guthrie Road</td>
<td>8100</td>
<td>Soprema</td>
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<tr>
<td>89</td>
<td>W&amp;P</td>
<td>CHLOR/DECHLOR</td>
<td>Dechlorination Building</td>
<td>2803 Guthrie Road</td>
<td>1,200</td>
<td>Firestone</td>
<td>3 $ 41,250</td>
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<tr>
<td>92</td>
<td>W&amp;P</td>
<td>PRIMARY SCUM SC</td>
<td>Grease Skimmer Building (South)</td>
<td>2802 Guthrie Road</td>
<td>280</td>
<td>Firestone</td>
<td>3 $ 7,300</td>
<td>$ 7,300</td>
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<tr>
<td>94</td>
<td>W&amp;P</td>
<td>NORTH GRT BUILDING</td>
<td>North Grit Building</td>
<td>2802 Guthrie Road</td>
<td>3,000</td>
<td>Soprema</td>
<td>3 $ 66,000</td>
<td>$ 66,000</td>
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<tr>
<td>99</td>
<td>W&amp;P</td>
<td>MAINTENANCE</td>
<td>Maintenance Storage Bldg</td>
<td>2802 Guthrie Road</td>
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<td>Metal</td>
<td>3 $ 63,000</td>
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<tr>
<td>100</td>
<td>W&amp;P</td>
<td>PRIMARY SCUM NC</td>
<td>Primary Sludge Pumping Bldg (North Grease Building)</td>
<td>2802 Guthrie Road</td>
<td>2,286</td>
<td>Soprema</td>
<td>3 $ 48,400</td>
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<tr>
<td>105</td>
<td>W&amp;P</td>
<td>SOUTHERN GRT BUILDING</td>
<td>South Grit Building</td>
<td>2800 Guthrie Road</td>
<td>1300</td>
<td>Firestone</td>
<td>3 $ 54,200</td>
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<tr>
<td>106</td>
<td>W&amp;P</td>
<td>THICKENING / TWAF</td>
<td>Sludge Heating Building</td>
<td>2800 Guthrie Road</td>
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<td>Firestone</td>
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<tr>
<td>108</td>
<td>W&amp;P</td>
<td>CHLOR/DECHLOR</td>
<td>Water Service Building</td>
<td>2800 Guthrie Road</td>
<td>820</td>
<td>Soprema</td>
<td>3 $ 27,500</td>
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<tr>
<td>112</td>
<td>W&amp;P</td>
<td>MAINTENANCE</td>
<td>Storage Building 2</td>
<td>2803 Guthrie Road</td>
<td>600</td>
<td>Firestone</td>
<td>3 $ 11,000</td>
<td>$ 11,000</td>
</tr>
<tr>
<td>114</td>
<td>W&amp;P</td>
<td>BIOSOLIDS PROCESS</td>
<td>Biosolids Dewatering Bldg</td>
<td>2800 Guthrie Road</td>
<td>2,436</td>
<td>Metal</td>
<td>3 $ 103,211</td>
<td>$ 103,211</td>
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<tr>
<td>117</td>
<td>W&amp;P</td>
<td>EFFLUENT FILTER</td>
<td>Sample Building Station 10 Roof</td>
<td>2803 Guthrie Road</td>
<td>--</td>
<td>--</td>
<td>3 $ 3,645</td>
<td>$ 3,645</td>
</tr>
<tr>
<td>118</td>
<td>W&amp;P</td>
<td>MAINTENANCE</td>
<td>Fuel Station Building Roof</td>
<td>2803 Guthrie Road</td>
<td>--</td>
<td>--</td>
<td>3 $ 5,000</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>121</td>
<td>W&amp;S&amp;T</td>
<td>BP 3 Placeholder based on evaluation</td>
<td>320 Monument Avenue</td>
<td>3400</td>
<td>--</td>
<td>3 $ 500,000</td>
<td>$ 500,000</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>123</td>
<td>WUFO</td>
<td>BP 3 Placeholder based on evaluation</td>
<td>320 Monument Avenue</td>
<td>3400</td>
<td>--</td>
<td>3 $ 500,000</td>
<td>$ 500,000</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>124</td>
<td>W&amp;P</td>
<td>BP 3 Placeholder based on evaluation</td>
<td>320 Monument Avenue</td>
<td>3400</td>
<td>--</td>
<td>3 $ 225,000</td>
<td>$ 225,000</td>
<td>$ 225,000</td>
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</tbody>
</table>
ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL SERVICES

City: City of Dayton, Ohio
Project: Professional Services for Building Envelope Evaluation and Design Services
Consultant: RDA Group Architects LLC

COMPENSATION

The fee for each Item below shall include all direct and indirect labor charges, material cost, overhead, and profits plus all other fees and charges including expenses:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Exterior Envelope Evaluation Fee</td>
<td>$100,000</td>
</tr>
<tr>
<td>2</td>
<td>Design Services for Bid Package One Fee</td>
<td>$55,000</td>
</tr>
<tr>
<td>3</td>
<td>Bidding &amp; Construction Services for Bid Package One Fee</td>
<td>$20,000</td>
</tr>
<tr>
<td>4</td>
<td>Design Services for Bid Package Two Fee</td>
<td>$85,000</td>
</tr>
<tr>
<td>5</td>
<td>Bidding &amp; Construction Services for Bid Package Two Fee</td>
<td>$40,000</td>
</tr>
<tr>
<td>6</td>
<td>Design Services for Bid Package Three Fee</td>
<td>$95,000</td>
</tr>
<tr>
<td>7</td>
<td>Bidding &amp; Construction Services for Bid Package Three Fee</td>
<td>$50,000</td>
</tr>
<tr>
<td>8</td>
<td>Invasive Testing (core extraction, test, and patching)</td>
<td>$166 / each</td>
</tr>
<tr>
<td>9</td>
<td>Thermographic Roof Survey</td>
<td>$0.15 / SF</td>
</tr>
</tbody>
</table>

The following allowances are included in the Total Not-to-Exceed Agreement Amount:

<table>
<thead>
<tr>
<th></th>
<th>Allowance Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Allowance for Invasive Testing</td>
<td>$8,300</td>
</tr>
<tr>
<td>2</td>
<td>Allowance for Thermographic Roof Survey</td>
<td>$44,550</td>
</tr>
<tr>
<td>3</td>
<td>Owner’s Contingency for Additional Services (15%)</td>
<td>$74,678</td>
</tr>
</tbody>
</table>
City Manager’s Report

From: 6440 - Public Works/Waste Collection
Supplier, Vendor, Company, Individual: Rumpke of Ohio Inc.
Address: 1932 E. Monument Ave.
Dayton, Ohio 45402

Date: June 23, 2021
Expense Type: Service Agreement
Total Amount: $525,000.00 (3 years from execution)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Collection General Fund</td>
<td>10000-6440-1125-32</td>
<td>$525,000.00</td>
</tr>
</tbody>
</table>

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

Description:

RUMPKE CUSTOMER SERVICE AGREEMENT

The Department of Public Works, Division of Waste Collection provides single stream curbside recyclable waste collection service for Dayton residents, Jefferson Township and City of Moraine customers. The City entered into a one-year agreement with Rumpke for disposal of the recyclable waste June 8, 2020 that expired June 8, 2021. Rumpke and City of Dayton Department of Public Works are submitting for approval a new 3-year agreement beginning upon execution and expiring at the end of the term in 2024 with options for two additional 1-year extensions.

The monthly disposal rate will be based on a “Index Price Formula Rate” (see attached example) may vary from a (negative) $35 per ton cost to a “positive revenue share” @ 50%” to be rebated to the City. Maximum rebate rate will be $35 per ton. The formula will use market price information to establish a 50% monthly “positive revenue share” per ton with a maximum of $35 per ton shared with the City for years one through three. In option year four and five, the maximum charge rate per ton is $40 and maximum rebate is $40 per ton. The metrics for the formulas were based on joint material audit performed December 23, 2019.

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

A Certificate of Funds, Recycling tonnage comparison, Index Price Formula, and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>See Below</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 525,000.00</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 102,100.00</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ 422,900.00</td>
<td>X Copy of City Manager's Report</td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td>$ -</td>
<td>X Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

| Amount: | $102,100.00 |
| Fund Code | 10000 - 6440 - 1125 - 32 - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |
| Amount: |
| Fund Code | - - - - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Rumpke Of Ohio Inc.
Vendor Address: 1932 E Monument Ave, Dayton, OH 45402
Federal ID: 311617611 (AAA 8/10/2022)
Commodity Code: 96871
Purpose: Recycling tipping fees upon execution of contract through December 31, 2021. Contract will expire 3 years after the effective date. Prior CT21-2580

Contact Person: John Parker ext. 4948
Public Works / Waste Collection
Department/Division
Date

Originating Department Director’s Signature: J. Smith 6-14-21

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 6/15/2021

CF Prepared by [Signature]
Date: 6/15/21

CT21-2580
CF/CT Number C020 H1

Finance Department

October 18, 2011
CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT, dated this ___ of _____________, 2021, is between the City of Dayton, Ohio ("City"), a municipal corporation existing by and under the laws and the Constitution of the State of Ohio, and Rumpke of Ohio, Inc. ("Rumpke").

WHEREAS, Rumpke will process residential recyclables from City; and,

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

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

ARTICLE 1. TERM

This Contract shall commence upon execution ("Effective Date") and shall expire three years after the Effective Date. There shall be the option for two additional one-year extension terms upon mutual agreement between the parties.

ARTICLE 2. SERVICES

Rumpke shall be responsible for the processing of a delivered single stream of comingled residential recyclables. The Recycling material to be accepted and recycled by Rumpke includes all Residential recyclables generated by City of Dayton households except that recyclable material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive and/or highly flammable as defined by applicable federal, state or local laws. Recyclables will be delivered curbside to Rumpke of Ohio at its Monument Avenue Material Recovery Facility. Residents can typically recycle glass bottles and jars, metal cans, plastic bottles, paper, and cartons. The full list of recyclable materials vary slightly in some locations and are listed on the Rumpke.com website.

ARTICLE 3. COMPENSATION

Delivered recyclables will be billed or rebated based on the following formula: The formula column "Index Price Formula Rate" will be updated monthly according to the Pulp & Paper Week Monthly Recovered Paper Price Watch. The formula row "Negative Cost @ 100%" is the amount to be billed to the City of Dayton with a maximum charge of $35 per ton in years one through three. The formula row "Positive Revenue Share @ 50%" is the amount to be rebated to the City of Dayton while sharing 50% of the revenue with Rumpke with a maximum rebate of $35 per ton in years one through three. In option years four and five, the maximum charge per ton is $40 per ton and maximum rebate per ton is $40 per ton. Rumpke reserves the right to perform periodic audits at their convenience above and beyond the one (1) time per year contractual audit obligation. Rumpke reserves the right to modify the future audit process to a Representative Sample Method to reduce the impact of a full stream audit on the operations of the Recycling Facility. The metrics from these audits would be the basis for adjusting the Rate Formula with a 30-Day notification of the rate change to the City of Dayton. Initial metrics are
derived from audit completed in 4th Quarter 2019. Residential areas serviced by the City of Dayton outside the corporation limits of the city (i.e. City of Moraine and Jefferson Township) at the time of execution of this agreement will remain a part of the agreement. Any new residential segments, with the exception of, new accounts annexed by the City of Dayton, will be subject to a negotiated processing fee structure separate and apart from this agreement. Any residential segments under this contract that are converted to a Pay as You Throw Program will be subject to a separate audit process and an individualized fee structure specific to that area and separate from this primary agreement.

Any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.

**ARTICLE 4. STANDARD OF CARE**

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

**ARTICLE 5. INDEMNIFICATION**

Rumpke agrees to defend, indemnify, and hold harmless City, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys’ fees) to the extent such claims, losses, damages, or expenses are proximately caused by or resulting from the tortious conduct of or breach of this Agreement by Rumpke, or its employees, agents, and representatives.

**ARTICLE 6. INSURANCE**

During the performance of the Services under this Agreement, Rumpke shall maintain at least the following insurance:

1. General/Comprehensive liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate; and
2. Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each person and One Million Dollars ($1,000,000) for each accident; and
3. Workers’ compensation insurance, in such amounts as required by Ohio law, and Employer’s liability insurance with a limit of Five Hundred Thousand Dollars ($500,000) for each occurrence; and
4. Professional liability insurance, with a minimum annual aggregate of Five Hundred Thousand Dollars ($500,000); and
5. Errors and omissions insurance in the amount of Five Hundred Thousand Dollars ($500,000), to protect the City from any errors that Contractor and/or its employees may commit in the performance of the Services.

All policies of general/comprehensive liability insurance required herein shall name City, its elected officials, officers, employees, agents, and volunteers as additional insured under a blanket additional insured endorsement.
Within thirty (30) days of the execution of this Agreement, Rumpke shall furnish City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained within.

Rumpke shall provide City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.

ARTICLE 7. TERMINATION

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

ARTICLE 8. NON-DISCRIMINATION

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

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

ARTICLE 9. SUBCONTRACTING AND ASSIGNMENT

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR
By executing this Agreement, Rumpke acknowledges and agrees that they will be providing the services to the City as an “Independent Contractor.” As an Independent Contractor for the City, Rumpke shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Rumpke shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Rumpke understands and agrees that they are not a City employee, and therefore, shall not be entitled to, nor will she make a claim for, any of the emoluments of employment with the City of Dayton. Further, Rumpke shall be solely responsible to withhold and pay all applicable local, state and federal taxes. Rumpke acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

ARTICLE 11. ENTIRE AGREEMENT

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

ARTICLE 12. COMMUNICATIONS AND NOTICES

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

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

Contractor: Rumpke of Ohio, Inc.
    Attn: Brandy Luhn
    Recycling Sales & Marketing
    1300 E Monument Ave
    Dayton, 45402
    937.462.0004 x-7882

ARTICLE 13. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles thereof relating to conflicts or choice of laws. The parties hereby submit to the jurisdiction of the state and federal courts in Montgomery County, Ohio, with respect to any disputes arising under this Agreement.

ARTICLE 14. AMENDMENT

The City and Rumpke may amend this Agreement at any time. Upon mutual agreement to amend this Agreement, the amendment shall be reduced to writing, make specific reference to this Agreement, be signed by a duly authorized representative of the City and Rumpke, and, if required or applicable, be approved by the Commission of the City of Dayton, Ohio.

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

THE CITY OF DAYTON, OHIO

________________________________________
City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

6/3/2021

X John Musto for
City Attorney

Signed by: Musto, John

RUMPKE OF OHIO, INC.

By: [Signature]
Title: [Signature]

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

_________________________________, 2021

Min. Bk. _____ Pg. _____

________________________________________
Clerk of the Commission

5
# Recycling Tonnage Monthly Weight Statistics

## City of Dayton

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<th></th>
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<tr>
<td>January</td>
<td>385.10</td>
<td>416.50</td>
<td>388.38</td>
<td>339.34</td>
<td>513.85</td>
<td>497.53</td>
<td>556.40</td>
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<td>February</td>
<td>296.27</td>
<td>318.94</td>
<td>368.67</td>
<td>327.23</td>
<td>409.62</td>
<td>470.51</td>
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<td>March</td>
<td>425.64</td>
<td>361.34</td>
<td>354.92</td>
<td>363.94</td>
<td>527.06</td>
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<td>April</td>
<td>358.32</td>
<td>422.85</td>
<td>391.24</td>
<td>376.92</td>
<td>489.73</td>
<td>527.12</td>
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<td>May</td>
<td>401.25</td>
<td>416.28</td>
<td>427.71</td>
<td>520.94</td>
<td>507.50</td>
<td>634.51</td>
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<td>June</td>
<td>390.15</td>
<td>379.25</td>
<td>390.24</td>
<td>555.83</td>
<td>472.25</td>
<td>562.73</td>
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<td>July</td>
<td>424.43</td>
<td>412.16</td>
<td>364.76</td>
<td>445.97</td>
<td>403.78</td>
<td>593.37</td>
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<td>August</td>
<td>363.17</td>
<td>371.07</td>
<td>402.69</td>
<td>484.70</td>
<td>451.98</td>
<td>476.69</td>
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<tr>
<td>September</td>
<td>330.19</td>
<td>343.00</td>
<td>347.99</td>
<td>411.98</td>
<td>420.86</td>
<td>519.28</td>
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<td>October</td>
<td>344.73</td>
<td>380.33</td>
<td>381.11</td>
<td>440.48</td>
<td>414.62</td>
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<td>November</td>
<td>342.09</td>
<td>325.67</td>
<td>377.18</td>
<td>439.57</td>
<td>481.87</td>
<td>534.59</td>
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<td>December</td>
<td>435.06</td>
<td>325.27</td>
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<td>204.79</td>
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<td>Totals</td>
<td>1,465.33</td>
<td>4,550.70</td>
<td>4,456.24</td>
<td>4,470.00</td>
<td>5,444.52</td>
<td>5,718.94</td>
<td>6,521.85</td>
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*Includes all municipalities*
# RECYCLING TONNAGE YEARLY WEIGHTS
## RUMPKE WEIGHTS - DAYTON ONLY
### FOR YEAR 2021

<table>
<thead>
<tr>
<th>Month</th>
<th>RECYCLING TONNAGE COLLECTED</th>
<th>Market Rate per Ton</th>
<th>COST TO CITY TO DUMP AT RUMPKE</th>
<th>SAVINGS FOR CITY</th>
<th>Households Participating</th>
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<tr>
<td>January</td>
<td>322.07</td>
<td>29.17</td>
<td>$9,394.78</td>
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<td>February</td>
<td>238.83</td>
<td>26.66</td>
<td>$6,367.21</td>
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<td>$8,606.45</td>
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<td>10.26</td>
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<td>$0.00</td>
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<tr>
<td>TOTALS</td>
<td>1319.52</td>
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<td>$28,044.80</td>
<td>$22,426.84</td>
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*Cost to City = Monthly tonnage multiplied by Market Rate to tip recycling*

*Savings for City = The difference in Montgomery County’s tonnage fee (tonnage collected multiplied by County rate of $38.25 per ton) less Cost to City to dump recycling at Rumpke*

*Households Participating represents the number of recycling containers assigned to properties*
Recycle These

**PAPER**
Cardboard should fit inside cart.

**GLASS BOTTLES & JARS**
Any color.

**PLASTIC BOTTLES, JUGS & TUBS**
Reattach lid.
Yogurt and fruit cups OK.

**METAL CANS**
Non-hazardous, non-flammable material only.

**CARTONS**
Remove caps and straws.

**DON’T RECYCLE**
- Plastic bags
- Hazardous material such as batteries
- Tanglers such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit [www.rumpke.com](http://www.rumpke.com) to learn more about our recycling program. Visit your local Solid Waste District to find where you can dispose of hazardous material.
WASTE-RECYCLING DISPOSAL AND TRANSPORTATION SERVICES AGREEMENT

The Department of Water requests permission to enter into a Professional Services Agreement with Rumpke of Ohio, Inc. in the amount of $435,000.00 for the disposal of sand, rocks, pebbles, coffee grounds, seeds, snail shells, and other materials that originate from the sanitary sewers and are removed during the wastewater treatment process. This debris must be disposed in a sanitary landfill.

One response was received for this RFP NO. 21-012WTWT on April 14, 2021. The response was scored by representatives, compiled and the one response was deemed acceptable and the cost reasonable.

This service is being fully funded using 2021, 2022, 2023, and 2024 Sanitary Operating Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditures of all funds provided herein or on June 30, 2024. There is an option to renew for two (2) additional 12-month periods, contingent upon satisfaction with the work and availability of funds.

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

A Certificate of Funds and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Required Documentation

X Initial City Manager's Report

X Initial Certificate of Funds

X Initial Agreement/Contract

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

Amount: $70,000.00

Fund Code

55000

3460

1122

54

- -

- -

- -

- -

Fund

Org

Acct

Prog

Act

Loc

Amount: __________

Fund Code

- -

- -

- -

- -

Fund

Org

Acct

Prog

Act

Loc

Attach additional pages for more FOAPALs

Vendor Name: Rumpke of Ohio, Inc.

3990 Generation Drive

Cincinnati, OH 45251

Federal ID: 31-1617611

Commodity Code: 91027

Purpose: Waste-Recycling Disposal and Transportation Services Agreement for the Water Reclamation Facility

for the removal of items during the wastewater treatment process.

Contact Person: Lisa Burton-Yates

Water/Water Engineering Department/Division 6/11/2021 Date

Originating Department Director's Signature: ____________________________

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: ____________________________ Date 6/1/12/2021

CF Prepared by: ____________________________ Date 6/11/21

Finance Department

October 18, 2011
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on the ________ day of ___________, 2021, between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Rumpke of Ohio, Inc. ("Contractor"), having its principal offices located at 3990 Generation Drive, Cincinnati, OH 45251.

WITNESSETH:

WHEREAS, the City wishes to obtain a highly experienced and professional firm to provide waste and recycling services. In addition, the City is seeking a vendor who will be proactive in helping the City manage all waste and recyclables more cost effectively and divert some materials currently going to landfills, and

WHEREAS, The City solicited from firms and Contractor's response was selected as best: and,

WHEREAS, The City desires and Contractor is qualified and available to provide the professional services needed.

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

ARTICLE 1. TERM OF CONTRACT

This Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on June 30, 2024, whichever date is earlier. The Contractor and the City shall enter into a three (3) year contract, with the options to renew the contract for two (2) additional 12-month periods, contingent upon satisfaction with the work, availability of funds and mutual agreement of both parties.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all professional services necessary to complete Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($435,000.00) for the Services provided over the three-year contract period. The City shall pay Contractor according to the cost estimate and fee schedule in Attachment B, which is incorporated herein by reference. Contractor shall submit invoices, not more than frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.
ARTICLE 4. CITY’S RESPONSIBILITIES

The City will furnish to Contractor, at no cost or expense, all reports, records, and data that may be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys’ fees) of whatever kind and nature, to the extent proximately resulting from the tortious misconduct or or breach of this Agreement by Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

ARTICLE 7. INSURANCE

Contractor represents and warrants that it has and shall maintain at least the following insurance:

1. General/Comprehensive liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate; and
2. Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each person and One Million Dollars ($1,000,000) for each accident; and
3. Workers’ compensation insurance, in such amounts as required by Ohio law, and Employer’s liability insurance with a limit of Five Hundred Thousand Dollars ($500,000) for each occurrence; and
4. Professional liability insurance, with a minimum annual aggregate of Five Hundred Thousand Dollars ($500,000); and
5. Environmental Liability Insurance with a limit of Twenty Million Dollars ($20,000,000) for each incident.

All policies of general/comprehensive liability insurance required herein shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds under a blanket additional insured endorsement.

Within thirty (30) days of the execution of this Agreement, Rumpke shall furnish City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained within.

Rumpke shall provide City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.
ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY
Documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

ARTICLE 9. TERMINATION
In the event of substantial failure by Contractor in the performance of this Agreement, the City may terminate this Agreement by sending a written termination notice to Contractor. Contractor will have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan to cure that the City in its sole discretion finds acceptable.

Any termination, alternation, or modification of this Agreement shall not relieve the Contractor of any liability to the City for damages sustained by any breach by the Contractor. The City will be under no further monetary obligation or commitment to the Contractor.

ARTICLE 10. RECORDS TO BE MAINTAINED
All costs and expenditures pertaining in whole or part to this Agreement for the work and Service performed under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other accounting documents, which shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City all of its records related to this Agreement. Contractor shall also permit the City to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or part to matters covered by this Agreement.

ARTICLE 11. RETENTION OF RECORDS
Contractor shall retain all records pertinent to the expenditures incurred under this Agreement for a period of three (3) years after the termination of all work and services funded under this Agreement. Notwithstanding the above, if there any action, including without limitation litigation, claims, audits, or negotiations that involves any of the records pertaining to this Agreement that commences prior to the expiration of the three-year period, then Contractor shall retain such records until completion of the action and resolution of all issues, or the expirations of the three-year period, whichever occurs later.
ARTICLE 12. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

Contractor: Rumpke of Ohio, Inc.
          Attn: Gina Schueler
          3990 Generation Drive
          Cincinnati, OH 45251

With a copy to: Rumpke of Ohio, Inc.
               c/o General Counsel, Jim Thaxton
               3990 Generation Drive
               Cincinnati, OH 45251

City: City of Dayton, Ohio
      Department of Water
      320 W. Monument Avenue
      Dayton Ohio, 45402
      Attention: Mr. Michael Powell, Director
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

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

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

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

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

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

Contractor, its employees, and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.
Contractor acknowledges that its employees and any other persons retained or hired by the Contractor are not the City’s public employees. City shall not be responsible for any payments or other duties required by the Ohio Public Employees Retirement System (“OPERS”) for Contractor’s employees or persons retained or hired by Contractor. Contractor shall be solely responsible for any contributions or obligations concerning OPERS that arise from the performance of this Agreement.

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

M. Rate Adjustments

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials)
then the City shall, after negotiation with Contractor and approval by the City, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Contractor.

N. Waste Material

The Waste Material to be collected and disposed of or recycled by Contractor includes all solid waste material and recyclables generated by the City ("Waste Material"), except that Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state, or local laws.

IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized officer, have executed this Agreement as of the date below.

THE CITY OF DAYTON, OHIO

__________________________
City Manager

Rumpke of Ohio, Inc.

__________________________
Title

APPROVED AS TO FORM AND CORRECTNESS:
☑ Recoverable Signature

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

__________________________, 2021

Min./Bk. __________ Pg. __________

__________________________
Clerk of the Commission
Exhibit A – Scope of Services

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION
The City of Dayton is requesting proposals for waste and recycling services. In addition to traditional hauling, recyclables processing, and disposal services, the City is seeking a vendor who will be proactive in helping the City manage all waste and recyclables more cost effectively. The goal of this program will be to increase the diversion of materials currently going to landfills. It is intended that the successful proposer will work in partnership with City personnel to increase waste diversion.

The City is looking for a strategic long-term partner and understands that resource efficiency initiatives take time to develop. As such, this contract will be awarded for a minimum period of three (3) years with the option to renew annually for an additional two (2) years at the sole discretion of the City of Dayton. Specific contract terms will be negotiated after selection of a winning vendor.

2.02 BACKGROUND INFORMATION
The City of Dayton operates various facilities that require waste and recycling services including, but not limited to, Dayton International Airport, Dayton Wright Brothers Airport, and City of Dayton Water Reclamation Facility. Each of these facilities is unique in their operation and could require a different approach in handling the waste and recycling services.

The Department of Aviation is responsible for the operation of both Dayton International Airport and Dayton Wright Brothers Airport and generates approximately 250 tons of waste per year. Exhibit F provides more detail on how waste and recyclables are currently handled.

The Department of Water is responsible for the operation of the City’s Water Reclamation Facility and generates approximately 1,450 tons of detritus material per year.

2.03 SCOPE OF WORK / TESTING REQUIREMENTS

A. Management of Waste and Recyclables
The successful proposer will manage municipal solid waste streams from the Department of Aviation and Department of Water. This includes selected regularly generated solid, non-hazardous waste and recyclables. The successful proposer must take over existing service levels for these materials and suggest a more effective program.

The Department of Water’s waste will consist of grit, screenings, grease, construction materials and/or trash. For the purposes of this proposal, grit is mostly inorganic material collected in the grit tanks. It consists of sand, rocks, pebbles, coffee grounds, seeds, snail shells, and other materials that are transported to the treatment plant in sanitary sewers. Screenings are materials collected by bar screens located in the two pump stations operated by the Department of Water. Screenings consist of paper, rags, plastic articles, strings, and other fibrous material. These waste materials are not classified as hazardous waste pursuant to 40 CFR 260-261 or applicable state regulations. The City will provide the contractor with waste characterization data as required by law.

All waste removed from City of Dayton facilities shall be disposed in an EPA approved landfill and will comply with all Federal, State, and Local regulations concerning the disposal.

B. Equipment Requirements
All containers and equipment shall be furnished in good, clean, and sanitary condition. All dumpster containers shall be furnished with a plastic hinged lid with safety catches to prevent lid from closing unexpectedly. Water Reclamation may require containers with or without lids depending on process requirements.

All containers six (6) yards or larger shall have sliding doors on the sides to allow for charging refuse from the ground level.

All compactors must include a pressure gauge, 80% full indicator light, and 100% full light indicator.

All compactors must include proper labeling to ensure proper sortation of waste.
*Department of Water only…*

The facility at 2800 Guthrie Road has constructed a dumpster loading area where (2) 20-yard dumpsters are staged to receive wastes from the plant. The contractor shall initially place a 20-yard dumpster in each location. When full, plant supervisors shall call for pick-up. The contractor shall drain any free water from the container during the removal process each time. The department will also require (2) 4-yard front load containers at the 1725 Broadway Street location (Broadway Pump Station). Details on both locations are in Exhibit F.

Future Needs: The Water Reclamation Facility at 2800 Guthrie Road is working on an improvement project that may require additional 4 or 6-yard containers. We estimate an additional 7 containers at 5 different locations within the Water Reclamation Facility with an additional 10 to 20 containers onsite, as spares.

C. **Availability Requirements**
   The contractor must be able to respond within 24 hours when called to remove a full dumpster. The contractor must operate between the hours of 7 am to 4 pm, Monday thru Friday except recognized holidays.

D. **Proposed Program Implementation**
   The City of Dayton proposes the following phased approach to meet the required scope of service:

   **Phase I – Program Transition:** Phase I will begin upon award of the contract and continue for a period of 3-6 months. During that period, the selected proposer will become familiar with operations and assist each participating City Department in developing a plan for improvements. The City does not expect the successful proposer to implement any new programs or change any of the current service levels during this time. This transition phase is meant to give the successful proposer the time to build relationships and verify a baseline from which future cost savings will be measured. Activities should include but are by no means limited to, the following:
   - Become familiar with current programs and systems
   - Baseline waste and recycling levels and verify historical data provided in this RFP.
   - Communicate and build relationships with key City personnel
   - Develop and prioritize an action plan for Phase II.

   **Phase II – Program Implementation:** The City anticipates implementation of Phase II within the first 8 months of the contract. During Phase II, it is expected that the successful proposer will improve upon existing service levels and programs and develop and implement new waste diversion programs based on the information gathered in Phase I. Coordination with City personnel will be critical and must be specifically addressed in the submitted proposal.

E. **Onsite Waste Audits**
   The Water Department would request that the proposer shall include in their Proposal a commitment to a semi-annual onsite waste audits at the Water Reclamation Facility, 2800 Guthrie Road and Broadway Pump Station, 1725 S. Broadway Street. These audits could include items, such as the evaluation of the roll-off dumping pad and Broadway Pump Station disposal practices. Such audits shall be coordinated with City personnel. More frequent audits could be requested and coordinated should it be deemed advantageous to the City’s waste disposal program. All waste audits will be performed as a partnership between the City, the selected vendor, and other selected parties.

F. **Billing / Records**
   One major barrier to increased recycling beyond current rates, is the availability of accurate information on the volume of waste and recyclables. The successful proposer will be expected to supply the City with accurate and regular information so the City can work with the contractor to target activities to increase diversion.
The proposer shall include in their Proposal a commitment to detailed monthly billing requirements specified below and make recommendations on additional reporting elements.

- Monthly Billing. Bills must include: the location, the container size, the number of times it is serviced and the material hauled (e.g., cardboard/paper, trash, or co-mingled containers). Any extra costs for additional services (e.g., one-time roll-offs) must be similarly itemized. Any credits for materials being recycled must be similarly itemized. State your ability to have a single, itemized bill for all. Proposers must provide a sample bill.

- Annual Summary Report. The contractor must provide Water Reclamation a report for roll-off containers, dead runs, relocations, and number of containers disposed. The contractor must report on material volume and weight of waste. For Broadway Pump Station provide number of containers disposed. If estimates are used, the contractor must document assumptions regarding density of materials and estimated volume of material serviced. The reports should also include the facility names used for final deposition of all materials. State your ability to submit annual report electronically and in Excel format. Proposers are encouraged to provide a sample report.

2.04 Pricing Structure

Prices proposed will remain firm for acceptance within 180 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City’s Ordinances and Charter in conjunction with the Ohio Revised Code. Pricing Structure located in Exhibit F.
Exhibit B – Pricing Structure

CITY OF DAYTON WATER RECLAMATION FACILITY – Dayton, OH

Two (2) - 20 Cu. Yd. Roll-Off containers with an open top and a tarp system estimated pickup(s) – one (1) to three (3) per week or ‘as needed’ (from Water Reclamation Facility at 2800 Guthrie Road and averaging 1,200 tons/year)

<table>
<thead>
<tr>
<th></th>
<th>June 2021- May 2022</th>
<th>June 2022- May 2023</th>
<th>June 2023- May 2024</th>
<th>Renewal 1 June 2024- May 2025</th>
<th>Renewal 2 June 2025- May 2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Rental (Per month)</td>
<td>$90.00 each</td>
<td>$90.00 each</td>
<td>$90.00 each</td>
<td>$90.00 each</td>
<td>$90.00 each</td>
</tr>
<tr>
<td>Hauling Cost (Per Pick-up)</td>
<td>$480.00</td>
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<td>Relocation Fee (Per month)</td>
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<tr>
<td>Dead Run Fee (Per Pick-up)</td>
<td>$200.00</td>
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<td>$205.00</td>
<td>$210.00</td>
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<tr>
<td>Liner Fee (Cost per Ton)</td>
<td>$35.00 each</td>
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Dewatering Roll-off Container –25 Cu. Yds. with an open top and a tarp system. This will be utilized for the dewatering of municipal sludges and slurries from wastewater treatment plant processes.

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<th>June 2021- May 2022</th>
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<td>Dead Run Fee (Per Pick-up)</td>
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<tr>
<td>Container Rental (Per month)</td>
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<td>Disposal Fee (Cost per Ton)</td>
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**EXHIBIT B – PRICING FORM – CONTINUED**

*Two (2) - 4 Cu. Yd. Front End Load, Water Reclamation detritus material, each picked-up one (1) to two (2) times per week or ‘as needed’ (from Broadway Pump Station at 1725 Broadway Street)*

<table>
<thead>
<tr>
<th>Service</th>
<th>June 2021- May 2022</th>
<th>June 2022- May 2023</th>
<th>June 2023- May 2024</th>
<th>Renewal 1 June 2024- May 2025</th>
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<tr>
<td>Container Rental (Per month)</td>
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<td>$50.00</td>
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<td>$50.00</td>
<td>$50.00</td>
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<tr>
<td>Per Pick-up Fee (Haul &amp; Dispose)</td>
<td>$52.85</td>
<td>$54.43</td>
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<th>Service</th>
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<th>June 2023- May 2024</th>
<th>Renewal 1 June 2024- May 2025</th>
<th>Renewal 2 June 2025- May 2026</th>
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<tbody>
<tr>
<td>Dig Out Fee for All Locations</td>
<td>$65.00</td>
<td>$65.00</td>
<td>$65.00</td>
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EXECUTIVE RECRUITMENT AND SELECTION FOR CHIEF OF POLICE

The Department of Human Resources requests permission to enter into an Agreement with the Waverly Partners LLC in the amount of $60,400.00 for services relating to the executive recruitment and selection of a Chief of Police.

Waverly Partners LLC has prior experience and has proven successful placements with the City of Dayton in recruiting and selection in previous executive searches.

The term of this Agreement shall commence upon execution by the City and expire December 31, 2021 or upon completion of search and selection.

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

A Certificate of Funds is attached for $60,400.00.
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

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<td>Expiration Date</td>
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<td>Remaining Commission</td>
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**Required Documentation**

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

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

## 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/Sigature**

**Date** 11/16/2021

**CF Prepared by**

**Date** 11/16/2021

**CF/CT Number** S06162021

---

**Vendor Name:** Waverly Partners LLC

**Vendor Address:** PO Box 40531, Cleveland, OH 44140

**Federal ID:** 32-0025242

**Commodity Code:** 96130

**Purpose:** Executive recruitment and selection for Chief of Police

**Originating Department Director's Signature:** Kenneth Couch

**Date:** 2021-10-16

**Digitally signed by Kenneth Couch**

**Date:** 2021-10-16, 16:05:04 GMT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made as of this ___ day of______, 2021, by and between Waverly Partners LLC (“Consultant”) and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”).

WITNESSETH THAT:

WHEREAS, The City requested a proposal from Consultant to conduct an candidate search for a Chief of Police for the City; and,

WHEREAS, Consultant submitted a proposal in response to the City’s request; and,

WHEREAS, The City has selected Consultant as the consultant which best meets its needs and desires to hire Consultant to conduct the City’s search for a new Chief of Police, and,

WHEREAS, Consultant desires to assist the City in conducting the City’s search for a new Chief of Police.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Consultant and the City hereby agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the parties, and it shall terminate on December 31, 2021. The parties, however, reserve the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 13, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant will conduct the search to identify individuals in cities or industries mutually determined as appropriate sources. Consultant will develop, with City’s assistance, a detailed position specification outlining key selection criteria by which potential candidates will be assessed (“Position Profile”). This process will be mutually determined by the City and/or its agents and will entail a series of public meetings with key constituents with the goal of building consciences throughout these constituencies as to the most desirable attributes of a new Chief of Police. Once completed, a detailed Position Profile will be shared with the appointed representatives of the City search committee. Upon completion of this process, Consultant will initiate a nationwide search for candidates who fit the criteria. Consultant will screen and evaluate candidates and generate written reports to profile candidates who appear to possess the required experience, skills, and interest. Market findings and candidate background summaries, upon request or by agreement, may be reviewed periodically with City upon a mutually agreed schedule. Third-party assessment reports, references and independent third-party investigation reports shall be delivered to City as mutually agreed. Third party investigation reports shall mean only those of academic credentials, employment history, and professional certifications as applicable. Written reports setting forth a potential candidate’s employment history and a preliminary assessment of the candidate’s potential suitability for the Position Profile can or may
also address such factors as candidate interest levels, feedback from candidates, information from other sources, as well as organizational, compensation, and other issues that surface in the course of the search. Consultant will rely on and be entitled to rely on the information as and how presented to us by City for the search.

ARTICLE 3. COMPENSATION

The total remuneration payable under this Agreement shall not exceed sixty Thousand Four Hundred Dollars and Zero Cents ($60,400.00) for all services provided by Consultant pursuant to this Agreement and all direct costs and travel expenses incurred in accordance with the provisions of this Agreement as outlined below.

A. PAYMENT
The City will pay Consultant an amount not to exceed Fourteen Thousand Dollars and Zero Cents ($14,000.00) for the services on the full execution of this Agreement by the City. The City will pay Consultant an amount not to exceed Fourteen Thousand Dollars and Zero Cents ($14,000.00) for the services upon the presentation by Consultant to the City of a written summary profiling the professional backgrounds and credentials of a list of possible candidates. The City will pay Consultant an amount not to exceed Fourteen Thousand Dollars and Zero Cents ($14,000.00) for the services upon the successful acceptance by a candidate for the Chief of Police position.

B. EXPENSES AND TRAVEL
The City agrees to reimburse Consultant for actual and documented Consultant travel, lodging, and if required, advertising, brochure development, preliminary background checks, report preparation, and delivery in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) during the term of this Agreement. Consultant shall submit detailed invoices for advertising, brochure development, (if provided by a third party) preliminary background checks, report preparation (if provided by a third party), and delivery. City shall reimburse an amount not to exceed Eight Hundred Fifty Dollars and Zero Cents ($850.00) per month for a total of four (4) months, totaling an amount of Three Thousand Four Hundred Dollars and Zero Cents ($3,400.00), for indirect expenses and third-party assessment and investigation reports. All invoices shall state the invoice period, total amount requested, services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within ten (10) days from receipt thereof.

Consultant shall submit invoices for reimbursement of travel expenses. Such invoices shall state the total amount of reimbursement requested, and contain a detailed listing, by category and type, of each travel expense actually incurred. However, payment for such reimbursable expenses is subject to the following limitations:

1. Travel costs shall be billed only for approved travel specifically requested by authorized personnel of the City of Dayton Human Resources Department. Air travel reimbursement is limited to coach/economy rates. Local automobile travel expenses are included in the hourly rates paid as compensation for services. Automobile travel expenses for any destination outside of Montgomery County, Ohio will be reimbursable at the then-current rate set by the U. S. Internal Revenue Service for business mileage reimbursement.
2. Reimbursable expenses shall detail the work to which the expenditure relates and are limited to those out-of-pocket expenses paid by Consultant to some third party, excluding itself, and its employees, excluding any other Consultant and sub-consultants and excluding any third party in which Consultant has an ownership interest or Consultant receives payments or benefits in consideration for service or product orders given to that third party.

3. Amounts billed as reimbursable expenses are limited to direct costs incurred by Consultant and shall not include any multiple or additional percentage of those costs.

4. In order to be reimbursable, expenses must have been reasonably appropriate or must have been necessary, when evaluated in the light of the services to be performed. The cost of alcoholic beverages or entertainment shall not be reimbursed.

5. Signed, legible and explanatory receipts must be submitted for all reimbursable expenses.

Upon verification and review, the City will tender payment of travel reimbursement invoices within forty-five (45) days from receipt thereof, unless the invoice is disputed.

ARTICLE 4. MULTIPLE HIRES

Additional individuals identified in writing or presented to City by Consultant during the course of this Agreement and hired by City (or any division, subsidiary or affiliate thereof) for any position, within twelve (12) months of the conclusion of the Agreement, will be subject to an additional fee of twenty-five percent (25%) of the additional hire's first year's cash compensation. This fee shall be due when the additional candidate has accepted an offer and shall be due and payable within ten (10) business days of receipt of an invoice.

ARTICLE 5. ASSURANCES

If the candidate is dismissed for performance reasons or other good cause or resigns without good cause within the first year of employment, upon request delivered to Consultant within sixty (60) days of the last day of that placement's employment, Consultant agrees to conduct a search at no additional professional fee expense only for the same position by using substantially the same Position Profile. City's only financial obligation would be for out-of-pocket costs, applicable taxes, and monthly administrative charges. Such search shall be subject to the other provisions of this Agreement.

Exclusions to this provision would include cases of a promotion, transfer, or entity bankruptcy, insolvency, reorganization or merger or other event adversely or materially affecting this position, such as downsizing, restructuring, or significant changes in management rendering the position or its responsibilities materially different from the role accepted by the previously successful candidate, or the position is significantly changed or eliminated in its entirety.

Consultant will not recruit or assist another client in recruiting any employee from City for twelve (12) months following the conclusion of this Agreement, unless waived by City. Under no circumstances, will Consultant ever recruit a person hired as a result of its work during the course of his or her employment with City unless authorized to do so by City.
ARTICLE 6. CITY’S RESPONSIBILITIES

The City will:

1. Advise Consultant of those areas relevant to the search that must be kept confidential, or of organizations they should consider or avoid as sources of candidates.
2. Provide timely feedback to Consultant regarding information contained in the Position Profile.
3. Promptly deliver potential candidate names that come to City’s attention.
4. Respond quickly to Consultant concerning City’s level of interest in the candidates presented.
5. Schedule candidate interviews and report promptly City’s evaluations to Consultant.
6. Advise Consultant of any internal changes that may affect the Chief of Police position or its requirements.
7. Provide timely and complete information to candidates about the client, its organization, its benefits, and relocation policies to enable them to make an intelligent career decision.
8. Create an attractive and market-based compensation package for the successful finalist.
9. Promptly notify Consultant as to candidate selection and comply with all laws applicable to the hiring process.
10. Provide all material information or data in an accurate, complete and timely manner, as Consultant will rely on and be entitled to rely on presented information and data in its form and manner for the search.
11. Maintain as confidential all candidate information and destroy or return the same to Consultant, as directed.
12. Use and maintain such candidate information only as authorized by law or by agreement.

ARTICLE 7. STANDARD OF CARE

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

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

ARTICLE 8. LIABILITY AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses of whatsoever kind and nature, to the extent such claims, losses, damages, or expenses are caused by Consultant or its agents, employees, contractors, sub-contractors, and representatives negligent or willful acts, errors, or omissions.
To the fullest extent permitted by law: (1) Consultant’s liability to the City for all claims, losses, damages, and expenses resulting in any way from the performance or non-performance of the services shall not exceed the total compensation actually received by Consultant under this Agreement; and, (2) neither party to this Agreement shall be liable to the other party for any special, incidental, indirect or consequential damages of any kind, that may result from this Agreement.

This Article 8 shall survive termination of this Agreement.

ARTICLE 9. INSURANCE

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

(1) Professional liability insurance, having a limit of $1,000,000 annual aggregate.

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

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

ARTICLE 10. CONFIDENTIALITY

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

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to any third party without the other party’s written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.
Nothing in this Article shall prohibit or limit Consultant’s disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the City.

ARTICLE 11. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

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

ARTICLE 12. TERMINATION

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

The City or Consultant may terminate or suspend performance of this Agreement with or without cause upon thirty (30) days prior written notice to the other party. In the event of termination by the City hereunder, the City will pay Consultant for services actually provided up to the date of termination.

ARTICLE 13. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

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

Consultant: Waverly Partners LLC
P O BOX 40531
Cleveland, OH 44140
Attention: Ted Plattenburg

City: City of Dayton, Department of Human Resources
101 W. Third Street
Dayton, Ohio 45401
Attention: Kenneth R. Couch, Director

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

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

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

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

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

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

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

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

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

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

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

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

K. POLITICAL CONTRIBUTIONS
Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
L. INTEGRATION
This Agreement represents the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

CITY OF DAYTON, OHIO

____________________
City Manager

Date:____________________

WAVERLY PARTNERS LLC

By: ____________________

Print  Ted W Plattenburg
Its: Managing Director

APPROVED AS TO FORM
AND CORRECTNESS:

6/9/2021

X  John Musto for
City Attorney

Signed by: Musto, John

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

____________________, 2021

Min./Bk.: _______ Page: _______

____________________
Clerk of the Commission
City Manager’s Report

Date: June 23, 2021
Expense Type: Award of Contract
Total Amount: $105,140.00 (thru 12/31/22)

From: 2320 - Planning & CD/Housing Inspection
Name: Bladecutters, Inc.
Address: 5440 N. Dixie Drive
Dayton, Ohio 45414

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition Special Projects</td>
<td>26016-2320-1174-32</td>
<td>$105,140.00</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: ☑ No
Affirmative Action Program: ☑ Yes

Description:

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL GARAGE DEMOLITION I – 2021
(10% HUD SECTION 3 PARTICIPATION GOAL / 100% HUD SECTION 3 PARTICIPATION ACHIEVED)
(FEDERAL CDBG FUNDS)

The Department of Planning & Community Development requests approval to award a contract with Bladecutters, Inc. The Contractor will supply all materials, tools, and personnel for the demolition and disposal of approximately 55 residential detached garage buildings or equivalent volume, and all associated building material and incidentals thereto. Garages are assumed to be either wood frame or masonry construction. The contract work includes all demolition activities, including debris removal. Demolition will be to concrete floor-level, which will be left in broom-clean condition. Garage pads, footings, foundations, and foundation walls (under 30 inches above grade) will remain in place. Excavation, back-fill, site grading, landscaping, and seeding may be required on an as-needed basis. There is no list of structures designated for demolition under this bid.

Four bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, Bladecutters, Inc., in the amount of $105,140.00, the base bid. The estimated cost for the project was $100,650.00. Project completion is 100 working days.

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

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
"NAP Residential Garage Demolition I - 2021 CMR" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-06-09 - 4:38:18 PM GMT- IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2021-06-09 - 4:38:55 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2021-06-09 - 5:29:47 PM GMT- IP address: 198.30.33.2

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2021-06-09 - 5:30:05 PM GMT - Time Source: server- IP address: 198.30.33.2

Agreement completed.
2021-06-09 - 5:30:05 PM GMT
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>NEW CONTRACT</th>
<th>RENEWAL CONTRACT</th>
<th>CHANGE ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>December 31, 2022</td>
<td>X Initial City Manager's Report</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 105,140.00</td>
<td>X Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 105,140.00</td>
<td>X Initial Agreement/Contract</td>
</tr>
</tbody>
</table>

### Amount:

<table>
<thead>
<tr>
<th>New Contract</th>
<th>$ 105,140.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>26016 2320 1174 32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
</tr>
</tbody>
</table>

### Amount:

<table>
<thead>
<tr>
<th>Change Order</th>
<th></th>
</tr>
</thead>
</table>

### Purpose:

Award of contract for Nuisance Abatement Program Residential Garage Demolition I - 2021

(10% HUD Section 3 Participation Goal) (Federal CDBG Funds)

### Vendor Information:

- Vendor Name: Bladecutters, Inc.
- Vendor Address: 5440 N. Dixie Drive Dayton OH 45414
- Federal ID: 31-1265427
- Commodity Code: 96832

### Contact Person:

- Ariane Cook
- PCD/Hsg Conserv
- 333-3910

### Originating Department Director's Signature:

9-Jun-21

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

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

### Finance Director Signature:

10/14/2021

### CF Prepared by:

### Date:

10/11/2021

CF/CT Number: CT21-3001

October 18, 2011
Dayton, Ohio

Department of Public Works

Bid Tabulation For: Nuisance Abatement Program
Residential Garage Demolition I – 2021
(10% HUD Section 3 Participation Goal)
(Federal CDBG Funds)

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Cost Estimate:</th>
<th>Estimated Time Of Completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 15, 2021</td>
<td>$100,650.00</td>
<td>100 Working Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Bladecutters, Inc.</td>
<td>$105,140.00</td>
<td>-0-</td>
<td>$105,140.00</td>
</tr>
<tr>
<td>Tall View Palladium, Inc.</td>
<td>$107,472.00</td>
<td>-0-</td>
<td>$107,472.00</td>
</tr>
<tr>
<td>Steve Rauch, Inc.</td>
<td>$187,332.00</td>
<td>-0-</td>
<td>$187,332.00</td>
</tr>
<tr>
<td>Charles Jergens Construction</td>
<td>$201,650.00</td>
<td>-0-</td>
<td>$201,650.00</td>
</tr>
</tbody>
</table>

*Awarded*
Revised 9/14/98
MEMORANDUM

June 1, 2021

TO:       Don Long
           Planning and Community Development
           Housing Inspection

FROM:    Chrisondra Goodwine, Interim Business & Technical Assistance Administrator
           Human Relations Council (HRC)

SUBJECT: Nuisance Abatement Program, Residential Garage Demolition I–2021 (10% HUD Section 3 Participation Goal)

The apparent low bidder, Bladecutters Inc., submitted a bid utilizing one (1) HUD Section 3 certified contractor to meet the project’s participation goal. The 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.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID + ALTERNATE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bladecutters Inc.</td>
<td>$105,140.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bladecutters Inc.</td>
<td>$105,140.00</td>
<td>100% HUD 3</td>
</tr>
</tbody>
</table>

TOTAL COMMITTED PARTICIPATION 100% HUD 3

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

CAG
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Nuisance Abatement Program
Residential Garage Demolition 2021
10% (1) HUD

Bidder
Bladecutters, Inc.
5440 N. Dixie Dr.
Dayton, Ohio 45414
# Nuisance Abatement Program, Residential Garage Demolition I 2021 (#7664119)

**Owner:** Dayton OH, City of  
**Solicitor:** Dayton OH, City of  
**Date:** 04/15/2021 12:00 PM EDT

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Uom</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Garage Demolition</td>
<td>SF</td>
<td>19,800</td>
<td>$5.00</td>
<td>$99,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Solid Waste Removal</td>
<td>Ton</td>
<td>10</td>
<td>$70.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>3</td>
<td>Landscaping</td>
<td>SF</td>
<td>4,000</td>
<td>$0.11</td>
<td>$440.00</td>
</tr>
<tr>
<td><strong>Fixed Price Item</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Contingency</td>
<td>LUMP</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $105,140.00
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES □ NO ☒

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES □ NO ☒

(2) Been the subject of:

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

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

RESPONSE: YES □ NO ☒

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

(1) Sanctioned relative to any business or professional permit and/or license?
RESPONSE: YES [ ] NO [X]

(2) Suspended, debarred, or disqualified from any government contracting process?
RESPONSE: YES [ ] NO [X]

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

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

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.
RESPONSE: YES [ ] NO [X]

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

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 OH

Local Address

Telephone 937-274-3801 Fax 937-274-9306
E-mail info@bladecutters.com

Federal ID. # 31-1245427

Dated this 12 day of April, 2021
Bidder: Bladecutters Inc.
(Person, Firm, or Corporation)

By: President
Title:
General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

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

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

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

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

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

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

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

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 hereto affixed this 21st day of MARCH 2014.

Westfield Insurance Company
Westfield National Insurance Company
Ohio Farmers Insurance Company

By:
Dennis P. Baus, National Surety Leader and Senior Executive

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

Notarial Seal
Affixed

STATE OF OHIO
COUNTY OF MEDINA

By:
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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

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

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
# Financial Statement

December 31, 2020

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

**Ohio Farmers Insurance Company**

**Balance Sheet**

12/31/20

(In thousands)

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents, and short term investments</td>
<td>23,041</td>
</tr>
<tr>
<td>Bonds</td>
<td>429,635</td>
</tr>
<tr>
<td>Stocks</td>
<td>130,912</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>2,333,949</td>
</tr>
<tr>
<td>Real estate</td>
<td>179,311</td>
</tr>
<tr>
<td>Premiums receivable</td>
<td>114,652</td>
</tr>
<tr>
<td>Other assets</td>
<td>162,574</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>3,374,074</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>168,415</td>
</tr>
<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>327,709</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>169,493</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>665,617</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus to policyholders</td>
<td></td>
</tr>
<tr>
<td><strong>Total surplus</strong></td>
<td>2,708,457</td>
</tr>
</tbody>
</table>

| **Total liabilities and surplus**     | 3,374,074|

**State of Ohio**

**ss:**

**County of Medina**

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

Attest:

**Frank A. Carrino**
Group Legal Leader, Secretary

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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

**Gary W. Stumper**
National Surety Leader
Senior Executive

**David A. Kotnik**
Attorney at Law
Notary Public – State of Ohio
Bond Number: SOH21809288
Contractor Information
Principal: Biadecutters, Inc.
Address: 5440 N Dixie Drive Dayton Ohio 45414 United States

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

Bond Information
Surety: Westfield Insurance Company
Bid Date: 4/15/2021
Estimated Contract Price:
Time For Completion:
Liquidated Damages:
Estimated Work On Hand:
Amount of Bid Security: 10
Contract # or IFB #: 7664119
Description of Job: Nuisance Abatement Program Residential Garage Demolition I-2021
Job Breakdown: Demolition of Garage

Electronic Bidding Information
Bid Security Percentage: 10
Bid Security Maximum:
Owner Assigned Contractor Number:4874389

Primary Agency:
Hamler Gingrich Insurance Agency Inc
Power of Attorney Limited to: 7000000
Executed
Entered By: Matt James Gingrich - 4/13/2021 2:47:02 PM ET
Approved & Executed By:

Matt James Gingrich

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

Amount $________________________

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

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

Signed at Dayton, Ohio, this _____ day of __________________, 20______.

________________________________________
Bidder

________________________________________
Surety

________________________________________
Name of Insurance Agency

________________________________________
Address of Insurance Agency

Telephone________________  FAX________________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, John Scott (print name – an Officer of the company)

Bladecutters Inc (company)

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

Check All That Apply:

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

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

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

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

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

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

By: [Signature]

Title: President

Date: 4-12-21
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.

   401K
   Health Ins.

   ________________________________

   ________________________________

   ________________________________

   ________________________________

   ________________________________

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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

being duly sworn, deposes and states as follows:

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

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

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

By: __________________________

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio
COUNTY OF Montgomery

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

(1) He/she is President of
Bladecutters Inc

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

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

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

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

SIGNED
President
TITLE
During the performance of this contract:

Bladecutters Inc 5440 N. Dixie Dr 937-274-3801
CONTRACTOR Dayton Ohio 45414 937-274-9204
ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

Blade Cutters Inc (Contractor) certifies that:

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

- Trucking
- Dumping

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

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

SIGN: ____________________________
(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
Section 3 Plan Template

Section 3 Plan

Company

Bladecutters Inc

Address
5440 N Dixie Dr
Dayton, Ohio 45414

Phone
937-274-3861

Email
info@bladecutters.com

Website
www.bladecutters.com

Company Section 3 Coordinator

John Scott

Name of Authorized Representative

Pussuie Abatement Program

Garage Demo 1-2021

Project Name

Project Location

Bid Amount

$105,140.00
SECTION 3 PLAN

This document serves as the Section 3 Plan for in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated √.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.
LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.
SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: Nuisance Abatement Program
Name of (Sub)Contractor: BladeMasters
Amount of Award: $105,140.00

<table>
<thead>
<tr>
<th>Anticipated Hires</th>
<th>Filled Positions</th>
<th>Section 3 Hires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Trainees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unskilled Trainees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-Skilled Trainees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional &amp; Admin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Employee</td>
<td>Employee ID</td>
<td>Address</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Roland Williamson</td>
<td>9070</td>
<td>2420 Grant</td>
</tr>
<tr>
<td>Michael Hyder</td>
<td>0873</td>
<td>1625 Poplar</td>
</tr>
<tr>
<td>Bobby Comer</td>
<td>9218</td>
<td>447 Spinning</td>
</tr>
<tr>
<td>Paul Boggs</td>
<td>9490</td>
<td>757 Taylor</td>
</tr>
</tbody>
</table>

**WORKFORCE GOALS:**
- MINORITY - 11.5%
- FEMALE - 6.9%
- SECTION 3 - 30% OF NEW HIRES
CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: Nuisance Abatement Program - Garage Demo 1 - 2021

To: Section 3 Coordinator
    Human Relations Council
    371 West Second Street
    Suite 100
    Dayton, OH 45402

Blade Cutters
5410 Dixie
Dayton, OH 45414

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID</th>
<th>Address</th>
<th>Date of Hire</th>
<th>Ethnic Group</th>
<th>Sex</th>
<th>Trade</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jose Gutierrez</td>
<td>9343</td>
<td>333 W Siebenthaler</td>
<td>3/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Victor Arenas</td>
<td>2273</td>
<td>2121 Rector</td>
<td>4/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phillip Howard</td>
<td>0910</td>
<td>321 Amherst</td>
<td>4/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kisha Smith</td>
<td>3815</td>
<td>1315 Hunter</td>
<td>2/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Victor Walls</td>
<td>1922</td>
<td>1000 Oakridge</td>
<td>4/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Louis Carr</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matt Hildebrand</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donnie King</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fernanda Hurtado</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brandon Jones</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doug Fisher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alfonzo Cooley</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WORKFORCE GOALS: MINORITY - 11.5%  FEMALE - 6.9%  SECTION 3 - 30% OF NEW HIRES
# CITY OF DAYTON WORKER UTILIZATION REPORT FORM

**NAME OF PROJECT:** Nuisance Abatement Program Garage Demo 1 - 2021

**To:** Section 3 Coordinator  
Human Relations Council  
371 West Second Street  
Suite 100  
Dayton, OH 45402

---

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID</th>
<th>Address (street address and zip code)</th>
<th>Date of Hire</th>
<th>Ethnic Group</th>
<th>Sex</th>
<th>Trade</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Shepherd</td>
<td>5183</td>
<td>4235 Scenic 45414</td>
<td>4/10</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>David Smith</td>
<td>3829</td>
<td>2005 Delano 45404</td>
<td>3/41</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Richard Tryon</td>
<td>8479</td>
<td>3090 Stop 4414</td>
<td>4/13</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Janie Harrison</td>
<td>4129</td>
<td>2027 Homestead 45417</td>
<td>1/09</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Jerry Carrubba</td>
<td>0137</td>
<td>605 E 1st 45407</td>
<td>3/04</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Terry Craig</td>
<td>7474</td>
<td>3300 South 45402</td>
<td>7/12</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Parker Davis</td>
<td>3617</td>
<td>1340 Marshall 45415</td>
<td>3/12</td>
<td>✓</td>
<td>✓</td>
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<td>Jason Moon</td>
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<td>5219 Harshmanville 45416</td>
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<td>529 Harshmanville 45418</td>
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<td>Tanik Davis</td>
<td>0468</td>
<td>5057 Norheath 45411</td>
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<td>Carl Edwards</td>
<td>5147</td>
<td>5110 Northcliff 45421</td>
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<tr>
<td>Tanya Rodriguez</td>
<td>8179</td>
<td>2208 E St</td>
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**WORKFORCE GOALS:**  
- MINORITY - 11.5%  
- FEMALE - 6.9%  
- SECTION 3 - 30% OF NEW HIRES
NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:
These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City’s Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:
The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.
STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City’s Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

John Scott
COMPANY AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE OF AUTHORIZED REPRESENTATIVE

President
TITLE

COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

info@bladecutters.com 937-274-3861
EMAIL ADDRESS

Bladecutters Inc.
COMPANY NAME

5440 N. Dixie Dr Dayton, Oh 45414
COMPANY COMPLETE ADDRESS

www.bladecutters.com
COMPANY WEBSITE (if applicable)
SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine
HRC SECTION 3 COORDINATOR

______________________________  _________________________
SIGNATURE OF SECTION 3 COORDINATOR       DATE
Erica Fields
HRC EXECUTIVE DIRECTOR

______________________________  _________________________
SIGNATURE OF EXECUTIVE DIRECTOR       DATE

______________________________  _________________________
REPRESENTATIVE OF AWARDING DEPARTMENT       DATE

______________________________  _________________________
SIGNATURE OF DEPARTMENT REPRESENTATIVE       DATE
Shelley Dickstein
CITY MANAGER

______________________________  _________________________
SIGNATURE OF CITY MANAGER       DATE
HUD SECTION 3 DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:
- An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project's HUD participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the HUD participation requirements of the Bid Specification in the following manner:
(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

☐ The Bidder has secured enough HUD participation to meet or exceed the project's HUD participation goal.

☐ The Bidder made good faith efforts to meet the project's HUD participation goal but was unable to do so.

The Bidder is committed to a minimum of ______ % HUD participation on this project, as described on the enclosed HUD Participation Form(s).

However, the Bidder is committed to a minimum of _____________ % HUD participation on this project, as described on the enclosed HUD Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

SECTION 2: BIDDER'S SIGNATURE

______________________________
(Signature of Bidder's Authorized Agent)

John Scott
(Printed Name of Bidder's Authorized Agent)

President
(Title of Bidder's Authorized Agent)

Blade Cutters Inc.
(Bidding Firm's Name)

4-15-21
(Date)
HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. Complete separate form for alternative.

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Bladecutters Inc.
Address: 5440 N Dixie Dr
City: Dayton
State: OH
ZIP: 45414
Telephone: 937-274-3686
Email: info@bladecutters.com
Primes Base Bid: $105,140
Name of Project: Garage Demo 1-2021

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: Bladecutters
HUD-Certified Firm's Tax ID#: 31-1265427
Scope of Work to Be Performed by Certified Firm (Include NAICS Codes):

Trucking

Total Dollar Amount Towards Goal

<table>
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<th>Total Bid</th>
<th>$105,140</th>
<th>Percentage Towards Goal</th>
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<td>Materials</td>
<td>$</td>
<td>%</td>
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<tr>
<td>Labor</td>
<td>$</td>
<td>%</td>
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</table>

Amount to Be Paid to This HUD Firm for the Work Described:

Total Bid: $105,140

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

John Scott

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

President

(Title of Bidder/Proposer's Authorized Agent)

4-15-21

(Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
Section 3 Plan Template

Section 3 Plan

Company
Bladecutters Inc

Address
5440 N Dixie Dr
Dayton, Ohio 45414

Phone
937-274-3861

Email
info@bladecutters.com

Website
www.bladecutters.com

Company Section 3 Coordinator
John Scott

Name of Authorized Representative
Nuisance Abatement Program

Garage Demo 1 - 2021
Project Name

Project Location

Bid Amount
$105,140.00
SECTION 3 PLAN

This document serves as the Section 3 Plan for in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated √.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.
LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.
SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: Nuance Satellite Program  
Name of (Sub)Contractor: Bladeadapters

Amount of Award: $105,140.00

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<td>9070</td>
<td>2420 Grant St</td>
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<td>Michael Hyder</td>
<td>1673</td>
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<tr>
<td>Bobby Comer</td>
<td>9218</td>
<td>417 Spinning</td>
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<tr>
<td>Paul Boggs</td>
<td>9489</td>
<td>167 Taylor St</td>
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Workforce Goals: Minority - 11.5%  Female - 6.9%  Section 3 - 30% of New Hires
CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: NUance Carhauss Program - Garage Demo - 2021

To: Section 3 Coordinator
Human Relations Council
371 West Second Street
Suite 100
Dayton, OH 45402

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID  (If SSN, last four digits.)</th>
<th>Address (street address and zip code)</th>
<th>Date of Hire</th>
<th>HUD Section 3</th>
<th>White Not of Hispanic Origin</th>
<th>Black Not of Hispanic Origin</th>
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<th>Asian or Pacific Islander</th>
<th>American Indian or Alaskan</th>
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<td>✓</td>
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<td>1316 Hunter</td>
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<td>Donnie King</td>
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<td>Doug Fisher</td>
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WORKFORCE GOALS: MINORITY - 11.5%  FEMALE - 6.9%  SECTION 3 - 30% OF NEW HIRES
**CITY OF DAYTON WORKER UTILIZATION REPORT FORM**

**NAME OF PROJECT:** Nuisance Abatement Program Garage Demolition 2021

**To:** Section 3 Coordinator
Human Relations Council
371 West Second Street
Suite 100
Dayton, OH 45402

![Blade Cutters]

5440 N Dixie Dr
Dayton OH 45414

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID</th>
<th>Address</th>
<th>Date of Hire</th>
<th>Trade</th>
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<tbody>
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<td>51283</td>
<td>1678 S. Scenic Hwy. Dayton 45404</td>
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<td>✓</td>
</tr>
<tr>
<td>David Smith</td>
<td>31267</td>
<td>2025 Delino Pike 45404</td>
<td>3/11</td>
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</tr>
<tr>
<td>Richard Trayton</td>
<td>36479</td>
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<td>Jamie Hartran</td>
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<tr>
<td>Jerry Carrubba</td>
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<tr>
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<tr>
<td>Parker Davis</td>
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<tr>
<td>Jason Moon</td>
<td>31926</td>
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</tr>
<tr>
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<td>5219 Hardmanville Rd 45404</td>
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</tr>
<tr>
<td>Rick Davis</td>
<td>0468</td>
<td>5057 Northeast 45414</td>
<td>11/21</td>
<td>✓</td>
</tr>
<tr>
<td>Carl Edwards</td>
<td>39427</td>
<td>3100 Northeast 45414</td>
<td>11/21</td>
<td>✓</td>
</tr>
<tr>
<td>Jana Rodriguez</td>
<td>8179</td>
<td>2708 E 5th St. Dayton 45404</td>
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**WORKFORCE GOALS:** MINORITY - 11.5%  FEMALE - 6.9%  SECTION 3 - 30% OF NEW HIRES
## CITY OF DAYTON WORKER UTILIZATION REPORT FORM

**NAME OF PROJECT:** Nuisance Abatement Program 
Garbage 
**Date:** Jan 05 - 2021

To: Section 3 Coordinator  
Human Relations Council  
371 West Second Street  
Suite 100  
Dayton, OH 45402

### COMPLETE THE INFORMATION FOR ALL EMPLOYEES

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Employee ID</th>
<th>Address</th>
<th>Date of Hire</th>
<th>HUD Section 3</th>
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<th>Hispanic</th>
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<th>American Indian or Alaskan</th>
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<th>Journeymen</th>
<th>Helper</th>
<th>Apprentice</th>
<th>Trainee</th>
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<tr>
<td>Richard Jayson</td>
<td>8479</td>
<td>3040 St. Paul Dr. Dayton, OH 45404</td>
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<tr>
<td>Jamie Harriman</td>
<td>4129</td>
<td>2027 Homegate Ave. Dayton, OH 45401</td>
<td>1/06</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
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<tr>
<td>Jerry Carrubca</td>
<td>0137</td>
<td>605 E Water St. Dayton, OH 45404</td>
<td>3/04</td>
<td>✓</td>
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<td>✓</td>
<td></td>
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<tr>
<td>Terry Craig</td>
<td>7176</td>
<td>3300 S Water St. Dayton, OH 45404</td>
<td>7/12</td>
<td>✓</td>
<td>✓</td>
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<td>✓</td>
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<tr>
<td>Parker Davis</td>
<td>81687</td>
<td>1340 N Greens St. Dayton, OH 45402</td>
<td>5/12</td>
<td>✓</td>
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<td></td>
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<tr>
<td>Jason Moon</td>
<td>7026</td>
<td>5219 Harshmanville Leb.</td>
<td>4/16</td>
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<tr>
<td>Matt Moore</td>
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<td>5219 Harshmanville Leb.</td>
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<td></td>
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<tr>
<td>Jank Davis</td>
<td>04168</td>
<td>5057 Northeast Ave. Dayton, OH 45401</td>
<td>1/21</td>
<td>✓</td>
<td></td>
<td></td>
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<td>✓</td>
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<tr>
<td>Carl Edwards</td>
<td>5187</td>
<td>510 Northwatt Rd Dayton, OH 45401</td>
<td>4/11</td>
<td>✓</td>
<td></td>
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<tr>
<td>Tana Rodriguez</td>
<td>8179</td>
<td>2006 E 5th St. Dayton, OH 45402</td>
<td>4/11</td>
<td>✓</td>
<td></td>
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</tr>
</tbody>
</table>

**WORKFORCE GOALS:**  
- **MINORITY - 11.5%**  
- **FEMALE - 6.9%**  
- **SECTION 3 - 30% OF NEW HIRES**
NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:
These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City’s Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.
STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City's Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

John Scott

COMPANY AUTHORIZED REPRESENTATIVE

[Signature]

SIGNATURE OF AUTHORIZED REPRESENTATIVE

President

TITLE

COMPANY SECTION 3 COORDINATOR
(Leave blank if the same as authorized representative)

info@bladecutters.com

EMAIL ADDRESS

Bladecutters Inc.

COMPANY NAME

5440 N. Dixie Dr Dayton, Oh 45414

COMPANY COMPLETE ADDRESS

www.bladecutters.com

COMPANY WEBSITE (if applicable)

037-2743861

PHONE
HUD SECTION 3 DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:

- An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project's HUD participation goal, and
- Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the HUD participation requirements of the Bid Specification in the following manner:
(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

☑ The Bidder has secured enough HUD participation to meet or exceed the project's HUD participation goal.

The Bidder is committed to a minimum of ______% HUD participation on this project, as described on the enclosed HUD Participation Form(s).

☐ The Bidder made good faith efforts to meet the project's HUD participation goal but was unable to do so.

However, the Bidder is committed to a minimum of ______% HUD participation on this project, as described on the enclosed HUD Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

SECTION 2: BIDDER'S SIGNATURE

(Signature of Bidder's Authorized Agent)

John Scott

(Printed Name of Bidder's Authorized Agent)

President

(Title of Bidder's Authorized Agent)

Blade Cutters Inc.

(Bidding Firm's Name)

4-15-21

(Date)
HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. Complete separate form for alternative.

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Bladecutters Inc.
Address: 5440 N Dixie Dr
City: Dayton
Telephone: 937-274-3861
Primes Base Bid $ 105,140
Name of Project: Garrison Demo 1-2021
State: OH ZIP: 45414
Email: info@bladecutters.com

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: Bladecutters
HUD-Certified Firm's Tax ID#: 31-1268427
Scope of Work to Be Performed by Certified Firm (Include NAICS Codes):

Trucking

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This HUD Firm for the Work Described:</th>
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</thead>
<tbody>
<tr>
<td>Total Bid $105,140</td>
<td>% 100</td>
<td>$105,140</td>
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<td>Materials $</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Labor</td>
<td>%</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)
John Scott
(President)

(Date of Affirmation) 4-15-21

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.
SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we, the undersigned, have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine  
HRC SECTION 3 COORDINATOR  
SIGNATURE OF SECTION 3 COORDINATOR  
DATE: 4-27-2021

Erica Fields  
HRC EXECUTIVE DIRECTOR  
SIGNATURE OF EXECUTIVE DIRECTOR  
DATE: 4-28-2021

DON LONG  
REPRESENTATIVE OF AWARDING DEPARTMENT  
SIGNATURE OF DEPARTMENT REPRESENTATIVE  
DATE: 5-10-2021

Shelley Dickstein  
CITY MANAGER  
SIGNATURE OF CITY MANAGER  
DATE: 5-13-2021
**City Manager’s Report**

**From**  
3460 - Water/Water Reclamation  
Supplier, Vendor, Company, Individual  
**Name**  
Peterson Construction Company  
**Address**  
18817 SR 501 North  
Wapakoneta, Ohio 45895  
**Date** June 23, 2021  
**Expense Type** Award of Contract  
**Total Amount** $797,500.00 (thru 6/30/2023)

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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021 Sanitary Capital Fund (Cash)</td>
<td>55003-3460-1424-54-SF2108</td>
<td>$797,500.00</td>
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</table>

**Includes Revenue to the City**  
☑ Yes  
☐ No  

**Affirmative Action Program**  
☑ Yes  
☐ No  
☐ N/A

**Description**

DIGESTER GAS CONDITIONING IMPROVEMENTS  
(10% SBE AND 5% MBE PARTICIPATION GOAL/ 11.03% SBE AND 5.51% MBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with Peterson Construction Company in the amount of $797,500.00 for the Construction of the Digester Gas (Di-Gas) Conditioning Improvements Rebid Project. The amount includes the base bid of $725,000.00 and the Alternate No.1 Contingency Allowance of $72,500.00. This project consists of the replacement of both the Digester Chiller (set outside) and the glycol dryer (set on the mezzanine in the Cogeneration Building).

Two bids were received for this project on May 27, 2021. After reviewing the bids, Peterson Construction Company’s bid was determined to be the best and lowest. The estimated cost for the project was $850,000.00. The time of completion for the project is 365 calendar days. The expiration date identified on the Certificate of Funds is June 30, 2023.

This Project is being funded using 2021 Sanitary Capital Fund (Cash).

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

---

**Signatures/Approval**

**Approved by City Commission**

Division  
[Signature]  

Department  
[Signature]  

City Manager  
FORM NO. MS-16  

Clerk  
Date  

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>X</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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<td>Contract Start Date</td>
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<td></td>
<td>Expiration Date</td>
<td>6/30/2023</td>
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<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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<td>Remaining Commission Approval</td>
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Required Documentation

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<tr>
<th>X</th>
<th>Initial City Manager’s Report</th>
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<tr>
<td>X</td>
<td>Initial Certificate of Funds</td>
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<tr>
<td></td>
<td>Initial Agreement/Contract</td>
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<tr>
<th></th>
<th>Copy of City Manager’s Report</th>
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<tbody>
<tr>
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<td>Copy of Original Certificate of Funds</td>
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</table>

| Amount: | $797,500.00 |
| Fund Code: | 55003 - 3460 - 1424 - 54 - SF2108 |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: |   |
| Fund Code: |   |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Peterson Construction Company
Vendor Address: 18817 SR 501 North Wapakoneta OH 45895
Federal ID: 34-1342365
Commodity Code: 93691
Purpose: Award of Contract for the Digester Gas Conditioning Improvements.

Contact Person: Lisa Burton-Yates
Water/Water Engineering Department/Division
6/11/2021

Section II - to be completed by the Finance Department

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

Finance Director Signature
Finance Director Date: 6/15/2021

CF Prepared by
CF Prepared by Date: 10/15/21

Finance Department
October 18, 2011
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<th>Extension</th>
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<td>Alternate No. 1 Contingency Allowance</td>
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<td>A-1</td>
<td>Contingency Allowance 10% of Base Bid Amount</td>
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<td>Base Bid Total</td>
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<td>$774,000.00</td>
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MEMORANDUM

June 8, 2021

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

FROM: Chrisondra Goodwine, Interim Business & Technical Assistance Administrator  
Human Relations Council (HRC)

SUBJECT: Digester Gas Conditioning Improvements  
(10% SBE & 5% MBE Participation Goal)

The apparent low bidder, Peterson Construction Company submitted a bid utilizing two (2) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified that Peterson Construction Company is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
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<tbody>
<tr>
<td>Peterson Construction Company</td>
<td>$725,000.00</td>
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<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
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<tbody>
<tr>
<td>Mad River Construction</td>
<td>$80,000.00</td>
<td>11.03% SBE</td>
</tr>
<tr>
<td>Ebony Construction Inc.</td>
<td>$40,000.00</td>
<td>5.51% MBE</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION    | 11.03% SBE           |
|                                  | 5.51% MBE            |

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

CAG
PEP-CERTIFIED SBE (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta
State: OH ZIP: 45895
Telephone: (419) 941-2233 Email: rkanpke@petersonconstructionco.com
Primes Base Bid $ 725,000.00
Name of Project: Digester Gas Conditioning Improvements Rebid

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction
PEP-Certified Firm's Tax ID#: 20-8201848
Scope of Work to Be Performed by Certified Firm: General Construction - Digester Gas Equipment

<table>
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<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
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<tr>
<td></td>
<td>12.00</td>
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</tr>
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SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Robert K. Knapke
(Printed Name of Bidder/Proposer's Authorized Agent)
Vice President
(Title of Bidder/Proposer's Authorized Agent)

05/27/21 (Date)

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

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta
State: OH ZIP: 45895
Telephone: (419) 941-2233 Email: rknape@petersonconstructionco.com
Primes Base Bid $ 725,000.00
Name of Project: Digester Gas Conditioning Improvements Rebid

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Ebony Construction Inc
PEP-Certified Firm's Tax ID#: 34-1520889
Scope of Work to Be Performed by Certified Firm: General Construction - Digester Gas Equipment

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
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<td>$ 34,500.00</td>
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<tr>
<td>Labor</td>
<td>$ 5,500.00</td>
<td>$ 5,500.00</td>
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</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)
Robert K. Knapke
(Printed Name of Bidder/Proposer's Authorized Agent)
Vice President 05/27/21
(Title of Bidder/Proposer's Authorized Agent) (Date)

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

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

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

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

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

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

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

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

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

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

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

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. Negotiated in good faith with PEP-Certified Firms, and considered the firms’ prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer’s standing within its industry, membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. Sought the Dayton MBAC’s assistance or used the services of community organizations; contractors’ groups; local, state, or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Offeror's Authorized Agent)

Robert K. Knapke
(Printed Name of Bidder/Offeror's Authorized Agent)

Peterson Construction Company
(Name of Bidder/Proposer's Firm)

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

05/27/2021
(Date)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
DIGESTER GAS CONDITIONING
IMPROVEMENTS REBID

Bidder
PETEERSON CONSTRUCTION COMPANY
18817 SR 501 NORTH
WAPAKONETA, OH 45895
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPL</td>
<td>Digester Gas Conditioning Improvements</td>
<td>Lump Sum</td>
<td>1</td>
<td>$725,000.00</td>
<td>$725,000.00</td>
</tr>
<tr>
<td>Alternate No. 1 Contingency Allowance</td>
<td>$72,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Contingency Allowance 10% of Base Bid Amount</td>
<td>Lump Sum</td>
<td>1</td>
<td>$72,500.00</td>
<td>$72,500.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $725,000.00
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES ☐ NO ☑

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

Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES ☐ NO ☑

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES ☐ NO ☑

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

(1) Sanctioned relative to any business or professional permit and/or license?
RESPONSE: YES [ ] NO [✓]

(2) Suspended, debarred, or disqualified from any government contracting process?
RESPONSE: YES [ ] NO [✓]

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

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

   (i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
   
   (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES [ ] NO [✓]

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Peterson Construction Company
Ohio

Donald J. Bergfeld, President  Douglas J. Crusey, Vice President

Robert K. Knapke, Vice President

18817 SR 501 North

Wapakoneta, OH  45895

Telephone  (419) 941-2233  Fax  (419) 941-2244

E-mail  rknape@petersonconstructionco.com

Federal I.D.#  34-1342365

Dated this 27 day of May, 2021

Bidder:  [Signature]

(Person, Firm, or Corporation)

By:  Robert K Knapke

Title:  Vice President
BID BOND

Amount $ 80,000.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Eighty Thousand 00/100 Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

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

Signed at Dayton, Ohio, this 27th day of May, 2021

Peterson Construction Company

Bidder

Robert K. Knapke, Vice President

Ohio Farmers Insurance Company

Stephanie M. White, Attorney-In-Fact

Overmyer Hall Associates

Name of Insurance Agency

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Address of Insurance Agency

Telephone 614-453-4400 FAX 614-326-0132

Project: Digester Gas Conditioning Improvements Rebid
General Power of Attorney
CERTIFIED COPY

Know All Men by These Presents That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company," and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, JOINTLY OR SEVERALLY

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

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

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

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

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

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

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 hereto affixed this 02nd day of JANUARY 2020.

[Seal]

[Signature]

By: Gary W. Stumper, National Surety Leader and Senior Executive

On this 02nd day of JANUARY 2020 before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that he signed his name thereto by like order.

Notarial Seal Affixed

[Signature]

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 02nd day of JANUARY 2020.

[Seal]

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)
Financial Statement

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

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

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents, and short term investments</td>
<td>23,041</td>
</tr>
<tr>
<td>Bonds</td>
<td>429,635</td>
</tr>
<tr>
<td>Stocks</td>
<td>130,912</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>2,333,949</td>
</tr>
<tr>
<td>Real estate</td>
<td>179,311</td>
</tr>
<tr>
<td>Premiums receivable</td>
<td>114,652</td>
</tr>
<tr>
<td>Other assets</td>
<td>162,874</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>3,374,074</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>168,415</td>
</tr>
<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>327,709</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>169,493</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>665,617</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus to policyholders</td>
<td>2,708,457</td>
</tr>
<tr>
<td><strong>Total surplus</strong></td>
<td>2,708,457</td>
</tr>
</tbody>
</table>

| Total liabilities and surplus              | 3,374,074|

State of Ohio
ss:
County of Medina

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

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

Gary W. Stumper
National Surety Leader
Senior Executive

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio
I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Nonrenewable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $3,270,649,085, liabilities in the amount of $759,472,413, and surplus of at least $2,511,176,672.

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

Jillian Froment, Director
BID BOND

Amount $__________________________

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

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

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

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

__________________________________________________________________________

Bidder

__________________________________________________________________________

Surety

__________________________________________________________________________

Name of Insurance Agency

__________________________________________________________________________

Address of Insurance Agency

Telephone__________ FAX__________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, Robert K. Knapke
(print name – an Officer of the company)

Peterson Construction Company
(company)

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

Check All That Apply:

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

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

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

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

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

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

By: ____________________________
(signature)

Title: Vice President

Date: May 27, 2021
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

See Carpenters’ Local 104 Contract

See Laborers’ Local 1410 Contract

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.

Per Carpenters’ Local 104 Apprentice Program

Per Laborers’ Local 1410 Apprentice Program

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

Ebony Construction

Mad River Construction

Woolace Electric

Regal Mechanical
CITY OF DAYTON, OHIO  
Department of Public Works  
Responsible Contractor Bidding Requirements  
(Form 3 of 3)  

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

<table>
<thead>
<tr>
<th>Ebony Construction</th>
<th>B.T. King, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big L Trucking &amp; Excavating</td>
<td>Scandrick Trucking</td>
</tr>
<tr>
<td>Green Star Trucking</td>
<td></td>
</tr>
<tr>
<td>Tall View Palladium</td>
<td></td>
</tr>
<tr>
<td>Oh-Man Enterprises</td>
<td></td>
</tr>
</tbody>
</table>

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

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

STATE OF OHIO,
COUNTY OF Auglaize, ss:

Robert K. Knapke, being duly sworn, deposes and states as follows:

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

Peterson Construction Company ("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: Vice President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio  )
COUNTY OF Auglaize  )  SS.

Robert K. Knapke, being first duly sworn deposes and states that:

(1) He/she is Vice President of Peterson Construction Company that (business or organization name)

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

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

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

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

SIGNED
Vice President
TITLE

[Signature]
During the performance of this contract:

Peterson Construction Company
18815 SR 501 N., Wapakoneta, OH, 45895
419/941-2233 419/941-2244

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

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

**CONTRACTOR'S CERTIFICATION**

Peterson Construction Company (Contractor) certifies that:

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

<table>
<thead>
<tr>
<th>Trade</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
</tr>
<tr>
<td>Electricians</td>
<td></td>
</tr>
</tbody>
</table>

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

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

SIGN: __________

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP-CERTIFIED SBE
(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta State: OH
Telephone: (419) 941-2233 Email: rkanpke@petersonconstructionco.com
ZIP: 45895
Primes Base Bid $725,000.00
Name of Project: Digester Gas Conditioning Improvements Rebid

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction
PEP-Certified Firm’s Tax ID#: 20-8201848
Scope of Work to Be Performed by Certified Firm: General Construction - Digester Gas Equipment

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $80,000.00</td>
<td>100.00</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Materials $70,000.00</td>
<td>88.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Labor $10,000.00</td>
<td>12.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)

Robert K. Knapke
(Printed Name of Bidder/Proposer’s Authorized Agent)

Vice President 05/27/21
(Title of Bidder/Proposer’s Authorized Agent) (Date)

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

Name of Bidder / Proposer's Firm: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta State: OH ZIP: 45895
Telephone: (419) 941-2233 Email: rknape@petersonconstructionco.com
Primes Base Bid $725,000.00
Name of Project: Digester Gas Conditioning Improvements Rebid

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Ebony Construction Inc
PEP-Certified Firm’s Tax ID#: 34-1520889
Scope of Work to Be Performed by Certified Firm: General Construction - Digester Gas Equipment

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
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<tr>
<td>Materials</td>
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<td>$34,500.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)

Robert K. Knapke
(Printed Name of Bidder/Proposer’s Authorized Agent)

Vice President 05/27/21
(Title of Bidder/Proposer’s Authorized Agent) (Date)

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

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

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

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

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

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

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

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

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

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

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

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

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

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

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

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

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

(Signature of Bidder/Offeror’s Authorized Agent)

Robert K. Knapke
(Printed Name of Bidder/Offeror’s Authorized Agent)

Peterson Construction Company
(Name of Bidder/Proposer’s Firm)

Vice President
(Printed Name of Bidder/Offeror’s Authorized Agent)

05/27/2021
(Date)
City Manager’s Report

From: 6450 - PW/Civil Engineering

Date: June 23, 2021

Expense Type: Other, (See Description Below)

Total Amount: $200.00 (Paid to City)

Supplier, Vendor, Company, Individual:
Name: Charles S. Barnhart
Address: 329 East First Street
Dayton, Ohio 45402

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-6450-27118-54 $200.00

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

Description:

SPECIAL USE PERMIT TO OPERATE OUTDOOR PATIO

The Department of Public Works requests permission for Charles S. Barnhart, being the owner of Lock 27 Brewing LLC to maintain and operate outdoor patio space adjacent to the current Lock 27 Brewing space on Don Crawford Plaza. The permit shall be effective only as long as Lock 27 Brewing has a valid operating lease in its adjacent space to operate its brewpub in the Delco Lofts building.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Signatures/Approval

Approved by City Commission

Division:

Department:

City Manager:

FORM NO. MS-16

Updated 06/2016
APPLICATION
For License or Privilege in Public
Way of the City of Dayton, Ohio

MAIL PERMIT TO:

NAME: Lock 27 Brewing
ADDRESS: 329 E 1st St
Dayton, OH 45402
PHONE NO.: 937 433-2739

The undersigned Charles S. Barnhart being the owner of Lock 27 Brewing, L.L.C and lessee of the following described premises, to wit: Being all or part of Lot No. _____ - N.A. _____ on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon Don Crawford Plaza in the City of Dayton and are known as No. - N.A. -) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to wit:

Maintain and operate a segmented outdoor patio on Don Crawford Plaza adjacent to it business location. Such operation will be for Lock 27 Brewing LLCs sole use and benefit, with the cost associated with the upkeep of the defined patio space to be borne by Lock 27 Brewing, L.L.C. The privilege and license granted herein to operate the patio space adjacent to the current Lock 27 Brewing space on Don Crawford Plaza shall be effective only as long as Lock 27 Brewing has valid operating lease in its adjacent space to operate its brewpub in the Delco Lofts building.

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $200.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and fencing, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereto this 12th day of Jan, 2021

Witnessed in our presence:

Charles S. Barnhart, CEO Lock 27 Brewing

Checked as to location and ownership:

Recommended for approval:

Approved as to form:

Approved by the Commission of the City of Dayton, Ohio,

Approved by:

Director of Public Works

Approved by:

City Manager

Clerk of the Commission
PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

____________________________________
Director of Public Works
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
February 25, 2021

TO:       Fred Stovall, Director  
Department of Public Works

FROM:    Michael Powell, Director  
Department of Water

SUBJECT: Special Privilege Permit No. 940624 – 329 E. First St.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- The attached drawing has no direction arrow to indicate which side of the building will house the proposed Patio installation.
- We have no objection to the Patio installation on the west side of the building as there are no water utilities located there.
- The east side of the building has 12” & 15” Storm Mains, the north side has a 24” Storm Main, and the south side has an 18” Storm Main. There is not sufficient clearance from water utilities on the three sides noted.
- The Department of Water requires a minimum 5’ horizontal clearance and a 12” vertical clearance from water utilities.
- Any damage to the Department of Water utilities will be repaired at the sole expense of the property owner or installing contractor.
- Please refer to the attached map for additional information.

If there are questions, please contact Ben Botkin at 333-2058.
March 14, 2021

TO: Fred Stovall, Director
    Public Works Department

FROM: Carl Daugherty, Zoning Administrator
      Dept. of Economic Development

SUBJECT: Special Privilege Permit No. 940624
          Lock 27—329 E. 1st St., Dayton, Ohio

With regard to the above-referenced special privilege permit request, the Div. of Zoning Administration has been aware of and participated in discussions which have led to this request. Accordingly, we have no objections to the outdoor patio’s placement along the north side of the building.

Thanks.

cc: Ford Weber
    Lisa Moell

Attachments
March 5, 2021

TO: Fred Stovall, Director
    Department of Public Works

FROM: Tony Kroeger, Planning Division Manager
      Department of Planning and Community Development

SUBJECT: Special Privilege Permit 940624 – 329 E. First Street

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

• Planning Staff has no objections to the proposed special privilege application on the north side of the Delco Lofts building, as it has been vetted with the nearby user of this space, the Dayton Dragons.

If you have questions, please contact me at ext. 3673.
City Manager’s Report

From 6210 - Police Director

Date June 23, 2021

Expense Type Service Agreement

Total Amount $312,189.28 (thru 12/31/2021)

Name Greater Dayton Regional Transit Authority

Address 4 South Main St.
Dayton, Ohio 45402

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-6210-22611-71 $312,189.28

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

Description

Community Based Police Officers
First Amendment to a Service Agreement

City Commission approval is requested for the City of Dayton Police Department to continue collaboration with the Greater Dayton Regional Transit Authority (RTA) as outlined in this new Agreement. RTA shall reimburse the City of Dayton for personnel and travel costs associated with the specialized overtime assignments of officers at the Downtown Transit Hub, Wright Stop Plaza, and the adjoining areas as defined in the contract.

This Agreement in the amount of $312,189.28 and the additional $32,000.00 for contingencies is a not to exceed total for the twelve (12) month term. This Agreement continues the Community Policing efforts requested by RTA and the collaborative efforts which have been ongoing since March 2005.

The Agreement shall be for the period of January 1, 2021 and end December 31, 2021.

The Law Department has approved the contract as to form and correctness.

The Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 06/2016
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name  Greater Dayton Regional Transit Authority (RTA)
Address  4 South Main St.  (Attn: Director of Procurement)
City  Dayton  State  Ohio  Zip+4  45402
Customer #  237182735  Address Type/Seq.  P-4
Federal ID#  23-7182735

Revenue Information: Fund  10000  Organization  6210  Revenue  22611  Program  71

Contract Information: Contract Start Date  01/01/2021  Contract Expiration Date  12/31/2021

Billing Information: Rate: Off. $66.68  Arrears X  Pre-bill
Shift Diff. $1.28
Monthly (1st month of billing) August for July Services
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain) $312,189.28 and contingency portion $32,000.00
Rate Change Date
Rate Change Amount

Description of Services (wording on invoice): Provide security services at the downtown hub and adjoining areas as defined in contract.

Departmental Approval

E-SIGNED by Matt Carper on 2021-06-11 12:04:01 GMT

TO BE COMPLETED BY FINANCE

Revenue Contract Number  S-2735  Auditor  DBillig  Date  06-11-2021

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

M.W.  D.A.Q.
FIRST AMENDMENT TO THE AGREEMENT BETWEEN
AND THE CITY OF DAYTON, OH

This First Amendment to the original Agreement (hereinafter “Agreement”) between the Greater Dayton Regional Transit Authority (hereinafter referred to as the “RTA”) and the City of Dayton, Ohio (hereinafter “City”), is effective 2021.

WHEREAS, the RTA and the City entered into the Agreement effective January 1, 2021 ("Original Agreement"); and

WHEREAS, the parties now desire to amend the Agreement. The parties have agreed upon terms and conditions under which the Agreement shall be amended and further desire to reduce such terms and conditions to writing.

NOW, THEREFORE, in consideration of the mutual covenants and warranties contained herein, the parties agree as follows:

Replace Section 1, 2, & 6 with the following:

1. RTA, through its duly authorized representative, requests the services of two (2) Dayton City Police Officers to provide police services at Wright Stop Plaza and the RTA Downtown Transit Hub. The Police Officers assigned hereunder shall work the following hours unless otherwise mutually agreed in writing by both parties. Said hours of work are meant to include any contract-related jail book-in time, but is to exclude related court time.

<table>
<thead>
<tr>
<th>COVERAGE CHART</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2 Police Officers)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAY</th>
<th>SHIFT</th>
<th>HOURS</th>
<th>TOTAL HOURS/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Friday</td>
<td>a.m. RTA Transit hub/Wright Stop Plaza</td>
<td>30</td>
<td>1560/pd $104,020.80</td>
</tr>
<tr>
<td></td>
<td>p.m. RTA Transit hub/Wright Stop Plaza</td>
<td>40</td>
<td>2080/pd $141,356.80</td>
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<tr>
<td>Saturday</td>
<td>p.m. RTA Transit hub/Wright Stop Plaza</td>
<td>8</td>
<td>416/pd $28,271.36</td>
</tr>
<tr>
<td>Travel</td>
<td>Estimated</td>
<td>.5/shift</td>
<td>572/pd $38,540.32</td>
</tr>
</tbody>
</table>

2. This Agreement shall be effective January 1, 2021 and shall terminate December 31, 2021, or when funds are expended, whichever comes first.

6. RTA shall pay for services provided hereunder at the per hour rate, identified by the then active labor agreement as defined below, for each Police Officer assigned, not to exceed a maximum aggregate of $312,189.28 and $32,000 contingency from January 1, 2021 to December 31, 2021, a period of twelve (12) months.
Said rates listed above reflect an amount equal to 1-1/2 times the estimated future regular hourly rate of pay as established by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. RTA agrees to pay any increase in the foregoing hourly rates necessitated by negotiation of a new labor agreement or regulation, order or law binding upon the City. "Fringe benefits", as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

The City will invoice RTA for payment of the actual services provided. Invoices are to be submitted no less than on a monthly basis showing actual hours worked by each Police Officer and/or the assigned replacement Police Officer to the Director of Security. Payment is due upon receipt of an invoice and RTA will make payment to the City no more than ten (10) days after receipt.

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

WITNESSED BY:

[Signature]
Witness

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

[Signature]
Robert Ruzinsky, CEO

CITY OF DAYTON, OHIO

______________________________
City Manager

APPROVED BY:

E-SIGNED by Matt Carper on 2021-06-11 12:04:12 GMT

______________________________
Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

5/6/2021

X John Musto for
City Attorney

Signed by: Musto, John
APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:

___________________________, 2021

Min./Bk. _______  Pg. __________

______________________________

CLERK OF THE COMMISSION
### January-Dec

2021 (same as 2020 no rate increase w/Fringe updates)

<table>
<thead>
<tr>
<th>2021 hrs requested by customer</th>
<th>Jan-Dec. a.m.</th>
<th>Jan-Dec. p.m.2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday thru Friday a.m.</td>
<td>66.68</td>
<td>67.96</td>
</tr>
<tr>
<td>1560</td>
<td></td>
<td>$ 104,020.80</td>
</tr>
<tr>
<td>Monday thru Friday p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2080</td>
<td></td>
<td>$ 141,356.80</td>
</tr>
<tr>
<td>Saturday hub and Orbits in Hts p.m.</td>
<td>416</td>
<td>$ 28,271.36</td>
</tr>
<tr>
<td>4056</td>
<td></td>
<td>$ 273,648.96</td>
</tr>
<tr>
<td>Maximum travel beyond scheduled hours; max of 30 minutes per shift per officer</td>
<td>260</td>
<td>$ 17,336.80</td>
</tr>
<tr>
<td>260</td>
<td></td>
<td>$ 17,669.60</td>
</tr>
<tr>
<td>52</td>
<td></td>
<td>$ 3,533.92</td>
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<tr>
<td>572</td>
<td></td>
<td>$ 38,540.32</td>
</tr>
<tr>
<td>4628</td>
<td></td>
<td>$ 312,189.28</td>
</tr>
</tbody>
</table>

Regular pay
- Officer: $33.80
- Sgt: $39.20
- Lt: $45.46
- PEA: $22.29
- 1.50 Hr: $50.70
- 1.93 Hr: $58.80
- 2.25 Hr: $66.19
- 3.50 Hr: $33.44
- 0.98 Hr: $51.68
- 1.68 Hr: $59.78
- 2.38 Hr: $69.17
- 4.14 Hr: $34.41

Pension: 19.50% = $9.89, 11.47, 13.30, 4.68

Workers compensation: 2.50% = $1.27, 1.47, 1.70, 0.84

Unemployment: 0.20% = $0.10, 0.12, 0.14, 0.07

Medicare: 1.45% = $0.74, 0.85, 0.99, 0.48

Termination: 1.60% = $0.81, 0.94, 1.09, 0.53

Total Fringes: $12.80, 14.85, 17.22, 6.60

Note not all fringes are used in computing business contract OT

OT-Fringes:
- Officer: $63.50
- Sgt: $73.65
- Lt: $85.41
- PEA: $40.04

Nite Diff.added non contract: $54.72

105.00% Admin fee: $66.68

Nite Diff.added: $67.96

Beginning in 2005 add shift differential to all evening/late nite activities, ie; highway, basketball, etc., in effort to recoup when personnel work o.t. & assigned shift makes them eligible

<table>
<thead>
<tr>
<th>0.65</th>
<th>0.98</th>
<th>1.22</th>
<th>1.28</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift differential</td>
<td>overtime</td>
<td>Nite diff</td>
<td>includes fringes of 25.3%</td>
</tr>
</tbody>
</table>

is the indirect cost rate, however has never been utilized in contractual or grant of
AGREEMENT

This Agreement, made and entered on this 25th day of December, 2020, by and between the City of Dayton, Ohio (hereinafter referred to as the "City"), and the Greater Dayton Regional Transit Authority (hereinafter referred to as the "RTA").

WITNESSETH:

Whereas, the RTA desires City of Dayton Police Officers to provide general police services and to respond to altercations, fare disputes, assaults and other breaches of the peace;

Whereas, the presence of patrol officers providing policing services at the RTA Downtown Transit Hub, Wright Stop Plaza and the immediate area, as defined in the attached Exhibit “A”, has proven beneficial to the residents, employees and citizens of Dayton in the past; and

Whereas, the City is capable and willing to provide the requested services; now, therefore,

In consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. RTA, through its duly authorized representative, requests the services of two (2) Dayton City Police Officers to provide police services at Wright Stop Plaza and the RTA Downtown Transit Hub. The Police Officers assigned hereunder shall work the following hours unless otherwise mutually agreed in writing by both parties. Said hours of work are meant to include any contract-related jail book-in time, but is to exclude related court time.

<table>
<thead>
<tr>
<th>DAY</th>
<th>SHIFT</th>
<th>HOURS</th>
<th>TOTAL HOURS/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Friday</td>
<td>a.m. RTA Transit hub/Wright Stop Plaza</td>
<td>30</td>
<td>780/pd</td>
</tr>
<tr>
<td></td>
<td>p.m. RTA Transit hub/Wright Stop Plaza</td>
<td>40</td>
<td>1040/pd</td>
</tr>
<tr>
<td>Saturday</td>
<td>p.m. RTA Transit hub/Wright Stop Plaza</td>
<td>8</td>
<td>208/pd</td>
</tr>
<tr>
<td>Travel</td>
<td>Estimated</td>
<td>.5/shift</td>
<td>286/pd</td>
</tr>
</tbody>
</table>

2. This Agreement shall be effective January 1, 2021 and shall terminate June 30, 2021, or when funds are expended, whichever comes first.

3. All Police Officers provided by the City pursuant to this Agreement shall remain subject to the authority of the City’s Chief of Police and shall act and respond in accordance with the City’s established procedures, rules and regulations.
4. It is expressly understood and agreed to by the RTA that no further use will be made of the assigned Police Officers without the express authorization of the City’s Chief of Police or his duly authorized designee. The parties agree that the Police Officers assigned pursuant to this Agreement shall not be representatives, agents or employees of RTA.

5. It is expressly understood and agreed by both parties that the Police Officers assigned under this Agreement shall report any and all RTA security activities directly to the appropriate Dayton police supervisor.

6. RTA shall pay for services provided hereunder at the per hour rate, identified by the then active labor agreement as defined below, for each Police Officer assigned, not to exceed a maximum aggregate of $159,178.50 and $16,000.00 contingency from January 1, 2021 to June 30, 2021, a period of six (6) months. Said rates listed above reflect an amount equal to 1-1/2 times the estimated future regular hourly rate of pay as established by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. RTA agrees to pay any increase in the foregoing hourly rates necessitated by negotiation of a new labor agreement or regulation, order or law binding upon the City. "Fringe benefits", as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

The City will invoice RTA for payment of the actual services provided. Invoices are to be submitted no less than on a monthly basis showing actual hours worked by each Police Officer and/or the assigned replacement Police Officer to the Director of Security. Payment is due upon receipt of an invoice and RTA will make payment to the City no more than ten (10) days after receipt.

7. RTA will provide telephone services to City police personnel assigned hereunder while performing duties. RTA shall pay all charges and costs for all utilities associated with the duties discharged herein. In addition, RTA if available, may make office space available to the Police Officers assigned hereunder, as a community-based police station, free of any rent, charge or other cost for such occupancy and use.

8. The City agrees that it will restrict Police Officers assigned hereunder from being diverted from the Central Business District to perform other police work, unless said Police Officers are responding to a Priority 1 call. The RTA will not be responsible for payment during the time, if a Police Officer is called to a Priority 1 call.

9. The City or RTA may terminate this Agreement upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. In the event this Agreement is terminated, RTA shall be relieved of any obligation to pay for any services performed or expenses incurred subsequent to the effective date of termination, and the City will be relieved of performing services and incurring expenses subsequent to the effective date of termination.

10. The City and RTA may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of
the City and RTA, is approved by the Chief of Police and the City Manager, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio, and/or the Greater Dayton RTA Board.

11. This Agreement represents the entire Agreement between the City and RTA. 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.

12. 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.

13. The City shall maintain detailed monthly incident reports of all police activities performed by the Police Officers assigned hereunder. Said incident reports shall be provided to RTA monthly in manner acceptable to both parties.

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

WITNESSED BY:

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

Mark Donaghy, CEO

CITY OF DAYTON, OHIO

APPROVED BY:

Director and Chief of Police

APPROVED AS TO FORM AND CORRECTNESS:

12/1/2020

John Musto for

City Attorney

Signed by: Musto, John

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

December 14, 2020

Min./Bk. I-14 Pg. 4
From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name Butler Township
Address 3510 Sudachi Drive
Dayton, Ohio 45414

Date June 23, 2021
Expense Type Other, (See Description Below)
Total Amount $184,396.76 thru 12-31-2021

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Fund</td>
<td>16300-2600-1224-41</td>
<td>$184,396.76</td>
</tr>
</tbody>
</table>

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

Description

Airport TIF Site Annual Compensation Payment

The Department of Economic Development is requesting approval to disburse the annual compensation payment to the Butler Township for the 2020 tax year. This compensation payment is based on municipal income taxes generated within the Airport Tax Increment Financing Site ("Airport TIF Site"). The Airport TIF Site was established by Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, and the compensation payment is pursuant to a Compensation Agreement entered into by the City and Butler Township on or about February 21, 2018.

The Compensation Agreement provides that the annual school compensation payment shall be equal to thirty-three and one-third percent (33 1/3%) of the income taxes levied and collected by the City in the Airport TIF Site during the applicable tax year.

A Certificate of Funds for $184,396.76 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016
## SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Fund Code</th>
<th>Agency Code</th>
<th>Program Code</th>
<th>Activity Code</th>
<th>Location Code</th>
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<tbody>
<tr>
<td>Contract Start Date</td>
<td>3/27/2018</td>
<td>16300 - 2600 - 1224 - 41 -</td>
<td></td>
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<td></td>
<td></td>
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<td>Expiration Date</td>
<td>12/31/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$184,396.76</td>
<td>XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Initial Encumbrance</td>
<td>$184,396.76</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

## 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:** 6/15/2021

**CF Prepared by:**

**Date:** 6/14/2021

**CF/CT Number:** CT21-2766

**October 18, 2011**
City Manager's Report

From 2800 - Economic Development

Supplier, Vendor, Company, Individual  
Butler Township

Address 3510 Sudachi Drive  
Dayton, Ohio 45414

Date December 16, 2020

Expense Type Other, (See Description Below)

Total Amount $27,083.13 thru 12-31-2020

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Fund</td>
<td>16300-2800-1224-41</td>
<td>$27,083.13</td>
</tr>
</tbody>
</table>

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

Description

Airport TIF Site Annual Compensation Payment

The Department of Economic Development is requesting approval to disburse the annual compensation payment to the Butler Township for the 2019 tax year. This compensation payment is based on municipal income taxes generated within the Airport Tax Increment Financing Site ("Airport TIF Site"). The Airport TIF Site was established by Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, and the compensation payment is pursuant to a Compensation Agreement entered into by the City and Butler Township on or about February 21, 2018.

The Compensation Agreement provides that the annual school compensation payment shall be equal to thirty-three and one-third percent (33 1/3%) of the income taxes levied and collected by the City in the Airport TIF Site during the applicable tax year.

A Certificate of Funds for $27,083.13 is attached.

Division  

Joseph P. Weber  

Department  

Joseph D. Parlette  

City Manager  

FORM NO. MS-16

Signatures/Approval  

Approved by City Commission  

Rachel LaRue  

Clerk  

December 16, 2020  

Date  

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>12/31/2020</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$ 27,083.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$ 27,083.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ 27,083.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original CT/CF</td>
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<td></td>
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<tr>
<td></td>
<td>Increase Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount: $ 27,083.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: 16300 - 2800 - 1224 - 41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code: X0000 - X000 - X000 - XX - XX - X000</td>
</tr>
</tbody>
</table>

Vendor Name: Butler Township
Vendor Address: 3510 Sudachi Drive, Dayton, Ohio 45414
Federal ID: 31-6000562
Commodity Code: 91849

Contact Person: Jill Bramini
Originating Department Director's Signature: [Signature]
Economic Development Department/Division 12/4/2020 Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 12/08/20

CF/CT Number: C790-2746
Finance Prepared by: [Signature]

October 18, 2011
FIRST AMENDMENT TO TOWNSHIP SERVICES AGREEMENT

THIS FIRST AMENDMENT TO TOWNSHIP SERVICES AGREEMENT ("First Amendment") is made as of December 15, 2020 by and between the CITY OF DAYTON, OHIO ("City"), and the TOWNSHIP OF BUTLER IN THE COUNTY OF MONTGOMERY ("Township") under the following circumstances:

WHEREAS, The Township and the City negotiated and entered into a Butler Township – Dayton Joint Economic Development District Contract ("JEDD Contract") creating and providing for the operation of a joint economic development district called the "Butler Township – Dayton Joint Economic Development District" ("JEDD") in accordance with the Ohio Revised Code ("O.R.C."); and,

WHEREAS, Pursuant to the Second Amendment to the JEDD Contract dated as of __________, 2018, the Township and the City removed from the Territory of the JEDD approximately 148 acres of real property, which real property is more fully described in Exhibit A hereto and depicted on the map in Exhibit B hereto (described in the Second Amendment to the JEDD Contract as the "Removed Property", and referred to herein as the "Service Property"); and,

WHEREAS, The Township and the City then entered into a Township Services Agreement ("Agreement") to provide for compensation to the Township for agreeing to remove the Service Property from the JEDD and executing the Second Amendment to the JEDD Contract; and,

WHEREAS, The parties now wish to amend the Agreement to adjust the date by which the Township Services payment is due.

NOW, THEREFORE, in consideration of the promises and benefits to each party, the receipt and sufficiency of which is hereby acknowledged, the City and the Township agree to amend the Agreement as follows:

1. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

Payment of Township Services Payment. The City’s obligation to pay the Township Services Payments shall not begin until the City receives Income Taxes with respect to the Service Property. For the tax year ending December 31, 2019, the City shall make the Township Services Payment by December 31, 2020. For the tax year ending December 31, 2020, and for each tax year thereafter that payments are due, the City shall make the Township Services Payments to the Township by bank or cashier’s check or direct deposit by June 30th of the following year.

2. Except as amended hereby, all other provisions of the Agreement shall remain in full force and effect.

[Signature Pages Immediately Follow]
IN WITNES WHEREOF, the Township and the City have caused this First Amendment
to Township Services Agreement to be duly signed in their respective names by their duly
authorized officers as of the date hereimbefore written.

TOWNSHIP OF BUTLER

By: [Signature]
Name: [Signature]
Title: [Title]

APPROVED BY THE TOWNSHIP TRUSTEES
OF THE TOWNSHIP OF BUTLER,
MONTGOMERY COUNTY, OHIO:

November 10th, 2020

Resolution No. motion 4 vote

Fiscal Officer
IN WITNES WHEREOF, the Township and the City have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

CITY OF DAYTON, OHIO

By: [Signature]
Name: C. Toshea Edmon
Title: Deputy City Manager

**No Commission Action Required**

APPROVED AS TO FORM
AND CORRECTNESS:

12/3/2020

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia
SECOND AMENDMENT TO THE BUTLER TOWNSHIP–DAYTON JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Second Amendment to the Butler Township–Dayton Joint Economic Development District Contract (this “Amendment”) is made as of March 6, 2018 by and between the CITY OF DAYTON (the “City”), and the TOWNSHIP OF BUTLER IN THE COUNTY OF MONTGOMERY (the “Township”) under the following circumstances:

A. The Township and the City negotiated and entered into a Butler Township – Dayton Joint Economic Development District Contract (the “Contract”) creating and providing for the operation of a joint economic development district called the “Butler Township – Dayton Joint Economic Development District” (the “JEDD”) in accordance with the Ohio Revised Code (the “O.R.C.”); and,

B. The Township and the City amended the Contract as of June 25, 2007 (the “First Amendment”) to modify the requirements in the Contract with respect to quorum for meetings of the Board of Directors of the JEDD; and,

C. Section 5 of the Contract provides that the Contract may be amended from time to time to remove area from the Territory (as defined in the Contract) of the JEDD; and,

D. Section 15 of the Contract provides that the Contract may be amended by the Township and the City only in a writing approved by the respective legislative authorities of the City and the Township by appropriate legislation authorizing the amendment; and,

E. The Township and the City believe that it is in the best interest of the JEDD to authorize this Amendment and remove from the Territory of the JEDD approximately 148 acres of real property which real property is more fully described in Exhibit A hereto and depicted on the map in Exhibit B hereto (the “Removed Property”); and,

F. The Township and the City each held a public hearing prior to approving this Amendment in accordance with the requirements of O.R.C. Section 715.72(L); and,

G. To induce the Township to enter into this Amendment, the City and the Township have, concurrently with the execution of this Amendment, entered into the Township Services Agreement, the form of which is attached as Exhibit C hereto (the “Township Services Agreement”), pursuant to which the City has agreed to pay to the Township the Township Services Payment, as described in the Township Services Agreement.

NOW, THEREFORE, in consideration of the promises and benefits to each party under the Township Services Agreement, the City and the Township agree as follows:

1. The real property more fully described in Exhibit A hereto and depicted on the map in Exhibit B hereto (the “Removed Property”) is hereby removed from the Territory of the JEDD and is no longer be subject to the Contract or the JEDD for any purpose whatsoever.

2. All other terms of the Contract not modified by this Amendment shall remain in full force and effect.

[Signature Pages Immediately Follow]
IN WITNESS WHEREOF, the Township and the City have caused this Amendment to be duly signed in their respective names by their duly authorized officers as of the date hereinafter written.

TOWNSHIP OF BUTLER

By:  

Name:  

Title:  

APPROVED BY THE TOWNSHIP TRUSTEES
OF THE TOWNSHIP OF BUTLER,
MONTGOMERY COUNTY, OHIO:

February 12, 2018

Resolution No. 18-05

Fiscal Officer

[Township Signature Page to Second Amendment to Butler Township–Dayton JEDD Agreement]
IN WITNES WHEREOF, the Township and the City have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

CITY OF DAYTON, OHIO

By:  
Name: Tammi L. Clements  
Title: Deputy City Manager

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

_________________________, 2018

Ordinance No. __________________________

______________________________
Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

__________________________
City Attorney
City of Dayton

[City Signature Page to Township Services Agreement]
EXHIBIT A
TO THE
SECOND AMENDMENT
Description of Removed Property

Address: Dog Leg Road, Dayton, OH 45377
Tax ID: Parcels A01200206 0006
        A01200206 0007
        A01200206 0008
        A01200206 0009
        A01200206 0010
        A01200206 0011
        A01200206 0022
EXHIBIT B
TO THE
SECOND AMENDMENT

Map of Removed Property
Butler Township Government Center

RESOLUTION NO. 18-05

AUTHORIZING THE SECOND AMENDMENT TO THE BUTLER TOWNSHIP-
DAYTON JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
BETWEEN THE TOWNSHIP AND THE CITY OF DAYTON

WHEREAS, the Township and the City of Dayton have maintained a continued
partnership through the Butler Township - City of Dayton Joint Economic Development
District (the "JEDD") Contract dated September 29, 2006 (the "Contract");

WHEREAS, Section 715.72 of the Revised Code provides that a contract creating
a joint economic development district may be amended to remove area from the district;

WHEREAS, the Township and the City of Dayton desire to amend the Contract
to remove certain real property previously annexed to the City from the JEDD as more
fully described in the Second Amendment to the Contract attached as Exhibit A.

WHEREAS, this Board held a public hearing concerning the Second Amendment
to the Contract on February 12, 2018 at 3780 Little York Road, Dayton, Ohio.

WHEREAS, the City Commission held a public hearing concerning the Second
Amendment to the Contract on February 7, 2018, at 101 W. Third Street, Dayton, Ohio.

WHEREAS, this Board provided at least thirty days' public notice of the time and
place of the public hearing conducted by this Board in The Daily Court Reporter, a
newspaper of general circulation within the Township and the City Commission
provided at least thirty days' public notice of the time and place of the public hearing
conducted by the Commission in The Dayton Daily News, a newspaper of general
circulation within the City.

WHEREAS, during the same thirty day period of public notice a copy of the
Second Amendment and a description of the area to be excluded from the JEDD,
including a map in sufficient detail to denote the specific boundaries, zoning
restrictions, and parcel number of the area to be removed from the JEDD were available
for public inspection in the office of the Fiscal Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES
OF THE TOWNSHIP OF BUTLER, COUNTY OF MONTGOMERY, OHIO, THAT:
SECTION 1. Second Amendment. The form of Second Amendment to the Contract attached as Exhibit A to remove certain property previously annexed by the City of Dayton from the JEDD is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this resolution and not substantially adverse to the Township and which shall be approved by the Township Administrator. The Township Administrator, for and in the name of the Township, is hereby authorized to execute and deliver the Second Amendment in substantially that form, provided that the approval of changes thereto by that officer, and the character of those changes as not being substantially adverse to the Township, shall be evidenced conclusively by the execution thereof by that officer.

SECTION 2. Further Authorizations. This Board hereby authorizes the Township Administrator or other appropriate officers of the Township to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this resolution.

SECTION 3. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board or its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 4. Effective Date. This Resolution shall be effective from and after the date of its adoption.

BUTLER TOWNSHIP BOARD OF TRUSTEES

Michael Lang

Kenneth M. Betz

Joseph E. Flanagan Jr.

I hereby certify that Resolution 18-05 was adopted by the Butler Township Board of Trustees at their meeting held on February 12, 2018.

Mark Adams, Fiscal Officer
EXHIBIT C
TO THE
SECOND AMENDMENT

Form of Township Services Agreement

[Insert or Attach]
TOWNSHIP SERVICES AGREEMENT

This Township Services Agreement (this “Agreement”) is made as of ____________, 2018 by and between the CITY OF DAYTON (the “City”), and the TOWNSHIP OF BUTLER IN THE COUNTY OF MONTGOMERY (the “Township”) under the following circumstances:

A. The Township and the City negotiated and entered into a Butler Township – Dayton Joint Economic Development District Contract (the “Contract”) creating and providing for the operation of a joint economic development district called the “Butler Township – Dayton Joint Economic Development District” (the “JEDD”) in accordance with the Ohio Revised Code (the “O.R.C.”); and

B. Pursuant to the Second Amendment to the Contract dated as of ____________, 2018, the Township and the City removed from the Territory of the JEDD approximately 148 acres of real property which real property is more fully described in Exhibit A hereto and depicted on the map in Exhibit B hereto (described in the Second Amendment to the Contract as the “Removed Property”, and referred to herein as the “Service Property”); and

C. The Township and the City desire to enter into this Agreement to provide for compensation to the Township for agreeing to remove the Service Property from the JEDD and executing the Second Amendment to the Contract, which compensation is intended to approximate the amount that the Township would have received from the JEDD with respect to the Service Property if the Service Property had not been removed from the JEDD.

NOW, THEREFORE, in consideration of the promises and benefits to each party, the receipt and sufficiency of which is hereby acknowledged, the City and the Township agree as follows:

Section 1. Obligation to Make Township Services Payment. In consideration for the Township’s approval of the Second Amendment to the Contract, the City agrees to pay annual compensation payments to the Township (the “Township Services Payments”), but solely from municipal income taxes received by the City with respect to the Service Property (the “Income Taxes”).

The Township Services Payments shall equal the amounts due to the Township under Section 3 of this Agreement. The City shall transmit the Township Services Payments to the Township as provided in Section 2 of this Agreement. Township Services Payments due to the Township shall be made by the City solely from Income Taxes, and the City shall not be obligated to pay the Township any Township Services Payments from any other revenue source.

Section 2. Payment of Township Services Payment. The City’s obligation to pay the Township Services Payments shall not begin until the City receives Income Taxes with respect to the Service Property. The City shall make the Township Services Payments to the Township by bank or cashier’s check or direct deposit by December 31st of such year.

Section 3. Calculation of Township Services Payment. Each year, the Township Services Payment shall be equal to one-third of the total income taxes collected by the City from the Service Property, less half of the amount owed to the Board of Education of the Miami Valley Career Technology Center (“MVCTC”) pursuant to the agreement between the City and MVCTC.

Section 4. City’s Obligations are Limited. Nothing in this Agreement shall be construed or interpreted to pledge the full faith and credit of the City to make Township Services Payments under this Agreement, nor shall the City be obligated to make Township Services Payments in excess of the amount of Income Taxes it actually receives from the Service Property.
Section 5. Payment Without Demand. All Township Services Payments required to be made to the Township under this Agreement shall be made without demand or invoice by the Township.

Section 6. Resolution of Disputes. In the event the Township disputes the amount of the Township Services Payments paid by the City, the Township shall certify in writing to the City, within 30 days after receipt of the payment, the basis for the dispute and the amount that the Township claims is the correct amount of the Township Services Payments to be paid to the Township. Within 10 days of the City’s receipt of such notice, the City and the Township shall meet to discuss and resolve the dispute. In the event the Township and the City are unable to mutually agree on the amount of Township Services Payments, the parties shall next seek a third party mediator, sufficiently knowledgeable in calculating municipal income tax collections, to settle the dispute, and the mediator shall determine the amount of the Township Services Payment to be made by the City (“Mediated Township Services Payment”). The City shall then pay the Mediated Township Services Payment to the Township within 30 days after the final mediation or after the mediator issues his/her written decision if a decision is not made at the final mediation, provided that nothing contained in this Section 6 shall limit either the Township’s or the City’s ability, after payment and receipt of such Mediated Township Services Payment, to seek recovery of amounts deemed overpaid or underpaid. The mediator has the authority to allocate the costs of mediation, including attorney fees, in his/her decision. If the mediator does not allocate such costs, then the City and the Township shall each pay their own costs. Notwithstanding the above, the City shall pay to the Township any undisputed amounts in accordance with Section 3 of this Agreement.

Section 7. Township Services. For so long as the City makes the Township Services Payments, the Township agrees to provide fire, emergency medical and police services to the Service Property. The Township may suspend such services during any period that the City is delinquent in making the Township Services Payment and the City shall provide such services in lieu of the Township.

Section 8. Effective Date; Duration of Agreement. This Agreement shall become effective on the date first written above. This Agreement shall expire upon the end of the Contract.

Section 9. Entire Agreement; Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The Township acknowledges and agrees that this Agreement does not constitute a compensation agreement contemplated by O.R.C. Section 5709.82(B)(1), and the Township expressly waives any and all compensation under O.R.C. Section 5709.82 with respect to the Service Property.

Section 10. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:

City of Dayton
James M Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attention: Director of Aviation
With a Copy To:

Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
Attention: J. Caleb Bell, Esq.

If to the Township:

Butler Township
3510 Sudachi Drive
Dayton, Ohio 45414
Attention: Township Administrator

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

Section 11. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Township and the City and their respective permitted successors and assigns. This Agreement may not be assigned by the City without the prior written consent of the Township, except to any successor entity as a result of a consolidation or merger, which consent shall not be unreasonably withheld.

Section 12. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement and approved by the legislative bodies of the Township and the City, if required.

Section 13. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 15. Authority to Sign. Each of the City and the Township represents that the officer executing this Agreement is duly authorized, that each of the City and the Township has the authority to carry out this Agreement, and that this Agreement shall be binding upon each of the City and the Township in accordance with its terms.

[Signature Pages Immediately Follow]
IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF BUTLER

By: [Signature]
Name: [Name]
Title: [Title]

APPROVED BY THE TOWNSHIP TRUSTEES
OF THE TOWNSHIP OF BUTLER,
MONTGOMERY COUNTY, OHIO:

[Signature]
February 12, 2018

Resolution No. 18-060

Fiscal Officer

[Township Signature Page to the Township Services Agreement]
IN WITNES WHEREOF, the Township and the City have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

CITY OF DAYTON, OHIO

By: __________________________

Name: Tammi L. Clements
Title: Deputy City Manager

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

__________________________, 2018

Ordinance No. ______________________

Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

________________________
City Attorney
City of Dayton

February 13, 2018 Min. Book T-15, Page 1195

Rashida Sauri
CLERK OF THE COMMISSION

[City Signature Page to Township Services Agreement]
FISCAL OFFICER'S CERTIFICATE

The undersigned Fiscal Officer of the City of Dayton, Ohio, hereby certifies that the money required to meet the obligations of the City of Dayton, Ohio under the attached agreement during the year 2018 has been lawfully appropriated by the Commission of the City for those purposes and is in the treasury of the City or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: 3-15, 2018

[Signature]
Director of Finance
City of Dayton, Ohio

[Fiscal Officer Certificate to Township Services Agreement]
EXHIBIT A
TO THE
TOWNSHIP SERVICES AGREEMENT

Description of Service Property

Address: Dog Leg Road, Dayton, OH 45377
Tax ID: Parcels A01200206 0006
A01200206 0007
A01200206 0008
A01200206 0009
A01200206 0010
A01200206 0011
A01200206 0022
Land Description

Site Plan

Dog Leg Road Frontage = 4,732\'-
Union Arbor Park Blvd Frontage = 2,876\'-

Dimensions with +/- based on GIS Measurements

W/S Dog Leg Road - 148.82 Acres Land
Butler Township Government Center

RESOLUTION NO. 18-06

AUTHORIZING THE TOWNSHIP SERVICES AGREEMENT BETWEEN THE TOWNSHIP AND THE CITY OF DAYTON

WHEREAS, the Township and the City of Dayton have maintained a continued partnership through the Butler Township – City of Dayton Joint Economic Development District (the “JEDD”) Contract dated September 29, 2006 (the “Contract”);

WHEREAS, this Board has approved an amendment to the Butler Township – City of Dayton Joint Economic Development District (the “JEDD”) Contract dated September 29, 2006, which removed certain real property that has previously been annexed to the City from the JEDD (the “Service Property”).

WHEREAS, the Township and the City find it mutually beneficial to enter into a Township Services Agreement, a form of which is attached as Exhibit A, pursuant to which the City will make certain payments and the Township will provide fire, emergency medical and police services to the Service Payment to compensate the Township for the services the Township will provide to the Service Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF BUTLER, COUNTY OF MONTGOMERY, OHIO, THAT:

SECTION 1. Township Services Agreement. The form of Township Services Agreement attached as Exhibit A is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this resolution and not substantially adverse to the Township and which shall be approved by the Township Administrator. The Township Administrator, for and in the name of the Township, is hereby authorized to execute and deliver the Township Services Agreement in substantially that form along with any amendments thereto, provided that the approval of changes and amendments thereto by that officer, and the character of those changes and amendments as not being substantially adverse to the Township, shall be evidenced conclusively by the execution thereof by that officer.

SECTION 2. Further Authorizations. This Board hereby authorizes the Township Administrator or other appropriate officers of the Township to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this resolution.
SECTION 3. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board or its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 4. Effective Date. This Resolution shall be effective from and after the date of its adoption.

BUTLER TOWNSHIP BOARD OF TRUSTEES

Michael Lang
Kenneth M. Betz
Joseph E. Flanagan Jr.

I hereby certify that Resolution 18-06 was adopted by the Butler Township Board of Trustees at their meeting held on February 12, 2018.

Mark Adams, Fiscal Officer
TOWNSHIP SERVICES AGREEMENT

This Township Services Agreement (this "Agreement") is made as of [date], 2018 by and between the CITY OF DAYTON (the "City"), and the TOWNSHIP OF BUTLER IN THE COUNTY OF MONTGOMERY (the "Township") under the following circumstances:

A. The Township and the City negotiated and entered into a Butler Township – Dayton Joint Economic Development District Contract (the "Contract") creating and providing for the operation of a joint economic development district called the "Butler Township – Dayton Joint Economic Development District" (the "JEDD") in accordance with the Ohio Revised Code (the "O.R.C."); and

B. Pursuant to the Second Amendment to the Contract dated as of [date], 2018, the Township and the City removed from the Territory of the JEDD approximately 148 acres of real property which real property is more fully described in Exhibit A hereto and depicted on the map in Exhibit B hereto (described in the Second Amendment to the Contract as the "Removed Property", and referred to herein as the "Service Property"); and

C. The Township and the City desire to enter into this Agreement to provide for compensation to the Township for agreeing to remove the Service Property from the JEDD and executing the Second Amendment to the Contract, which compensation is intended to approximate the amount that the Township would have received from the JEDD with respect to the Service Property if the Service Property had not been removed from the JEDD.

NOW, THEREFORE, in consideration of the promises and benefits to each party, the receipt and sufficiency of which is hereby acknowledged, the City and the Township agree as follows:

Section 1. Obligation to Make Township Services Payment. In consideration for the Township’s approval of the Second Amendment to the Contract, the City agrees to pay annual compensation payments to the Township (the “Township Services Payments”), but solely from municipal income taxes received by the City with respect to the Service Property (the “Income Taxes”).

The Township Services Payments shall equal the amounts due to the Township under Section 3 of this Agreement. The City shall transmit the Township Services Payments to the Township as provided in Section 2 of this Agreement. Township Services Payments due to the Township shall be made by the City solely from Income Taxes, and the City shall not be obligated to pay the Township any Township Services Payments from any other revenue source.

Section 2. Payment of Township Services Payment. The City’s obligation to pay the Township Services Payments shall not begin until the City receives Income Taxes with respect to the Service Property. The City shall make the Township Services Payments to the Township by bank or cashier’s check or direct deposit by December 31st of such year.

Section 3. Calculation of Township Services Payment. Each year, the Township Services Payment shall be equal to one-third of the total income taxes collected by the City from the Service Property, less half of the amount owed to the Board of Education of the Miami Valley Career Technology Center ("MVCTC") pursuant to the agreement between the City and MVCTC.

Section 4. City’s Obligations are Limited. Nothing in this Agreement shall be construed or interpreted to pledge the full faith and credit of the City to make Township Services Payments under this Agreement, nor shall the City be obligated to make Township Services Payments in excess of the amount of Income Taxes it actually receives from the Service Property.
Section 5. **Payment Without Demand.** All Township Services Payments required to be made to the Township under this Agreement shall be made without demand or invoice by the Township.

Section 6. **Resolution of Disputes.** In the event the Township disputes the amount of the Township Services Payments paid by the City, the Township shall certify in writing to the City, within 30 days after receipt of the payment, the basis for the dispute and the amount that the Township claims is the correct amount of the Township Services Payments to be paid to the Township. Within 10 days of the City’s receipt of such notice, the City and the Township shall meet to discuss and resolve the dispute. In the event the Township and the City are unable to mutually agree on the amount of Township Services Payments, the parties shall next seek a third party mediator, sufficiently knowledgeable in calculating municipal income tax collections, to settle the dispute, and the mediator shall determine the amount of the Township Services Payment to be made by the City ("Mediated Township Services Payment"). The City shall then pay the Mediated Township Services Payment to the Township within 30 days after the final mediation or after the mediator issues his/her written decision if a decision is not made at the final mediation, provided that nothing contained in this Section 6 shall limit either the Township’s or the City’s ability, after payment and receipt of such Mediated Township Services Payment, to seek recovery of amounts deemed overpaid or underpaid. The mediator has the authority to allocate the costs of mediation, including attorney fees, in his/her decision. If the mediator does not allocate such costs, then the City and the Township shall each pay their own costs. Notwithstanding the above, the City shall pay to the Township any undisputed amounts in accordance with Section 3 of this Agreement.

Section 7. **Township Services.** For so long as the City makes the Township Services Payments, the Township agrees to provide fire, emergency medical and police services to the Service Property. The Township may suspend such services during any period that the City is delinquent in making the Township Services Payment and the City shall provide such services in lieu of the Township.

Section 8. **Effective Date; Duration of Agreement.** This Agreement shall become effective on the date first written above. This Agreement shall expire upon the end of the Contract.

Section 9. **Entire Agreement; Waiver of Notice.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The Township acknowledges and agrees that this Agreement does not constitute a compensation agreement contemplated by O.R.C. Section 5709.82(B)(1), and the Township expressly waives any and all compensation under O.R.C. Section 5709.82 with respect to the Service Property.

Section 10. **Notices.** All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:

City of Dayton
James M Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attention: Director of Aviation
With a Copy To:

Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
Attention: J. Caleb Bell, Esq.

If to the Township:

Butler Township
3510 Sudachi Drive
Dayton, Ohio 45414
Attention: Township Administrator

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

Section 11. **Assignment.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Township and the City and their respective permitted successors and assigns. This Agreement may not be assigned by the City without the prior written consent of the Township, except to any successor entity as a result of a consolidation or merger, which consent shall not be unreasonably withheld.

Section 12. **Amendment.** This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement and approved by the legislative bodies of the Township and the City, if required.

Section 13. **Severability of Provisions.** The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 15. **Authority to Sign.** Each of the City and the Township represents that the officer executing this Agreement is duly authorized, that each of the City and the Township has the authority to carry out this Agreement, and that this Agreement shall be binding upon each of the City and the Township in accordance with its terms.

[Signature Pages Immediately Follow]
IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereabove written.

TOWNSHIP OF BUTLER

By: ___________________________
Name: ___________________________
Title: ___________________________

APPROVED BY THE TOWNSHIP TRUSTEES
OF THE TOWNSHIP OF BUTLER,
MONTGOMERY COUNTY, OHIO:

_________________________ 2018

Resolution No. ___________________________

Fiscal Officer

[Township Signature Page to the Township Services Agreement]
IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

CITY OF DAYTON, OHIO

By: 
Name: Tammi L. Clements
Title: Deputy City Manager

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

_________________________ 2018

Ordinance No. ...........................

Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney
City of Dayton

[City Signature Page to Township Services Agreement]
FISCAL OFFICER'S CERTIFICATE

The undersigned Fiscal Officer of the City of Dayton, Ohio, hereby certifies that the money required to meet the obligations of the City of Dayton, Ohio under the attached agreement during the year 2018 has been lawfully appropriated by the Commission of the City for those purposes and is in the treasury of the City or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: 3/15/2018

[Signature]
Director of Finance
City of Dayton, Ohio

[Fiscal Officer Certificate to Township Services Agreement]
EXHIBIT A
TO THE
TOWNSHIP SERVICES AGREEMENT

Description of Service Property

Address: Dog Leg Road, Dayton, OH 45377
Tax ID: Parcels A01200206 0006
        A01200206 0007
        A01200206 0008
        A01200206 0009
        A01200206 0010
        A01200206 0011
        A01200206 0022
W/S Dog Leg Road - 146.82 Acres Land
AN ORDINANCE

Declaring the Improvement to Certain Parcels of Real Property in the City in Proximity to the James M. Cox Dayton International Airport to be a Public Purpose and Exempt From Taxation; Authorizing a Tax Increment Financing Agreement With NorthPoint Development, LLC; Authorizing Compensation Agreements With The Vandalia-Butler City School District and The Miami Valley Career Technology Center; and Declaring an Emergency.

WHEREAS, The City of Dayton, Ohio (the “City”) has prepared a strategy for development surrounding the James M. Cox Dayton International Airport, and as part of that strategy, the City has endeavored to work collaboratively with public entities, including the Vandalia-Butler City School District (the “School District”) and the Miami Valley Career Technology Center (the “MVCTC”), and private entities, including NorthPoint Development, LLC (the “Developer”) to facilitate the development of approximately 151 acres of real property identified and depicted on Exhibit A attached hereto (the “TIF Area”); and

WHEREAS, The City and the Developer have proposed to enter into a Development Agreement and other related agreements which generally provide for the development of the TIF Area and the construction of one or more commercial buildings on the TIF Area, together with related facilities and improvements including, but not necessarily limited to: landscaping, walkways, automobile parking, and other amenities and facilities necessary or required (the “Project”); and

WHEREAS, To facilitate the development on the TIF Area, including but not limited to the Project, the City Commission has determined pursuant to Ohio Revised Code Sections 5709.41, 5709.42, and 5709.43 (collectively, the “TIF Statutes”) to declare the improvement to parcels of real property located within the TIF Area to be a public purpose and exempt from taxation, require the Developer or any subsequent owner (collectively, an “Owner”) to make service payments in lieu of taxes only if an event of default under the TIF Agreement exists and continues, establish an urban redevelopment tax increment equivalent fund for the deposit of those service payments, if any, and provide for the compensation to the School District and the MVCTC; and

WHEREAS, Ohio Revised Code Section 5709.41 requires that the City hold fee title to the TIF Area prior to enacting this Ordinance; and
WHEREAS, Prior to the passage of this Ordinance, the City owns fee title to the TIF Area and the City will transfer title to the TIF Area to the Developer or its designee; and

WHEREAS, The School District and the MVCTC have received notice of the exemption proposed by this Ordinance in advance of the date on which this Ordinance is being passed, in accordance with Ohio Revised Code Sections 5709.41 and 5709.83; and

WHEREAS, Pursuant to a resolution of the Board of Education of the School District adopted on December 19, 2017, the School District has approved the exemption granted by this Ordinance and waived the notice requirements of Ohio Revised Code Sections 5709.41, 5709.83 and 5715.27, on the condition that the City and the School District enter into an agreement compensating the School District for a portion of the real property taxes that the School District would have received but for the exemption; and

WHEREAS, Pursuant to a resolution of the Board of Education of the MVCTC adopted on December 12, 2017, the MVCTC has acknowledged and consented to the exemption granted by this Ordinance, and waived the notice requirements of Ohio Revised Code Sections 5709.41, 5709.83 and 5715.27, on the condition that the City and the MVCTC enter into an agreement compensating the MVCTC for a portion of the real property taxes that the MVCTC would have received but for the exemption; and

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Ordinance take effect at the earliest possible date in order to allow the Developer to begin work on the TIF Area; now, therefore,

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

Section 1.  TIF Area. The TIF Area subject to the exemption by this Ordinance is comprised of the parcels of real property identified and depicted in Exhibit A attached hereto (each, as currently or subsequently configured, individually, a “Parcel” and collectively, the “Parcels”). This Commission finds that the City acquired the Parcels while engaged in urban redevelopment.

Section 2.  Authorization of Tax Exemption. This Commission hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the acquisition of that Parcel by the City (which increase in assessed value is hereinafter referred to as the “Improvement”) as defined in Ohio Revised Code Section 5709.41), and is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the effective date of this Ordinance with respect to that Parcel and ending on the earlier of (a) the 15th anniversary of such commencement, or (b) the date that the exemption is otherwise terminated, all in accordance with the TIF Statutes.
Section 3. Service Payments and Property Tax Rollback Payments. So long as no Event of Default (as defined in the TIF Agreement) under the TIF Agreement exists and continues, the City shall not require any Owner to make Service Payments (as defined below). If an Event of Default under the TIF Agreement exists and continues with respect to a Parcel, the Owner of such Parcel shall be required to and shall make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Treasurer of Montgomery County, Ohio (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the “Service Payments”), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not subject to the exemption granted by this Ordinance. Any Service Payments, and any other payments with respect to each Improvement, that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be allocated and distributed in accordance with Section 6 of this Ordinance.

Section 4. TIF Fund. This Commission hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the Airport Urban Redevelopment Tax Increment Equivalent Fund (the “TIF Fund”). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to Ohio Revised Code Section 5709.42 shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance. The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City’s General Fund, all in accordance with Ohio Revised Code Section 5709.43.

Section 5. Urban Redevelopment Costs. Money deposited into the TIF Fund, if any, may be used to pay for or finance any costs authorized by the TIF Statutes, including but not limited to all costs enumerated in Ohio Revised Code Section 133.15(B), together with any costs hereafter designated by ordinance (collectively, the “Urban Redevelopment Costs”).

Section 6. Distributions. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments, if any, to the City for further deposit into the TIF Fund for (a) payment of Urban Redevelopment Costs, including, without limitation, debt charges on any securities of the City issued to pay or reimburse financing costs or Urban Redevelopment Costs, (b) remission to the School District in accordance with the School District Compensation Agreement and to the MVCTC in accordance with the MVCTC Compensation Agreement, and (c) for any other lawful purpose. All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.
Section 7. **TIF Agreement.** This Commission hereby approves the Tax Increment Financing Agreement between the City and the Developer in substantially the form currently on file with the Clerk of this Commission (the “TIF Agreement”), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the TIF Agreement. This Commission hereby authorizes and directs the City Manager or any other appropriate officer of the City to execute and deliver the TIF Agreement on behalf of the City.

Section 8. **Authorization of Compensation Agreements.** This Commission further hereby approves the compensation agreement between the City and the Board of Education of the School District in the form currently on file with the Clerk of this Commission (the “Vandalia-Butler City School District Compensation Agreement”), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the Vandalia-Butler City School District Compensation Agreement, and hereby authorizes the City Manager or any other appropriate officer of the City to execute and deliver the Vandalia-Butler City School District Compensation Agreement on behalf of the City. This Commission further hereby approves the compensation agreement between the City and the Board of Education of the MVCTC in the form currently on file with the Clerk of this Commission (the “MVCTC Compensation Agreement”, and together with the Vandalia-Butler City School District Compensation Agreement, the “Compensation Agreements”), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the MVCTC Compensation Agreement, and hereby authorizes the City Manager or any other appropriate officer of the City to execute and deliver the MVCTC Compensation Agreement on behalf of the City.

Section 9. **Income Tax Sharing.** This Commission hereby approves the sharing of municipal income tax collected with respect to the TIF Area in accordance with the terms of the Compensation Agreements.

Section 10. **Further Authorizations.** This Commission hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Planning and Community Development, the Clerk of this Commission or any other appropriate officers of the City to make such arrangements as are necessary and proper to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance. This Commission further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Planning and Community Development, the Clerk of this Commission or any other appropriate officers of the City to make such arrangements as are necessary and proper for the collection of Service Payments and the Property Tax Rollback Payments should any Event of Default under the TIF Agreement exist and continue.
Section 11. Tax Incentive Review Council. The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Section 5709.85 of the Ohio Revised Code, shall, in accordance with Section 5709.85 of the Ohio Revised Code, review annually all exemptions from real property taxation granted by this Ordinance and any other such matters as may properly come before that Council, all in accordance Ohio Revised Code Section 5709.85.

Section 12. Filings with Ohio Development Services Agency. Pursuant to Ohio Revised Code Section 5709.41(E), the Clerk of this Commission is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 2 remains in effect, the Director of Planning and Community Development or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under Ohio Revised Code Section 5709.41(E).

Section 13. Open Meetings. This Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this Commission, and that all deliberations of this Commission and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

Section 14. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City, due to the benefits resulting from the implementation of the Project, and the critical timing associated with the Project's construction; therefore, this Ordinance shall be in full force and effect immediately upon its passage; provided, however, Section 2 of this Ordinance is effective as to each Parcel commencing with the first tax year an Improvement to that Parcel attributable to a new structure appears on the tax list and duplicate.

PASSED BY THE COMMISSION........................., 2018

SIGNED BY THE MAYOR........January 3.............., 2018

Mayor of the City of Dayton, Ohio

ATTEST:

Rashida Lavender
Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
CERTIFICATE

The undersigned Clerk of the Commission hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the Commission of the City of Dayton, Ohio on December ______, 2018.

Clerk of the Commission
City of Dayton, Ohio
EXHIBIT A

TIF AREA

The TIF Area consists of the following Parcels: A01-00106-0056, A01-00206-0022, A01-00206-0006, A01-00206-0007, A01-00206-0008, A01-00206-0009, A01-00206-0010, and A01-00206-0011 (as they existed in the County Auditor's records on January 3, 2018), and are included for ease of reference only.

The TIF Area is also depicted on the attached map.
Site Plan

Dimensions with ± based on GIS Measurements

Dog Leg Road Frontage = 4,732'±-
Union Airpark Blvd Frontage = 2,878'±-

W/S Dog Leg Road - 148.82 Acres Land
City Manager’s Report

From 2600 - Economic Development

Supplier, Vendor, Company, Individual

Name Miami Valley Career Technology Center

Address 6800 Hoke Road
        Clayton, Ohio 45315

Date June 23, 2021

Expense Type Other, (See Description Below)

Total Amount $1,750.00 thru 12-31-2021

Fund Source(s) Fund Code(s) Fund Amount(s)
Development Fund 16300-2600-1224-41 $1,750.00

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

Description

Airport TIF Site Annual Compensation Payment

The Department of Economic Development is requesting approval to disburse the annual compensation payment to the Miami Valley Career Technology Center ("MVCTC") for the 2020 tax year. This compensation payment is based on municipal income taxes generated within the Airport Tax Increment Financing Site ("Airport TIF Site"). The Airport TIF Site was established by Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, and the compensation payment is pursuant to a Compensation Agreement entered into by the City and Miami Valley Career Technology Center on March 27, 2018.

The Compensation Agreement sets forth a formula for calculating the annual payment that is dependent on the value of the tax exemption the Airport TIF Site receives. Since the property is new construction, the exact value of the tax exemption is not yet calculable. Therefore, the City and MVCTC have agreed that this payment is an estimated payment, and that the payment for tax year 2021 will be increased or offset as necessary to account for the amount by which this payment is either above or below the amount MVCTC should receive.

A Certificate of Funds for $1,750.00 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
**CERTIFICATE OF FUNDS**

**SECTION I - to be completed by User Department**

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**Required Documentation**

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

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**Attach additional pages for more FOAPALS**

**Vendor Name:** Miami Valley Career Technology Center  
**Vendor Address:** 6800 Hoke Road Clayton Ohio 45315  
**Federal ID:** 31-0742818  
**Commodity Code:** 91849  
**Purpose:** School payment for 2020 payroll withholdings. Encumber with 2021 funds.

**Contact Person:** Jill Bramini  
**Economic Development Department/Division:**  
**Date:** 6/10/2021  
**Originating Department Director's Signature:**

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

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

**Finance Director Signature:**

**Date:** 6/15/2021  
**CF Prepared by:**  
**Date:** 6/4/2021  
**CF/CT Number:** CT21-2767  

October 18, 2011
City Manager's Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name Miami Valley Career Technology Center
Address 6800 Hoke Road
          Clayton, Ohio 45315
Date December 16, 2020
Expense Type Other, (See Description Below)
Total Amount $1,750.00 thru 12-31-2020

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

Description

Airport TIF Site Annual Compensation Payment

The Department of Economic Development is requesting approval to disburse the annual compensation payment to the Miami Valley Career Technology Center ("MVCTC") for the 2019 tax year. This compensation payment is based on municipal income taxes generated within the Airport Tax Increment Financing Site ("Airport TIF Site"). The Airport TIF Site was established by Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, and the compensation payment is pursuant to a Compensation Agreement entered into by the City and Miami Valley Career Technology Center on March 27, 2018.

The Compensation Agreement sets forth a formula for calculating the annual payment that is dependent on the value of the tax exemption the Airport TIF Site receives. Since the property is new construction, the exact value of the tax exemption is not yet calculable. Therefore, the City and MVCTC have agreed that this payment is an estimated payment, and that the payment for tax year 2020 will be increased or offset as necessary to account for the amount by which this payment is either above or below the amount MVCTC should receive.

A Certificate of Funds for $1,750.00 is attached.

Signatures/Approval

Division

Department

City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 8/2018
# CERTIFICATE OF FUNDS

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**Required Documentation**
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- Copy of Original Certificate of Funds

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**Vendor Name:** Miami Valley Career Technology Center
**Vendor Address:** 6800 Hoke Road, Clayton, Ohio 45315
**Federal ID:** 31-0742618
**Commodity Code:** 91849
**Purpose:** School payment for 2019 payroll withholdings. Encumber with 2020 funds.

**Contact Person:** Jill Bramini
**Economic Development Department/Division:** 12/4/2020

**Originating Department Director's Signature:**

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

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

**Finance Director Signature:**

**Date:** 12/09/2020

**CF Prepared by:**

**Date:** 12/08/2020

**CF/CFI Number:** CT20-2767

**Finance Department**

October 18, 2011
FIRST AMENDMENT TO COMPENSATION AGREEMENT

This First Amendment to Compensation Agreement (this "Agreement") is made and entered into as of the 15th day of December, 2020 by and between the CITY OF DAYTON (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, and the BOARD OF EDUCATION OF THE MIAMI VALLEY CAREER TECHNOLOGY CENTER ("MVCTC"), joint vocational school district and political subdivision of the State of Ohio.

WITNESSETH:

WHEREAS, Pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), and Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, the City has declared 100% of the increase in assessed value of the real property (the "Improvement") comprising an approximately 151-acre site (the "TIF Site") purchased and developed by NorthPoint Development LLC ("Developer") to be a public purpose and exempt from real property taxation for a period of up to 15 years (the "TIF Exemption"); (ii) authorized the payment of School Compensation Payments to MVCTC; (iii) determined to enter into a tax increment financing agreement with the Developer to provide for, among other things, the obligation, running with the land, for the Developer or any subsequent owner (collectively, an "Owner") to make service payments in lieu of taxes should any event of default under the TIF Agreement exist and continue; and (iv) determined to enter into this Agreement with MVCTC to provide for, among other things, School Compensation Payments by the City to MVCTC; and

WHEREAS, The City and MVCTC subsequently entered into a Compensation Agreement ("Agreement"); and

WHEREAS, The parties now wish to amend the Agreement to adjust the date by which the School Compensation Payments are due.

NOW, THEREFORE, in consideration of the promises and benefits to each party, the receipt and sufficiency of which is hereby acknowledged, the City and MVCTC agree to amend the Agreement as follows:

1. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

Payment of School Compensation Payments. The City’s obligation to pay the School Compensation Payments shall not begin until the City receives either Income Taxes or Service Payments with respect to the Project Site. The City shall make the School Compensation Payments to MVCTC by bank or cashier’s check or direct deposit. If the School Compensation Payment is made from Income Taxes, for the tax year ending December 31, 2020, and for each tax year thereafter that payments are due, the City shall make the School Compensation Payments to MVCTC by bank or cashier’s check or direct deposit by June 30th of the following year. For the tax year ending December 31, 2019, the City shall make the School Compensation Payment by December 31, 2020. If the School Compensation Payment is made from Service Payments, payment of the applicable portion
of such School Compensation Payment shall be made within sixty (60) days of the property tax settlement date.

2. Except as amended hereby, all other provisions of the Agreement shall remain in full force and effect.

WHEREFORE, the parties to this First Amendment, each by a duly authorized representative, have entered into this First Amendment on the date first set forth above.

CITY OF DAYTON, OHIO

By: [Signature]
Name: C. Shepherd
Title: Deputy City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

**COMMISSION APPROVAL NOT REQUIRED**

MIAMI VALLEY CAREER TECHNOLOGY CENTER

By: [Signature]
Name: Dr. Nick Weger
Title: Superintendent
COMPENSATION AGREEMENT

This Compensation Agreement (this "Agreement") is made and entered into as of the 7th day of
March, 2018 by and between the CITY OF DAYTON (the "City"), a municipal corporation
organized and existing under the constitution and the laws of the State of Ohio, and the BOARD OF
EDUCATION OF THE MIAMI VALLEY CAREER TECHNOLOGY CENTER ("MVCTC"), joint
vocational school district and political subdivision of the State of Ohio.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (together
with related provisions of the Ohio Revised Code, the "TIF Act"), and Ordinance No. 31615-18 passed by
the the City Commission on January 3, 2018, a copy of which is attached as Exhibit A hereto and
incorporated herein by this reference (the "TIF Ordinance"), the City has, among other actions: (i)
declared 100% of the increase in assessed value of the real property (the "Improvement") comprising an
approximately 148-acres site (the "TIF Site") to be purchased and developed by by NorthPoint
Development LLC ("Developer") to be a public purpose and exempt from real property taxation for a
period of up to 15 years (the "TIF Exemption"); (ii) authorized the payment of MVCTC Compensation
Payments (as defined in Section 2 of this Agreement) to MVCTC; (iii) determined to enter into a tax
increment financing agreement (the "TIF Agreement") with the Developer to provide for, among other
things, the obligation, running with the land, for the Developer or any subsequent owner (collectively, an
"Owner") to make service payments in lieu of taxes should any event of default under the TIF Agreement
exist and continue; and (iv) determined to enter into this Agreement with MVCTC to provide for, among
other things, MVCTC Compensation Payments by the City to MVCTC; and

WHEREAS, prior to the passage the TIF Ordinance, the City delivered its notice and a copy of
the TIF Ordinance to MVCTC in accordance with Ohio Revised Code Section and 5709.83; and

WHEREAS, prior to the passage of the TIF Ordinance, the City also delivered its notice and a
copy of the TIF Ordinance to the Butler-Vendalia City School District (the "School District") in
accordance with Ohio Revised Code Sections 5709.41 and 5709.83, and the City and the School District
have determined to enter into a Compensation Agreement by and between them and dated as of the date
of this Agreement (the "School Compensation Agreement"), pursuant to which the School shall be
compensated at the same rate and under the same terms as described in this Agreement; and

WHEREAS, by Resolution 179-17 adopted on December 12, 2017 (the "MVCTC Resolution"),
MVCTC (i) determined to enter into this Agreement, and (ii) further waived any additional requirements
of Ohio Revised Code Sections 5709.41, 5709.82 and 5709.83 on the condition that the City executes and
delivers this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein,
the parties agree and bind themselves as follows:

Section 1. **Approval of TIF Exemption.** As provided in MVCTC Resolution, MVCTC
approves the TIF Exemptions for a period commencing with the first tax year that begins after the
effective date of the TIF Ordinance and in which an Improvement due to the construction of a new
structure appears on the tax list and duplicate of real and public utility property for that parcel (the
"Commencement Date"), and ending on the earlier of: (i) the 15th anniversary of such Commencement
Date, or (ii) the date that TIF Exemption is otherwise terminated (the "Exemption Period"). Further, in
consideration of the City entering into this Agreement, MVCTC agrees that the compensation provided
for in this Agreement is in lieu of any other compensation that may be provided for in Ohio Revised Code Section 5709.82.

Section 2. **Obligation to Make MVCTC Compensation Payments.** As consideration for MVCTC entering into this Agreement and waiving the application of Ohio Revised Code Section 5709.82 to the area subject to the TIF Exemption (the "TIF Site"), the City agrees to pay compensation payments to MVCTC (the "MVCTC Compensation Payments"), but solely from (A) municipal income taxes received by the City with respect to the Project Site subject to the TIF Ordinance (the "Income Taxes"); or (B) service payments in lieu of taxes, if any, received by the City with respect to the Improvement pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 and the TIF Ordinance, and any other payments with respect to the Improvement received by the City pursuant to Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time (collectively, the "Service Payments").

The MVCTC Compensation Payments shall equal the amounts due to MVCTC under Section 4 of this Agreement. The City shall transmit the MVCTC Compensation Payments to MVCTC as provided in Section 3 of this Agreement. MVCTC Compensation Payments due to MVCTC shall be made by the City solely from either the Income Taxes or Service Payments, as applicable, and the City shall not be obligated to pay MVCTC any MVCTC Compensation Payments from any other revenue source.

Section 3. **Payment of MVCTC Compensation Payments.** The City's obligation to pay the MVCTC Compensation Payments shall not begin until the City receives either Income Taxes or Service Payments with respect to the Project Site. The City shall make the MVCTC Compensation Payments to MVCTC by bank or cashier's check or direct deposit. If the MVCTC Compensation Payment is made from Income Taxes, such payment shall be made by December 31st of such year. If the MVCTC Compensation Payment is made from Service Payments, payment of the applicable portion of such MVCTC Compensation Payment shall be made within sixty (60) days of the property tax settlement date.

Section 4. **Calculation of MVCTC Compensation Payments.**

(a) If the MVCTC Compensation Payment is made from Income Taxes, the MVCTC Compensation Payment for that year shall be equal to the following formula:

i. The product of the Equalization Rate multiplied by the dollar amount of real property taxes that would have been payable to the MVCTC with respect to the TIF Site if the Improvement had not been subject to the TIF Exemption.

ii. The "Equalization Rate", being equal to the quotient of: (A) the dollar amount of the compensation payment made to the School District under the School Compensation Agreement for that year, divided by (B) the dollar amount of real property taxes that would have been payable to the School District with respect to the TIF Site if the Improvement had not been subject to the TIF Exemption.

(b) If the MVCTC Compensation Payment is made from Service Payments, the MVCTC Compensation Payment for the period that the Owner is making Service Payments shall be a percentage of the Service Payments actually received equal to the portion of real property taxes that would have been payable to MVCTC if the Improvement had not been subject to the TIF Exemption.
Section 5. **City's Obligations are Limited.** Nothing in this Agreement shall be construed or interpreted to pledge the full faith and credit of the City to make MVCTC Compensation Payments under this Agreement, nor shall the City be obligated to make MVCTC Compensation Payments in excess of the amount of Income Taxes or Service Payments it actually receives.

Section 6. **Payment Without Demand.** All MVCTC Compensation Payments required to be made to MVCTC under this Agreement shall be made without demand or invoice by MVCTC.

Section 7. **Resolution of Disputes.** In the event MVCTC disputes the amount of the MVCTC Compensation Payments paid by the City, MVCTC shall certify in writing to the City, within 30 days after receipt of the payment, the basis for the dispute and the amount that MVCTC claims is the correct amount of the MVCTC Compensation Payments to be paid to MVCTC. Within 10 days of the City's receipt of such notice, the City and MVCTC shall meet to discuss and resolve the dispute. In the event MVCTC and the City are unable to mutually agree on the amount of MVCTC Compensation Payments, the parties shall next seek a third party mediator, sufficiently knowledgeable in calculating school funding, to settle the dispute, and the mediator shall determine the amount of the MVCTC Compensation Payment to be made by the City ("Mediated MVCTC Compensation Payment"). The City shall then pay the Mediated MVCTC Compensation Payment to MVCTC within 30 days after the final mediation or after the mediator issues his/her written decision if a decision is not made at the final mediation, provided that nothing contained in this Section 7 shall limit either MVCTC's or the City's ability, after payment and receipt of such Mediated MVCTC Compensation Payment, to seek recovery of amounts deemed overpaid or underpaid. The mediator has the authority to allocate the costs of mediation, including attorney fees, in his/her decision. If the mediator does not allocate such costs, then the City and MVCTC shall each pay their own costs. Notwithstanding the above, the City shall pay to MVCTC any undisputed amounts in accordance with Section 3 of this Agreement.

Section 8. **Effective Date; Duration of Agreement.** This Agreement shall become effective on the date that the TIF Agreement becomes effective. This Agreement shall expire upon the end of the Exemption Period.

Section 9. **Entire Agreement; Waiver of Notice.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. With respect to the notice from the City to MVCTC given pursuant to Ohio Revised Code Sections 5709.41 and 5709.83, MVCTC hereby waives any defects or irregularities relating to the period for which the Improvement will be exempted from taxation. The parties agree to take such actions as may be necessary to effect the TIF Exemption, the distribution of the Income Taxes or Service Payments, as applicable, the provisions of this Agreement, and the payment of the MVCTC Compensation Payments as contemplated in this Agreement.

Section 10. **Notices.** All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:
City of Dayton
James M Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attention: Director of Aviation
With a Copy To:

Briskey & Bolder LLP
100 South Third Street
Columbus, Ohio 43215
Attention: J. Celeb Bell, Esq.

If to MVCTC:

Miami Valley Career Technology Center
6800 Hoke Road
Englewood, Ohio 45315
Attention: Treasurer

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

Section 11. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon MVCTC and the City and their respective permitted successors and assigns. This Agreement may not be assigned by the City without the prior written consent of MVCTC, except to any successor entity as a result of a consolidation or merger, which consent shall not be unreasonably withheld.

Section 12. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement and approved by the legislative bodies of MVCTC and the City, if required.

Section 13. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 15. Authority to Sign. Each of the City and MVCTC represents that the officer executing this Agreement is duly authorized, that each of the City and MVCTC has the authority to carry out this Agreement, and that this Agreement shall be binding upon each of the City and MVCTC in accordance with its terms.

[Balance of Page Intentionally Left Blank]
WHEREFORE, the parties to this Agreement, each by a duly authorized representative, have entered into this Agreement on the date first set forth above.

CITY OF DAYTON, OHIO

By: [Signature]
Name: [Name]
Title: [Title]

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

[Signature]
January 3, 2018

[Signature]
Clerk of the Commission

MIAMI VALLEY CAREER TECHNOLOGY CENTER

By: [Signature]
Name: [Name]
Title: [Title]

[Signature Page to MVCTC Compensation Agreement]
FISCAL OFFICER'S CERTIFICATE

The undersigned Fiscal Officer of the City of Dayton, Ohio, hereby certifies that the money required to meet the obligations of the City of Dayton, Ohio under the attached agreement during the year 2018 has been lawfully appropriated by the Commission of the City for those purposes and is in the treasury of the City or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: 3-12-2018

(Handwritten Signature)

Director of Finance
City of Dayton, Ohio

[Fiscal Officer Certificate to MVCTC Compensation Agreement]
EXHIBIT A
TO THE
COMPENSATION AGREEMENT

[TIF Ordinance]
AN ORDINANCE

Declaring the Improvement to Certain Parcels of Real Property in the City in Proximity to the James M. Cox Dayton International Airport to be a Public Purpose and Exempt From Taxation; Authorizing a Tax Increment Financing Agreement With NorthPoint Development, LLC; Authorizing Compensation Agreements With The Vandalia-Butler City School District and The Miami Valley Career Technology Center; and Declaring an Emergency.

WHEREAS, The City of Dayton, Ohio (the “City”) has prepared a strategy for development surrounding the James M. Cox Dayton International Airport, and as part of that strategy, the City has endeavored to work collaboratively with public entities, including the Vandalia-Butler City School District (the “School District”) and the Miami Valley Career Technology Center (the “MVCTC”), and private entities, including NorthPoint Development, LLC (the “Developer”) to facilitate the development of approximately 151 acres of real property identified and depicted on Exhibit A attached hereto (the “TIF Area”); and

WHEREAS, The City and the Developer have proposed to enter into a Development Agreement and other related agreements which generally provide for the development of the TIF Area and the construction of one or more commercial buildings on the TIF Area, together with related facilities and improvements including, but not necessarily limited to: landscaping, walkways, automobile parking, and other amenities and facilities necessary or required (the “Project”); and

WHEREAS, To facilitate the development on the TIF Area, including but not limited to the Project, the City Commission has determined pursuant to Ohio Revised Code Sections 5709.41, 5709.42, and 5709.43 (collectively, the “TIF Statutes”) to declare the improvement to parcels of real property located within the TIF Area to be a public purpose and exempt from taxation, require the Developer or any subsequent owner (collectively, an “Owner”) to make service payments in lieu of taxes only if an event of default under the TIF Agreement exists and continue, establish an urban redevelopment tax increment equivalent fund for the deposit of those service payments, if any, and provide for the compensation to the School District and the MVCTC; and

WHEREAS, Ohio Revised Code Section 5709.41 requires that the City hold fee title to the TIF Area prior to enacting this Ordinance; and
WHEREAS, Prior to the passage of this Ordinance, the City owns fee title to the TIF Area and the City will transfer title to the TIF Area to the Developer or its designee; and

WHEREAS, The School District and the MVCTC have received notice of the exemption proposed by this Ordinance in advance of the date on which this Ordinance is being passed, in accordance with Ohio Revised Code Sections 5709.41 and 5709.83; and

WHEREAS, Pursuant to a resolution of the Board of Education of the School District adopted on December 19, 2017, the School District has approved the exemption granted by this Ordinance and waived the notice requirements of Ohio Revised Code Sections 5709.41, 5709.83 and 5715.27, on the condition that the City and the School District enter into an agreement compensating the School District for a portion of the real property taxes that the School District would have received but for the exemption; and

WHEREAS, Pursuant to a resolution of the Board of Education of the MVCTC adopted on December 12, 2017, the MVCTC has acknowledged and consented to the exemption granted by this Ordinance, and waived the notice requirements of Ohio Revised Code Sections 5709.41, 5709.83 and 5715.27, on the condition that the City and the MVCTC enter into an agreement compensating the MVCTC for a portion of the real property taxes that the MVCTC would have received but for the exemption; and

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Ordinance take effect at the earliest possible date in order to allow the Developer to begin work on the TIF Area; now, therefore,

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

Section 1. **TIF Area.** The TIF Area subject to the exemption by this Ordinance is comprised of the parcels of real property identified and depicted in Exhibit A attached hereto (each, as currently or subsequently configured, individually, a “Parcel” and collectively, the “Parcels”). This Commission finds that the City acquired the Parcels while engaged in urban redevelopment.

Section 2. **Authorization of Tax Exemption.** This Commission hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the acquisition of that Parcel by the City (which increase in assessed value is hereinafter referred to as the “Improvement”) as defined in Ohio Revised Code Section 5709.41), and is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the effective date of this Ordinance with respect to that Parcel ending on the earlier of (a) the 15th anniversary of such commencement, or (b) the date that the exemption is otherwise terminated, all in accordance with the TIF Statutes.
Section 3. Service Payments and Property Tax Rollback Payments. So long as no Event of Default (as defined in the TIF Agreement) under the TIF Agreement exists and continues, the City shall not require any Owner to make Service Payments (as defined below). If an Event of Default under the TIF Agreement exists and continues with respect to a Parcel, the Owner of such Parcel shall be required to and shall make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Treasurer of Montgomery County, Ohio (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not subject to the exemption granted by this Ordinance. Any Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be allocated and distributed in accordance with Section 6 of this Ordinance.

Section 4. TIF Fund. This Commission hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the Airport Urban Redevelopment Tax Increment Equivalent Fund (the "TIF Fund"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. These Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to Ohio Revised Code Section 5709.42 shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance. The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

Section 5. Urban Redevelopment Costs. Money deposited into the TIF Fund, if any, may be used to pay for or finance any costs authorized by the TIF Statutes, including but not limited to all costs enumerated in Ohio Revised Code Section 135.15(B), together with any costs hereafter designated by ordinance (collectively, the "Urban Redevelopment Costs").

Section 6. Distributions. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments, if any, to the City for further deposit into the TIF Fund for (a) payment of Urban Redevelopment Costs, including, without limitation, debt charges on any securities of the City issued to pay or reimburse financing costs or Urban Redevelopment Costs, (b) remission to the School District in accordance with the School District Compensation Agreement and to the MVCTC in accordance with the MVCTC Compensation Agreement, and (c) for any other lawful purpose. All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.
Section 7. **TIF Agreement.** This Commission hereby approves the Tax Increment Financing Agreement between the City and the Developer in substantially the form currently on file with the Clerk of this Commission (the "TIF Agreement"), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the TIF Agreement. This Commission hereby authorizes and directs the City Manager or any other appropriate officer of the City to execute and deliver the TIF Agreement on behalf of the City.

Section 8. **Authorization of Compensation Agreements.** This Commission further hereby approves the compensation agreement between the City and the Board of Education of the School District in the form currently on file with the Clerk of this Commission (the "Vandalia-Butler City School District Compensation Agreement"), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the Vandalia-Butler City School District Compensation Agreement, and hereby authorizes the City Manager or any other appropriate officer of the City to execute and deliver the Vandalia-Butler City School District Compensation Agreement on behalf of the City. This Commission further hereby approves the compensation agreement between the City and the Board of Education of the MVCCTC in the form currently on file with the Clerk of this Commission (the "MVCTC Compensation Agreement", and together with the Vandalia-Butler City School District Compensation Agreement, the "Compensation Agreements"), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the MVCTC Compensation Agreement, and hereby authorizes the City Manager or any other appropriate officer of the City to execute and deliver the MVCTC Compensation Agreement on behalf of the City.

Section 9. **Income Tax Sharing.** This Commission hereby approves the sharing of municipal income tax collected with respect to the TIF Area in accordance with the terms of the Compensation Agreements.

Section 10. **Further Authorizations.** This Commission hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Planning and Community Development, the Clerk of this Commission or any other appropriate officers of the City to make such arrangements as are necessary and proper to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance. This Commission further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Planning and Community Development, the Clerk of this Commission or any other appropriate officers of the City to make such arrangements as are necessary and proper for the collection of Service Payments and the Property Tax Rollback Payments should any Event of Default under the TIF Agreement exist and continue.
Section 11. Tax Incentive Review Council. The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Section 5709.85 of the Ohio Revised Code, shall, in accordance with Section 5709.85 of the Ohio Revised Code, review annually all exemptions from real property taxation granted by this Ordinance and any other such matters as may properly come before that Council, all in accordance Ohio Revised Code Section 5709.85.

Section 12. Filings with Ohio Development Services Agency. Pursuant to Ohio Revised Code Section 5709.41(B), the Clerk of this Commission is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 2 remains in effect, the Director of Planning and Community Development or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under Ohio Revised Code Section 5709.41(B).

Section 13. Open Meetings. This Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this Commission, and that all deliberations of this Commission and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

Section 14. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City, due to the benefits resulting from the implementation of the Project, and the critical timing associated with the Project's construction; therefore, this Ordinance shall be in full force and effect immediately upon its passage; provided, however, Section 2 of this Ordinance is effective as to each Parcel commencing with the first tax year an improvement to that Parcel attributable to a new structure appears on the tax list and duplicate.

PASSED BY THE COMMISSION: January 3, 2018

SIGNED BY THE MAYOR: March 3, 2018

[Signature]

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

[Signature]
Clerk of the Commission

APPROVED AS TO FORM:

[Signature]
City Attorney
CERTIFICATE

The undersigned Clerk of the Commission hereby certifies that the foregoing is a true copy of Ordinance No. 554-18 adopted by the Commission of the City of Dayton, Ohio on December 3, 2018.

[Signature]
Clerk of the Commission
City of Dayton, Ohio
EXHIBIT A

TIF AREA

The TIF Area consists of the following Parcels: A01-00105-0056, A01-00206-0022, A01-00206-0096, A01-00206-0007, A01-00206-0008, A01-00206-0009, A01-00206-0010, and A01-00206-0011 (as they existed in the County Auditor's records on January 3, 2018), and are included for ease of reference only.

The TIF Area is also depicted on the attached map.
City Manager’s Report

Date: June 23, 2021
Expense Type: Other, (See Description Below)
Total Amount: $182,646.76 thru 12-31-2021

From: 2600 - Economic Development
Supplier, Vendor, Company, Individual: Vandalia-Butler City Schools
Address: 500 S. Dixie Drive
Vandalia, Ohio 45377

Fund Source(s) | Fund Code(s) | Fund Amount(s)
----------------|-------------|----------------
Development Fund | 16300-2600-1224-41 | $182,646.76

Includes Revenue to the City: Yes | No
Affirmative Action Program: Yes | No

Description

Airport TIF Site Annual Compensation Payment

The Department of Economic Development is requesting approval to disburse the annual compensation payment to the Vandalia-Butler City Schools Board of Education (“Vandalia-Butler Schools”) for the 2020 tax year. This compensation payment is based on municipal income taxes generated within the Airport Tax Increment Financing Site (“Airport TIF Site”). The Airport TIF Site was established by Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, and the school compensation payment is pursuant to a Compensation Agreement entered into by the City and Vandalia-Butler Schools on March 27, 2018.

The Compensation Agreement provides that the annual school compensation payment shall be equal to thirty-three and one-third percent (33 1/3%) of the income taxes levied and collected by the City in the Airport TIF Site during the applicable tax year less one-half (1/2) of the annual TIF compensation payment made to Miami Valley Career Technology Center (MVCTC). The annual TIF compensation payment to MVCTC for the 2020 tax year is $1,750.00. Therefore, the payment to Vandalia Butler Schools is $182,646.76.

A Certificate of Funds for $182,646.76 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
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</table>

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

Amount: $182,646.76

Fund Code: 16300 - 2600 - 1224 - 41 - 0

Attach additional pages for more FOAPALS

Vendor Name: Vandalia-Butler City School
Vendor Address: 500 S. Dixie Drive, Vandalia, OH 45377
Federal ID: 31-6000747
Commodity Code: 91849
Purpose: School payment for 2020 payroll withholdings.
Encumber with 2021 funds.

Contact Person: Jill Bramini
Economic Development Department/Division: 6/10/2021
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] 6/15/2021
CF Prepared by: [Signature] 6/14/2021
CF/CT Number: CT21-2768

October 18, 2011
Finance Department
City Manager's Report

From 2600 - Economic Development
Supplier, Vendor, Company, Individual
Name Vandalia-Butler City Schools
Address 500 S. Dixie Drive
Vandalia, Ohio 45377

Date December 16, 2020
Expense Type Other, (See Description Below)
Total Amount $27,083.13 thru 12-31-2020

Fund Source(s) Fund Code(s) Fund Amount(s)
Development Fund 16300-2600-1224-41 $27,083.13

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

Description

Airport TIF Site Annual Compensation Payment

The Department of Economic Development is requesting approval to disburse the annual compensation payment to the Vandalia-Butler City Schools Board of Education ("Vandalia-Butler Schools") for the 2019 tax year. This compensation payment is based on municipal income taxes generated within the Airport Tax Increment Financing Site ("Airport TIF Site"). The Airport TIF Site was established by Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, and the school compensation payment is pursuant to a Compensation Agreement entered into by the City and Vandalia-Butler Schools on March 27, 2018.

The Compensation Agreement provides that the annual school compensation payment shall be equal to thirty-three and one-third percent (33 1/3%) of the income taxes levied and collected by the City in the Airport TIF Site during the applicable tax year.

A Certificate of Funds for $27,083.13 is attached.

Signatures/Approval

Division
Joseph P. Weck
Department
Joseph D. Pinpilts
City Manager
FORM NO. MS-16

Approved by City Commission
Rachelle Lavender
Clerk
December 14, 2020
Date
Updated 8/2016
CERTIFICATE OF FUNDS

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</tr>
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Required Documentation
- X Initial City Manager's Report
- X Initial Certificate of Funds
- Initial Agreement/Contract

Amount: $27,083.13

Fund Code: 16300 - 2600 - 1224 - 41 -

Vendor Name: Vandalia-Butler City School
Vendor Address: 500 S. Dixie Drive, Vandalia, OH 45377
Federal ID: 31-6000747
Commodity Code: 91849
Purpose: School payment for 2019 payroll withholdings.

Encumber with 2020 funds.

Contact Person: Jill Bramini
Economic Development Department/Division 12/4/2020

ATTACH ADDITIONAL PAGES FOR MORE FOAPALS

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 12/09/2020

CF Prepared by: [Signature]
Date: 12/08/2020

Finance Department

October 18, 2011
FIRST AMENDMENT TO COMPENSATION AGREEMENT

This First Amendment to Compensation Agreement (this “Agreement”) is made and entered into as of the 29 day of October 2020 by and between the CITY OF DAYTON (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, and the BOARD OF EDUCATION OF THE VANDALIA–BUTLER CITY SCHOOL DISTRICT (the “School District”), a city school district and political subdivision of the State of Ohio.

WITNESSETH:

WHEREAS, Pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (together with related provisions of the Ohio Revised Code, the “TIF Act”), and Ordinance No. 31615-18 passed by the City Commission on January 3, 2018, the City has declared 100% of the increase in assessed value of the real property (the “Improvement”) comprising an approximately 151-acre site (the “TIF Site”) purchased and developed by NorthPoint Development LLC (“Developer”) to be a public purpose and exempt from real property taxation for a period of up to 15 years (the “TIF Exemption”); (ii) authorized the payment of School Compensation Payments to the School District; (iii) determined to enter into a tax increment financing agreement with the Developer to provide for, among other things, the obligation, running with the land, for the Developer or any subsequent owner (collectively, an “Owner”) to make service payments in lieu of taxes should any event of default under the TIF Agreement exist and continue; and (iv) determined to enter into this Agreement with the School District to provide for, among other things, School Compensation Payments by the City to the School District; and

WHEREAS, The City and School District subsequently entered into a Compensation Agreement (“Agreement”); and

WHEREAS, The parties now wish to amend the Agreement to adjust the date by which the School Compensation Payments are due.

NOW, THEREFORE, in consideration of the promises and benefits to each party, the receipt and sufficiency of which is hereby acknowledged, the City and the School District agree to amend the Agreement as follows:

1. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

Payment of School Compensation Payments. The City’s obligation to pay the School Compensation Payments shall not begin until the City receives either Income Taxes or Service Payments with respect to the Project Site. The City shall make the School Compensation Payments to the School District by bank or cashier’s check or direct deposit. If the School Compensation Payment is made from Income Taxes, for the tax year ending December 31, 2020, and for each tax year thereafter that payments are due, the City shall make the School Compensation Payments to the School District by bank or cashier’s check or direct deposit by June 30th of the following year. For the tax year ending December 31, 2019, the City shall make the School Compensation Payment by December 31, 2020. If the School Compensation Payment is made from Service Payments, payment of the
WHEREFORE, the parties to this First Amendment, each by a duly authorized representative, have entered into this First Amendment on the date first set forth above.

CITY OF DAYTON, OHIO

By: [Signature]
Name: C. Lodha Cotter
Title: Deputy City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

**COMMISSION APPROVAL NOT REQUIRED**

VANDALIA–BUTLER CITY SCHOOL DISTRICT

By: [Signature]
Name: Eric K. Beavers
Title: Treasurer/CFO
COMPENSATION AGREEMENT

This Compensation Agreement (this "Agreement") is made and entered into as of the 27th day of
July, 2018 by and between the CITY OF DAYTON (the "City"), a municipal corporation
organized and existing under the constitution and the laws of the State of Ohio, and the BOARD OF
EDUCATION OF THE VANDALIA–BUTLER CITY SCHOOL DISTRICT (the "School District"), a
city school district and political subdivision of the State of Ohio.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (together
with related provisions of the Ohio Revised Code, the "TIF Act"), and Ordinance No. 31615-18 passed by
the City Commission on January 3, 2018, a copy of which is attached as Exhibit A hereto and
incorporated herein by this reference (the "TIF Ordinance"), the City has, among other actions:
(i) declared 100% of the increase in assessed value of the real property (the "Improvement") comprising an
approximately 151-acre site (the "TIF Site") to be purchased and developed by NorthPoint
Development LLC ("Developer") to be a public purpose and exempt from real property taxation for a
period of up to 15 years (the "TIF Exemption"); (ii) authorized the payment of School Compensation
Payments (as defined in Section 2 of this Agreement) to the School District; (iii) determined to enter into
a tax increment financing agreement (the "TIF Agreement") with the Developer to provide for, among
other things, the obligation, running with the land, for the Developer or any subsequent owner
(collectively, an "Owner") to make service payments in lieu of taxes should any event of default under the
TIF Agreement exist and continue; and (iv) determined to enter into this Agreement with the School
District to provide for, among other things, School Compensation Payments by the City to the School
District; and

WHEREAS, prior to the passage of the TIF Ordinance, the City delivered its notice and a copy
of the TIF Ordinance to the School District in accordance with Ohio Revised Code Sections 5709.41 and
5709.83; and

WHEREAS, prior to the passage of the TIF Ordinance, the City also delivered its notice and a
copy of the TIF Ordinance to the Miami Valley Career Technology Center (the "Vocational School") in
accordance with Ohio Revised Code Section 5709.83, and the City and the Vocational School have
determined to enter into a Compensation Agreement by and between them and dated as of the date of this
Agreement (the "Vocational School Compensation Agreement"), pursuant to which the Vocational
School shall be compensated at the same rate and under the same terms as described in this Agreement; and

WHEREAS, by a Resolution adopted on December 19, 2017 (the "School District Resolution"),
the School District (i) granted its approval of the TIF Ordinance, (ii) approved the TIF Exemption,
(iii) determined to enter into this Agreement, and (iv) further waived any additional requirements of Ohio
Revised Code Sections 5709.41, 5709.82 and 5709.83 on the condition that the City executes and delivers
this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein,
the parties agree and bind themselves as follows:

Section 1. Approval of TIF Exemption. As provided in the School District Resolution, the
School District approves the TIF Exemption for a period commencing with the first tax year that begins
after the effective date of the TIF Ordinance and in which an Improvement due to the construction of a
new structure appears on the tax list and duplicate of real and public utility property for that parcel (the
“Commencement Date”), and ending on the earlier of (i) the 15th anniversary of such Commencement Date, or (ii) the date that TIF Exemption is otherwise terminated (the “Exemption Period”). Further, in consideration of the City entering into this Agreement, the School District agrees that the compensation provided for in this Agreement is in lieu of any other compensation that may be provided for in Ohio Revised Code Section 5709.82.

Section 2. **Obligation to Make School Compensation Payments.** As consideration for the School District entering into this Agreement and waiving the application of Ohio Revised Code Section 5709.82 to the area subject to the TIF Exemption (the “TIF Site”), the City agrees to pay compensation payments to the School District, but solely from (A) municipal income taxes received by the City with respect to the Project Site subject to the TIF Ordinance (the “Income Taxes”); or (B) service payments in lieu of taxes, if any, received by the City with respect to the Improvement pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 and the TIF Ordinance, and any other payments with respect to the Improvement received by the City pursuant to Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time (collectively, the “Service Payments”).

The School Compensation Payments shall equal the amounts due to the School District under Section 4 of this Agreement. The City shall transmit the School Compensation Payments to the School District as provided in Section 3 of this Agreement. School Compensation Payments due to the School District shall be made by the City solely from either the Income Taxes or Service Payments, as applicable, and the City shall not be obligated to pay the School District any School Compensation Payments from any other revenue source.

Section 3. **Payment of School Compensation Payments.** The City’s obligation to pay the School Compensation Payments shall not begin until the City receives either Income Taxes or Service Payments with respect to the Project Site. The City shall make the School Compensation Payments to the School District by bank or cashier’s check or direct deposit. If the School Compensation Payment is made from Income Taxes, such payment shall be made by December 31st of such year. If the School Compensation Payment is made from Service Payments, payment of the applicable portion of such School Compensnata Payment shall be made within sixty (60) days of the property tax settlement date.

Section 4. **Calculation of School Compensation Payments.**

(a) If the School Compensation Payment is made from Income Taxes, the School Compensation Payment for that year shall be equal to thirty-three and one third (33 1/3%) of the Income Taxes levied and collected by the City in that year; or

(b) If the School Compensation Payment is made from Service Payments, the School Compensation Payment for the period that the Owner is making Service Payments shall be a percentage of the Service Payments actually received equal to the portion of real property taxes that would have been payable to the School District if the Improvement had not been subject to the TIF Exemption.

Section 5. **City’s Obligations are Limited.** Nothing in this Agreement shall be construed or interpreted to pledge the full faith and credit of the City to make School Compensation Payments under this Agreement, nor shall the City be obligated to make School Compensation Payments in excess of the amount of Income Taxes or Service Payments it actually receives.
Section 6. **Payment Without Demand.** All School Compensation Payments required to be made to the School District under this Agreement shall be made without demand or invoice by the School District.

Section 7. **Resolution of Disputes.** In the event the School District disputes the amount of the School Compensation Payments paid by the City, the School District shall certify in writing to the City, within 30 days after receipt of the payment, the basis for the dispute and the amount that the School District claims is the correct amount of the School Compensation Payments to be paid to the School District. Within 10 days of the City’s receipt of such notice, the City and the School District shall meet to discuss and resolve the dispute. In the event the School District and the City are unable to mutually agree on the amount of School Compensation Payments, the parties shall next seek a third party mediator, sufficiently knowledgeable in calculating school funding, to settle the dispute, and the mediator shall determine the amount of the School Compensation Payment to be made by the City (“Mediated School Compensation Payment”). The City shall then pay the Mediated School Compensation Payment to the School District within 30 days after the final mediation or after the mediator issues his/her written decision if a decision is not made at the final mediation, provided that nothing contained in this Section 7 shall limit either the School District’s or the City’s ability, after payment and receipt of such Mediated School Compensation Payment, to seek recovery of amounts deemed overpaid or underpaid. The mediator has the authority to allocate the costs of mediation, including attorney fees, in his/her decision. If the mediator does not allocate such costs, then the City and the School District shall each pay their own costs. Notwithstanding the above, the City shall pay to the School District any undisputed amounts in accordance with Section 3 of this Agreement.

Section 8. **Effective Date; Duration of Agreement.** This Agreement shall become effective on the date that the TIF Agreement becomes effective. This Agreement shall expire upon the end of the Exemption Period.

Section 9. **Entire Agreement; Waiver of Notice.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. With respect to the notice from the City to the School District given pursuant to Ohio Revised Code Sections 5709.41 and 5709.83, the School District hereby waives any defects or irregularities relating to the period for which the Improvement will be exempted from taxation. The parties agree to take such actions as may be necessary to effect the TIF Exemption, the distribution of the Income Tax or Service Payments, as applicable, the provisions of this Agreement, and the payment of the School Compensation Payments as contemplated in this Agreement.

Section 10. **Notices.** All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:  
City of Dayton  
James M Cox Dayton International Airport  
3600 Terminal Drive, Suite 300  
Vandalia, Ohio 45377  
Attention: Director of Aviation
With a Copy To:

Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
Attention: J. Caleb Bell, Esq.

If to the School District: Vandalia-Butler City School District

Attention: Treasurer

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

Section 11. **Assignment.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District and the City and their respective permitted successors and assigns. This Agreement may not be assigned by the City without the prior written consent of the School District, except to any successor entity as a result of a consolidation or merger, which consent shall not be unreasonably withheld.

Section 12. **Amendment.** This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement and approved by the legislative bodies of the School District and the City, if required.

Section 13. **Severability of Provisions.** The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 15. **Authority to Sign.** Each of the City and the School District represents that the officer executing this Agreement is duly authorized, that each of the City and the School District has the authority to carry out this Agreement, and that this Agreement shall be binding upon each of the City and the School District in accordance with its terms.

[Balance of Page Intentionally Left Blank]
WHEREFORE, the parties to this Agreement, each by a duly authorized representative, have entered into this Agreement on the date first set forth above.

CITY OF DAYTON, OHIO

By: [Signature]
Name: Tammi L. Clements
Title: Deputy City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

[Signature]
Clerk of the Commission

January 3, 2018

VANDALIA-BUTLER CITY SCHOOL DISTRICT

By: [Signature]
Name: Steve M. Bowman
Title: Treasurer/CFO

[Signature Page to Vandalia-Butler CSD Compensation Agreement]
FISCAL OFFICER'S CERTIFICATE

The undersigned Fiscal Officer of the City of Dayton, Ohio, hereby certifies that the money required to meet the obligations of the City of Dayton, Ohio under the attached agreement during the year 2017 has been lawfully appropriated by the Commission of the City for those purposes and is in the treasury of the City or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: __________, 2017

__________________________
Director of Finance
City of Dayton, Ohio

[Fiscal Officer Certificate to Vandalia-Butler CSD Compensation Agreement]
FISCAL OFFICER’S CERTIFICATE

The undersigned Fiscal Officer of the City of Dayton, Ohio, hereby certifies that the money required to meet the obligations of the City of Dayton, Ohio under the attached agreement during the year 2018 has been lawfully appropriated by the Commission of the City for those purposes and is in the treasury of the City or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: 3-16, 2018

[Signature]
Director of Finance
City of Dayton, Ohio
EXHIBIT A
TO THE
COMPENSATION AGREEMENT

[TIF Ordinance]
AN ORDINANCE

Declar[ing the Improvement to Certain Parcels of Real Property in the City in Proximity to the James M. Cox Dayton International Airport to be a Public Purpose and Exempt From Taxation; Authorizing a Tax Increment Financing Agreement With NorthPoint Development, LLC; Authorizing Compensation Agreements With The Vandalia-Butler City School District and The Miami Valley Career Technology Center; and Declaring an Emergency.

WHEREAS, The City of Dayton, Ohio (the “City”) has prepared a strategy for development surrounding the James M. Cox Dayton International Airport, and as part of that strategy, the City has endeavored to work collaboratively with public entities, including the Vandalia-Butler City School District (the “School District”) and the Miami Valley Career Technology Center (the “MVCTC”), and private entities, including NorthPoint Development, LLC (the “Developer”) to facilitate the development of approximately 151 acres of real property identified and depicted on Exhibit A attached hereto (the “TIF Area”); and

WHEREAS, The City and the Developer have proposed to enter into a Development Agreement and other related agreements which generally provide for the development of the TIF Area and the construction of one or more commercial buildings on the TIF Area, together with related facilities and improvements including, but not necessarily limited to: landscaping, walkways, automobile parking, and other amenities and facilities necessary or required (the “Project”); and

WHEREAS, To facilitate the development on the TIF Area, including but not limited to the Project, the City Commission has determined pursuant to Ohio Revised Code Sections 5709.41, 5709.42, and 5709.43 (collectively, the “TIF Statutes”) to declare the improvement to parcels of real property located within the TIF Area to be a public purpose and exempt from taxation, require the Developer or any subsequent owner (collectively, an “Owner”) to make service payments in lieu of taxes only if an event of default under the TIF Agreement exists and continues, establish an urban redevelopment tax increment equivalent fund for the deposit of those service payments, if any, and provide for the compensation to the School District and the MVCTC; and

WHEREAS, Ohio Revised Code Section 5709.41 requires that the City hold fee title to the TIF Area prior to enacting this Ordinance; and
WHEREAS, Prior to the passage of this Ordinance, the City owns fee title to the TIF Area and the City will transfer title to the TIF Area to the Developer or its designee; and

WHEREAS, The School District and the MVCTC have received notice of the exemption proposed by this Ordinance in advance of the date on which this Ordinance is being passed, in accordance with Ohio Revised Code Sections 5709.41 and 5709.83; and

WHEREAS, Pursuant to a resolution of the Board of Education of the School District adopted on December 19, 2017, the School District has approved the exemption granted by this Ordinance and waived the notice requirements of Ohio Revised Code Sections 5709.41, 5709.83 and 5715.27, on the condition that the City and the School District enter into an agreement compensating the School District for a portion of the real property taxes that the School District would have received but for the exemption; and

WHEREAS, Pursuant to a resolution of the Board of Education of the MVCTC adopted on December 12, 2017, the MVCTC has acknowledged and consented to the exemption granted by this Ordinance, and waived the notice requirements of Ohio Revised Code Sections 5709.41, 5709.83 and 5715.27, on the condition that the City and the MVCTC enter into an agreement compensating the MVCTC for a portion of the real property taxes that the MVCTC would have received but for the exemption; and

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Ordinance take effect at the earliest possible date in order to allow the Developer to begin work on the TIF Area; now, therefore,

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

Section 1. TIF Area. The TIF Area subject to the exemption by this Ordinance is comprised of the parcels of real property identified and depicted in Exhibit A attached hereto (each, as currently or subsequently configured, individually, a “Parcel” and collectively, the “Parcels”). This Commission finds that the City acquired the Parcels while engaged in urban redevelopment.

Section 2. Authorization of Tax Exemption. This Commission hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the acquisition of that Parcel by the City (which increase in assessed value is hereinafter referred to as the “Improvement”) as defined in Ohio Revised Code Section 5709.41), and is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the effective date of this Ordinance with respect to that Parcel and ending on the earlier of (a) the 15th anniversary of such commencement, or (b) the date that the exemption is otherwise terminated, all in accordance with the TIF Statutes.
Section 3. **Service Payments and Property Tax Rollback Payments.** So long as no Event of Default (as defined in the TIF Agreement) under the TIF Agreement exists and continues, the City shall not require any Owner to make Service Payments (as defined below). If an Event of Default under the TIF Agreement exists and continues with respect to a Parcel, the Owner of such Parcel shall be required to and shall make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Treasurer of Montgomery County, Ohio (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the “Service Payments”), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not subject to the exemption granted by this Ordinance. Any Service Payments, and any other payments with respect to each Improvement, that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be allocated and distributed in accordance with Section 6 of this Ordinance.

Section 4. **TIF Fund.** This Commission hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the Airport Urban Redevelopment Tax Increment Equivalent Fund (the “TIF Fund”). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to Ohio Revised Code Section 5709.42 shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance. The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City’s General Fund, all in accordance with Ohio Revised Code Section 5709.43.

Section 5. **Urban Redevelopment Costs.** Money deposited into the TIF Fund, if any, may be used to pay for or finance any costs authorized by the TIF Statutes, including but not limited to all costs enumerated in Ohio Revised Code Section 133.15(B), together with any costs hereafter designated by ordinance (collectively, the “Urban Redevelopment Costs”).

Section 6. **Distributions.** Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments, if any, to the City for further deposit into the TIF Fund for (a) payment of Urban Redevelopment Costs, including, without limitation, debt charges on any securities of the City issued to pay or reimburse financing costs or Urban Redevelopment Costs, (b) remission to the School District in accordance with the School District Compensation Agreement and to the MVCTC in accordance with the MVCTC Compensation Agreement, and (c) for any other lawful purpose. All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.
Section 7. **TIF Agreement.** This Commission hereby approves the Tax Increment Financing Agreement between the City and the Developer in substantially the form currently on file with the Clerk of this Commission (the “TIF Agreement”), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the TIF Agreement. This Commission hereby authorizes and directs the City Manager or any other appropriate officer of the City to execute and deliver the TIF Agreement on behalf of the City.

Section 8. **Authorization of Compensation Agreements.** This Commission further hereby approves the compensation agreement between the City and the Board of Education of the School District in the form currently on file with the Clerk of this Commission (the “Vandalia-Butler City School District Compensation Agreement”), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the Vandalia-Butler City School District Compensation Agreement, and hereby authorizes the City Manager or any other appropriate officer of the City to execute and deliver the Vandalia-Butler City School District Compensation Agreement on behalf of the City. This Commission further hereby approves the compensation agreement between the City and the Board of Education of the MVCTC in the form currently on file with the Clerk of this Commission (the “MVCTC Compensation Agreement”, and together with the Vandalia-Butler City School District Compensation Agreement, the “Compensation Agreements”), with any changes that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the appropriate officer of the City on behalf of the City, all of which shall be conclusively evidenced by the signing of the MVCTC Compensation Agreement, and hereby authorizes the City Manager or any other appropriate officer of the City to execute and deliver the MVCTC Compensation Agreement on behalf of the City.

Section 9. **Income Tax Sharing.** This Commission hereby approves the sharing of municipal income tax collected with respect to the TIF Area in accordance with the terms of the Compensation Agreements.

Section 10. **Further Authorizations.** This Commission hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Planning and Community Development, the Clerk of this Commission or any other appropriate officers of the City to make such arrangements as are necessary and property to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance. This Commission further hereby authorizes and the City Manager, the Director of Finance, the Director of Law, the Director of Planning and Community Development, the Clerk of this Commission or any other appropriate officers of the City to make such arrangements as are necessary and proper for the collection of Service Payments and the Property Tax Rollback Payments should any Event of Default under the TIF Agreement exist and continue.
Section 11. Tax Incentive Review Council. The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Section 5709.85 of the Ohio Revised Code, shall, in accordance with Section 5709.85 of the Ohio Revised Code, review annually all exemptions from real property taxation granted by this Ordinance and any other such matters as may properly come before that Council, all in accordance Ohio Revised Code Section 5709.85.

Section 12. Filings with Ohio Development Services Agency. Pursuant to Ohio Revised Code Section 5709.41(E), the Clerk of this Commission is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 2 remains in effect, the Director of Planning and Community Development or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under Ohio Revised Code Section 5709.41(E).

Section 13. Open Meetings. This Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this Commission, and that all deliberations of this Commission and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

Section 14. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City, due to the benefits resulting from the implementation of the Project, and the critical timing associated with the Project’s construction; wherefore, this Ordinance shall be in full force and effect immediately upon its passage; provided, however, Section 2 of this Ordinance is effective as to each Parcel commencing with the first tax year an Improvement to that Parcel attributable to a new structure appears on the tax list and duplicate.

PASSED BY THE COMMISSION January 3, 2018

SIGNED BY THE MAYOR January 3, 2018

[Signature]
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:
[Signature]
Clerk of the Commission

APPROVED AS TO FORM:
[Signature]
City Attorney
CERTIFICATE

The undersigned Clerk of the Commission hereby certifies that the foregoing is a true copy of Ordinance No.34615-18 duly adopted by the Commission of the City of Dayton, Ohio on December 3, 2018.

January

[Signature]
Clerk of the Commission
City of Dayton, Ohio
Site Plan

W/S Dog Leg Road - 148.82 Acres Land
City Manager’s Report

From 2600 - Economic Development

Supplier, Vendor, Company, Individual
Vandalia-Butler City Schools
Address 500 S. Dixie Drive
Vandalia, Ohio 45377

Date June 23, 2021
Expense Type Other, (See Description Below)
Total Amount $1,028,681.53 thru 12-31-2021

Fund Source(s) Fund Code(s) Fund Amount(s)
Development Fund 16300-2600-1224-41 $1,028,681.53

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

Description

Community Reinvestment Area (CRA) Income Tax Sharing Payments

The Department of Economic Development is requesting approval to disburse the annual income tax revenue sharing payment to the Vandalia-Butler City Schools Board of Education (“Vandalia-Butler Schools”). This revenue sharing payment relates to income taxes generated within the Airport Community Reinvestment Area (Airport CRA) and is pursuant to an Intergovernmental Revenue Sharing Agreement (“Revenue Sharing Agreement”) entered into with Vandalia-Butler Schools on December 26, 2018. The Revenue Sharing Agreement formalizes the process by which the City is complying with Ohio law as described below.

ORC §5709.82 provides that in the event a building situated within the boundaries of a CRA generates more than One Million Dollars and Zero Cents ($1,000,000.00) of payroll from new employees in a year during which it benefits from real property tax exemption, the City is required to share the income tax revenue generated by the amount by which the new payroll exceeds One Million Dollars and Zero Cents ($1,000,000.00) with the affected local school district.

This payment is based on the new employment payroll for the Airport CRA during calendar year 2020. This payment is based on the payroll withholding of Energizer Holdings Inc., Chewy, Inc.; PSA Airlines, Inc.; Land O’ Lakes, Inc.; ALPLA; and H&H Aircraft Services, Inc.

The Revenue Sharing Agreement provides that the annual income tax sharing payments shall be made on or before June 30th each year.

A Certificate of Funds for $1,028,681.53 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

Amount: $1,028,681.53

Fund Code: 16300 - 2600 - 1224 - 41

Amount: ______________

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

Amount: ______________

Fund Code: XXXX - XXXX - XXXX - XXXX - XXXX

Attach additional pages for more FOAPALS

Vendor Name: Vandalia-Butler City School
Vendor Address: 500 S. Dixie Drive, Vandalia, OH 45377
Federal ID: 31-6000747
Commodity Code: 91849

Contact Person: Jill Bramini
Originating Department Director's Signature: __________________________
Economic Development Department/Division Date 6/10/2021

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: __________________________
CF Prepared by: __________________________
Date: 10/14/21
CF/CT Number: CT21-2305

October 18, 2011
City Manager’s Report

From 2600 - Economic Development

Supplier, Vendor, Company, Individual

Name Vandalia-Butler City Schools
Address 500 S. Dixie Drive
Vandalia, Ohio 45377

Date June 24, 2020
Expense Type Other, (See Description Below)
Total Amount $721,647.66 thru 12-31-2020

Fund Source(s)
Development Fund

Fund Code(s)
16300-2600-1224-41

Fund Amount(s)
$721,647.66

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

Description
Community Reinvestment Area (CRA) Income Tax Sharing Payments

The Department of Economic Development is requesting approval to disburse the annual income tax revenue sharing payment to the Vandalia-Butler City Schools Board of Education ("Vandalia-Butler Schools"). This revenue sharing payment relates to income taxes generated within the Airport Community Reinvestment Area (Airport CRA) and is pursuant to an Intergovernmental Revenue Sharing Agreement ("Revenue Sharing Agreement") entered into with Vandalia-Butler Schools on December 26, 2018. The Revenue Sharing Agreement formalizes the process by which the City is complying with Ohio law as described below.

ORC §5709.82 provides that in the event a building situated within the boundaries of a CRA generates more than One Million Dollars and Zero Cents ($1,000,000.00) of payroll from new employees in a year during which it benefits from real property tax exemption, the City is required to share the income tax revenue generated by the amount by which the new payroll exceeds One Million Dollars and Zero Cents ($1,000,000.00) with the affected local school district.

This payment is based on the new employment payroll for the Airport CRA during calendar years 2017-2019. This payment supplements our earlier payment, which was solely based on Energizer Holdings Inc., and includes Chewy, Inc.; PSA Airlines, Inc.; Land O' Lakes, Inc.; ALPLA; and H&H Aircraft Services, Inc.

The Revenue Sharing Agreement provides that the annual income tax sharing payments shall be made on or before June 30th each year and expires on June 30, 2039.

A Certificate of Funds for $721,647.66 is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

**Amount:** $ 721,647.66

**Fund Code**

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</table>

**Attach additional pages for more FOAPALs**

**Vendor Name:** Vandalia-Butler City School

**Vendor Address:**

500 S. Dixie Drive  
Vandalia OH 45377  
Street City State Zipcode + 4

**Federal ID:** 31-6000747

**Commodity Code:** 91849

**Purpose:** School payment for 2017-2019 payroll withholdings year 3 of 15. Encumber with 2020 funds.

**Contact Person:** Jill Bramini

**Economic Development Department/Division:**

Date: 6/11/2020

**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: 6/11/2020

CF Prepared by

Date: 6/11/2020

CF/CT Number: C120-2305
City Manager's Report

From: 2600 - Economic Development

Supplier, Vendor, Company, Individual:

Name: Vandalia-Butler City Schools
Address: 500 S. Dixie Drive
Vandalia, Ohio 45377

Date: May 13, 2020
Expense Type: Other, (See Description Below)
Total Amount: $215,430.79 thru 12-31-2020

Fund Source(s)               Fund Code(s)               Fund Amount(s)
Development Fund              16300-2600-1224-41             $215,430.79

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

Description:

Community Reinvestment Area (CRA) Income Tax Sharing Payments

The Department of Economic Development is requesting approval to disburse the annual income tax revenue sharing payment to the Vandalia-Butler City Schools Board of Education ("Vandalia-Butler Schools"). This revenue sharing payment relates to income taxes generated within the Airport Community Reinvestment Area (Airport CRA) and is pursuant to an Intergovernmental Revenue Sharing Agreement ("Revenue Sharing Agreement") entered into with Vandalia-Butler Schools on December 26, 2018. The Revenue Sharing Agreement formalizes the process by which the City is complying with Ohio law as described below.

ORC §5709.82 provides that in the event a building situated within the boundaries of a CRA generates more than One Million Dollars and Zero Cents ($1,000,000.00) of payroll from new employees in a year during which it benefits from real property tax exemption, the City is required to share the income tax revenue generated by the amount by which the new payroll exceeds One Million Dollars and Zero Cents ($1,000,000.00) with the affected local school district.

This payment is based on the new employment payroll for the Airport CRA during calendar year 2019. Energizer Holdings Inc. is currently the only company that generated more than One Million Dollars and Zero Cents ($1,000,000.00) of new payroll.

The annual income tax sharing payments shall be made on or before June 30th each year and expires on June 30, 2039.

A Certificate of Funds for $215,430.79 is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date
Expiry Date
Original Commission Approval
Initial Encumbrance
Remaining Commission Approval

Required Documentation

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

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

Original CT/CF: CT192205, CT192305

Increase Encumbrance
Decrease Encumbrance
Remaining Commission Approval

Amount: $215,430.79

Fund Code: 16300 - 2600 - 1224 - 41 -

Loc

Amount: ________________

Fund Code: ________________ - ________________ - ________________ - ________________ -

Loc

Amount: ________________

Fund Code: ________________ - ________________ - ________________ - ________________ -

Loc

Attach additional pages for more FOAPALS

Vendor Name:
Vandalia-Butler City School

Vendor Address:
500 S. Dixie Drive
Vandalia
OH 45377

Federal ID:
31-6000747

Commodity Code:
91849

Purpose:
School payment for 2019 payroll withholdings year 3 of 15. Encumber with 2020 funds.

Contact Person:
Jill Bramini

Economic Development
4/30/2020

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]

Date: 05-05-2020

CF/CF# Date: 05/05/2020

October 18, 2011
City Manager’s Report

From 2600 - Economic Development

Supplier, Vendor, Company, Individual
Name Vandalia-Butler City Schools
Address 500 S. Dixie Drive
Vandalia, Ohio 45377

Date June 12, 2019
Expense Type Other, (See Description Below)
Total Amount $216,292.31 thru 12-31-2019

Fund Source(s) Fund Code(s) Fund Amount(s)
Development Fund 16300-2600-1221-41 $216,292.31

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

Description
Community Reinvestment Area (CRA) Income Tax Sharing Payments

The Department of Economic Development is requesting approval to disburse the annual income tax revenue sharing payment to the Vandalia-Butler City Schools Board of Education (“Vandalia-Butler Schools”). This revenue sharing payment relates to income taxes generated within the Airport Community Reinvestment Area (Airport CRA) and is pursuant to an Intergovernmental Revenue Sharing Agreement (“Revenue Sharing Agreement”) entered into with Vandalia-Butler Schools on December 26, 2018. The Revenue Sharing Agreement formalizes the process by which the City is complying with Ohio law as described below.

ORC §5709.82 provides that in the event a building situated within the boundaries of a CRA generates more than One Million Dollars and Zero Cents ($1,000,000.00) of payroll from new employees in a year during which it benefits from real property tax exemption, the City is required to share the income tax revenue generated by the amount by which the new payroll exceeds One Million Dollars and Zero Cents ($1,000,000.00) with the affected local school district.

This payment is based on the new employment payroll for the Airport CRA during calendar year 2018. Spectrum Brands is currently the only company that generated more than One Million Dollars and Zero Cents ($1,000,000.00) of new payroll.

The annual income tax sharing payments shall be made on or before June 30th each year and expires on June 30, 2039.

A Certificate of Funds for $216,292.31 is attached.

Signatures/Approval

Division

Department

City Manager

FORM NO. MS-16

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Attach additional pages for more FOAPALs

Vendor Name: Vandalia-Butler City School
Vendor Address: 500 S. Dixie Drive, Vandalia, OH 45377
Federal ID: 31-6000747
Commodity Code: 91849

Contact Person: Ronelle Kinney

Economic Development
5/28/2019
Department/Division Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 5/28/19

CF Prepared by: [Signature]
Date: 5/28/19

Finance Department

October 18, 2011
Community Reinvestment Area (CRA) Income Tax Sharing Payments

The Department of Economic Development requests approval to enter into an Intergovernmental Revenue Sharing Agreement with the Vandalia-Butler City Schools Board of Education ("VBS") regarding income tax sharing payments triggered by projects receiving real property tax abatement in the Airport Community Reinvestment Area ("Airport CRA"). ORC §5709.82 provides that in the event a building situated within the boundaries of a CRA generates more than One Million Dollars and Zero Cents ($1,000,000.00) of payroll from new employees in a year during which it benefits from real property tax exemption, the City is required to share the income tax revenue generated by the amount by which the new payroll exceeds One Million Dollars and Zero Cents ($1,000,000.00) with the affected local school district.

This agreement establishes the process for verifying and calculating the amount of such annual income tax sharing payments and provides that such payments shall be made on or before June 30th of the following year. In addition, the agreement provides that a one-time payment in the amount of One Hundred Forty-two Thousand Six Hundred Eighty-seven Dollars and Fifty Cents ($142,687.50) is based on the new payroll generated in 2017 at the Spectrum Brands facility be paid on or before March 31, 2019.

The Agreement will commence upon execution and expires on June 30, 2039.

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

A Certificate of Funds for $142,687.50 is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

___ X ___ New Contract ___ Renewal Contract ___ Change Order

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Attach additional pages for more FOAPALs

Vendor Name: Vandalia-Butler City School
Vendor Address: 500 S. Dixie Drive, Vandalia, OH 45377
Federal ID: 31-6000747
Commodity Code: 91849

Contact Person: Jill Bramini x3828
Economic Development Department/Division 12/14/2018
Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 12/18/2018
CF Prepared by: 12/18/2018
INTERGOVERNMENTAL REVENUE SHARING AGREEMENT

This INTERGOVERNMENTAL REVENUE SHARING AGREEMENT ("Agreement"), is made and entered into on the later of the dates of execution ("Effective Date") by and between THE CITY OF DAYTON, OHIO ("City"), a municipal corporation, and the VANDALIA-BUTLER CITY SCHOOLS BOARD OF EDUCATION ("VBS"), a public school district. The City and VBS may each be referred to herein as a "Party" and may be referred to collectively as the "Parties."

WHEREAS, City and VBS have encouraged the attraction, retention, and expansion of businesses and the acquisition and development of real property in an area located at Dayton International Airport that has been established as a Community Reinvestment Area ("CRA") under Chapter 3735 of the Ohio Revised Code ("ORC") (such area referred to herein as the "Airport CRA");

WHEREAS, the real property that has been established as the Airport CRA is located within the jurisdiction of VBS;

WHEREAS, City and VBS encourage the creation of new businesses and employment opportunities within the City’s municipal boundaries;

WHEREAS, pursuant to ORC §5709.82 in the event the owner of property situated within the boundaries of a CRA generates more than One Million Dollars and Zero Cents ($1,000,000.00) of payroll ("Threshold Amount") from New Employees (as defined in ORC §5709.82(A)(1)) in a year during which it benefits from real property tax exemption, the City is required to share the income tax revenue generated by the amount by which the payroll generated by New Employees exceeds the Threshold Amount with VBS;

WHEREAS, the Spectrum Brands light manufacturing and distribution facility ("Spectrum Building"), located at 2800 Concorde Drive, is located within the boundaries of the Airport CRA, has been granted a real property tax exemption pursuant to its investment in the Airport CRA, and has generated more than the Threshold Amount of annual payroll from New Employees;

WHEREAS, additional improvements to real property, including new commercial facilities, are under construction and the Parties contemplate that additional commercial development will continue to occur within the Airport CRA (all such buildings under construction or constructed in the future are collectively referred to as "Future Commercial Buildings"); and,

WHEREAS, City and VBS wish to specify the manner and process by which any such income tax revenue sharing is calculated, and any such payments are disbursed with the respect to the Spectrum Building and Future Commercial Buildings.
NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. VERIFICATION OF NEW ANNUAL PAYROLL AND CALCULATION OF INCOME TAX REVENUE SHARING.

No later than June 30th of each year, during the Term of this Agreement (as defined in Article 4(E)), the City shall perform all of the following acts:

1. Verify the amount of annual payroll generated by New Employees during the preceding tax year that is attributable to the Spectrum Building and to each Future Commercial Building that benefited from real property tax exemption in the preceding tax year ("New Employee Payroll Amount");

2. Calculate the corresponding amount of income tax revenue for each owner of real property located in the Airport CRA that generated more than Threshold Amount in payroll from New Employees and received real property tax exemption in the preceding tax year ("Net New Employee Payroll Amount");

3. Multiply the Net New Employee Payroll Amount by the City income tax rate in effect for the applicable tax year ("Net Municipal Income Tax Withholding");

4. Divide the Net Municipal Income Tax Withholding by two (2) to generate the income tax revenue sharing payment ("Revenue Sharing Payment").

Such Revenue Sharing Payment shall be transmitted by City to VBS by wire transfer or other means as mutually agreed upon by City and VBS. The Parties understand and agree that during any individual tax year in which the payroll generated by New Employees does not equal or exceed the Threshold Amount, the City is not required to make a Revenue Sharing Payment.

ARTICLE 2. SPECTRUM BUILDING SINGLE PAYMENT FOR TAX YEAR 2017.

The following shall serve as an example of the calculation of the Revenue Sharing Payment set forth in Article 1 and apply to the Revenue Sharing Payment pursuant to the Spectrum Building for tax year 2017.

1. City has verified that the New Employee Payroll Amount at the Spectrum Building for calendar year 2017 is Twelve Million Four Hundred Fifteen Thousand Dollars and Zero Cents ($12,415,000.00);

2. Subtracting the first One Million Dollars (constituting the Threshold Amount) of new payroll results in a Net New Employee Payroll Amount of Eleven Million Four Hundred Fifteen Thousand Dollars and Zero Cents ($11,415,000.00);
3. Multiplying the Net New Employee Payroll Amount of Eleven Million Four Hundred Fifteen Thousand Dollars and Zero Cents ($11,415,000.00) by the current City income tax rate of Two and one-half percent (2.5%) produces a Net Municipal Income Tax Withholding of Two Hundred Eighty-five Thousand Three Hundred Seventy-five Dollars and Zero Cents ($285,375.00); and

4. Dividing the Net Municipal Income Tax Withholding by two (2) generates a Revenue Sharing Payment of One Hundred Forty-two Thousand Six Hundred Eighty-seven Dollars and Fifty Cents ($142,687.50), which payment will be transmitted to VBS on or before March 31, 2019.

By accepting the Revenue Sharing Payment of $142,687.50, VBS agrees that this payment is the entire and full Revenue Sharing Payment owed by the City to VBS for tax year 2017.

ARTICLE 3. ONGOING REVENUE SHARING PAYMENTS.

Beginning in tax year 2018 and continuing through December 31, 2038, Revenue Sharing Payments attributable to the Spectrum Building and Future Commercial Buildings, if any, shall be made on or before June 30th of the following year in accordance with the process set forth in this Agreement. For avoidance of doubt, the final Revenue Sharing Payment under this Agreement, for tax year 2038, shall be made on or before June 30, 2039.

ARTICLE 4. LIMITED OBLIGATION

Nothing in this Agreement shall be construed or interpreted to pledge the full faith and credit of the City to make the Revenue Sharing Payment under this Agreement, nor shall the City be obligated to make Revenue Sharing Payment in excess of the amount of the Revenue Sharing Payment.

ARTICLE 5. GENERAL PROVISIONS.

A. Waiver of Notice. VBS hereby waives all notice requirements as set forth in Chapters 3735 and 5709 of the ORC, respectively, for all buildings that receive commercial CRA tax exemption that are subject to the provisions of this Agreement.

B. Amendment. This Agreement may be amended or modified by the Parties hereto only by a writing, executed by a duly authorized representative for each party, and by their respective legislative authorities if necessary.

C. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.
D. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

E. **Term.** This Agreement shall commence on the Effective Date and be in effect until the final Revenue Sharing Payment is made pursuant to tax year 2038, unless otherwise extended by mutual agreement of the Parties and execution of an amendment hereto.

F. **Notices.** All certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City: 
City of Dayton  
101 West Third Street  
Dayton, Ohio 45401  
Attention: City Manager

If to the School District: 
Vandalia-Butler City School District  
500 South Dixie Drive  
Vandalia, Ohio 45377  
Attention: Treasurer/CFO

G. **Governing Law.** All matters relating to or arising out of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

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

[**SIGNATURE PAGE FOLLOWS.**]
SIGNATURE PAGE
TO
INTERGOVERNMENTAL REVENUE SHARING AGREEMENT

IN WITNESS WHEREOF, City and VBS, each by a duly authorized representative, have made and entered into this Agreement on the later of the dates of execution by the Parties hereto.

VANDALIA-BUTLER CITY SCHOOL DISTRICT

By: ____________________________

Its: ____________________________

CITY OF DAYTON, OHIO

_______________________________
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_______________________________
City Attorney

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

_______________________________
Decembe 26, 2018

Min. / Bk. 1-15  Pg. 0472

_______________________________
Clerk of the Commission
Dayton Economic Attraction Program (DEAP): Annual Payments

The Department of Economic Development is requesting approval to disburse the annual DEAP grants based on income tax withholdings for net new jobs created. On February 25, 2009 the Dayton City Commission approved DEAP and its policies, eligibility criteria and administrative guidelines by Ordinance No. 30837-09. On November 30, 2016 the Dayton City Commission amended the administrative guidelines by Ordinance No. 31538-16.

DEAP provides an annual grant for three years to companies that create new full-time jobs/payroll in the Downtown area or within one of Dayton’s targeted industry sectors. The annual grant is calculated as a percentage of income tax from new job/payroll creation; 100% for first, 75% for second and 50% for third year for businesses located in downtown Dayton and 50% for three years for businesses within the targeted industry sectors that are not located downtown. The grant is based on a 2.25% tax rate because the Issue 9 funds are earmarked for specific uses. Based on the new employment and payroll information submitted by the companies and verified by the City’s financial records, these two companies met the requirements for DEAP and will receive grants:

- Acadia Lead Management
- RSM US, LLP

A Certificate of Funds is attached for each company.
## SECTION I - to be completed by User Department

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<th>x</th>
<th>New Contract</th>
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- **Contract Start Date**: upon execution
- **Expiration Date**: 12/31/2021
- **Original Commission Approval**: $5,926.93
- **Initial Encumbrance**: $5,926.93
- **Remaining Commission Approval**: $-
- **Original CT/CF**: CT192306, CT202306
- **Increase Encumbrance**: $-
- **Decrease Encumbrance**: $-
- **Remaining Commission Approval**: $-

### Required Documentation

- **x**: Initial City Manager's Report
- **x**: Initial Certificate of Funds
- **x**: Initial Agreement/Contract
- **x**: Copy of City Manager’s Report
- **x**: Copy of Original Certificate of Funds

### Amounts

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### Attach additional pages for more FOAPALS

- **Vendor Name**: Acadia Lead Management Services Inc.
- **Vendor Address**: 130 West 2nd Street, Suite 1050 Dayton Ohio 45402
- **Federal ID**: 20-4561890
- **Commodity Code**: 91849
- **Purpose**: DEAP reimbursement for third year of program. Previous CT192306 for year 1, CT202306 for year 2.

### Contact Person

- **Jill Bramini**

### Originating Department Director’s Signature

- **Date**: 6/10/2021

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

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

### Finance Director Signature

- **Date**: 4/15/2021

### CF Prepared by

- **Date**: 6/14/21

### CF/CT Number

- **CT21-2306**
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

x) New Contract

Contract Start Date: upon execution
Expiration Date: 12/31/2021
Original Commission Approval: $ 57,521.29
Initial Encumbrance: $ 57,521.29
Remaining Commission Approval: $ -
Original CT/CF: CT192307, CT202307
Increase Encumbrance: $ -
Decrease Encumbrance: $ -
Remaining Commission Approval: $ -

Required Documentation

x) Initial City Manager's Report
x) Initial Certificate of Funds

NO DRAFT DOCUMENTS PERMITTED

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

Amount: $ 57,521.29

Fund Code: 16300 - 2600 - 1224 - 41 - Fund Org Acct Prog Act Loc

Amount: ________________

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

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

Attach additional pages for more FOAPALS

Vendor Name: RSM US LLP
Vendor Address: 6 South Patterson Blvd Dayton Ohio 45402
Federal ID: 42-0714325
Commodity Code: 91849
Purpose: DEAP reimbursement for third year of program. Previous CT192307 for year 1, CT202307 for year 2.

Contact Person: Jill Bramini
Economic Development Department/Division 6/10/2021
Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: __________________________
Date: __/__/2021
CF Prepared by: __________________________
Date: __/__/2021

CF/CT Number: CT21-2307

October 18, 2011
Finance Department
AN ORDINANCE

Amending the Dayton Economic Attraction Program and Adopting the Policies, Eligibility Criteria, and Administrative Guidelines for the Dayton Economic Attraction Program, and Declaring an Emergency.

WHEREAS, The Commission of the City of Dayton established the Dayton Economic Attraction Program (DEAP) by Ordinance Number 30837-09 on February 25, 2009; and

WHEREAS, The purpose of the DEAP is to be aggressive and proactive in stimulating job growth in the City; and

WHEREAS, Current economic conditions have made business attraction more competitive than ever before; and

WHEREAS, In order to be a more competitive location for businesses Dayton wishes to amend the administrative guidelines to allow for more flexibility in the business incentive program that rewards business for adding jobs in the City; and

WHEREAS, For the immediate preservation of the public peace, property, health, and safety, it is necessary that this Ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. The Dayton Economic Attraction Program is hereby amended.

Section 2. The Dayton Economic Attraction Program shall be administered according to the policies, eligibility criteria, and administrative guidelines as specified in Attachment A.

Section 3. The City Manager is authorized to implement the Dayton Economic Attraction Program and recommend projects for consideration by the Dayton City Commission.
Section 4. That for the reasons stated in the preamble hereof, this Ordinance is
declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION...Nov...30....., 2016

SIGNED BY THE MAYOR...November...30....., 2016

Mayor Whie
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
November 22, 2016

TO: Shelley Dickstein, City Manager

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

SUBJECT: Ordinance Amending the Administrative Guidelines of the Dayton Economic Attraction Program

This memorandum accompanies and explains the legislation to amend the policies, eligibility criteria, and administrative guidelines of the Dayton Economic Attraction Program (DEAP). On February 25, 2009 the Dayton City Commission approved DEAP and its policies, eligibility criteria, and administrative guidelines by Ordinance number 30837-09.

The Department of Economic Development requests approval of changes to the program to allow for more flexibility as an attraction tool. Changes include:

1. a cap on the total three-year benefit for each business,
2. allowing DEAP to be used for startups with adequate business plans and documentation,
3. DEAP Review Committee changed to Development Fund Allocation Committee, and
4. a change to the benefit percentages for Downtown businesses to 100% in year one, 75% in year two, and 50% in year three.

If you have any questions, please contact Mary Faulkner at extension 3819.

FPW/jb
Attachments
1. Ordinance 30837-09
2. DEAP Incentive Grant Application
3. DEAP Guidelines
4. DEAP Administrative Policies

C: Tammi Clements
Joe Parlette
Dayton Economic Attraction Program (DEAP)

Incentive Grant Application

Note: In order to receive the financial incentive, the enterprise must submit the application and receive approval by the City of Dayton prior to the start of the project. Eligible companies must be located Downtown or fit within one of Dayton’s targeted industry sectors.

A. Contact Information

1. Company Name: ____________________________________________________________

2. Company Address __________________________________________________________

3. Contact Person: __________________________________ Title: ____________________

4. Telephone Number: __________________________________ Fax Number: ____________

5. Email Address: ____________________________________________________________

B. Business Information

1. Name of Principal Owner(s): __________________________________________________

2. Name of Officers: ____________________________________________________________

3. Type of Business (Primary good/service): ______________________________________

4. Business Form:
   - Corporation
   - Partnership
   - Proprietorship
   - LLC
   - Other

5. Target Industry Sector:
   - Aerospace Research and Development
   - Healthcare and Human Services
   - IT, Data Management and Sensors Technologies
   - Advanced Materials and Manufacturing
   - Other

6. Year Formed: ____________ 7. Are Operations Seasonal? □ Yes □ No

8. NAICS Number(s): _________________________________________________________

C. Project Information

1. Project Location (if different from A2): ________________________________________

2a. From where are the relocated jobs and/or assets coming? _______________________

Department of Economic Development

Revised 10/2016

Page 1 of 4
3a. Start Date of Project:  
3b. End Date of Project:  

4. Describe the Project (i.e. Number of Square Feet, Relocation, Purchase Equipment, etc.)  

5. State the reason(s) for requesting DEAP and how it will impact your business:  

6. If there is specific investment associated with your job creation, estimate the dollar amount to be invested by the enterprise to establish, expand, renovate, or occupy a facility:  

<table>
<thead>
<tr>
<th>Acquisition of Building</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition of Land</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improvements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Machinery/ Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture/ Fixtures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Project Investment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. Tax and Environmental Information  

1. Does the company owe:  
   a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
      ☐ Yes ☐ No  
   b. Any money to the State or state agency for administration or enforcement of environmental laws of the state?  
      ☐ Yes ☐ No
c. Any other money to the State, state agency, or political subdivision that is past due, whether the amount is being contested in a court of law or not?

☐ Yes  ☐ No

d. If answered yes to any of the above parts, please provide a detailed explanation of each instance including, but not limited to, the location, amounts, and/or case identification numbers as an attachment.

E. Job Creation Projections

1. Indicate current number of Full-time Equivalent (FTE) Employees in the company:__________.

2a. Estimate number of new FTE Employees the company intends to hire:______.

2b. Indicate number of jobs created per year and estimate amount of annual payroll and average wage of FTE Employees:

<table>
<thead>
<tr>
<th>Year</th>
<th>Jobs Created (est.)</th>
<th>Total Payroll</th>
<th>Average Wage ($/hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
Information Request Authorization:

Submission of this application expressly authorizes the City of Dayton to confirm statements contained within this application and to review applicable confidential records. As part of this application, the applicant may also be required to complete a waiver form allowing the City of Dayton Division of Revenue & Taxation to release specific tax records considering the incentive request. The applicant agrees to supply additional information upon request by the City of Dayton. Failure to supply the requested information will immediately result in removal from the Dayton Economic Attraction Program.

Certification

By Signing below, the applicant affirmatively covenants that the informant contained in and submitted with this application is complete and correct and is aware of ORC Section 2921.13 and 2929.31, including penalties for falsification which could result in felony charges and the forfeiture of all current and future economic development assistance benefits, as well as a fine as much as $10,000 and/or term of imprisonment.

(Name of Company)  (Signature)

(Date)  (Typed/Printed Name and Title)

(Name of Company)  (Signature)

(Date)  (Typed/Printed Name and Title)

OFFICE USE ONLY

Application Fee received:  □ Yes  □ No
Type:  □ Downtown  □ Targeted Industry  □ Both
Rate:  ___ Year One  ___ Year Two  ___ Year Three
ED Reviewer:  

Department of Economic Development  Revised 10/2016  Page 4 of 4
Department of Economic Development
Dayton Economic Attraction Program (DEAP) Guidelines

PURPOSE: The purpose of the DEAP (the “Program”) is to provide an incentive for the attraction and growth of businesses in Downtown Dayton and key industry sectors. This Program may be used in conjunction with other financing and incentive programs available through the City of Dayton as well as the federal government, the State of Ohio, and the Dayton-Montgomery County Port Authority as provided herein.

INCENTIVE: The City of Dayton may at the discretion of the City Manager provide, as an incentive, an annual grant for up to three years at the following percentages:

- Downtown Dayton – Accelerated incentive schedule, i.e. 100-75-50 of income tax withholding from new job creation.
- Key industry sectors – 50% of income tax withholding from new job creation.
- $1,000,000 cap on the total three-year benefit per company

ELIGIBILITY: To qualify for the Program, an enterprise must be currently located in or planning to locate in Downtown Dayton. (Downtown Dayton is illustrated on the attached zoning map.) Or, an enterprise must be currently located in or planning to locate anywhere in the City of Dayton and fit within one of the following key industry sectors:

- Advanced Materials & Manufacturing
- Aerospace Research and Development
- IT, Data Management & Sensors Technologies
- Health Care & Human Services

In addition, an entity must intend to create and maintain no less than five net new full-time-equivalent (FTE) jobs or no less than $200,000 net new payroll (as a result of net new jobs). The grant will only be for net new jobs created, not existing positions with new employees. NOTE: If an enterprise has received City funds within three years prior to application, the enterprise might be disqualified from the Program.

"Net New Job" means a full-time employee first employed by an enterprise after the enterprise is approved for the program. "Net New Job" does not include an employee if, immediately prior to being employed by the enterprise, the employee was employed by another enterprise that is a related member or predecessor enterprise of that enterprise. "Net New Job" does not include an employee who was previously employed by the enterprise within the last 6 months. This means an employee who was laid off within the last six months will not be considered a net new job.

APPLICATION: In order to be considered for the Program, an enterprise must submit a completed application. An application will not be complete until all of the following items are received by the Department of Economic Development.

1. An application to the Department of Economic Development;
2. A $250.00 non-refundable application fee with the application; and
3. All required documentation (as set forth on the DEAP Application).
Applications are available at the City of Dayton, Department of Economic Development, 101 West Third St., Dayton, Ohio 45402, or on the City's website at www.DaytonOhio.gov.

If all eligibility requirements are met and a completed application and application fee have been received by the Department of Economic Development, the application will be forwarded to the Development Fund Allocation Committee for approval. A determination letter will be provided within 30 days of receipt of a completed application.

**Grant Amount:** The actual amount of the grant will be based on the actual new income tax withholding compared to a baseline determined at the time of application.

**Payment:** The DEAP grant payment will be made in the second half of the following year after the enterprise files an annual DEAP year-end report in the calendar year following and then the succeeding two years if the enterprise remains qualified.

**Additional Requirements:**

1. Applicant must submit all documentation as required by the City of Dayton's Department of Economic and the Development Fund Allocation Committee.

2. Approved applicants must submit an annual DEAP year-end report certifying the number of net new jobs.

3. Applicant must be current on all local, state, and federal taxes, assessments, and bills.

4. Applicant must be in compliance with all local, state and federal laws, including, without limitation, zoning, building, and fire codes.

5. Applicant must comply with Dayton's Revised Code General Ordinances Section 35.70 through 35.74, commonly known as the "Living Wage Ordinance."

6. Applicant must provide evidence of ownership or lease at the time of application.

7. Applicant must provide financial records as requested.
Department of Economic Development
Dayton Economic Attraction Program (DEAP)
Administrative Policies

1. This Program may be used in conjunction with other financing and incentive programs available through the City of Dayton, however, if an enterprise has received City funds within three years prior to application, the enterprise might be disqualified from receiving a DEAP grant.

2. “Net New Job” means a full-time employee first employed by an enterprise after the enterprise is approved for the program. “Net New Job” does not include an employee if, immediately prior to being employed by the enterprise, the employee was employed by another enterprise that is a related member or predecessor enterprise of that enterprise. “Net New Job” does not include an employee who was previously employed by the enterprise within the last six months. This means an employee who was laid off within the last six months will not be considered a net new job.

3. Applicant must be current on all local, state, and federal taxes, assessments, and bills.

4. Applicant must be in compliance with all local, state and federal laws, including, without limitation, zoning, building, and fire codes.

5. Applicant must comply with Dayton’s Revised Code General Ordinances Section 35.70 through 35.74, commonly known as the “Living Wage Ordinance.”

6. All applicants should have an R&E analysis prior to approval of their application.

7. Applicant must provide evidence of ownership or lease within the corporate limits of the City of Dayton at the time of application.

8. The Department of Economic Development will be responsible for receiving the DEAP applications and associated materials and year-end reports.

9. The Development Fund Allocation Committee (DFAC) will be made up of staff from the Office of Economic Development, the Office of Management and Budget, and the Department of Finance.

10. DFAC will have 30 days to review and approve applications.

11. The Department of Economic Development will track job creation as a result of the Program.
AN ORDINANCE

Establishing the Dayton Economic Attraction Program and Adopting the Policies, Eligibility Criteria, and Administrative Guidelines for the Dayton Economic Attraction Program, and Declaring an Emergency.

WHEREAS, Dayton seeks to be aggressive and proactive in stimulating job growth in the City; and

WHEREAS, Current economic conditions have made business attraction more competitive than ever before; and

WHEREAS, In order to stay in front of the competition, Dayton has developed a persuasive new business incentive program that rewards business for adding jobs in the City; and

WHEREAS, For the immediate preservation of the public peace, property, health, and safety, it is necessary that this Ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. The Dayton Economic Attraction Program is hereby established.

Section 2. The Dayton Economic Attraction Program shall be administered according to the policies, eligibility criteria, and administrative guidelines as specified in Attachment A.

Section 3. The City Manager is authorized to implement the Dayton Economic Attraction Program and recommend projects for consideration by the Dayton City Commission.

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

PASSED BY THE COMMISSION February 25, 2009

SIGNED BY THE MAYOR February 25, 2009

Mayor Rhine McLin, City of Dayton, Ohio

ATTEST:

Rachelle Kenney
Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
AN ORDINANCE

Amending the City’s Appropriations for the Year 2021, and Declaring an Emergency.

WHEREAS, On May 5, 2021, this Commission passed an appropriation ordinance for the year 2021, being Ordinance Number 31885-21, which provided for the appropriation of $745,360,600 to the various funds of the City of Dayton; and,

WHEREAS, The City Manager and Department Directors arranged a work program for 2021 for which there are now modifications in several funds that require amendment to the 2021 appropriations made in Ordinance Number 31885-21; and,

WHEREAS, The City’s Charter and State law mandate that no expenditures be made except pursuant to appropriations authorized by the Commission; and,

WHEREAS, To provide for the usual daily operations of the various departments of the City until the end of the current calendar year, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That appropriations for the year 2021 made by this Commission pursuant to Ordinance No. 31885-21 of monies available to the City, or in the process of collection by the City, and not otherwise encumbered, are amended as shown within the following funds:

<table>
<thead>
<tr>
<th>GOVERNMENTAL FUND TYPE</th>
<th>2021 Appropriations (First Revised)</th>
<th>2021 Appropriations (Second Revised)</th>
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<tr>
<td></td>
<td>Clerk of Commission 1200</td>
<td>1,255,400</td>
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<td></td>
<td>Civil Service Board 1300</td>
<td>1,384,900</td>
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<td>Expenses</td>
<td>14,700</td>
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<td>Total</td>
<td>1,399,600</td>
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<td>Human Relations Council 1400</td>
<td>870,000</td>
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<td>City Manager's Office 2100</td>
<td>1,321,900</td>
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<td></td>
<td>Public Affairs 2101</td>
<td>1,198,000</td>
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<td></td>
<td>Office of Sustainability 2105</td>
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<td></td>
<td>Dept. of Planning and Community Development (including Housing Inspection) 2300</td>
<td>3,680,500</td>
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<tr>
<td></td>
<td>Expenses</td>
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<td>------</td>
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<td>-------------------------------------</td>
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<tr>
<td>2300</td>
<td>Dept. of Planning, Neighborhoods &amp; Development</td>
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<td></td>
<td>Expenses</td>
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<td>2500</td>
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<td>2600</td>
<td>Department of Economic Development</td>
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<td></td>
<td>(including Zoning Admin. &amp; Building Inspection)</td>
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<tr>
<td>2700</td>
<td>Dept. of Procurement, Management &amp; Budget</td>
<td>1,889,100</td>
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<td>6300</td>
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<td></td>
<td>Expenses</td>
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<td>40,267,800</td>
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<tr>
<td>6400</td>
<td>Department of Public Works</td>
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<tr>
<td>6500</td>
<td>Department of Recreation &amp; Youth Services</td>
<td>3,595,900</td>
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<td>9980</td>
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<td>Total Issue 9 - General Fund</td>
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<td>Community Golf &amp; Recreation Fund - 13000</td>
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<tr>
<td>6550</td>
<td>Department of Recreation &amp; Youth Services</td>
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<td>Expenses</td>
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<td>Transfers Out</td>
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<td>Total Community Golf &amp; Recreation Fund</td>
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<td>Special Projects</td>
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<td><strong>Total General Fund</strong></td>
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<td><strong>(2) Special Revenue</strong></td>
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<td>Roadway Maintenance Fund - 21999</td>
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<td></td>
<td>Street Maintenance Fund - 21000</td>
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<tr>
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<td><strong>Total Roadway Maintenance Fund</strong></td>
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<td>Street Maintenance Capital - 21200</td>
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<td><strong>Total Street Maintenance Capital</strong></td>
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<td>Highway Maintenance Fund - 21100</td>
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<td><strong>Total Roadway Maintenance Fund</strong></td>
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<td>HUD Programs Operating</td>
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<td><strong>Other Special Revenue - 22111-515</strong></td>
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<td><strong>Total Debt Service</strong></td>
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<td>(4) Capital Project Funds</td>
<td>2021 Appropriations (First Revised)</td>
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<tr>
<td>General Capital Fund - 40000</td>
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**Total Capital Project Funds**

| 66,161,200 | 66,934,800 |

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<th>(5) Permanent Funds</th>
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**TOTAL GOVERNMENTAL FUND**

| 413,341,800 | 423,609,100 |

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<th>(6) Enterprise Funds</th>
<th>2021 Appropriations (First Revised)</th>
<th>2021 Appropriations (Second Revised)</th>
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<td>Aviation Operating Fund - 51000 and 51001</td>
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<td>3200-9990 Department of Aviation</td>
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<table>
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<th>2021 Appropriations (First Revised)</th>
<th>2021 Appropriations (Second Revised)</th>
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<th>Water Operating Fund - 53000, 53997 and 53998</th>
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<th>2021 Appropriations (Second Revised)</th>
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</tr>
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<tr>
<td><strong>Sanitary Sewer Operating Fund - 55000</strong></td>
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<tr>
<td>3400 Department of Water - 3400 and 9970</td>
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<td>6500 Department of Recreation &amp; Youth Services</td>
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<td>Expenses</td>
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<tr>
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<td>6,000</td>
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<td><strong>Total Golf Operating Fund</strong></td>
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<td>286,141,700</td>
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(7) **Internal Service Funds**

**Fleet Management Fund - 61000**

<p>| 6400 Department of Public Works | 6,891,000 | 6,973,400 |
|<strong>Total Fleet Management Fund</strong>  | 6,891,000 | 6,973,400 |</p>
<table>
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<td>Department of Information Technology</td>
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<td>33,367,100</td>
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<td>Total Healthcare Self Insurance Fund</td>
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<td>Workers' Compensation Fund - 65000</td>
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<td>Total Workers' Compensation Fund</td>
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<td>Plumbing Shop - 66000</td>
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<td>740,400</td>
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<td>Department of Fire</td>
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Section 2. That a new fund shall be created entitled Local Fiscal Recovery Fund ("LFRF"). The purpose of this fund is to track the proceeds and expenditures related to the American Rescue Plan in accordance with Ohio Auditor of State Bulletin 2021-004.

Section 3. That the City Manager is authorized to advance up to One Million Dollars and Zero Cents ($1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

Section 4. That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 and as described below:

<table>
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<tr>
<th>GOVERNMENTAL FUND TYPE</th>
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<th>2021 Second Revised</th>
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<td>From</td>
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<tr>
<td>10000 - 1300</td>
<td>Civil Service</td>
<td>40000-1300</td>
</tr>
<tr>
<td>From</td>
<td>To</td>
<td>2021 First Revised</td>
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<tr>
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<td>10000-2300 Planning, Neighborhoods &amp; Development</td>
<td>16999-2300 Special Projects</td>
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<td>10000-9980 Non-Departmental</td>
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<td>28999-1400 Miscellaneous Grants</td>
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<td><strong>1,027,200</strong></td>
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<td>13000-6550 Golf Operating</td>
<td>40000-6550 Capital</td>
<td><strong>650,000</strong></td>
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<td>40000-2600 Capital</td>
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<td>31100-5300 G.O. Debt</td>
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<td>65000-5600 Worker's Compensation</td>
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<td><strong>Issue 9 - General Fund - 10001</strong></td>
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<td>10001-9980 Non-Departmental</td>
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<td><strong>Subtotal Transfers Out 10001</strong></td>
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<td>75000-5300 Income Tax Fund</td>
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<td>16999-2300 Special Projects</td>
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<td>40000-6400 Capital</td>
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<td></td>
<td>59000-6550 Golf</td>
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<td><strong>Subtotal Transfers Out 75000</strong></td>
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<td><strong>Total General Fund Transfers Out</strong></td>
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<td><strong>13,350,600</strong></td>
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<td><strong>(4) Capital Projects</strong></td>
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<td>31100-5300 G.O. Debt</td>
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<td>2021 Second Revised</td>
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<td>---------------------</td>
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<td><strong>(6) Enterprise Funds</strong></td>
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<tr>
<td>From</td>
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<td>51000 and 51001-9960</td>
<td>Aviation Operating Fund 51002-52999-3200</td>
<td>Aviation Capital 2,133,000</td>
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<td>51002-52999-3200</td>
<td>Aviation Capital   51000-51000-3200</td>
<td>Aviation Operating 5,056,200</td>
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<td>53000-9970</td>
<td>Water Operating Fund 53001-53996-3400</td>
<td>Water Capital 9,058,400</td>
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<td>55000-9970</td>
<td>Sanitary Sewer Operating Fund 55001-55999-3400</td>
<td>Sanitary Sewer Capital 6,925,000</td>
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<td>58000-9970</td>
<td>Storm Water Operating Fund 58001-58999-3400</td>
<td>Storm Water Capital 1,000,000</td>
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<td><strong>Total Enterprise Fund Transfers Out</strong></td>
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</tr>
<tr>
<td><strong>TOTAL ALL FUNDS</strong></td>
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</tbody>
</table>

Section 5. That all books of accounts, warrants, orders, vouchers or other official reference to any appropriation shall indicate the appropriated funds involved or to be drawn upon by the code number as set forth in the detailed budget.

Section 6. That Ordinance Number 31885-21, passed by this Commission on May 5, 2021 is repealed.
Section 7. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

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

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

Mayor of the City of Dayton, Ohio

Attest:

______________________________
Clerk of the Commission

Approved as to form:

______________________________
City Attorney
MEMORANDUM

June 17, 2021

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director
Department of Procurement, Management & Budget

SUBJECT: 2021 Second Revised Appropriation Ordinance

Please find attached the ordinance adopting the second revised appropriation for 2021. The revised appropriation includes a net increase of $12.3 million across all funds. These adjustments are funded from budget reallocations, increases in revenues, or the use of cash balances.

As the COVID-19 crisis wanes, the second revised appropriation incorporates several major changes that were not contemplated in the original budget due to the raging pandemic. Specifically, Departmental reorganizations and restructuring, reinstatement of recruit classes and re-establishment of positions in critical areas. Additionally, the cessation of planned Cost Savings Days (CSD) and a $2,000 lump sum payment to all participating employee groups are also included in the appropriation adjustments. These increases were made possible by higher than projected revenues, the anticipated use of grant fund proceeds, and budgetary realignment.

The following describes the significant changes contained in the second revised appropriation (with greater detail on the attached listing of all adjustments).

1. An increase of $6.2 million in the General Fund, including Special Projects, reflects several adjustments explained below:
   
   • An increase of $165,000 to the Civil Service Board for expenses related to the reinstated Police and Fire recruit classes and the re-establishment of a Civil Service Associate position.
   
   • A $93,800 net increase to the Human Relations Council budget for re-establishing positions and increased expenses related to the Agency’s restructuring of operations.
   
   • $160,000 in the City Manager’s Office for costs related to the alternative police response initiative.
   
   • A net increase of $364,800 for the Planning & Community Development and Economic Development merger, becoming the new Department of Planning, Neighborhoods & Development.
   
   • An increase of $50,000 in Procurement, Management & Budget for temporary services to assist with the ARPA program.
1. General Fund Adjustments (cont.):

   - A $139,500 increase in Law. $40,000 for leadership development; $50,000 for an Assistant Attorney I position related to Procurement oversight; $10,000 to continue the Buyer’s Remorse Program; $30,000 for administrative investigations; and $9,500 for consultant services related to the Police Reform initiative.

   - $80,000 increase to the Human Resources budget for Police Chief recruitment and the assessment center.

   - Police increases of $513,200 for reinstatement of the 2021 recruit class beginning in November and for polygraph machines and training.

   - Fire increases of $714,900. $703,500 for reinstatement of the 2021 recruit class beginning in August and $11,400 to fund a shortfall in funding for staff vehicles.

   - $362,000 in Public Works for the replacement of one of three waste collection vehicles destroyed in a fire incident. Insurance proceeds will pay for replacing one unit (the two other units will be debt-financed).

   - An increase of $269,500 related to the Recreation & Youth Services reorganization, which includes reinstatement of several positions and an increase in future programming.

   - $4,000 to the Issue 9 budget for capital equipment.

   - $500,000 in the Development Fund for future projects.

   - Public Safety Photo Enforcement Fund increases by $930,000 for program expenses resulting from higher than originally projected revenues.

   - $140,000 in the Real Estate Development Fund for property expenses.

   - The Mediation Center increases by $120,000. $60,000 for mediation services for the homeless community funded by COVID-19 supplemental ESG funding; $40,000 for a new Mediation Specialist for mediation and conflict resolution related to the Police Reform initiative; and $20,000 for public outreach expenses that will be recouped.

   - Citizen Engagement Special Projects increases by $17,000 for the NLC Grant.

   - $3,300 in HRC Special Projects for miscellaneous expenses.

   - An increase of $1.5 million for the $2,000 lump sum payment for each participating employee group, and the cessation of the CSD deduction from employees’ pay.
2. An increase of $3.2 million to Special Revenue category for the following:
   - The Emergency Solutions grant increases by $1.4 million to match the HUD allocation.
   - Miscellaneous Grants increases by $2.3 million to cover future anticipated grant awards.
   - West Dayton Development Fund increases by $402,500 for future projects.
   - Establishment of $450,000 in budget in the new Convention Facilities Authority Fund to remit the City’s share of hotel lodging tax to the CFA.
   - North West Dayton Redevelopment Fund increases by $486,000 to cover awarded projects.
   - DP&L Energy Efficient Fund increases by $250,000 for future projects.
   - Police Property Room decreases by $2,182,800 as it was reassigned to its previous Agency Fund classification in accordance with GASB 84 guidance.
   - An increase of $129,600 across all Special Revenue Funds for the employee lump sum payment and CSD credit.

3. An increase of $773,600 in General Capital covers two waste collection vehicles destroyed by fire (debt-financed), repairs to the Fire Burn Training Center, as well as expenses related to playground improvements at McIntosh Park.

4. An increase of $32,800 in Aviation Operating Transfers Out to reimburse the capital fund for expenses from a land sale, and a $293,200 increase for the employee lump sum payment and CSD credit.

5. A net adjustment of $52,000 in Aviation Capital reflects a $39,500 decrease for closed funds and an increase of $91,500 to increase the debt service transfer.

6. Water Operating increases of $58,700 for IT costs, $150,000 for capital equipment, and $727,000 for the employee lump sum payment and CSD credit.

7. $100,000 in Sanitary Sewer Operating for the County sewer rate increase and $351,900 for the employee lump sum payment and CSD credit.

8. $120,800 in Storm Water Operating for the employee lump sum payment and CSD credit.

9. $35,000 in the Healthcare Self Insurance Fund for auditing services.
10. An increase of $143,200 across the six Internal Service Funds for the employee lump sum payment and CSD credit.

It should be noted that the adjustments related to Department reorganizations and restructuring as well as the re-establishment of critical positions contained in this revision will have a greater financial impact on the 2022 budget. The adjustments contained herein reflect five months of costs; whereas the 2022 budget will reflect the entire calendar year.

Please let me know if you have any questions or require any additional information.

DTS/sb

Attachment

cc:  Mr. Parlette
     Ms. Lofton
     M&B Staff
<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Description</th>
<th>Purpose</th>
<th>Approved Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>10000</td>
<td>City Manager's Office Recreation and Youth Services</td>
<td>C&amp;M Budget Increase</td>
<td>LEAP and Alternative Response Model</td>
<td>160,000</td>
<td>Increase $10,000 for LEAP and $150,000 for Alternative Response Model Contract.</td>
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<tr>
<td>10000</td>
<td>Personnel Budget Increase</td>
<td>Department reorganization</td>
<td></td>
<td>269,500</td>
<td>Re-establish seven Rec &amp; Park Aides.</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>Increase $40,000 for Mgt. Coaching (Prosecutors Office), $50,000 for Assistant Attorney I - Procurement Taskforce, $10,000 for continue Buyer's Remorse program, $9,500 for consultant services related to Police Reform, $30,000 for administrative investigations.</td>
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<tr>
<td>10000</td>
<td>Law</td>
<td>Personnel and C&amp;M Budget Increase</td>
<td>Leadership development, procurement</td>
<td>139,500</td>
<td>Increase $374,400 for recruit class personnel, $87,600 for recruit gear cost, $33,800 Polygraph training, and $17,400 for (2) Polygraph machines. Increase $606,300 for recruit class personnel, $97,200 for recruit gear cost, and $11,400 for (2) staff vehicle shortage. Reduce $10,600 for transfers out for AFG cash match.</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>compliance, programming, consultant services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and administrative investigations</td>
<td></td>
<td></td>
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<tr>
<td>10000</td>
<td>Police</td>
<td>Personnel and C&amp;M Budget Increase</td>
<td>Reinstates recruit class and polygraph</td>
<td>513,200</td>
<td>Increase $41,600 for Fire and $25,500 for Police recruitment expenses, increase $49,500 for (2) temps, $39,900 for Civil Service Associate position, and $8,500 for technology.</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>machines and training</td>
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<td>Fire</td>
<td>Personnel and C&amp;M Budget Increase</td>
<td>Reinstates recruit class and cover vehicle</td>
<td>704,300</td>
<td>Police Chief recruitment and assessment center. Merger of the Departments of Economic Development and Planning &amp; Community Development. New Department includes Welcome Dayton.</td>
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<td></td>
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<td>cost shortfall</td>
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<tr>
<td>10000</td>
<td>Fire</td>
<td>Increase Transfers Out</td>
<td>Grant cash match</td>
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<tr>
<td>10000</td>
<td>Civil Service</td>
<td>Personnel and C&amp;M Budget Increase</td>
<td>Services related to the Fire and Police</td>
<td>165,000</td>
<td>Increase $23,800 for personnel (offset by Welcome Dayton moving to PND) and $70,000 for C&amp;M expenses related to Police Reform.</td>
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<tr>
<td></td>
<td>Human Resources</td>
<td>C&amp;M Budget Increase</td>
<td>recruit classes</td>
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<td>Planning, Neighborhood &amp; Development</td>
<td>Personnel Budget Increase</td>
<td>Department reorganization</td>
<td>364,800</td>
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<tr>
<td>10000</td>
<td>HRC</td>
<td>Personnel and C&amp;M Budget Increase</td>
<td>Department reorganization</td>
<td>93,800</td>
<td>Three vehicles were destroyed by fire. Budget for one unit funded by insurance proceeds.</td>
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<td>10000</td>
<td>Public Works</td>
<td>C&amp;M Budget Increase</td>
<td>Waste Collection Vehicle</td>
<td>362,000</td>
<td>Two temp employees to assist PMB with American Rescue Plan Act funding.</td>
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<td>Procurement, Management &amp; Budget</td>
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<td>10000</td>
<td>Non-Departmental</td>
<td>Increase Transfers Out</td>
<td>New Mediation Specialist I position</td>
<td>50,000</td>
<td>Increase $40,000 for New Mediation Specialist and $58,000 for 2021 MBAC Grant cash match shortage. Bids came in about $4,000 over the amount of available funds.</td>
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<td>10001</td>
<td>Issue 9</td>
<td>C&amp;M Budget Increase</td>
<td>Capital Equipment</td>
<td>1,006,000</td>
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<td>Personnel Budget Increase</td>
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<td>4,000</td>
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<td>10000</td>
<td>Various</td>
<td>Personnel Budget Increase</td>
<td>Restore CSD</td>
<td>484,600</td>
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<td><strong>Total General Fund Departments</strong></td>
<td><strong>$ 4,505,300</strong></td>
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<td>Fund</td>
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<td>Description</td>
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<td>Approved Amount</td>
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<tr>
<td>16702</td>
<td>Mediation Center</td>
<td>Personnel and C&amp;M Budget Increase</td>
<td>Community outreach, professional services, and personnel</td>
<td>120,000</td>
<td>Increase $60,000 for mediation services for the homeless funded by ESG supplemental COVID-19 grant; increase $40,000 for new Mediation Specialist position for mediation and conflict resolution related to Police Reform; increase $20,000 for public outreach expenses.</td>
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<td>16122</td>
<td>Police</td>
<td>C&amp;M Budget Increase</td>
<td>Photo enforcement program vendor services</td>
<td>930,000</td>
<td>Increase budget for program costs due to higher than anticipated revenues.</td>
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<td>16606</td>
<td>PND - Community Engagement</td>
<td>Personnel Budget Increase</td>
<td>Budget for NLC grant</td>
<td>17,000</td>
<td>Grant covers translation services, graphic design and printing of materials.</td>
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<td>16303</td>
<td>HRC</td>
<td>C&amp;M Budget Increase</td>
<td>Miscellaneous expenses</td>
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<td>16304</td>
<td>ED</td>
<td>C&amp;M Budget Increase</td>
<td>City-owned property expenses</td>
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<td>16300</td>
<td>ED</td>
<td>C&amp;M Budget Increase</td>
<td>Future projects</td>
<td>500,000</td>
<td>Budget availability for future projects.</td>
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<td>Various</td>
<td>Personnel Budget Increase</td>
<td>$2,000 lump sum</td>
<td>16,700</td>
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<td>Special Projects</td>
<td>Various</td>
<td>Personnel Budget Increase</td>
<td>Restore CSD</td>
<td>17,000</td>
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**Total General Fund Special Projects** $1,744,000

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<th>Purpose</th>
<th>Approved Amount</th>
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<tbody>
<tr>
<td>22508</td>
<td>Police</td>
<td>Budget cleanup</td>
<td>GASB 84</td>
<td>(2,012,100)</td>
<td>Reassign fund to previous classification.</td>
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<tr>
<td>22511</td>
<td>Police</td>
<td>Budget cleanup</td>
<td>GASB 84</td>
<td>(170,700)</td>
<td>Reassign fund to previous classification. Establish $450,000 in budget to remit City’s share of hotel lodging payments to CFA.</td>
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<tr>
<td>22519</td>
<td>Finance</td>
<td>C&amp;M Budget Increase</td>
<td>Hotel-Motel Tax</td>
<td>450,000</td>
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<tr>
<td>22502</td>
<td>ED</td>
<td>C&amp;M Budget Increase</td>
<td>Future projects</td>
<td>402,500</td>
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<tr>
<td>22504</td>
<td>ED</td>
<td>C&amp;M Budget Increase</td>
<td>Awarded projects</td>
<td>486,000</td>
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<tr>
<td>22512</td>
<td>ED</td>
<td>C&amp;M Budget Increase</td>
<td>Future projects</td>
<td>250,000</td>
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<td>25003</td>
<td>Planning, Neighborhood &amp; Development</td>
<td>C&amp;M Budget Increase for CARES</td>
<td>Contract for HUD homelessness prevention services</td>
<td>1,206,100</td>
<td>Homelessness prevention services, peer support, and shelter services.</td>
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<td>25002</td>
<td>Planning, Neighborhood &amp; Development</td>
<td>C&amp;M Budget Increase</td>
<td>Emergency Solutions grant allocation</td>
<td>203,000</td>
<td>Actual allocation is higher than estimate.</td>
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<td>28610</td>
<td>Misc Grants</td>
<td>C&amp;M Budget Increase</td>
<td>Future anticipated grant awards</td>
<td>2,300,000</td>
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<td>Special Revenue</td>
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<td>Personnel Budget Increase</td>
<td>$2,000 lump sum</td>
<td>90,000</td>
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<td>Special Revenue</td>
<td>Various</td>
<td>Personnel Budget Increase</td>
<td>Restore CSD</td>
<td>39,600</td>
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**Total Special Revenue** $3,244,400

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<th>Dept.</th>
<th>Description</th>
<th>Purpose</th>
<th>Approved Amount</th>
<th>Notes</th>
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<tbody>
<tr>
<td>40004</td>
<td>Fire</td>
<td>C&amp;M Budget Increase</td>
<td>Training facility repairs</td>
<td>40,000</td>
<td>Repairs to Fire Burn Building, audio-visual remodel in training classroom.</td>
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<tr>
<td>49000</td>
<td>Public Works</td>
<td>C&amp;M Budget Increase</td>
<td>(2) Waste collection vehicles</td>
<td>653,600</td>
<td>Debt-finance two units destroyed by fire.</td>
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<tr>
<td>40032</td>
<td>Public Works</td>
<td>C&amp;M Budget Increase</td>
<td>McIntosh Park playground improvement</td>
<td>80,000</td>
<td>Bids exceeded available funds by $80,000.</td>
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</table>

**Total General Capital** $773,600
<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Description</th>
<th>Purpose</th>
<th>Approved Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>51000</td>
<td>Aviation</td>
<td>Increase Transfers Out</td>
<td>Land sale property tax</td>
<td>32,800</td>
<td>Reimburses capital fund for land options and property tax expenses deducted from receipts of land sale.</td>
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<tr>
<td>51000</td>
<td>Aviation</td>
<td>Personnel Budget Increase</td>
<td>Restore CSD</td>
<td>117,200</td>
<td></td>
</tr>
<tr>
<td>51000</td>
<td>Aviation</td>
<td>Personnel Budget Increase</td>
<td>$2,000 lump sum</td>
<td>176,000</td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total Aviation Operating</strong></td>
<td></td>
<td><strong>326,000</strong></td>
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<tr>
<td>51228</td>
<td>Aviation</td>
<td>C&amp;M Budget Decrease</td>
<td>Fund Closure</td>
<td>(39,500)</td>
<td>Completed projects. Increase debt service transfer budget from capital to Debt Service Fund.</td>
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<td>51228</td>
<td>Aviation</td>
<td>Increase Transfers Out</td>
<td>Debt Service Payment</td>
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<td>53000</td>
<td>Water</td>
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<td>Centralized IT expenses</td>
<td>58,700</td>
<td>Increase $58,700 for IT services.</td>
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<td>53000</td>
<td>Finance</td>
<td>C&amp;M Budget Increase</td>
<td>Capital Equipment</td>
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<td>Water</td>
<td>Various</td>
<td>Personnel Budget Increase</td>
<td>Restore CSD</td>
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<td>Water</td>
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<td><strong>Total Water Operating</strong></td>
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<td><strong>935,700</strong></td>
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<td>55000</td>
<td>Sewer</td>
<td>C&amp;M Budget Increase</td>
<td>Rate Increase from Montgomery County</td>
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<td>Increase $100,000 for Sewer rate increase.</td>
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<td>55000</td>
<td>Sewer</td>
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<td>55000</td>
<td>Sewer</td>
<td>Personnel Budget Increase</td>
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<td>232,000</td>
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<td><strong>Total Sewer Operating</strong></td>
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<td><strong>451,900</strong></td>
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<td>Storm Water</td>
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<td>Personnel Budget Increase</td>
<td>Restore CSD</td>
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<td>Storm Water</td>
<td>Various</td>
<td>Personnel Budget Increase</td>
<td>$2,000 lump sum</td>
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<td>Healthcare Self Insurance</td>
<td>C&amp;M Budget Increase</td>
<td>Auditing Services</td>
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<td><strong>Total Internal Service</strong></td>
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<td><strong>Total All Funds</strong></td>
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<td><strong>12,331,900</strong></td>
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A RESOLUTION

Declaring the Intention to Appropriate Real Property Interests in Parcels 10T, 12T, 13T, 16T, 24T, 27T, 28T, 31WD, and 31T in Connection with the West Hillcrest Sidewalk Phase 2 Project, and Declaring an Emergency

WHEREAS, The acquisition of interests in certain real estate is required for the West Hillcrest Sidewalk Phase 2 Project, and,

WHEREAS, The City has been unable to reach an agreement with the legal owner/owners of the property who may have an interest,

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this resolution take effect at an early date, for the reason that the earliest possible acquisition of the interest in certain real property hereinafter described is essential to begin the construction, which may otherwise be jeopardized by any undue delay; now, therefore,

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

Section 1. That the Commission hereby declares its intention to appropriate a fee simple interest in Parcels 10T, 12T, 13T, 16T, 24T, 27T, 28T, 31WD, and 31T in for the purpose of clearing the title in connection with the West Hillcrest Sidewalk Phase 2 Project, said real estate being more fully described in exhibits “A” through “I” attached hereto and made a part hereof.

Section 2. 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................................................. 2021

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
June 15, 2021

To: Shelley Dickstein  
City Manager

From: Joseph Weinel, Chief Engineer  
Division of Civil Engineering

Subject: Resolution for Appropriation

Attached is the Resolution declaring the Intention to appropriate eight parcels in connection with the West Hillcrest Sidewalk Phase 2 project. Please present this Resolution to the City Commission as an emergency.

The parcels are being appropriated because the City has been unable to locate the legal owners or the property owner has been unable to deliver clear title.

If you have any questions, please call me at extension 4218.

Attachments

Copy: Mr. Stovall
EXHIBIT A

PARCEL 10-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, part of Dayton City Lot 47592 and also part of a 0.3042 acre tract as described in a deed to Raymond C. Geiger and Marian G. Dorough in DMF 82-084B11 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 170.26 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave. being the northeasterly corner of said 0.3042 acre tract and the northwesterly corner of 0.24 acre tract as described in a deed to Dayton Capital Investments, LLC in I.R. Deed 13-00034829, having a centerline Sta. 54+50.26~25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence South 00° 39’ 08” East, following the easterly line of said 0.3042 acre tract and the westerly line of said 0.24 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 54+50.29~30.00’ Rt.;
EXHIBIT A

Thence South 89° 46' 25" West, passing through said 0.3042 acre tract, for a distance of 125.12 feet to the easterly right of way of Philadelphia Drive, R/W varies, and the westerly line of said 0.3042 acre tract, having a centerline Sta. 53+25.17~30.00' Rt.;

Thence North 00° 33' 24" West, following the easterly right of way of Philadelphia and the westerly line of said 0.3042 acre tract, for a distance of 5.00 feet to the southerly right of way of W. Hillcrest Ave., having a centerline Sta. 53+25.14~25.00' Rt.;

Thence North 89° 46' 25" East, following the southerly right of way of W. Hillcrest Ave. and the northerly line of said 0.3042 acre tract, for a distance of 125.11 feet to the True Place of Beginning and containing 626 square feet or 0.014 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11308 0001, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46' 25" East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT B

PARCEL 12-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, part of Dayton City Lots 47592 & 47593 and also part of a 0.1192 acre tract as described in a deed to Miami Valley Hospital (Good Samaritan Hospital & Health Center) in DMF 94-0384D02 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer's Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46' 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 274.48 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave., being the northeasterly corner of said 0.1192 acre tract and the northwesterly corner of a 0.3278 acre tract as described in a deed to Nellie M. McCloud in DMF 73-402D05, having a centerline Sta. 55+54.48~25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence South 00° 38’ 25” East, following the easterly line of said 0.1192 acre tract and the westerly line of said 0.3278 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 55+54.51~30.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said 0.1192 acre tract, for a distance of 43.53 feet to the westerly line of said 0.1192 acre tract and the easterly line of a 0.24 acre tract as
described in a deed to Dayton Capital Investment, LLC in I.R. Deed 13-00034829, having a
centerline Sta. 55+10.98-30.00’ Rt.;

Thence North 00° 39’ 06” West, following the westerly line of said 0.1192 acre tract and the
easterly line of aid 0.24 acre tract, for a distance of 5.00 feet to the southerly line of W. Hillcrest
Ave., having a centerline Sta. 55+10.95-25.00’ Rt.;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the
northerly line of said 0.1192 acre tract, for a distance of 43.53 feet to the True Place of
Beginning and containing 218 square feet or 0.005 acres of land, more or less, within
Montgomery County Auditor Parcel No. R72 11308 0002 & 7.5 sq.ft. of which are in R72 11308
0051, and Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave.,
North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey
performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State

The above description was prepared under the direction and supervision by Chad S. Snow,
Registered Professional Surveyor No. 8559.
Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, part of Dayton City Lot 47594 and also part of a 0.3278 acre tract as described in a deed to Nellie M. McCloud in DMF 73-402D05 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer's Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 274.48 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave., being the northwesterly corner of said 0.3278 acre tract and the northeasterly corner of a 0.1192 acre tract as described in a deed to Miami Valley Hospital (Good Samaritan Hospital & Health Center) in DMF 94-384D02, having a centerline Sta. 55+54.48--25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.3278 acre tract, for a distance of 83.62 feet to the easterly line of said 0.3278 acre tract and the westerly line of a 0.1755 acre tract as described in a deed to Betty J. Owens in DMF 97-025E10, having a centerline Sta. 56+38.10--25.00’ Rt.;
Thence South 00° 53’ 29” East, following the easterly line of said 0.3278 acre tract and the westerly line of said 0.1755 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 56+38.16~30.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said 0.3278 acre tract, for a distance of 83.64 feet to the westerly line of said 0.3278 acre tract and the easterly line of said 0.1192 acre tract, having a centerline Sta. 55+54.51~30.00’ Rt.;

Thence North 00° 38’ 25” West, following the westerly line of said 0.3278 acre tract and the easterly line of said 0.1192 acre tract, for a distance of 5.00 feet to the True Place of Beginning and containing 418 square feet or 0.010 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11308 0003, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT D

PARCEL 16-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, part of Dayton City Lot 44597 and also part of a 0.2409 acre tract as described in a deed to Akil Kontar in I.R. Deed 19-00031228 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer's Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 502.07 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave. being the northeasterly corner of said 0.2409 acre tract and the northwesterly corner of a 0.1974 acre tract as described in a deed to Barbara Beach in DMF 87-662A08, having a centerline Sta. 57+82.07~25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence South 01° 05’ 01” East, following the easterly line of said 0.2409 acre tract and the westerly line of said 0.1974 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 57+82.14~30.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said 0.2409 acre tract, for a distance of 59.99 feet to the westerly line of said 0.2409 acre tract and the easterly line of a 0.1755 acre tract as
described in a deed to Jackie Rickett in DMF 78-213E01, having a centerline Sta. 57+22.16~30.00' Rt.;

Thence North 00° 53' 26” West, following the westerly line of said 0.2409 acre tract and the easterly line of said 0.1755, for a distance of 5.00 feet to a 1” iron pin found on the southerly line of W. Hillcrest Ave., having a centerline Sta. 57+22.10~25.00' Rt.;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.2409 acre tract, for a distance of 59.97 feet to the True Place of Beginning and containing 300 square feet or 0.007 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11308 0006, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 5 of Highland Heights Plat of Leonard Rausch & Co. in Plat Book ‘J’ page 63, Dayton City Lot 44595 and also part of a 0.1065 acre tract as described in a deed to Joanna R. Meriwether, Alexandria N. Burchett, Marvin L. Hodge and Richard T. Hodge in I.R. Deed 14-00005124 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 779.53 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave. being the northwesterly corner of said 0.1065 acre tract and the northeasterly corner of 0.1065 acre tract as described in a deed to Shonda R. Johnson in DMF 96-703E07, having a centerline Sta. 60+59.53~25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.1065, for a distance of 38.97 feet to the westerly right of way of Benson Drive, 50’ R/W, having a centerline Sta. 60+98.50~25.00’ Rt.;
Thence South 01° 02’ 41” East, following the westerly line of Benson Drive and the easterly line of said 0.1065 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 60+98.57–30.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said 0.1065 acre tract, for a distance of 38.97 feet to the westerly line of said 0.1065 acre Meriwether tract and the easterly line of said 0.1065 acre Johnson tract, having a centerline Sta. 60+59.60–30.00’ Rt.;

Thence North 01° 03’ 18” West, following the westerly line of said 0.1065 acre Meriwether tract and the easterly line of said 0.1065 acre Johnson tract, for a distance of 5.00 feet to the True Place of Beginning and containing 195 square feet or 0.004 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 113070005, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT F

PARCEL 27-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 2 of Highland Heights Plat of Leonard Rausch & Co. in Plat Book ‘J’ page 63, Dayton City Lot 44592 and also part of a 0.1065 acre tract as described in a deed to Joseph C. Lucas in I.R. Deed 19-00010655 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 985.36 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave. being the northeasterly corner of said 0.1065 acre tract and the northwesterly corner of a 0.1065 acre tract as described in a deed to Mafalda Senatin in I.R. Deed 06-088058, having a centerline Sta. 62+65.36~25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence South 01° 02’ 47” East, following the easterly line of said 0.1065 acre Lucas tract and the westerly line of said 0.1065 acre Senatin tract, for a distance of 5.00 feet to a point, having a centerline Sta. 62+65.43~30.00’ Rt.;
EXHIBIT F

LPA RX 887 T

Thence South 89° 46' 25" West, passing through said Lucas tract, for a distance of 38.95 to the westerly line of said Lucas tract and the easterly line of a 0.1065 acre tract as described in a deed to Robert L. Freightner in DMF 83-554D10, having a centerline Sta. 62+26.48~30.00’ Rt.;

Thence North 01° 02’ 47” West, following the westerly line of said Lucas tract and the easterly line of said Freightner tract, for a distance of 5.00 feet to the southerly line of W. Hillcrest Ave., having a centerline Sta. 62+26.41~25.00’ Rt.;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the northerly line of said Lucas tract, for a distance of 38.95 feet to the True Place of Beginning and containing 195 square feet or 0.004 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11307 0002, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT G

LPA RX 887 T

Ver. Date 09/02/2020

PARCEL 28-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lot 1 of Highland Heights Plat of Leonard Rausch & Co. in Plat Book ‘I’ page 63,
Dayton City Lot 44591 and also part of a 0.1065 acre tract as described in a deed to Mafalda
Senatin in I.R. Deed 06-088058 (All records are on file at the Montgomery County Recorder’s
Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No.
SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of
survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and
as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City
of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly
line of Section 20, for a distance of 985.36 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W.
Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the
southerly right of way of W. Hillcrest Ave. being the northwesterly corner of said 0.1065 acre
tract and the northeasterly corner of a 0.1065 acre tract as described in a deed to Joseph C.
Lucas, Trustee in I.R. Deed 19-00010655, having a centerline Sta. 62+65.36-25.00’ Rt. and also
being the True Place of Beginning of the parcel herein described;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the
northerly line of said 0.1065 acre Senatin tract, for a distance of 38.95 feet to the northeasterly
corner of said 0.1065 acre Senatin tract and the westerly line of a 0.284 acre tract as described in
a deed to American Lion Realty Group, LLC in I.R. Deed 19-00049266, having a centerline Sta.
63+04.31-25.00’ Rt.;
EXHIBIT G

LPA RX 887 T

Thence South 01° 02’ 53” East, following the easterly line of said 0.1065 acre Senatin tract and the westerly line of said 0.284 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 63+04.38~30.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said Senatin tract, for a distance of 38.95 to the westerly line of said Senatin tract and the easterly line of said 0.1065 acre Lucas tract, having a centerline Sta. 62+26.48~30.00’ Rt.;

Thence North 01° 02’ 47” West, following the westerly line of said Senatin tract and the easterly line of said Lucas tract, for a distance of 5.00 feet to the True Place of Beginning and containing 195 square feet or 0.004 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11307 0001, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT H

PARCEL 31-WD
MOT-HILLCREST
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Dayton City Lot 47607 and also part of a 0.19 acre tract as described in a deed to Magnolia Ashe in DMF 86-103A12 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 1,205.38 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 15.00 feet to the southerly right of way of W. Hillcrest Ave., being the northwesterly corner of said 0.19 acre tract and the northeasterly corner of a 0.284 acre tract as described in a deed to American Lion Realty Group, LLC in I.R. Deed 19-00024494, having a centerline Sta. 64+85.38~15.00’ Rt. and also being the True Place of Beginning of the parcel herein described;
Thence North 89° 46' 25" East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.19 acre tract, for a distance of 60.00 feet to the northeasterly corner of said 0.19 acre tract, having a centerline Sta. 65+45.38~15.00’ Rt.;

Thence South 00° 53’ 46” East, following the easterly line of said 0.19 acre tract and continuing along the southerly line of W. Hillcrest Ave., for a distance of 10.00 feet to an iron pin set, having a centerline Sta. 65+45.49~25.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said 0.19 acre tract, for a distance of 60.00 feet to an iron pin set on the westerly line of said 0.19 acre tract and the easterly line of said 0.284 acre tract, having a centerline Sta. 64+85.49~25.00’ Rt.;

Thence North 00° 53’ 47” West, following the westerly line of said 0.19 acre tract and the easterly line of said 0.284 acre tract, for a distance of 10.00 feet to the True Place of Beginning and containing 600 square feet or 0.014 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11307 0037, of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a yellow ’MS CONS INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Dayton City Lot 47607 and also part of a 0.19 acre tract as described in a deed to Magnolia Ashe in DMF 86-103A12 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 1,205.38 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 15.00 feet to the southerly right of way of W. Hillcrest Ave., being the northwesterly corner of said 0.19 acre tract and the northeasterly corner of a 0.284 acre tract as described in a deed to American Lion Realty Group, LLC in I.R. Deed 19-00024494;

Thence South 00° 53’ 47” East, following the westerly line of said 0.19 acre tract and the easterly line of said 0.284 acre tract, for a distance of 10.00 feet to the True Place of Beginning of the parcel herein described, having a centerline Sta. 64+85.49~25.00’ Rt.;

Thence North 89° 46’ 25” East, passing through said 0.19 acre tract, for a distance of 60.00 feet to the easterly line of said 0.19 acre tract and the southerly line of W. Hillcrest Ave., having a centerline Sta. 65+45.49~25.00’ Rt.;
EXHIBIT I

Thence South 00° 53’ 46” East, following the easterly line of said 0.19 acre tract and along the southerly line of W. Hillcrest Ave., for a distance of 5.00 feet to a point, having a centerline Sta. 65+45.55–30.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said 0.19 acre tract, for a distance of 60.00 feet to a point on the westerly line of said 0.19 acre tract and the easterly line of said 0.284 acre tract, having a centerline Sta. 64+85.55–30.00’ Rt.;

Thence North 00° 53’ 47” West, following the westerly line of said 0.19 acre tract and the easterly line of said 0.284 acre tract, for a distance of 5.00 feet to the True Place of Beginning and containing 300 square feet or 0.007 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11307 0037, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

09/21/20
AN ORDINANCE

Reducing the Speed Limit to 45 MPH on Harshman Road – Needmore Road from 1870 Feet South of Brandt Pike to 1080 Feet Northwest of Brandt Pike.

WHEREAS, The City of Dayton Bureau of Traffic Engineering conducted a Speed Zone Study following the procedure set forth in the Ohio Department of Transportation’s Traffic Engineering Manual; and,

WHEREAS, The study results recommended a reduction in the speed limit from 50 MPH to 45 MPH; and,

WHEREAS, The 45 MPH Speed Zone will be established from the Corporation Limit 1870 Feet south of Brandt Pike to the Corporation Limit 1080 feet northwest of Brandt Pike; and,

WHEREAS, The Ohio Revised Code section 4511.21 (J) allows the City of Dayton to establish the speed limit based on the recommendation of the Speed Zone Study and City Ordinance; and,

WHEREAS, The speed limit will be consistent with the 45 MPH speed limit in the adjacent sections of Harshman Road – Needmore Road in the City of Riverside; and,

WHEREAS, The 45 MPH speed limit will be effective only after the City of Dayton Department of Public Works has posted conspicuous official regulatory speed limit signs in this section of Harshman Road – Needmore Road; now, therefore,

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

Section 1. That the speed limit will be reduced to 45 MPH for this section of Harshman Road – Needmore Road.
Section 2. That this Ordinance shall take effect and be in force from and after the earliest date allowed by law.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
May 27, 2021

TO: Shelley Dickstein  
City Manager

FROM: Frederick M. Stovall, Director  
Department of Public Works

SUBJECT: Harshman Road – Needmore Road Speed Zone Ordinance

The Department of Public Works, Division of Civil Engineering conducted a speed zone study to evaluate the speed limit on a portion of Harshman Road – Needmore Road adjacent to Brandt Pike. The Ordinance reduces the speed limit as recommended by the study.

This study was recommended by the Ohio Department of Transportation in conjunction with their upcoming safety upgrade of the traffic signal at Brandt, Harshman and Needmore. We are requesting the Ordinance be placed on the June 16 calendar for City Commission approval.

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

If you have any questions, please contact Joe Brzozowski at x4088.

Attachments

Cc: J. Brzozowski
Ohio Department of Transportation
SPEED ZONE EVALUATION SHEET
FOR NON-FREeway and NON-EXPRESSWAY HIGHWAYS

**COMPLETE ALL GREEN SHADeD AREAS**

<table>
<thead>
<tr>
<th>ROUTE NAME</th>
<th>Harman Road / Needmore Road</th>
<th>ROUTE NUMBER</th>
<th>CR-74</th>
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<tbody>
<tr>
<td>BEGIN STUDY AT</td>
<td>Corp limit 1000' northwest of S.R. 201</td>
<td>BEGIN LOGPOINT</td>
<td>9.32</td>
</tr>
<tr>
<td>END STUDY AT</td>
<td>Corp limit 1800' south of S.R. 201</td>
<td>END LOGPOINT</td>
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<td>JURISDICTION:</td>
<td>City of Dayton</td>
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</tbody>
</table>

For further guidance in completing this form, see the Traffic Engineering Manual, section 1203.

- **No. of Houses or Farms**
  - Must have direct access to the roadway being studied.
- **No. of Small Businesses, Apts./Condos**
  - Must have direct access to the roadway being studied.
- **No. of Medium Businesses, Apts./Condos**
  - Must have direct access to the roadway being studied.
- **No. of Major Businesses, Apts./Condos**
  - Must have direct access to the roadway being studied.
- **No. of Minor Street Intersections**
  - Subdivision, Residential, or Other streets that mainly serve the residents of that street.
- **No. of Major Street Intersections**
  - Streets which serve both the residents and commuters of the area.
- **No. of Signalized Intersections**
  - Do not include intersections at the beginning or end of the section.
- **No. of Interchange Ramps**
  - Do not include Loop ramps at the beginning or end of the section.
- **Lane Width**
  - Average lane width of through traffic lanes.
- **Shoulder Width**
  - General width of paved and/or non-paved shoulder throughout the section.
- **Crashes**
  - Only include crashes within the section, excluding animal and side street crashes.
- **85th percentile Speed of Traffic**
  - Average of the 85th speed at all locations where speed samples were taken.
- **10-mph Pace Speed of Traffic**
  - Average of the Pace speed at all locations where speed samples were taken.

Roadway Characteristics

| CALCULATED SPEED: | 44 MPH | REQUESTED SPEED: | 45 MPH |

To View CALCULATION SHEET or Examples of ROADWAY CHARACTERISTICS and CRASHES TO INCLUDE, click on Buttons

CALCULATION SHEET  ROADWAY CHARACTERISTICS  CRASHES TO INCLUDE

- **Study By:** Joe Brzozowski
- **Date:** March 24, 2021

Below for ODOT Use Only

- **Checked By:**
- **Test Run Speed:**
- **Approved Speed:**
Harshman Road Crashes 2017-2019
City of Dayton, Ohio
March 24, 2021
| Location: City of Dayton, Harshman Road, near south Corp. limit approximately 1500' south of S.R. 201 |
| Date: 3/3/2021 | Day: Wednesday | County: Montgomery |
| Observer: Joe Brzozowski |
| Pavement: Concrete | Dry: X | Wet: | Condition: Good |
| Weather: Clear | Temperature: 62 degrees F |

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| Total | 100 | 0 | 100 |

| Cum. Total | Cum. % |
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Location:
Operator: adg
Speed limit: 45 Mph
Date: 5/1/20 8:34:06 AM to 5/1/20 9:04:58 AM
Filter settings: (None)

Total vehicles recorded in file = 120
Lowest recorded speed = 31
Average speed = 42.89
Highest recorded speed = 61

10 Mph pace speed = 38 - 47
Percent under pace speed = 8.3
Percent in pace speed = 80.8
Percent over pace speed = 10.8

15th percentile = 38
50th percentile = 43
85th percentile = 47
95th percentile = 50

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Location:
Operator: ADG
Speed limit: 45 Mph
Date: 5/1/20 9:09:29 AM to 5/1/20 9:36:31 AM
Filter settings: (None)

Total vehicles recorded in file = 120
Lowest recorded speed = 33
Average speed = 43.65
Highest recorded speed = 58

10 Mph pace speed = 39 - 48
Percent under pace speed = 13.3
Percent in pace speed = 71.7
Percent over pace speed = 15.0

15th percentile = 39
50th percentile = 44
85th percentile = 48
95th percentile = 52

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<th>Cum%</th>
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Law Enforcement Concurrence Sheet
Speed Zones and Parking Restrictions

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<th>Warranted Speed Limit</th>
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<td>Description of Zone</td>
<td>Urban principal arterial with a length of zone of 0.53 miles.</td>
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<td>County</td>
<td>Montgomery</td>
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<td>Route</td>
<td>Harshman Road / Needmore Road</td>
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<td>Section</td>
<td>From</td>
<td>The corporation limit 1870 feet south of Brandt Pike</td>
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<tr>
<td></td>
<td>To</td>
<td>The corporation limit 1080 feet northwest of Brandt Pike</td>
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</tbody>
</table>

I have reviewed the studied zone and concur with the findings.

Name: [illegible] MATT CARDO [illegible] ASSESSMNT CHIEF OF POLICE
Signature: [illegible] Date: 4/12/21

I have reviewed the studied zone and DO NOT concur with the findings.

Reasons for not concurring:

Name_________________________ Title_________________________
Signature_______________________ Date_____________________

Please return to Joe Brzozowski, Chief Engineer, Bureau of Traffic Engineering

Revised January 30, 2013