



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JANUARY 20, 2016

6:00 P.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Price Agreements and Contracts:

(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Order:

CENTRAL SERVICES

- A1. John A. Becker Company dba Becker Electric (electrical supplies and related items as needed through 12-31-16) **\$40,000.00**
(and for the period of 01-01-17 through 12-31-17) **40,000.00**

1. (Cont'd):

HUMAN RELATIONS COUNCIL

B1. Rachel K. Robinson Attorney At Law (professional legal services as needed through 12-31-16) **\$16,500.00**

POLICE

C1. Occupational Health Centers of Ohio dba Concentra Medical (drug and alcohol testing services as needed through 12-31-16) **18,000.00**
(and for the period of 01-01-17 through 12-31-17) **18,000.00**

WATER

D1. Crane Training & Certification of the Midwest, Inc. (professional crane operation certification training as needed through 12-31-16) **249,609.50**
(and for the period of 01-01-17 through 12-31-17) **250,000.00**
D2. Wesco Distribution, Inc. (one power circuit breaker) **13,092.00**
D3. K. E. Rose Company (one heavy-duty custom enclosed utility body with accessories, installed) **99,958.00**
(and for the period of 02-01-16 through 12-31-16) **15,000.00**
-Dept. of Central Services, Police, Water and The Human Relations Council.
Total: \$760,159.50

B. Construction Contracts/Estimates of Cost:

2. **Performance Site Development – Contract** – for the Guenther Road Water Main Improvements (15% MBE Goal/15.16% MBE Achieved) (5% WBE Goal/5.12% WBE Achieved) – Dept. of Water/Water Engineering. **\$218,944.44**
(Thru 04/2017)
3. **Shiver Security Systems, Inc. dba Sonitrol of SW Ohio – Contract** – for the installation of fire alarms and detection systems in 12 Dayton fire stations – Dept. of Fire. **\$180,999.00**
(Thru 03/31/17)

C. Revenue to the City:

4. **Dayton Public Schools – Agreement for Reimbursement** – for civil service administration services – The Civil Service Board. **\$100,000.00**
(Revenue to the City)

E. Other – Contributions, Enterprise Zone Agreements, Etc.:

5. **Dayton Regional Hazardous Materials Response Team – Dayton Regional Hazardous Materials Response Team Membership** – for 2016 membership – Dept. of Fire. **\$19,813.78**

6. **Miami Valley Fire/EMS Alliance – Miami Valley Fire/EMS Alliance Membership** – for 2016 membership – Dept. of Fire. **\$33,966.48**
7. **Miami Valley Regional Planning Commission (MVRPC) – 2016 MVRPC Annual Membership Dues** – for 2016 membership – Dept. of Planning & Community Development. **\$65,102.42**
8. **Montgomery County Office of Emergency Management – Montgomery County Office of Emergency Management Membership** – for 2016 membership – Dept. of Fire. **\$28,305.40**
9. **The Ohio Municipal League – Membership** – for 2016 membership – Office of Management & Budget. **\$10,776.00**

IV. LEGISLATION:

Emergency Resolutions – Second Reading:

10. **No. 6161-16** Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not to Exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) for the Angstrom Materials, Inc., Project, on Behalf of the City of Dayton, and Declaring an Emergency.
11. **No. 6162-16** Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not To Exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for the Rostam Direct Project, on Behalf of the City of Dayton, and Declaring an Emergency.
12. **No. 6163-16** Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not To Exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for the Hohman Plating Project, on Behalf of the City of Dayton, and Declaring an Emergency.

Ordinance – First Reading:

13. **No. 31469-16** Consenting to the Improvement of Germantown Street within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

Resolution – First Reading:

14. **No. 6164-16** Declaring the Intention of the Commission to Vacate the Alley South of Stout Street from Catherine Street to South Patterson Boulevard

VI. MISCELLANEOUS:

ORDINANCE NO. 31470-16

RESOLUTION NO. 6165-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 918-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 20, 2016

FROM: Central Services / Purchasing
Department/Division

(CHECK ONE)

Amount \$ 760,159.50

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other 2016 Purchase Orders

Supplier/Vendor/Company/Individual:

NAME See Below

ADDRESS _____

Justification and description of purchase, contract or payment:

CENTRAL SERVICES – FACILITIES MANAGEMENT

(A1) P1600547 – JOHN A BECKER COMPANY dba BECKER ELECTRIC, DAYTON, OH

- Electrical supplies and related items, as needed through 12/31/2016.
- These goods are required to maintain and repair electrical systems.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16014D, with firm pricing through 12/31/2017.
- John A Becker Company dba Becker Electric qualifies as a Dayton local entity.
- The Department of Central Services recommends approval of this order.
- Initial encumbrance authority: \$40,000.00
- Authority to cover additional needs in the following period:
 - 1/1/17 – 12/31/17 \$40,000.00

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

HUMAN RELATIONS COUNCIL

(B1) P1600546 – RACHEL K ROBINSON ATTORNEY AT LAW, COLUMBUS, OH

- Professional legal services, as needed through 12/31/2016.
- These services are required for fair housing matters.
- Rachel K Robinson Attorney at Law is recommended on the basis of expertise in Civil Rights law, therefore this purchase was negotiated.
- Funding for this procurement from Fair Housing Assistance Program grant.
- The Human Relations Council recommends approval of this order.
- Authority: \$16,500.00

POLICE

(C1) P1600549 – OCCUPATIONAL HEALTH CENTERS OF OHIO dba CONCENTRA MEDICAL, DAYTON, OH

- Drug and alcohol testing services, as needed through 12/31/2016.
- These services are required to perform random screenings.
- Rates are in accordance with the City of Dayton's existing price agreement IFB M12006, with firm pricing through 12/31/2017.
- Occupational Health Centers Of Ohio dba Concentra Medical qualifies as a Dayton local entity.
- The Department of Police recommends approval of this order.
- Initial encumbrance authority: \$18,000.00
- Authority to cover additional needs in the following period:
 - 1/1/17 – 12/31/17 \$18,000.00

WATER – WATER ADMINISTRATION

(D1) P1600550 – CRANE TRAINING & CERTIFICATION OF THE MIDWEST, INC., CINCINNATI, OH

- Professional crane operation certification training, as needed through 12/31/2016.
- These services are required to ensure compliance with Occupational Safety and Health Administration (OSHA) regulations.
- Crane Training & Certification of the Midwest, Inc. is recommended as a sole regional source for this certification training, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$249,609.50
- Authority to cover additional needs in the following period:
 - 1/1/17 – 12/31/17 \$250,000.00

WATER – WATER SUPPLY AND TREATMENT

(D2) P1600551 – WESCO DISTRIBUTION, INC., DAYTON, OH

- One (1) power circuit breaker.
- This product is required to replace equipment at the Miami Water Treatment Plant Chemical Building that is worn beyond economical repair.
- Three possible bidders were solicited and two bids were received.
- WESCO Distribution, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of low bid.
- Authority: \$13,092.00

WATER – WATER UTILITY FIELD OPERATIONS

(D3) P1600552 – K E ROSE COMPANY, HUBER HEIGHTS, OH

- One (1) heavy-duty custom enclosed utility body with accessories, installed.
- This vehicle is required to maintain daily operations for the Division of Water Utility Field Operations.
- Thirteen possible bidders were solicited and one bid was received. This order establishes a price agreement through 12/31/2017.
- The Department of Water recommends acceptance of the sole bid.
- Initial encumbrance authority: \$99,958.00
- Authority to cover additional needs in the following period:
 - 2/1/16 – 12/31/16 \$15,000.00

The aforementioned departments recommend approval of these orders.

	1 BECKER ELECTRIC	2 GRAYBAR	3 TRI-STATE WINELECTRIC DAYTON CO	4 WESCO DISTRIBUTION	5 GRAINGER
	DAYTON OH 45402 X	DAYTON OH 45402	DAYTON OH 45414 X	DAYTON OH 45404 X	HARRISON TOWNSHIP OH 45414
QUALIFIES FOR LOCAL PREFERENCE?	YES	YES	YES	YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?	NO	NO	NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO	NO	NO	NO	NO
Item #	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST

PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS

ACROSS THE BOARD DISCOUNT

0% 0% 0% 5% - 10% 10%

WIRING

Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST				
1	Size 6 THHN Stranded Copper	M	\$355.20	1000	\$327.99	PER FOOT	\$0.42	FOOT	\$0.33		
2	Size 8 THHN Stranded Copper	M	\$230.67	1000	\$213.18	PER FOOT	\$0.28	FOOT	\$0.21		
3	Size 10 THHN Stranded Copper	M	\$150.27	1000	\$129.46	PER FOOT	\$0.17	FOOT	\$0.13		
4	Size 12 THHN Stranded Copper	M	\$97.34	1000	\$84.66	PER FOOT	\$0.11	FOOT	\$0.08		
5	Size 14 THHN Stranded Copper	M	\$63.34	1000	\$55.18	PER FOOT	\$0.07	FOOT	\$0.05		
6	Size 16 THHN Stranded Copper	M	\$49.60	1000	\$45.58	PER FOOT	\$0.06	FOOT	\$0.04		
7	Size 2 Brass Solid Copper	M	\$1,312.00	1000	\$1,135.14	PER FOOT	\$1.25	FOOT	\$0.71		
8	Size 4 Brass Solid Copper	M	\$1,040.00		NQ	PER FOOT	\$0.90	FOOT	\$0.45		
9	ML-67 Wire Stripper	E	\$12.37	1	\$13.39		NQ	FOOT	\$10.67	1	\$19.08
10	% DisCount or % Mark-up on wire/Cable/Cords parts not listed above										

CONDUITS / COUPLING / FITTINGS

Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST				
11	CONDUIT: Size 2" Rigid Steel	C	\$481.16	100	\$380.95	PER FOOT	\$4.57	FOOT	\$3.29		
12	CONDUIT COUPLING for Size 2" Rigid Steel	E	\$3.70	100	\$361.43	EACH	\$6.70	EACH	\$2.94	1	\$3.93
13	CONDUIT CONNECTOR for Size 2" Rigid Steel	E	\$39.86	100	\$2,188.15	EACH	\$17.56	EACH	\$18.82	1	\$8.97
14	CONDUIT: Size 1 1/2" Rigid Steel	C	\$372.63	100	\$306.27	PER FOOT	\$3.71	FOOT	\$2.68	1	\$49.03
15	CONDUIT COUPLING for Size 1 1/2" Rigid Steel	E	\$2.89	100	\$281.71	EACH	\$5.23	EACH	\$2.39	1	\$7.79
16	CONDUIT CONNECTOR for Size 1 1/2" Rigid Steel	E	\$28.88	100	\$1,338.01	EACH	\$56.37	EACH	\$10.35	1	\$2.56
17	CONDUIT: Size 1 1/4" Rigid Steel	C	\$312.67	100	\$271.68	PER FOOT	\$3.30	FOOT	\$2.38	1	\$40.95
18	CONDUIT COUPLING for Size 1 1/4" Rigid Steel	E	\$2.21	100	\$216.57	EACH	\$4.02	EACH	\$1.84	1	\$3.73
19	CONDUIT CONNECTOR for Size 1 1/4" Rigid Steel	E	\$15.94	100	\$1,039.84	EACH	\$31.05	EACH	\$8.05	1	\$3.33
20	CONDUIT: Size 1" Rigid Steel	C	\$226.51	100	\$191.35	PER FOOT	\$2.31	FT	\$1.67		
21	CONDUIT COUPLING for Size 1" Rigid Steel	E	\$1.44	100	\$141.29	EACH	\$2.70	EACH	\$1.19	1	\$0.66
22	CONDUIT CONNECTOR for Size 1" Rigid Steel	E	\$8.99	100	\$568.21	EACH	\$4.38	EACH	\$4.40	1	\$2.56
23	CONDUIT: Size 3/4" Rigid Steel	C	\$154.39	100	\$121.43	PER FOOT	\$1.46	FOOT	\$1.12		
24	CONDUIT COUPLING for Size 3/4" Rigid Steel	E	\$0.98	100	\$95.43	EACH	\$1.81	EACH	\$0.81	1	\$1.93
25	CONDUIT CONNECTOR for Size 3/4" Rigid Steel	E	\$6.16	100	\$319.57	EACH	\$12.00	EACH	\$2.47	1	\$1.93
26	CONDUIT: Size 1/2" Rigid Steel	C	\$144.36	100	\$117.06	PER FOOT	\$1.43	FOOT	\$1.10		
27	CONDUIT COUPLING for Size 1/2" Rigid Steel	E	\$0.79	100	\$77.71	EACH	\$1.49	EACH	\$0.66	1	\$1.72
28	CONDUIT CONNECTOR for Size 1/2" Rigid Steel	E	\$4.83	100	\$257.27	EACH	\$9.41	EACH	\$1.99	1	\$1.33
29	CONDUIT: Size 2" Intermediate Steel	C	\$300.11	100	\$268.72	PER FOOT	\$3.10	FOOT	\$2.46	1	\$41.35

		1 BECKER ELECTRIC		2 GRAYBAR		3 TRI-STATE WINELECTRIC DAYTON CO		4 WESCO DISTRIBUTION		5 GRAINGER	
		DAYTON OH 45402 X		DAYTON OH 45402		DAYTON OH 45414 X		DAYTON OH 45404 X		HARRISON TOWNSHIP OH 45414	
QUALIFIES FOR LOCAL PREFERENCE?		YES		YES		YES		YES		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO		NO	
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	
30	CONDUIT COUPLING for Size 2" Intermediate Steel	E	\$3.70	100	\$361.43	EACH	\$6.70	EACH	\$2.94	1	\$13.89
31	CONDUIT CONNECTOR for Size 2" Intermediate Steel	E	\$39.86	100	\$2,188.15	EACH	\$17.56	EACH	\$18.82	1	\$11.55
32	CONDUIT: Size 1 1/2" Intermediate Steel	C	\$225.80	100	\$212.28	PER FOOT	\$2.45	FOOT	\$1.95		
33	CONDUIT COUPLING for Size 1 1/2" Intermediate Steel	E	\$2.89	100	\$281.71	EACH	\$5.23	EACH	\$2.39	1	\$7.79
34	CONDUIT CONNECTOR for Size 1 1/2" Intermediate Steel	E	\$28.88	100	\$1,338.01	EACH	\$56.37	EACH	\$10.35	1	\$5.86
35	CONDUIT: Size 1 1/4" Intermediate Steel	C	\$185.69	100	\$170.52	PER FOOT	\$1.97	FOOT	\$1.56		
36	CONDUIT COUPLING for Size 1 1/4" Intermediate Steel	E	\$2.21	100	\$216.57	EACH	\$4.02	EACH	\$1.84	1	\$6.29
37	CONDUIT CONNECTOR for Size 1 1/4" Intermediate Steel	E	\$15.94	100	\$1,039.84	EACH	\$31.05	EACH	\$8.05	1	\$4.28
38	CONDUIT: Size 1" Intermediate Steel	C	\$141.29	100	\$128.17	PER FOOT	\$1.47	FOOT	\$1.15		
39	CONDUIT COUPLING for Size 1" Intermediate Steel	E	\$1.44	100	\$141.29	EACH	\$2.70	EACH	\$1.19	1	\$4.57
40	CONDUIT CONNECTOR for Size 1" Intermediate Steel	E	\$8.99	100	\$568.21	EACH	\$4.38	EACH	\$4.40	1	\$2.64
41	CONDUIT: Size 3/4" Intermediate Steel	C	\$94.05	100	\$85.26	PER FOOT	\$0.98		\$0.76	1	
42	CONDUIT COUPLING for Size 3/4" Intermediate Steel	E	\$0.98	100	\$95.43	EACH	\$1.81	EACH	\$0.81	1	\$2.87
43	CONDUIT CONNECTOR for Size 3/4" Intermediate Steel	E	\$6.16	100	\$319.57	EACH	\$12.00	EACH	\$2.47	1	\$1.99
44	CONDUIT: Size 1/2" Intermediate Steel	C	\$78.01	100	\$117.06	PER FOOT	\$0.82	FOOT	\$0.65		
45	CONDUIT COUPLING for Size 1/2" Intermediate Steel	E	\$0.79	100	\$77.71	EACH	\$1.49	EACH	\$0.66	1	\$1.81
46	CONDUIT CONNECTOR for Size 1/2" Intermediate Steel	E	\$4.83	100	\$257.27	EACH	\$9.41	EACH	\$1.99	1	\$1.29
47	CONDUIT: Size 2" EMT	C	\$156.20	100	\$153.82	PER FOOT	\$1.65	FOOT	\$1.44		
48	CONDUIT COUPLING for Size 2" EMT	E	\$1.74	100	\$244.11	EACH	\$3.65	EACH	\$1.82	1	\$2.97
49	CONDUIT CONNECTOR for Size 2" EMT	E	\$1.41	100	\$280.04	EACH	\$2.96	EACH	\$1.67	1	\$4.02
50	CONDUIT: Size 1 1/2" EMT	C	\$125.39	100	\$130.41	PER FOOT	\$1.40	FOOT	\$1.22		
51	CONDUIT COUPLING for Size 1 1/2" EMT	E	\$1.15	100	\$219.82	EACH	\$2.46	EACH	\$1.38	1	\$2.19
52	CONDUIT CONNECTOR for Size 1 1/2" EMT	E	\$1.08	100	\$193.00	EACH	\$2.27	EACH	\$1.18	1	\$2.19
53	CONDUIT: Size 1 1/4" EMT	C	\$104.58	100	\$108.44	PER FOOT	\$1.18	FOOT	\$1.00		
54	CONDUIT COUPLING for Size 1 1/4" EMT	E	\$0.91	100	\$143.43	EACH	\$1.92	EACH	\$0.94	1	\$1.71
55	CONDUIT CONNECTOR for Size 1 1/4" EMT	E	\$0.93	100	\$135.13	EACH	\$1.93	EACH	\$0.81	1	\$1.98
56	CONDUIT: Size 1" EMT	C	\$66.96	100	\$65.57	PER FOOT	\$0.73	FOOT	\$0.61		
57	CONDUIT COUPLING for Size 1" EMT	E	\$0.43	100	\$55.04	EACH	\$0.90	EACH	\$0.47	1	\$0.85
58	CONDUIT CONNECTOR for Size 1" EMT	E	\$0.43	100	\$80.22	EACH	\$0.90	EACH	\$0.42	1	\$1.23
59	CONDUIT: Size 3/4" EMT	C	\$39.85	100	\$38.71	PER FOOT	\$0.42	FOOT	\$0.36		
60	CONDUIT COUPLING for Size 3/4" EMT	E	\$0.29	100	\$33.99	EACH	\$0.60	EACH	\$0.29	1	\$0.66
61	CONDUIT CONNECTOR for Size 3/4" EMT	E	\$0.24	100	\$33.38	EACH	\$0.51	EACH	\$0.25	1	\$0.75
62	CONDUIT: Size 1/2" EMT	C	\$23.85	100	\$22.39	PER FOOT	\$0.24	FOOT	\$0.21		

		1 BECKER ELECTRIC		2 GRAYBAR		3 TRI-STATE WINELECTRIC DAYTON CO DAYTON OH 45414 X		4 WESCO DISTRIBUTION		5 GRAINGER	
		DAYTON OH 45402 X		DAYTON OH 45402		DAYTON OH 45414 X		DAYTON OH 45404 X		HARRISON TOWNSHIP OH 45414	
QUALIFIES FOR LOCAL PREFERENCE?		YES		YES		YES		YES		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO		NO	
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	
63	CONDUIT COUPLING for Size 1/2" EMT	E	\$0.19	100 \$23.39	EACH \$0.40	EACH \$0.20	1 \$0.56				
64	CONDUIT CONNECTOR for Size 1/2" EMT	E	\$0.15	100 \$21.28	EACH \$0.32	EACH \$0.15	1 \$0.42				
65	CONDUIT CONNNECTOR Size 1/2" D/C SS EMT	E	\$0.50	100 \$35.31	EACH \$0.32	EACH \$0.24	1 \$0.27				
66	CONDUIT COUPLING Size 1/2" D/C SS EMT	E	\$0.15	100 \$41.13	EACH \$0.40	EACH \$0.26	1 \$0.38				
67	CONDUIT: Size 2" Liquid Tight Flexible	E	\$3.94	100 \$279.10	PER FOOT \$5.34	FOOT \$2.91	1 \$198.40				
68	CONDUIT: Size 1 1/4" 90 Degree Galvanized Elbow	E	\$7.07	100 \$691.43	EACH \$13.12	EACH \$5.94	1 \$9.79				
69	CONDUIT COUPLING for Size 1 1/4" 90 Degree Galvanized Elbow	E	\$7.07	100 \$216.57	EACH \$4.02	EACH \$1.84	1 \$9.79				
70	CONDUIT CONNECTOR for Size 1 1/4" 90 Degree Galvanized Elbow	E	\$7.07	100 \$1,039.84	EACH \$31.05	EACH \$8.05	1 \$9.79				
71	CONDUIT: Size 1 1/4" FEM/FEM PULL ELL	E	\$7.98	100 \$4,316.18	EACH \$19.77	EACH \$2.85					
72	CONDUIT CLAMP Size 1 1/2" Metal framing channel thin wall	E	\$0.84	100 \$103.56	EACH \$1.15	EACH \$0.86	10 \$7.51				
73	CONDUIT CLAMP Size 1 1/2" Metal framing channel rigid wall	E	\$0.84	100 \$103.56	EACH \$1.32	EACH \$0.86	10 \$7.51				
74	CONDUIT CLAMP Size 1 1/2" Metal framing channel		NB	N/A	EACH \$1.32	EACH \$0.86	10 \$8.16				
75	CONDUIT CLAMP Size 1 1/4" Metal framing channel thin wall	E	\$0.73	100 \$84.09	EACH \$1.04	EACH \$0.73	10 \$7.51				
76	CONDUIT CLAMP Size 1 1/4" Metal framing channel rigid wall	E	\$0.73	100 \$84.09	EACH \$1.07	EACH \$0.73	10 \$7.51				
77	CONDUIT CLAMP Size 1 1/4" Metal framing channel		NB	100 \$84.09	EACH \$1.07	EACH \$0.73	10 \$7.51				
78	CONDUIT CLAMP Size 1 Metal framing channel thin wall	E	\$0.63	100 \$70.33	EACH \$0.84	EACH \$0.58	10 \$5.71				
79	CONDUIT CLAMP Size 1 Metal framing channel rigid wall	E	\$0.63	100 \$70.33	EACH \$0.87	EACH \$0.58	10 \$5.71				
80	CONDUIT CLAMP Size 1 Metal framing channel		NB	100 \$70.33	EACH \$0.87	EACH \$0.58	10 \$5.71				
81	CONDUIT COUPLING Size 1-1/4" 3PC	E	\$5.73	100 \$1,388.27	EACH \$84.68	EACH \$9.19					
82	CONDUIT STRAP Size 1-1/4" 1H	E	\$0.33	100 \$60.12	EACH \$1.07	EACH \$0.21	25 \$7.93				
83	CONDUIT HANGER; 1/2" Conduit Hanger with Bolt	E	\$0.24	100 \$43.22	EACH \$0.52	EACH \$0.22	100 \$20.39				
84	CONDUIT HANGER: 3/4" Conduit Hanger with Bolt	E	\$0.27	100 \$44.27	EACH \$0.56	EACH \$0.24	100 \$22.07				
85	CLAMP: Beam Clamp 3/8-16 Tapped	E	\$2.72	100 \$308.49	EACH \$3.92	EACH \$3.82	1 \$0.85				
86	FITTING: PVC EXP200X6 Expansion Fitting	E	\$18.13	100 \$2,809.86	EACH \$24.88	EACH \$14.50					
87	PIPE: 1 1/4" PVC 90 Degree Elbow	E	\$0.91	100 \$80.06	EACH \$2.04	EACH \$0.63	1 \$2.09				
88	% DisCount or % Mark-up on Conduits/Couplings/fitings parts not listed above										
FUSES											
89	FUSES: 10-A BUSS KTK-R miniature 600V	E	7.84	1 7.54	EACH \$18.06	EACH \$10.69	1 \$3.73				
90	FUSES: 20-A BUSS KTK-R miniature 600V	E	\$7.84	1 \$7.54	EACH \$18.06	EACH \$10.69	1 \$3.72				
91	FUSES: 30-A BUSS KTK-R miniature 600V	E	\$7.84	1 \$7.54	EACH \$18.06	EACH \$10.69	1 \$3.72				
92	FUSES: F520-1A Fuse		NB	N/A	NQ	EACH \$5.02					
93	FUSES: BUSS FNQ-R1 600V Midget TD Fuse	E	\$9.64	1 \$9.94	EACH \$19.77	EACH \$12.80	1 \$4.39				
94	FUSES: BUSS FNQ-R3 600V Midget TD Fuse	E	\$9.04	1 \$10.05	EACH \$19.77	EACH \$12.94	1 \$4.44				

		1 BECKER ELECTRIC		2 GRAYBAR		3 TRI-STATE WINELECTRIC DAYTON CO		4 WESCO DISTRIBUTION		5 GRAINGER	
		DAYTON OH 45402 X		DAYTON OH 45402		DAYTON OH 45414 X		DAYTON OH 45404 X		HARRISON TOWNSHIP OH 45414	
QUALIFIES FOR LOCAL PREFERENCE?		YES		YES		YES		YES		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO		NO	
Item #	ITEM DESCRIPTION	U/M	UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST
95	FUSES: BUSS KTK-R3 600V Midget Fuse	E	\$7.48	1	\$7.54	EACH	\$16.60	EACH	\$10.69	1	\$3.72
96	FUSES: BUSS GMQ3 300V Small Dim Fuse	E	\$5.23	1	\$3.39		NQ	EACH	\$4.46	1	\$2.35
97	FUSES: BUSS LPS-RK100SP 600V RK1 TD Fuse	E	\$25.04	1	\$46.77	EACH	\$42.80	EACH	\$48.84	1	\$23.60
98	FUSES: BUSS LP-CC-7 Low Peak CC TD Fuse	E	\$7.61	1	\$10.06	EACH	\$22.43	EACH	\$13.35	1	\$4.64
99	FUSES: BUSS FRS-R2	E	\$6.64	1	\$9.75	EACH	\$13.51	EACH	\$9.59	1	\$4.25
100	FUSES: BUSS FRS-R100	E	\$19.29	1	\$18.26	EACH	\$39.29	EACH	\$28.45	1	\$12.49
101	FUSES: BUSS FRS-R150	E	\$38.59	1	\$56.66	EACH	\$78.60	EACH	\$55.78	1	\$25.05
102	FUSES: BUSS FRS-R15	E	\$5.44	1	\$5.15	EACH	\$11.09	EACH	\$7.86	1	\$3.53
103	FUSES: BUSS FRS-R12	E	\$6.17	1	\$9.05	EACH	\$12.54	EACH	\$8.91	1	\$3.97
104	FUSES: BUSS LPN-RK-125SP 250V RK1 TD Fuse	E	\$27.43	1	\$53.78	EACH	\$63.26	EACH	\$56.15	1	\$8.03
105	FUSES: BQ2B020 2P 20A 120/240V CB (Mfr: SIEMENS or acceptable equal)	E	\$53.44		NQ	EACH	\$26.50	EACH	\$19.20	1	\$64.92
106	FUSES: A2D400R 250V RK1 TD Fuse	E	\$100.15	1	\$96.10	EACH	\$116.17	EACH	\$101.19	1	\$47.35
107	FUSES: TR100R 100A 250V RK5 TD Fuse	E	\$10.08	1	\$9.54	EACH	\$20.51	EACH	\$14.87	1	\$7.36
108	FUSES: TR15R 15A 250V RK5 TD Fuse	E	\$2.45	1	\$2.25	EACH	\$4.75	EACH	\$3.55	1	\$1.79
109	FUSES: TR2R 2A 250V RK5 TD Fuse	E	\$3.17	1	\$4.92	EACH	\$6.49	EACH	\$4.83	1	\$2.44
110	FUSES: TR35R 35A 250V RK5 TD Fuse	E	\$4.49	1	\$6.12	EACH	\$8.72	EACH	\$6.48	1	\$3.28
111	FUSES: TR400R 400A 250V RK5 TD Fuse	E	\$39.97	1	\$58.71	EACH	\$79.43	EACH	\$57.79	1	\$29.28
112	FUSES: TRS100R 100A 600V RK5 TD Fuse	E	\$19.29	1	\$18.26	EACH	\$39.29	EACH	\$28.45	1	\$14.09
113	FUSES: TRS15R 15A 600-V RK5 TD Fuse	E	\$4.55	1	\$5.15	EACH	\$11.09	EACH	\$8.18	1	\$3.49
114	FUSES: LPS-RK600SP 600V	E	\$145.35	1	\$271.48	EACH	\$319.40	EACH	\$283.47	1	\$136.39
115	FUSES: FRS-R30 600V RK TD	E	\$5.44	1	\$5.15	EACH	\$11.09	EACH	\$8.20	1	\$3.53
116	FUSES: GEC #TSC83		NB	1	\$130.37		NQ	EACH	\$83.48		
117	FUSES: AZ-70C800-46		NB		NQ		NQ	EACH	\$6.34		
118	% DisCount or % Mark-up on fuses not listed above										

CIRCUIT BREAKERS / SWITCHES / PLATES

119	CIRCUIT BREAKER: GE TH3361R Circuit breaker or equal		NB		NQ	EACH	\$347.31	EACH	\$194.95		
120	CIRCUIT BREAKER: ITE ED43B030 30A Circuit breaker or equal		NB		NQ	EACH	\$200.00	EACH	\$177.00	1	\$580.12
121	CIRCUIT BOARD: GE 35-216700-22 Circuit Board or equal		NB		NQ		NQ	EACH	\$225.00		
122	TRANSDUCER: ASCTE10A32 Pressure Transducer		NB		NQ		NQ	EACH	\$440.00		
123	SWITCH: GE CR115E723101 Geared limit switch		NB		NQ		NQ		\$2,550.00		
124	SWITCH: GE CR104PSM34B Selector switch		NB	1	27.56	EACH	\$30.45	EACH	\$50.00		
125	PLATES: 1G SS Switch plate	E	\$1.09	1	\$0.90	EACH	\$1.82	EACH	\$0.95	1	\$1.16
126	PLATES: 1G SS Duplex Receptacle plate	E	\$1.09	1	\$0.90	EACH	\$1.82	EACH	\$0.95	1	\$1.01

		1 BECKER ELECTRIC		2 GRAYBAR		3 TRI-STATE WINELECTRIC DAYTON CO DAYTON OH 45414		4 WESCO DISTRIBUTION		5 GRAINGER	
		DAYTON OH 45402 X		DAYTON OH 45402		DAYTON OH 45414 X		DAYTON OH 45404 X		HARRISON TOWNSHIP OH 45414	
QUALIFIES FOR LOCAL PREFERENCE?		YES		YES		YES		YES		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO		NO	
Item #	ITEM DESCRIPTION	U/M	UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST
127	PLATES: 1G SS Blank plate	E	\$1.09	1	\$1.68	EACH	\$1.82	EACH	\$1.01	1	\$2.25
128	PLATES: 1G SS Plate for RCPT2.109	E	\$1.92	1	\$4.13	EACH	\$4.71	EACH	\$2.90	1	\$1.01
129	PLATES: 1G SS Metal wall plate	E	\$1.09	1	\$2.06	EACH	\$1.82	EACH	\$1.07	1	\$1.16
130	PLATES: 2G WP 5H 1/2" AL Box	E	\$7.35	100	\$408.76	EACH	\$11.40	EACH	\$6.20	1	\$1.77
131	PLATES: 2G Aluminum Blank Cover	E	\$1.29	100	\$137.27	EACH	\$2.51	EACH	\$1.20	1	\$19.36
132	PLATES: 1G Aluminum Blank Cover	E	\$0.63	100	\$65.56	EACH	\$2.17	EACH	\$0.58	1	\$7.48
133	PLATES: 4SQ Flat Blank Cover	E	\$0.33	100	\$46.27	EACH	\$0.53	EACH	\$0.25	1	\$0.31
134	% DisCount or % Mark-up on Circuit breakers/switches/plates parts not listed above										
RELAYS / RECEPTACLES / BOXES											
135	RELAY: 3P Contactor	E	\$4.87	1	\$36.92		NQ	EACH	\$17.79		
136	RELAY: Relay Base	E	\$4.27	1	\$6.89		NQ	EACH	\$5.73		
137	RELAY: 1 Meter AL DIN Rail	E	\$8.00	1	\$13.34		NQ	EACH	\$7.41		
138	RELAY: DPDT 120V	E	\$5.29	1	\$22.62		NQ	EACH	\$8.85		
139	RELAY: DPDT 24V	E	\$5.29	1	\$22.62		NQ	EACH	\$9.05		
140	RELAY: 24VAC 3PDT Relay W/TB	E	\$4.87	1	\$22.01		NQ	EACH	\$14.90		
141	RELAY: GE 55-513696G022		NB	1	N/Q		NQ	EACH	\$225.00		
142	RELAY: IDE RY2S-UAC120V		NB	1	\$3.60		NQ	EACH	\$14.50		
143	RELAY: 24F2942		NB	1	\$15.49		NQ	EACH	\$185.00		
144	RELAY: 24F2893		NB	1	N/Q		NQ	EACH	\$29.00		
145	RELAY: KUP5A15120 Relay (Mfr: Potter & Brumfield or acceptable equal)		NB	1	N/Q		NQ	EACH	\$28.00		
146	RECEPTACLE: Back and Side Wired, 20 AMP/125V Duplex NEMA5 20R Color - Various	E	\$2.84	1	\$3.22	EACH	\$4.53	EACH	\$1.42	1	\$4.51
147	RECEPTACLE: Single Flush NEMA5 30R Color - Various	E	\$14.55	1	\$9.46	EACH	\$22.52	EACH	\$7.55	1	\$59.81
148	RECEPTACLE: Duplex GFCI Residential Grade 20A/125V NEMA5 20R	E	\$1.33	1	\$16.56	EACH	\$2.38	EACH	\$10.49	1	\$12.67
149	RECEPTACLE: CommerClal grade 15 amp 125V side wired	E	\$1.24	1	\$0.88	EACH	\$2.38	EACH	\$1.27	1	\$1.08
150	RECEPTACLE: Industrial Grade 30 amp 125V 2-pole 3-wire	E	\$14.55	1	\$11.64	EACH	\$26.24	EACH	\$7.55	1	\$9.20
151	BOX: 1/2 - 3/4e 4SQ Box	E	\$0.81	100	\$109.48	EACH	\$1.92	EACH	\$0.55	1	\$0.76
152	BOX: NEMA3R SCrew Cover Box	E	\$10.93	1	\$17.44		NQ	EACH	\$9.30		
153	BOX: NEMA1 SC Box NO KO	E	\$5.95	1	\$9.61		NQ	EACH	\$4.95		
154	BOX: 3/4" 1-7/8"D Handy Box Extension	E	\$3.13	100	\$416.87	EACH	\$2.89	EACH	\$3.74	1	\$1.56
155	BOX: 1/2" & 3/4" 4SQ 1-1/2D Extension	E	\$1.49	100	\$109.48	EACH	\$2.67	EACH	\$1.71	1	\$2.08
156	BOX: 1/2" & 3/4" 4SQ 1-1/8D Extension	E	\$11.89	100	\$1,067.07		NQ	EACH	\$2.91	1	\$1.19
157	BOX: 1/2" 1-7/8"D Handy Box Extension	E	\$3.13	100	\$192.32	EACH	\$2.89	EACH	\$2.01	1	\$1.47
158	55F1521 Panel Meter		NB		N/Q		NQ	EACH	\$150.00		

		1 BECKER ELECTRIC		2 GRAYBAR		3 TRI-STATE WINELECTRIC DAYTON CO DAYTON OH 45414 X		4 WESCO DISTRIBUTION		5 GRAINGER	
		DAYTON OH 45402 X		DAYTON OH 45402		DAYTON OH 45414 X		DAYTON OH 45404 X		HARRISON TOWNSHIP OH 45414	
QUALIFIES FOR LOCAL PREFERENCE?		YES		YES		YES		YES		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO		NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO		NO	
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	
159	HOFF-C-SD16208SS EnClosure	E	\$775.00	1	\$883.30		NQ	EACH	\$899.00	1	\$921.89
160	Amphenol Plug #97-3106A145-025		NB		N/Q		NQ	EACH	\$23.00		
161	% Discount or % Mark-up on relays/receptacles/boxes not listed above										
FASTENERS / TAPES / MISCELLANEOUS ITEMS											
162	FASTENERS: 1/4" x 1- 1/4" Masonry Screw	E	\$0.17	100	\$33.13	EACH	\$0.39	EACH	\$0.18	100	\$8.19
163	FASTENERS: 16 Galvanized Tie Wire	E	\$7.36	1	\$5.53	EACH	\$9.90	FOOT	\$0.06		
164	FASTENERS: 1/4" -20 HEX Nut	E	\$0.26	100	\$3.03	EACH	\$0.06	EACH	\$0.03	100	\$9.57
165	FASTENERS: Plastic Anchor Kit	E	\$7.71	1	\$8.88	EACH	\$12.12	EACH	\$9.98	1	\$7.42
166	FASTENERS: 120# Ten Locking Cable Ties	E	\$0.14	100	\$8.47	EACH	\$0.08	EACH	\$0.42		
167	LOCKNUT: 1 1/4" Steel Locknut	E	\$0.40	100	\$36.69	EACH	\$1.25	EACH	\$0.21	1	\$0.27
168	LOCKNUT: 4" Mail Locknut	E	\$7.39	100	\$338.82	EACH	\$12.76	EACH	\$2.07		
169	TAPE: 3M #33 Plus Vinyl Tape or acceptable equal	E	\$4.52	1	\$4.08	EACH	\$4.61	EACH	\$4.69	1	\$4.47
170	TAPE: 3M #33 Plus SUPER Vinyl Tape or acceptable equal	E	\$4.52	1	\$4.08	EACH	\$4.61	EACH	\$4.07	1	\$4.47
171	TAPE: 3M #88 Plus Vinyl Tape or acceptable equal	E	\$5.08	1	\$4.61	EACH	\$7.06	EACH	\$4.32	1	\$5.03
172	TAPE: 3M #23 Rubber Splicing Tape or approved equal	E	\$12.47	1	\$14.23	EACH	\$23.84	EACH	\$9.75	1	\$12.96
173	TAPE: 3M #35 Color Coding Tape or approved equal	E	\$4.20	1	\$3.80	EACH	\$5.84	EACH	\$1.49	100	\$128.84
MISCELLANEOUS											
174	METER: OMEPP116JFI Omega temperature meter		NB		N/Q		NQ	EACH	\$555.00		
175	THERMOSTAT: T6051A108 Thermostat		NB	1	\$137.80		NQ	EACH	\$170.00	1	\$96.87
176	THERMOSTAT: T651A2028 LV Thermostat		NB	1	\$61.73		NQ	EACH	\$170.00	1	\$49.87
177	SMOKE DETECTOR: BRK 4919 Smoke Detector	E	\$9.00	1	\$21.62		NQ	EACH	\$8.35	1	\$9.48
178	SMOKE DETECTOR: 1451DH Smoke Detector Head		NB		N/Q		NQ	EACH	\$88.00	1	\$31.79
179	BATTERY: 357ER Battery	E	\$1.07	1	\$1.11		NQ	EACH	\$0.76		
180	TOOL: Aluminum framing 10 Channel pre-punched slots Size: 1-1/2" x 1-1/2"		NB	100	\$755.62		NQ	FOOT	\$1.49		
181	TOOL: Metal framing 10 Channel pre-punched slots Size: 1-1/2" x 1-1/2"		NB	100	\$149.53		NQ	FOOT	\$1.49	1	\$47.62
182	TRANSFORMER: Square D 3S4F 3KVA Transformer	E	\$785.00	1	\$448.40	EACH	\$295.64	EACH	\$321.00	1	\$438.16
183	TRANSFORMER: S48G11S01 N Transformer (Mfr: Cutler Hammer or acceptable equal)		NB	1	\$216.72	EACH	\$134.78	EACH	\$166.00		
184	TRANSFORMER: Square D 1S1F Transformer		\$161.00	1	\$216.72	EACH	\$134.77	EACH	\$109.00	1	\$212.11
185	TRANSFORMER: Square D 9070TF500D1	E	\$295.00	1	\$205.40	EACH	\$108.43	EACH	\$208.00	1	\$102.11
188	SUPPRESSOR: Square D SDSA3650	E	\$131.25	1	\$80.62		NQ	EACH	\$205.00	1	\$109.96
Firm Price Agreement Through December 31, 2016 YES / NO		YES		YES		YES		YES		YES	
If NO, for how long?								Except Wire and Conduit Items			

		1 BECKER ELECTRIC	2 GRAYBAR	3 TRI-STATE WINELECTRIC DAYTON CO DAYTON OH 45414	4 WESCO DISTRIBUTION	5 GRAINGER
		DAYTON OH 45402 X	DAYTON OH 45402	DAYTON OH 45414 X	DAYTON OH 45404 X	HARRISON TOWNSHIP OH 45414
QUALIFIES FOR LOCAL PREFERENCE?		YES	YES	YES	YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO	NO	NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO	NO	NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of increase		YES 0%		YES 0%	NO YES 10%
		NET 30 DEST 7 DAYS	NET 30 DEST	1% 10TH PROXIMO DEST 7 DAYS	NET 30 DEST 1 - 2 DAYS	NET 30 DEST 10 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | | |
|---|--|--|--|
| HRC
Dayton OH 45402 | 3. Lyons Electrical Supplies Co (Local)
Dayton OH 45405 | 6. CBT
Greenville OH 45331 | 9. Temco
Loveland OH 45140 |
| 1. Allied Supply Co (Local)
Dayton OH 45402 | 4. Johnson Electric
Vandalia OH 45377 | 7. Phillips Supply Co
Cincinnati OH 45214 | 10. City Electric Supply Co
Troy OH 45373 |
| 2. Richards Electric (Local)
Dayton OH 45404 | 5. Gexpro
Cincinnati OH 45241 | 8. Honeywell
Fairborn OH 45324 | 11. Cresent Electrical Supplies
Dayton OH 45414 |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Drug and Alcohol Testing and Medical Exams

Dept./Div.: HR

IFB No. M12006

Requisition No.:

Bid Opening: 10:00 A.M.; 12-05-2011

		1	2	3
		MedWork Occupational Health 1435 Cincinnati St Dayton, OH 45417	Occupational Health Centers of Ohio, PA, Co., dba Concentra Medical Centers 5080 Spectrum Dr Addison, TX 75001 X	U.S. Health Works 2023 Springboro West Dayton, OH 45439
		Yes	No	No
		No	No	No
		No	No	No
Item #	ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS				
Drug and Alcohol Testing				
1	Non-NIDA Urine Drug Screen			
	Normal Working Hours	\$33.00	\$34.00	\$34.00
	After Normal Working Hours	\$84.00	\$35-\$75	\$34.00
	Random Off Site Testing	\$70.00	\$34-\$70	\$34.00
2	NIDA Drug Screen			
	Normal Working Hours	\$33.00	\$41.00	\$34.00
	After Normal Working Hours	\$84.00	\$73.00	\$34.00
	Random Off Site Testing	\$70.00	\$41-\$70	\$34.00
3	Breath Alcohol Test			
	Normal Working Hours	\$25.00	\$25.00	\$25.00
	After Normal Working Hours	\$25.00	\$31.00	\$25.00
	Random Off Site Testing	\$50.00	\$31.00	\$25.00
4	Five Panel Urine Drug Test			
	Normal Working Hours	\$33.00	\$34.00	\$34.00
	After Normal Working Hours	\$84.00	\$35-\$75	\$34.00
	Random Off Site Testing	\$70.00	\$34-\$70	\$34.00
5	Ten Panel Drug Test			
	Normal Working Hours	\$33.00	\$34.00	\$34.00
	After Normal Working Hours	\$84.00	See Attachment A	\$34.00
	Random Off Site Testing	\$70.00	\$34-\$70	\$34.00
6	Medical Review Charge for Positive Test			
	Normal Working Hours	Included	Included	\$0.00
	After Normal Working Hours	Included	Included	\$0.00
	Random Off Site Testing	Included	Included	\$0.00
7	No Show Fee			
	Normal Working Hours	n/a	n/a	\$0.00
	After Normal Working Hours	\$84.00	\$50.00/hour	\$0.00
	Random Off Site Testing	no charge	\$50.00/hour	\$0.00
8	Training Fee	n/a	\$100.00/hour	\$100.00
9	Litigation Fee	\$200.00 per hour	\$150.00/hour	See Attached
Medical Exams				
10	Hepatitis B Surface Antibody	\$25.00	\$91.00	\$39.00
11	Hepatitis B Profile	\$158.00	\$149.00	\$98.00
12	HIV (Only)	\$28.00	\$35.00	\$37.00
13	PPD (Mantoux)	\$12.00	\$14.00	\$15.00
14	Hepatitis B Vaccine	\$68.00	\$67.00	\$75.00

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Drug and Alcohol Testing and Medical Exams

Dept./Div.: HR

Requisition No.:

IFB No. M12008

Bid Opening: 10:00 A.M.; 12-05-2011

		1	2	3
		MedWork Occupational Health 1435 Cincinnati St Dayton, OH 45417	Occupational Health Centers of Ohio, PA, Co., dba Concentra Medical Centers 5080Spectrum Dr Addison, TX 75001 X	U.S. Health Works 2023 Springboro West Dayton, OH 45439
		Yes	No	No
		No	No	No
		No	No	No
Item #	ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST
	x 1.05 Local Preference/Local Preference Price	\$66.00		
15	Hepatitis C Antibody	\$48.00	\$97.00	\$77.00
16	Hepatitis (Total) HIV Profile	\$165.00	\$251.25	\$200.00
17	Mercury (Blood)	\$43.00	\$65.00	\$104.00
18	Mercury (Urine)	\$44.00	\$65.00	\$140.00
19	Blood Lead ZPP	\$29.00	\$90.00	\$48.00
20	Tetanus/ Diphtheria	\$20.00	\$61.00	\$63.00
21	Additional Cost Necessary to Provide These Tests and Recommend Specific Treatment	\$0.00		See Attached
22	Independent Medical Examinations	\$500.00	\$175.00-\$575.00	See Attached
23	Independent Medical File Reviews	\$318.25	\$150.00/hour	See Attached
24	Functional Capacity Evaluations	Case by Case	\$100.00-\$500.00	See Attached
	Options to renew for additional 12-months January 1, 2013 through December 31, 2013 Maximum Percentage of Increase	Yes	Yes	Yes
	Options to renew for additional 12-months January 1, 2014 through December 31, 2014 Maximum Percentage of Increase	Yes	Yes	Yes
	Options to renew for additional 12-months January 1, 2015 through December 31, 2015 Maximum Percentage of Increase	Yes	Yes	Yes

* = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | |
|--|--|
| 1. HRC
Dayton OH 45402 | 7. Corp Health Ohio
Franklin, OH 45005 |
| 2. USA Mobile Drug Testing- LATE BID
West Chester 45089 | 8. Alpha Choice
Dayton, OH 45459 |
| 3. Cirrus Consulting Inc-LATE BID
Dayton, OH 45417 | 9. Berry Family Health Center
Dayton, OH 45409 |
| 4. Midwest Toxicology Services
Indianapolis, IN 46204 | 10. AmCare Inc
Dayton, OH 45415 |
| 5. Secure Check
Dayton, OH 45420 | 11. USA Evaluation dba US Evaluations Inc
Hamburg, NY 14075 |
| 6. Ricwel Corporation
Dublin, OH 43017 | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: POWER CIRCUIT BREAKER

Dept./Div.: WATER / WATER SUPPLY AND TREATMENT

Requisition No.: 065WTWS6

No.:			1	2
BIDDER NAME & STREET ADDRESS:			WESCO DISTRIBUTION INC	B. W. ROGERS
CITY:			DAYTON	CINCINNATI
STATE & ZIP:			OH 45404	OH 45241
Recommended for Award			X	
QUALIFIES FOR LOCAL PREFERENCE?			YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?			NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO	NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS				
1	AC Power Circuit Breaker	Each	• \$13,092.00	\$15,592.00
TERMS:			NET 30	NET 30
F.O.B.:			DEST	SHIPPING POINT
DELIVERY:			6 - 8 WEEKS	6 - 8 WEEKS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. F D Lawrence
Cincinnati OH

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: Heavy-Duty Custom Utility Body with Accessories and Installation Services
 Dept./Div.: Water Utility Field Operations
 Requisition No.: 115WTWW6

IFB No.: 15072U
 Bids Opened: 11:00 A.M.; 12-2-2015

BIDDER NAME & STREET ADDRESS:		No.:		1	
		CITY:		K E ROSE	
		STATE & ZIP:		CO LTD.	
		Recommended for Award		X	
QUALIFIES FOR LOCAL PREFERENCE?				NO	
QUALIFIES FOR CERTIFIED PREFERENCE?				NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO	
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS					
Heavy-Duty Custom Enclosed Utility Body with Accessories and Installation Services					
1	Heavy-Duty Custom Utility Body with Accessories	1	EA	•	\$80,458.00
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?				YES
	Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of Increase				YES 10%
2	Installation Services	1	EA	•	\$18,500.00
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?				YES
	Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of Increase				YES 10%
3	Under-Vehicle Perimeter Lighting System	1	EA	•	\$600.00
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?				YES
	Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of Increase				YES 10%
4	Installation Services	1	EA	•	\$400.00
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?				YES
	Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of Increase				YES 10%
				Terms:	1% 10th Proximo
				F.O.B.:	Destination
				DELIVERY:	385 Days

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | |
|--|--|
| HRC
Dayton OH 45402 | 7. M Tech Company
Cleveland, OH 44148 |
| 1. Team Cruiser Conversion Co., Inc.
Indianapolis, IN 46208 | 8. Kaffenbarger Truck Equipment
New Carlisle, OH 45344 |
| 2. J. W. Devers & Sons, Inc.
Trotwood, OH 45426 | 9. DNJ Truck Upfitting & Reconditioning, Inc.
Jamestown, OH 45335 |
| 3. Henderson Mfg.
Bucyrus, OH 44820 | 10. River City Body
Cincinnati, OH 45242 |
| 4. Bell Equipment
Gahanna, OH 43230 | 11. Dayton Parts Company (Local)
Dayton, OH 45404 |
| 5. Equipment Technology
Oklahoma City, OK 73114 | 12. Truck Works, Inc.
Phoenix, AZ 85009 |
| 6. Terex Services
Waukesha, WI 53188 | |

2.

**CITY OF DAYTON
CITY MANAGER'S REPORT**

TO: City Manager

Date January 20, 2016

FROM: Water / Water Engineering
Department/Division

Code 53802-3445-1424-54-WF1514

Fund Title 2016 Water Capital Funds

(CHECK ONE)

Amount \$ 218,944.44 (thru 04/2017)

- Purchase Order Lease Agreement
 Price Agreement Estimate of Cost
 Award of Contract Payment of Voucher
 Other _____

Supplier/Vendor/Company/Individual:

NAME Performance Site Development
ADDRESS 1342 Spangler Road
Fairborn, Ohio 45324

Justification and description of purchase, contract or payment:

GUENTHER ROAD WATER MAIN IMPROVEMENTS
(15% MBE GOAL / 15.16% MBE ACHIEVED) (5% WBE GOAL / 5.12% WBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with Performance Site Development, in the amount of \$218,944.44 for the Guenther Road Water Main Improvements project. This amount includes the base bid of \$199,040.40 and Alternate No. 1 - Contingency Allowance for \$19,904.04 (10% of the base bid). The project consists of installation of approximately 1,265 linear feet of 8" water main in Guenther Road from Hoover Avenue to Corporation Limit. Work includes the installation of ductile iron pipe and fittings, gate valves, fire hydrants, and doing other work incidental thereto.

Eight bids were received for this project on December 10, 2015. After evaluating the bids, Performance Site Development bid was the lowest. The estimated cost for the project (including Alternate No. 1 Contingency Allowance) was \$270,000.00. The time for contract completion is 90 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is April 30, 2017.

This project is being fully funded using 2013 Water Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing an existing 6-inch diameter main in an area targeted for 8-inch diameter replacements which have a high break history (13 breaks in the last 15 years).

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.

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

Scott D. Plume
Division

Clerk

Ann D. Plume
Department

Date

John D. Palen
City Manager

CERTIFICATE OF FUNDS

CT161369

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order

Contract Start Date	01/20/16
Expiration Date	04/30/17
Original Commission Approval	\$ 218,944.44
Initial Encumbrance	\$ 218,944.44
Remaining Commission Approval	\$
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$

Required Documentation

<u> X </u>	Initial City Manager's Report
<u> X </u>	Initial Certificate of Funds
<u> X </u>	Initial Agreement/Contract
<u> </u>	Copy of City Manager's Report
<u> </u>	Copy of Original Certificate of Funds

Amount: <u> \$ 218,944.44 </u> Fund Code <u> 53802 - 3445 - 1424 - 54 - WF1514 - </u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> XXXX - XXXX - XXXX - XX - XXXX - </u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>
Amount: <u> </u> Fund Code <u> XXXXX - XXXX - XXXX - XX - XXXX - </u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> XXXXX - XXXX - XXXX - XX - XXXX - </u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>

Attach additional pages for more FOAPALS

Vendor Name: Performance Site Development

Vendor Address: 1342 Spangler Road Fairborn Ohio 45324
Street City State Zipcode + 4

Federal ID: 47-3475137

Commodity Code: 96896

Purpose: Award of Contract for Guenther Road Water Main Improvements (15% MBE AND 5% WBE Participation)

Contact Person: Ben Swain, Senior Engineer II Water/Water Engineering
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]*

CF-Prepared by: *[Signature]*
SA 1-8-16

 1-11-16
Date

 1-8-16 CT161369
Date COMMISSION CF/CT Number

DAYTON, OHIO
DEPARTMENT OF WATER

**PROPOSAL TABULATION FOR:
GUENTHER ROAD WATER MAIN
IMPROVEMENTS (15% MBE AND 5%
WBE PARTICIPATION)**

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>DECEMBER 10, 2015</u>	<u>\$270,000.00</u>	<u>90 Calendar Days</u>

<u>Bidders</u>	<u>Actual Amount¹ of Bid</u>	<u>Adjustment for Work Days</u>	<u>Adjustment for Comparison Purposes Only</u>
*Performance Site Development	\$218,944.44	\$0.00	\$218,944.44
Double Jay	\$229,534.80	\$0.00	\$229,534.80
Brumbaugh const.	\$239,602.00	\$0.00	\$239,602.00
CG Construction	\$242,567.08	\$0.00	\$242,567.08
Kinnison Exc.	\$253,821.04	\$0.00	\$253,821.04
Associated	\$262,086.44	\$0.00	\$262,086.44
LJ Deweese	\$266,080.54	\$0.00	\$266,080.54
Tall View Palladium	\$278,566.64	\$0.00	\$278,566.64

*** RECOMMENDED FOR AWARD**

¹ includes Base Bid and Alternate No. 1 - Contingency Allowance



MEMORANDUM

December 23, 2015

TO: Frederick Stovall, Director
Department of Public Works

FROM: Roshawn Winburn, Business & Technical Assistance Administrator
Human Relations Council (HRC) *RS*

SUBJECT: **Guenther Road Water Main Improvements (15% MBE and 5% WBE Participation)**

The apparent low bidder, Performance Site Development, LLC, submitted a bid utilizing four certified contractors to meet the participation goals. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is as follows:

	PERCENTAGE OF PARTICIPATION
1. Performance Site Development, LLC	
A. MINORITY BUSINESS ENTERPRISE	
W. C. Jones Asphalt Paving Co., Inc.	11.14%
Tall View Palladium, Inc.	4.02%
B. WOMEN BUSINESS ENTERPRISE	
Green Star Trucking, Inc.	3.82%
First Star Safety, LLC.	1.30%
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	15.16% MBE
	5.12% WBE

The attached participation verification letters 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 need additional information please contact Roshawn Winburn at 333-1439.

NOTE TO CONTRACTORS:

Since there will be copies made of the bid form of this improvement, please use black ink or a typewriter to fill in the bid prices and extensions.

**CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS**

Bid Form Guenther Road
Water Main Improvements

Bidder Performance Site Development
1342 Spangler Road
Fairborn, OH 45324

BID FORM

To: Director, Department of Public Works
The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and specifications for the following improvement, and the conditions of this bid, hereby agrees to furnish all services, labor, materials and equipment, and to construct in every respect complete:

GUENTHER ROAD WATER MAIN IMPROVEMENTS

(15% MBE AND 5% WBE PARTICIPATION)

in accordance with said plans and specifications on file in the office of the City Engineer at the unit prices hereinafter set forth.

Bid Form (Continued)

**GUENTHER ROAD WATER
MAIN IMPROVEMENTS
(15% MBE AND 5% WBE)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
201	Clearing and Grubbing (As needed near creek)	1	LUMP	1,700 ⁻	1,700 ⁻
202	Guardrail, Removed for Reuse	40	L.F.	5 ⁻	200 ⁻
304	Aggregate Base	160	C.Y.	47 ⁻	7,520 ⁻
403	Asphalt Concrete	165	TONS	155 ⁻	25,575 ⁻
403	Asphalt Concrete, Driveway	10	TONS	155 ⁻	1550 ⁻
407	Tack Coat, 0.1 Gal Per S.Y.	60	GAL	6 ⁻	360 ⁻
453	Concrete Driveway	150	S.F.	8 ⁻	1,200 ⁻
606	Guardrail, Type 5, Rebuilt	40	L.F.	20 ⁻	800 ⁻
608	Concrete Walk	125	S.F.	9 ⁻	1,125 ⁻
609	Barrier Curb	20	L.F.	45 ⁻	900 ⁻
614	Maintaining Traffic	1	LUMP	4500 ⁻	4500 ⁻
623	Construction Layout Stakes	1	LUMP	1300 ⁻	1300 ⁻
653	Topsoil Furnished and Placed, 4"	50	C.Y.	45 ⁻	2,250 ⁻
659	Seeding and Mulching	500	S.Y.	1.25	625 ⁻
810	Street Cut Permit	1	LUMP	\$ 2,246.40	\$ 2,246.40
810	Excavation and Backfill for 6" Water Pipe with Structural Backfill	85	L.F.	70 ⁻	5,950 ⁻

Bid Form (Continued)

GUENTHER ROAD WATER
MAIN IMPROVEMENTS
(15% MBE AND 5% WBE)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
810	Excavation and Backfill for 8" Water Pipe with Structural Backfill	1180	L.F.	<u>38⁸⁰</u>	<u>45,784</u>
811	Rock Excavation	375	C.Y.	<u>70</u>	<u>26,250</u>
824	6" Ductile Iron Water Pipe and Fittings	85	L.F.	<u>25</u>	<u>2,125</u>
824	8" Ductile Iron Water Pipe and Fittings	1180	L.F.	<u>24</u>	<u>28,320</u>
837	Abandoned, Special (Water Valves)	4	EA.	<u>125</u>	<u>500</u>
840	6" Gate Valve and Appurtenances	4	EA.	<u>1015</u>	<u>4060</u>
840	8" Gate Valve and Appurtenances	4	EA.	<u>1,390</u>	<u>5,560</u>
843	Fire Hydrant, Installed	3	EA.	<u>3,800</u>	<u>11,400</u>
843	Fire Hydrant, Removal	2	EA.	<u>800</u>	<u>1,600</u>
844	6"X6" Water Main Tap	1	EA.	<u>1,520</u>	<u>1,520</u>
844	8"X6" Water Main Tap	1	EA.	<u>1,520</u>	<u>1,520</u>
844	10"X8" Water Main Tap	1	EA.	<u>2,100</u>	<u>2,100</u>
845	Service Replacement, Method "B"	4	EA.	<u>375</u>	<u>1,500</u>
847	Cut and Plug 6" Water Line	9	EA.	<u>1,000</u>	<u>9,000</u>
TOTAL BASE BID				\$	<u>199,040.40</u>

In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

**ALTERNATE NO. 1
CONTINGENCY ALLOWANCE**

This Alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. For evaluation of the bids, the amount of this "CONTINGENCY ALLOWANCE" shall be equal to **Ten Percent (10%) of the Contractor's Total Base Bid.** For contract award, the amount of this "CONTINGENCY ALLOWANCE" may vary as determined by the City, but shall not exceed the maximum of **Ten Percent (10%) of the Contractor's Total Base Bid.**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance (Shall equal 10% of the Contractor's Total Base Bid)	1	LUMP	<u>19,904⁰⁴</u>	<u>19,904⁰⁴</u>
TOTAL ALTERNATE NO. 1				<u>\$ 19,904⁰⁴</u>	

Bid Form (Continued)

**GUENTHER ROAD WATER
MAIN IMPROVEMENTS
(15% MBE AND 5% WBE)**

The consideration to be paid for the performance of the Contract of the above described project is provided as follows: This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	<u>\$ 51,900.00</u>	<u>\$ 147,140.40</u>	<u>\$ 199,040.40</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	<u>\$ -0-</u>	<u>\$ 19,904.04</u>	<u>\$ 19,904.04</u>

The time of completion fixed by the City is 90 Calendar Days.

Following are the names of all persons, firms, and corporations interested in the above bid as principals. If none, state that "No person or party other than the bidder is interested in this Bid."

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DISCLOSURE OF LITIGATION

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

RESPONSE: YES NO

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

Bidder is

An Individual
Firm Name

Performance Site Development

Business Address

1342 Spangler Road Fairborn, OH 45324

Telephone 937-410-4645

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

Telephone _____

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Rusty Trumbach owner

Home Office Address

1342 Spangler Rd

Local Address

Fairborn OH 45324

Telephone 937-410-4645 Fax 937-

E-mail Rusty.trumbach@aol.com

Federal I.D.# 47-3475137

Dated this 10 day of December, 2015

Bidder: Performance Site Development

(Person, Firm, or Corporation)

By:

Rusty Trumbach

Title:

owner

If a certified or cashier's check is submitted with Bid Form, please furnish the following information:

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

Amount \$ 10% of the total amount bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of 10% of the total amount bid 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, Performance Site Development, LLC

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 and sealed at Dayton, Ohio, this 10th day of December, 2015.

Performance Site Development, LLC

Bidder

Nationwide Mutual Insurance Company

Denise Nelson
Surety

Huntington Insurance

Name of Insurance Agency

440 Polaris Parkway, Suite 400, Westerville OH 43082

Address of Insurance Agency

Telephone 614-899-8508 FAX 877-267-8124

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

DENISE NELSON
MICHAEL D. WARD

KATHLEEN ANN VANSOVICH
JULIEANN JOHNSTON

SUZANNE M. ROZEK
DEBORAH L. WILLIAMS

WESTERVILLE OH

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS

\$ 4,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 10th day of December, 2015.

Secretary

This Power of Attorney Expires 03/31/17

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 07/14/2015

Effective 07/01/2015

Expires 06/30/2016

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

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

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$34,711,194,770, liabilities in the amount of \$22,573,205,749, and surplus of at least \$12,137,989,021.

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

Mary Taylor

Mary Taylor, Lt. Governor/Director





PROPERTY AND CASUALTY COMPANIES - ASSOCIATION EDITION

ANNUAL STATEMENT

FOR THE YEAR ENDED DECEMBER 31, 2014
OF THE CONDITION AND AFFAIRS OF THE

Nationwide Mutual Insurance Company

NAIC Group Code 0145 (Current) 0149 (Prior) NAIC Company Code 22767 Employer's ID Number 31-477169

Organized under the Laws of Ohio, State of Domicile or Port of Entry Ohio, United States of America.
Incorporated/Organized 12/05/1925 Commenced Business 04/14/1926
Statutory Home Office One West Nationwide Blvd., Columbus, OH, US 43216-2220
Main Administrative Office One West Nationwide Blvd., Columbus, OH, US 43216-2220
Mail Address One West Nationwide Blvd., 1-04-701, Columbus, OH, US 43216-2220
Primary Location of Books and Records One West Nationwide Blvd., Columbus, OH, US 43216-2220
Internet Website Address www.nationwide.com
Statutory Statement Contact Cheryl M. Dennis, FinRisk@nationwide.com

OFFICERS

President & COO Wesley Kim Austen # Robert William Homer III Sr VP & Treasurer David Patrick LaPaul VP - Corp Gov & Secretary

OTHER

- J Lynn Anderson # Sr VP, President-NW Bank
David Alan Bars # Sr VP-Chief Client Off
Mark Allen Bevan # PA & COO-P&A Assistant CO
John Lapinski Carter # Sr VP-NW Retirement Plans
Gary Anthony Chubb # Sr VP-NW National Partners
Terri Lee Ford # Sr VP-Talent, Div & Org Solut
Wesley Anthony Gagliano # Sr VP-ITD
Susan Jane Galt # Sr VP-GDNR Systems
Levina Marie Hatcher # Sr VP-IRI Special Marketing
Peter Joseph Hendry # Sr VP-Title Company
Gregory Scott Jordan # Sr VP-Insurance Audit
James Russell Koppelman # Sr VP-COO PA & Omer
Michael Patrick Lamb # Sr VP-CFO-PAO
Nancy Karen Mackay # Sr VP-Corp. Development Ops
Chris Karen Sander # Sr VP-PAO-Columbus Field Dir
Gregory Stephen Hagan # Sr VP-CFO-PAO
Mark Kenneth Paul # PA & COO-PAO & Home Eq
Michael Andrew Robinson # Sr VP-CEO Est Acct
Eric Eugene Smith # Sr VP-Field Underwriting Prod
Diane Marie Thompson # Sr VP-IRI-CFO
Terrence Williams # Sr VP-NW Appraisement
David Gerald Arnes # Sr VP-Personal Lines Fld
James David Barnes # Sr VP-Controller
Patrick Ann Beatty # Sr VP-Head of Taxation
Thomas Edward Clark # Sr VP-NW Service & Support
Shirley Mitchell English # Sr VP-Gov Relations
Theodor Gerard Frennweyer # Sr VP
Peter Anthony Galt # Sr VP-IRI Risk Mitigat
Walter Dean Galt # Sr VP-PCD Sales Support
Dyanne Ruth Inzer # Sr VP-Client Lias & Eval
Toni Lynn Lee # Sr VP-President NW Growth Strat
Michael David Nantz # Sr VP-Client Lias & Analytic
Michael Alan Lee # Sr VP-Client Lias Prod Support
Jennifer Bond Mackenzie # Sr VP-Insurance VP
Michael Craig Miller # Sr VP-PAO & Supporter Int
Suzanne Lee Nantz # Sr VP-Client Lias Prod
Stanley Reed Pennington # COO
Jan Millard Rowland # Sr VP-PAO Independent Dir
Shirley Suzanne Tappan # Sr VP-PAO Client Serv & Sup
Andrew Dennis Walker # Sr VP-IT-CFO & Cit Prod Off
Anne Louise Ayres # Sr VP-NW Direct Distribution
David William Berger # Sr VP-Chief Economist
William Joseph Burke # Sr VP-Marketing-P&A Dir
Teresa Ann Chan # Sr VP-COO-PAO & Agency
Robert Edward Collier # Sr VP-PAO-PAO
Martha Louise Evers # Sr VP-PAO-PAO-PAO
David Gerard Frennweyer # Sr VP-PAO-PAO-PAO
Helen Margaret Hatcher # Sr VP-PAO-PAO-PAO
Sara Sherry Hatcher # Sr VP-PAO-PAO-PAO
Matthew Eric Juchacz # Sr VP-PAO-PAO-PAO
Celia Virginia Kopp # Sr VP-PAO-PAO-PAO
Chris Edward Lamb # Sr VP-PAO-PAO-PAO
Katherine Marie Lamb # Sr VP-PAO-PAO-PAO
Michael William Metcalfe # Sr VP-PAO-PAO-PAO
C. Michael Metcalfe # Sr VP-PAO-PAO-PAO
James Michael Pennington # Sr VP-PAO-PAO-PAO
Suzanne Lee Nantz # Sr VP-PAO-PAO-PAO
New Taylor Oliver # Sr VP-PAO-PAO-PAO
Marie Raymond Threlkoff # Sr VP-PAO-PAO-PAO
Karl Alan Walker # President & COO - Nationwide PAO

DIRECTORS OR TRUSTEES

- Leslie Jackson Atchell
Timothy Joseph Carmon
Daniel Thomas Fisher
Terry Wayne McChes
Burt Ruppel #
Gregory Paul Williams #
Arthur Irving Bell
Katherine Dale Davis
Lydia Michener Marshall
James Patrick Pennington
Michael Joseph Toole

State of Ohio County of Franklin SS:

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described entries were the absolute property of the said reporting entity, true and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Wesley Kim Austen President & COO
Robert William Homer III VP - Corp Governance & Secretary
David Patrick LaPaul Sr VP & Treasurer

Subscribed and sworn to before me this day of February, 2015.
JEFFREY BOYD Notary Public, State of Ohio My Commission Expires 08-22-2016

COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
AFFILIATED FIRE AND CASUALTY INSURERS

ASSETS

	Current Year			Prior Year
	1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1. Bonds (Schedule D)	21,689,028,661		21,689,028,661	21,697,802,540
2. Stocks (Schedule D):				
2.1 Preferred stocks	3,684,239		3,684,239	527,989
2.2 Common stocks	5,169,708,344	1,644,158	5,168,065,186	4,061,170,277
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	843,987,323		843,987,323	830,612,720
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$				
encumbrances)	635,612,939		635,612,939	642,021,781
4.2 Properties held for the production of income (less				
\$				
encumbrances)	35,587,871		35,587,871	54,177,173
4.3 Properties held for sale (less \$				
encumbrances)				
5. Cash (\$				
(\$				
Investments (\$				
6. Contract loans (including \$				
7. Derivatives (Schedule DB)	10,238,288		10,238,288	43,104,016
8. Other invested assets (Schedule BA)	3,940,469,325	51,824,939	3,937,844,386	3,795,478,488
9. Receivable for securities	26		26	29
10. Securities lending reinvested collateral assets (Schedule DL)	104,164,641	6,904,368	95,250,273	77,539,787
11. Aggregate write-ins for invested assets	1,370,798,585		1,370,798,585	1,330,588,762
12. Subtotals, cash and invested assets (Lines 1 to 11)	34,262,850,783	82,373,490	34,190,477,323	32,746,496,101
13. Title plants less \$				
14. Investment income due and accrued	257,553,605	24,824	257,528,881	252,428,924
15. Premiums and considerations:				
15.1 Uncollected premiums and agent balances in the course of collection	1,234,723,089	85,637,694	1,148,785,395	1,022,442,734
15.2 Deferred premiums, agents' balances and installments booked but				
deferred and not yet due (including \$				
earned but unbilled premiums)	2,808,777,320	15,478,027	2,793,299,293	2,877,097,571
15.3 Accrued retrospective premiums				
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers	85,940,462		85,940,462	84,058,379
16.2 Funds held by or deposited with reinsured companies	9,411,138		9,411,138	10,078,341
16.3 Other amounts receivable under reinsurance contracts				
17. Amounts receivable relating to uninsured plans				
18.1 Current federal and foreign income tax recoverable and interest thereon	85,528,453		85,528,453	23,288,128
18.2 Net deferred tax asset	2,754,484,492	998,946,555	1,755,537,937	1,508,558,110
19. Guaranty funds receivable or on deposit	3,904,520		3,904,520	12,304,394
20. Electronic data processing equipment and software	480,183,493	334,083,843	155,099,650	179,895,529
21. Furniture and equipment, including health care delivery assets				
(\$				
22. Net adjustment in assets and liabilities due to foreign exchange rates	110,397,083	110,397,083		
23. Receivables from parent, subsidiaries and affiliates	2,208,768		2,208,768	1,879,372
24. Health care (\$				
25. Aggregate write-ins for other than invested assets	160,457,206	8,538,018	151,919,190	85,034,368
26. Total assets excluding Separate Accounts, Segregated Accounts and				
Protected Cell Accounts (Lines 12 to 25)	697,422,092	195,649,840	501,772,252	448,687,970
27. From Separate Accounts, Segregated Accounts and Protected Cell				
Accounts	42,952,841,697	1,801,432,352	41,151,409,345	39,052,258,889
28. Total (Lines 28 and 27)	42,952,841,697	1,801,432,352	41,151,409,345	39,052,258,889
DETAILS OF WRITE-INS				
1199. Totals (Lines 1101 thru 1103 plus 1198)(Line 11 above)	1,370,798,585		1,370,798,585	1,330,588,762
2599. Totals (Lines 2501 thru 2503 plus 2598)(Line 25 above)	697,422,092	195,649,840	501,772,252	448,687,970

COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
AFFILIATED FIRE AND CASUALTY INSURERS

LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 35, Column 8)	11,333,881,381	10,748,282,050
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)	9,792,213	3,047,491
3. Loss adjustment expenses (Part 2A, Line 35, Column 9)	3,115,879,282	3,077,327,583
4. Commissions payable, contingent commissions and other similar charges	382,878,825	388,725,890
5. Other expenses (excluding taxes, licenses and fees)	130,500,812	140,590,043
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	129,165,713	110,377,867
7.1 Current federal and foreign income taxes (including \$ _____ on realized capital gains (losses))		
7.2 Not deferred tax liability		
8. Borrowed money \$ _____, 5,163,112 and interest thereon \$ _____	5,163,112	5,004,378
9. Unearned premiums (Part 1A, Line 39, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ _____, 397,481,020 and including warranty reserves of \$ _____, 15,596,428 and reported accident and health experience rating refunds including \$ _____ for medical loss ratio rebata per the Public Health Service Act)	7,416,458,014	7,017,357,925
10. Advance premium	137,363,816	135,405,004
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders	12,635,622	9,008,120
12. Ceded reinsurance premiums payable (net of ceding commissions)	49,822,584	41,875,039
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 18)	(417,822)	(305,366)
14. Amounts withheld or retained by company for account of others	1,035,224,465	991,810,102
15. Remittances and items not allocated	194,260,389	188,137,503
16. Provision for reinsurance (including \$ _____ certified) (Schedule F, Part 8)	45,692,545	40,847,875
17. Net adjustments in assets and liabilities due to foreign exchange rates	(3,384)	2,697
18. Drafts outstanding		
19. Payable to parent, subsidiaries and affiliates	15,348,194	40,860,270
20. Derivatives	85,391,059	54,047,348
21. Payable for securities	41,587,368	31,462,537
22. Payable for securities lending	118,055,229	104,262,382
23. Liability for amounts held under uninsured plans		
24. Capital notes \$ _____ and interest thereon \$ _____		
25. Aggregate write-ins for liabilities	1,427,227,024	1,451,378,510
26. Total liabilities excluding protected cell liabilities (Lines 1 through 25)	28,282,739,295	24,644,725,814
27. Protected cell liabilities		
28. Total liabilities (Lines 26 and 27)	28,282,739,295	24,644,725,814
29. Aggregate write-ins for special surplus funds		365,000
30. Common capital stock		
31. Preferred capital stock		
32. Aggregate write-ins for other than special surplus funds		
33. Surplus notes	2,194,709,259	2,169,019,001
34. Gross paid in and contributed surplus		
35. Unassigned funds (surplus)	12,673,960,791	12,238,149,270
36. Less treasury stock, at cost:		
36.1 _____ shares common (value included in Line 30 \$ _____)		
36.2 _____ shares preferred (value included in Line 31 \$ _____)		
37. Surplus as regards policyholders (Lines 29 to 35, less 36) (Page 4, Line 39)	14,868,670,050	14,407,533,271
38. TOTALS (Page 2, Line 28, Col. 3)	41,151,408,345	39,052,258,885
DETAILS OF WRITE-INS		
2598. Totals (Lines 2501 thru 2503 plus 2598) (Line 25 above)	1,427,227,024	1,451,378,510
2999. Totals (Lines 2901 thru 2903 plus 2998) (Line 29 above)		365,000
3299. Totals (Lines 3201 thru 3203 plus 3298) (Line 32 above)		

COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
AFFILIATED FIRE AND CASUALTY INSURERS

STATEMENT OF INCOME

	1 Current Year	2 Prior Year
UNDERWRITING INCOME		
1. Premiums earned (Part 1, Line 35, Column 4)	17,919,604,668	18,942,247,318
DEDUCTIONS:		
2. Losses incurred (Part 2, Line 35, Column 7)	10,978,049,546	9,469,143,993
3. Loss adjustment expenses incurred (Part 3, Line 25, Column 1)	1,877,087,528	1,888,689,038
4. Other underwriting expenses incurred (Part 3, Line 25, Column 2)	8,062,534,587	5,944,577,790
5. Aggregate write-ins for underwriting deductions		(3,458,188)
6. Total underwriting deductions (Lines 2 through 5)	18,917,671,681	17,298,954,833
7. Net income of protected cells		
8. Net underwriting gain or (loss) (Line 1 minus Line 6 plus Line 7)	(998,167,092)	(356,707,315)
INVESTMENT INCOME		
9. Net investment income earned (Exhibit of Net Investment Income, Line 17)	925,897,544	973,880,946
10. Net realized capital gains or (losses) less capital gains tax of \$ 33,352,072 (Exhibit of Capital Gains (Losses))	(60,509,595)	(7,345,195)
11. Net investment gain (loss) (Lines 9 + 10)	865,187,959	966,335,750
OTHER INCOME		
12. Net gain (loss) from agents' or premium balances charged off (amount recovered \$ 1,915,668 amount charged off \$ 74,770,398)	(72,854,833)	(73,748,805)
13. Finance and service charges not included in premiums	169,032,244	175,483,888
14. Aggregate write-ins for miscellaneous income	58,362,090	29,841,399
15. Total other income (Lines 12 through 14)	154,529,601	131,678,682
16. Net income before dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Lines 8 + 11 + 15)	21,550,398	741,309,097
17. Dividends to policyholders	18,281,105	11,895,147
18. Net income, after dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Line 16 minus Line 17)	5,269,293	729,413,950
19. Federal and foreign income taxes incurred	(107,133,608)	(20,701,391)
20. Net income (Line 18 minus Line 19) (to Line 22)	112,402,771	753,121,341
CAPITAL AND SURPLUS ACCOUNT		
21. Surplus as regards policyholders, December 31 prior year (Page 4, Line 38, Column 2)	14,407,533,271	13,826,646,595
22. Net income (from Line 20)	112,402,771	763,121,341
23. Net transfers (to) from Protected Cell accounts		
24. Change in net unrealized capital gains or (losses) less capital gains tax of \$ (49,971,881)	859,159,773	(151,813,808)
25. Change in net unrealized foreign exchange capital gain (loss)	(31,168,975)	8,577,780
26. Change in net deferred income tax	67,293,421	68,481,050
27. Change in nonadmitted assets (Exhibit of Nonadmitted Assets, Line 28, Col. 3)	51,285,832	(287,781,058)
28. Change in provision for reinsurance (Page 3, Line 16, Column 2 minus Column 1)	(4,745,070)	(3,924,842)
29. Change in surplus notes	25,698,258	22,247,931
30. Surplus (contributed to) withdrawn from protected cells		
31. Cumulative effect of changes in accounting principles		(45,935,891)
32. Capital changes:		
32.1 Paid in		
32.2 Transferred from surplus (Stock Dividend)		
32.3 Transferred to surplus		
33. Surplus adjustments:		
33.1 Paid in		
33.2 Transferred to capital (Stock Dividend)		
33.3 Transferred from capital		
34. Net remittances from or (to) Home Office		
35. Dividends to stockholders		
36. Change in treasury stock (Page 3, Lines 36.1 and 36.2, Column 2 minus Column 1)		
37. Aggregate write-ins for gains and losses in surplus	(618,780,032)	200,735,173
38. Change in surplus as regards policyholders for the year (Lines 22 through 37)	461,136,779	581,687,678
39. Surplus as regards policyholders, December 31 current year (Line 21 plus Line 38) (Page 3, Line 37)	14,868,670,050	14,407,533,271
DETAILS OF WRITE-INS		
0599. Totals (Lines 0501 thru 0503 plus 0598) (Line 5 above)		(3,458,188)
1499. Totals (Lines 1401 thru 1403 plus 1498) (Line 14 above)	58,362,090	29,841,399
3799. Totals (Lines 3701 thru 3703 plus 3798) (Line 37 above)	(618,780,032)	200,735,173

COMBINED STATEMENT FOR THE YEAR 2014 OF THE NATIONWIDE MUTUAL INSURANCE COMPANY AND ITS
AFFILIATED FIRE AND CASUALTY INSURERS

CASH FLOW

	1	2
	Current Year	Prior Year
Cash from Operations		
1. Premiums collected net of reinsurance	18,088,305,830	17,045,501,498
2. Net investment income	787,479,188	881,138,147
3. Miscellaneous income	158,241,075	123,102,631
4. Total (Lines 1 through 3)	19,033,026,093	18,149,742,276
5. Benefit and loss related payments	10,258,073,575	8,511,180,828
6. Not transfers to Separate Accounts, Segregated Accounts and Protected Cell Accounts		
7. Commissions, expenses paid and aggregate write-ins for deductions	8,008,040,358	7,555,916,812
8. Dividends paid to policyholders	12,853,604	10,109,468
9. Federal and foreign income taxes paid (recovered) net of \$ (8,481,840) tax on capital gains (losses)	(11,855,283)	32,885,807
10. Total (Lines 5 through 9)	18,287,712,244	17,210,102,816
11. Net cash from operations (Line 4 minus Line 10)	755,313,849	939,639,460
Cash from Investments		
12. Proceeds from investments sold, matured or repaid:		
12.1 Bonds	3,014,195,345	3,168,187,094
12.2 Stocks	1,425,120,879	1,078,817,948
12.3 Mortgage loans	118,607,812	282,003,442
12.4 Real estate	23,890,920	
12.5 Other invested assets	848,071,804	1,193,542,341
12.6 Net gains or (losses) on cash, cash equivalents and short-term investments	(582,529)	(18,935)
12.7 Miscellaneous proceeds	75,157,954	148,378,469
12.8 Total investment proceeds (Lines 12.1 to 12.7)	5,305,361,894	5,850,709,359
13. Cost of investments acquired (long-term only):		
13.1 Bonds	2,746,688,778	4,459,328,788
13.2 Stocks	1,657,397,875	1,150,651,644
13.3 Mortgage loans	315,288,902	221,141,823
13.4 Real estate	31,365,823	41,278,265
13.5 Other invested assets	840,832,358	1,240,631,633
13.6 Miscellaneous applications	234,578,880	14,012,378
13.7 Total investments acquired (Lines 13.1 to 13.6)	5,805,153,817	7,127,045,139
14. Net increase (decrease) in contract loans and premium notes		
15. Net cash from investments (Line 12.8 minus Line 13.7 minus Line 14)	(579,771,833)	(1,287,335,782)
Cash from Financing and Miscellaneous Sources		
16. Cash provided (applied):		
16.1 Surplus notes, capital notes		
16.2 Capital and paid in surplus, less treasury stock		
16.3 Borrowed funds	158,737	(286,903)
16.4 Net deposits on deposit-type contracts and other insurance liabilities		
16.5 Dividends to stockholders		96,000,000
16.6 Other cash provided (applied)	(98,595,755)	133,878,468
17. Net cash from financing and miscellaneous sources (Lines 16.1 to 16.4 plus Line 16.5 plus Line 16.6)	(98,437,018)	37,588,563
RECONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS		
18. Net change in cash, cash equivalents and short-term investments (Line 11, plus Lines 15 and 17)	67,105,169	(290,107,558)
19. Cash, cash equivalents and short-term investments:		
19.1 Beginning of year	413,478,548	703,584,103
19.2 End of period (Line 18 plus Line 19.1)	500,583,717	413,476,545

Note: Supplemental disclosure of cash flow information for non-cash transactions:

20.0001.		
----------	--	--

CITY OF DAYTON, OHIO
Department of Public Works

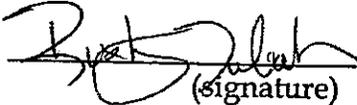
Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, Rusty Trimbach hereby certify that _____
(print name— an Officer of the company)

Performance Site Development meets the following Contractor requirements relating
(company)

to this City of Dayton construction project (check all that apply):

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy
- 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: owner

Date: 12/10/2015

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 expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

none

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.

none

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

W.C. Jones Asphalt

Green Star Trucking

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

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Rusty Trimbach being duly sworn, deposes and states as follows:

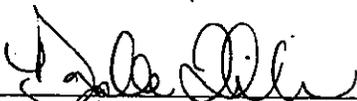
1. I am duly authorized to make the statements contained herein on behalf of Performance Site Development ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association 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: owner

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Rusty Trimbach
this 10 day of Dec., 2015


Notary Public

**FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID
WILL RESULT IN YOUR BID NOT BEING READ**

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Guenther Road Water Main Improvements Dayton, OH
NAME LOCATION

During the performance of this contract:

<u>Performance</u>	<u>1342 Spangler Rd.</u>	<u>937-410-4645</u>
<u>Site Development</u>	<u>Fairborn, OH 45324</u>	<u>937-879-4737</u>
<small>CONTRACTOR</small>	<small>ADDRESS</small>	<small>TELEPHONE / FAX</small>

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

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

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

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

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	<hr/> 11.5%
	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	<hr/> 6.9%

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

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

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

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

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

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

- a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.

- c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
- e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.
- f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.
- g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.
- h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.
- i) The contractor shall validate all tests and other selection requirements.
- j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.
- k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.
- l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.
- m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

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

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Performance Site Development (Contractor)
certifies that:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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)

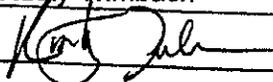
***FAILURE TO SUBMIT AND SIGN THIS DOCUMENT WITH YOUR BID
WILL RESULT IN YOUR BID NOT BEING READ***

Project Name:

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

Guenther Rd. Water Main Improvements

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Please Check One						Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
Certified Business Firm Name:	Tail View Palladium, Inc					Gravel	
Tax I.D. Number:	31-1674989						
Street Address:	2734 Armstrong Lane						
City/State/ Zip Code:	Dayton, OH 45414						
Phone (area code/#):	E-mail: P. 937-263-8586						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:			\$8,000-		Total \$ to subcontract	Total % subcontract:	4%
PRIME CONTRACTOR'S REPRESENTATIVE							
Print Name:	Rusty Trimbach			Street Address	1342 Spangler Road		
Sign Name:				City/State/Zip	Fairborn, OH 45324		

(Circle one: SBE MBE WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

Project Name:

Guenther Road Water Main Improvements

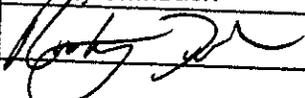
This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Please Check One					Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input checked="" type="checkbox"/>	Construction Subcontract <input type="checkbox"/>		
Certified Business Firm Name:		WC Jones Asphalt Paving			Asphalt	
Tax I.D. Number:	31-0955590					
Street Address:	905 S. Broadway Street					
City/State/ Zip Code:	Dayton, OH 45417					
Phone (area code/#):	E-mail: P. 937-228-1253					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$22,178

Total \$ to subcontract

Total % subcontract: 11%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	Rusty Trimbach	1342 Spangler Road	
Sign Name:		City/State/Zip	
		Fairborn, OH 45324	

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

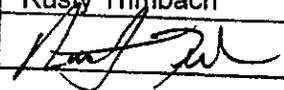
Project Name:

Guenther Road Water Main Improvements

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
		Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
Green Star Trucking, INC		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trucking	
Certified Business Firm Name:							
Tax I.D. Number:	31-1369408						
Street Address:	P.O. Box 26098						
City/State/ Zip Code:	Trotwood, OH 45426						
Phone (area code/#):	E-mail: P. 937-837-7703						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$7,564 Total \$ to subcontract _____ Total % subcontract: 3.5%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	Rusty Trimbach	1342 Spangler Road	
Sign Name:			
		City/State/Zip	Fairborn, OH 45324

(Circle one: SBE/MBE/**WBE**/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

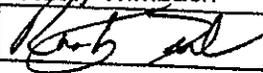
Project Name:

Guenther Road Water Main Improvements

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office, (937) 333-1403.

		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Traffic Safety		
Certified Business Firm Name:	First Star Safety, LLC						
Tax I.D. Number:	42-1719025						
Street Address:	4 Kovach Drive Suite 430						
City/State/ Zip Code:	Cincinnati, OH 45215						
Phone (area code/#):	E-mail:	P. 513.661.7827					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: \$2,594.35 Total \$ to subcontract _____ Total % subcontract: 15%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	Rusty Trimbach	1342 Spangler Road	
Sign Name:		City/State/Zip	
		Fairborn, OH 45324	

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date: _____

Project: _____

Participation Goal (list only one): _____

Submit a separate form for each goal for which you are requesting a waiver. A bidder requesting a waiver of the (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the Bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a Waiver for SBE/MBE/WBE/DLSB goals based on good faith efforts; DBE goals based on good faith efforts; HUD Section 3 goals based on efforts to the greatest extent feasible; and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. This form must be completed and submitted with your bid if you are requesting a waiver of any goal.

#	Points Possible	Activity Description	Points Requested	Points Approved
1	20	Solicited the interest of all certified MBE/WBE/SBE/DLSB or DBE or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before the bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or DBE or HUD3 sufficient time to respond to the solicitation.		
2	20	Negotiated with MBE/WBE/SBE/DLSB or DBE or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.		
3	15	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or DBE or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.		
4	15	Rejected MBE/WBE/SBE/DLSB or DBE or HUD3 as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder'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 for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.		
5	10	Provided interested MBE/WBE/SBE/DLSB or DBE or HUD3 with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.		
6	10	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or DBE or HUD3).		
7	5	Assisted interested MBE/WBE/SBE/DLSB or DBE or HUD3 that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.		
8	5	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified MBE/WBE/SBE/DLSB or DBE or HUD3 in the assistance of their business growth and development.		
	100	Bidding Company Name: _____		

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

Project Name: _____

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name:						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____			Total \$ to subcontract _____		Total % subcontract: _____	
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address		
Print Name:						
Sign Name:				City/State/Zip		

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date: _____

Project: _____

Participation Goal (list only one): _____

Submit a separate form for each goal for which you are requesting a waiver. A bidder requesting a waiver of the (circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the Bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a Waiver for SBE/MBE/WBE/DLSB goals based on good faith efforts; DBE goals based on good faith efforts; HUD Section 3 goals based on efforts to the greatest extent feasible; and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. This form must be completed and submitted with your bid if you are requesting a waiver of any goal.

#	Points Possible	Activity Description	Points Requested	Points Approved
1	20	Solicited the interest of all certified MBE/WBE/SBE/DLSB or DBE or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before the bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or DBE or HUD3 sufficient time to respond to the solicitation.		
2	20	Negotiated with MBE/WBE/SBE/DLSB or DBE or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.		
3	15	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or DBE or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.		
4	15	Rejected MBE/WBE/SBE/DLSB or DBE or HUD3 as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder'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 for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.		
5	10	Provided interested MBE/WBE/SBE/DLSB or DBE or HUD3 with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.		
6	10	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or DBE or HUD3).		
7	5	Assisted interested MBE/WBE/SBE/DLSB or DBE or HUD3 that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.		
8	5	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified MBE/WBE/SBE/DLSB or DBE or HUD3 in the assistance of their business growth and development.		
	100	Bidding Company Name: _____		

CERTIFICATE OF FUNDS

CT 16 1372

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract

 Renewal Contract

 Change Order

Contract Start Date	01/20/16
Expiration Date	03/31/17
Original Commission Approval	\$ 180,999.00
Initial Encumbrance	180,999.00
Remaining Commission Approval	
Original CT/CF	\$
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$

Required Documentation

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

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

Amount: <u> \$ 180,999.00 </u> Fund Code <u> 28130 - 6340 - 1425 - 71 - - </u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>	Amount: _____ Fund Code _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>
Amount: _____ Fund Code <u> XXXXX - XXXX - XXXX - XX - XXXX - XXXX </u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>	Amount: _____ Fund Code <u> XXXXX - XXXX - XXXX - XX - XXXX - XXXX </u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> FundOrgAcctProgActLoc </div>

Attach additional pages for more FOAPALS

Vendor Name: Shiver Security Systems, Inc

Vendor Address: 6404 Thornberry Court #410 Mason OH 45040
Street City State Zipcode + 4

Federal ID: 31-1775777

Commodity Code: _____

Purpose: 2013 Assistance to Firefighters Grant.

 To install and maintain a turn-key fire alarm system in each of the 12 City of Dayton Fire Stations.

Contact Person: Andrew Steele Fire 1/13/2016
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.

 [Signature]
 Finance Director Signature

 [Signature]
 CF-Prepared by

 1-13-16
 Date

 1-13-16 CT161372
 Date CF/CT Number

COMMISSION

JAN 20 2016

CALENDAR

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 20, 2016

FROM: Civil Service Board
Department/Division

Code 10000-1300-29601-62

(CHECK ONE)

Fund Title General

Amount \$ \$100.000 (Revenue to the City)

- Purchase Order Lease Agreement
- Price Agreement Estimate of Cost
- Award of Contract Payment of Voucher
- Other Agreement for Reimbursement

Supplier/Vendor/Company/Individual:

NAME Dayton Public Schools
 ADDRESS 115 South Ludlow Street
Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

The Dayton Civil Service Board serves as the civil service commission for the Dayton City School District for the appointment and employment of classified employees. The Civil Service Board provides such services as test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees.

As Ohio Revised Code 124.54 requires the school district to share in the cost of civil service administration, the Board of Education will pay the City of Dayton \$100,000 annually for such services.

Due to DPS biannual budget process, contract negotiations were delayed and not finalized and the signed contract was not received by Civil Service until December 17, 2015.

This agreement is effective from September 1, 2014 through August 31, 2016.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

[Signature]
Department

[Signature]
City Manager

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Dayton Public Schools
Address 115 South Ludlow Street
City Dayton State Ohio Zip+4 45402 -
Customer # Add Type/Seq #
Federal ID# 31-6000784

Revenue Information: Fund 10000 Orgn 1300 Rev 29601 Prog Actv 62

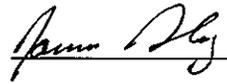
Contract Information: Contract Start Date Contract Expiration Date

Billing Information: Rate: \$100,000 Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing) \$100,000 – August 2016
Other (explain) \$100,000 received prior to contract approval
Rate Change Date Rate Change Amount

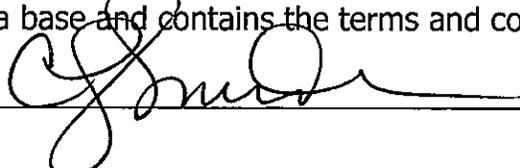
Description of Services (wording on invoice): Provides test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees.

Departmental Approval 

TO BE COMPLETED BY FINANCE

City Reference Number 17-1378-1 Auditor  Date 1/7/2016

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 

**AGREEMENT FOR REIMBURSEMENT FOR CIVIL SERVICE
ADMINISTRATION**

THIS SERVICE AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____, between the City of Dayton, Ohio ("City") and the Dayton, Ohio Board of Education ("School Board").

WITNESSETH THAT:

WHEREAS, the civil service commission of a city is authorized, pursuant to Ohio Revised Code §124.011 to serve as the commission for the school district for the appointment and employment of classified employees as defined in Ohio Revised Code §124.11; and

WHEREAS, the City of Dayton Civil Service Board ("Civil Service Board") serves as such commission for the Dayton Public Schools ("Dayton Schools"); and

WHEREAS, the Civil Service Board has provided such services as test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees; and

WHEREAS, Ohio Revised Code §124.54 requires the school district to share in the cost of civil service administration;

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

Article I - Scope of Services:

1. The Civil Service Board shall provide the following services:
 - 1.1. Provide testing services by administering Promotional and Open Competitive written, typing and/or agility testing, including:
 - 1.1.1. Advertise and post notices for examinations;
 - 1.1.2. Accept and review applications for certification;
 - 1.1.3. Certify the qualifications of applicants for competitive positions;
 - 1.1.4. Notify applicants of certification with admittance notice for examinations;
 - 1.1.5. Notify applicants of non-certification;
 - 1.1.6. Perform Task Analysis of positions for test development to determine knowledge, skills and abilities needed to perform the job;
 - 1.1.7. Develop written tests, typing tests and/or agility testing for posted positions;
 - 1.1.8. Provide applicant review process for protested questions;
 - 1.1.9. Determine Veteran's credit eligibility for scoring purposes;
 - 1.1.10. Calculate seniority for promotional purposes;
 - 1.1.11. Provide final scoring for tested positions;
 - 1.1.12. Develop and rank eligibility lists;
 - 1.1.13. Notify applicants of scores and eligibility ranking; and
 - 1.1.14. Provide eligible lists to Associate Director, Human Resources.

- 1.2. Review classification specifications, classification plan (job descriptions) and employee reclassification packets in accordance with Civil Service Rules.
- 1.3. Prepare agenda items for Civil Service Board consideration of employment actions, including:
 - 1.3.1. Extension of eligible lists;
 - 1.3.2. Reclassification of employees; and
 - 1.3.3. Reinstatement requests from former employees.
- 1.4. Verify layoff process by:
 - 1.4.1. Calculating applicable retention points and/or seniority points, based on information received from Dayton Public Schools; and
 - 1.4.2. Preparing Recall Lists, as needed.
- 1.5. Hear employee appeals for:
 - 1.5.1. Disciplinary actions;
 - 1.5.2. Reassignments/demotions for disability reasons; and
 - 1.5.3. Layoffs due to reductions in force.
2. To insure proper completion of the responsibilities listed above, the Dayton Board of Education agrees to:
 - 2.1. Maintain and update employee records and provide relevant information to Civil Service as requested or as necessary to fulfill the terms of this agreement;
 - 2.2. Within the first quarter of each calendar year, provide to Civil Service a classification plan consisting of the titles and class specifications (job descriptions) for all positions in the classified service;
 - 2.3. Provide annual performance appraisals for all classified employees;
 - 2.4. Provide proof of exhaustion of eligible lists within 30 days of exhaustion of lists;
 - 2.5. Recommend subject-matter experts as needed to assist with test development;
 - 2.6. Provide quarterly seniority lists;
 - 2.7. Provide a Dayton Public Schools' organization chart annually or as updated; and
 - 2.8. Provide agendas of every Board of Education Meeting.

Article II – Payment:

1. The City and the School Board agree to cost sharing in the amount of one hundred thousand dollars (\$100,000.00) each year for the next two (2) years, commencing with the 2014-2015 school year.
2. Said costs shall be made payable to the City of Dayton within the first quarter of the 2014-2015 school year and shall be paid within the first quarter of each year thereafter, until the end of the two year period.
3. The cost shall be fixed for 2 years, and may be modified at the end of the term, based upon any change in the nature of services provided by the Civil Service Board.

Article III – Amendment:

This Agreement may be amended, at any time, provided that such amendment makes specific reference to this Agreement and is executed in writing, signed by a duly-authorized representative of the City and the School Board, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio. Any such amendments shall not invalidate this Agreement.

Article IV – Entire Agreement/Integration:

This Agreement represents the entire and integrated agreement between the City and the School Board. 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 V – Waiver:

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

Article VI – 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.

Article VII – Non-Discrimination:

The City and the School Board shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identification, ancestry, national origin, place of birth, age, marital status, veteran status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment, or compensation, or selection for training, including apprenticeship.

Article VIII – Termination:

The City and the School Board may terminate this Agreement whenever either party determines such action to be in its best interest. Notice of termination shall be made by mailing a notice of termination to the City of Dayton through the Civil Service Board or to the Superintendent of Schools of behalf of the Board of Education by certified mail to its usual place of business. The notice, given at least ninety (90) days prior to the effective date, shall state the date upon which such action is effective.

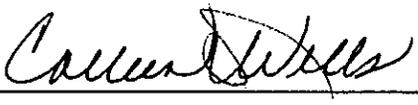
Article IX – Term:

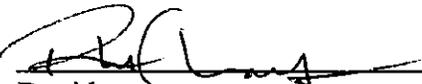
This agreement shall be in effect from September 1, 2014 through August 31, 2016.

IN WITNESS WHEREOF, the City, and the School Board, by duly authorized representatives, have executed this Agreement as of the day and date first set forth above.

WITNESSED BY:

DAYTON BOARD OF EDUCATION





President





Treasurer

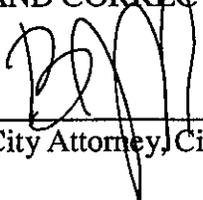
WITNESSED BY:

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

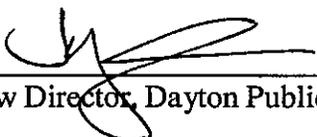
APPROVED BY:



City Attorney, City of Dayton



Chairperson, Civil Service Board



Law Director, Dayton Public Schools

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

_____, 2015

Min. / Bk. _____ Pg. _____

Clerk of the Commission

CERTIFICATE OF FUNDS

CF16 0033

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order

Contract Start Date	01/01/16
Expiration Date	12/31/16
Original Commission Approval	\$ 19,813.78
Initial Encumbrance	\$ 19,813.78
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 19,813.78 </u> Fund Code <u>10000 - 6310 - 1231 - 71 - - </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Dayton Regional Hazardous Materials Response Team

Vendor Address: 444 W. Third St. Suite 20-231 Dayton OH 45402-1460
Street City State Zipcode + 4

Federal ID: 31-0654511

Commodity Code: 95285

Purpose: Annual Membership Dues. CF150072

Contact Person: Dennis Thomas Fire 333-4508 10/15/2015
Department/Division 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:

CF Prepared by:

1-11-16 CF160033
Date CF/CT Number

COMMISSION
 JAN 20 2016
 CALENDAR

6.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 20, 2016

FROM: Fire Department
Department/Division

Code 10000-6310-1231-71

(CHECK ONE)

Fund Title General Fund

Amount \$ 33,966.48

- Purchase Order
- Price Agreement
- Award of Contract
- Other Miami Valley Fire/EMS Alliance Membership
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Supplier/Vendor/Company/Individual:

NAME Miami Valley Fire/EMS Alliance
 ADDRESS 444 W. Third St., Ste. 20-231
Dayton, Ohio 45402-1460

Justification and description of purchase, contract or payment:

Miami Valley Fire/EMS Alliance

The Department of Fire request \$33,966.48 for the 2016 Miami Valley Fire/EMS Alliance membership. This amount is based on the U. S. Bureau of Census population figures from the 2010 Census, as specified in the agency's funding assessment provisions.

Alliance membership provides the City of Dayton access to a regional council of fire service organizations that enhance our Fire/EMS services through optimal resource utilization, operational efficiencies, information sharing and regional cooperation while striving to minimize costs. Resulting uniform training and operational standards are important to the City of Dayton when we utilize and provide Automatic Mutual Aid Response (AMAR) and general mutual aid with surrounding departments. Cost savings are also obtained when we utilize their group pricing agreements.

Payment Calculation:
\$0.24 per 141,527 (per population) = \$33,966.48

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division Acting Director
 Department Fire
 City Manager [Signature]

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date January 20, 2016

FROM: Planning and Community Development
Division of Planning

Code 10000-2340-1231-11

(CHECK ONE)

Fund Title General Operating

Amount \$ \$65,102.42

Purchase Order Lease Agreement

Supplier/Vendor/Company/Individual:

Price Agreement Estimate of Cost

NAME Miami Valley Regional
Planning Commission (MVRPC)

Award of Contract Payment of Voucher

ADDRESS 10 N. Ludlow Street, Suite 700
Dayton, OH 45402-1855

Other 2016 MVRPC Annual Membership Dues

Justification and description of purchase, contract or payment:

2016 Miami Valley Regional Planning Commission Annual Membership Dues

The Department of Planning and Community Development is requesting that the attached invoice in the amount of \$65,102.42 for the City of Dayton's 2016 MVRPC membership dues be approved for payment. Dues are based on U.S. Bureau of Census population figures from the 2010 U.S. Census, and are computed at 46 cents per capita, as specified in the agency's funding assessment provisions. For the City of Dayton this is 141,527 (our 2010 Census population count) multiplied by 0.46 for a total of \$65,102.42. (In 2012 our dues were \$76,442.34 based on our 2000 census total of 166,179.)

This membership allows the City of Dayton to participate and vote on important regional planning and transportation issues. Most importantly, it gives the City access to the Ohio Department of Transportation's funding process.

A Certificate of Funds and invoice are attached.

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

Brian D. [Signature]
Division

Clerk

[Signature]
Department

Date

[Signature]
City Manager

CERTIFICATE OF FUNDS CF160031

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	01/01/16
Expiration Date	12/31/16
Original Commission Approval	\$ 28,305.40
Initial Encumbrance	\$ 28,305.40
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> </u> \$ 28,305.40 Fund Code <u>10000</u> - <u>6310</u> - <u>1231</u> - <u>71</u> - <u> </u> - <u> </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Montgomery County Office of Emergency Management

Vendor Address: 117 S. Main St. Suite 721 Dayton OH 45402-0968
Street City State Zipcode + 4

Federal ID: 31-6000172

Commodity Code: 95285

Purpose: Annual Membership Dues.

Contact Person: Dennis Thomas Fire 333-4508 10/15/2015
Department/Division 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

CFP Prepared by

1-11-16
 Date

1-7-16 CF160031
 Date CF/CT Number

COMMISSION
 JAN 9 2016
 CALENDAR

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager
FROM: Office of Management & Budget
Department/Division

Date January 20, 2016
Code 10000-9980-1221-99
Fund Title General Fund
Amount \$ \$10,776

(CHECK ONE)

- Purchase Order
- Price Agreement
- Award of Contract
- Other Membership
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Supplier/Vendor/Company/Individual:
NAME The Ohio Municipal League
ADDRESS 175 South Third Street, Suite 510
Columbus, Ohio 43215-7100

Justification and description of purchase, contract or payment:

The Ohio Municipal League was incorporated as an Ohio non-profit corporation in 1952 by city and village officials who saw the need for a statewide association to serve the interests of Ohio municipal government. Any city or village, by proper action of its legislative body and payment of the annual membership fee, may become a member. When an Ohio municipality becomes an active League member, all of the elected and key appointed officials are eligible to use the available services.

The OML represents the collective interest of Ohio cities and villages before the Ohio General Assembly and the state elected and administrative offices. OML staff testifies before legislative committees, coordinates testimony of municipal officials, prepares amendments, and meets and confers with legislators and their staff regularly.

The membership amount is based on the U.S. Bureau of Census population figures from the 2010 Census, as specified in the agency's funding assessment provisions.

It is recommended that the City of Dayton renew its membership with The Ohio Municipal League to provide legislative representation and related services for 2016.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division
Barbara LaBrier
Department
Jo Paulino
City Manager

2nd Reading

10.

BY.....

NO. 6161-16.....

A RESOLUTION

Authorizing the City Manager to Accept Funding From the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not to Exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) for the Angstrom Materials, Inc. Project, on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") established the Montgomery County Economic Development/Government Equity Program ("ED/GE") to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, Evidence of such cooperation has been demonstrated by the approval and formal execution of an agreement with the Board by each participating jurisdiction in Montgomery County; and,

WHEREAS, By Resolution No.15-1702, passed by the Board of County Commissioners on December 10, 2015, the City of Dayton was awarded an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) in ED/GE funding for the Angstrom Materials, Inc. project identified in the City's ED/GE Fall 2015 funding cycle application; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the project for which ED/GE funding has been awarded, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio under the Montgomery County Economic Development/Government Equity Program ("ED/GE") for the following project(s) and in the following amount:

APPROVED PROJECTS/FUNDING FROM FALL 2015 FUND

Angstrom Materials, Inc. Project \$40,000.00

Section 2. That 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, 2016

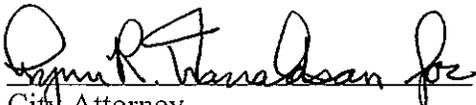
SIGNED BY THE MAYOR, 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

2015-2016
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, in October of 1989, O.R.C. Section 307.07 became effective, and granted the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situate within the boundaries of Montgomery County, Ohio, known as the ANGSTRON MATERIALS Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on December 10, 2015, by Resolution #15-1702, the Board awarded the THE CITY OF DAYTON an amount not to exceed \$40,000, or 3.9% of total project cost, from the 2015 Primary Economic Development Fund, to provide funding support for the ANGSTRON MATERIALS Project.

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

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of Forty Thousand Dollars (\$40,000) or three and nine tenths percent (3.9%) of total project cost, whichever is less, of the Board's 2015 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment.

The Board will, within thirty (30) calendar days of the receipt of such a statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its

representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

15. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of

_____, 20__.

Signed and acknowledged
in the presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

Witness

By: _____

Witness

By: _____

Witness

By: _____

OR

Witness

By: _____

Joseph P. Tuss
County Administrator

AND

Witness

By: _____

Erik S. Collins, Director
Community & Economic Development

AND

Witness

Name of Jurisdiction

Address

City State Zip

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS
[Signature]
CITY ATTORNEY

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
BY: _____
Assistant Prosecuting Attorney
DATE: _____

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT A
Work Program

Jurisdiction: THE CITY OF DAYTON

Project: ANGSTRON MATERIALS

The project will include the acquisition and improvements to 1235 McCook Avenue in order to expand production.

<u>TASK</u>	<u>BEGINNING DATE</u>	<u>COMPLETION DATE</u>
Acquisition and build-out	March 2016	August 2016
Equipment Installation	August 2016	December 2016

EXHIBIT B
Budget

Jurisdiction: **THE CITY OF DAYTON**

Project: **ANGSTRON MATERIALS**

SOURCES	
Private Equity	960,000
ED/GE	40,000
Local Government	25,000
TOTAL	1,025,000

USES	
Acquisition and construction*	435,000
Equipment	420,000
Fixtures	170,000
TOTAL	1,025,000

*denotes ED/GE expense

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only \$40,000, or 3.9% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.



MEMORANDUM

January 5, 2016

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

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

SUBJECT: ED/GE Fall 2015 Award – Angstrom Materials, Inc.

This memorandum will accompany and explain the attached legislation for consideration by the Dayton City Commission. On October 30, 2015, the Department of Economic Development made application to the Montgomery County ED/GE Fall 2015 program for funding of the Angstrom Materials, Inc. (AMI) Project. The committee awarded funding of \$40,000 to the project on December 10, 2015. The legislation will authorize the City to accept the funding.

AMI will invest \$1,025,000 to acquire, renovate, and equip the building located at 1235 McCook Avenue in order to expand their capacity for their anticipated growth. As a result, the company will retain eleven (11) full-time positions and add fifteen (15) new full-time jobs within three years.

We are requesting that this resolution be passed as an **emergency with one reading at two separate meetings**. The Development Agreement with the company will be presented to the City Commission for approval at a later date, once the ED/GE funds are in place.

Thank you for your attention to this matter. If you have any questions or desire additional information, please call Keith Klein of my staff at x3812.

FW/kek

C: Keith Klein

2nd Reading 11.

NO. 6162-16

BY.....

A RESOLUTION

Authorizing the City Manager to Accept Funding from the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, In An Amount Not To Exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) For the Rostam Direct Project, on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") established the Montgomery County Economic Development/Government Equity Program ("ED/GE") to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, Evidence of such cooperation has been demonstrated by the approval and formal execution of an agreement with the Board by each participating jurisdiction in Montgomery County; and,

WHEREAS, By Resolution #15-1702, passed by the Board of County Commissioners on December 10, 2015, the City of Dayton was awarded an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in ED/GE funding for the Rostam Direct Project; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the project for which ED/GE funding has been awarded, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary, including the Montgomery County Economic Development/Government Equity Program Project Agreement, attached hereto as Exhibit A, to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio under the Montgomery County ED/GE Program for the following project(s) and in the following amount:

APPROVED PROJECTS/FUNDING FROM FALL 2015 FUND

Rostam Direct Project

\$100,000

Section 2. That 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, 2016

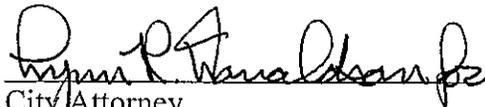
SIGNED BY THE MAYOR, 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

Exhibit A

2015-2016
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, in October of 1989, O.R.C. Section 307.07 became effective, and granted the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situate within the boundaries of Montgomery County, Ohio, known as the ROSTAM DIRECT Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on December 10, 2015, by Resolution #15-1702, the Board awarded the THE CITY OF DAYTON an amount not to exceed \$100,000, or 8.3% of total project cost, from the 2015 Primary Economic Development Fund, to provide funding support for the ROSTAM DIRECT Project.

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

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of One Hundred Thousand Dollars (\$100,000) or eight and three tenths percent (8.3%) of total project cost, whichever is less, of the Board's 2015 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment.

The Board will, within thirty (30) calendar days of the receipt of such a statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its

representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

15. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of

_____, 20__.

Signed and acknowledged
in the presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

Witness

By: _____

Witness

By: _____

Witness

By: _____

OR

Witness

By: _____

Joseph P. Tuss
County Administrator

AND

Witness

By: _____

Erik S. Collins, Director
Community & Economic Development

AND

Witness

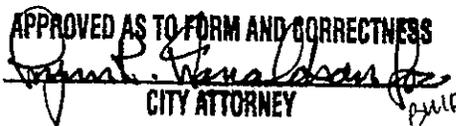
Name of Jurisdiction

Address

City State Zip

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY

BY: _____
Assistant Prosecuting Attorney

DATE: _____

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**EXHIBIT A
Work Program**

Jurisdiction: THE CITY OF DAYTON

Project: ROSTAM DIRECT

This project will create an opportunity that enable the business to move into Montgomery County and lease 350,000 square feet at the Dayton International Airport.

<u>TASK</u>	<u>BEGINNING DATE</u>	<u>COMPLETION DATE</u>
Finalize Lease Agreement	December 2015	December 2015
Install Fulfillment Lines	1 st quarter 2016	3 rd quarter 2016
Relocate equipment/inventory	2 nd quarter 2016	3 rd quarter 2016
Fully operational	3 rd quarter 2016	3 rd quarter 2016

EXHIBIT B
Budget

Jurisdiction: **THE CITY OF DAYTON**

Project: **ROSTAM DIRECT**

SOURCES	
Private Equity	1,059,500
ED/GE	100,000
Local Government	50,000
TOTAL	1,209,500

USES	
Equipment Relocation	50,000
Inventory Relocation	150,000
New Equipment	900,000
Recruitment	25,000
Training	84,500
TOTAL	1,209,500

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only \$100,000, or 8.3% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.



MEMORANDUM

January 5, 2016

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

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

SUBJECT: ED/GE Fall 2015 Award

On October 30, 2015, the Department of Economic Development made application to the Montgomery County ED/GE Fall 2015 program for funding of the Rostam Direct Project. The committee awarded funding of \$100,000 to the project on December 10, 2015. The company will lease an approximately 350,000 square feet facility to establish their business operations at the Dayton International Airport. The project will consist of relocation expenses, purchase of new equipment and employee recruitment and training. The project will create approximately 54 new jobs within three years.

We are requesting that this resolution be passed as an **emergency with one reading at two separate meetings**.

Paperwork to complete this process will be forthcoming. If you have any questions or desire additional information, please call Lila Ivanovska at x3624.

2nd Reading

12.

6163-16

BY.....

NO.....

A RESOLUTION

Authorizing the City Manager to Accept Funding From the Economic Development and Government Equity Program, as Approved by the Board of County Commissioners of Montgomery County, Ohio, in an Amount Not to Exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for the Hohman Plating Project, on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") established the Montgomery County Economic Development/Government Equity Program ("ED/GE") to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, Evidence of such cooperation has been demonstrated by the approval and formal execution of an agreement with the Board by each participating jurisdiction in Montgomery County; and,

WHEREAS, By Resolution No. 15-1702, passed by the Board of County Commissioners on December 10, 2015, the City of Dayton was awarded an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in ED/GE funding for the Hohman Plating project identified in the City's ED/GE Fall 2015 funding cycle application; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the projects for which ED/GE funding has been awarded, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept the funding awarded by the Board of County Commissioners of Montgomery County, Ohio under the Montgomery County Economic Development/Government Equity Program ("ED/GE") for the following project(s) and in the following amount:

APPROVED PROJECTS/FUNDING FROM FALL 2015 FUND

Hohman Plating, Inc. Project \$25,000.00

Section 2. That 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, 2016

SIGNED BY THE MAYOR, 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

2015-2016
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the THE CITY OF DAYTON, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, in October of 1989, O.R.C. Section 307.07 became effective, and granted the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situate within the boundaries of Montgomery County, Ohio, known as the HOHMAN PLATING Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on December 10, 2015, by Resolution #15-1702, the Board awarded the THE CITY OF DAYTON an amount not to exceed \$25,000, or 0.8% of total project cost, from the 2015 Primary Economic Development Fund, to provide funding support for the HOHMAN PLATING Project.

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

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of Twenty-Five Thousand Dollars (\$25,000) or eight tenths of a percent (0.8%) of total project cost, whichever is less, of the Board's 2015 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment.

The Board will, within thirty (30) calendar days of the receipt of such a statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its

representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

15. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 20__.

Signed and acknowledged
in the presence of:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

Witness

By: _____

Witness

By: _____

Witness

By: _____

OR

Witness

By: _____
Joseph P. Tuss
County Administrator

AND

Witness

By: _____
Erik S. Collins, Director
Community & Economic Development

AND

Witness

Name of Jurisdiction

Address

City State Zip

By: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS
[Signature]
CITY ATTORNEY
[Signature]

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
BY: _____
Assistant Prosecuting Attorney
DATE: _____

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT A
Work Program

Jurisdiction: THE CITY OF DAYTON

Project: HOHMAN PLATING

The project will include the assist the business with upgrades to the manufacturing area that will allow the business to add new machinery/equipment. In addition to site improvements, the business will be installing new furniture/fixtures and manufacturing equipment.

<u>TASK</u>	<u>BEGINNING DATE</u>	<u>COMPLETION DATE</u>
Building Construction	March 2016	August 2016
Equipment Installation	August 2016	December 2016

EXHIBIT B
Budget

Jurisdiction: **THE CITY OF DAYTON**

Project: **HOHMAN PLATING**

SOURCES	
Private Equity	2,900,000
ED/GE	25,000
Local Government	25,000
TOTAL	2,950,000

USES	
Site development*	1,100,000
Equipment	1,500,000
Fixtures	350,000
TOTAL	2,950,000

*denotes ED/GE expense

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only \$25,000, or 0.8% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.



MEMORANDUM

January 5, 2016

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

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

SUBJECT: ED/GE Fall 2015 Award – Hohman Plating

This memorandum will accompany and explain the attached legislation for consideration by the Dayton City Commission. On October 30, 2015, the Department of Economic Development made application to the Montgomery County ED/GE Fall 2015 program for funding of the Hohman Plating Project. The committee awarded funding of \$25,000 to the project on December 10, 2015. The legislation will authorize the City to accept the funding.

Hohman Plating will invest \$2,950,000 to renovate their existing facility and add new plating equipment in order to expand their capacity for growth. As a result, the company will retain one hundred forty-six (146) full-time positions and add nine (9) new full-time positions within three years.

We are requesting that this resolution be passed as an **emergency with one reading at two separate meetings**. The Development Agreement with the company will be presented to the City Commission for approval at a later date, once the ED/GE funds are in place.

Thank you for your attention to this matter. If you have any questions or desire additional information, please call Keith Klein of my staff at x3812.

FW/kek

C: Keith Klein

1st Reading

13.

By.....

No. 31469-16

AN ORDINANCE

Consenting to the Improvement of Germantown Street within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio, Department of Transportation ("ODOT") has identified the need for a pavement microsurfacing on Germantown Street in the City of Dayton, identified by ODOT as MOT MICRO SFY2017; and,

WHEREAS, The City of Dayton intends to cooperate with the State of Ohio Director of Transportation in the planning, design and construction of said improvement; now, therefore,

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

Section 1. That the Commission hereby gives consent to the Director of Transportation to perform pavement microsurfacing on Germantown Street, said project being in the public interest and identified by ODOT as MOT MICRO SFY2017 ("Project").

Section 2. That the City shall cooperate with the Director of Transportation in the Project as follows:

- A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
- B. In addition, the City also agrees to assume and bear 100% of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. That the City Manager is hereby authorized on behalf of the City to enter into contracts with the Director of Transportation to complete the Project.

Passed by the Commission....., 2016

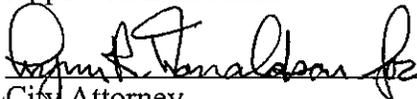
Signed by the Mayor....., 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney



MEMORANDUM

January 5, 2016

TO: Shelley Dickstein
Interim City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works *SF*

SUBJECT: Germantown Street Microsurfacing
MOT MICRO FY2017, PID No. 101062
Preliminary Legislation

Attached is legislation between the City of Dayton and the Ohio Department of Transportation for a project that allows ODOT to microsurface Germantown Street from Dayton Liberty Road to the West Corporation Limit. The project is funded from ODOT funds and will be performed through ODOT's District 7 Office. Work is expected to begin in the spring of 2017.

Please present the attached Ordinance to the City Commission at its January 20, 2016 meeting. The Department of Law has reviewed and approved the Ordinance as to form, and a copy of ODOT's request for consent legislation is attached.

If you have any questions, please contact me at 3839.

SJF/kgs

Attachments

Cc: Mr. Earley
Mr. Parlette



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 7 • 1001 ST. MARYS AVENUE • SIDNEY, OHIO 45365-0969 • (937) 492-1141
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • RANDY CHEVALLEY, P.E., P.S., DISTRICT DEPUTY DIRECTOR

<http://www.dot.state.oh.us/dist7>

August 18, 2015

Stephen Finke
Assistant Director of Operations – Public Works Department
City of Dayton
101 West Third Street
P.O. Box 22
Dayton, OH 45401-0022

**RE: MOT MICRO FY2017, # 101062
Preliminary Legislation – Consent**

Dear Mr. Finke:

The Ohio Department of Transportation is proposing to microsurface various routes in Montgomery County to include State Route 4 Straight Line Mile 4.30 to 11.88 more or less, with a portion within the City of Dayton, Montgomery County, Ohio. This project is currently scheduled for Bid Letting in State Fiscal Year 2017.

In completing these forms, please be sure to indicate the Resolution/Ordinance Number in the upper right-hand corner of Page 1. You will note in the Certificate of Copy, Page 3, the designated Contractual Officer's signature must appear in the space provided, as well as on the space in Section VI, Page 2, for "Officer of City". Both should be attested to by a Councilman or the Clerk. If the City has no President of Council, please write the word "SAME" in quotes in that space indicating the Mayor acts as President of Council.

Also, on Page 3 in the "Certificate of Copy", please be sure to complete the Ordinance/Resolution Record Number and Page Number. If the Clerk has a seal, it should be affixed to the "Certificate of Copy". **If there is no seal**, a letter stating that the City does not have a seal must accompany the executed legislation.

Please note we are asking for no financial participation from the City.

When the legislation has been properly executed and all **inked original** signatures affixed, please return **all three (3) originals** to the Sidney address shown above, Attention: Robin Castle, **no later than January 18, 2016**. Once all copies have been signed by the Director of the Ohio Department of Transportation, one original form will be returned to the City.

Should you have any questions, please feel free to contact Robin Castle at (937) 497-6888. Your cooperation in this matter is greatly appreciated.

Respectfully,

A handwritten signature in black ink that reads "Gary M. Parrill, P.E." with the initials "RW" written below it.

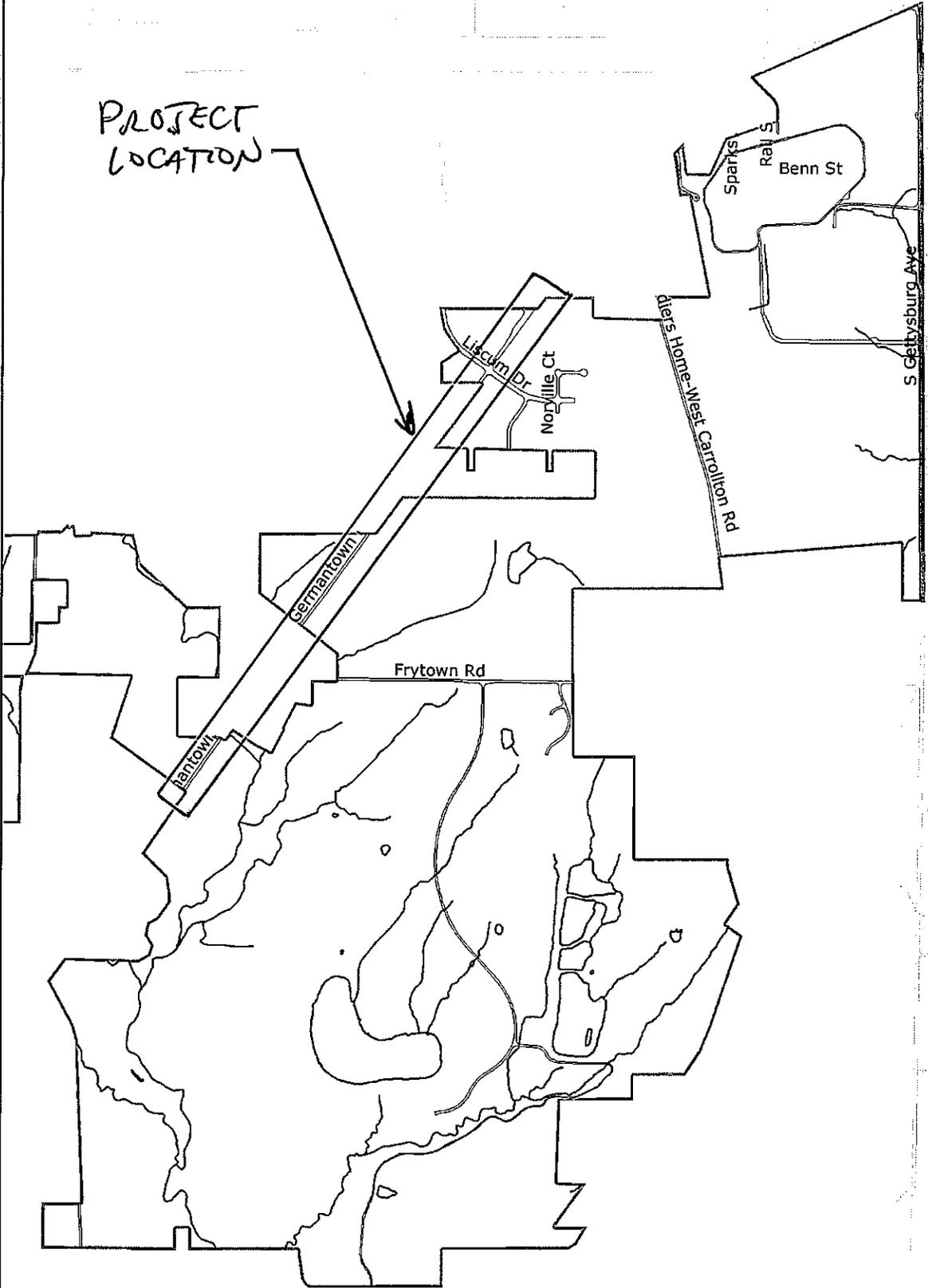
Gary M. Parrill, P.E.
Transportation Planning and Engineering Administrator

GMP: rac
Enclosures (3)

c: file w/att.

**Germantown Meadows
Neighborhood**

PROJECT
LOCATION



1st Reading
NO 6/64-16

14.

BY

A RESOLUTION

Declaring the Intention of the Commission to
Vacate the Alley South of Stout Street from
Catherine Street to South Patterson Boulevard

WHEREAS, The vacation of the alley south of Stout Street from Catherine Street to South Patterson Boulevard as described herein will enable the abutting property owner to develop this property; and

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the Commission hereby declares its intention to vacate the alley south of Stout Street from Catherine Street to South Patterson Boulevard being more particularly bounded and described in as follows:

Being all of the 10 foot alley south of Stout Street from the 49.5 foot Catherine Street to South Patterson Boulevard

The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The alley mouths at Catherine Street and South Patterson Boulevard shall be removed and replaced with curb and walk. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. DP&L shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.
- D. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities.

With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission, 2016

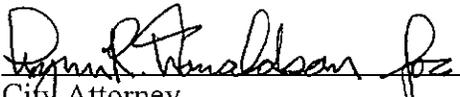
Signed by the Mayor, 2016

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:


City Attorney



MEMORANDUM

January 6, 2016

TO: Shelley Dickstein
Interim City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works *SF*

SUBJECT: The Vacation of the Alley South of Stout Street from Catherine Street
to South Patterson Boulevard

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a letter from the City Plan Board recommending the vacation, and the original petition. Please present the resolution to the City Commission for their action.

Petition No. 21109 requesting the vacation was received from Dent Logistics LLC on December 22, 2015. The vacation will enable the abutting property owner to develop this property.

If you have any additional questions, please contact me at 3839.

JRW

Attachments

cc: Mr. Earley
Mr. Parlette
Department of Planning
Department of Law
Clerk of Commission
Secretary / Board of Revision of Assessments

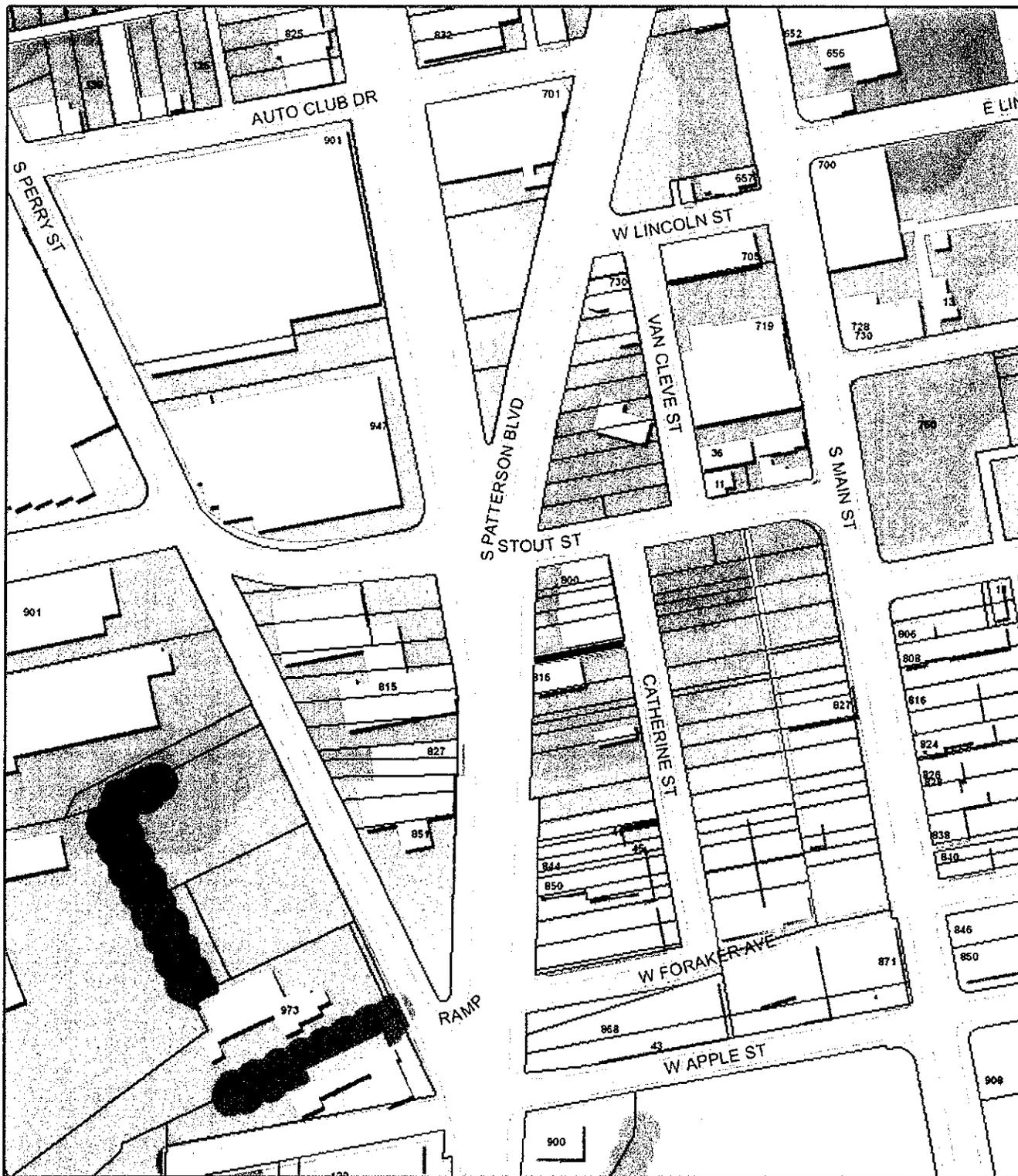
CHECK OF PETITION

**The Alley South of Stout Street from Catherine Street to South Patterson
Boulevard**

Checked 12/30/15 by Joseph Weinel

Total Frontage	154.00	lin. ft.
Frontage signed	154.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Dent Logistics LLC	1756	126.00	17-11-43
	1757	128.00	17-11-44



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.

Map Scale
1 inch = 200 feet
1/6/2016



City of Dayton City Plan Board

Decision Memorandum

November 13, 2015

Mr. Eric Soller
1100 Oakwood Avenue
Oakwood, OH 45419

Re: V-007-2015 – Public Way Vacation – The First Alley South of Stout Street from Catherine Street to South Patterson Boulevard

Meeting Date: November 10, 2015

Decision: Established Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445 (B) and therefore established the following conditions:

1. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.
2. DP&L shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from DP&L, these facilities may be relocated or abandoned at the expense of the applicant.
3. The area shall be marked in a manner acceptable to the City Engineer to indicate that it is not public right-of-way.
4. The alley mouths at Catherine Street and South Patterson Boulevard shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the date the vacation receives final approval and to City of Dayton standards.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

Please contact Tony Kroeger at 937-333-3673 or tony.kroeger@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

V-007-2015

