CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **FEBRUARY 17, 2016**

6:00 P.M.

I. AGENDA SCHEDULE

<u>Please register to speak</u> 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: **CityWide Development Corporation, Economic Development and Planning & Community Development Update – 4:30 p.m. (F. Weber, S. Budd and A. Sorrell)**
    City Manager's Large Conference Room
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:**

<u>AVIATION</u>

A1. Grainger, Inc. (hardware, tools and related supplies as needed through 12-31-16) **$15,000.00**
(and for the period of 01-01-17 through 12-31-19) 45,000.00

1. **(Cont'd):**

A2. Trigen Technologies, Inc. dba Ebsbon (temporary employment services as needed through 12-31-16) **$85,000.00**
(and for the period of 01-01-17 through 12-31-18) 170,000.00

CENTRAL SERVICES

B1. Dude Solutions, Inc. dba FacilityDude.com (professional services to perform facilities condition assessment of approximately 1,000,000 square feet of City owned facilities) **125,000.00**

B2. United States Postal Service (postage and post office box fees as needed through 12-31-16) **60,000.00**
(and for the period of 01-01-17 through 12-31-19) 180,000.00

CIVIL SERVICE

C1. Crown Personnel Services, Inc. (temporary employment services as needed through 12-31-16) **22,000.00**
(and for the period of 01-01-17 through 12-31-18) 64,000.00

FINANCE

D1. Crown Personnel Services, Inc. (temporary employment services as needed through 12-31-16) – P1600656 **100,000.00**
(and for the period of 01-01-17 through 12-31-18) 200,000.00

D2. Crown Personnel Services, Inc. (temporary employment services as needed through 12-31-16) – P1600665 **115,000.00**
(and for the period of 01-01-17 through 12-31-18) 230,000.00

D3. Robert Half International (temporary staffing services as needed through 12-31-16) **142,400.00**

FIRE

E1. Finley Fire Equipment Company, Inc. (one Darley brand transfer case kit) **11,822.15**

HUMAN RELATIONS COUNCIL

F1. Crown Personnel Services, Inc. (temporary employment services as needed through 12-31-16) **107,700.00**
(and for the period of 01-01-17 through 12-31-18) 216,000.00

HUMAN RESOURCES

G1. Crown Personnel Services, Inc. (temporary employment services as needed through 12-31-16) **45,000.00**
(and for the period of 01-01-17 through 12-31-18) 90,000.00

G2. Graceland College Center for Professional Development dba Skillpath Seminars (professional training services as needed through 02-28-18) **83,000.00**

1. **(Cont'd):**

PLANNING AND COMMUNITY DEVELOPMENT

H1. Robert Half International (temporary staffing services as needed through 12-31-16) **$25,000.00**

H2. Crown Personnel Service, Inc. (temporary employment services as needed through 12-31-16) **57,000.00**

(and for the period of 01-01-17 through 12-31-18) 134,000.00

PUBLIC WORKS

I1. Crown Personnel Services, Inc. (temporary services as needed through 12-31-16) – P1600671 **406,000.00**

(and for the period of 01-01-17 through 12-31-18) 820,000.00

I2. Crown Personnel Services, Inc. (temporary seasonal employment services as needed through 12-31-16) – P1600673 **129,500.00**

(and for the period of 01-01-17 through 12-31-18) 260,000.00

RECREATION & YOUTH SERVICES

J1. Crown Personnel Services, Inc. (temporary employment services as needed through 12-31-16) – P1600659 **166,000.00**

(and for the period of 01-01-17 through 12-31-18) 332,000.00

J2. Crown Personnel Services, Inc. (temporary seasonal employment services as needed through 12-31-16) – P1600660 **16,000.00**

(and for the period of 01-01-17 through 12-31-18) 32,000.00

J3. Crown Personnel Services, Inc. (temporary services as needed through 12-31-16) – P1600672 **101,400.00**

(and for the period of 01-01-17 through 12-31-18) 200,000.00

J4. Farnham Equipment Company (Telescopic seating bleacher repair services) **201,450.00**

J5. USI Midwest LLC (Commercial general liability insurance covering the Dayton Convention Center and Airport Expo Center operations) **22,557.00**

(and for the period of 01-01-17 through 12-31-18) 46,000.00

J6. Crown Personnel Services, Inc. (temporary services as needed through 12-31-16) – P1600661 **338,000.00**

(and for the period of 01-01-17 through 12-31-18) 676,000.00

WATER

K1. Crown Personnel Services, Inc. (temporary staffing services as needed through 12-31-16) – P1600667 **30,000.00**

(and for the period of 01-01-17 through 12-31-18) 72,000.00

K2. NCH Corporation dba Certified Laboratories (water treatment chemicals as needed through 12-31-16) **30,000.00**

(and for the period of 01-01-17 through 12-31-19) 90,000.00

K3. Trigen Technologies, Inc. dba Ebsbon (temporary services as needed through 12-31-16) – P1600663 **93,000.00**

(and for the period of 01-01-17 through 12-31-18) 186,000.00

1. **(Cont'd):**

K4. Crown Personnel Services, Inc. (temporary services as needed through 12-31-16) – P1600654 **$35,000.00**
(and for the period of 01-01-17 through 12-31-18) 70,000.00
K5. Barrett Paving Materials, Inc. (sand, gravel, crushed stone and related materials as needed through 12-31-16) **40,000.00**
K6. K E Rose Company (one heavy-duty custom enclosed utility body with accessories, installed) **99,958.00**
(and for the period of 03-01-16 through 12-31-16) 15,000.00
K7. Phillips Companies (Ready mixed and rapid set concrete and related materials as needed through 12-31-16) **10,000.00**
(and for the period of 01-01-17 through 12-31-18) 40,000.00
K8. Stoops Freightliner (truck chassis) **82,537.00**
K9. Trigen Technologies, Inc. dba Ebsbon (temporary employment services as needed through 12-31-16) – P1600668 **65,000.00**
(and for the period of 01-01-17 through 12-31-18) 130,000.00
-Depts. of Aviation, Central Services, Civil Service, Finance, Fire, Human Relations Council, Human Resources, Planning & Community Development, Public Works, Recreation & Youth Services, and Water.

Total: $7,158,324.15

2. **Southwestern Ohio Council for Higher Education – Payment of Voucher –** for intern positions for various City departments – The City Manager's Office.
$7,357.52

3. **Tetra Tech, Inc. – Contract –** for Master Professional Supervisory Control and Data Acquisition – SCADA - services – Dept. of Water/Water Engineering.
$1,075,000.00
(Thru 12/2018)

4. **Palisades Arcadia Baseball, LLC – Agreement –** for Marketing Sponsorship of the Dayton Dragons' 2016 season – Dept. of Water/Water Administration.
$25,000.00
(Thru 12/2016)

5. **Portfolio Services for Government – Contract –** for services related to the development of Bond Counsel and Underwriter Requests for Proposal – Dept. of Finance/Tax Accounting Administration. **$14,000.00**
(Thru 2016)

B. Construction Contracts/Estimates of Cost:

6. **Double Jay Construction, Inc. – Contract –** for the Broadway Street Bikeway (Open Market) (Federal CMAQ Funds) – Dept. of Public Works/Civil Engineering. **$332,848.35**

C. Revenue to the City

7. **PSA Airlines, Inc. – Lease Agreement** – for Maintenance Facility and Hangar Lease – Dept. of Aviation. **$45,000/5 yrs.; $188,260/20 yrs. $2,790,000/5 yrs.; $12,205,180/20 yrs. (Revenue to the City)**

8. **PSA Airlines, Inc. – Lease Agreement** – for an Office Building, Training Facility, and Dispatch Building Addition – Dept. of Aviation. **$120,000/5 yrs.; $497,330/20 yrs. $356,060/5 yrs.; $1,495,345/20 yrs. (Revenue to the City)**

9. **Public Health – Dayton and Montgomery County – Contract** – for the Dayton Area Regional Medical Response System – Dept. of Fire. **$55,000.00 (Paid to the City)**

IV. LEGISLATION:

Ordinances – First Reading:

10. **No. 31473-16** Appropriating Funds for the Year 2016 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

11. **No. 31474-16** Consenting to the Improvement of State Route 4 within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

Resolutions – First Reading:

12. **No. 6166-16** Authorizing the City Manager to Accept a Grant Award from the Greater Dayton Regional Transit Authority in the Amount Not to Exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) on Behalf of the City of Dayton.

13. **No. 6167-16** Authorizing the City Manager to Accept a Grant Award from the Greater Dayton Regional Transit Authority in the Amount Not to Exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) on Behalf of the City of Dayton.

14. **No. 6168-16** Authorizing the City Manager to Accept a Grant Award from the Greater Dayton Regional Transit Authority in the Amount Not to Exceed Twenty-Four Thousand Dollars and Zero Cents ($24,000.00) on Behalf of the City of Dayton.

VI. MISCELLANEOUS:

ORDINANCE NO. 31475-16

RESOLUTION NO. 6169-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 918-16

MR160217

CITY OF DAYTON
CITY MANAGER'S REPORT

Date February 17, 2016

TO: City Manager

FROM: Central Services / Purchasing
Department/Division

(CHECK ONE)

Amount $ 7,158,324.15

☑ 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:

AVIATION

(A1) P1600637 – GRAINGER, INC., HARRISON TOWNSHIP, OH

- Hardware, tools and related supplies, as needed through 12/31/2016.
- These maintenance, repair and operational (MRO) supplies are required to maintain Airport facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16002K, with pricing through 12/31/2019.
- The Department of Aviation recommends approval of this order.
- Initial encumbrance authority: $15,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $15,000.00
  - 1/1/18 – 12/31/18 $15,000.00
  - 1/1/19 – 12/31/19 $15,000.00

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

FORM NO. MS-16

BACK

AVIATION (CONTINUED)

(A2) P1600670 – TRIGEN TECHNOLOGIES, INC. dba EBSBON, CLOVIS, CA

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide grounds maintenance staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- The Department of Aviation recommends acceptance of the low bid.
- Initial encumbrance authority: $85,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $85,000.00
  - 1/1/18 – 12/31/18 $85,000.00

CENTRAL SERVICES – FACILITIES MANAGEMENT

(B1) P1600646 – DUDE SOLUTIONS, INC. dba FACILITYDUDE.COM, CARY, NC

- Professional services to perform facilities condition assessment of approximately 1,000,000 square feet of City owned facilities.
- These services are required to determine and document conditions of several City owned facilities.
- The Department of Central Services recommends acceptance of the low proposal.
- Authority: $125,000.00

(B2) P1600626 – UNITED STATES POSTAL SERVICE, DAYTON, OH

- Postage and post office box fees, as needed through 12/31/2016.
- These fees are required to replenish postal supplies and maintain the City's post office box.
- United States Postal Services is recommended as the sole source, therefore this purchase was negotiated.
- The United States Postal Service qualifies as a Dayton local entity.
- The Department of Central Services recommends approval of this order.
- Initial encumbrance authority: $60,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $60,000.00
  - 1/1/18 – 12/31/18 $60,000.00
  - 1/1/19 – 12/31/19 $60,000.00

CIVIL SERVICE

(C1) P1600655 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The Civil Service Board recommends acceptance of the low bid.
- Initial encumbrance authority: $22,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $32,000.00
  - 1/1/18 – 12/31/18 $32,000.00

FINANCE

(D1) P1600656 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide collections staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Finance recommends acceptance of the low bid.
- Initial encumbrance authority: $100,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $100,000.00
  - 1/1/18 – 12/31/18 $100,000.00

(D2) P1600665 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide call center staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Finance recommends acceptance of the low bid.
- Initial encumbrance authority: $115,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $115,000.00
  - 1/1/18 – 12/31/18 $115,000.00

FINANCE (CONTINUED)

(D3) P1600677 – ROBERT HALF INTERNATIONAL, DAYTON, OH

- Temporary staffing services, as needed through 12/31/2016.
- These services are required to facilitate preparation of the City's Comprehensive Annual Financial Report (CAFR), account reconciliations and related financial operations.
- Rates are negotiated to remain at the 2015 pricing.
- Robert Half International qualifies as a Dayton local entity.
- The Department of Finance recommends approval of this order to ensure quality and continuity opperations.
- Authority: $142,400.00

FIRE

(E1) P1600632 – FINLEY FIRE EQUIPMENT COMPANY, INC., McCONNELSVILLE, OH

- One (1) Darley brand transfer case kit.
- These goods are required to perform in accordance with the City's agreements to service fire apparatus for other jurisdictions.
- Three possible bidders were solicited and two bids were received.
- Pursuant to Section 86 of the City of Dayton Charter, the Department of Fire has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- The Department of Fire recommends acceptance of the low bid.
- Authority: $11,822.15

HUMAN RELATIONS COUNCIL

(F1) P1600657 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Human Relations Council recommends acceptance of the low bid.
- Initial encumbrance authority: $107,700.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $108,000.00
  - 1/1/18 – 12/31/18 $108,000.00

HUMAN RESOURCES

(G1) P1600669 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Human Resources recommends acceptance of the low bid.
- Initial encumbrance authority: $45,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $45,000.00
  - 1/1/18 – 12/31/18 $45,000.00

(G2) P1600650 – GRACELAND COLLEGE CENTER FOR PROFESSIONAL DEVELOPMENT dba SKILLPATH SEMINARS, MISSION, KS

- Professional training services, as needed through 2/28/2018.
- These services are required to enhance employee development through a multitude of online training content and instructor led courses, known as Star 12, over the next two years.
- Graceland College Center for Professional Development dba SkillPath Seminars is recommended based on past proven performance, unique and proprietary programming, therefore this purchase was negotiated.
- The Department of Human Resources recommends approval of this order.
- Authority: $83,000.00

PLANNING AND COMMUNITY DEVELOPMENT

(H1) P1600678 – ROBERT HALF INTERNATIONAL, DAYTON, OH

- Temporary staffing services, as needed through 12/31/2016.
- These services are required to augment staff, as needed, to maintain daily operations.
- Rates are negotiated to remain at the 2015 pricing.
- Robert Half International qualifies as a Dayton local entity.
- The Department of Planning and Community Development recommends approval of this order to ensure quality and continuity of operations.
- Authority: $25,000.00

PLANNING AND COMMUNITY DEVELOPMENT – HOUSING INSPECTION

(H2) P1600664 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Planning and Community Development recommends acceptance of the low bid.
- Initial encumbrance authority: $57,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $67,000.00
  - 1/1/18 – 12/31/18 $67,000.00

PUBLIC WORKS – STREET MAINTENANCE

(I1) P1600671 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary services, as needed through 12/31/2016.
- These services are required to provide seasonal staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends acceptance of the low bid.
- Initial encumbrance authority: $406,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $410,000.00
  - 1/1/18 – 12/31/18 $410,000.00

PUBLIC WORKS – WASTE COLLECTION

(I2) P1600673 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary seasonal employment services, as needed through 12/31/2016.
- These services are required to provide seasonal staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends acceptance of the low bid.
- Initial encumbrance authority: $129,500.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $130,000.00
  - 1/1/18 – 12/31/18 $130,000.00

RECREATION AND YOUTH SERVICES

(J1) P1600659 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide staffing for seasonal service demands.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Recreation and Youth Services recommends acceptance of the low bid.
- Initial encumbrance authority: $166,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $166,000.00
  - 1/1/18 – 12/31/18 $166,000.00

(J2) P1600660 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary seasonal employment services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Recreation and Youth Services recommends acceptance of the low bid.
- Initial encumbrance authority: $16,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $16,000.00
  - 1/1/18 – 12/31/18 $16,000.00

RECREATION AND YOUTH SERVICES – CONVENTION CENTER

(J3) P1600672 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Recreation and Youth Services recommends acceptance of the low bid.
- Initial encumbrance authority: $101,400.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $100,000.00
  - 1/1/18 – 12/31/18 $100,000.00

RECREATION AND YOUTH SERVICES – CONVENTION CENTER (CONTINUED)

(J4) P1600618 – FARNHAM EQUIPMENT COMPANY, GREENVILLE, OH

- Telescopic seating (bleacher) repair services.
- These services are required to ensure safe operating conditions of bleacher seating at the Dayton Convention Center.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Recreation and Youth Services has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- The Department of Recreation and Youth Services recommends approval of this order.
- Authority: $201,450.00

(J5) P1600643 – USI MIDWEST LLC, MIAMISBURG, OH

- Commercial general liability insurance covering the Dayton Convention Center and Airport Expo Center operations.
- This insurance is required to finance risks associated with Convention Center and Expo Center operations not to exceed $1,000,000 per occurrence, $2,000,000 aggregate with $300,000 fire damage and subject to no deductibles. This order also allows for policy riders for Convention Center and Expo Center customers, as needed, which provide an additional revenue source to Dayton Convention Center operations.
- Nine possible bidders were solicited and one bid was received.
- The Department of Recreation and Youth Services recommends acceptance of the sole bid.
- Initial encumbrance authority: $22,557.00
- Authority to cover additional needs in the following periods:
  - 1/1/2017 – 12/31/2017 $23,000.00
  - 1/1/2018 – 12/31/2018 $23,000.00

RECREATION AND YOUTH SERVICES – GOLF

(J6) P1600661 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Recreation and Youth Services recommends acceptance of the low bid.
- Initial encumbrance authority: $338,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $338,000.00
  - 1/1/18 – 12/31/18 $338,000.00

BACK

WATER – ENVIRONMENTAL MANAGEMENT

(K1) P1600667 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary staffing services, as needed through 12/31/2016.
- These services are required to provide administrative staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.
- Initial encumbrance authority: $30,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $36,000.00
  - 1/1/18 – 12/31/18 $36,000.00

WATER – WATER RECLAMATION

(K2) P1600620 – NCH CORPORATION dba CERTIFIED LABORATORIES, FORT WORTH, TX

- Water treatment chemicals, as needed through 12/31/2016.
- These goods are required to maintain boilers at the Water Reclamation Facility.
- Twelve possible bidders were solicited and four bids were received. This order establishes a firm price agreement through 12/31/2019.
- The Department of Water recommends acceptance of the total low bid.
- Initial encumbrance authority: $30,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $30,000.00
  - 1/1/18 – 12/31/18 $30,000.00
  - 1/1/19 – 12/31/19 $30,000.00

(K3) P1600663 – TRIGEN TECHNOLOGIES, INC. dba EBSBON, CLOVIS, CA

- Temporary services, as needed through 12/31/2016.
- These services are required to provide laborer staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- The Department of Water recommends acceptance of the low bid.
- Initial encumbrance authority: $93,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $93,000.00
  - 1/1/18 – 12/31/18 $93,000.00

WATER – WATER SUPPLY & TREATMENT

(K4) P1600654 – CROWN PERSONNEL SERVICES, INC., DAYTON, OH

- Temporary services, as needed through 12/31/2016.
- These services are required to provide laborer staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.
- Initial encumbrance authority: $35,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $35,000.00
  - 1/1/18 – 12/31/18 $35,000.00

WATER – WATER UTILITY FIELD OPERATIONS

(K5) P1600492 – BARRETT PAVING MATERIALS, INC., MIDDLETOWN, OH

- Sand, gravel, crushed stone and related materials, as needed through 12/31/2016.
- These goods are required to improve and repair City streets and alleyways.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16012K, with pricing through 12/31/2018.
- This amendment increases the originally authorized amount of $35,000.00 by $40,000.00 for a total not to exceed $75,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.
- Authority: $40,000.00

(K6) P1600641 – K E ROSE COMPANY, HUBER HEIGHTS, OH

- One (1) heavy-duty custom enclosed utility body with accessories, installed.
- This vehicle upfit is required to maintain daily operations for the Division of Water Utility Field Operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 15072U, with pricing through 12/31/2017.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: $99,958.00
- Authority to cover additional needs in the following period:
  - 3/1/16 – 12/31/16 $15,000.00

WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(K7) P1600522 – PHILLIPS COMPANIES, BEAVERCREEK, OH

- Ready mixed and rapid set concrete and related materials, as needed through 12/31/2016.
- These goods are required to improve and repair City streets and alleyways.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16012K, with pricing through 12/31/2018.
- This amendment increases the originally authorized amount of $10,000.00 by $10,000.00 for a total not to exceed $20,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: $10,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $20,000.00
  - 1/1/18 – 12/31/18 $20,000.00

(K8) P1600642 – STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- Truck chassis.
- This chassis is required for a new crew truck, to replace City unit #1035, which will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 11037D.
- The City has standardized on Freightliner brand truck chassis, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: $82,537.00

(K9) P1600668 – TRIGEN TECHNOLOGIES INC. dba EBSBON, CLOVIS, CA

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide laborer staffing.
- Fifteen possible bidders were solicited and ten bids were received. This order establishes a price agreement through 12/31/2018.
- The Department of Water recommends acceptance of the low bid.
- Initial encumbrance authority: $65,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/17 – 12/31/17 $65,000.00
  - 1/1/18 – 12/31/18 $65,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: TEMPORARY STAFFING
Dept./Div.: VARIOUS
Requisition No.: VARIOUS

IFB No.: 16001K
Bids Opened: 10:00 A.M.: 1/8/2016

No.:	1	2	3	4	5	6	7	8	9	10	11
BIDDER NAME & STREET ADDRESS:	Cirrus Concept Consulting, Inc. 1 Elizabeth PL	CompTech Computer Technologies 10 W Second St. Ste. 300	Crown Personnel Services Inc. P.O. Box 1848	JAG Professional Resources 137 N Main St. Ste. 216	22nd Century Technologies, Inc. 2601 Commons Blvd. Ste. 130	Beta Soft Systems, Inc. 42808 Christy St. Ste. 101	CareersUSA, Inc 6501 Congress Ave, Ste. 200	Trigen Technologies, Inc. dba EBSBON 82 N Helm Ave	Manpower of Dayton, Inc. 3075 Governor's Pl.	Spherion of Lima, Inc. 216 N Elizabeth St.	US Tech Solutions, Inc. 10 Exchange Place, Ste. 1820
CITY:	Dayton	Dayton	Dayton	Dayton	Beavercreek	Fremont	Boca Raton	Clovis	Kettering	Lima	Jersey City
STATE & ZIP:	OH 45417	OH 45402	OH 45401	OH 45402	OH 45324	CA 94538	FL 33481	CA 93612	OH 45409	OH 45801	NJ 07302
Recommended for Award			X					X			
QUALIFIES FOR LOCAL PREFERENCE?	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No
QUALIFIES FOR CERTIFIED PREFERENCE?	Yes	Yes									
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?											
Item # / ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	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

Item #	ITEM DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11
1	Billable Rate for Account Clerk A: Local Preference	$24.17	$23.49	$19.59	$18.02 $17.92	~~$18.33~~	$20.46	~~$16.68~~	$18.75	$19.18	$17.92	$19.58
	Pay Rate to Employee	$14.65	$16.00	$13.99	$14.65	~~$13.88~~	$15.50	~~$12.00~~	$13.99	$14.00	$14.00	$14.50
	Mark-Up	65%	32%	40%	23.0%	~~32%~~	32.00%	~~39%~~	34%	37%	28%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$22.70	$23.49	$17.77	$17.73	~~$17.66~~	$20.46	~~$15.48~~	$18.75	$18.34	$17.78	$19.58
	Mark-Up	55%	32%	27%	21%	~~27%~~	32.00%	~~29%~~	34%	31%	27%	35%
2	Billable Rate for Account Clerk B:	No Bid	$27.89	$19.95	$18.33	$20.58	$21.78	$19.46	$18.75	$20.55	$20.32	$22.28
	Pay Rate to Employee		$19.00	$14.25	$14.90	$15.59	$16.50	$14.00	$13.99	$15.00	$16.00	$16.50
	Mark-Up		32%	40%	23.0%	32%	32.00%	39%	34%	37%	27%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate		$27.89	$18.10	$18.03	$19.80	$21.78	$18.06	$18.75	$19.65	$20.16	$22.28
	Mark-Up		32%	27%	21%	27%	32.00%	29%	34%	31%	26%	35%
3	Billable Rate for Account Clerk III:	$27.85	$35.22	$21.35	$20.76	$23.03	$23.10	$20.85	$21.91	$21.92	$25.20	$24.98
	Pay Rate to Employee	$16.88	$24.00	$15.25	$16.88	$17.45	$17.50	$15.00	$16.35	$16.00	$20.00	$18.50
	Mark-Up	65%	32%	40%	23.0%	32%	32.00%	39%	34%	37%	26%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$26.14	$35.22	$19.37	$20.42	$22.16	$23.10	$19.38	$21.91	$20.96	$25.00	$24.98
	Mark-Up	55%	32%	27%	21%	27%	32.00%	29%	34%	31%	25%	35%
4	Billable Rate for Administrative Clerk I: Local Preference	$24.17	$23.49	$19.59	$18.02 $17.92	~~$16.85~~	$19.14	~~$15.20~~	$18.75	$19.18	$17.92	$20.25
	Pay Rate to Employee	$14.65	$16.00	$13.99	$14.65	~~$12.86~~	$14.50	~~$11.00~~	$13.99	$14.00	$14.00	$15.00
	Mark-Up	65%	32%	40%	23.0%	~~31%~~	32.00%	~~38%~~	34%	37%	28%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$22.70	$23.49	$17.77	$17.73	~~$16.46~~	$19.14	~~$14.19~~	$18.75	$18.34	$17.78	$20.25
	Mark-Up	55%	32%	27%	21%	~~28%~~	32.00%	~~29%~~	34%	31%	27%	35%
5	Billable Rate for Administrative Clerk III:	$27.85	$32.29	$21.35	$20.76	$20.65	$20.46	$20.85	$20.84	$21.92	$20.32	$21.60
	Pay Rate to Employee	$16.88	$22.00	$15.25	$16.88	$15.76	$15.50	$15.00	$15.55	$16.00	$16.00	$16.00
	Mark-Up	65%	32%	40%	23.0%	31%	32.00%	39%	34%	37%	27%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$26.14	$32.29	$19.37	$20.42	$20.02	$20.46	$19.35	$20.84	$20.96	$20.16	$21.60
	Mark-Up	55%	32%	27%	21%	27%	32.00%	29%	34%	31%	26%	35%
6	Billable Rate for Secretary I:	$27.85	$24.96	$19.59	$20.76	$21.57	$21.78	$19.46	$18.75	$20.55	$19.20	$22.28
	Pay Rate to Employee	$16.88	$17.00	$13.99	$16.88	$16.59	$16.50	$14.00	$13.99	$15.00	$15.00	$16.50
	Mark-Up	65%	32%	40%	23.0%	30%	32.00%	39%	34%	37%	28%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$26.14	$17.00	$17.77	$20.42	$21.07	$21.78	$18.06	$18.75	$19.65	$19.05	$22.28

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: TEMPORARY STAFFING
Dept./Div.: VARIOUS
Requisition No.: VARIOUS

IFB No.: 16001K
Bids Opened: 10:00 A.M.; 1/8/2016

No.:	1	2	3	4	5	6	7	8	9	10	11
BIDDER NAME & STREET ADDRESS:	Cirrus Concept Consulting, Inc. 1 Elizabeth PL	CompTech Computer Technologies 10 W Second St. Ste. 300	Crown Personnel Services Inc. P.O. Box 1848	JAG Professional Resources 137 N Main St. Ste. 216	22nd Century Technologies, Inc. 2601 Commons Blvd, Ste. 130	Beta Soft Systems, Inc. 42808 Christy St. Ste. 101	CareersUSA, Inc 6601 Congress Ave, Ste. 200	Trigon Technologies, Inc. dba EBSBON 82 N Helm Ave	Manpower of Dayton, Inc. 3075 Governor's Pl.	Spherion of Lima, Inc. 216 N Elizabeth St.	US Tech Solutions, Inc. 10 Exchange Place, Ste. 1820
CITY:	Dayton	Dayton	Dayton	Dayton	Beavercreek	Fremont	Boca Raton	Clovis	Kettering	Lima	Jersey City
STATE & ZIP:	OH 45417	OH 45402	OH 45401	OH 45402	OH 45324	CA 94538	FL 33481	CA 93612	OH 45409	OH 45801	NJ 07302
Recommended for Award			X					X			
QUALIFIES FOR LOCAL PREFERENCE?	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No
QUALIFIES FOR CERTIFIED PREFERENCE?	Yes	Yes									
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?											
Item # / ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
Mark-Up	55%	32%	27%	21%	27%	32.00%	29%	34%	31%	27%	35%
7 Billable Rate for Executive Secretary:	$28.76	$39.62	$22.40	$21.44	$25.26	$23.10	$23.63	$19.79	$23.29	$27.72	$24.30
Pay Rate to Employee	$17.43	$27.00	$16.00	$17.43	$18.65	$17.50	$17.00	$14.99	$17.00	$22.00	$18.00
Mark-Up	65%	32%	40%	23.0%	34%	32.00%	39%	32%	37%	26%	35%
Individual Referred by the City - Same Pay Rate Billable Rate	$27.02	$39.62	$20.32	$21.09	$24.13	$23.10	$21.93	$19.79	$22.27	$27.50	$18.90
Mark-Up	55%	32%	27%	21%	28%	32.00%	29%	32%	31%	25%	35%
8 Representative:	$25.77	$24.59	$19.59	$19.21	$19.44	$22.44	~~$13.60~~	$18.47	$19.18	$17.92	$18.90
Pay Rate to Employee	$15.62	$16.75	$13.99	$15.62	$14.51	$17.00	~~$10.00~~	$13.99	$14.00	$14.00	$14.00
Mark-Up	65%	32%	40%	23.0%	34%	32.00%	~~39%~~	32%	37%	28%	35%
Individual Referred by the City - Same Pay Rate Billable Rate	$24.21	$24.59	$17.77	$18.90	$18.57	$22.44	~~$12.90~~	$18.47	$18.34	$17.78	$18.90
Mark-Up	55%	32%	27%	21%	28%	32.00%	~~29%~~	32%	31%	27%	35%
9 Billable Rate for Budget Systems Technician:	$28.76	$54.28	$23.10	$21.44	$27.89	$25.08	$33.36	$18.47	$23.29	$27.72	$29.70
Pay Rate to Employee	$17.43	$37.00	$16.50	$17.43	$21.29	$19.00	$24.00	$13.99	$17.00	$22.00	$22.00
Mark-Up	65%	32%	40%	23.0%	31%	32.00%	39%	32%	37%	26%	35%
Individual Referred by the City - Same Pay Rate Billable Rate	$27.02	$54.28	$20.96	$21.09	$27.04	$25.08	$30.96	$18.47	$22.27	$27.50	$29.70
Mark-Up	55%	32%	40%	21%	27%	32.00%	29%	32%	31%	25%	35%
10 Billable Rate for Finance Technician I:	$27.41	$23.49	$19.59	$17.22	$27.24	$25.74	$20.85	$21.37	$22.61	$19.20	$25.65
Pay Rate to Employee	$16.61	$16.00	$13.99	$14.00	$20.64	$19.50	$15.00	$15.95	$16.50	$15.00	$19.00
Mark-Up	65%	32%	40%	23.0%	32%	32.00%	29%	34%	37%	28%	35%
Individual Referred by the City - Same Pay Rate Billable Rate	$25.75	$23.49	$17.77	$16.94	$26.63	$25.74	$19.35	$21.37	$21.62	$19.05	$25.65
Mark-Up	55%	32%	27%	21%	30%	32.00%	29%	34%	31%	27%	35%
11 Billable Rate for Finance Technician II:	$29.06	$30.83	$22.40	$21.66	$34.95	$27.06	$23.63	$25.32	$24.66	$22.68	$29.70
Pay Rate to Employee	$17.61	$21.00	$16.00	$17.61	$26.48	$20.50	$17.00	$17.55	$18.00	$18.00	$22.00
Mark-Up	65%	32%	40%	23.0%	32%	32.00%	39%	34%	37%	26%	35%
Individual Referred by the City - Same Pay Rate Billable Rate	$27.30	$30.83	$20.32	$21.30	$34.42	$27.06	$21.93	$25.32	$23.58	$22.50	$29.70
Mark-Up	55%	32%	27%	21%	30%	32.00%	29%	34%	31%	25%	35%
12 Billable Rate for Financial Analyst I:	$28.76	$33.76	$21.35	$21.44	$31.68	$31.68	$27.80	$24.09	$24.66	$26.75	$33.75
Pay Rate to Employee	$17.43	$23.00	$15.25	$17.43	$24.00	$24.00	$20.00	$18.25	$18.00	$23.00	$25.00
Mark-Up	65%	32%	40%	23.0%	32%	32.00%	39%	32%	37%	25%	35%
Individual Referred by the City - Same Pay Rate Billable Rate	$27.02	$33.76	$19.37	$21.09	$31.20	$31.68	$25.80	$24.09	$23.58	$28.52	$33.75
Mark-Up	55%	32%	27%	21%	30%	32.00%	29%	32%	31%	24%	25%
13 Billable Rate for Financial Analyst III:	$33.73	$41.09	$25.20	$25.14	$34.84	$33.00	$34.75	$27.56	$27.40	$31.25	$49.95
Pay Rate to Employee	$20.44	$28.00	$18.00	$20.44	$26.00	$25.00	$25.00	$21.20	$20.00	$25.00	$37.00
Mark-Up	65%	32%	40%	23.0%	34%	32.00%	39%	30%	37%	25%	35%

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: TEMPORARY STAFFING
Dept./Div.: VARIOUS
Requisition No.: VARIOUS

IFB No.: 16001K
Bids Opened: 10:00 A.M.: 1/8/2016

	No.:	1	2	3	4	5	6	7	8	9	10	11
	BIDDER NAME & STREET ADDRESS:	Cirrus Concept Consulting, Inc.	CompTech Computer Technologies	Crown Personnel Services Inc.	JAG Professional Resources	22nd Century Technologies, Inc.	Beta Soft Systems, Inc.	CareersUSA, Inc	Trigen Technologies, Inc. dba EBSBON	Manpower of Dayton, Inc.	Spherion of Lima, Inc.	US Tech Solutions, Inc.
		1 Elizabeth PL	10 W Second St. Ste. 300	P.O. Box 1848	137 N Main St. Ste. 216	2601 Commons Blvd, Ste. 130	42808 Christy St. Ste. 101	6501 Congress Ave, Ste. 200	82 N Helm Ave	3075 Governor's Pl.	216 N Elizabeth St.	10 Exchange Place, Ste. 1820
	CITY:	Dayton	Dayton	Dayton	Dayton	Beavercreek	Fremont	Boca Raton	Clovis	Kettering	Lima	Jersey City
	STATE & ZIP:	OH 45417	OH 45402	OH 45401	OH 45402	OH 45324	CA 94538	FL 33481	CA 93612	OH 45409	OH 45801	NJ 07302
	Recommended for Award			X					X			
	QUALIFIES FOR LOCAL PREFERENCE?	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No
	QUALIFIES FOR CERTIFIED PREFERENCE?	Yes	Yes									
	LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?											
Item #	ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Individual Referred by the City - Same Pay Rate Billable Rate	$31.63	$41.09	$22.86	$24.73	$33.28	$33.00	$32.25	$27.56	$26.20	$31.00	$49.95
	Mark-Up	55%	32%	27%	21%	28%	32.00%	29%	30%	31%	24%	35%
14	Billable Rate for Computer Data Entry Technician I:	$25.77	$23.49	$19.59	$19.21	~~$14.76~~	$23.10	~~$13.00~~	$18.47	$19.18	$17.92	$18.90
	Pay Rate to Employee	$15.62	$16.00	$13.99	$15.62	~~$11.01~~	$17.50	~~$10.00~~	$13.99	$14.00	$14.00	$14.00
	Mark-Up	65%	32%	40%	23.0%	~~34%~~	32.00%	~~39%~~	32%	37%	28%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$24.21	$23.49	$17.77	$18.90	~~$14.09~~	$23.10	~~$12.80~~	$18.47	$18.34	$17.78	$18.90
	Mark-Up	55%	32%	27%	21%	~~28%~~	32.00%	~~29%~~	32%	31%	27%	35%
15	Billable Rate for Computer Data Entry Technician II:	$26.71	$30.83	$20.30	$19.91	~~$16.72~~	$24.42	~~$16.68~~	$19.79	$20.55	$20.35	$20.93
	Pay Rate to Employee	$16.19	$21.00	$14.50	$16.19	~~$11.73~~	$18.50	~~$12.00~~	$14.99	$15.00	$16.00	$15.50
	Mark-Up	65%	32%	40%	23.0%	~~34%~~	32.00%	~~39%~~	32%	37%	27%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$25.09	$30.83	$18.42	$19.59	~~$16.01~~	$24.42	~~$16.48~~	$19.79	$19.65	$20.16	$20.93
	Mark-Up	55%	32%	27%	21%	~~28%~~	32.00%	~~29%~~	32%	31%	26%	35%
16	Billable Rate for Public Accountant (PA):	$47.14	$64.54	$28.00	$35.14	$33.30	$38.02	$33.36	$28.31	$33.88		$45.90
	Pay Rate to Employee	$28.57	$44.00	$20.00	$28.57	$25.42	$28.80	$24.00	$21.45	$24.20	N/A	$34.00
	Mark-Up	65%	32%	40%	23.0%	31%	32.00%	39%	32%	40%		35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$44.23	$64.54	$25.40	$34.57	$32.28	$38.02	$30.96	$28.31	$31.70		$45.90
	Mark-Up	55%	32%	27%	21%	27%	32.00%	29%	32%	31%		35%
17	(CPA):	$49.02	$77.74	$42.00	$36.54	$47.47	$42.90	$36.14	$35.44	$40.39		$54.00
	Local Preference				$35.44							
	Pay Rate to Employee	$29.71	$53.00	$30.00	$29.71	$36.24	$32.50	$26.00	$28.35	$28.85	N/A	$40.00
	Mark-Up	65%	32%	40%	23.0%	31%	32.00%	39%	25%	40%		35%
	Individual Referred by the City - Same Pay Rate Billable Rate	$46.05	$77.74	$38.40	$35.95	$46.02	$42.90	$33.54	$35.44	$37.79		$54.00
	Mark-Up	55%	32%	27%	21%	27%	32.00%	29%	25%	31%		35%
18	Billable Rate for Delinquent Revenue Collector:	~~$21.46~~	$23.49	$19.59	$17.20	$25.20	$23.10	~~$16.68~~	$18.47	$20.55	$19.20	$20.25
	Pay Rate to Employee	~~$13.00~~	$16.00	$13.99	$13.99	$19.24	$17.50	~~$12.00~~	$13.99	$15.00	$15.00	$15.00
	Mark-Up	65%	32%	40%	23.0%	31%	32.00%	~~39%~~	32%	37%	28%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate	~~$20.16~~	$23.49	$17.77	$16.93	$24.43	$23.10	~~$16.48~~	$18.47	$19.65	$19.05	$20.25
	Mark-Up	65%	32%	27%	21%	27%	32.00%	~~29%~~	32%	31%	27%	35%
19	Billable Rate for Finance Temp:	No Bid	$20.55	$19.59	$17.21	$18.33	$21.12	$19.45	$18.47	$19.17	$17.91	$18.89
	Pay Rate to Employee		$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99
	Mark-Up		32%	40%	23.0%	31%	32.00%	39%	32%	37%	28%	35%
	Individual Referred by the City - Same Pay Rate Billable Rate		$20.55	$17.77	$16.92	$17.77	$21.12	$18.05	$18.47	$18.33	$17.77	$18.89
	Mark-Up		32%	27%	21%	27%	32.00%	29%	32%	31%	27%	35%

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: TEMPORARY STAFFING
Dept./Div.: VARIOUS
Requisition No.: VARIOUS

IFB No.: 16001K
Bids Opened: 10:00 A.M.; 1/8/2016

No.:	1	2	3	4	5	6	7	8	9	10	11
BIDDER NAME & STREET ADDRESS:	Cirrus Concept Consulting, Inc. 1 Elizabeth PL	CompTech Computer Technologies 10 W Second St. Ste. 300	Crown Personnel Services Inc. P.O. Box 1848	JAG Professional Resources 137 N Main St. Ste. 216	22nd Century Technologies, Inc. 2601 Commons Blvd, Ste. 130	Beta Soft Systems, Inc. 42808 Christy St. Ste. 101	CareersUSA, Inc 6501 Congress Ave, Ste. 200	Trigen Technologies, Inc. dba EBSBON 82 N Helm Ave	Manpower of Dayton, Inc. 3075 Governor's Pl.	Spherion of Lima, Inc. 216 N Elizabeth St.	US Tech Solutions, Inc. 10 Exchange Place, Ste. 1820
CITY:	Dayton	Dayton	Dayton	Dayton	Beavercreek	Fremont	Boca Raton	Clovis	Kettering	Lima	Jersey City
STATE & ZIP:	OH 45417	OH 45402	OH 45401	OH 45402	OH 45324	CA 94538	FL 33481	CA 93612	OH 45409	OH 45801	NJ 07302
Recommended for Award			X					X			
QUALIFIES FOR LOCAL PREFERENCE?	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No
QUALIFIES FOR CERTIFIED PREFERENCE?	Yes	Yes									
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?											
Item # / ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
20 Billable Rate for Building Attendant I (PT):	No Bid	~~$14.70~~	$19.59	$17.21	$29.57	$18.48	~~$16.68~~	$18.47	$19.32	$19.04	$18.90
Pay Rate to Employee		~~$10.00~~	$13.99	$13.99	$22.23	$14.00	~~$12.00~~	$13.99	$14.00	$14.00	$14.00
Mark-Up		~~32%~~	40%	23.0%	33%	32.00%	~~39%~~	32%	38%	36%	35%
Individual Referred by the City - Same Pay Rate Billable Rate		~~$14.70~~	$17.77	$16.93	$28.45	$18.48	~~$16.48~~	$18.47	$18.48	$18.90	$18.90
Mark-Up		~~32%~~	27%	21%	28%	32.00%	~~29%~~	32%	32%	35%	35%
21 Billable Rate for Project Manager:	No Bid	$51.35	$35.00	$30.75	$74.25	$42.24	$48.65	$39.38	$35.00		$67.50
Pay Rate to Employee		$35.00	$25.00	$25.00	$55.00	$32.00	$35.00	$31.50	$25.00	N/A	$50.00
Mark-Up		32%	40%	23.0%	35%	32.00%	39%	25%	40%		35%
Individual Referred by the City - Same Pay Rate Billable Rate		$51.35	$31.75	$30.25	$71.50	$42.24	$45.15	$39.38	$33.00		$67.50
Mark-Up		32%	27%	21%	30%	32.00%	29%	25%	32%		35%
22 Billable Rate for Laborer Temp:	No Bid	$20.55	$19.59	$17.21	$18.33	$18.48	$20.01	$18.19			$18.89
Pay Rate to Employee		$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	N/A	N/A	$13.99
Mark-Up		32%	40%	23.0%	31%	32.00%	43%	30%			35%
Individual Referred by the City - Same Pay Rate Billable Rate		$20.55	$17.77	$16.93	$17.77	$18.48	$19.52	$18.19			$18.89
Mark-Up		32%	27%	21%	27%	32.00%	39.5%	30%			35%
23 Billable Rate for Laborer (PT):	No Bid	$20.55	$19.59	$17.21	$18.33	$19.14	$20.01	$18.19			$18.89
Pay Rate to Employee		$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	N/A	N/A	$13.99
Mark-Up		32%	40%	23.0%	31%	32.00%	43%	30%			35%
Individual Referred by the City - Same Pay Rate Billable Rate		$20.55	$17.77	$16.93	$17.77	$19.14	$19.52	$18.19			$18.89
Mark-Up		32%	27%	21%	27%	32.00%	39.5%	30%			35%
24 Billable Rate for Laborer:	No Bid	$20.55	$19.59	$17.21	$18.33	$18.48	$20.01	$18.19			$18.89
Pay Rate to Employee		$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	N/A	N/A	$13.99
Mark-Up		32%	40%	23.0%	31%	32.00%	43%	30%			35%
Individual Referred by the City - Same Pay Rate Billable Rate		$20.55	$17.77	$16.93	$17.77	$18.48	$19.52	$18.19			$18.89
Mark-Up		32%	27%	21%	27%	32.00%	39.5%	30%			35%
25 Billable Rate for Municipal Service Aide – DL (Seasonal):	No Bid	$20.56	$19.59	$17.21	~~$12.46~~	$19.14	~~$14.30~~	~~$13.69~~			~~$12.83~~
Pay Rate to Employee		$14.00	$13.99	$13.99	~~$9.50~~	$14.50	~~$10.00~~	~~$10.95~~	N/A	N/A	~~$9.50~~
Mark-Up		32%	40%	23.0%	~~31%~~	32.00%	~~43%~~	~~26%~~			~~35%~~
Individual Referred by the City - Same Pay Rate Billable Rate		$20.56	$17.77	$16.93	~~$12.07~~	$19.14	~~$13.95~~	~~$13.69~~			~~$12.83~~
Mark-Up		32%	27%	21%	~~27%~~	32.00%	~~39.5%~~	~~26%~~			~~35%~~
26 Billable Rate for Municipal Service Aide Golf (Seasonal):	No Bid	~~$20.56~~	$13.30	$11.69	$12.45	~~$19.14~~	~~$14.30~~	$12.54		$12.92	$12.83
Pay Rate to Employee		~~$14.00~~	$9.50	$9.50	$9.50	~~$14.50~~	~~$10.00~~	$9.50	N/A	$9.50	$9.50
Mark-Up		~~32%~~	40%	23.0%	31%	~~32.00%~~	~~43%~~	32%		36%	35%
Individual Referred by the City - Same Pay Rate Billable Rate		~~$20.66~~	$12.07	$11.50	$12.07	~~$19.14~~	~~$13.95~~	$12.54		$12.83	$12.83

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: TEMPORARY STAFFING
Dept./Div.: VARIOUS
Requisition No.: VARIOUS

IFB No.: 16001K
Bids Opened: 10:00 A.M.; 1/8/2016

No.:	1	2	3	4	5	6	7	8	9	10	11
BIDDER NAME & STREET ADDRESS:	Cirrus Concept Consulting, Inc. 1 Elizabeth PL	CompTech Computer Technologies 10 W Second St. Ste. 300	Crown Personnel Services Inc. P.O. Box 1848	JAG Professional Resources 137 N Main St. Ste. 216	22nd Century Technologies, Inc. 2601 Commons Blvd, Ste. 130	Beta Soft Systems, Inc. 42808 Christy St. Ste. 101	CareersUSA, Inc 6501 Congress Ave, Ste. 200	Trigen Technologies, Inc. dba EBSBON 82 N Helm Ave	Manpower of Dayton, Inc. 3075 Governor's Pl.	Spherion of Lima, Inc. 216 N Elizabeth St.	US Tech Solutions, Inc. 10 Exchange Place, Ste. 1820
CITY:	Dayton	Dayton	Dayton	Dayton	Beavercreek	Fremont	Boca Raton	Clovis	Kettering	Lima	Jersey City
STATE & ZIP:	OH 45417	OH 45402	OH 45401	OH 45402	OH 45324	CA 94538	FL 33481	CA 93612	OH 45409	OH 45801	NJ 07302
Recommended for Award			X					X			
QUALIFIES FOR LOCAL PREFERENCE?	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No
QUALIFIES FOR CERTIFIED PREFERENCE?	Yes	Yes									
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?											
Item # / ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
Mark-Up		~~32%~~	27%	21%	27%	~~32.00%~~	~~39.5%~~	32%		35%	35%
27 Billable Rate for Municipal Worker:	No Bid	$20.56	$19.59	$17.21	~~$12.46~~	$19.14	~~$17.16~~	~~$14.67~~			$20.93
Pay Rate to Employee		$14.00	$13.99	$13.99	~~$9.50~~	$14.50	~~$12.00~~	~~$10.95~~	N/A	N/A	$15.50
Mark-Up		32%	40%	23.0%	~~31%~~	32.00%	~~43%~~	~~34%~~			35%
Individual Referred by the City - Same Pay Rate Billable Rate		$20.56	$17.77	$16.93	~~$12.07~~	$19.14	~~$16.74~~	~~$14.67~~			$20.93
Mark-Up		32%	27%	21%	~~27%~~	32.00%	~~39.5%~~	~~34%~~			35%
28 Billable Rate for Municipal Inspector:	No Bid	$20.55	$19.59	$17.21	$18.33	$21.12	$20.01	$18.75			$18.89
Pay Rate to Employee		$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	N/A	N/A	$13.99
Mark-Up		32%	40%	23.0%	31%	32.00%	43%	34%			35%
Individual Referred by the City - Same Pay Rate Billable Rate		$20.55	$17.77	$16.93	$17.77	$21.12	$19.52	$18.75			$18.89
Mark-Up		32%	27%	21%	27%	32.00%	39.5%	34%			35%
29 Billable Rate for Meter Reader:	No Bid	$20.55	$19.59	$17.21	$18.19	$21.38	$20.01	$18.75			$18.89
Pay Rate to Employee		$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	$13.99	N/A	N/A	$13.99
Mark-Up		32%	40%	23.0%	30%	32.00%	43%	34%			35%
Individual Referred by the City - Same Pay Rate Billable Rate		$20.55	$17.77	$16.93	$17.77	$21.38	$19.52	$18.75			$18.89
Mark-Up		32%	27%	21%	27%	32.00%	39.5%	34%			35%
30 Billable Rate for Lifeguard – Seasonal:	No Bid	~~$20.56~~	$13.30	$11.69	$12.35	~~$18.74~~	~~$20.02~~	$12.73			$12.83
Pay Rate to Employee		~~$14.00~~	$9.50	$9.50	$9.50	~~$14.20~~	~~$14.00~~	$9.50	N/A	N/A	$9.50
Mark-Up		~~32%~~	40%	23.0%	30%	~~32.00%~~	~~43%~~	34%			35%
Individual Referred by the City - Same Pay Rate Billable Rate		~~$20.66~~	$12.07	$11.50	$12.07	~~$18.74~~	~~$19.53~~	$12.73			$12.83
Mark-Up		~~32%~~	27%	21%	27%	~~32.00%~~	~~39.5%~~	34%			35%
31 Billable Rate for Summer Camp Counselor:	No Bid	~~$20.66~~	$12.60	$11.07	$11.79	~~$19.80~~	~~$17.16~~	$12.06			$12.15
Pay Rate to Employee		~~$14.00~~	$9.00	$9.00	$9.00	~~$15.00~~	~~$12.00~~	$9.00	N/A	N/A	$9.00
Mark-Up		~~32%~~	40%	23.0%	31%	~~32.00%~~	~~43%~~	34%			35%
Individual Referred by the City - Same Pay Rate Billable Rate		~~$20.66~~	$11.43	$10.89	$11.43	~~$19.80~~	~~$16.74~~	$12.06			$12.15
Mark-Up		~~32%~~	27%	21%	27%	~~32.00%~~	~~39.5%~~	34%			35%
32 Billable Rate for Water Bacteriologist/Chemist:	No Bid	$70.41	$22.40	$21.09	$32.10	$33.92	$42.90	$33.94	$27.60		$47.25
Pay Rate to Employee		$48.00	$16.00	$17.15	$24.32	$25.70	$30.00	$27.15	$20.00	N/A	$35.00
Mark-Up		32%	40%	23.0%	32%	32.00%	43%	25%	38%		35%
Individual Referred by the City - Same Pay Rate Billable Rate		$70.41	$20.32	$20.75	$31.13	$33.92	$41.85	$33.94	$26.40		$47.25
Mark-Up		32%	27%	21%	28%	32.00%	39.5%	25%	32%		35%
33 Billable Rate for Field Staff Assistant:	No Bid	$23.49	$19.59	$17.21	$24.71	$24.42	$20.02	$31.44	$25.20	$22.68	$35.10
Pay Rate to Employee		$16.00	$13.99	$13.99	$19.48	$18.50	$14.00	$25.15	$16.00	$18.00	$26.00
Mark-Up		32%	40%	23.0%	32%	32.00%	43%	25%	40%	26%	35%

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: TEMPORARY STAFFING
Dept./Div.: VARIOUS
Requisition No.: VARIOUS

IFB No.: 16001K
Bids Opened: 10:00 A.M.; 1/8/2016

No.:	1	2	3	4	5	6	7	8	9	10	11
BIDDER NAME & STREET ADDRESS:	Cirrus Concept Consulting, Inc. 1 Elizabeth PL	CompTech Computer Technologies 10 W Second St. Ste. 300	Crown Personnel Services Inc. P.O. Box 1848	JAG Professional Resources 137 N Main St. Ste. 216	22nd Century Technologies, Inc. 2601 Commons Blvd, Ste. 130	Beta Soft Systems, Inc. 42808 Christy St. Ste. 101	CareersUSA, Inc 6501 Congress Ave, Ste. 200	Trigen Technologies, Inc. dba EBSBON 82 N Helm Ave	Manpower of Dayton, Inc. 3075 Governor's Pl.	Spherion of Lima, Inc. 216 N Elizabeth St.	US Tech Solutions, Inc. 10 Exchange Place, Ste. 1820
CITY: STATE & ZIP:	Dayton OH 45417	Dayton OH 45402	Dayton OH 45401	Dayton OH 45402	Beavercreek OH 45324	Fremont CA 94538	Boca Raton FL 33481	Clovis CA 93612	Kettering OH 45409	Lima OH 45801	Jersey City NJ 07302
Recommended for Award			X					X			
QUALIFIES FOR LOCAL PREFERENCE?	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No
QUALIFIES FOR CERTIFIED PREFERENCE?	Yes	Yes									
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?											
Item # / ITEM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
Individual Referred by the City - Same Pay Rate Billable Rate		$23.49	$17.77	* $16.93	$24.93	$24.42	$19.53	$31.44	$23.76	$22.50	$35.10
Mark-Up		32%	27%	21%	28%	32.00%	39.5%	24%	32%	25%	35%
34 Billable Rate for Law Office Assistant:	$29.45	$39.62	$20.30	$20.91	$32.14	$29.70	$19.46	$25.34	$23.29	* $19.20	$27.00
Pay Rate to Employee	$17.85	$27.00	$14.50	$17.00	$24.35	$22.50	$14.00	$19.20	$17.00	$15.00	$20.00
Mark-Up	65%	32%	40%	23.0%	32%	32.00%	39%	32%	37%	28%	35%
Individual Referred by the City - Same Pay Rate Billable Rate	$27.67	$39.62	$18.42	$20.57	$31.17	$29.70	* $18.06	$25.34	$22.27	$19.05	$27.00
Local Preference			$18.06								
Mark-Up	55%	32%	27%	21%	28%	32.00%	29%	32%	31%	27%	35%
OPTION TO RENEW											
Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of increase	No 3%	Yes	No 3%	No 1%	Yes	No 2.5%	No 3%	Yes	No 2%	No 2%	Yes
Options to renew for additional 12-months January 1, 2018 through December 31, 2018 Maximum Percentage of increase	No 3%	Yes	No 3%	No 1%	Yes	No 2.5%	No 3%	Yes	No 2%	No 4%	Yes
TERMS:	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30
F.O.B.:	Dest.	Dest.	Dest.	Dest.	Dest.	Dest.	Dest.	Dest.	Dest.	Dest.	Dest.
DELIVERY	48 Hours			2 Days		2 Days		2 Days		2 Days	

* = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. CBS Personnel Services, Beavercreek, OH
2. Adecco Employment Services LLC, Huber Heights, OH
3. The Job Store, Loveland, OH
4. K Force, Miamisburg, OH
5. Kelly Services, Dayton, OH
6. Itshrc LLC, Beavercreek, OH
7. Barry Staffing, Dayton, OH
8. Robert Half International, Dayton, OH
9. Express Personnel Services, Beavercreek, OH

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Darley Trasfer Case
Dept./Div.: Fire/Support Services and Resource Mgmt Quotes
Requisition No.: 048FDOP6

			No.:	1	2
			BIDDER NAME & STREET ADDRESS:	FINLEY FIRE EQUIPMENT	FIRE SERVICE, INC.
			CITY:	MCCONNELSVILLE	ST. JOHN
			STATE & ZIP:	OH 43756	IN 46373
			Recommended for Award	X	
			QUALIFIES FOR LOCAL PREFERENCE?	NO	NO
			QUALIFIES FOR CERTIFIED PREFERENCE?	NO	NO
			LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO	NO
Item #	ITEM DESCRIPTION	U/M	QTY	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					
	Darley Transfer Case				
1	Darley Transfer Case Kit	Ea	1	• $11,822.15	$11,825.00
			TERMS:	NET 10	
			F.O.B.:	DESTINATION	DESTINATION
			DELIVERY:		

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. Performance Parts Express

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Comprehensive Commercial General Liabilty Insurance for DCC and AEC
Dept./Div.: Recreation and Youth Services/Convention Center
Requisition No.:021EX6

			No.:	1
			BIDDER NAME & STREET ADDRESS:	NATIONAL CASUALTY INSURANCE
			CITY:	
			STATE & ZIP:	
			Recommended for Award	X
			QUALIFIES FOR LOCAL PREFERENCE?	NO
			QUALIFIES FOR CERTIFIED PREFERENCE?	NO
			LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO
Item No.	ITEM DESCRIPTION	QTY	U/M	UNIT
	PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS			
	General Liability Insurance			
1	Convention Center	1	Ea.	• $15,557.00
2	Expo Center	1	Ea.	• $2,000.00
3	Tenants Liability Event Policy initial deposit	1	Lot	• $1,000.00
4	Tenants Liability Event Policy beyond initial deposit	1	Lot	• $4,000.00
	Total			$22,557.00
			TERMS:	
			DELIVERY:	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. Argonaut
2. Affiliated FM
3. Acuity Insurance Company
4. Central Insurance Company
5. C N A
6. Chubb Group
7. Indiana/Ohio Casualty Insurance
8. Munich RE

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Hot Water Chemical Additives and Maintenance Services
Dept./Div: Water Reclamation
Requisition No.: 112WTWT6

IFB No.: U16008
Bids Opened: 11:30 A.M.; 12-22-2015

				1 AQUA SCIENCE	2 CERTIFIED LABORATORIES	3 GE BETZ, INC.	4 SOLID BLEND
			CITY:	COLUMBUS	FORTH WORTH	TREVOSE	CLAYTON
			STATE & ZIP:	OH 43219	TX 76113	PA 19053	OH 45415
			Recommended for Award		X		
			QUALIFIES FOR LOCAL PREFERENCE?	NO	NO	NO	NO
			QUALIFIES FOR CERTIFIED PREFERENCE?	NO	NO	NO	NO
			LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO	NO	NO	NO
Item #	ITEM DESCRIPTION	QTY	U/M				
	PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS						
	Hot Water Chemical Additives and Maintenance Services						
	Across the board discount for items not listed			• 15%	N/A	0%	0%
1	Chemicals Total Cost to treat 1000 gallons	1	Ea	• $79.74	$80.00	$134.36	$103.50
	Prices to remain firm for the period through December 31, 2016? Yes or No. If No, how long?			YES	YES	YES	YES
	Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of increase			YES	YES	YES 4%	YES
	Options to renew for additional 12-months January 1, 2018 through December 31, 2018 Maximum Percentage of increase			YES 3%	YES	YES 4%	YES
	Options to renew for additional 12-months January 1, 2019 through December 31, 2019 Maximum Percentage of increase			YES 6%	YES	YES 4%	YES
2	Labor Charges						
	Standard Work Hours	1	Hr	$50.00	• INCLUDED	• $0.00	$75.00
	Non-Standard Work Hours	1	Hr	$75.00	• INCLUDED	• $0.00	$112.50
	Holiday Hours	1	Hr	$100.00	• INCLUDED	• $0.00	$125.00
	Prices to remain firm for the period through December 31, 2016? Yes or No. If No, how long?			YES	N/A	YES	YES
	Options to renew for additional 12-months January 1, 2017 through December 31, 2017 Maximum Percentage of increase			YES	N/A	YES	YES
	Options to renew for additional 12-months January 1, 2018 through December 31, 2018 Maximum Percentage of increase			YES	N/A	YES	YES
	Options to renew for additional 12-months January 1, 2019 through December 31, 2019 Maximum Percentage of increase			YES	N/A	YES	YES
			TERMS:	NET 30	NET 30	NET 30	NET 30
			F.O.B.:	DESTINATION	DESTINATION	DESTINATION	DESTINATION
			DELIVERY:	7 DAYS	5-7 DAYS	10 DAYS	7-10 DAYS

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SENT A BID AND DID NOT RESPOND:
HRC
Dayton OH 45402

1. Delaney & Associates, Inc.
Erlanger, KY 41018

2. Univar USA, Inc.
Cincinnati, OH 45246

3. Hill Manufacturing
Atlanta, GA 3015

4. Johnstone Supply/Thomas C Nash (Local)
Dayton, OH 45404

5. Ohio Industrial Filter/Carr Investments
Newark, OH 43055

6. Ohio Auasource, Inc.
Waterville, OH 43566

7. Progressive Environmental LLC
Mentor, OH 44061

8. Siemens Water Technologies
Sarasota, FL 34243

BACK

2.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

FROM: City Manager's Office
Department/Division

Date: February 17, 2016

Code: 10000-9980-1159-99

Fund Title: General Fund

Amount $: $7,357.52

(CHECK ONE)

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

Supplier/Vendor/Company/Individual:

NAME: Southwestern Ohio Council for Higher Education

ADDRESS: 3155 Research Blvd, Suite 204
Dayton, Ohio 45420

Justification and description of purchase, contract or payment:

Authorization is requested to pay the attached invoices totaling $7,357.52. The City organization works with Southwestern Ohio Council for Higher Education (SOCHE) for intern positions for various City departments. The City has been working with SOCHE since 2012. The City is currently on its third amendment with SOCHE which was approved by the City Commission on March 25, 2015.

A Certificate of Funds was in place with numerous sequences for payment from the various departments. Although the expenditure of funds was authorized, the balance in the General Fund account was inadequate to pay the total invoice for December 2015. The December invoice totaled $13,440.77. Of this amount, $7,357.52 was to be paid from the General Fund. A payment of voucher is necessary to pay this portion of the December invoice.

A Certificate of Funds and invoices are attached.

Approved Affirmative Action Program on File ☐ Yes ☐ No ☐ NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

Updated: 1/2012

CERTIFICATE OF FUNDS CF160107

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	
Expiration Date	
Original Commission Approval	$ 7,357.52
Initial Encumbrance	$ 7,357.52
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: $ 7,357.52	Amount:
Fund Code 10000 - 9980 - 1159 - 99 - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)
Amount:	Amount:
Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)	Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX (Fund Org Acct Prog Act Loc)

Attach additional pages for more FOAPALs

Vendor Name: Southwestern Ohio Council for Higher Education

Vendor Address: 3155 Research Blvd., Suite 204, Dayton, OH 45420
Street City State Zipcode + 4

Federal ID: 23-7109-141

Commodity Code: 96478

Purpose: Funds to cover December, 2015 expenses from the General Fund for SOCHE interns.

Contact Person: Susan Navarre City Manager's Office (Department/Division) 2/2/2016 (Date)

Originating Department Director's Signature: Barbara LaBuhn

SECTION II - to be completed by the Finance Department

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

Finance Director Signature — Date: 2-9-16

CF Prepared by — Date: 2-9-16 — CF/CT Number: CF160107

SA 2/8/16

COMMISSION
FEB 17 2016
CALENDAR

SOCHE

Southwestern Ohio Council for Higher Education

Voice: 937.258.8890
Fax: 937.258.8899

INVOICE

Invoice Number: 11139
Invoice Date: Dec 31, 2015
Page: 1

Bill To:	Ship to:
City of Dayton 101 West Third Street Dayton, OH 45401	Send payment to: SOCHE 3155 Research Blvd. Suite 204 Dayton, OH 45420

Customer ID	Customer PO	Payment Terms
		Net 30 Days

1/30/16

Quantity	Item	Description	Unit Price	Amount
		Public Affairs		
82.00	Zugelder, Zachary	Zachary Zugelder Service Hours PO# CT150457	13.50	1,107.00
		Subtotal		1,107.00

PO/CT/CF/TR ORDER # C7160107 APPROVED AMT. 7357 52

ACCT. DISTRIBUTION _____ - _____ - _____ - _____
[Payment without order MUST have account codes]

DATE GOODS/SVCS REC'D _____
FINAL PAY - YES/NO [Circle One]

DIVSION APPROVAL _____
[Optional]

DEPARTMENT APPROVAL _____
[Required]

TOTAL	1,107.00

We appreciate your business.

SOCHE

Southwestern Ohio Council for Higher Education

INVOICE

Invoice Number: 11140
Invoice Date: Dec 31, 2015
Page: 1

Voice: 937.258.8890
Fax: 937.258.8899

Bill To:	Ship to:
City of Dayton 101 West Third Street Dayton, OH 45401	Send payment to: SOCHE 3155 Research Blvd. Suite 204 Dayton, OH 45420

Customer ID	Customer PO	Payment Terms
		Net 30 Days

1/30/16

Quantity	Item	Description	Unit Price	Amount
		Fire Department		
59.25	Draves, Morgan	Morgan Draves Service Hours	13.50	799.88
109.00	Scinto, Sarah	Sarah Scinto Service Hours	13.50	1,471.50
		PO# CT150457		
		Subtotal		2,271.38

TOTAL	**2,271.38**

We appreciate your business.

SOCHE

Southwestern Ohio Council for Higher Education

INVOICE

Invoice Number: 11141
Invoice Date: Dec 31, 2015
Page: 1

Voice: 937.258.8890
Fax: 937.258.8899

Bill To:	Ship to:
City of Dayton 101 West Third Street Dayton, OH 45401	Send payment to: SOCHE 3155 Research Blvd. Suite 204 Dayton, OH 45420

Customer ID	Customer PO	Payment Terms
		Net 30 Days

1/30/16

Quantity	Item	Description	Unit Price	Amount
		IT Division		
83.50	Infanto, Niko	Niko Infanto Service Hours	13.50	1,127.25
22.00	Li, Kang	Kang Li Service Hours	13.50	297.00
		PO # CT150457		
		Subtotal		1,424.25

TOTAL	**1,424.25**

We appreciate your business.

SOCHE

Southwestern Ohio Council for Higher Education

INVOICE

Invoice Number: 11137
Invoice Date: Dec 31, 2015
Page: 1

Voice: 937.258.8890
Fax: 937.258.8899

Bill To:	Ship to:
City of Dayton 101 West Third Street Dayton, OH 45401	Send payment to: SOCHE 3155 Research Blvd. Suite 204 Dayton, OH 45420

Customer ID	Customer PO	Payment Terms
		Net 30 Days

1/30/16

Quantity	Item	Description	Unit Price	Amount
		Department of Economic Development		
67.75	Phillips, Rachel	Rachel Phillips Service Hours	13.50	914.63
		PO# CT150457		
		Subtotal		914.63

TOTAL	**914.63**

We appreciate your business.

SOCHE

Southwestern Ohio Council for Higher Education

INVOICE

Invoice Number: 11136
Invoice Date: Dec 31, 2015
Page: 1

Voice: 937.258.8890
Fax: 937.258.8899

Bill To:	Ship to:
City of Dayton 101 West Third Street Dayton, OH 45401	Send payment to: SOCHE 3155 Research Blvd. Suite 204 Dayton, OH 45420

Customer ID	Customer PO	Payment Terms
		Net 30 Days

1/30/16

Quantity	Item	Description	Unit Price	Amount
		Department of Public Works		
69.75	Laux, Elaine	Elaine Laux Service Hours	13.50	941.63
		PO# CT150457		
		Subtotal		941.63

TOTAL	**941.63**

We appreciate your business.

SOCHE

Southwestern Ohio Council for Higher Education

INVOICE

Invoice Number: 11132
Invoice Date: Dec 31, 2015
Page: 1

Voice: 937.258.8890
Fax: 937.258.8899

Bill To:	Ship to:
City of Dayton 101 West Third Street Dayton, OH 45401	Send payment to: SOCHE 3155 Research Blvd. Suite 204 Dayton, OH 45420

Customer ID	Customer PO	Payment Terms
		Net 30 Days

1/30/16

Quantity	Item	Description	Unit Price	Amount
		Dayton Convention Center		
51.75	Jackson, Tiara	Tiara Jackson Service Hours	13.50	698.63
		PO # CT150457		
		Subtotal		698.63

TOTAL	**698.63**

We appreciate your business.

BACK

3.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

FROM: Water / Water Engineering
Department/Division

Date: February 17, 2016

Code:
55003-3460-1159-54-SF1407 ($625,000.00)
55002-3450-1424-54-SF1113 ($75,000.00)
53000-3430-1153-54 ($300,000.00)
58003-3450-1424-54-ST1102 ($75,000.00)

Fund Title:
2016 Sanitary Capital Fund
2016 Water Operating Fund
2016 Storm Capital Fund

Amount $: 1,075,000.00 (Thru 12/2018)

(CHECK ONE)

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

Supplier/Vendor/Company/Individual:

NAME: Tetra Tech, Inc.

ADDRESS: 1576 Sherman Street
Denver, CO 80203

Justification and description of purchase, contract or payment:

MASTER PROFESSIONAL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SERVICES

The Department of Water requests permission to enter into a Professional Services Agreement with Tetra Tech, Inc. in the amount of $1,375,000.00 for Master Professional Supervisory Control and Data Acquisition (SCADA) Services. The professional services to be provided consists of, but are not limited to; planning, programming, data migration, design, construction, implementation, inspection, and project management services as it pertains to Water Department SCADA systems.

This is a revision to the original City Manager's Report approved on October 7, 2015 for $300,000.00 for 2015 projects. This amended City Manager's Report is to request authority for $1,075,000.00 for funding of 2016 thru 2018 projects. Additional funds are to be added from Water Operating Funds and Storm Capital Funds. Annual addendums will be submitted, stipulating the maximum funding amount for professional services and a list of probable Water projects for the calendar year. The First Amendment updating the list of Water projects for 2016 was signed on December 31, 2015 by the City Manager.

The funding for the contract is as follows:

Funding by Year	
2016	$358,300.00
2017	$358,300.00
2018	$358,400.00

Staff has been counseled concerning this matter and measures have been implemented to ensure future incidents do not occur.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2018.

The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds and a copy of the Agreement are attached.

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

_____
Clerk

_____
Date

Scott D. Helms
Division

Department

City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS

CT16 1242

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

____ New Contract ____ Renewal Contract X Change Order

Contract Start Date	10/07/15
Expiration Date	12/31/18
Original Commission Approval	$ 1,375,000.00
Initial Encumbrance	$ 300,000.00
Remaining Commission Approval	$ 1,075,000.00
Original CT/CF	CT15-1242
Increase Encumbrance	$ 358,300.00
Decrease Encumbrance	$ -
Remaining Commission Approval	$ 716,700.00

Required Documentation

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

Seq 1

Amount: $ 181,899.00

Fund Code 55003 - 3460 - 1159 - 54 - SF1407 - ____
Fund Org Acct Prog Act Loc

Seq 3

Amount: $ 100,000.00

Fund Code 53000 - 3430 - 1153 - 54 - ____ - ____
Fund Org Acct Prog Act Loc

Seq 2

Amount: $ 42,715.00

Fund Code 55002 - 3450 - 1424 - 54 - SF1113 - ____
Fund Org Acct Prog Act Loc

Seq 4

Amount: $ 33,686.00

Fund Code 58003 - 3450 - 1424 - 54 - ST1102 - ____
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Tetra Tech, Inc.

Vendor Address: 1576 Sherman Street Denver CO 80202
Street City State Zipcode + 4

Federal ID: 95-4148514

Commodity Code: 96895

Purpose: 2016 Encumberance of approved funds for Master services agreement for SCADA Services

Contact Person: Ben Swain, Senior Engineer II Water/Water Engineering 2/5/16
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 appropirated 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] 2-9-16
Finance Director Signature Date

[signature] 2/5/16 CT16 1242
CF Prepared by Date CF/CT Number

SA 2/5/16

COMMISSION
FEB 17 2016
CALENDAR

4.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

FROM: Department of Water / Water Administration
Department/Division

(CHECK ONE)

☐ Purchase Order ☐ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☐ Award of Contract ☐ Payment of Voucher

☑ Other Agreement

Date February 17, 2016

Code 53000-9980-1192-54

Fund Title 2016 Water Operating

Amount $ 25,000.00 (Thru 12/2016)

Supplier/Vendor/Company/Individual:

Name Palisades Arcadia Baseball, LLC
Operating the Dayton Dragons

Address P.O. Box 2107
Dayton, OH 45401-2107

Justification and description of purchase, contract or payment:

The Department of Water is requesting permission to enter into an agreement for Marketing Sponsorship with Palisades Arcadia Baseball, LLC for sponsorship of the Dayton Dragons' 2016 season.

This sponsorship includes a variety of marketing opportunities in connection with the Dayton Dragons' home games at Fifth –Third Fields in downtown Dayton. This includes:

- Advertisement in the "Dragons' Playball" programs
- Advertisement on the stadium's LCD monitors
- Advertisement on the televised Dayton Dragons' home games
- Advertisement on the radio broadcasts of the Dragons' home games
- Link on the Dayton Dragons' website
- Mascot appearances, use of Dragons' trademarked logo, employee of the Game, tickets, and use of Dragons' suite

This advertisement will be used to emphasize the City's regional aspect of our water supply and services.

The Agreement shall commence upon execution by the City and shall terminate on December 31, 2016.

The Agreement has been reviewed by the Department of Law as to form and correctness. A Certificate of Funds and a copy of the Agreement are attached.

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Clerk

Date

2/5/2016
Division

Department

City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS

CF160103

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

x New Contract ____ Renewal Contract ____ Change Orders

Contract Start Date	02/17/16
Expiration Date	12/31/16
Original Commission Approval	$ 25,000.00
Initial Encumbrance	$ 25,000.00
Remaining Commission Approval	$ -

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

Required Documentation

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

Amount	Fund Code (Fund - Org - Acct - Prog - Act - Loc)
$ 25,000.00	53000 - 9980 - 1192 - 54 - ____ - ____
____	XXXXX - XXXX - XXXX - XX - XXXX - ____
____	XXXXX - XXXX - XXXX - XX - XXXX - ____
____	XXXXX - XXXX - XXXX - XX - XXXX - ____

Attach additional pages for more FOAPALs

Vendor Name: Palisades Arcadia Baseball, LLC

Vendor Address: P.O. Box 2107 (Street) Dayton (City) OH (State) 45401-2107 (Zipcode + 4)

Federal ID: 36-4182053

Commodity Code: 91503

Purpose: To provide advertising, as a sponsor, with Palisades Arcadia Baseball, LLC (Dayton Dragons). The sponsorship includes a variety of marketing opportunities in connection with the Dayton Dragons home games at Fifth-Third field in downtown Dayton.

Contact Person: Karen Thomas Water/Water Administration (Department/Division) 2/5/16 (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 appropirated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature — Date: 2-9-16

CF Prepared by — Date: 2/5/16 — CF/CT Number: CF160103

SB 2/5/16

COMMISSION

FEB 17 2016

CALENDAR

AGREEMENT FOR MARKETING SPONSORSHIP

THIS AGREEMENT is between the City of Dayton, Ohio, ("City") and Palisades Arcadia Baseball, LLC (f/k/a Dayton Professional Baseball Team, LLC) ("The Dayton Dragons"), PO Box 2107, Dayton, Ohio 45401-2107.

W I T N E S S E T H:

WHEREAS, The City of Dayton, Department of Water is seeking the opportunity to market Dayton Water and water services with The Dayton Dragons; and

WHEREAS, A Sponsorship and Advertising agreement with The Dayton Dragons will provide the opportunity for the Water Department to be featured throughout the 2016 Dayton Dragon season utilizing several media styles

WHEREAS, The Dayton Dragons are qualified and available to provide the Services to the City.

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall expire on December 31, 2016.

ARTICLE 2. SERVICES TO BE PERFORMED BY THE DAYTON DRAGONS

The Dayton Dragons shall provide all advertisement as described in Attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and shall be payable by City to The Dayton Dragons on or before April 30, 2016

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish The Dayton Dragons, at no cost or expense, all marketing materials that might be necessary or useful to help complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 7. CONFIDENTIALITY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

ARTICLE 9. TERMINATION

Either party may terminate this Agreement upon written notice in the event of substantial failure by the breaching party to perform in accordance with the terms of this Agreement. The breaching party shall have thirty (30) calendar days from the date of the termination to cure or to submit a plan for cure acceptable to the other party.

Either party may terminate or suspend performance of this Agreement for the other party's convenience upon thirty (30) days prior written notice to the other party. In the event of termination by one party, the party terminating the Agreement shall pay the other party for Services actually provided up to the date of termination.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

The Dayton Dragons:	Palisades Arcadia Baseball, LLC PO Box 2107 Dayton, Ohio 45401-2107 Attention: Robert Murphy President
City:	City of Dayton, Department of Water 320 West Monument Avenue Dayton, Ohio 45402 Attention: Ms. Tammi L. Clements Director, Department of Water

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT THE DAYTON DRAGONS

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

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

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

CITY OF DAYTON, OHIO

_____
City Manager

Date:_____

APPROVED:

_____
Director, Department of Water

APPROVED AS TO FORM AND CORRECTNESS

City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2015

Min./Bk. _____ Pg. _____

_____
Clerk of Commission

Palisades Arcadia, Baseball, LLC

By: _____

Its: _____

ATTACHMENT A
TO
AGREEMENT FOR Dayton Dragons PLAYBALL Sponsorship and Advertising

City: **City of Dayton, Ohio**
Project: **Sponsorship and Advertisement**
The Dayton Dragons: **Palisades Arcadia Baseball, LLC**

SCOPE OF SERVICES

In consideration for the Fee paid to The Dayton Dragons, the City will receive the following Sponsorship Elements during the Term:

1. The City will receive exposure through the use of "profiles" to air before, during, and after home games on LCD television screens placed throughout the Stadium concourse. The number and duration of exposure will be determined at a later time by The Dayton Dragons, provided that The Dayton Dragons will use its reasonable efforts to determine an equal rotation among all sponsors and The Dayton Dragons profiles. The Dayton Dragons will create profiles for the City of Dayton.
2. Three (3) Luxury Suite Nights – the City will receive fifteen (15) tickets and two (2) VIP parking passes for three (3) Dragons Luxury Suite nights on dates to be mutually agreed upon. Costs associated with the food and beverages will be the responsibility of City.
3. Four (4) Season Tickets to thirty-five (35) The Dayton Dragons baseball games, on dates designated by The Dayton Dragons, and one (1) VIP Parking Pass for each of the thirty-five (35) games. The location of the game tickets will be section 113, row 10, and seats 17-20.
4. One (1) Group Outing – the City will receive forty (40) group tickets, on a date to be mutually agreed upon.
5. Three (3) 30-second commercials during the telecasts of the fifteen (15) Dragons home games.
6. Two (2) 30-second commercials during the pre- or post-game radio broadcasts for each The Dayton Dragons game.
7. Presenting Title Sponsorship of the The Dayton Dragons's pre-game and post-game radio shows for twenty (20) of the The Dayton Dragons's games.
8. Right to Use Stadium Plaza area to demonstrate products and/or services on dates and locations to be mutually agreed upon for up to two (2) games.
9. The right to throw out the ceremonial first pitch at one (1) of the The Dayton Dragons's home games.
10. Dragons Kids Day – Twenty (20) passes for children in the immediate family of City employees for a "Sponsor Kids' Day with the Dragons" event at the Stadium, on a date to be determined by The Dayton Dragons, subject to availability as determined by The Dayton Dragons. This Stadium usage will be free of any Stadium usage or rental fees.
11. Mascot Appearance – the City will receive two (2) appearances by a The Dayton Dragons mascot. The dates, times and locations of the appearances will be determined by The Dayton Dragons with input by the City of Dayton, Dept. of Water.
12. The City can utilize the The Dayton Dragons's marks and logos for promotional uses, subject to The Dayton Dragons's prior approval.
13. The Dayton Dragons to provide two (2) The Dayton Dragons gift baskets for the City to use for their annual meeting.
14. The Dayton Dragons to provide a "VIP Experience" at one (1) The Dayton Dragons home game. The City shall be able to recognize and reward one (1) employee, customer, or vendor and their family with four (4) tickets, one (1) parking pass, a VIP tour of the Stadium, a "ballpark style" meal, a Dragons gift bag and a commemorative photograph.

BACK

5.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

FROM: Finance/Tax Accounting Administration

Department/Division

Date February 17, 2016

Code 10000-5310-1159-64

Fund Title General Fund

Amount $ 14,000.00 (through 2016)

(CHECK ONE)

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

Supplier/Vendor/Company/Individual:

NAME Portfolio Services for Government

ADDRESS 704 SE 38th Drive

Gresham, Oregon 97080

Justification and description of purchase, contract or payment:

The Department of Finance requests permission to enter into an agreement with Portfolio Services for Government, LLC in the amount of $14,000.00. The agreement is for services related to the development of Bond Counsel and Underwriter Requests For Proposal (RFPs). The contract with Portfolio Services for Government, LLC commences upon execution by the City and ends December 31, 2016.

Professional service proposals were requested from three (3) consulting firms: Portfolio Services for Government, LLC, Public Funds Consulting, LLC, and Rockmill Financial Consulting, LLC. Two (2) firms, Portfolio Services for Government, LLC and Public Funds Consulting, LLC, submitted proposals, and one (1) firm, Rockmill Financial Consulting, LLC, was deemed nonresponsive. Two (2) proposals were evaluated, Portfolio Services for Government, LLC was chosen based on services and pricing. Under the terms of the agreement, Portfolio Services for Government, LLC will develop RFPs for Bond Counsel and Underwriter services, compile responses, provide analysis of services and fees proposed, facilitate interviews, communicate selection decision to firms and coordinate development of agreements between the City of Dayton and selected firms.

Approximate fees are as follows:

02/22/16 – 12/31/16 not to exceed $14,000.00. Fees will be based on the number and timing of required meetings.

A Certificate of Funds in the amount of $14,000.00 is attached to cover the period of February 22, 2016 through December 31, 2016. The Department of Law has reviewed and approved the agreement as to form and correctness.

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS CT161380

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	02/22/16
Expiration Date	12/31/16
Original Commission Approval	$ 14,000.00
Initial Encumbrance	$ 14,000.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 14,000.00 Fund Code 10000 - 5310 - 1159 - 64 - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc	Amount: Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Portfolio Services for Government, LLC

Vendor Address: 704 SE 38th Drive (Street) Gresham (City) OR (State) 97080 (Zipcode + 4)

Federal ID: 261660972

Commodity Code: 91849

Purpose: Development of Requests For Proposal (RFPs) for Bond Counsel and Underwriter services.

Contact Person: LISA WILSON FINANCE/TREASURY (Department/Division) 2/8/2016 (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] 2-9-16
Finance Director Signature Date

[signature] 2-8-16 CT161380
CF Prepared by Date CF/CT Number

SA 2/8/16

COMMISSION
FEB 17 2016
CALENDAR

MEMORANDUM

February 8, 2016

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

FROM: C. LaShea Smith, Director
Department of Finance

SUBJECT: Agreement for Professional Services, Bond Counsel and Underwriter RFPs, Portfolio Services for Government, LLC

During the fourth quarter of 2015, the Department of Finance requested proposals for RFP services regarding the City's bond counsel and underwriter from the following three consulting firms:

- **Portfolio Services for Government, LLC**, whose President, Terry McCall, serves as an advisor to the Committee on Treasury and Investment Management of the Government Finance Officers Association (GFOA);
- **Public Funds Consulting, LLC**, whose Principal, Sofia Anastopoulos, also serves as an advisor to GFOA's Committee on Treasury and Investment Management;
- **Rockmill Financial Consulting, LLC**, a municipal advisory group based in Ohio that offers a variety of public finance consulting services.

All three firms have experience in evaluating and selecting professional service providers that are crucial to the municipal bond issuance process, including bond counsel and underwriter.

Two of the firms, Portfolio Services for Government, LLC and Public Funds Consulting, LLC, submitted proposals and pricing to Finance. The third firm, Rockmill Financial Consulting, LLC, was deemed nonresponsive and was disqualified from further consideration. After reviewing and comparing all the information, Finance selected Portfolio Services for Government, LLC based on services offered and lowest price.

The total fee for these services will be in the range of **$12,750 - $14,000**, depending on the number and timing of required meetings. Finance intends to complete both RFP processes before the City issues additional general obligation and airport revenue bonds during the second half of 2016.

An Agreement for Professional Services between the City of Dayton and Portfolio Services for Government, LLC has been drafted and signed by Law, and a copy is attached for your review. Finance would like to submit the Agreement for City Commission approval on **Wednesday, February 17, 2016**.

Please contact me at ext. 3578 if you have any questions.

CLS/bss

Attachments

CC: Mr. B. John
Ms. L. Wilson
Mr. B. Smith

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES, dated this _____ day of _____, 2016, is between the City of Dayton, Ohio, an Ohio municipal corporation ("City"), and Portfolio Services for Government, LLC, an Oregon company having its principal place of business at 704 SE 38th Drive, Gresham, OR 97080, ("Consultant").

ARTICLE I. SCOPE OF SERVICES

Consultant shall provide the services as described in Exhibit A, attached hereto and made a part hereof, in a manner satisfactory to the City (hereinafter "Services"). These Services include without limitation development of a Request For Proposal ("RFP") for Bond Counsel and Underwriter services and proposal analyzation. Consultant shall exercise the same degree of care, skill, and diligence in performance of the work and services to be provided under this Agreement as is ordinarily possessed and exercised by an organization under similar circumstances.

ARTICLE II. TERM OF CONTRACT

This Agreement shall commence upon execution by the City. All of the work and Services required herein shall be completed and this agreement shall terminate on December 31, 2016.

ARTICLE III. PAYMENT

The City shall pay Consultant a sum not to exceed FOURTEEN THOUSAND DOLLARS AND ZERO CENTS ($14,000.00), as outlined in Exhibit B, attached hereto and made a part hereof. Unless disputed, payment shall be made within thirty (30) days of receipt of an invoice from the Consultant.

ARTICLE IV. TRAVEL EXPENSES

The City acknowledges and agrees that Consultant is not required to travel in performance of any part of the Services. However, if the Parties agree to Consultant travelling as part of the Services then the City agrees to reimburse Consultant for its travel expenses reasonably incurred in performance of the Services provided under this Agreement in an amount not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($2,500.00). However, payment for such reimbursable expenses is subject to the following limitations:

1. Travel costs shall be billed only for approved, on-site training specifically requested by the Director of the City of Dayton Finance Department. Air travel reimbursement is limited to coach/economy rates. Local automobile travel expenses are included in the hourly rates paid as compensation for services. Automobile travel expenses for any destination outside of Montgomery County, Ohio will be reimbursable at the rate of as set by the U. S. Internal Revenue Service for business mileage reimbursement.

2. Reimbursable expenses are limited to those out-of-pocket expenses paid by Consultant to some third party, excluding itself, and its employees, excluding any other contractor and sub-contractor and excluding any third party in which

Consultant has an ownership interest or Consultant receives payments or benefits in consideration for service or product orders given to that third party.

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

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

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

ARTICLE V. INDEPENDENT CONTRACTOR

By execution of this Agreement, Consultant acknowledges and agrees that it is providing all Services as an independent contractor. Accordingly, Consultant is prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article or assuming or creating any obligation on behalf of or in the name of the City. Consultant is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. Further, Consultant, and its employees, agents, contractors and any persons retained to perform the Services are not City employees, and shall not be entitled to, or make a claim for, any of the emoluments of employment with the City of Dayton. Consultant is responsible to withhold and pay, or cause such agents, contractors, and subcontractors to withhold and pay, all applicable local, state and federal taxes.

ARTICLE VI. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall preclude Consultant from retaining the services of contractors, consultants and the assistance of other organizations in the performance of the services hereunder.

ARTICLE VII. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

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

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

ARTICLE VIII. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers and agents from and against liability for all claims, losses, damages, and expenses to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Consultant, its employees, volunteers, Consultants and agents performing the services required under this Agreement. This Article shall survive expiration and/or termination of this Agreement.

ARTICLE IX. TERMINATION

The City or Consultant may terminate this Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, or at any time upon mutual written agreement. The notice shall state the date upon which such action is effective. In the event that this Agreement is terminated, Consultant shall be paid for all work and services provided and all supplies and materials procured up to the date of termination specified within the notice, and the City shall have no other responsibility to Consultant.

ARTICLE X. MEETINGS AND EVALUATION

Consultant shall meet with the City and/or its designees at such times designated by the City to review and discuss Consultant's performance of this Agreement.

ARTICLE XI. INSURANCE

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

(1) General/Comprehensive liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate; and
(2) Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each person and One Million Dollars ($1,000,000) for each accident; and
(3) Workers' compensation insurance, in such amounts as required by Ohio law, and Employer's liability insurance with a limit of Five Hundred Thousand Dollars ($500,000) for each occurrence; and
(4) Professional liability, with a minimum annual aggregate of Five Hundred Thousand Dollars ($500,000); and
(5) Errors and omissions insurance in the amount of Five Hundred Thousand Dollars ($500,000), to protect the City from any errors that Consultant or his/her employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

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

excluding Workers' compensation insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.

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

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

ARTICLE XII. GENERAL PROVISIONS

A. Amendment

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

B. Waiver

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

C. Notices and Communications

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

<u>City of Dayton, Ohio:</u>
Dept. of Finance
101 W. Third St.
Dayton, OH 45402
Attn: C. LaShea Smith
(937) 333-3578
LaShea.Smith@daytonohio.gov

<u>Consultant:</u>
Portfolio Service for Government, LLC
704 SE 38th Drive
Gresham, Oregon 97080
Attn: Terry McCall
(503) 667-5407
Terrymccall@ps4gov.com

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

D. Conflict of Interest

No member of the governing body of the City of Dayton, Ohio, and no other officers, officials, agents or employees of the City shall have any personal financial interest, directly or indirectly, in this Agreement. Consultant covenants that no person who presently exercises any functions or responsibilities in connection with the items described in Article I and Exhibit A has any personal financial interest, directly or indirectly, in this Agreement. Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would cause conflict in any manner or degree with the performance of this Agreement.

E. Entire Agreement/Integration

This Agreement represents the entire integrated Agreement between the City and Consultant. 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.

F. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

G. Confidentiality

The Consultant shall keep confidential and not disclose information, data or documents received from the City for use by Consultant in the performance of the services or prepared as part of the services provided hereunder, which is required to be kept confidential under local, state, and/or federal law. Specifically, Consultant agrees not to disclose, report, reveal or transfer to any person or entity, either directly or indirectly, such confidential information without the prior written approval of the City or pursuant to court order.

H. Political Contributions

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF DAYTON, OHIO

_____
City Manager

PORTFOLIO SERVICES FOR GOVERNMENT, LLC

By: _____

Its: _____

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

_____, 2016

Min./Bk.:_____ Page:_____

_____
Clerk of the Commission

EXHIBIT A
Services

Facilitate, as City's representative, the selection of bond counsel and a municipal debt underwriter on "as needed basis."

Primary elements of the selection process:

1. Development of a RFP by Consultant, to be reviewed and approved by City prior to issuance. This includes assisting City with determining the minimum qualifications for responding firms to be considered.

2. Consultant serves as City's representative when requested.

3. Proposals are directed to City, and if desired, to Consultant.

4. Consultant compiles firms' responses and provides to City an analysis of services and fees proposed.

5. Consultant facilitates the determination of which proposing firms to invite for interviews, and communicates the decision to all responding firms on City's behalf.

6. Consultant facilitates the interviews and City's selection of the firm to be awarded an agreement, and communicates City's decision to all interviewed firms.

7. Whether or not interviews are conducted, Consultant will communicate the selection decision to the firms on City's behalf.

8. Consultant coordinates the development and execution of the agreement if desired by City.

EXHIBIT B

FEES

I. Bond Counsel Fees

Fee: $5,250.00 plus meeting expenses.

Meeting/Travel Expenses: One meeting in Dayton is anticipated if the City wants Consultant to facilitate the interviews, at a rate $1,250.00. In the event that additional meetings would be needed, the same rate would apply. However, if the interviews were conducted the same day as the underwriter interviews, there would no additional charge. If the interviews were to be conducted on consecutive days, the second day fee would be $500.00 for a total of $1,750.00.

II. Underwriter Fees

Fee: $6,250.00 plus meeting expenses, if needed.

Meeting/Travel Expenses: One meeting in Dayton is anticipated if the City wants Consultant to facilitate the interviews, at a rate $1,250.00. In the event that additional meetings would be needed, the same rate would apply. However, if the interviews were conducted the same day as the bond counsel interviews, there would be no additional charge. If the interviews were to be conducted on consecutive days, the second day fee would be $500.00 for a total of $1,750.00.

BACK

6.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

FROM: Public Works/Civil Engineering
Department/Division

(CHECK ONE)

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

Date February 17, 2016

Code 41756-6450-1424-54

Fund Title Broadway St Bikeway

Amount $ $332,848.35

Supplier/Vendor/Company/Individual:

NAME Double Jay Construction, Inc.

ADDRESS 25 Harrisburg Drive
Englewood, Ohio 45322

Justification and description of purchase, contract or payment:

BROADWAY STREET BIKEWAY
(OPEN MARKET) (FEDERAL CMAQ FUNDS)

This project consists of the installation of bike lanes, including curb bump-outs and associated storm improvements, on North Broadway Street from West Third Street to Harvard Boulevard, an asphalt bike path in the boulevard on Harvard Boulevard from North Broadway to Salem Avenue. Project will also install bike markings on Harvard Boulevard from Salem Avenue to Richmond Avenue, on Richmond Avenue to Homewood Avenue, and on Homewood Avenue to Forest Avenue. Work includes striping of the bike lanes, the removal of the existing pavement and installing concrete bump-outs, the installation of an asphalt bike path, and performing other work incidental thereto.

Seven bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Double Jay Construction, Inc., in the amount of $332,848.35. This amount includes the base bid in the amount of $279,886.10, Alternate No. 1 Asphalt Paving on EB Harvard Blvd. in the amount of $20,549.00, and Alternate No. 2 Concrete Bus Pads in the amount of $32,413.25. The estimated cost for the project is $335,000.00. The time bid for completion is June 1, 2016.

This project is being funded using Federal CMAQ Funds.

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

Approved Affirmative Action Program on File ☑ Yes ☐ No ☐ NA

Approved by City Commission

Division

Clerk

Department

Date

City Manager

FORM NO. MS-16

CERTIFICATE OF FUNDS

CT161379

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X **NEW CONTRACT** ____ **RENEWAL CONTRACT** ____ **CHANGE ORDER**

Contract Start Date	February 10, 2016
Expiration Date	June 1, 2018
Original Commission Approval	$ 332,848.35
Initial Encumbrance	$ 332,848.35
Remaining Commission Approval	$ -
Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 332,848.35 Fund Code 41756 (Fund) 6450 (Org) - 1424 (Acct) - 54 (Prog) - ____ (Act) - ____ (Loc)	**Amount:** ____ Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)
Amount: ____ Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)	**Amount:** ____ Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Double Jay Construction, Inc. 937.832.3123

Vendor Address: 25 Harrisburg Drive (Street) Englewood (City) OH (State) 45322 (Zipcode + 4)

Federal ID: 34-1184875

Commodity Code: 74521

Purpose: Broadway Street Bikeway (Open Market) (Federal CMAQ Funds)

Contact Person: Steve Finke, Deputy Director | Public Works/Civil Eng. (Department/Division) | 333-3839 (Phone Number)

Originating Department Director's Signature: _____ 1/28/16 (Date)

SECTION II - to be completed by the Finance Department

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

Finance Director Signature _____ 2·2·16. (Date)

CF Prepared by _____ 2-2-16 (Date) CT16 1379 (CF/CT Number)

GA 2/2/16

Dayton, Ohio

Department of Public Works

Bid Tabulation For: Broadway Street Bikeway

(Open Market) (Federal CMAQ Funds

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
January 21, 2016	$335,000.00	June 1, 2016

Bidders	Actual Amount Of Base Bid	Adjustment For Work Days	Adjustment For Comparison Purposes Only
***Double Jay Construction, Inc.**	$279,886.10	-0- June 1, 2016	$279,886.10
Belgray, Inc.	$290,623.00	-0- June 1, 2016	$290,623.00
L.J. DeWeese Company	$324,689.75	June 1, 2016	$324,689.75
Adleta	$325,186.35	June 1, 2016	$325,186.35
C.G. Construction & Utilities, Inc.	$337,739.98	June 1, 2016	$337,739.98
Sunesis Construction	$363,398.96	June 1, 2016	$363,398.96
Barrett Paving Materials	$424,945.35	June 1, 2016	$424,945.35

***Awarded**

Revised 9/14/98

MEMORANDUM

January 22, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Broadway Street Bikeway (OM)**

The apparent low bidder, Double Jay Construction, Inc., has been reviewed. 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 Double Jay Construction, Inc.

If you have any questions or need additional information 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 BROADWAY STREET BIKEWAY

(OPEN MARKET)

(FEDERAL CMAQ FUNDS)

Bidder DOUBLE JAY CONSTRUCTION, INC

25 HARRISBURG DR

ENGLEWOOD, OH 45322

Ph/Fax (937)832-3123/832-2586

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:

BROADWAY STREET BIKEWAY
(OPEN MARKET)
(FEDERAL CMAQ FUNDS)

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)

BROADWAY STREET BIKEWAY
(OPEN MARKET)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
202	Pavement Removed, (Asphalt on Concrete/Brick or Gravel)	225	S.Y.	$ 28.70	$ 6457.50
202	Concrete Bus Pad Removed	50	S.Y.	$ 29.70	$ 1485.00
202	Curb Removed	575	L.F.	$ 7.85	$ 4513.75
202	Sidewalk Removed	4,300	S.F.	$ 1.50	$ 6450.00
202	Concrete Island Removed	80	S.F.	$ 4.00	$ 320.00
202	Catch Basin Removed	3	EA	$ 252.00	$ 756.00
202	Pipe Removed, 12"	24	L.F.	$ 21.00	$ 504.00
203	Embankment	125	C.Y.	$ 21.60	$ 2700.00
203	Excavation	80	C.Y.	$ 19.00	$ 1520.00
207	Curb Inlet Protection	19	EA	$ 135.00	$ 2565.00
304	Aggregate Base	60	C.Y.	$ 51.15	$ 3069.00
404	Asphalt Concrete (Bike Path) (3")	55	TONS	$ 140.40	$ 7722.00
608	Concrete Walk	3,400	S.F.	$ 4.45	$ 15,130.00
608	Concrete Curb Ramp (7")	2,200	S.F.	$ 9.05	$ 19,910.00
609	Barrier Curb	550	L.F.	$ 28.95	$ 15,922.50
612	Concrete Traffic Island	80	S.F.	$ 13.40	$ 1072.00
614	Maintaining Traffic	1	LUMP	$ 20,355.00	$ 20,355.00
623	Construction Layout Stakes	1	LUMP	$ 3780.00	$ 3780.00
630	Sign, Flat Sheet, As Per Plan	164.5	S.F.	$ 18.00	$ 2961.00

Bid Form (Continued)

BROADWAY STREET BIKEWAY
(OPEN MARKET)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
630	Ground Mounted Support, No. 2 Post, Hardware & Installation	110	L.F.	$ 8.65	$ 951.50
630	Sign & Support Assembly, Pole/Channel Post Mounted, Hardware & Installation	95	EA	$ 63.20	$ 6004.00
630	Removal of Pole/Channel Post Mounted Sign and Storage	2	EA	$ 27.00	$ 54.00
632	Covering of Pedestrian Signal Head	2	EA	$ 27.00	$ 54.00
632	Pedestrian Signal Head, (LED), Type D2	29	EA	$ 530.00	$ 15,370.00
632	Signal Cable, 3 Conductor, No. 14 AWG	200	L.F.	$ 1.75	$ 350.00
632	Pedestrian Pushbutton, As Per Plan	1	EA	$ 357.00	$ 357.00
632	Loop Detector	14	EA	$ 1080.00	$ 15,120.00
632	Loop Detector Tie-in	14	EA	$ 108.00	$ 1512.00
642	Removal of Pavement Markings	6,391	L.F.	$ 0.80	$ 5112.80
644	Center Line (double yellow) (4"-4"-4")	5,452	L.F.	$ 0.95	$ 5179.40
644	Stop Line (24")	723	L.F.	$ 5.95	$ 4301.85
644	Crosswalk Line (6")	2,341	L.F.	$ 0.75	$ 1755.75
644	Dotted Line (8")	622	L.F.	$ 1.10	$ 684.20
644	Channelizing Line (8")	9,621	L.F.	$ 1.10	$ 10,583.10
644	Edge Line (white)	7,194	L.F.	$ 0.50	$ 3597.00
644	Transverse Line, (white) (4")	424	L.F.	$ 0.50	$ 212.00
647	Pavement Arrows	2	EA	$ 189.00	$ 378.00
647	Bike Lane Arrow	69	EA	$ 97.00	$ 6693.00

Bid Form (Continued)

BROADWAY STREET BIKEWAY
(OPEN MARKET)
(FEDERAL CMAQ FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL
647	Bike Marking Symbol	98	EA	$ 189.00	$ 18,522.00
647	Bike Chevron	29	EA	$ 71.00	$ 2059.00
647	Speed Hump Markings	6	EA	$ 270.00	$ 1620.00
653	Topsoil Furnished and Placed (4")	60	C.Y.	$ 41.75	$ 2505.00
659	Seeding and Mulching	400	S.Y.	$ 3.95	$ 1580.00
810	Excavation and Backfill for 12" Pipe	75	L.F.	$ 49.90	$ 3742.50
821	Reinforced Concrete Pipe, 12"	75	L.F.	$ 13.35	$ 1001.25
830	Manhole, Type A	1	EA	$ 2619.00	$ 2619.00
831	Catch Basin, Type 3A	5	EA	$ 2029.00	$ 10,145.00
834	Connection, 12"	4	EA	$ 869.00	$ 3476.00
835	Plug, 12", Type C	1	EA	$ 378.00	$ 378.00
836	Manhole Adjusted to Grade	3	EA	$ 378.00	$ 1134.00
846	Valve Box Adjusted to Grade	4	EA	$ 162.00	$ 648.00
SPL	Contingency	1	LUMP	$ 35,000.00	$ 35,000.00

TOTAL BASE BID $ 279,886.10

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

ALTERNATE NO. 1
ASPHALT PAVING ON EB HARVARD BLVD.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
407	Tack Coat (.2GAL/SY)	140	GAL	$ 2.35	$ 329.00
ODOT 442	Asphalt Concrete Surface Course PG76-22M, 12.5MM, Type A (448) (3")	130	TONS	$ 141.00	$ 18,330.00
836	Catch Basin Adjusted to Grade	2	EA	$ 324.00	$ 648.00
836	Manhole Adjusted to Grade	2	EA	$ 378.00	$ 756.00
846	Valve Box Adjusted to Grade	3	EA	$ 162.00	$ 486.00

TOTAL ALTERNATE NO. 1 ASPHALT PAVING ON EB HARVARD BLVD. $ 20,549.00

ALTERNATE NO. 2
CONCRETE BUS PADS

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
202	Pavement Removed, (Asphalt on Concrete/Brick or Gravel)	165	S.Y.	$ 17.95	$ 2961.75
202	Concrete Bus Pad Removed	145	S.Y.	$ 16.25	$ 2356.25
202	Curb Removed	225	L.F.	$ 6.80	$ 1530.00
304	Aggregate Base	30	C.Y.	$ 46.65	$ 1399.50
451	Reinforced Concrete Bus Pad (10" MS Concrete)	310	S.Y.	$ 59.70	$ 18,507.00
609	Barrier Curb	225	L.F.	$ 25.15	$ 5658.75

TOTAL ALTERNATE NO. 2 CONCRETE BUS PADS $ 32,413.25

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.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	TOTAL $
TOTAL BASE BID	$ 125,948.00	$ 153,938.10	$ 279,886.10
TOTAL ALT. NO. 1 (ASPHALT PAVING ON EB HARVARD BLVD.)	$ 11,302.00	$ 9247.00	$ 20,549.00
TOTAL ALT. NO 2 (CONCRETE BUS PADS)	$ 16,206.00	$ 16,207.25	$ 32,413.25

The time of completion fixed by the City is June 1, 2016.

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."

NAME	ADDRESS
No other person or party other than the bidder is interested in this bid	

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name DOUBLE JAY CONSTRUCTION, INC

State of Incorporation OHIO

Name and Title of
Officers with Authority
to Sign Contract Ron Blair, President Randy Blair, VP

Lee Overturf, Assist VP

Home Office Address 25 Harrisburg Dr Englewood, Oh 45322

Local Address 25 Harrisburg Dr Englewood, Oh 45322

Telephone (937)832-3123 Fax (937)832-2596

E-mail ron@doublejayinc.com

Federal I.D.# 34-1184875

Dated this 21st day of Jan, 2016

Bidder: DOUBLE JAY CONSTRUCTION, INC
(Person, Firm, or Corporation)

By: _____

Title: RON BLAIR, PRESIDENT

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 $ _____

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

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

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

Signed and sealed at Dayton, Ohio, this _____ day of _____, 20_____.

_____

_____
Bidder

_____

_____
Surety

_____
Name of Insurance Agency

_____
Address of Insurance Agency

Telephone_____ FAX_____

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, RON BLAIR hereby certify that DOUBLE JAY
(print name – an Officer of the company)

CONSTRUCTION, INC meets the following Contractor requirements relating
(company)

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

[X] Comply with all City of Dayton income tax obligations and requirements

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

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

[X] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

By: _____
(signature)

Title: RON BLAIR, PRESIDENT

Date: JAN 21, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

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.}

LIFE INSURANCE

HEALTH INSURNACE

PENSION

VACATION

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

N/A

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

Brumbaugh Eng.
American Roadway Logistics
Reese Electric

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

STATE OF OHIO,
COUNTY OF MONTGOMERY ,ss:

RON BLAIR being duly sworn, deposes and states as follows:

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

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

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

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

   ☐ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(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: Ron Blair

Title: RON BLAIR, PRESIDENT

STATE OF OHIO,
COUNTY OF MONTGOMERY ,ss:

Sworn to before me and subscribe in my presence by RON BLAIR
this 21st day of Jan , 20 16

BARBARA BREWER, NOTARY PUBLIC
MY COMM. EXP. 03-05-17
STATE OF OHIO

Notary Public
my commission expires 3/5/2017

{00046535.DOC;1}

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE NOTARIZED AND SUBMITTED WITH BID FORM

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

RON BLAIR, being first duly sworn deposes and states that:

(1) He/she is PRESIDENT of
(owner, partner, officer, representative, or agent)

DOUBLE JAY CONSTRUCTION, INC that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 21st day of Jan, 2016.

BARBARA BREWER, NOTARY PUBLIC
MY COMM. EXP. 03/05/2017
STATE OF OHIO

NOTARY PUBLIC

My commission expires 3/5/2017

SIGNED Ron Blair, President

TITLE PRESIDENT

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he **has** ...., **has not** ...., participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has** ...., **has not** ...., filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. ***The Bidder must circle the appropriate "has or has not" above.***

BID BOND

AMOUNT $ 33,285.00

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

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

Signed and sealed at Dayton, Ohio this 21st day of January, 20 16.

Double Jay Construction, Inc.

By: Ron Blair

Ron Blair, Bidder President

Ohio Farmers Insurance Company

By: Nicole A Laber

Nicole A. Laber Surety Attorney-in-Fact

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401

Address of Insurance Agency

Telephone 937-228-4135 FAX 937-824-3265

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 06/04/2015
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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31,2014 that it has admitted assets in the amount of $2,595,105,375, liabilities in the amount of $692,655,841, and surplus of at least $1,902,449,534.

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

Financial Statement

Ohio Farmers Insurance Co.

December 31, 2014

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET
December 31, 2014
(in thousands)

Cash, cash equivalents and short term investments	47,970
Bonds	401,334
Stocks	1,829,192
Real estate	59,147
Agents' balances and uncollected premiums, net	118,519
Other admitted assets	138,943
Total admitted assets	2,595,105
Reserve for unearned premiums	159,968
Reserve for unpaid losses and loss expenses	282,227
Reserve for taxes and other liabilities	250,460
Total liabilities	692,655
Capital stock	0
Surplus	1,902,450
Total surplus	1,902,450
Total liabilities and surplus	2,595,105

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ...Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations

OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Sworn to before me this 11th day of February A.D. 2015.

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

NOTARIAL SEAL STATE OF OHIO

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/23/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **3413992 02**

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRENDA G. TAYLOR, MICHELLE A. DEMMITT, CONSTANCE COLLINS, JENNIFER L SALM, AMANDA L MORRIS, KATHERINE J. SCARBERRY, NICOLE A. LABER, NICHOLAS J. BERTKE, LISA DAWSON-KNIGHT, TYLER BERTKE, DEBRA BRUMMETT, JOINTLY OR SEVERALLY

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **23rd** day of **OCTOBER** A.D., **2015** .

Corporate Seals Affixed

SEAL — WESTFIELD INSURANCE COMPANY
SEAL — WESTFIELD NATIONAL INSURANCE CO.
OHIO FARMERS INSURANCE COMPANY — CHARTERED 1848

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

On this **23rd** day of **OCTOBER** A.D., **2015** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

NOTARIAL SEAL — STATE OF OHIO

David A. Kotnik

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of January A.D., 2016 .

SEAL — WESTFIELD INSURANCE COMPANY
SEAL — WESTFIELD NATIONAL INSURANCE CO.
OHIO FARMERS INSURANCE COMPANY — CHARTERED 1848

Frank A Carrino Secretary
Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

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: Broadway St Bikeway (NAME) Dayton, OHIO (LOCATION)

During the performance of this contract:

CONTRACTOR	ADDRESS	TELEPHONE / FAX
Double Jay Construction	25 Harrisburg Dr Englewood, OH 45322	(937)832-3123/832-2596

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

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

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

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

The required goals and timetables are as follows:

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

	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Ecomonic 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, condictions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

DOUBLE JAY CONSTRUCTION, INC. (Contractor)
certifies that:

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

LABOR
OPERATOR
CONCRETE FINISHER
PIPE LAYER
ELECTRICIAN
TRUCK DRIVER

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

WORKERS UTILIZATION REPORT

NAME OF PROJECT :***BROADWAY ST BIKEWAY***

(OPEN MARKET) (Federal CAMQ Funds)

To: SUPERVISOR OD CONTRACT COMPLIANCE
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100
Dayton, OH 45402
vicki.krapft@daytonohio.gov

Reporting Period : *January 2016*

Period Ending:

From: ***Randy Blair***
Company: ***Double Jay Construction, Inc***
Address: ***25 Harrisburg Dr***
Telephone Number: ***937-832-3123***

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW
AGGREGATE REPORTS OF WORKER UTILIZATION REPORTS FOR THIS PROJECT MAY BE MADE PUBLIC

1. Employee Name, Address, & last 4 digits of the SSN# (may be copied from the Certified Payroll Report)	Ethnic Group: HUD3	Two or More Races	White Non-Hispanic	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or	Gender: Male	Female	Trade	Classification: Journeyman	Helper	Apprentice	Trainee	Number of Hours Worked: 1st Week	2nd Week	3rd Week	4th Week	5th Week
Alexander, Cody A 604 Stitcher Rd Pleasanr Hill, OH 45359 (7303)			X					X		Labor	X				0	0			
Bodenmiller, Mark 2650 Rugged Hills Rd Casstown, OH 45312 (8408)			X					X		Labor/ Operator	X				0	0			
Bruggeman, Michael, 684 S State Rd 1 Dunkirk, IN 47336 (7385)			X					X		Operator/Concrete Finisher	X				0	0			
Coate, Corey, 899 Stichter Rd, Pleasant Hill, OH 45359 (9339)			X					X		Labor/ Operator	X				0	0			
Cooper, Casey, 604 Ohio St, Troy, OH 45373 (5269			X					X		Labor/ Operator	X				0	0			
Cooper, Joseph-686 Sodom Ballou Rd, Fletcher, OH 45326 (5883)			X					X		Labor	X				0	0			
Couch, Daniel 130 Vincent Ave, Troy, Oh 45373 (5920)			X					X		Labor	X				0	0			
Davis, Joe-888 Rangeline Rd Pleasant Hill, OH 45359 (8367)			X					X		Labor	X				0	0			
Duff, Zach 103 Franklin St Casstown, OH 45312 (1444)`			X					X		Labor	X				0	0			
Forsythe, Shannon-1204 Northbrook Ave, Troy, OH 45373 (1371)			X					X		Labor/ Operator	X				0	0			
Hewitt, Dallas 5585 Snodgrass Rd Fletcher, OH 45326 (7739)			X					X		Labor	X				0	0			
Long, Kelly-300 Steven St Covington, Oh 45318 (1890)			X					X		Labor/ Operator	X				0	1			
Reed, Jerry-1813 Kenningston Dr Dayton, Oh 45406 (9671)				X				X		Labor	X				0				
Scales, Samuel 105 E Worley Ave Dayton, OH 45414 (4429)				X				X		Truck Driver	X				0				
Schwieterman, Randy-1111 Ruby Lane Coldwater, OH 45828 (1072)			X					X		Labor/Concrete Finisher	X				0				
Stevenson, Robert James-119 W High St Pleasant Hill, Oh 45359 (5008)			X					X		Labor/Operator	X				0				
West, Gregory-6347 Copper Pheasant Dayton, Oh 45424 (3091)			X					X		Labor/ Operator	X				0				
Wickman, David -1519 Dean Circle Troy, OH 45373 (5992)			X					X		Labor/Concrete Finisher	X				0				

Instruction: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of

Workforce Goals	11.5% Minority	6.9% Female	10% HUD Section 3

Worker Utilization Report

NAME OF PROJECT: _____

REPORTING PERIOD: _____, 2014
(MONTH)

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100
DAYTON OH 45402
vicki.krapf@daytonohio.gov

FROM:	
COMPANY:	
ADDRESS:	
CITY/ST/ZIP:	
TELEPHONE:	
E-MAIL:	

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.
AGGREGATE REPORTS OF WORKER UTILIZATION FOR THIS PROJECT MAY BE MADE PUBLIC.

				Ethnic Group					Gender				Classificatio				# of Hours Wrkd			
Name of Employee and Address	Employee ID #	Address	HUD 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female	Trade	Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week

INSTRUCTIONS: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.

Workforce Goals:	11.5% MINORITY	6.9% FEMALE	10% HUD SECTION 3	Revised 20110202

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

BROADWAY STREET BIKEWAY

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 ☐	Joint Venture Bid ☐	Supply or Service Subcontract ☐	Construction Subcontract ☐	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	
Print Name:	RON BLAIR, PRESIDENT
Sign Name:	Ron Blair

Street Address	DOUBLE JAY CONSTRUCTION
	25 HARRISBURG DR
City/State/Zip	ENGLEWOOD, OH 45322

Revised 2/2014

WAIVER REQUEST DOCUMENTED ACTIVITY FORM Date: JAN 21, 2016

Project: BROADWAY ST BIKEWAY 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.	20	
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.	20	
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.	15	
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.	15	
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.	10	
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:** DOUBLE JAY CONSTRUCTION, INC	80	

Double Jay Construction, Inc
25 Harrisburg Dr
Englewood, Oh 45322
Phone 937-832-3123 Fax 937-832-2596

Ongoing Projects

Project	Location	Contract Amount	Contact/Owner/Reference	Brief Description	EST Date of Completion	% Complete
Treasure Island Marina & Park Improvements	Troy Ohio	$ 1,686,352.00	City of Troy Stan Kegley 250 S Garber Dr Troy, OH 45373	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs		
Improvement of Parks Facilities-PH 2	Various Parks Dayton Oh	$ 550,000.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Tennis Courts, Basketball Courts, ect		99.00%
Fairfield Park Entrance and Roadway Improvements	Fairborn, OH	$ 476,634.55	Lee Harris 44 W Hebble Ave Fairborn, OH 45324	Concrete, pavers, landscaping, asphalt		
Tipp City 2015 Water & Sanitary Improvements Walnut Ave	Tipp City Ohio	$ 699,898.00	Johyn Bodiker 260 S Garber Drive Tipp City, OH 45371	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs		100.00%
Holbrook Plaza	Dayton Ohio	$ 250,409.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs		100.00%
Cornerstone of Centerville	Centerville Ohio	$ 554,984.00	Oberer Consruction Tony Quinter 3475 Newmark Dr Miamisburg, OH 45342	Concrete, pavers, landscaping, asphalt		100.00%
Civic Commons Pond Edging Repair	City of Kettering	$ 449,948.00	City of Kettering Chad Ingle 3600 Shroyer Rd Kettering, Oh 45429 (937)296-2436	Pond Edging Repair		25%

Double Jay Construction, Inc
25 Harrisburg Dr
Englewood, Oh 45322
Phone 937-832-3123 Fax 937-832-2596

Recent Experience

Project	Contract Date	Location	Contract Amount	Contact/Owner/Reference	Engineer	Brief Description	Date Completed
New Entrance to Dayton Wright Brothers Airpot	8/26/14	Dayton, OH	$ 208,750.00	Lana Hamby 101 W Third ST Dayton, OH 45401		Concrete, pavers, landscaping, asphalt	9/2/2015
Black Oak South Improvements Phase 4B		Centerville, OH	$ 378,506.00	Mary Lou Pence, 100 W Spring Valley Rd Centerville, OH (937)433-7151		Concrete, pavers, landscaping, asphalt	3/31/2015
GRE-Dayton-Xenia Road		Beavercreek, OH	$384,808.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	4/19/2015
MOT-W Carrollton Intersection imprvements	4/27/15	W Carrollton Oh	$287,377.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	
MOT-Hillcrest SRTS	4/23/15	Dayton OH	$144,341.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing, pavement, curbs	7/13/2015
Tubman Sage and Revels	3/6/15	Dayton, OH	$1,156,340.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Water Main	9/27/2015
Gisey Avenue Water Main Improvements	11/7/14	Gilsy Avenue Dayton,)OH	$550,001.80	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Water Main	9/16/2015
Highview Hills Water Main Improvements	10/27/14	Highview Hills Dayton, Oh	$ 332,542.30	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Water Main	9/16/2015
Centerville Gateway Enhancement		Centerville, OH	$ 111,840.00	Douglas Spitler, 100 W Spring Valley Rd Centerville, OH (937)433-7151		Concrete, pavers, landscaping, asphalt	6/15/2015
Piqua-Troy/Troy-Urbana Intersection Realignment		Tipp City, OH	$ 762,361.00	Patrict Titterington (937)224-1725		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/12/2014
Downtown Utilities-Tipp City		Tipp City, OH	$ 3,200,000.00	City of Tipp City Ohio John Bodiker 937-669-8477		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/24/2015

Improvement of Parks Facilities	7/7/2014	$ 550,000.00	$550,000.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing. Tennis Courts, Basketball Courts, ect	
Creative Form Building Addition		Dayton	$ 749,941.00	Dayton Urethane/Bill Palmer 3337 N Dixie Dr Dayton, Oh 45414		Bldg, Hvac, Sprinklers, Electrical, Finishings,Loading Dock, Overhead Doors, Site Improvements	1/22/2015
MOT Stroop & Shroyer		Stroop & Shroyer Kettering OH	$738,418.35	Steve Bergstresser 3600 Shroyer Road Kettering OH 937-296-2404		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	12/31/2014
Wayne Ave TE	6/4/14	Dayton, OH	$ 283,145.00	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	
Versailles Safe Walk to School		Versailles, OH	$ 214,906.00	(937)497-0200		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	7/14/2014
Lathrem Senior Center Turnabout		2900 Glengarry Dr Kettering	$ 92,774.15	City of Dayton Dept of Public Works 101 W Third St Dayton, OH 45401		Concrete Improvements	12/20/2014
Recycling & Reseach Site Improvements		2550 Sandridge Dr Moraine, Oh	$193,538.00	William Horst Mont County 2550 Dandridge Dr Moraine, OHIO 45439 937-496-3080		Concrete Improvements	9/21/2014
GRE-CR25 Grange Hall RD TE		Grange Hall & Pentagon Blvd Beavercreek, Oh	$253,094.00	Jeff Moorman 1368 Research Park Dr Beavercreek, OH (937)427-5513		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/15/2014
Miami County Storm Sewer		Peters Rd Miami County	$ 45,000.00	Miami County		Storm Sewer Improve ments	7/31/2013
Tipp City County Rd 25A Rt Turn Lane		County Rd 25 A Tipp City	$ 57,903.00	City of Tipp City 260 S Garber Tipp City, OH 45371John Crusey, City Mgr (937)667-6305		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	9/24/2013
Tartan Market & Bldg 20 Entrance		Dayton, OH	$ 210,177.00	Sinclair Community College 444 West third Street Dayton, Ohio 45402 (937)512-3020		Replace pavers, concrete and drainage	11/30/2012
Safe Routes to School MOT-Fairview	2-25-103	Fairview High Scool City of Dayton	$ 139,282.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing, pavement, curbs	12/31/2012

Ottawa Yards Parking Lot Improvements		Monument Ave Dayton, Oh	$ 668,869.00	City of Dayton (Lisa Moell) 101 West Third St Dayton, OH 45401 (937)333-3831		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	11/30/2012
Xenia Bike Spur Enhancement		Miami Ave Xenia, Oh	$ 325,808.55	City of Xenis (Lisa Waters) 966 Towler Road Xenia, OH 45385 (937)376-7265	Dave Weinandy, PE, Division of Engineering 937-333-5513		10/31/2012
Wayne Street Streetscape		Wayne St Piqua, OH	$351,000.00	City of Piqua (amy Havenar) 207 W Water St Piqua, OH 45356		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	11/15/2012
WAR-IR 75.0.38		I 75 & Sr 63 Monroe, OH	$ 1,032,228.00	ODOT District 8 Mark J Wilson, PE 505 South State Route 74 Lebanon, OH 45036		Clearing, Overpass Fence, Brick Columns, Lighting, Irrigation, and Landscaping	10/31/2012
MIA US 36-10.77		ST Rte 36 Piqua, Oh	$2,154,502.00	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing, Milling, Asphalt, Waterworks, Sewers, Retaining Wall	10/15/2011
DAR-LR-Tri-Village Schools		New Madison, OH	$ 308,070.00	ODOT/ District 7 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing. Sidewalks & Curbs, Catch Basins , Asphalt , Crosswalks, Signs	10/15/2011
SHE-LR/State Streer		State Strret Botkins, Oh	$ 439,192.88	ODOT/ District 7 Mark Schilling 1001 Saint Mary's Avenue Sideny, OHIO 45365 937-570-6622		Clearing & Grubbing,Concrete remove & Replace, Asphalt	10/31/2011
Neighborhood Parks Reconstruction Group 2		Various in Kettering, Ohio	$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494		Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , retaining wall, ect	11/1/2011
North West St		Village of Versailles	$ 1,113,720.00	Randy Gump, City Manager 177 North Center Street Versailles, OHIO 45380 Phone 937-526-3294 Fax 937-526-4476		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves,Bridge Railings and Granite work ect	
West Stroop Road		City of Kettering	$ 429,965.00	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Ohio 45429 937-296-2436		Clearing & Grubbing,Concrete remove & Replace, Asphalt	
Neighborhood Parks Reconstruction Group 1		Various in Kettering, Ohio	$ 1,196,220.00	City of Kettering Rob Baker 2699 Acorn Dr Kettering, Oh 45429 937-296-2494		Install splash park, Playground, Shelters, Clearing & Grubbing, remove and replace asphalt, catch basins , ect	4/18/2011

							6/5/2011
Sr48/Wenger RD Intersection Improvement		Englewood, OH	$ 319,732.00	City of Englewood/Al Butler 937-836-5106		Clearing & Grubbing,Concrete remove & Replace, Asphalt	5/27/2011
Black Oak South Improvement		Brainard Woods Centerville, OH	$ 27,576.00	City of Centerville/ John Sliemers 937-428-4727		Clearing & Grubbing,Concrete remove & Replace, Asphalt	12/3/2010
MOT-Vandalia Streetscape		ODOT	$ 952,200.34	ODOT/ District 7 Mark Schilling 937-570-6622		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, lighting	12/5/2010
Old North Dayton transportation Enhancement		Valley & Keowee-Dayton, Oh	$ 761,620.00	City of Dayton Pat Jones (937) 333-3803		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	5/13/2011
Gibbons Road Phase 2		West Carroliton, Oh	$ 284,830.00	Maureen Parsons 300 E Central Avenue West Carrollton, Oh 45449 (937)847-4662		construction of Retaining WallClearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/16/2010
Ward Park Swimming Pool		Village of Versailles	$ 365,436.00	Village of Versailles - Randy Gump (937)526-3294		Swimming Pool and Spray Park	7/11/2010
Greenville Public Square		Main & Broadway Greenville, Oh	$ 622,971.00	Joy Rodenburgh 100 Public Square Greenville, Oh 56332		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	5/21/2010
ODOT 09-0308		Various locations in Riverside, Oh	$ 255,956.45	ODOT/ District 7 Joshua Bowman (937) 312-3876		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009
Tech Town Infrastructure Improvements		Webster & Monument	$ 679,176.00	City of Dayton Lana Hamby (937) 333-3803	Dave Weinandy, PE, Division of Engineering 937-333-5513	Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	7/31/2009
Kroc Center Infrastructure Improvements		Dayton, Oh	$ 446,174.40	City of Dayton Patricia Jones (937) 333-3804		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	6/30/2009
Site Improvements -Mont Co Development Center		Huber Heights	$ 95,050.00	State Architects Office/Oregon Group Architects Kyle Zepernick (937) 228-1511		Concrete remove & Replace, Asphalt	6/30/2009
Acorn Dr		Kettering, Oh	$ 388,866.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429		Concrete remove & Replace, Asphalt	6/300/9
Delaine Avenue Safe Routes to School		Kettering, Oh	$ 157,165.00	Pat Siefert 3600 Shroyer Road Kettering, Oh 45429		Concrete remove & Replace, Asphalt	4/30/2009

Park Avenue Streetscape		Oakwood, Oh	$ 106,571.00	Kevin Weaver 30 Park Avenue Dayton, Oh 45419		Concrete remove & Replace, Asphalt	5/30/2009
							4/30/2009
Cox Arboretum Entrance		6733 Springboro Pike Dayton, Oh 45449	$ 121,000.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275-7275		New Curbs, New Entrance, Landscaping	5/30/2009
Beavercreek Intersection Improvement		Indian Ripple @ Woodcroft	$351,194.00	John Woltja 1368 Research Park Beavercreek, Oh 937-427-5544		Drainage, Concrete, Intersection Improvement	4/30/2009
Harvard Boulevarde Storm Sewer Replacement		Harvard & Catalpa Dayton, Oh	$ 220,655.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh		Storm Sewer Replacement, Excavation	9/30/2008
hird & Jefferson Radius Improvement		3rd & Jefferson, Dayton, Oh	$ 21,545.00	City of Dayton Dan Blair 101 W Third St Dayton, Oh		Excavation, Concrete	11/30/2008
Middletown Hand Carried Boat Ramp		St Rt 73 Lemon Twnshp	$ 44,536.00	Vicki Test Miami Conservancy District 38 East Monument Ave Dayton, Oh 45402 937-223-1271		Excavation, Concrete, Handrail	11/30/2008
Friendship Park		3& Edwin C Moses Blvd Dayton, OH	$ 107,226.00	City of Dayton Dave Weinandy 101 W Third St Dayton, Oh			12/3/2008
Monroe Veterans Memorial		Main St & Rte 63 Monroe, Oh	$ 69,100.00	CDS Associates Gary Harsh, R.A. 11120 Kenwood Rd Cincinnati, Oh 45242 (513) 791-1700		Monument & Flagpole	12/3/2008
Wegerzen Garden		1301 E Siebenthaler Dayton	$ 233,700.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275-7275		Entrance Area	6/24/2008
Gateway Intersection Enhancement		Salem & Catalpa	$ 368,650.00	DaytonReserves, LLC & Citywide Development 8 North Main St Dayton , Ohio 45402 Katie Helldoerfer 937-853-2520		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	11/20/2008

2nd St Storm Improvement Project		Second & Webster, Dayton, Oh	$ 99,597.00	Rick Dailey, City of Dayton Dept of Engineering 320 West Monument Ave Dayton, Oh 45402		Imrovement of Storm Sytem	6/8/2008
Kettering, Oh		Far Hills to Marchester, Kettering	$ 90,301.65	City of Kettering Joe Roller 3600 Shroyer Rd Kettering, Oh 937-296-2436		Segmented Retaining WallSidewalk Repair & Replace	7/10/2008
Visitor Center		Cariiage Hill MetroPark	$ 142,925.00	Five Rivers MetroParks 1375 E Siebenthaler Ave Dayton, Oh Jennifer Grusenmeyer 937-275-7275		Renovation of plaza area	5/8/2008
St Rt 48 Phase 3		City of Englewood	$ 705,972.00	City of Englewood/ Eric Smith City Mgr 937-836-5106		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	8/20/2008
ODOT St Rt 119		Village of Anna	$ 737,556.00	Odot- Village of Anna District 7 David Ley 937-492-1141		Renovation of street, sidewalk, lighting, streetwork, concrete, paving, landscaping	3/8/2008
Orchardly Park		City of Oakwood	$429,500.00	City of Oakwood		Park Improvement, Water Park area, Playground Equipment	10/7/2008
Centerville Pedestrian Accessibility 2008		Centerville, Oh	$43,897.00	John Sliemers-Assitant City Engineer 937-428-4727		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect	1/8/2008
Trotwood Street Beautificatiom		Salem & Turner Rd Trotwood, Oh	$84,615.00	Charles Daughrtry City of Trotwood 3035 N Olive Rd Trotwood, Oh 45426 937-477-0220		Intersection Improvement	3/8/2008
Stivers School for the Arts New Track & Soccer Field		Fifth St Dayton, Oh	$24,380.00	Scott Bruce, RDQM 937-220-9349/Fax 220-9352		Soccer Field, Wall	7/7/2008
Five Rivers MetroParks Pavillion Renovation		Monument Ave Dayton, Oh	$55,900.00	Paul Williams 937-277-4831		Renovation of two restrooms	
Concord Township, Garage Addition & Renovation		1150 Horizon West, Troy, Oh	$ 279,640.00	Candice Goodall, Arch. 937-335-1579		Concrete work, Construction of metal building, lighting & electrical	
Hillcrest & Barron St Improvement		City of Eaton	$ 101,982.00	City of Eaton John Ferriell 937-456-4125		Street Improvement	
MWF Playground		Miami County Whitewater Forest Harbor 900 Hope Dr-Harrison, Oh	$229,590.00	Hamilton County Park District 10245 Winton Rd Cincinnati, Oh Sally Bauer, Park Planner 513-521-7275		Playground Installation	

Washington Twnshp Sidewalk And Curbs		Washington Township	$66,716.50	Wash. Twnshp Diane Smith Dept Sec 937-433-0796		Sidewalk and Curbs
Tipp City Streetscape		Main St from Tippecanoe to Canal St	$1,056,494.69	John Bodiker 937-669-8477		Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect
City of Miamisburg Gateway		Downtown Miamisburg	$ 362,518.99	Bob Stanley/John Weithofer 937-847-6531		Concrete, pavers, landscaping, asphalt

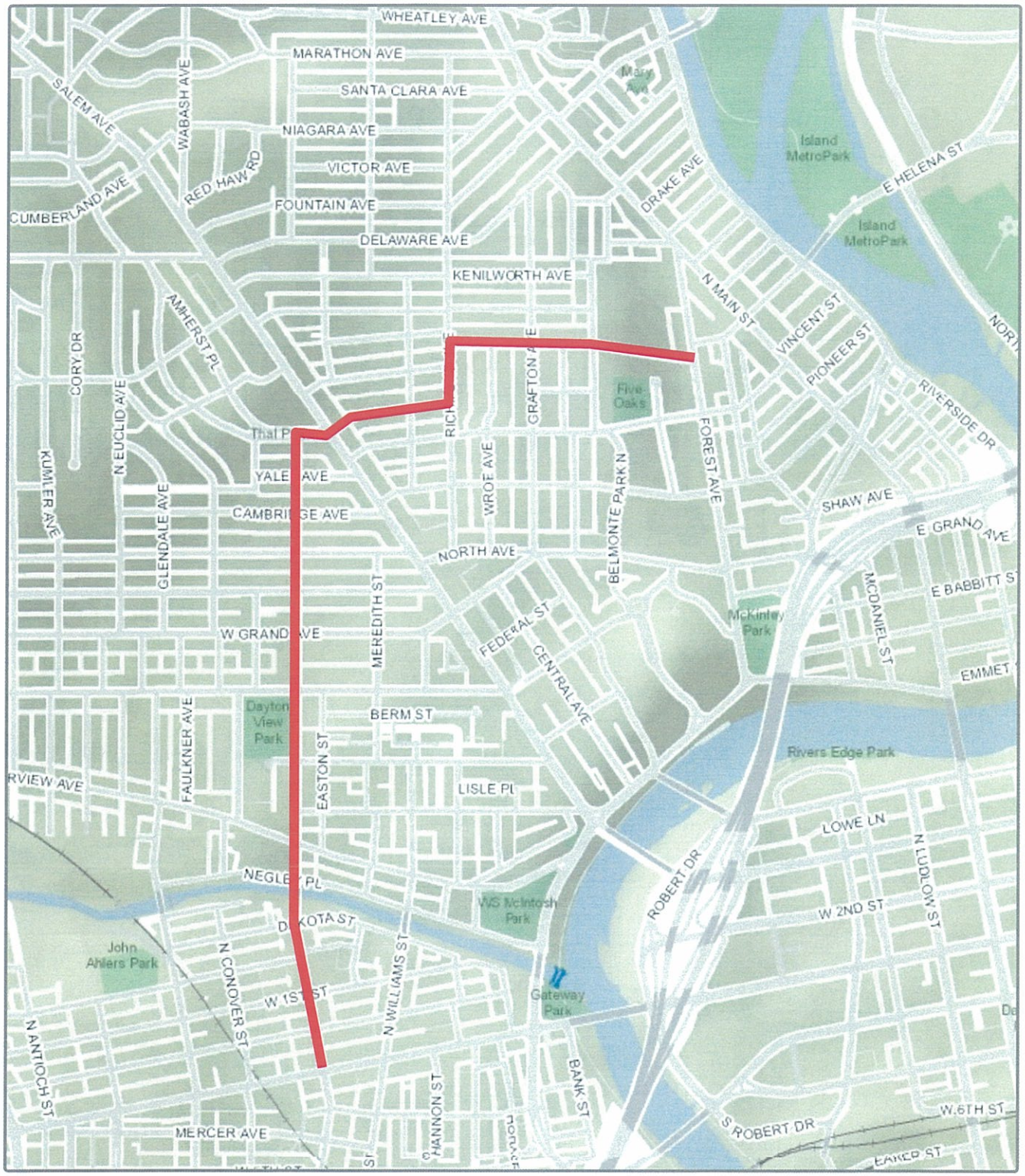
Double Jay Construction, Inc
25 Harrisburg Dr
Englewood, Oh 45322
Phone 937-832-3123 Fax 937-832-2596

Prior Experience

Project	Location	Contract Amount	Contact/Owner	Brief Description
City of Dayton- Five Oaks & Stuart Patterson Spray Parks	Five Oaks, Stuart Patterson, & Walnut Hills Spray Parks	$169,200.00	Dave Weinandy, PE, Division of Engineering 937-333-5513	Conversion of wading pools into water spray areas. Emollition and backfill of existing pools, installation of splash park water elements, including footers, electrical work, storm and sanitary sewers, plumbing work , sodding, ect
Beavercreek Park Project	Lofino Park, Virgalito Park, Creekside Park	$162,855.00	John Woltja-Engineering Dept 937-427-5513	Pathway Improvements, parking areas, SR 835 ramp connector
Centerville Pedestrian Accessibility-2007	Centerville, Oh	$64,939.00	John Sliemers-Assitant City Engineer 937-428-4727	Clearing, grubbing,Removal & disposal of pavement curb ect, Construction, repair or reconstruction of manholes, catch basins, inlet water valves, ect
Chabad of Greater Dayton	2001 Far Hills Ave Dayton, Oh 45419	$ 33,000.00	Chabaad	Playground Installation
Good Samaritan Hospital - Parking Lot & Fence	Salem Ave & Philadelphia Dr	$ 150,000.00	Good Samaritan Hospital	Parking lot & Fence
City of Troy Levee Improvement	Great Miami River between Market St & Adams St	$ 357,921.00	City of Troy 100 S Market St Troy, Oh 45373	Levee Improvement
City of Eaton-Richmond Water Main replacement	Richmond Pike St Rt 122 Eaton, Oh	$ 186,418.00	City of Eaton 328 S Main St Eaton, Oh 45320	Water Main Replacement
City of Englewood 2006/2007 Rt 48 Improvement Phase II	RSt Rt 48	$ 989,000.00	City of Englewood, Eric Smith, City Manager 937-836-5106 Fax 937-836-7426	Street Improvement, Lighting, Concrete, Stonework, Decorative Fencing
Columbus Equipment - 2006	New Building Huber Heights	$ 697,575.00	Mike Early 937-879-3154	Construction of new building
Village of Versailles (2002)	Versailles Downtown Streetscape	$ 1,404,533.00	Randy Gump City Manager Phone 937-526-3294 Fax 937-526-4476	Renovation of street, sidewalks, lighting, street work, concrete, pavers
Greene County Career Center Phase I	Greene County Career Center Xenia, Oh 45385	$ 2,177,139.00	Charles Stewart @ Turner Construction	
Ohio State Highway Patrol	Hoke Rd Clayton, Ohio	$ 1,262,522.00	Dan Rachardt of Ohio State Hwy Patrol	
Centerville Schools	Maintenance Building	$ 180,000.00	Rick Heyne 937-225-4667	
Kettering Skate Park	Indian Ripple Park 2801 Stroop Rd Kettering, Oh	$ 481,000.00	Reid Spalding - Facilities Director- City of Kettering	
Wright Dunbar Business District Parking Lots	1105 W Third St Dayton, Ohio	$ 679,691.00	Rob Pinchot Wilcon Corp	
Cityof Piqua- Streetscape	Wayne St & Main St Piqua, Oh	$ 611,500.00	Chris Schmiesing 937-778-2044	Renovation of Streets, concrete, pavers, sidewalks, pipes
Montgomery County Childrens Service	Childrens Services	$ 1,064,600.00	Rick Heyne 937-225-4677	Parking Lot, pipe, asphalt, concrete
Island Park	Helena Street Dayton, Oh	$ 1,117,364.00	Montgomery County Five rivers Metro Park	Renovation of entire park
Springboro Library	125 Park Lane Springboro, Oh	$ 292,147.00	Franklin Public Brd of Trustees. Franklin, oh	Addition to Library
New Office Building	35 Commercial Way Springboro, Oh	$ 265,925.00	Jeff Laurito-Attorney	Build New Law Office
Jergens Tool & Mold	155 Harrisburg- Englewood, Oh	$ 303,900.00	Ernest Jergens	Build New Addition to existing offices and factory

Yankee Park Noon Optimist Shelter	7500 Yankee St Centerville, Oh	$ 87,714.00	Centerville Wshington Park District. Centerville, Oh	New Shelter
Lindsey Steel	301 Shotwell Dr Franklin, Oh	$ 812,394.00	Miami Valley Steel. Piqua, Oh	New Building
Hobart Government Center	501 W Main St Troy, Oh		Miami County 201 W Main St Troy, Oh	New Building
Huber Heights NEP Center	Orchardly St - Oakwood. Oh	$ 104,846.00	City of Oakwood 30 Park Ave Oakwood, Oh	Renovation of Tennis Courts

BROADWAY STREET BIKEWAY



City of Dayton
Geographic Information System

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 = 1363 feet
1/28/2016

BACK

7.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 17, 2016

FROM: Aviation/Administration & Finance
Department/Division

Code 51000-3213-23203-43
51000-3213-23395-43

Fund Title Aviation Operating

(CHECK ONE)

Amount $ $45,000/5 yrs.; $188,260/20 yrs.
$2,790,000/5 yrs.; $12,205,180/20 yrs.

☐ Purchase Order ☑ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☐ Award of Contract ☐ Payment of Voucher

☐ Other

Revenue to the City

Supplier/Vendor/Company/Individual:

NAME PSA Airlines, Inc.

ADDRESS 1000 Rosedale Ave., Suite C

Middletown, PA 17057

Justification and description of purchase, contract or payment:

Maintenance Facility And Hangar Lease

The Department of Aviation requests permission to enter into a Maintenance Facility And Hangar Lease ("Lease") between the City of Dayton ("City") and PSA Airlines, Inc. ("PSA") at the Dayton International Airport ("Airport").

The City and PSA entered into a ground lease effective August 7, 1996 titled "Ground Lease Located on Cargo Road at the Dayton International Airport" ("1996 Lease") for the lease of 90,000 square feet of real property at 3751 Cargo Road to support the construction of an aircraft maintenance hangar at the Airport. The City and PSA entered into a Development Agreement, Exhibit D of the Lease, effective May 6, 2015 for the construction of an additional 77,500 square foot aircraft hangar and maintenance facility at the Airport. Under this Lease, the new hangar and maintenance facility (Project A-building lease) and the existing hangar (Project B-ground lease) will be connected and share a mailing address, therefore the combined premises have been included within this Lease.

The terms and rental rates for Project A and Project B have been incorporated into this Lease: Project A (annual rents) – Years 1-5 $558,000, Years 6-10 $591,480, Years 11-15 $626,969, Years 16-20 $664,587; Project B (annual rents) – Years 1-5 $9,000, Years 6-10 $9,270, Years 11-15 $9,548, Years 16-20 $9,834. This Lease shall be effective for a period of twenty (20) years, commencing on the date of Beneficial Occupancy, unless terminated earlier in accordance with the provisions of this Lease. This Lease may be renewed for two (2) additional six (6) year periods in accordance with Article VII, section B of the Lease.

The Department of Law has reviewed and approved the Lease for form and correctness. Certificates of Revenue are attached.

Approved Affirmative Action Program on File ☐ Yes ☐ No ☑ NA

Approved by City Commission

Division

Clerk

Department

Date

City Manager

FORM NO. MS-16

MEMORANDUM

February 5, 2016

TO: Shelley Dickstein
City Manager

FROM: Terrence G. Slaybaugh
Director of Aviation

SUBJECT: Lease Agreement For An Office Building, Training Facility, And Dispatch Building Addition

The Department of Aviation has submitted a City Manager Report for the February 17, 2016 City Commission Calendar seeking approval of a Lease Agreement For An Office Building, Training Facility, And Dispatch Building Addition ("Lease") between the City of Dayton ("City") and PSA Airlines, Inc. ("PSA") at the Dayton International Airport ("Airport"). The following three Lease Agreements will be combined under this new Lease:

1. Lease Agreement for an Office Building that was approved by the Dayton City Commission on January 12, 2011 ("2011 Lease"). Under the 2011 Lease, PSA leases a 19,148 square foot Office Building located at 3400 Terminal Drive.
2. Lease Agreement for a Training Facility that was approved by the Dayton City Commission on April 11, 2012 ("2012 Lease"). Under the 2012 Lease, Phase 1 – PSA leases 9,500 square feet of office space; Phase 2 – PSA leases 12,100 square feet of training space and 1,600 square feet of simulator space, located at 3330-A Terminal Drive.
3. Lease Agreement for a Dispatch Building Addition that was approved by the Dayton City Commission on August 20, 2014 ("2014 Lease"). Under the 2014 Lease, PSA leases a 7,500 square foot Dispatch Building Addition located at 3330-A Terminal Drive.

Under this new Lease, all terms and rental rates have been incorporated:

1. 2011 Lease – Annual Rents (Office Building)
   Years 1-5 $24,000, Years 6-10 $24,720, Years 11-15 $24,998, Years 16-20 $25,748;
2. 2012 Lease Phase 1 – Annual Rents (Training Facility – Office Space)
   Years 1-5 $19,665, Years 6-10 $20,255, Years 11-15 $21,268, Years 16-20 $22,231;
   2012 Lease Phase 2 – Annual Rents (Training Facility – Training/Simulator Space)
   Years 1-5 $17,947, Years 6-10 $18,485, Years 11-15 $19,039, Years 16-20 $19,610;
3. 2014 Lease – Annual Rents (Dispatch Building Addition)
   Years 1-5 $33,600, Years 6-10 $34,608, Years 11-15 $35,646, Years 16-20 $36,715.

This Lease shall commence upon the Effective Date and shall terminate on January 31, 2020. PSA may renew this Lease for three (3) terms of five (5) years each upon giving twelve months advance written notice to the City. Under the terms of this Lease PSA will be provided rent credits to offset costs they incurred for repairs to the Office Building, as describe in Article VII, section B of this Lease.

If you have any questions or need additional information, please call me at 454-8212.

TGS/cl

C: Mr. Earley, Mr. Parlette, Mr. Turner, Mr. Homan, Ms. Long

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue 23203 Program 43

Contract Information: Contract Start Date *see below Contract Expiration Date *see below

Billing Information: Rate: $750.00 Arrears Pre-bill X

Monthly (1st month of billing) *TBD

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date *TBD Rate Change Amount $772.50

Description of Services (wording on invoice):

Lease of Ground at Dayton International Airport (3571 Cargo Road Hangars – Project B)

90,000 SF @ $0.10 PSF/year = $9,000.00

*Initial 20-year Term starts with TBD beneficial occupancy of Project A Hangar, with rate increases at Years 6, 11, and 16 ($0.103 PSF/year; $0.106 PSF/year; $0.109 PSF/year, respectively)

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1334-17 Auditor Date 2/1/2016

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 2·2·16

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue 23395 Program 43

Contract Information: Contract Start Date *see below Contract Expiration Date *see below

Billing Information: Rate: $46,500.00 Arrears Pre-bill X

Monthly (1st month of billing) *TBD

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date *TBD Rate Change Amount $49,290.00

Description of Services (wording on invoice):

Lease of Building at Dayton International Airport (3571 Cargo Road Hangars – Project A)

77,500 SF @ $7.20 PSF/year = $558,000.00

*Initial 20-year Term starts with TBD beneficial occupancy with rate increases at Years 6, 11, and 16 ($7.63 PSF/year; $8.09 PSF/year; $8.58 PSF/year, respectively)

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1334-16 Auditor Date 2/1/2016

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 2·2·16

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue * Program 43

Contract Information: Contract Start Date 1/1/2015 Contract Expiration Date 12/31/2036

Billing Information: Rate: N/A Arrears X Pre-bill

Monthly (1st month of billing) January

Quarterly (1st month of quarter) March/June/Sept/Dec (Water/Sewer)

Semi-annual (1st month of half) January/June (Property Taxes)

Annual (1st month of billing) May (Mont. Co. Property Charge)

Other (explain)

Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

*23204 - Water & Sewer Charges at Dayton Intl. Airport;

*23207 - Cost of Property Taxes at the Dayton Intl. Airport;

*23207 - Montgomery County Property Charge

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1334-18 Auditor Date 2/1/2016

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 2.2.16

MAINTENANCE FACILITY AND HANGAR LEASE

(PSA Airlines, Inc.)

This **MAINTENANCE FACILITY AND HANGAR LEASE**, ("Lease"), is made and entered into this 14th day of January, 2016, ("Effective Date") between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio and PSA Airlines, Inc. ("Lessee"), a Pennsylvania corporation authorized to conduct business in the State of Ohio.

WITNESSETH THAT:

WHEREAS, Lessor is the owner and operator of the improved real property, known and referred to as the James M. Cox Dayton International Airport ("Airport"), situated in the City of Dayton, Counties of Montgomery and Miami, State of Ohio; and

WHEREAS, Lessee is engaged in the business of providing air transportation relating to persons, property, cargo, and mail; and

WHEREAS, Lessor and Lessee entered into a ground lease effective August 7, 1996 titled "Ground Lease Located on Cargo Road at the Dayton International Airport" ("1996 Lease") for the lease of 90,000 square feet of real property at 3751 Cargo Road to support the construction of an aircraft maintenance hangar at the Airport; and

WHEREAS, The existing hangar that was constructed pursuant to the 1996 Lease is currently in use by Lessee for the storage and maintenance of aircraft owned by Lessee; and

WHEREAS, Lessor and Lessee entered into an agreement effective May 6, 2015 for the construction of an additional aircraft hangar and maintenance facility at the Airport ("Development Agreement"); and

WHEREAS, Lessee desires to lease a new 77,500 square foot hangar and maintenance facility, adjacent to the existing maintenance hangar, at 3751 Cargo Road to accommodate the growing number of aircraft located and serviced at the Airport; and

WHEREAS, As the existing hangar and new hangar and maintenance facility will be connected and share a mailing address, Lessor deems it advantageous to itself and the operation of the Airport to lease the combined premises pursuant to one lease agreement as herein described, and all new improvements thereon to Lessee under the terms and conditions of this ("Lease") as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, IT IS AGREED AS FOLLOWS:

ARTICLE I – DESCRIPTION OF LEASED PROPERTY

A. Throughout this Lease the hangar to be constructed pursuant to the Development Agreement shall be referred to as "Project A" and the hangar constructed pursuant to the 1996 Lease shall be referred to as "Project B".

B. Throughout this Lease the term "Premises" shall mean to the real property and improvements leased for Project A together with the real property leased for Project B. The Premises is depicted in the attached Exhibit A.

C. Project A and Project B will share the address of 3751 Cargo Road.

D. Lessee shall have the exclusive use of all parking spaces situated near the Premises as identified in the attached Exhibit B.

E. PROJECT A

Commencing on the date Lessee receives a Certificate of Occupancy or Temporary Certificate of Occupancy ("Beneficial Occupancy") Lessor will lease the real property and improvements that constitute a 77,500 square foot Hangar and Maintenance Facility. The interior layout of the 77,500 square foot Hangar and Maintenance Facility is depicted in the attached and incorporated Exhibit A-1.

F. PROJECT B

Lessee shall lease the real property depicted in the attached Exhibit A-2 and further described as a 90,000 square foot site located at 3751 Cargo Road.

ARTICLE II – USE OF PREMISES

A. Lessee agrees that the Premises may only be used for airplane storage, office and maintenance purposes, including without limitation, maintenance of Lessee's ground support equipment ("Permitted Uses"), for the benefit and use by Lessee and/or subsidiaries and affiliates of American Airlines Group, Inc. No other use of the Premises shall be permitted unless Lessor's Director of Aviation approves such alternative use(s) in writing.

B. Lessee shall not at any time cause the Premises to become vacant for more than ninety (90) days without the prior written consent of Lessor unless such vacancy is the result of force majeure, fire or other damage or other such event beyond the reasonable control of Lessee.

C. Lessee shall not do or permit anything to be done on or about the Premises which will in any way conflict with any applicable and legally enforceable law, ordinance, rule or

regulation issued by any competent governmental authority; or allow the Premises to be used for any improper, immoral or unlawful purpose.

ARTICLE III – FEDERAL REQUIREMENTS

Lessee shall comply with the following provisions:

A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance, provided that no such development shall render the Premises unusable to Lessee for its Permitted Uses, reduce the number of parking spaces available to Lessee or adversely affect access to the Premises. (For purposes of this Lease, "Landing Area" means those portions of the Airport providing for the landing, taking off and taxiing of aircraft, including without limitation, approach and turning zones, avigation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith).

B. Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the Landing Area of the Airport and all publicly-owned facilities of the Airport.

C. The Lease shall be subordinate to the provisions of and requirements of any existing or future agreements between Lessor and the United States, relative to the development, operation, or maintenance of the Airport.

D. Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

E. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace.

G. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein leased to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of

14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

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

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

ARTICLE IV - RIGHTS AND OBLIGATIONS OF LESSEE

A. Lessee shall have no right to conduct the carriage of passengers or cargo by air under this Lease. Any such right to use the airfield may only be granted through a separate written instrument between Lessor and Lessee.

1. Project A

Commencing at Beneficial Occupancy, all maintenance of the Project A site and improvements shall be at Lessee's expense unless such maintenance is covered by a warranty. Prior to Beneficial Occupancy all maintenance and construction expenses are the responsibility of Lessor. Except as otherwise provided in Article VIII, Lessee shall, at its expense, provide for the maintenance of Project A improvements, which maintenance activities include, but are not limited to:

a. Complete custodial and janitorial service;
b. Complete interior maintenance and repairs, including, but not limited to all doors, including personnel and overhead doors, plumbing and electrical repairs, replacement of fixtures;
c. Maintenance of all utility lines serving the Premises to lease line or metering point, whichever is larger;
d. Maintenance, testing and service of the fire suppression system in accordance with applicable codes and, with the exception of the initial certification prior to Beneficial Occupancy, obtaining all necessary certifications;
e. Maintenance, test and service of the fire alarm system serving the facility to the lease line and, with the exception of the initial certification prior to Beneficial Occupancy, obtaining all necessary certifications;

f. Snow and Ice removal from the entrance area to the Premises and the sidewalk leading to and extending along the Lessee's designated parking spaces and general snow removal in the parking area;
g. Complete maintenance and repair and replacement of the roof, heating and air conditioning; and
h. Maintenance, repair/replacement of the storm and sanitary sewers, including stopped up toilets, sinks and the like.

2. Project B

Lessee shall, at its expense, provide for the complete and proper maintenance of the Project B site and improvements including, but not limited to:

a. Vehicular parking and entrance drive snow removal, lighting repair, brooming, striping, sealing, replacement and overlay of all surfaces as required;
b. Maintenance of all utility lines serving the facility to lease line or metering point, whichever is larger;
c. Maintenance of storm drainage structures and storm lines serving the facility and maintenance of oil separators in storm and sanitary sewer lines serving the facility;
d. Maintenance, test and service of the fire suppression system in accordance with applicable codes; and
e. Maintenance, test and service of the fire alarm system serving the facility to lease line.

B. Lessee shall obtain from all authorities having jurisdiction over the business and operations of Lessee on the Premises, including, but not limited to, the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), U. S. Environmental Protection Agency ("EPA"), Ohio Environmental Protection Agency ("OEPA"), and state and local building and fire protection agencies, all licenses, certificates, permits or other authorizations which may be lawfully required for the conduct of its business and operations upon the Premises or necessary to comply with any requirements of this Lease or in the exercise of any right or obligation granted herein Lessee, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies, which may be available to Lessee regarding any dispute or contest related to any authorizations required.

C. The storage, handling and disposal of all Hazardous Materials, as defined by federal, state and local laws, shall be in compliance with all applicable licenses, permits, certificates or other authorizations obtained by Lessee or Lessor and in compliance with all applicable federal, state and local laws governing the storage, handling and disposal of same.

D. Lessee shall repair or pay for any and all damages to Lessor and its property caused by any wrongful or negligent act or omission of Lessee, its agents, employees and/or contractors arising out of the use or occupancy of the Premises or in the exercise of any right or obligation granted herein.

E. Lessee shall, at its expense, provide and use suitable covered receptacles for the storing of all trash, garbage and other refuse created in the conduct of its business or operations upon the Premises or arising from Lessee's exercise of any right or obligation under this Lease. Lessee shall, at its expense, provide for the complete, proper and routine removal and disposal away from the Airport of all refuse generated from the activities on the Premises. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

F. Lessee, its agents, employees, patrons, guests, invitees and suppliers of service or furnishers of materials shall have the unrestricted right of ingress to and egress from the Premises and shall have the right in common with others to use the public roadways serving the Airport.

G. Lessee shall have all utility accounts, exclusive of water and sewer utility services, that serve the Premises placed in Lessee's name and shall pay, while this Lease is effective, all utility charges (i.e. telephone, natural gas and electric) directly to the utility companies or municipalities providing such utility services or as otherwise required by the utility service provider. Lessee agrees to notify Lessor immediately upon termination of any utility account; and Lessor may, at its option, after ten (10) days prior written notice to Lessee, place such terminated utility account in its name. In the event Lessor, willingly or otherwise, assumes the responsibilities for providing natural gas or electric services to Lessee, Lessee shall pay to Lessor the actual cost incurred by Lessor in providing the utility service to the Lessee. If Lessor bills Lessee for any involuntary assumption of utilities, Lessor may include a five percent (5%) administrative charge.

H. All water and sewer services for the Premises shall be sub-metered during the term of this Lease. The rates and charges for the sub-metered water and sewer services for the Premises are included on Lessor's master meter billing for the entire Airport. Accordingly, Lessor shall bill Lessee directly for its sub-metered water and sewer service for the Premises, which Lessee agrees to pay within thirty (30) days of Lessee's receipt of invoice.

I. Lessee shall not erect, allow or permit to be maintained on the Premises, or upon the exterior of any improvement on the Premises, any billboards or advertising signs, except those which have the prior written approval of Lessor. Notwithstanding, Lessee may maintain on the exterior of the Premises its name or trade name, in neatly arranged electric, neon or other type sign or signs; the size and type of sign or signs subject to Lessor's prior reasonable approval.

J. Lessee may make minor alterations and changes to the Premises and improvements constructed thereon as Lessee may, at any time during the term hereof, find necessary or convenient for its purpose, including, but not limited to, relocating or adding outlets and light switches. Any additions, alterations, demolition or changes to the Premises and improvements of a material, substantial or structural nature, shall not be permitted under this Lease without Lessor's prior written consent, and which in Lessor's reasonable opinion would not require a separate construction agreement.

K. Lessee shall adhere to and abide by the Bond Covenants and Development Agreement, which are hereby made a part of this Agreement, contained in the attached Exhibit C and Exhibit D.

L. In addition to all rents and fees, Lessee shall, at its expense, pay all taxes and assessments of whatsoever nature that are now and may be levied or imposed on the Project B site only and any real, leasehold, and personal properties situated or placed thereon, provided, however, that real property taxes and assessments shall be prorated so as to require Lessee to pay such taxes and assessments only for the period of Lessee's tenancy. Lessee shall have the right to protest or contest by legal proceeding, or in such other manner as it may deem suitable, the validity or amount of any such tax or assessment under this provision. Lessee shall notify Lessor of any such protest or contest and Lessor shall fully cooperate with such protest or contest. Lessor shall bill and lessee shall pay the invoiced amount to Lessor within thirty (30) days after receipt of invoice unless such amount is not due and owing from Lessor to the taxing authority pending resolution of a protest or contest by Lessee.

M. As applicable or required by Lessor, Lessee shall, at its expense, arrange for and ensure that its employees, agents, contractors and subcontractors having access to the Premises are properly identified with the Airport's access media issued by Lessor and that said access media is prominently displayed at all times while such persons are in the Airport's Security Identification Display Area ("SIDA") and Airport Operations Area ("AOA"), as these terms are defined under Title 49 U.S. Code of Federal Regulations, Part 1542, as may be amended or revised, and/or the City's approved Airport security program. Lessee shall comply with and cause all persons seeking said access media to comply with all Lessor's requirements for the issuance of the Airport access media. Further, Lessee shall waive any claim against Lessor resulting from refusal to issue or revocation of said access media, pursuant to applicable laws, rules, regulations, policies and procedures.

ARTICLE V - TITLE TO IMPROVEMENTS

A. Lessor owns the real property comprising the Premises and the Project A improvements. Title to the Project B improvements and any additional improvements made to and upon the Premises, excluding trade fixtures, shall vest in Lessor at such time as this Lease is terminated. Upon termination of this Lease, Lessee shall surrender the Premises and the

improvements thereon to Lessor in good condition subject to normal wear, tear and depreciation.

B. Lessee's obligation to deliver the Premises and improvements in accordance with Article V, Section A above shall survive the termination of this Lease.

ARTICLE VI - TERM

This Lease shall be effective for a period of twenty (20) years commencing on the date of Beneficial Occupancy ("Initial Term"), unless terminated earlier in accordance with the provisions of this Lease. The Lease may be renewed for two (2) additional six (6) year periods in accordance with Article VII (B) of this Lease.

ARTICLE VII – RENTALS

A. The rental rates for the Project A and Project B sites are stated below:

1. Project A

Upon Beneficial Occupancy, Lessee shall pay to Lessor annual rent on the total Project A facility square footage, assuming 77,500 square feet, for the Initial Term, as follows:

- Years 1 through 5 - The annual rent shall be Five Hundred Fifty-Eight Thousand Dollars ($558,000.00), based on a rate of Seven Dollars and Twenty Cents ($7.20) psf/per year;
- Years 6 through 10 - The annual rent shall be Five Hundred Ninety-One Thousand Four Hundred Eighty Dollars ($591,480.00), based on a rate of Seven Dollars and Sixty-Three Cents ($7.63) psf/per year;
- Years 11 through 15 - The annual rent shall be Six Hundred Twenty-Six Thousand Nine Hundred Sixty-Nine Dollars ($626,969.00), based on a rate of Eight Dollars and Nine Cents ($8.09) psf/per year; and
- Years 16 through 20 - The annual rent shall be Six Hundred Sixty-Four Thousand Five Hundred Eighty-Seven Dollars ($664,587.00), based on a rate of Eight Dollars and Fifty-Eight Cents ($8.58) psf/per year.

The annual rental rates stated above include both ground and facility rent. Lessor and Lessee agree, at the request of the other and prior to the date of Beneficial Occupancy, to adjust the rent upon receipt of a final measurement of the facility square footage so that it is an accurate survey of the facility. In such event, Lessor and Lessee shall execute an amendment to this Lease to reflect the actual square footage and adjusted rent.

2. Project B

Lessee shall pay to Lessor annual ground rent on the Project B site, for the Initial Term, as follows:

- Years 1 through 5 - The annual rent shall be Nine Thousand Dollars ($9,000.00), based on a rate of Ten Cents ($.10) psf/per year;
- Years 6 through 10 - The annual rent shall be Nine Thousand Two Hundred Seventy Dollars ($9,270.00), based on a rate of Ten and Three Tenths of a Cent ($.103) psf/per year;
- Years 11 through 15 - The annual rent shall be Nine Thousand Five Hundred Forty-Eight Dollars ($9,548.00), based on a rate of Ten and Six Tenths of a Cent ($.106) psf/per year; and
- Years 16 through 20 - The annual rent shall be Nine Thousand Eight Hundred Thirty-Four Dollars ($9,834.00), based on a rate of Ten and Nine Tenths of a Cent ($.109) psf/per year.

B. This Lease may be renewed for two (2) terms of six (6) years each, exercisable by Lessee giving twelve (12) months' advance, written notice to the Lessor (each a "Renewal Term"). Lessor and Lessee shall negotiate, in good faith, the annual rent to be paid during each Renewal Term, with the parties appointing a mutually agreeable appraiser to complete an appraisal of the Premises to be used as a basis for negotiating the rental rates to be paid. The appraisal shall be completed the later of (i) one hundred twenty (120) days before the commencement of the period for which the appraisal is being made or (ii) the date Lessee notifies Lessor that it is exercising its six (6) year Renewal Term. Each appraiser shall be a certified appraiser with at least ten (10) years' experience in valuing commercial/industrial real estate in Montgomery County, Ohio. The cost of the appraisal shall be borne equally by Lessor and Lessee.

C. Without waiving any other right or action available to Lessor in the event of default in payment of any undisputed rentals, fees or charges due to the Lessor hereunder, if Lessee is delinquent for a period of thirty (30) days or more in paying to Lessor any rental due and owing to Lessor pursuant to this Lease, Lessee shall pay to Lessor a late charge thereon calculated at the rate of one percent (1%) per month from the date such item was due and owing until full payment including late charges have been paid. Such late charges shall not occur with respect to disputed items being contested in good faith by Lessee.

D. The annual rent due under this Lease shall be paid in equal monthly installments, which shall be due on the first day of each month and without notice to Lessee, to the following address:

City of Dayton, Ohio
P. O. Box 632094
Cincinnati, OH 45263-2094

or at such other place as Lessor shall, in writing, direct.

ARTICLE VIII - RIGHTS AND OBLIGATIONS OF LESSOR

A. Lessor shall have the right to adopt and enforce reasonable rules and regulations, with respect to the use of the Airport and facilities thereon, which Lessee agrees to observe and obey. In the event of any conflict between this Lease and such rules and regulations, this Lease shall govern and control.

B. Lessor shall have the full and unrestricted right, at any and all times during normal business hours and at all other times upon reasonable notice to Lessee, to access and enter the Premises for the purpose of inspecting the Premises and doing any and all things which the Lessor is obligated or authorized to do as set forth herein, or which may be deemed necessary for the proper general conduct and operation of the Airport and in the exercise of the Lessor's police power. This provision shall in no way limit or restrict Lessor's right to enter upon the Premises in the event of an emergency. Reasonable notice, as used in this subsection, shall in no event be interpreted to require more than twenty-four (24) hour advance notification.

C. Lessor warrants quiet enjoyment of the rights and privileges granted herein, during the term hereof, upon the performance of Lessee's covenants contained herein and subject to Section B of this Article VIII.

D. Nothing contained herein shall prohibit Lessor from granting easements, utility or otherwise, as long as said easements would not restrict Lessee's use or utility of the Premises for the purposes stated herein.

E. Except as provided for in Article IV, Lessor will provide general snow removal on the adjacent roads and access points outside the Premises in accordance with its snow operations schedule.

F. If Lessee fails to provide and maintain proper trash removal or other required maintenance, Lessor shall have the right, but not the obligation, to provide or perform said services and to bill Lessee for the actual cost to provide said services, plus a five percent (5%) administrative fee, which Lessee agrees to pay.

G. Lessor shall, at its expense, operate and maintain the water, sanitary sewer and storm sewer system serving the Airport and to the lease line of the Premises. Lessor will be responsible for the mowing and landscape maintenance of all grounds and will provide general police and fire protection for the Premises as it does for other areas of the Airport.

H. Lessor shall adhere to and abide by the Bond Covenants, which are part of this Agreement, contained in the attached Exhibit C.

ARTICLE IX - NON-DISCRIMINATION

A. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on the Premises described in this Lease for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended, superseded or modified.

B. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations as may be amended, superseded or modified.

C. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and facilities thereon and hold the same as if said Lease had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing in this Article shall prevent Lessee from exhausting all administrative and/or judicial remedies available to Lessee in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

ARTICLE X - INDEMNIFICATION

A. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any wrongful or negligent act or omission of Lessee, its agents, contractors and employees occurring during the Term of this Lease.

It is agreed that, to the extent permitted by law, no agreement or covenant by Lessee under this Article X (A) shall include liability or damages for injury to persons or damage to property caused by or resulting from the acts, errors or omissions of Lessor, its agents, contractors or employees.

B. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any mechanics or other lien or order for the payment of money filed against the Premises, Lessor or any property of Lessor, arising out of any act or omission of Lessee, its tenants or subtenants or anyone claiming through or under Lessee. Lessee shall, at Lessee's expense, cause the same to be cancelled or discharged of record and shall save and hold harmless Lessor from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees resulting therefrom or by reason thereof.

C. Lessor shall not be liable to Lessee or to Lessee's subtenants, agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Lessee's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport. Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenues to Lessee unless resulting from Lessor's acts or omissions in the maintenance and operation of the Airport or failure to operate the Airport.

D. Except as provided in Article X (A) above, the obligations of Lessee under this Article X shall survive the termination date of this Lease and shall not be affected in any way by the amount of or the absence in any case of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.

E. The Lessor's elected officials, officers, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Lessor of any of its obligations.

F. Notwithstanding any other provision of this Lease to the contrary, and to the extent permitted by law, Lessee waives any and every claim for recovery from the Lessor for any and all loss or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by Lessee or which would have been recoverable if the insurance required hereunder had been maintained by Lessee, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessee agrees to give each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the

terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. Lessee shall require any subtenant to include similar waivers of subrogation in favor of the Lessor.

G. In the event Lessee, its agents, contractors or employees, violate any security measure at the Airport, including, but not limited to, any Federal Aviation Administration or Transportation Security Administration security laws rules, regulations, orders and directives, Lessee shall assume full and complete responsibility for such violations, including payment of any penalty imposed, and shall defend, indemnify and hold the Lessor, its elected officials, officers, agents and employees harmless therefrom.

ARTICLE XI - INSURANCE

A. Lessee, at its sole cost and expense, shall procure and maintain, or cause to be maintained, at all times during the term of this Lease, the following insurance, with insurance companies authorized to do business in the State of Ohio and having at least an "A-" rating from A. M. Best (or an equivalent S&P financial strength rating) and covering all operations under this Lease, whether performed by Lessee or by its contractors:

1. Commercial Liability Insurance (Primary and Umbrella):

   Commercial Liability Insurance with limits of not less than Five Million Dollars ($5,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The Lessor, its elected officials, officers, agents, volunteers, and employees shall be named as additional insureds, on a primary, non-contributory basis for any liability arising directly or indirectly from this Lease.

2. All Risk Property Insurance:

   a. Lessee shall obtain an "All Risk Property" policy, including improvements and betterments covering damage to building, machinery, equipment or supplies in the amount of full replacement value of the property within the Premises. Lessor is to be named as a loss payee on said policy or policies of insurance.

   b. Lessee shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned or rented by Lessee.

c. When Lessee undertakes any improvement, construction or repair project on or to the Premises, an "All Risk Blanket Builders Risk Insurance" shall be provided by Lessee to cover at replacement cost the materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include the following: right to partial occupancy, material stored off-site and in transit, earthquake, faulty workmanship or materials, extra expense, loss of revenue, and loss of use of property. The Lessor shall be named as loss payee on said policy or policies of insurance.

3. Automobile Liability Insurance:

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Lessee shall provide Comprehensive Automobile Liability Insurance with limits of not less than Five Million Dollars ($5,000,000) per occurrence combined single limit, for bodily injury and property damage.

B. Original certificates of insurance evidencing the required coverage to be in force on the effective date of this Lease as set forth herein, and all renewal certificates of such insurance, shall be provided to Lessor. At the Lessor's request, Lessee shall furnish complete copies of all policies of insurance. The receipt of any certificate or policy does not constitute agreement by the Lessor that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. The failure of the Lessor to obtain certificates or other insurance evidence from Lessee or its contractors shall not be deemed to be a waiver by the Lessor. Lessee or its contractors shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve Lessee or its contractors of their obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Lease, and the Lessor retains the right to terminate this Lease as provided in Article XVI until proper evidence of insurance is provided. All policies of insurance, excluding the insurance required of Lessee's contractors, shall provide for a minimum of thirty (30) days prior written notice to be given to the Lessor in the event coverage is substantially changed, canceled, or non-renewed.

C. If Lessee fails to obtain or maintain any of the insurance policies under this Lease or to pay any premium in whole or in part when due, Lessor may (without waiving or releasing any obligation or default by Lessee hereunder) obtain and maintain such insurance policies and/or take any action which Lessor deems appropriate. In such instances, reasonable attorney's fees, court costs, and expenses shall be reimbursed by the Lessee upon demand by Lessor.

D. Except with regard to contractors engaged by Lessor for Project A, Lessee shall require all contractors to carry the insurance required herein, or Lessee or its contractors may provide the coverage for any or all contractors, and, if so, the evidence of insurance submitted shall

so stipulate. Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Lessee or its contractors. Lessee and its contractors agree that insurers shall waive their rights of subrogation against the Lessor, its employees, elected officials, agents, or representatives. Lessee and its contractors expressly understand and agree that any coverages and limits furnished by Lessee or its contractors shall in no way limit the Lessee or its contractors' liabilities and responsibilities specified within this Lease or by law. Lessee and its contractors expressly understand and agree that any insurance or self-insurance programs maintained by the Lessor shall not contribute with insurance provided by the Lessee or its contractors under this Lease. If Lessee or its contractors desire additional coverage, higher limits of liability, or other modifications for its own protection, then Lessee or its contractors shall each be responsible for the acquisition and cost of such additional protection.

E. The insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

F. The insurance required by this Lease, at the option of Lessee or contractors, may be effected by blanket or umbrella policies issued to Lessee or contractors covering the Premises and other properties owned or leased by Lessee or contractors, provided that the policies otherwise comply with the provisions of this Lease and allocate to the Premises the specified coverage, without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein.

G. Lessee shall maintain, at all times during the term hereof, Workers' Compensation and Occupational Disease Insurance for its employees employed or providing service(s) upon the Premises in such amounts as prescribed under Ohio law.

ARTICLE XII – DAMAGE AND DESTRUCTION

A. If the Premises are damaged, in whole or in part, by fire or casualty, Lessee shall repair the damage to the improvements as soon as reasonably possible at Lessee's expense or, upon mutual agreement, shall take such other actions as is mutually agreed between Lessor and Lessee. Lessee may use insurance proceeds from insurance it carried to pay for the work as it progresses, and the Lessor shall permit any such proceeds to be made available.

B During any period which Lessee is unable to use all or a substantial portion of the Premises due to damage or destruction of the Premises and which significantly impacts Lessee's operations and use of the Premises, then the rent payable for the Premises shall be abated or appropriately adjusted for the period during which such damage renders the Premises unusable or operations are so curtailed or terminated. However, if Lessor reasonably determines that such damage resulting in inability to use all or a substantial portion of the Premises is caused by the negligence or willful misconduct of Lessee, its employees, agents

and/or contractors, Lessee shall not be entitled to an abatement of rents as provided herein Except for such abatement of rents due, as applicable, Lessee shall have no claim against the Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration, except if and to the extent the same was caused by the negligence or willful misconduct of Lessor, its employees, agents and/or contractors

C. If any improvements to the Premises are not diligently repaired by Lessee or such action as mutually agreed by the Lessor and Lessee is not undertaken and completed, then the Lessor shall be entitled to all insurance proceeds payable for such damages to the Premises. Where the Lessee is obligated to repair or restore or remove improvements, Lessee must do so notwithstanding that insurance proceeds may be insufficient.

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

The leasehold estate and rights granted herein are the personal property of Lessee. Lessee shall not be permitted to sell, assign, transfer, sublet or underlet the same, or any portion thereof, except to its parent corporation or any subsidiary or affiliate thereof or any successor corporate entity resulting from acquisition or merger, without consent of the Lessor. Any assignment in violation hereof shall be void.

ARTICLE XIV - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All covenants, stipulations and agreements in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

ARTICLE XV - CANCELLATION BY LESSEE

A. In addition to all other remedies available to the Lessee under this Lease or at law, Lessee may cancel this Lease if Lessor defaults in the performance of any material covenant or agreement required to be performed by it herein, and the failure of Lessor to remedy such default, or to take prompt action to remedy such default, within a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. If by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessee may terminate this Lease only if the Lessor shall have failed to commence the remedying of such default within the thirty (30) day period following such written demand, or having so commenced, fails thereafter to continue with diligence the remedying thereof.

B. After the Initial Term, Lessee may cancel this Lease, without cause, upon giving one hundred eighty (180) days prior written notice to Lessor.

C. Lessee shall exercise its rights of cancellation by giving written notice to Lessor at any time after the lapse of the applicable periods of time and this Lease shall terminate as of that time. Rental and other payments due hereunder shall be payable (and prorated, as applicable) to the date of termination.

ARTICLE XVI - CANCELLATION BY LESSOR

A. In addition to all other remedies available to Lessor hereunder or at law, Lessor may cancel this Lease should any one or more of the following events occur:

1. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction; or if Lessee shall be divested of its rights, powers and privileges under this Lease by operation of law;

2. If Lessee fails to make any undisputed payments required of it hereunder at the times and in the amounts as required of it under this Lease and said default is not cured by tendering the full amounts due and owing within thirty (30) days after Lessor notifies Lessee in writing of the default in payment(s);

3. If Lessee shall fail to perform, keep and observe all of the covenants and conditions contained in this Lease to be performed, kept and observed by it (excluding non-payment of the rents, charges and fees), and said failure is not cured, or action taken to correct such failure, within thirty (30) days after Lessor notifies Lessee in writing of said failure; of if by reason of the nature of such default, the same cannot be remedied within said thirty (30) days, then Lessor shall have the right to terminate this Lease, if the Lessee shall have failed to commence the remedying of such default within said thirty (30) days following such written demand, or having so commenced, shall fail thereafter to continue with diligence the remedying thereof; or

4. Violations by Lessee, its agents or employees of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Lease, if the same shall not be corrected or action taken to correct, within thirty (30) days after Lessee's receipt of written notice, which shall state in detail the violation.

ARTICLE XVII – HOLDING OVER

In the event that Lessee holds over and remains in possession of the Premises and rights granted herein after termination of this Lease and without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy, which may be terminated at any time by Lessor or Lessee. Lessor will provide Lessee with sixty (60) days advance written notice of any increase in the rental amount due during such holdover tenancy period in excess of 1/12th the rental amount for the immediately preceding 12-month period.

ARTICLE XVIII - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Lease; provided that the validity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XIX - WAIVER

A. No waiver by either party at any time, of any of the terms, conditions, covenants or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other. Receipt by Lessor of rent with knowledge of the breach by Lessee of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor or Lessee as the case may be.

B. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XX – GENERAL PROVISIONS

A. The term Lessor, as used in this Lease, means the City of Dayton, Ohio and where this Lease speaks of approval and consent by Lessor, such approval is understood to be manifested by act of Lessor's Director of Aviation, except as otherwise expressly stated in this Lease. Whenever in this Lease, the approval or consent of Lessor is required, such approval or consent will not be unreasonably withheld, conditioned or delayed.

B. Notices to Lessor given in connection with or provided for in this Lease shall be in writing and sent by personal delivery, certified mail, postage prepaid, or nationally recognized overnight courier (such as FedEx or UPS), shipping costs prepaid, addressed to:

James M. Cox Dayton International Airport
Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377

Attn: Director of Aviation

or such other address as Lessor shall direct by written notice given in accordance with this Article XX (B). Any notice given in accordance with this Article XX (B) shall be deemed given as of the date personally delivered or as of the date of mailing or deposit with the overnight courier, as applicable, and shall be deemed received as of the date personally delivered or as of the date of receipt shown on the receipt provided by the United States Postal Service or overnight courier, as applicable.

C. Notices to Lessee given in connection with or provided for in this Lease shall be in writing and sent by personal delivery, certified mail, postage prepaid, or nationally recognized overnight courier (such as FedEx or UPS), shipping costs prepaid, addressed to:

PSA Airlines Attn: President
3400 Terminal Drive
Vandalia, OH 45377

with a copy via e-mail to:

Terry Petrun
Vice President – Shared Services Organization
Terry.petrun@aa.com
with a copy letter in writing to:

American Airlines
ATTN – VP Corporate Real Estate
4333 Amon Carter Blvd, MD 5317
Ft. Worth, TX 76155

or such other address as Lessee shall direct by written notice given in accordance with this Article XX (C). Any notice given in accordance with this Article XX (C) shall be deemed given as of the date personally delivered or as of the date of mailing or deposit with the overnight courier, as applicable, and shall be deemed received as of the date personally delivered or as of the date of receipt shown on the receipt provided by the United States Postal Service or overnight courier, as applicable.

D. Lessee and Lessor each represent that it has carefully reviewed the terms and conditions of this Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by the Lease.

E. Any headings in this Lease are for convenience of reference only and do not define or limit the provisions thereof. In this Lease, unless the context otherwise requires, the terms

"hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Lease. All section references, unless otherwise expressly indicated, are to sections in this Lease. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.

F. By execution of this Lease, Lessee hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.

G. Lessee (and any person claiming by or through Lessee) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the Lessor under this Lease, and not any other funds or assets of the City of Dayton, Ohio whatsoever.

H. Neither Lessee nor any contractor of Lessee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the Lessor's ownership of fee title to the Premises.

I. By entering into this Lease, Lessor shall in no way be deemed a partner or joint venturer with Lessee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.

J. The parties may amend or modify this Lease, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of Lessor and Lessee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

K. This Lease, and its attached and incorporated exhibits, represents the entire and integrated agreement between Lessor and Lessee. This Lease supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Lease, including the 1996 Lease. The 1996 Lease shall terminate by mutual agreement of the Lessee and Lessor upon the date of Beneficial Occupancy of Project A.

L. This Lease 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 XXI - CONFIDENTIALITY

Lessee and Lessor acknowledge this Lease is a public record pursuant to the Ohio Public Records Act, Ohio Revised Code § 149.43, et. seq.; subject to that acknowledgement, neither party shall communicate, disclose, transfer or otherwise make available the fact of the negotiations or details regarding this Lease or the transactions contemplated herein (collectively, "Confidential Information") to any third party, nor shall Confidential Information be used by the receiving party for any purpose other than the performance of its obligations, or enjoyment of its rights, hereunder, to the extent permitted by Ohio Public Records Law. Notwithstanding the foregoing, each party may disclose Confidential Information received from the other party (i) to its officers, directors, employees and tax, legal and other professional advisors who are informed of the confidential nature of the information and of the restrictions on the disclosure and use of the information as set forth herein, (ii) if, at the time of disclosure to the recipient, such information is publicly available or thereafter becomes so available through no act or omission of the recipient, (iii) as required by applicable law or court order, (iv) if credible evidence shows that such information was already in the possession of the receiving party at the time of the communication to such receiving Party, or was independently developed by the receiving party, and (v) to a third party, if prior written consent to such disclosure has first been obtained from the disclosing Party and such third party has delivered to the receiving party a confidentiality agreement covering such information that is at least as restrictive as this; provided, however, that Lessee shall be entitled to disclose any Confidential Information to any of its parent companies, subsidiaries or affiliates without obtaining the Lessor's consent.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Lessor and Lessee, by duly authorized representatives, have executed this Lease as of the day and year first above written.

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____
City Manager

WITNESSED BY:

_____

PSA AIRLINES, INC.

By: _____

Title: President

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

_____, 2016

Min./Bk.:_____ Page:_____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS

_____
City Attorney

EXHIBIT A

PREMISES

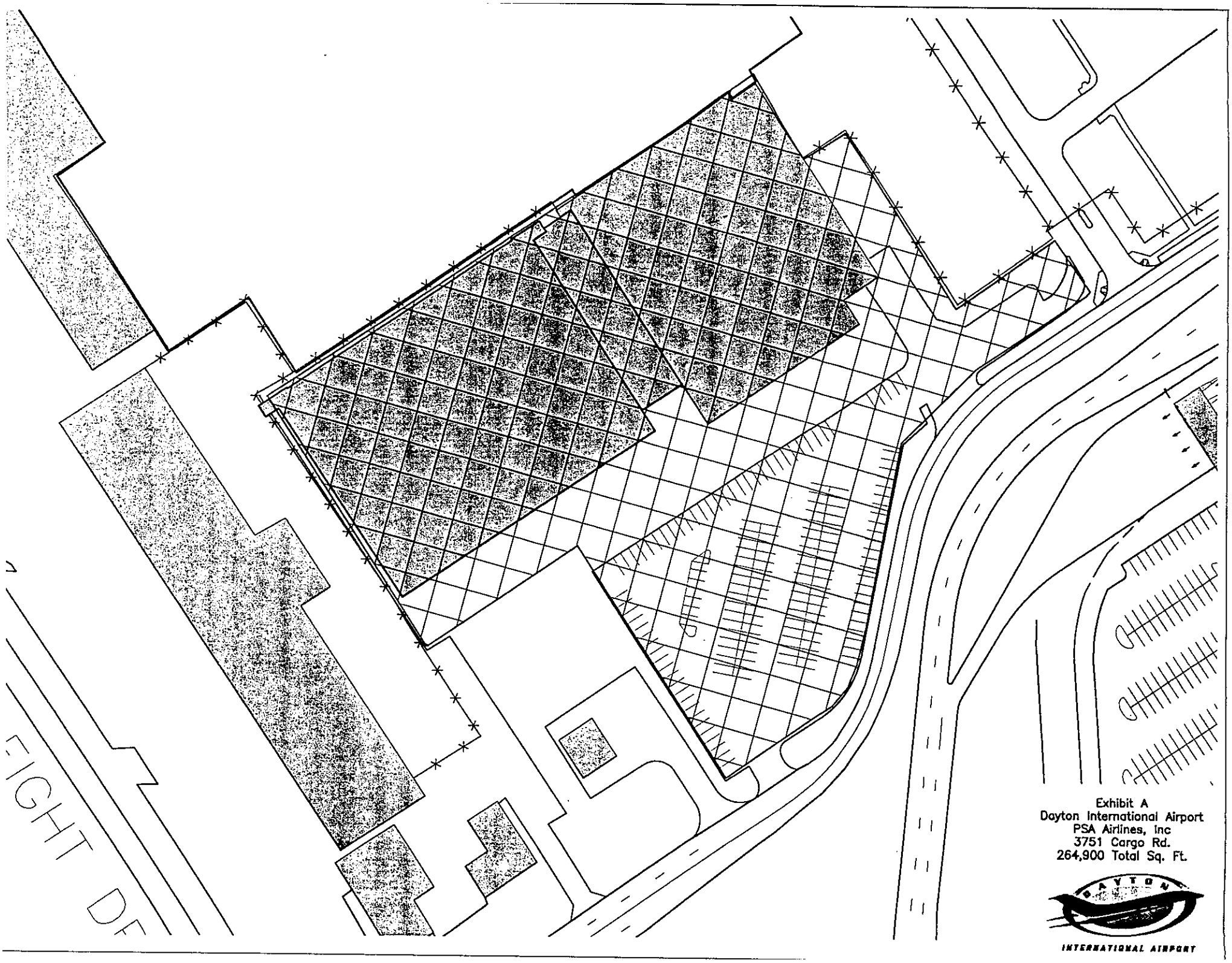


Exhibit A
Dayton International Airport
PSA Airlines, Inc
3751 Cargo Rd.
264,900 Total Sq. Ft.

EXHIBIT A-1

PROJECT A INTERIOR LAYOUT

(To be supplemented upon Beneficial Occupancy)

EXHIBIT A-2

PROJECT B SITE

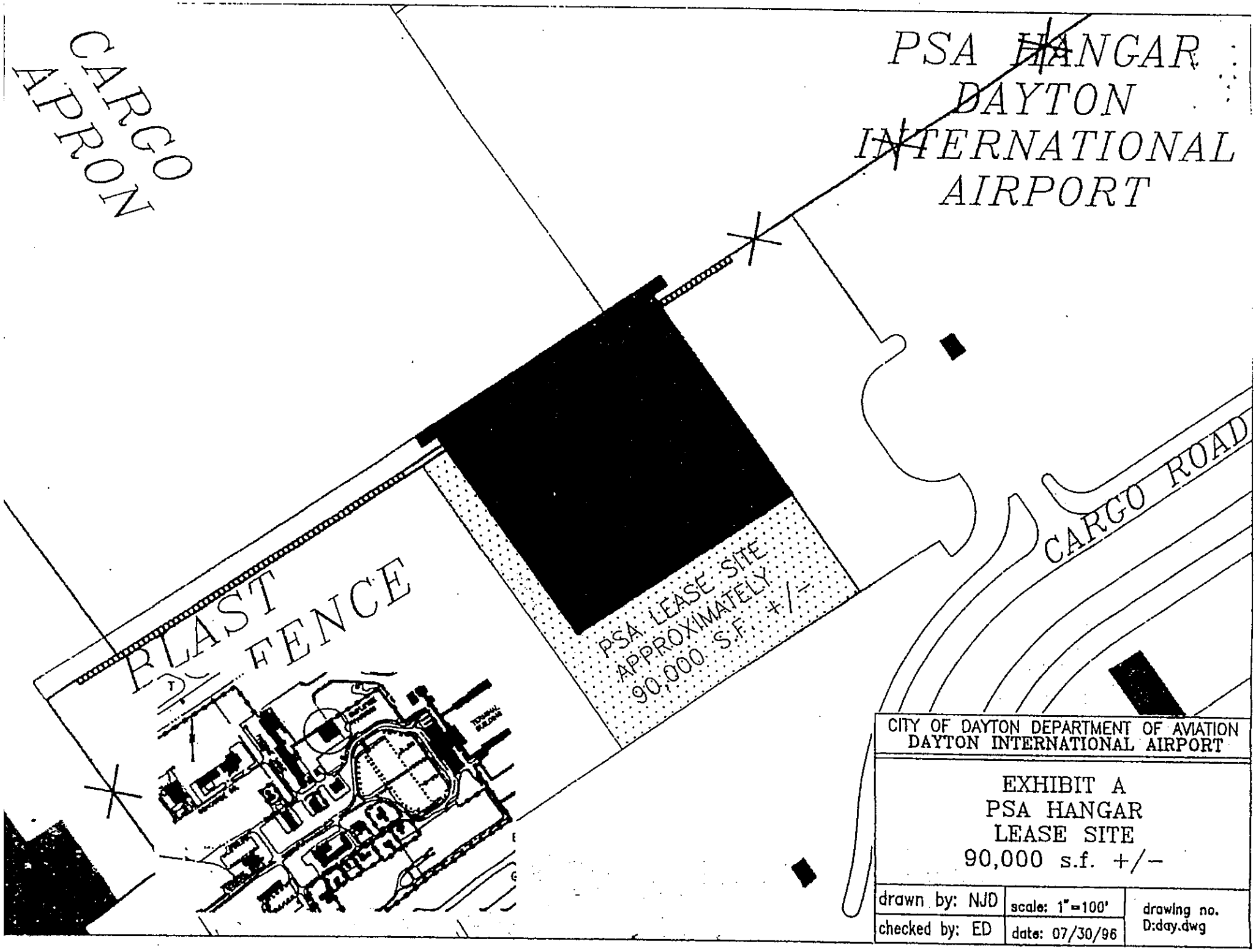

CARGO APRON
PSA HANGAR
DAYTON
INTERNATIONAL
AIRPORT
CARGO ROAD
BLAST FENCE
PSA LEASE SITE
APPROXIMATELY
90,000 S.F. +/-
CITY OF DAYTON DEPARTMENT OF AVIATION
DAYTON INTERNATIONAL AIRPORT
EXHIBIT A
PSA HANGAR
LEASE SITE
90,000 s.f. +/-
drawn by: NJD
scale: 1"=100'
drawing no.
D:day.dwg
checked by: ED
date: 07/30/96

EXHIBIT B

PARKING

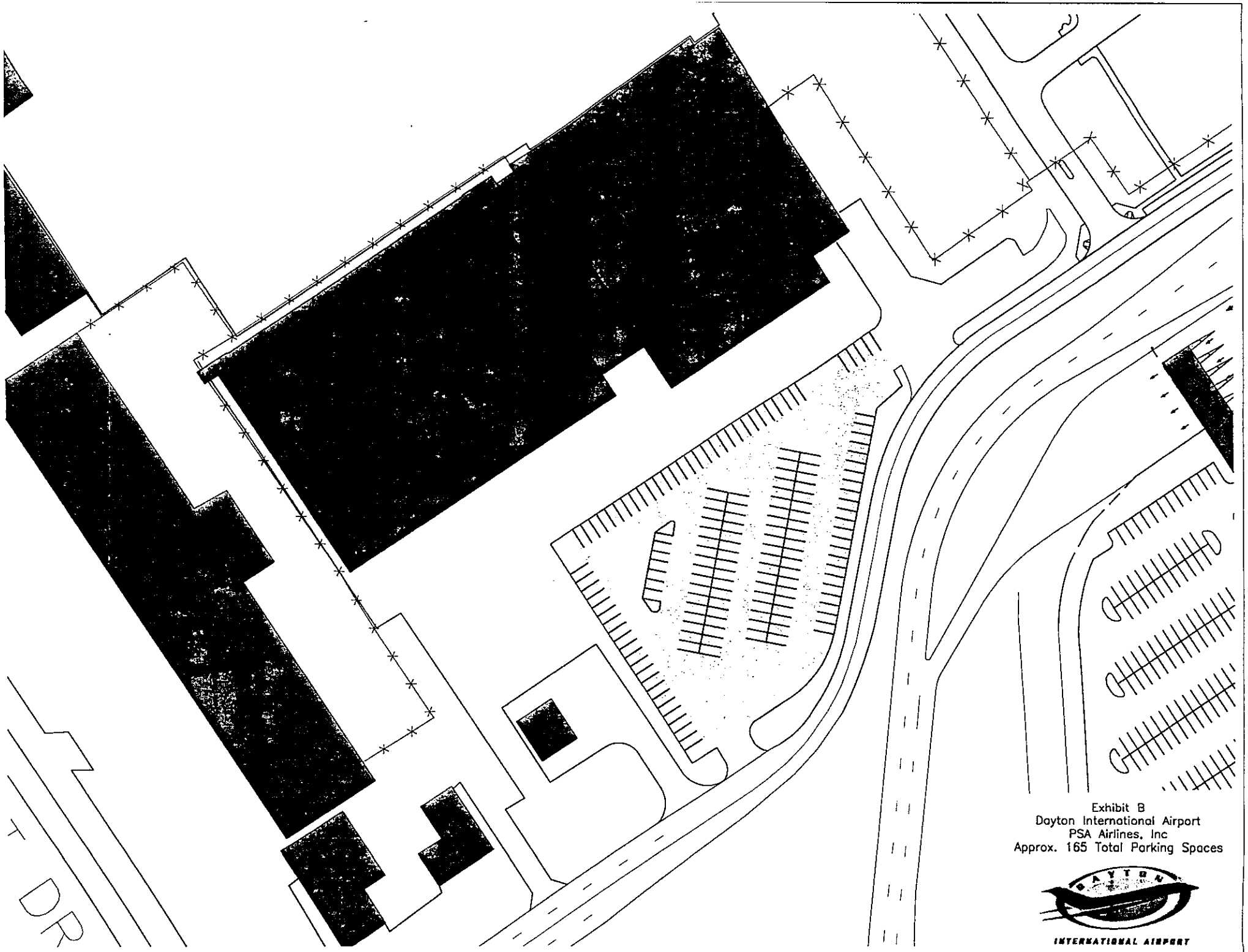


Exhibit B
Dayton International Airport
PSA Airlines, Inc
Approx. 165 Total Parking Spaces

EXHIBIT C

BOND COVENANTS

Exhibit C

Bond Covenants

The following covenants are incorporated in and made a part of the Lease Agreement For A Maintenance Facility And Hangar dated _____ __, 2016 between the City of Dayton, as lessor, and PSA Airlines, Inc., as lessee.

No Adverse Effect on Tax Exemption. The Lessee covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103(a). The Lessee will not take or omit to take any action that would cause the Bonds to fail to qualify as "exempt facility bonds" used to provide airports within the meaning of Section 142(a)(1).

The Lessee hereby covenants and agrees that it will not enter into any arrangement, formal or informal, pursuant to which the Lessee (or any related party) will purchase any of the Bonds.

The Lessee agrees that in the event that it takes any action or omits to take any action that would adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes, it will, promptly upon having such brought to its attention, take such reasonable actions based upon an Opinion of Bond Counsel, and in all cases at the sole expense of the Lessee, as may rescind or otherwise negate such action or omission and preserve the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

Government Ownership Requirement. The Bond-Financed Facilities are, or upon completion of acquisition or construction will be, owned by the City. The term of the Lease, taking into account all options to extend the Lease, is not more than 80% of the weighted average reasonably expected useful life of the Bond-Financed Facilities as of the later of the Issuance Date or the Placed in Service date. Neither the Lessee nor any of its successors in interest under the Lease will claim depreciation or an investment credit in respect of the Bond-Financed Facilities.

Use of Bond-Financed Facilities. The Lessee covenants that it will not take or omit to take any action that would cause the Bond-Financed Facilities not to be "Airport Facilities" as defined below.

- "Airport Facilities" means the Airport, storage and training facilities directly related to the Airport and facilities functionally related and subordinate to the Airport, all within the meaning of and qualifying under Section 142 of the Code, that constitute land or property of a character subject to the allowance for depreciation under Sections 167 and 168 of the Code and consist of:
    - items of property that are directly related and essential to servicing aircraft, enabling aircraft to take off and land, or transferring cargo to or from aircraft, or
    - property situated at or immediately contiguous or adjacent to the Airport that must be so located in order to perform their functions, that are functionally related and subordinate to such facilities, and that are of a character and size commensurate with the character and size of the Airport.

- "Airport Facilities" do not include
    - hotels and or other lodging facilities;
    - retail facilities (including food and beverage facilities) in excess of the size necessary to serve passengers (and persons who meet or accompany them) and employees at the Airport;

- any retail facility (other than parking for the general public that is no more than a size necessary to serve passengers, and persons who meet or accompany them, and employees at the Airport) for passengers or the general public located outside the Airport terminals, if any, including, but not limited to, rental car lots;
- any office building for individuals who are not employees of a Governmental Unit or of the City;
- industrial parks or manufacturing facilities;
- any office space that is not located on the premises of an Airport Facility or in which more than a de minimis amount of the functions to be performed at such office will not be directly related to the day-to-day operations at such Airport Facility.

Service to General Public. So long as any Bonds are outstanding, all Bond-Financed Facilities will be used by the Lessee or other parties in servicing or storing aircraft. The Bond-Financed Facilities will be available for use by members of the general public or for use by common carriers or charter carriers that serve the general public on a regular basis.

Compliance with Covenants. The foregoing covenants of the Lessee shall remain in effect and be binding upon the Lessee as long as any Bonds remain outstanding for federal tax purposes, notwithstanding any earlier termination of this Lease or any provision for payment of principal of, and premium and interest on, the Bonds. The Lessee may depart from the foregoing covenants only if and to the extent that an Opinion of Bond Counsel is delivered to the City that (i) is based on Section 142 of the Code, (ii) states the extent to which the Lessee may depart from such covenants, and (iii) states that such departure from such covenants will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

Definitions:

"Bonds" means the City's Airport Improvement Revenue Bonds, Series 2015B (Tax-Exempt – AMT).

"Bond-Financed Facilities" means that portion of the Leased Premises the cost of which is being or will be financed by proceeds of the Bonds.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Governmental Unit" means a state, territory or possession of the United States, the District of Columbia, or any political subdivision thereof referred to as a "State or local governmental unit" in Regulations §1.103-1(a). "Governmental Unit" does not include the United States or any agency or instrumentality of the United States.

"Issuance Date" means December 30, 2015.

"Opinion of Bond Counsel" means an opinion or opinions of a nationally recognized bond counsel firm whose opinion is given with respect to the Bonds when issued, or its successors or other nationally recognized bond counsel appointed by the City.

"Placed in Service Date" means the date on which, based on all the facts and circumstances, a facility has reached a degree of completion that would permit its operation at substantially its design level and the facility is, in fact, in operation at such level.

"Related Party" means, in reference to Lessee, a "related person" as defined in Section 144(a)(3).

EXHIBIT D

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between PSA Airlines, Inc., a corporation in the State of Ohio, currently located at 3330 Terminal Drive, Vandalia, Ohio 45377 ("Company"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses;

WHEREAS, Company pledges to create and retain full-time permanent employment positions in the City of Dayton; and

WHEREAS, City finds it beneficial and in its best interests to provide support to Company for the Project under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Employment Commitment. The number of full-time equivalent employees, both retained and new, Company promises as a material condition of this Agreement.

Facility. A 77,500 square foot aircraft maintenance hangar and associated office/shop space to be constructed at the Dayton International Airport.

Full-time Employee. An employee working an average of at least 35 hours per week/annually. This does not include part-time or contract employees.

Maintained Job. A position that will remain even if the project does not go forward.

New Job. Any full-time equivalent position not yet in existence at the time of this Agreement that will be created and filled by Company.

Retained Job. Any full-time equivalent position already in existed at the time of this Agreement that is currently funded by Company (one that could be lost if the project does not go forward).

ARTICLE 2. PROJECT.

The City will construct a 77,500 square foot aircraft maintenance hangar at the Dayton International Airport ("Project"). City will commence the Project upon execution of this Agreement.

City shall complete the Project for occupancy on or before April 25, 2016, unless such completion date is extended upon mutual written agreement between the parties to this Agreement. City shall construct the Project in accordance with the general specificcations attached hereto as Exhibit A.

ARTICLE 3. FACILITY LEASE.

In consideration of the City's commitment to construct the Project, Company agrees to enter into a lease for the Facility for a twenty (20) year term beginning approximately on April 25, 2016 and ending on May 31, 2036, with three (3) extension terms of five (5) years each, exercisable by Company by the giving of twelve (12) months' advance written notice to the City.

City and Company shall execute a lease for the Facility and amendments to the other agreements referenced in this Agreement, all under mutually acceptable terms and conditions, prior to Project completion. The following amounts shall be the annual lease payments for the Facility, inclusive of building and ground rent:

Lease Year	Annual Lease Payments
1	$558,000
2	$558,000
3	$558,000
4	$558,000
5	$558,000
6	$591,480
7	$591,480
8	$591,480
9	$591,480
10	$591,480
11	$626,969
12	$626,969
13	$626,969
14	$626,969
15	$626,969
16	$664,587
17	$664,587
18	$664,587
19	$664,587
20	$664,587

The lease shall include a methodology for calculating the annual lease payments during each renewal term.

ARTICLE 4. EXISTING LEASES.

As additional consideration for the City's committtment to complete the Project, Company and City agree to execute amendments to four existing leases at Dayton International Airport prior to Project completion. The amendments shall extend the terms of four existing leases and amend the financial consideration of the leases, as follows:

A. The ground lease for the existing PSA aircraft maintenance hangar at DAY (the "Existing Hangar") will be amended to modify the expiration date of such lease to be concurrent with the lease term for the Facility, with the same three (3) extension terms of five (5) years each, as found in Article 3 above. Financial terms for the amendment to the Existing Hangar lease are attached hereto as Exhibit B.

B. The lease for the PSA Administrative Office Building (the "HQ Building") will be amended to modify the expiration date of such lease to January 31, 2020. Such lease modification shall also include three (3) extension terms of five (5) years each, exercisable by PSA by the giving of twelve (12) months' advance, written notice to the City. Financial terms for the HQ Building are attached hereto as Exhibit C.

C. The lease for the PSA Training Building (the "Training Building") will be amended to modify the expiration date of such lease to January 31, 2020. Such lease modification shall also include three (3) extension terms of five (5) years each, exercisable by PSA by the giving of twelve (12) months' advance, written notice to the City. Financial terms for the Training Building are attached hereto as Exhibit D.

D. The lease for the Dispatch Operations Building (the "OCC Building") will be amended to modify the expiration date of such lease to January 31, 2020. Such lease modification shall also include three (3) extension terms of five (5) years each, exercisable by PSA by the giving of twelve (12) months' advance, written notice to the City. Financial terms for the OCC Building are attached hereto as Exhibit E.

ARTICLE 5. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT.

A. Company has 582 full-time employment positions in the City of Dayton with an estimated annual payroll of $23,000,000 at the Facility. Pursuant to this project and as additional consideration for City's execution of this Agreement, Company shall:

(1) retain 582 full-time permanent employment positions in the City of Dayton throughout the term of this Agreement;

(2) create additional 50 New Jobs in the City of Dayton with an annual payroll of $2,100,000 by December 31, 2016; and

(3) maintain 632 full-time employment positions in the City of Dayton through April 20, 2019.

B. Wage Withholding Taxes Due to City. The parties acknowledge and understand that in addition to a long term Lease for the newly constructed facility, Company's commitment to create and retain jobs in the City of Dayton, as specified above, is the consideration upon which this Agreement is based. Company therefore agrees that by establishing and maintaining the employment figures as projected, Company shall pay annual minimum wage withholding taxes (based on the current 2.25% applicable tax rate) to City from Company's employee wages subject to withholding in the amounts stated below ("Committed Employee Wage Withholding Taxes") each year.

Year of Agreement	Committed Employee Wage Withholding Taxes to be Paid**
2016	$23,625
2017	$48,667
2018	$50,127
2019	$12,907

** The Annual Committed Employee Wage Withholding Taxes to be Paid are subject to and shall be adjusted for changes in the City's Income Tax rate.

For any year after the Development Grant is distributed in which the annual wage withholding taxes paid to City by Company falls below the amount stated in the "Committed Employee Wage Withholding Taxes to be Paid" for the corresponding year, Company shall pay such deficiency to City by March 31st of the following year ("Deficiency Payments"). In any event, the Company's total accumulated Deficiency Payments during the term of this agreement shall not exceed the total Development Grant provided by the City hereunder.

C. Credit for Wage Withholding Taxes Paid. For any given year, Company shall not receive a credit for exceeding the committed amount of wage withholding taxes to be paid to City.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).

B. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records, in aggregate and not containing any Personally Identifiable Information ("PII"), to the Office of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

C. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records, excluding any PII.

D. Company agrees to supply additional information upon reasonable request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 7. TERM AND TERMINATION.

A. This Agreement shall commence upon execution by City and it shall remain in effect until April 25, 2019 unless extended to a later date by amendment or earlier terminated.

B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Company's failure to comply with any term, covenant or condition of this Agreement, or any lease agreement with the City, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 9. POLITICAL CONTRIBUTIONS.

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

ARTICLE 10. RECORDS AND RETENTION.

Company shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Company will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible, however no Personally Identifiable Information ("PII") shall be released to the City or any other entity on the City's behalf. At any time during normal business hours and as often as City may reasonably request, Company shall

make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Company shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Company and made available, excluding any PII, for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Company shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

ARTICLE 11. TAX REPRESENTATION.

Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS.

A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement in any manner or degree. Company further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

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

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

D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

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

F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City:
Regina M Holman
Department of Aviation
City of Dayton
P.O. Box 22, 101 West Third Street
Dayton, OH 45401

For Company:
Dion Flannery
PSA Airlines, Inc.
3330 Terminal Drive
Vandalia, OH 45377

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

PSA AIRLINES, INC.

By: _____

Print Name: Dean Flannery
Authorized Signer

CITY OF DAYTON, OHIO

_____
for City Manager

June 29, 2015
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

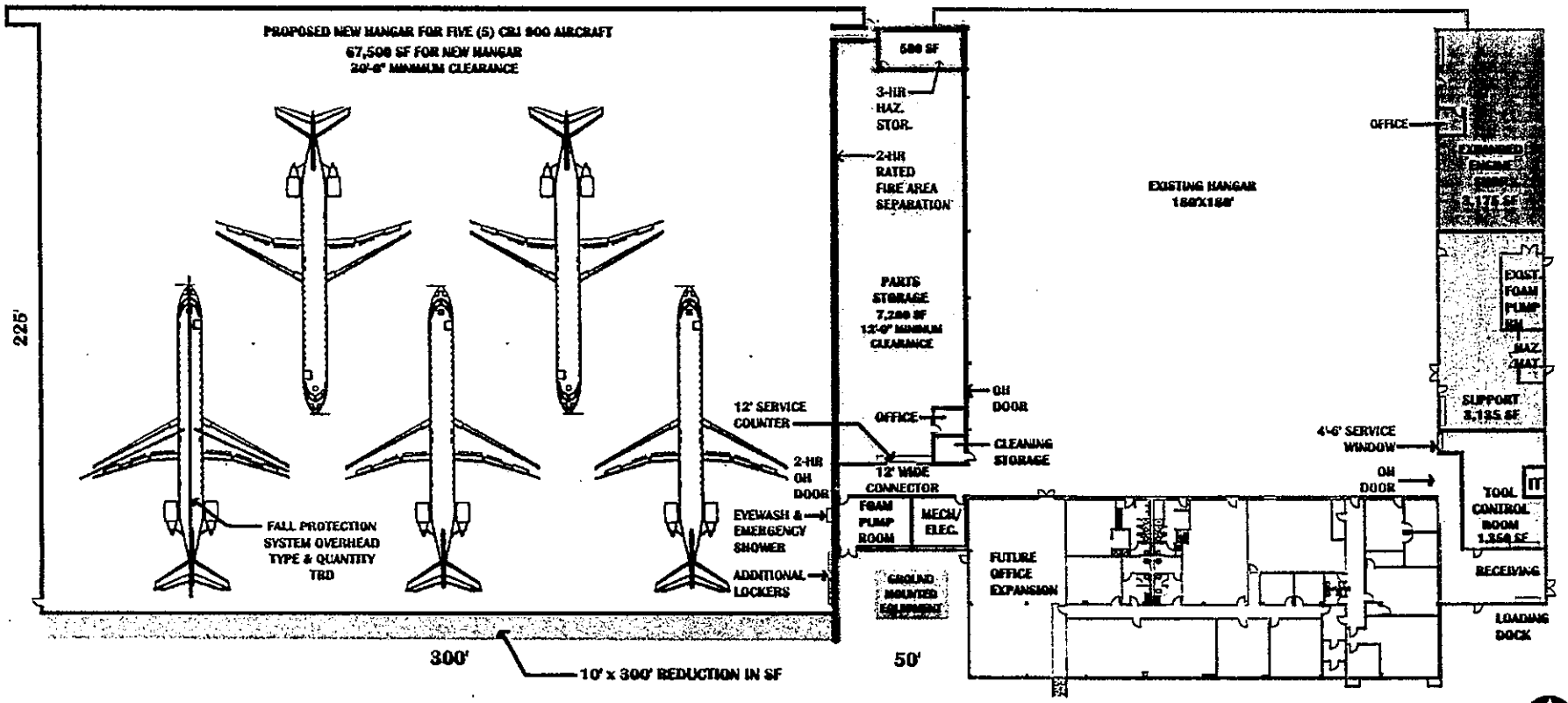
May 6, 2015

Min. / Bk. I-13 Pg. _____

_____
Clerk of the Commission

AIRCRAFT MAINTENANCE HANGAR

Attachment A



ORIGINAL AREAS
235' X 300' HANGAR = 70,500 SF
200' X 50' SERVICE BAY = 10,000 SF
TOTAL AREA = 80,500 SF

AREA DIFFERENCE = 3,000 SF

REVISED AREAS
225' X 300' HANGAR = 67,500 SF
200' X 50' SERVICE BAY = 10,000 SF
TOTAL AREA = 77,500 SF

8,550 SF TOTAL BETWEEN PARTS STORAGE AND TOOL CONTROL

LWC INCORPORATED

Exhibit B

Financial Terms for Existing Hangar

Lease Year	Annual Lease Payments
1	$9000
2	$9000
3	$9000
4	$9000
5	$9000
6	$9,270
7	$9,270
8	$9,270
9	$9,270
10	$9,270
11	$9,548
12	$9,548
13	$9,548
14	$9,548
15	$9,548
16	$9,834
17	$9,834
18	$9,834
19	$9,834
20	$9,834

The City and PSA shall agree to a methodology for calculating the annual lease payments during each renewal term.

Exhibit C

Financial Terms for HQ Building

The following amounts shall be the annual lease payments for the HQ Building, inclusive of any land/ground lease amounts. Such payments shall be paid monthly by PSA.

Effective Date	Annual Lease
2-18-2015	$24,000
2-18-2016	$24,000
2-18-2017	$24,000
2-18-2018	$24,000
2-18-2019	$24,000
2-18-2020	$24,720
2-18-2021	$24,720
2-18-2022	$24,720
2-18-2023	$24,720
2-18-2024	$24,720
2-18-2025	$24,998
2-18-2026	$24,998
2-18-2027	$24,998
2-18-2028	$24,998
2-18-2029	$24,998
2-18-2030	$25,748
2-18-2031	$25,748
2-18-2032	$25,748
2-18-2033	$25,748
2-18-2034	$25,748

The City will provide credits to PSA in the form of rent abatements equal to PSA's actual and documented costs to (i) renovate four (4) restrooms, (ii) repaint interior walls and (iii) remove and replace all carpeting at the HQ Building. The City will also, at its sole cost and expense, resurface the vehicle parking lot at the HQ Building and repair/replace the associated sidewalks as necessary.

Exhibit D

Financial Terms for Training Building

The following amounts shall be the annual lease payments for the Training Building, inclusive of any land/ground lease amounts. Such payments shall be paid monthly by PSA.

	Annual Lease	
Effective Date	**Phase 1**	**Phase 2**
2-18-2015	$19,665	$17,947
2-18-2016	$19,665	$17,947
2-18-2017	$19,665	$17,947
2-18-2018	$19,665	$17,947
2-18-2019	$19,665	$17,947
2-18-2020	$20,255	$18,485
2-18-2021	$20,255	$18,485
2-18-2022	$20,255	$18,485
2-18-2023	$20,255	$18,485
2-18-2024	$20,255	$18,485
2-18-2025	$21,268	$19,039
2-18-2026	$21,268	$19,039
2-18-2027	$21,268	$19,039
2-18-2028	$21,268	$19,039
2-18-2029	$21,268	$19,039
2-18-2030	$22,231	$19,610
2-18-2031	$22,231	$19,610
2-18-2032	$22,231	$19,610
2-18-2033	$22,231	$19,610
2-18-2034	$22,231	$19,610

Exhibit E

Financial Terms for OCC Building

The following amounts shall be the annual lease payments for the OCC Building, inclusive of any land/ground lease amounts. Such payments shall be paid monthly by PSA.

Effective Date	Annual Lease
2-18-2015	$33,600
2-18-2016	$33,600
2-18-2017	$33,600
2-18-2018	$33,600
2-18-2019	$33,600
2-18-2020	$34,608
2-18-2021	$34,608
2-18-2022	$34,608
2-18-2023	$34,608
2-18-2024	$34,608
2-18-2025	$35,646
2-18-2026	$35,646
2-18-2027	$35,646
2-18-2028	$35,646
2-18-2029	$35,646
2-18-2030	$36,715
2-18-2031	$36,715
2-18-2032	$36,715
2-18-2033	$36,715
2-18-2034	$36,715

BACK

8.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 17, 2016

FROM: Aviation/Administration & Finance
Department/Division

Code 51000-3213-23203-43
51000-3213-23395-43

Fund Title Aviation Operating

(CHECK ONE)

Amount $ $120,000/5 yrs.; $497,330/20 yrs.
$356,060/5 yrs.; $1,495,345/20 yrs.

☐ Purchase Order ☑ Lease Agreement

☐ Price Agreement ☐ Estimate of Cost

☐ Award of Contract ☐ Payment of Voucher

☐ Other

Revenue to the City

Supplier/Vendor/Company/Individual:

NAME PSA Airlines, Inc.

ADDRESS 1000 Rosedale Ave., Suite C

Middletown, PA 17057

Justification and description of purchase, contract or payment:

Lease Agreement For An Office Building, Training Facility, And Dispatch Building Addition

The Department of Aviation requests permission to enter into a Lease Agreement For An Office Building, Training Facility, And Dispatch Building Addition ("Lease") between the City of Dayton ("City") and PSA Airlines, Inc. ("PSA") at the Dayton International Airport ("Airport").

The City and PSA entered into a Lease Agreement for an Office Building that was approved by the Dayton City Commission on January 12, 2011 ("2011 Lease"). Under the 2011 Lease, PSA leases a 19,148 square foot Office Building located at 3400 Terminal Drive. The City and PSA entered into an Amended and Restated Lease Agreement for a Training Facility that was approved by the Dayton City Commission on April 11, 2012 ("2012 Lease"). Under the 2012 Lease, PSA leases 9,500 square feet of office space – Phase 1, 12,100 square feet of training space and 1,600 square feet of simulator space – Phase 2, located at 3330-A Terminal Drive. The City and PSA entered into a Lease Agreement for a Dispatch Building Addition that was approved by the Dayton City Commission on August 20, 2014 ("2014 Lease"). Under the 2014 Lease, PSA leases a 7,500 square foot Dispatch Building Addition located at 3330-A Terminal Drive. The terms of the 2014 Lease, 2012 Lease, and 2011 Lease have been combined within this Lease.

Under this new Lease, all terms and rental rates have been incorporated: **1)** 2011 Lease (annual rents) – Years 1-5 $24,000, Years 6-10 $24,720, Years 11-15 $24,998, Years 16-20 $25,748, **2)** 2012 Lease Phase 1 (annual rents) – Years 1-5 $19,665, Years 6-10 $20,255, Years 11-15 $21,268, Years 16-20 $22,231, **3)** 2012 Lease Phase 2 (annual rents) – Years 1-5 $17,947,Years 6-10 $18,485, Years 11-15 $19,039, Years 16-20 $19,610, and **4)** 2014 Lease (annual rents) – Years 1-5 $33,600, Years 6-10 $34,608, Years 11-15 $35,646, Years 16-20 $36,715. This Lease shall commence upon the Effective Date and shall terminate on January 31, 2020. PSA may renew this Lease for three (3) terms of five (5) years each upon giving twelve months advance written notice to the City. Under the terms of this Lease PSA will be provided rent credits to offset costs they incurred for repairs to the Office Building, as describe in Article VII, section B of this Lease.

The Department of Law has reviewed and approved the Lease for form and correctness. Certificates of Revenue are attached.

Approved Affirmative Action Program on File ☐ Yes ☐ No ☑ NA

Approved by City Commission

Division

Clerk

Department

Date

City Manager

FORM NO. MS-16

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue 23203 Program 43

Contract Information: Contract Start Date TBD Contract Expiration Date 1/31/2020

Billing Information: Rate: $2,000.00 Arrears Pre-bill X

Monthly (1st month of billing) January 2015

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date TBD Rate Change Amount $2,060.00

Description of Services (wording on invoice):

Lease of Building at Dayton International Airport (2011 Premises – Office Building)

19,148 SF @ $1.253 PSF/year = $24,000.00

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1334-2 Auditor Date 2/1/2016

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

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue 23395 Program 43

Contract Information: Contract Start Date TBD Contract Expiration Date 1/31/2020

Billing Information: Rate: $3,134.33 Arrears Pre-bill X

Monthly (1st month of billing) January 2015

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date TBD Rate Change Amount $3,228.33

Description of Services (wording on invoice):

Lease of Building at Dayton International Airport (2012 Premises Phase I & II – 2nd Floor Office Bldg & Ground Floor Training/Simulator Space)

9,500 SF @ $2.07 PSF/year = $19,665.00

13,700 SF @ $1.31 PSF/year = $17,947.00

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1334-10 Auditor Date 2/1/2016

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

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue 23395 Program 43

Contract Information: Contract Start Date TBD Contract Expiration Date 1/31/2020

Billing Information: Rate: $2,800.00 Arrears Pre-bill X

Monthly (1st month of billing) March 2016

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date TBD Rate Change Amount $2,884.00

Description of Services (wording on invoice):

Lease of Building at Dayton International Airport (2014 Premises – Dispatch Building)

7,500 SF @ $4.48 PSF/year = $33,600.00

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-12193-6 Auditor Date 2/1/2016

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

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 -

Customer # 251382555 Address Location #

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue 23204 Program 43

Contract Information: Contract Start Date TBD Contract Expiration Date 1/31/2020

Billing Information: Rate: $175.00 Arrears Pre-bill X

Monthly (1st month of billing)

Quarterly (1st month of quarter) March/June/Sept/Dec

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date NA Rate Change Amount NA

Description of Services (wording on invoice):

Water & Sewer Charges for 2012 Premises - Phase I & II

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1334-9 Auditor Date 2/1/2016

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

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name PSA Airlines, Inc.

Address 1000 Rosedale Avenue, Suite C

City Middletown State PA Zip+4 17057 - _____

Customer # 251382555 Address Location # _____

Federal ID# 25-1382555

Revenue Information: Fund 51000 Organization 3213 Revenue * Program 43

Contract Information: Contract Start Date TBD Contract Expiration Date 1/31/2020

Billing Information: Rate: N/A Arrears X Pre-bill _____

Monthly (1st month of billing) January

Quarterly (1st month of quarter) March/June/Sept/Dec (Water/Sewer)

Semi-annual (1st month of half) January/June (Property Taxes)

Annual (1st month of billing) May (Mont. Co. Property Charge)

Other (explain) _____

Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

*23204 - Water & Sewer Charges at Dayton Intl. Airport (excluding 2012 Premises);

*23207 - Cost of Property Taxes at the Dayton Intl. Airport;

*23207 - Montgomery County Property Charge

Departmental Approval _____

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1334- 19 Auditor _____ Date 2/1/2016

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 _____

LEASE AGREEMENT FOR AN
OFFICE BUILDING, TRAINING FACILITY, AND DISPATCH BUILDING ADDITION
(PSA Airlines, Inc.)

THIS LEASE AGREEMENT FOR AN OFFICE BUILDING, TRAINING FACILITY, AND DISPATCH BUILDING ADDITION, ("Lease"), is made and entered into this 14th day of January, 2016, ("Effective Date") between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio, and PSA Airlines, Inc. ("Lessee"), a Pennsylvania corporation authorized to conduct business in the State of Ohio.

WITNESSETH THAT:

WHEREAS, Lessor is the owner and operator of the improved real property, known and referred to as the James M. Cox Dayton International Airport ("Airport"), situated in the City of Dayton, Counties of Montgomery and Miami, State of Ohio; and

WHEREAS, Lessee is engaged in the business of providing air transportation relating to persons, property, cargo, and mail; and

WHEREAS, Lessor owns facilities having the addresses of 3330-A and 3400 Terminal Drive, Dayton, Ohio; and

WHEREAS, Lessor and Lessee entered into a Lease Agreement for an Office Building that was approved by the Dayton City Commission on January 12, 2011 ("2011 Lease"); and

WHEREAS, Lessee currently leases a 19,148 square foot Office Building and grounds from Lessor, located at 3400 Terminal Drive, under the terms of the 2011 Lease; and

WHEREAS, Lessor and Lessee entered into an Amended and Restated Lease Agreement for a Training Facility that was approved by the Dayton City Commission on April 11, 2012 ("2012 Lease"); and

WHEREAS, Lessee currently leases 9,500 square feet of office space on the second floor, 12,100 square feet training space and 1,600 square feet of simulator space on the ground floor, located at 3330-A Terminal Drive, under the terms of the 2012 Lease; and

WHEREAS, Lessor and Lessee entered into a Lease Agreement for a Dispatch Building Addition that was approved by the Dayton City Commission on August 20, 2014 ("2014 Lease"); and

WHEREAS, Lessee currently leases a 7,500 square foot Dispatch Building Addition from Lessor that is used for Operations and Dispatch activities, located at 3330-A Terminal Drive, under the terms of the 2014 Lease; and

WHEREAS, The Training Facility, as described in the 2011 Lease, and the Dispatch Building Addition, as described in the 2012 Lease, are connected and share the mailing address of 3330-A Terminal Drive; and

WHEREAS, The Office Building, as described in the 2014 Lease, resides upon real property contiguous to the premises of the 2011 Lease and the 2012 Lease; and

WHEREAS, Lessor deems it advantageous to itself and the operation of the Airport to lease the combined premises of the 2011, 2012, and 2014 Lease Agreements, as herein described, and all improvements thereon to Lessee under the terms and conditions of this Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, IT IS AGREED AS FOLLOWS:

ARTICLE I – DESCRIPTION OF LEASED PROPERTY

A. Throughout this Lease the Office Building and real property leased in the 2011 Lease Agreement shall be referred to as the "2011 Premises".

B. Throughout this Lease the Training Facility and real property leased in the 2012 Lease Agreement shall be referred to as the "2012 Premises".

C. Throughout this Lease the Dispatch Building Addition and real property leased in the 2014 Lease Agreement shall be referred to as the "2014 Premises".

D. Throughout this Lease the term "Premises" shall mean the combined real property and improvements leased in the each of the 2011 Premises, 2012 Premises, and the 2014 Premises.

E. Lessee shall have the exclusive use of all parking spaces situated near the Premises as identified in the attached Exhibit B.

F. 2011 Premises

Lessor leases to Lessee an Office Building containing approximately 19,148 square feet located at 3400 Terminal Drive situated on approximately 2.41 acres, which includes a vehicular parking lot (hereinafter referred to as the "2011 Premises"), depicted in the attached and incorporated Exhibit C-1.

G. 2012 Premises

Lessor leases to Lessee a Training Facility containing approximately 9,500 square feet of office space on the second floor, 12,100 square feet of training space, and 1,600 square feet of simulator space on the ground floor of the facility located at 3330-A Terminal Drive (hereinafter referred to as the "2012 Premises"), depicted in the attached and incorporated Exhibit C-2.

H. 2014 Premises

Lessor will lease the Dispatch Building Addition containing approximately 7,500 square feet of office space located at 3330-A Terminal Drive, (hereinafter referred to as the "2014 Premises"), depicted in the attached and incorporated Exhibit C-3.

ARTICLE II – USE OF PREMISES

A. Lessee agrees that the Premises may only be used for office space, training classrooms, simulator space, airline dispatch and other general office and storage purposes ("Permitted Uses"), for the benefit and use by Lessee and/or subsidiaries and affiliates of American Airlines Group, Inc. No other use of the Premises shall be permitted unless Lessor's Director of Aviation approves such alternative use(s) in writing.

B. Lessee shall not at any time cause the Premises to become vacant for more than ninety (90) days without the prior written consent of Lessor unless such vacancy is the result of force majeure, fire or other damage or other such event beyond the reasonable control of Lessee.

C. Lessee shall not do or permit anything to be done on or about the Premises which will in any way conflict with any applicable and legally enforceable law, ordinance, rule or regulation issued by any competent governmental authority; or allow the Premises to be used for any improper, immoral or unlawful purpose.

D. Lessee shall have the right to use all appurtenances, equipment and fixtures located and/or situated upon the Premises. Lessor makes no representation or warranty as to such appurtenances, equipment and/or fixtures, their fitness for a particular purpose, merchantability or condition. By execution hereof, Lessee represents that it has inspected the Premises and all appurtenances, equipment and fixtures, and accepts the same on an "as-is" basis. From and after the date of execution of this Lease, Lessee shall be solely responsible for replacement, repair and maintenance for all appurtenances, equipment and fixtures on the Premises except as otherwise provided in this Lease.

ARTICLE III – FEDERAL REQUIREMENTS

Lessee shall comply with the following provisions:

A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

B. Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

C. The Lease shall be subordinate to the provisions of and requirements of any existing or future agreements between Lessor and the United States, relative to the development, operation, or maintenance of the Airport.

D. Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

E. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace.

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

H. Lessee expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair

visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.

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

ARTICLE IV - RIGHTS AND OBLIGATIONS OF LESSEE

A. Lessee shall have no right to conduct the carriage of passengers or cargo by air under this Lease. Any such right to use the airfield may only be granted through a separate written instrument between Lessor and Lessee.

B. Except as otherwise provided in Article VIII, Lessee shall, at its expense, provide for the maintenance of the Premises, which maintenance activities include, but are not limited to:

1. Complete custodial and janitorial service;
2. Complete interior maintenance and repairs, including, but not limited to all doors, including personnel and overhead doors, plumbing and electrical repairs, replacement of fixtures;
3. Maintenance, testing and certification of the elevators;
4. Maintenance, testing and service of fire suppression system in accordance with applicable codes;
5. Maintenance, testing and service of the fire alarm system serving the facility to the lease line;
6. Snow and ice removal from the entrance area to the Premises and the sidewalk leading to and extending along Lessee's designated parking spaces and general snow removal in the parking area; and
7. Maintenance and repair of the parking access system.

C. Lessee shall obtain from all authorities having jurisdiction over the business and operations of Lessee on the Premises, including, but not limited to, the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), U. S. Environmental Protection Agency ("EPA"), Ohio Environmental Protection Agency ("OEPA"), and state and local building and fire protection agencies, all licenses, certificates, permits or other authorizations that are lawfully required for the conduct of its business and operations upon the Premises or necessary to comply with any requirements of this Lease or in the exercise of any right or obligation granted herein. Lessee shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies which may be available to Lessee regarding any dispute or contest related to any authorizations required.

D. The storage, handling and disposal of all hazardous materials, as defined by federal, state and local laws, shall be in compliance with all applicable licenses, permits, certificates or other authorizations obtained by Lessee or Lessor and in compliance with all applicable federal, state and local laws governing the storage, handling and disposal of same.

E. Lessee shall repair or pay for any and all damages to Lessor and its property caused by any wrongful or negligent act or omission of Lessee, its agents, employees and/or contractors arising out of the use or occupancy of the Premises or in the exercise of any right or obligation granted herein.

F. Lessee shall, at its expense, provide and use suitable covered receptacles for the storing of all trash, garbage and other refuse created in the conduct of its business or operations upon the Premises or arising from Lessee's exercise of any right or obligation under this Lease. Lessee shall, at its expense, provide for the complete, proper and routine removal and disposal away from the Airport of all refuse generated from the activities on the Premises. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

G. Lessee, its agents, employees, patrons, guests, invitees and suppliers of service or furnishers of materials shall have the unrestricted right of ingress to and egress from the Premises and shall have the right in common with others to use the public roadways serving the Airport.

H. Lessee acknowledges that real property taxes and assessments are assessed on the entire Airport parcel, of which the 2011 Premises are a portion thereof. Lessee shall pay the taxes and assessments becoming due and payable that are solely attributable to the 2011 Premises during the period of Lessee's occupancy of the 2011 Premises under this Agreement ("Lessee's Share"). Lessee's Share is based on the valuations set forth in the Industrial Report of the Auditor of Montgomery County, Ohio (the "Report") for Montgomery County Auditor Parcel Number R72717413-0001 (or the Report's successor and any updates thereto), in which the 2011 Premises and buildings, which have been identified as land and improvements numbered 23 (or such other successor number or manner of identifying the Premises in said Report). Lessor shall bill Lessee for Lessee's Share, which Lessee agrees to pay within thirty (30) days from the date of the invoice. Lessee may protest or contest, in the manner specified by Lessor, the validity or amount of any such real property tax or assessment. Lessor agrees to file such protest or contest for Lessee with the taxing authority for Montgomery County, Ohio; however, Lessee shall provide, at its own cost and expense, legal representation and the information, documentation and required appraisals for such protest or contest. Except for filing such protest or contest, Lessor is not obligated or otherwise responsible to take any other action with respect to the protest or contest. Further, Lessee's right to protest or contest taxes and assessments hereunder does not relieve it of the obligation to pay the invoiced amount for taxes to Lessor. In the event the protest or contest is successful and a reduction of taxes is granted, Lessor will credit the amount overpaid to the next invoice for taxes, unless the parties

mutually agree to credit or pay the amount overpaid in a different manner. Lessee shall also pay any and all taxes due with respect to its personal property situated on the Premises.

I. Upon execution of this Lease, Lessee shall have all utility accounts, exclusive of water and sewer utility services, that serve the Premises placed in Lessee's name and shall pay, while this Lease is effective, all utility charges (i.e. telephone, natural gas and electric) directly to the utility companies or municipalities providing such utility services or as otherwise required by the utility service provider. Lessee agrees to notify Lessor immediately upon termination of any utility account; Lessor may, at its option, after ten (10) days prior written notice to Lessee, place such terminated utility account in its name. In the event Lessor, willingly or otherwise, assumes the responsibilities for providing natural gas or electric services to Lessee, Lessee shall pay to Lessor the actual cost incurred by Lessor in providing the utility service to the Lessee. If Lessor bills Lessee for any involuntary assumption of utilities, Lessor may include a five percent (5%) administrative charge.

J. With the sole exception of the 2012 Premises, Lessee shall have all water and sewer services for the Premises sub-metered during the term of this Lease. The rates and charges for the sub-metered water and sewer services for the Premises are included on Lessor's master meter billing for the entire Airport. Accordingly, Lessor shall bill Lessee directly for its sub-metered water and sewer service for the Premises, which Lessee agrees to pay.

With respect to the 2012 Premises, the Parties agree that the utilities are not currently sub-metered. Lessee shall pay a fee of seventy-five dollars ($75.00) per quarter to Lessor for water and sewer service. Upon Beneficial Occupancy, as that term is defined in the 2012 Lease, of the ground floor space, Lessee shall pay a fee of one hundred seventy-five dollars ($175.00) per quarter to Lessor for water and sewer service.

K. Lessee shall provide, at its sole expense, parking identification tags or other visible indication to identify that such vehicle is authorized to park in the parking spaces identified in Exhibit B.

L. Lessee shall not erect, allow or permit to be maintained on the Premises, or upon the exterior of any improvement on the Premises, any billboards or advertising signs, except those which have the prior written approval of Lessor. Notwithstanding, Lessee may maintain on the exterior of the Premises its name or trade name, in neatly arranged electric, neon or other type sign or signs; the size and type of sign or signs subject to Lessor's prior approval.

M. Lessee may make minor alterations and changes to the Premises and improvements constructed thereon as Lessee may, at any time during the term hereof, find necessary or convenient for its purpose, including, but not limited to, relocating or adding outlets and light switches. Any additions, alterations, demolition or changes to the Premises and improvements of a material, substantial or structural nature, shall not be permitted under

this Lease without Lessor's prior written consent, and which in Lessor's sole opinion would not require a separate construction agreement.

ARTICLE V – TITLE TO IMPROVEMENTS

A. Lessor owns the land and all improvements to the Premises. Title to any additional improvements made to and upon the Premises, excluding trade fixtures, shall vest in Lessor at such time as this Lease is terminated and/or expires. Upon termination of this Lease, Lessee shall surrender the Premises and the improvements thereon to Lessor in good condition subject to normal wear, tear and depreciation.

B. Lessee's obligation to deliver the Premises and improvements in good condition shall survive the termination of this Lease.

ARTICLE VI - TERM

This Lease shall commence on the Effective Date and shall terminate on January 31, 2020 ("Initial Term"), unless earlier terminated or renewed in accordance with the terms herein. This Lease may be renewed for three (3) terms of five (5) years each, exercisable by Lessee giving twelve (12) months' advance, written notice to the Lessor (each a "Renewal Term").

ARTICLE VII - RENTALS

A. The rental rates for the 2011 Premises, the 2012 Premises, and the 2014 Premises are stated below.

1. 2011 Premises

Lessee shall pay to Lessor annual rents on the 19,148 square feet of Office Building and real property, during the Initial Term and any exercised Renewal Terms, as follows:

- Initial Term- The annual rent for the Initial Term shall be Twenty-Four Thousand Dollars ($24,000.00), based on a rate of One Dollar and approximately Twenty Five Cents ($1.253) sf/per year;
- Years 6 through 10 (Renewal Term 1")- The annual rent for Renewal Term 1 shall be Twenty-Four Thousand Seven Hundred Twenty Dollars ($24,720.00), based on a rate of One Dollar and approximately Twenty-Nine Cents ($1.290) sf/per year;
- Years 11 through 15 (Renewal Term 2")- The annual rent for Renewal Term 2 shall be Twenty-Four Thousand Nine Hundred Ninety-Eight Dollars ($24,998.00), based on a rate of One Dollar and approximately Thirty Cents ($1.305) sf/per year; and
- Years 16 through 20 ("Renewal Term 3")- The annual rent for Renewal Term 3 shall be Twenty-Five Thousand Seven Hundred Forty-Eight Dollars ($25,748.00), based on a rate of One Dollar and approximately Thirty-Four Cents ($1.344) sf/per year.

2. 2012 Premises - Phase I

Lessee shall pay to Lessor annual rents on the 9,500 square feet of Second Floor Office Space, during the Initial Term and any exercised Renewal Terms, as follows:

- Initial Term - The annual rent for the Initial Term shall be Nineteen Thousand Six Hundred Sixty-Five Dollars ($19,665.00), based on a rate of Two Dollars and approximately Seven Cents ($2.07) sf/per year;
- Renewal Term 1- The annual rent for Renewal Term 1 shall be Twenty Thousand Two Hundred Fifty-Five Dollars ($20,255.00), based on a rate of Two Dollars and approximately Thirteen Cents ($2.132) sf/per year;
- Renewal Term 2 - The annual rent for Renewal Term 2 shall be Twenty Thousand Eight Hundred Sixty-Two Dollars ($21,268.00), based on a rate of Two Dollars and approximately Twenty-Three Cents ($2.238) sf/per year; and
- Renewal Term 3 - The annual rent for Renewal Term 3 shall be Twenty-One Thousand Four Hundred Eighty-Eight Dollars ($22,231.00), based on a rate of Two Dollars and approximately Thirty-Four Cents ($2.34) sf/per year.

3. 2012 Premises - Phase II

Lessee shall pay to Lessor annual rents on 12,100 square feet of Ground Floor Training Space and 1,600 square feet of Ground Floor Simulator Space which totals 13,700 square feet, during the Initial Term and any exercised Renewal Terms, as follows:

- Initial Term - The annual rent for the Initial Term shall be Seventeen Thousand Nine Hundred Forty-Seven Dollars ($17,947.00), based on a rate of One Dollar and approximately Thirty-One Cents ($1.31) sf/per year;
- Renewal Term 1 - The annual rent for Renewal Term 1 shall be Eighteen Thousand Four Hundred Eighty-Five Dollars ($18,485.00), based on a rate of One Dollar and approximately Thirty-Four Cents ($1.349) sf/per year;
- Renewal Term 2 - The annual rent for Renewal Term 2 shall be Nineteen Thousand Thirty-Nine Dollars ($19,039), based on a rate of One Dollar and approximately Thirty-Eight Cents ($1.389) sf/per year; and
- Renewal Term 3 - The annual rent for Renewal Term 3 shall be Nineteen Thousand Six Hundred Ten Dollars ($19,610.00), based on a rate of One Dollar and approximately Forty-Three Cents ($1.431) sf/per year.

4. 2014 Premises

Lessee shall pay to Lessor annual rents on the 7,500 square feet of Dispatch Building Addition and real property, during the Initial Term and any exercised Renewal Terms, as follows:

- Initial Term - The annual rent for the Initial Term shall be Thirty Three Thousand Six Hundred Dollars ($33,600.00), based on a rate of Four Dollars and approximately Forty-Eight Cents ($4.48) sf/per year;
- Renewal Term 1 - The annual rent for Renewal Term 1 shall be Thirty-Four Thousand Six Hundred Eight Dollars ($34,608.00), based on a rate of Four Dollars and approximately Sixty-One Cents ($4.614) sf/per year;
- Renewal Term 2 - The annual rent for Renewal Term 2 shall be Thirty-Five Thousand Six Hundred Forty-Six Dollars ($35,646.00), based on a rate of Four Dollars and approximately Seventy-Five Cents ($4.752) sf/per year; and
- Renewal Term 3 - The annual rent for Renewal Term 3 shall be Thirty-Six Thousand Seven Hundred Fifteen Dollars ($36,715.00), based on a rate of Four Dollars and approximately Eighty-Nine Cents ($4.895) sf/per year.

B. Lessor and Lessee entered into an agreement effective May 6, 2015 for the construction of an additional aircraft hangar and maintenance facility at the Airport ("Development Agreement"), attached hereto as Exhibit A. The Development Agreement stipulates that the Lessor shall provide Lessee rent abatement ("Rent Credits") for certain repairs and refurbishments of the Office Building ("HQ Building") as described in the 2011 Lease, and shall undertake certain other repairs and refurbishment activities at its sole expense.

Lessee shall be permitted to utilize Rent Credits to offset the cost of the repairs and improvements constructed at Lessee's expense against rental amounts contained herein, based upon the methodology specified in the attached Exhibit A-1.

C. Without waiving any other right or action available to Lessor in the event of default in payment of any undisputed rentals, fees or charges due to the Lessor hereunder, if Lessee is delinquent for a period of thirty (30) days or more in paying to Lessor any undisputed rental due and owing to Lessor pursuant to this Lease, Lessee shall pay to Lessor a late charge thereon calculated at the rate of one percent (1%) per month from the date such item was due and owing until full payment including late charges have been paid. Such late charges shall not occur with respect to disputed items being contested in good faith by Lessee.

D. The annual rent due under this Lease shall be paid in equal monthly installments, which shall be due on the first day of each month and without notice to Lessee, to the following address:

City of Dayton, Ohio
P. O. Box 632094
Cincinnati, OH 45263-2094

or at such other place as Lessor shall, in writing, direct.

ARTICLE VIII - RIGHTS AND OBLIGATIONS OF LESSOR

A. Lessor shall have the right to adopt and enforce reasonable rules and regulations, with respect to the use of the Airport and facilities thereon, which Lessee agrees to observe and obey.

B. Lessor shall have the full and unrestricted right, at any and all times during normal business hours and at all other times upon reasonable notice to Lessee, when possible, to access and enter the Premises for the purpose of inspecting the Premises and doing any and all things, which the Lessor is obligated or authorized to do as set forth herein, or which may be deemed necessary for the proper general conduct and operation of the Airport and in the exercise of the Lessor's police power. This provision shall in no way limit or restrict Lessor's right to enter upon the Premises in the event of an emergency. Reasonable notice, as used in this subsection, shall in no event be interpreted to require more than twenty-four (24) hour notification.

C. Lessor warrants quiet enjoyment of the rights and privileges granted herein, during the term hereof, upon the performance of Lessee's covenants contained herein and subject to Section B of this Article VIII.

D. Nothing contained herein shall prohibit Lessor from granting easements, utility or otherwise as long as said easements would not restrict Lessee's use or utility of the Premises for the purposes stated herein.

E. Except as provided for in Article IV, Lessor shall, at its sole expense, maintain the roof, existing heating and air conditioning repair or replacement, maintenance and repair of the asphalt parking lot, including striping of the parking areas, repair and replacement of any outside lighting fixtures, storm and sanitary sewer repairs on and to the Premises but shall not include stopped up toilets, sinks and the like. Structural components do not include interior doors. Lessor will provide general snow removal on the adjacent roads and access points outside the Premises in accordance with its snow operations schedule. It is understood and agreed that Lessor shall have no obligation to modify the Premises for Lessee's use, needs or convenience during the term hereof.

F. If Lessee fails to provide and maintain proper trash removal or other required maintenance, Lessor shall have the right, but not the obligation, to provide or perform said services and to bill Lessee for the actual cost to provide said services, plus a five percent (5%) administrative fee, which Lessee agrees to pay.

G. Lessor shall, at its expense, operate and maintain the water, sanitary sewer and storm sewer system serving the Airport and to the lease line of the Premises. Lessor will be responsible for the mowing and landscape maintenance of all grounds and will provide general police and fire protection for the Premises as it does for other areas of the Airport.

ARTICLE IX - NON-DISCRIMINATION

A. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on the Premises described in this Lease for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended, superseded or modified.

B. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations as may be amended, superseded or modified.

C. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and facilities thereon and hold the same as if said Lease had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing in this Article shall prevent Lessee from exhausting all administrative and/or judicial remedies available to Lessee in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

ARTICLE X - INDEMNIFICATION

A. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any wrongful or negligent act or omission of Lessee, its agents, contractors and employees occurring during the Term of this Lease.

It is agreed that, to the extent permitted by law, no agreement or covenant by Lessee under this Subsection A shall include liability or damages for injury to persons or damage to

property caused by or resulting from the acts, errors or omissions of Lessor, its agents, contractors or employees.

B. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any mechanics or other lien or order for the payment of money filed against the Premises, Lessor or any property of Lessor, arising out of any act or omission of Lessee, its tenants or subtenants or anyone claiming through or under Lessee. Lessee shall, at Lessee's expense, cause the same to be cancelled or discharged of record and shall save and hold harmless Lessor from and against any and all costs, expenses, claims, losses or damages including reasonable counsel fees resulting therefrom or by reason thereof.

C. Lessor shall not be liable to Lessee or to Lessee's subtenants, agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Lessee's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport. Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenues to Lessee unless resulting from Lessor's acts or omissions in the maintenance and operation of the Airport or failure to operate the Airport.

D. Except as provided in Article X (A) above, the obligations of Lessee under this Article X shall survive the termination of this Lease and shall not be affected in any way by the amount of or the absence in any case of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.

E. The Lessor's elected officials, officers, agents and employees, shall have no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Lessor of any of its obligations.

F. Notwithstanding any other provision of this Lease to the contrary, to the extent permitted by law, Lessee waives any and every claim for recovery from the Lessor for any and all loss or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by Lessee or which would have been recoverable if the insurance required hereunder had been maintained by Lessee, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessee agrees to give each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to

prevent the invalidation of insurance coverage by reason of said waiver. Lessee shall require any subtenant to include similar waivers of subrogation in favor of the Lessor.

G. In the event Lessee, its agents, contractors or employees, violate any security measure at the Airport, including, but not limited to, any Federal Aviation Administration or Transportation Security Administration security laws, rules, regulations, orders and directives, Lessee shall assume full and complete responsibility for such violations, including payment of any penalty imposed, and shall defend, indemnify and hold the City, its elected officials, officers, agents and employees harmless therefrom.

ARTICLE XI - INSURANCE

A. Lessee, at its sole cost and expense, shall procure and maintain, or cause to be maintained, at all times during the term of this Lease, the following insurance, with insurance companies authorized to do business in the State of Ohio and having at least an "A" rating from A. M. Best (or an equivalent S&P financial strength rating) and covering all operations under this Lease, whether performed by Lessee or by its contractors:

1. Commercial Liability Insurance (Primary and Umbrella):

   Commercial Liability Insurance with limits of not less than Five Million Dollars ($5,000,000) per occurrence, combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The Lessor, its elected officials, officers, agents, volunteers, and employees shall be named as additional insureds, on a primary, non-contributory basis for any liability arising directly or indirectly from this Lease.

2. All Risk Property Insurance:

   a. Lessee shall obtain an "All Risk Property" policy, including improvements and betterments covering damage to building, machinery, equipment or supplies in the amount of full replacement value of the property within the Premises. Lessor is to be named as a loss payee on said policy or policies of insurance.

   b. Lessee shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned or rented by Lessee.

   c. When Lessee undertakes any improvement, construction or repair project on or to the Premises, an "All Risk Blanket Builders Risk Insurance" shall

be provided by Lessee to cover at replacement cost the materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include the following: right to partial occupancy, material stored off-site and in transit, earthquake, faulty workmanship or materials, extra expense, loss of revenue, and loss of use of property. The Lessor shall be named as loss payee on said policy or policies of insurance.

3. Automobile Liability Insurance:

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Lessee shall provide Comprehensive Automobile Liability Insurance with limits of not less than Five Million Dollars ($5,000,000) per occurrence combined single limit, for bodily injury and property damage.

B. Original certificates of insurance evidencing the required coverage to be in force on the effective date of this Lease as set forth herein, and all renewal certificates of such insurance, shall be provided to Lessor. At the Lessor's request, Lessee shall furnish complete copies of all policies of insurance. The receipt of any certificate or policy does not constitute agreement by the Lessor that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. The failure of the Lessor to obtain certificates or other insurance evidence from Lessee or its contractors shall not be deemed to be a waiver by the Lessor. Lessee or its contractors shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve Lessee or its contractors of their obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Lease, and the Lessor retains the right to terminate this Lease as provided in Article XVI until proper evidence of insurance is provided. All policies of insurance, excluding the insurance required of Lessee's contractors, shall provide for a minimum of thirty (30) days prior written notice to be given to the Lessor in the event coverage is substantially changed, canceled, or non-renewed.

C. If Lessee fails to obtain or maintain any of the insurance policies under this Lease or to pay any premium in whole or in part when due, Lessor may (without waiving or releasing any obligation or default by Lessee hereunder) obtain and maintain such insurance policies and/or take any action which Lessor deems appropriate. In such instances, reasonable attorney's fees, court costs, and expenses shall be reimbursed by the Lessee upon demand by Lessor.

D. Lessee shall require all contractors to carry the insurance required herein, or Lessee or its contractors may provide the coverage for any or all contractors, and, if so, the evidence of insurance submitted shall so stipulate. Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Lessee or its contractors. Lessee and its

contractors agree that insurers shall waive their rights of subrogation against the Lessor, its employees, elected officials, agents, or representatives. Lessee and its contractors expressly understand and agree that any coverages and limits furnished by Lessee or its contractors shall in no way limit the Lessee or its contractors' liabilities and responsibilities specified within this Lease or by law. Lessee and its contractors expressly understand and agree that any insurance or self-insurance programs maintained by the Lessor shall not contribute with insurance provided by the Lessee or its contractors under this Lease. If Lessee or its contractors desire additional coverage, higher limits of liability, or other modifications for its own protection, then Lessee or its contractors shall each be responsible for the acquisition and cost of such additional protection.

E. The insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. The Lessor maintains the rights to modify, delete, alter or change these requirements.

F. The insurance required by this Lease, at the option of Lessee or contractors, may be effected by blanket or umbrella policies issued to Lessee or contractors covering the Premises and other properties owned or leased by Lessee or contractors, provided that the policies otherwise comply with the provisions of this Lease and allocate to the Premises the specified coverage, without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein.

G. Lessee shall maintain, at all times during the term hereof, Workers' Compensation and Occupational Disease Insurance for its employees employed or providing service(s) upon the Premises in such amounts as prescribed under Ohio law.

ARTICLE XII – DAMAGE AND DESTRUCTION

A. If the Premises are damaged, in whole or in part, by fire or casualty, Lessee shall repair the damage to the improvements as soon as reasonably possible at Lessee's expense or, upon mutual agreement, shall take such other actions as is mutually agreed between Lessor and Lessee. Lessee may use insurance proceeds from insurance it carried to pay for the work as it progresses, and the Lessor shall permit any such proceeds to be made available.

B. During any period in which Lessee is unable to use all or a substantial portion of the Premises due to damage or destruction of the Premises and which significantly impacts Lessee's operations and use of the Premises, then the rent payable for the Premises shall be abated or appropriately adjusted for the period during which such damage renders the Premises unusable or operations are so curtailed or terminated. However, if Lessor determines that such damage resulting in inability to use all or a substantial portion of the Premises is caused by the acts, errors or omissions of Lessee, its employees, agents and/or contractors, Lessee shall not be entitled to an abatement of rents as provided herein. Except for such abatement of rents due, as applicable, Lessee shall have no claim against

the Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

C. If any improvements to the Premises are not diligently repaired by Lessee or such action as mutually agreed by the Lessor and Lessee is not undertaken and completed, then the Lessor shall be entitled to all insurance proceeds payable for such damages to the Premises. Where the Lessee is obligated to repair or restore or remove improvements, Lessee must do so notwithstanding that insurance proceeds may be insufficient.

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

The leasehold estate and rights granted herein are the personal property of Lessee. Lessee shall not be permitted to sell, assign, transfer, sublet or underlet the same, or any portion thereof, without Lessor's written consent except to its parent or sister corporation or any successor corporate entity resulting from acquisition or merger. Any assignment or sublet in violation hereof shall be void.

ARTICLE XIV - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All covenants, stipulations and agreements in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

ARTICLE XV - TERMINATION BY LESSEE

A. In addition to all other remedies available to the Lessee under this Lease or at law, Lessee may terminate this Lease if Lessor defaults in the performance of any material covenant or agreement required to be performed by it herein, and Lessor fails to remedy such default, or to take prompt action to remedy such default, within a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. If by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessee may terminate this Lease only if the Lessor shall have failed to commence the remedying of such default within the thirty (30) day period following such written demand, or having so commenced, fails thereafter to continue with diligence the remedying thereof.

B. Lessee may cancel this Lease, without cause, upon giving one hundred eighty (180) days prior written notice.

C. Lessee shall exercise its right of cancellation by giving written notice to Lessor at any time after the lapse of the applicable periods of time and this Lease shall terminate as of that time. Rental and other payments due hereunder shall be payable (and prorated, as applicable) to the date of termination.

ARTICLE XVI - TERMINATION BY LESSOR

A. In addition to all other remedies available to Lessor hereunder or at law, Lessor may terminate this Lease should any one or more of the following events occur:

1. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction; or if Lessee shall be divested of its rights, powers and privileges under this Lease by operation of law;

2. If Lessee fails to make any undisputed payments required of it hereunder at the times and in the amounts as required of it under this Lease and said default is not cured by tendering the full amounts due and owing within thirty (30) days after Lessor notifies Lessee in writing of the default in payment(s);

3. If Lessee shall fail to perform, keep and observe all of the material covenants and conditions contained in this Lease to be performed, kept and observed by it (excluding non-payment of the rents, charges and fees), and said failure is not cured, or action taken to correct such failure, within thirty (30) days after Lessor notifies Lessee in writing of said failure. If by reason of the nature of such default, the same cannot be remedied within said thirty (30) days, then Lessor shall have the right to terminate this Lease if the Lessee shall have failed to commence the remedying of such default within said thirty (30) days following such written demand, or having so commenced, shall fail thereafter to continue with diligence the remedying thereof; or

4. If Lessee or its agents or employees, violate any applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or fails to maintain current permits or licenses required in the performance of this Lease, if the same shall not be corrected or action taken to correct within thirty (30) days after Lessee's receipt of written notice, which shall state in detail the violation.

ARTICLE XVII – HOLDING OVER

In the event that Lessee holds over and remains in possession of the Premises and rights granted herein after termination of this Lease and without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy which may be terminated at any time by Lessor or Lessee. Lessor will provide Lessee with sixty (60) days advance notice of any increase in the rental amount due during such holdover tenancy period in excess of 1/12th the rental amount for the immediately preceding twelve (12) month period.

ARTICLE XVIII - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Lease; provided that the validity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XIX - WAIVER

A. No waiver by either party at any time; of any of the terms, conditions, covenants or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other. Receipt by Lessor of rent with knowledge of the breach by Lessee of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor or Lessee as the case may be.

B. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XX – GENERAL PROVISIONS

A. The term Lessor, as used in this Lease, means the City of Dayton, Ohio and where this Lease speaks of approval and consent by Lessor, such approval is understood to be manifested by act of Lessor's Director of Aviation, except as otherwise expressly stated in this Lease. Whenever in this Lease, the approval or consent of Lessor is required, such approval or consent will not be unreasonably withheld.

B. Notices to Lessor provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

James M. Cox Dayton International Airport
Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377

Attn: Director of Aviation

or such other address as Lessor shall direct in writing.

C. Notices to Lessee provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

PSA Airlines Attn: President
3400 Terminal Drive
Vandalia, OH 45377

with a copy via e-mail to:

Terry Petrun
Vice President – Shared Services Organization
Terry.petrun@aa.com
with a copy letter in writing to:

American Airlines
ATTN – VP Corporate Real Estate
4333 Amon Carter Blvd, MD 5317
Ft Worth, TX 76155

or such other address as Lessee shall direct by written notice given in accordance with this Article XX(C). Any notice given in accordance with this Article XX(C) shall be deemed given as of the date personally delivered or as of the date of mailing or deposit with the overnight courier, as applicable, and shall be deemed received as of the date personally delivered or as of the date of receipt shown on the receipt provided by the United States Postal Service or overnight courier, as applicable.

D. Lessee and Lessor each represents that it has carefully reviewed the terms and conditions of this Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by the Lease.

E. Any headings in this Lease are for convenience of reference only and do not define or limit the provisions thereof. In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Lease. All section references, unless otherwise expressly indicated, are to sections in this Lease. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.

F. By execution of this Lease, Lessee hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.

G. Lessee (and any person claiming by or through Lessee) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the Lessor under this Lease, and not any other funds or assets of the City of Dayton, Ohio whatsoever.

H. Neither Lessee nor any contractor of Lessee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the Lessor's ownership of fee title to the Premises.

I. By entering into this Lease, Lessor shall in no way be deemed a partner or joint venturer with Lessee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.

J. The parties may amend or modify this Lease, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of Lessor and Lessee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

K. This Lease represents the entire and integrated agreement between Lessor and Lessee. This Lease supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Lease. The 2011 Lease, 2012 Lease and 2014 Lease are shall each terminate by mutual agreement of the parties on the Effective Date of this Lease.

L. This Lease 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.

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IN WITNESS WHEREOF, Lessor and Lessee, by their duly authorized representatives, have executed this Lease as of the day and year first above written.

PSA AIRLINES, INC.

By: _____

Print Name: Don Flannery

Title: President

CITY OF DAYTON, OHIO

_____

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____

City Attorney SRB GWF

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

_____, 2016

Min./Bk. _____ Pg. _____

_____

Clerk of the Commission

EXHIBIT A

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between PSA Airlines, Inc., a corporation in the State of Ohio, currently located at 3330 Terminal Drive, Vandalia, Ohio 45377 ("Company"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City").

WITNESSETH THAT:

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses;

WHEREAS, Company pledges to create and retain full-time permanent employment positions in the City of Dayton; and

WHEREAS, City finds it beneficial and in its best interests to provide support to Company for the Project under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

For the purposes this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Employment Commitment. The number of full-time equivalent employees, both retained and new, Company promises as a material condition of this Agreement.

Facility. A 77,500 square foot aircraft maintenance hangar and associated office/shop space to be constructed at the Dayton International Airport.

Full-time Employee. An employee working an average of at least 35 hours per week/annually. This does not include part-time or contract employees.

Maintained Job. A position that will remain even if the project does not go forward.

New Job. Any full-time equivalent position not yet in existence at the time of this Agreement that will be created and filled by Company.

Retained Job. Any full-time equivalent position already in existed at the time of this Agreement that is currently funded by Company (one that could be lost if the project does not go forward).

ARTICLE 2. PROJECT.

The City will construct a 77,500 square foot aircraft maintenance hangar at the Dayton International Airport ("Project"). City will commence the Project upon execution of this Agreement.

City shall complete the Project for occupancy on or before April 25, 2016, unless such completion date is extended upon mutual written agreement between the parties to this Agreement. City shall construct the Project in accordance with the general specificcations attached hereto as Exhibit A.

ARTICLE 3. FACILITY LEASE.

In consideration of the City's commitment to construct the Project, Company agrees to enter into a lease for the Facility for a twenty (20) year term beginning approximately on April 25, 2016 and ending on May 31, 2036, with three (3) extension terms of five (5) years each, exercisable by Company by the giving of twelve (12) months' advance written notice to the City.

City and Company shall execute a lease for the Facility and amendments to the other agreements referenced in this Agreement, all under mutually acceptable terms and conditions, prior to Project completion. The following amounts shall be the annual lease payments for the Facility, inclusive of building and ground rent:

Lease Year	Annual Lease Payments
1	$558,000
2	$558,000
3	$558,000
4	$558,000
5	$558,000
6	$591,480
7	$591,480
8	$591,480
9	$591,480
10	$591,480
11	$626,969
12	$626,969
13	$626,969
14	$626,969
15	$626,969
16	$664,587
17	$664,587
18	$664,587
19	$664,587
20	$664,587

The lease shall include a methodology for calculating the annual lease payments during each renewal term.

ARTICLE 4. EXISTING LEASES.

As additional consideration for the City's committtment to complete the Project, Company and City agree to execute amendments to four existing leases at Dayton International Airport prior to Project completion. The amendments shall extend the terms of four existing leases and amend the financial consideration of the leases, as follows:

A. The ground lease for the existing PSA aircraft maintenance hangar at DAY (the "Existing Hangar") will be amended to modify the expiration date of such lease to be concurrent with the lease term for the Facility, with the same three (3) extension terms of five (5) years each, as found in Article 3 above. Financial terms for the amendment to the Existing Hangar lease are attached hereto as Exhibit B.

B. The lease for the PSA Administrative Office Building (the "HQ Building") will be amended to modify the expiration date of such lease to January 31, 2020. Such lease modification shall also include three (3) extension terms of five (5) years each, exercisable by PSA by the giving of twelve (12) months' advance, written notice to the City. Financial terms for the HQ Building are attached hereto as Exhibit C.

C. The lease for the PSA Training Building (the "Training Building") will be amended to modify the expiration date of such lease to January 31, 2020. Such lease modification shall also include three (3) extension terms of five (5) years each, exercisable by PSA by the giving of twelve (12) months' advance, written notice to the City. Financial terms for the Training Building are attached hereto as Exhibit D.

D. The lease for the Dispatch Operations Building (the "OCC Building") will be amended to modify the expiration date of such lease to January 31, 2020. Such lease modification shall also include three (3) extension terms of five (5) years each, exercisable by PSA by the giving of twelve (12) months' advance, written notice to the City. Financial terms for the OCC Building are attached hereto as Exhibit E.

ARTICLE 5. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT.

A. Company has 582 full-time employment positions in the City of Dayton with an estimated annual payroll of $23,000,000 at the Facility. Pursuant to this project and as additional consideration for City's execution of this Agreement, Company shall:

(1) retain 582 full-time permanent employment positions in the City of Dayton throughout the term of this Agreement;

(2) create additional 50 New Jobs in the City of Dayton with an annual payroll of $2,100,000 by December 31, 2016; and

(3) maintain 632 full-time employment positions in the City of Dayton through April 20, 2019.

B. Wage Withholding Taxes Due to City. The parties acknowledge and understand that in addition to a long term Lease for the newly constructed facility, Company's commitment to create and retain jobs in the City of Dayton, as specified above, is the consideration upon which this Agreement is based. Company therefore agrees that by establishing and maintaining the employment figures as projected, Company shall pay annual minimum wage withholding taxes (based on the current 2.25% applicable tax rate) to City from Company's employee wages subject to withholding in the amounts stated below ("Committed Employee Wage Withholding Taxes") each year.

Year of Agreement	Committed Employee Wage Withholding Taxes to be Paid**
2016	$23,625
2017	$48,667
2018	$50,127
2019	$12,907

** The Annual Committed Employee Wage Withholding Taxes to be Paid are subject to and shall be adjusted for changes in the City's Income Tax rate.

For any year after the Development Grant is distributed in which the annual wage withholding taxes paid to City by Company falls below the amount stated in the "Committed Employee Wage Withholding Taxes to be Paid" for the corresponding year, Company shall pay such deficiency to City by March 31st of the following year ("Deficiency Payments"). In any event, the Company's total accumulated Deficiency Payments during the term of this agreement shall not exceed the total Development Grant provided by the City hereunder.

C. Credit for Wage Withholding Taxes Paid. For any given year, Company shall not receive a credit for exceeding the committed amount of wage withholding taxes to be paid to City.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Company's average hourly wage actually paid to employees shall be no less than the Living Wage as set forth in the City of Dayton Living Wage Ordinance (R.C.G.O. §§35.70 – 35.74).

B. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records, in aggregate and not containing any Personally Identifiable Information ("PII"), to the Office of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

C. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records, excluding any PII.

D. Company agrees to supply additional information upon reasonable request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 7. TERM AND TERMINATION.

A. This Agreement shall commence upon execution by City and it shall remain in effect until April 25, 2019 unless extended to a later date by amendment or earlier terminated.

B. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Company's failure to comply with any term, covenant or condition of this Agreement, or any lease agreement with the City, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 9. POLITICAL CONTRIBUTIONS.

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

ARTICLE 10. RECORDS AND RETENTION.

Company shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Company will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible, however no Personally Identifiable Information ("PII") shall be released to the City or any other entity on the City's behalf. At any time during normal business hours and as often as City may reasonably request, Company shall

make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Company shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Company and made available, excluding any PII, for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Company shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

ARTICLE 11. TAX REPRESENTATION.

Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS.

A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement in any manner or degree. Company further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

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

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

D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

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

F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City:	Regina M Holman Department of Aviation City of Dayton P.O. Box 22, 101 West Third Street Dayton, OH 45401
For Company:	Dion Flannery PSA Airlines, Inc. 3330 Terminal Drive Vandalia, OH 45377

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

PSA AIRLINES, INC.

By: _____

Print Name: Dan Flannery
Authorized Signer

CITY OF DAYTON, OHIO

_____
for City Manager

June 29, 2015
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

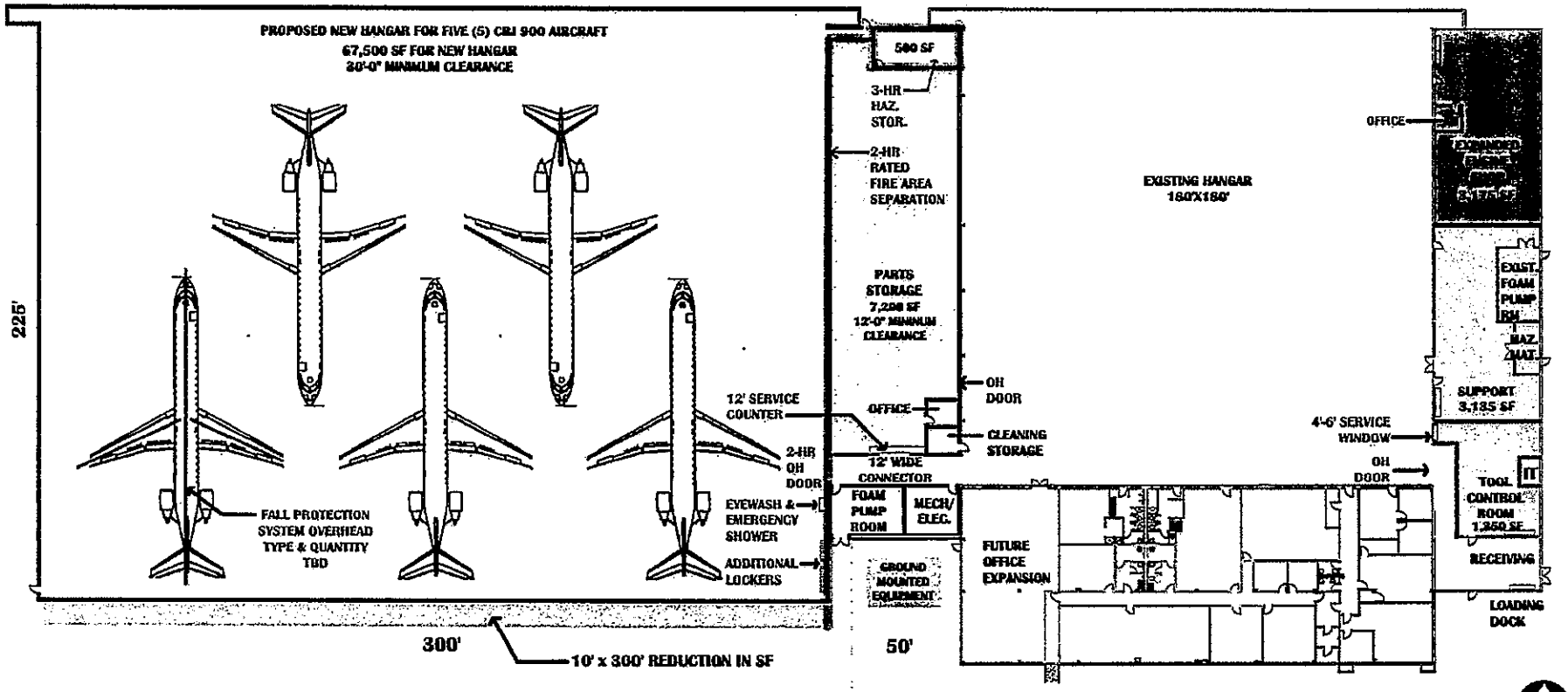
May 6, 2015

Min. / Bk. I-13 Pg. _____

_____
Clerk of the Commission

AIRCRAFT MAINTENANCE HANGAR

Attachment A



ORIGINAL AREAS
235' X 300' HANGAR = 70,500 SF
200' X 50' SERVICE BAY = 10,000 SF
TOTAL AREA = 80,500 SF

AREA DIFFERENCE = 3,000 SF

REVISED AREAS
225' X 300' HANGAR = 67,500 SF
200' X 50' SERVICE BAY = 10,000 SF
TOTAL AREA = 77,500 SF

8,550 SF TOTAL BETWEEN PARTS STORAGE AND TOOL CONTROL

LWC INCORPORATED

Exhibit B

Financial Terms for Existing Hangar

Lease Year	Annual Lease Payments
1	$9000
2	$9000
3	$9000
4	$9000
5	$9000
6	$9,270
7	$9,270
8	$9,270
9	$9,270
10	$9,270
11	$9,548
12	$9,548
13	$9,548
14	$9,548
15	$9,548
16	$9,834
17	$9,834
18	$9,834
19	$9,834
20	$9,834

The City and PSA shall agree to a methodology for calculating the annual lease payments during each renewal term.

Exhibit C

Financial Terms for HQ Building

The following amounts shall be the annual lease payments for the HQ Building, inclusive of any land/ground lease amounts. Such payments shall be paid monthly by PSA.

Effective Date	Annual Lease
2-18-2015	$24,000
2-18-2016	$24,000
2-18-2017	$24,000
2-18-2018	$24,000
2-18-2019	$24,000
2-18-2020	$24,720
2-18-2021	$24,720
2-18-2022	$24,720
2-18-2023	$24,720
2-18-2024	$24,720
2-18-2025	$24,998
2-18-2026	$24,998
2-18-2027	$24,998
2-18-2028	$24,998
2-18-2029	$24,998
2-18-2030	$25,748
2-18-2031	$25,748
2-18-2032	$25,748
2-18-2033	$25,748
2-18-2034	$25,748

The City will provide credits to PSA in the form of rent abatements equal to PSA's actual and documented costs to (i) renovate four (4) restrooms, (ii) repaint interior walls and (iii) remove and replace all carpeting at the HQ Building. The City will also, at its sole cost and expense, resurface the vehicle parking lot at the HQ Building and repair/replace the associated sidewalks as necessary.

Exhibit D

Financial Terms for Training Building

The following amounts shall be the annual lease payments for the Training Building, inclusive of any land/ground lease amounts. Such payments shall be paid monthly by PSA.

	Annual Lease	
Effective Date	**Phase 1**	**Phase 2**
2-18-2015	$19,665	$17,947
2-18-2016	$19,665	$17,947
2-18-2017	$19,665	$17,947
2-18-2018	$19,665	$17,947
2-18-2019	$19,665	$17,947
2-18-2020	$20,255	$18,485
2-18-2021	$20,255	$18,485
2-18-2022	$20,255	$18,485
2-18-2023	$20,255	$18,485
2-18-2024	$20,255	$18,485
2-18-2025	$21,268	$19,039
2-18-2026	$21,268	$19,039
2-18-2027	$21,268	$19,039
2-18-2028	$21,268	$19,039
2-18-2029	$21,268	$19,039
2-18-2030	$22,231	$19,610
2-18-2031	$22,231	$19,610
2-18-2032	$22,231	$19,610
2-18-2033	$22,231	$19,610
2-18-2034	$22,231	$19,610

Exhibit E

Financial Terms for OCC Building

The following amounts shall be the annual lease payments for the OCC Building, inclusive of any land/ground lease amounts. Such payments shall be paid monthly by PSA.

Effective Date	Annual Lease
2-18-2015	$33,600
2-18-2016	$33,600
2-18-2017	$33,600
2-18-2018	$33,600
2-18-2019	$33,600
2-18-2020	$34,608
2-18-2021	$34,608
2-18-2022	$34,608
2-18-2023	$34,608
2-18-2024	$34,608
2-18-2025	$35,646
2-18-2026	$35,646
2-18-2027	$35,646
2-18-2028	$35,646
2-18-2029	$35,646
2-18-2030	$36,715
2-18-2031	$36,715
2-18-2032	$36,715
2-18-2033	$36,715
2-18-2034	$36,715

EXHIBIT A-1

RENT CREDITS

The Lessor agrees to permit Lessee to utilize Rent Credits to offset the cost of Repairs to the HQ Building as specified in the Development Agreement (see attached Exhibit A) in an aggregate amount not to exceed Two Hundred Seventy-Five Thousand Dollars ($275,000.00). Credits will be issued against each monthly payment; the maximum credit per year will be up to 33.33% of $275,000.00 or:

Year 1 - $92,000; Year 2 - $92,000; Year 3 - $91,000.00; not to exceed 7,666.67 each month.

PSA shall submit paid invoice statements for all Repairs subject to Rent Credits. Rent Credits will only be provided for amounts included on paid receipts. All invoice/receipts must be submitted to the Department of Aviation at the address included in the Lease, Article VII, Section D.

Year	2011 Lease	2012 Lease P1	2012 Lease P2	2014 Lease	Annual Rents	Rent Credits Max 33.33%	Net Rents	Est. Max. Monthly Credit
1	$24,000.00	$19,665.00	$17,947.00	$33,600.00	$95,212.00	-$92,000.00	$3,212.00	-$7,666.67
2	$24,000.00	$19,665.00	$17,947.00	$33,600.00	$95,212.00	-$92,000.00	$3,212.00	-$7,666.67
3	$24,000.00	$19,665.00	$17,947.00	$33,600.00	$95,212.00	-$91,000.00	$4,212.00	-$7,583.33

EXHIBIT B

PARKING

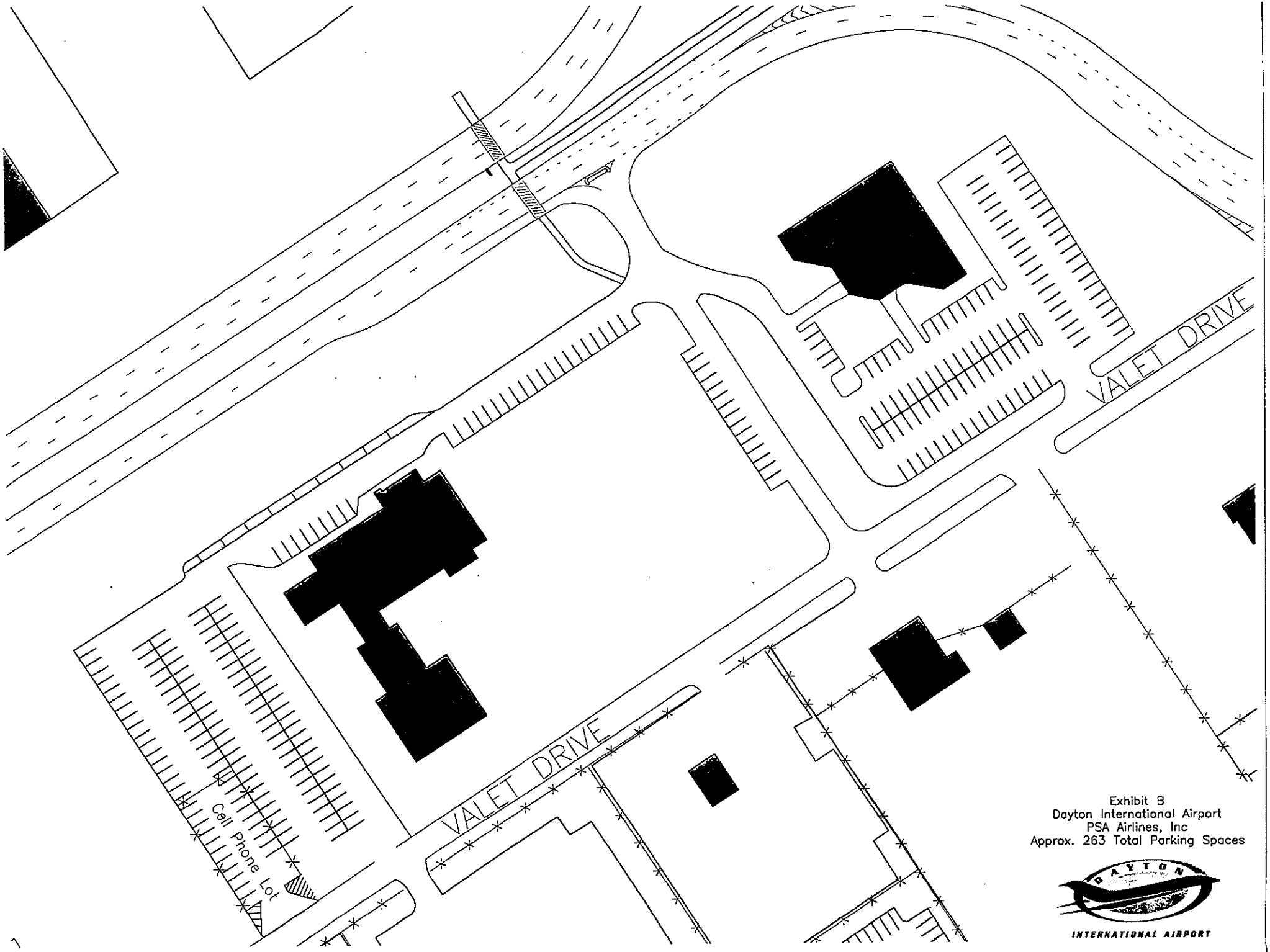


Exhibit B
Dayton International Airport
PSA Airlines, Inc
Approx. 263 Total Parking Spaces

EXHIBIT C-1

2011 PREMISES MAP

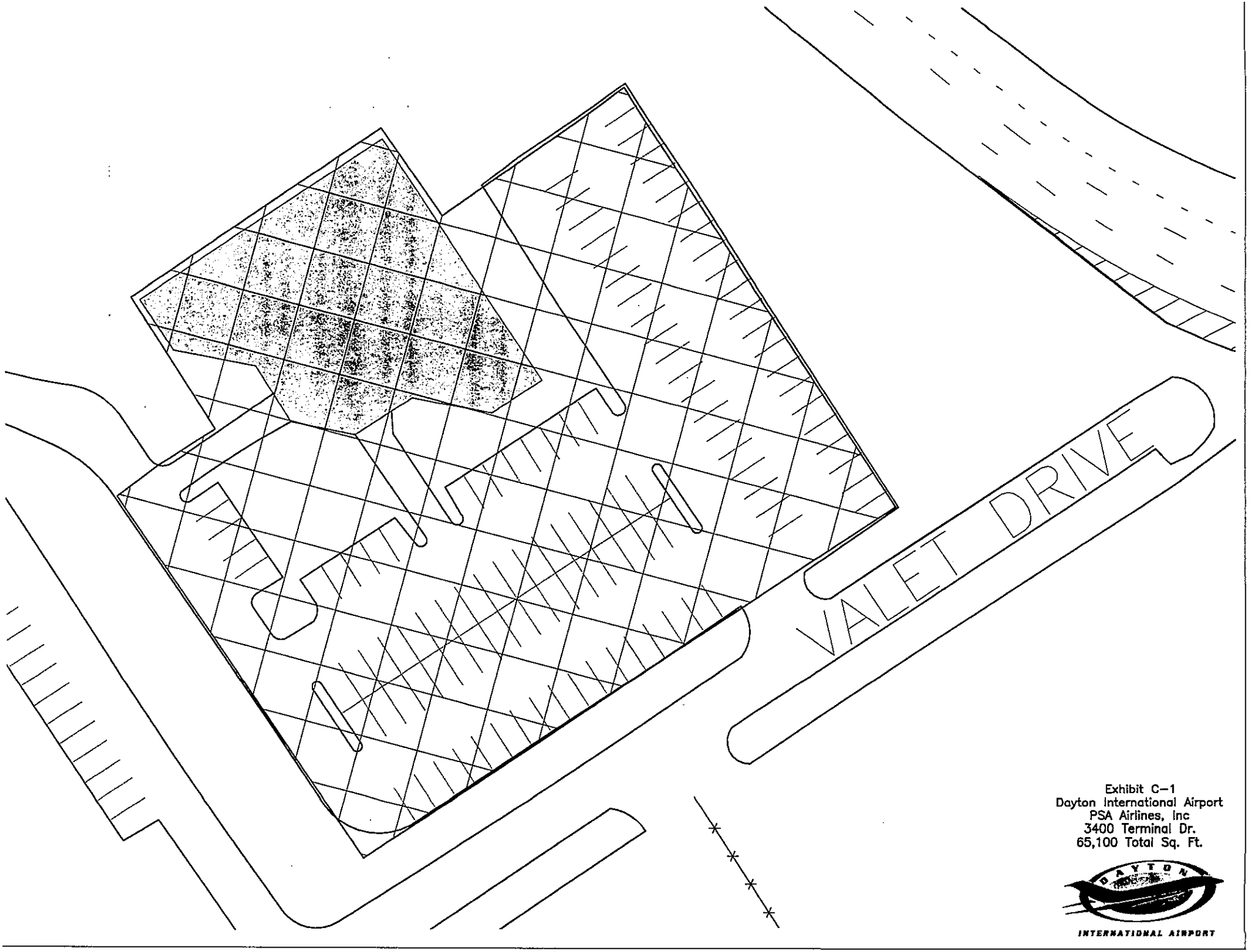


Exhibit C–1
Dayton International Airport
PSA Airlines, Inc
3400 Terminal Dr.
65,100 Total Sq. Ft.

EXHIBIT C-2/C-3

2012 PREMISES AND 2014 PREMISES

TERMINAL DR.
VALET DRIVE
Cell Phone Lot
Exhibit C-2,C-3
Dayton International Airport
PSA Airlines, Inc
3330 Terminal Dr.
122,00 Total Sq. Ft.
DAYTON
INTERNATIONAL AIRPORT

BACK

9.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

FROM: Fire Department
Department/Division

(CHECK ONE)

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

Date: February 17, 2016

Code: 28329-6340-22606-71

Fund Title: State-Regional Medical Response System

Amount $: $55,000.00 (paid to the city)

Supplier/Vendor/Company/Individual:

NAME: Public Health – Dayton and Montgomery County

ADDRESS: 117 South Main Street
Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

Regional Medical Response System

The Dayton Fire Department requests the attached Contract be approved for the purpose of funding the Dayton area Regional Medical Response System (RMRS).

A Regional Medical Response System is a plan that coordinates the response to a major biological disaster or similar event that could occur in the city and the region. The funds will be used for the development and completion of a regional Ebola/Special Pathogen plan outlined in the Emergency Ebola Supplemental FY 16 (PHEP) Program Plan. The City of Dayton will partner with eight counties within the West Central Ohio (WCO) regarding the outfitting of designated EMS units in Special Transport Units (STU), and the training and scheduling of EMS staff for dealing with Ebola and other special pathogen patients.

This contract is for the period of February 17, 2016 through September 30, 2016. It has been reviewed and approved by the Department of Law. A Certificate of Revenue is attached.

Approved Affirmative Action Program on File ☐ Yes ☐ No ☑ NA

Approved by City Commission

Clerk

Date

Division

Department Acting Director

City Manager

FORM NO. MS-16

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Public Health – Dayton & Montgomery County

Address 117 South Main Street

City Dayton State Ohio Zip+4 45402 - _____

Customer # 31-6000172 Add Type/Seq # _____

Federal ID# 31-6000172

Revenue Information: Fund 28329 Orgn 6340 Rev 22606 Prog 71 Actv _____

Contract Information: Contract Start Date 11/4/2015 Contract Expiration Date 09/30/2016

Billing Information: Rate: Not to exceed $55,000.00 Arrears X Pre-bill _____

Monthly (1st month of billing) _____

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) $55,000.00 (Bill in April 2016)

Rate Change Date TBD Rate Change Amount TBD

Description of Services (wording on invoice): The Dayton Fire Department has been chosen by Public Health-Dayton & Montgomery County to partner with eight counties in the West Central Ohio (WCO) to develop response preparation, transportation procedures, the outfitting of designated EMS units, and training of EMS staff in dealing with Ebola and other special pathogens. The regional Ebola/Special Pathogen plan will be conducted under the umbrella of the Regional Medical Response System (RMRS) program.

Departmental Approval _____

TO BE COMPLETED BY FINANCE

City Reference Number 13-0172-1 Auditor _____ Date 2/1/2016

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 _____ 2.2.16

AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2015, by and between Public Health – Dayton & Montgomery County, 117 South Main Street, Dayton, Ohio 45422-1280, hereinafter called "Public Health," and City of Dayton, Ohio, 101 W. Third St.. Dayton, Ohio 45402, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Public Health desires to engage the Contractor to provide services in accordance with the Statement of Work set forth below in paragraph 2; and,

WHEREAS, the Contractor has been identified as an entity having the requisite qualifications and expertise to provide such services and the Contractor represents that he has the requisite skill to provide these services;

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

1. **Term.** The term of this Agreement shall begin November 4, 2015 and extend through September 30, 2016.

2. **Statement of Work.** The Contractor shall serve as a planner for the purpose of assisting Public Health in complying with the development and completion of a regional Ebola/Special Pathogen plan as outlined in the Emergency Ebola Supplemental FY 16 (PHEP) Program Plan.

   The Contractor shall perform the following duties in performance of this Agreement:

   a) Promote collaboration and cooperation among response partners in the eight counties within the West Central Ohio (WCO) region regarding preparedness for Ebola and special pathogens patients;
   b) Attend at least 75% of monthly Ebola/special pathogen planning meetings;
   c) Provide direct involvement with the development of Ebola and special pathogen plan, particularly related to transportation procedures within the WCO region;
   d) Assist with outfitting of designated EMS units into Special Transport Units (STU) to be used for transportation of Ebola and other special pathogen patients;
   e) Scheduling and coordinating training for EMS staff on preparations for dealing with Ebola and other special pathogens, including use of STUs when indicated; and
   f) Participate in the planning, development, and process of the regional Ebola tabletop exercise.

3. **Consideration.** In consideration for performing the Statement of Work, Public Health shall reimburse the Contractor monthly. The total cost of this agreement shall not exceed $55,000.

4. **Invoicing and Payment.** The Contractor shall submit quarterly invoices which shall be written, signed reports, itemizing in reasonable detail the time and dates spent performing services, and a description of the services rendered to the following:

   Public Health-Dayton & Montgomery County
   Attn: Accounting
   117 South Main Street
   Dayton, Ohio 45422

   Electronic invoices may be sent to acctspayable@phdmc.org, with the invoice number indicated in the memo section of the message. The contractor shall invoice for completed deliverables. Public Health shall pay the Contractor for amounts due pursuant to submitted invoices approximately twenty (20) working days after approval at a regularly scheduled Board of Health Meeting, which normally occurs on the first and third Wednesday of each month.

5. **Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other without any further obligation.

6. **Assignment/Subcontracting.** Neither Public Health nor the Contractor shall assign, subcontract, in any way transfer, either party's interest in this agreement without the written consent of the other.

7. **Waiver.** No waiver by Public Health of any terms of this Agreement to be kept, performed, and observed by the Contractor shall be construed to be or act as a waiver by Public Health or any subsequent default on the part off the Contractor.

8. **Independent Contractor Relationship.** In the performance of this Agreement, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent contractor and that nothing in this Agreement is intended nor shall be construed to create an employee/employer relationship, or joint venture or partnership relationship between Public Health and the Contractor. Further, the Contractor shall be solely responsible for the payment of all relevant taxes, including federal, state, local and social security and solely responsible for purchasing benefits, arising from an incident to their compensation hereunder. It is also expressly understood and agreed that the Contractor shall not have the right to make any contracts or commitments for or on behalf of Public Health.

9. **Liability.** All losses, costs, or damages, which may occur, or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure.

10. **Insurance.** The City (Contractor) hereby certifies that it is self-insured in a sum not less than $1,000,000.00 for bodily and personal injury to any person; and in a sum not less than $2,000,000.00 for bodily and personal injury for each accident; and in a sum not less than $500,000.00 for property damage for each accident. A certificate of self-insurance, in a form

satisfactory to Public Health, shall be furnished by the City to Public Health upon written request. Such certificate shall provide notice of cancellation and/or change in coverage.

11. **Governing Law.** All matters related to the validity, performance, interpretation or construction of this Agreement shall be governed by the laws of the state of Ohio.

12. **Non-Discrimination.** The parties, in the administration of this Agreement, shall not discriminate because of race, color, religion, sex, national origin, handicap, or disability. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, or disability.

    The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, handicap, or disability. Such action shall include, but not be 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.

    To operate in accordance with the Title VI: No person employed by the Contractor shall, on the grounds of race, color, or national origin, be denied the benefits of, or be otherwise subjected to discrimination under any program of activity for which the applicant received federal financial assistance.

13. **Severability.** If any provision of this Agreement shall prove to be invalid, void, or unenforceable, it shall in no way affect, impair, or invalidate any other provision, and all other provisions of this Agreement shall remain in full force and effect.

14. **Entire Agreement.** This Agreement is the entire Agreement between the parties and cannot be altered or amended, except by a written amendment signed by each party. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written relating to the subject matter herein.

15. **Authority to Bind Principal.** Signatures herein shall act as express representations that the signing agents are authorized to bund their respective principles to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESSES WHEREOF, the parties hereto on this day and year first above mentioned, have executed this Agreement.

CITY OF DAYTON, OHIO

_____
Date

_____
City Manager
(Fed. Tax I.D. #: 316000165)

PUBLIC HEALTH – DAYTON AND MONTGOMERY COUNTY

_____
Date

_____
Jeffrey A Cooper, MS
Health Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2015

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

ATTACHMENT #1

Program Grant Number: 05710012EB0116

Emergency Ebola Supplemental - PHEP Program Plan

■ **Application** ☐ **September 15, 2015** ☐ **January 15, 2016** ☐ **May 15, 2016** ☐ **October 15, 2016**

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
1.	Community Preparedness	A. By **May 1, 2015**, the Regional Public Health coordinating agency will submit the initial draft of the regional Ebola and Other Special Pathogen Concept of Operations Plan to address the management of Persons Under Investigation (PUI) and confirmed human cases of Ebola Virus Disease (EVD) and Other Special Pathogen Concept of Operations Plan.	By May 1, 2015, the WCO Regional Public Health coordinating agency will submit the initial draft of the regional Ebola and Other Special Pathogen Concept of Operations Plan to address the management of Persons Under Investigation (PUI) and confirmed human cases of Ebola Virus Disease (EVD) and Other Special Pathogen Concept of Operations Plan. The main gist of this initial plan will consist of protocols, SOGs, and bulletins already developed by PH, hospitals, and MMRS. The documents created have been generated individually as well as within the Infection Control group that has been meeting under the premise of the	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
			Greater Dayton Area Hospital Association (GDAHA). Estimated completion date is April 30, 2015.	
2.	Community Preparedness Community	A. The regional Ebola and Other Special Pathogen Concept of Operations Plan must: 1. Address the following topics: Transportation, Isolation/Quarantine, Waste Management, Information Sharing, and Personal Protective Equipment. See Deliverables #3-7 for more detail. 2. Be submitted to the PGU Consultant via email for review and approval by the following dates: **May 1, 2015 (initial draft), September 1, 2015, January 1, 2016, May 1, 2016, and September 1, 2016.** 3. Receive signature approval on the final version from the agency head (Health Commissioner or Administrator) from all PHEP funded health departments within the region and be submitted to ODH via email to the Program Grant Consultant (PGU) by **September 1,**	The Infection Control group within GDAHA has been the meeting place for bringing together hospitals, local health departments, and EMS for Ebola planning. This group will continue to meet and will be the focus for the development of this plan. This group will ensure that the WCO regional CONOPS will address: A 1-5. This group will ensure that all specific time requirement deliverables are addressed and met.	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline (Month/Year) (Subgrantee completes with application)	Progress/Accomplishments (Subgrantee completes this section for the Program Reports)
	Preparedness (continued)	**2016.** 4. Include a copy of the county plan/Ebola annex from each county in the region by **September 1, 2016.** 5. Be provided to the counties within the region by **September 1, 2016.** The Regional Public Health coordinating agency must be able to document collaboration with the Regional Public Health Coordinator, the Regional Healthcare Coordinator, and the Regional Healthcare Coalition in the development of the regional Ebola and Other Special Pathogen Concept of Operations Plan. Participation must be documented through meeting minutes or other forms of written communication.	PHDMC and Bill Burkhart, Regional Public Health Coordinator will document collaboration with the Regional Healthcare Coordinator, and the Regional Healthcare Coalition in the development of the regional Ebola and Other Special Pathogen Concept of Operations Plan. Meeting minutes will be kept for quarterly MMRS and EPC meetings. Additionally the Infection Control Group under GDAHA will meet on a monthly basis to work specifically on issues related	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/Accomplishments (Subgrantee completes this section for the Program Reports)
			to this plan. All required parties will be attending one or more of these meetings. Meeting minutes will be available for all three meetings and copies will be maintained by PHDMC and the regional public health coordinator.	
3.	Non- Pharmaceutical Intervention	**Transportation** A. By **October 31, 2015**, the Regional Public Health coordinating agency will coordinate with all counties in the region to update county plans/Ebola annexes to: 1. Identify transportation providers in the county, the mechanism of transport, and the necessary PPE in order to transport a PUI or confirmed human case of EVD to an Ebola assessment and/or Ebola treatment center. 2. Include the list of providers and how the transport of PUI/confirmed EVD patients will be managed. 3. Include MOUs or letters of	A. Within WCO each health departments EPC's meet on a quarterly basis. Ebola planning will be added as a standing agenda item. Additionally select EPC's will be attending the ongoing monthly Infection Control Group meetings. These meetings will ensure that all deliverables are addressed by Oct 31, 2015. The next EPC meeting is scheduled for June 16, 2015. If additional meetings are needed PHDMC will coordinate with all counties to schedule additional meetings in the region to update county plans/Ebola	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
		agreement as applicable, which includes the roles and responsibilities of a transport agency. 4. Include a description of the role of public health in the transport process.	annexes. County plans/Ebola annexes will include the following: A 1-4 as listed under the Ebola Grant Deliverable section. Estimated completion time for these deliverables is Oct 1, 2015.	
	Medical Surge	B. By **November 30, 2015**, the Regional Public Health coordinating agency will update the regional Ebola and Other Special Pathogen Concept of Operations Plan to identify transportation providers who are available to serve as a transportation provider throughout the region, the mechanism of transport, the necessary PPE in order to transport a PUI from their place of residence to an assessment or treatment facility if the county transport provider is unavailable. The plan must include: 1. A list of providers who can serve as regional transport providers 2. Any MOUs or letters of agreement as applicable, which includes the roles and responsibilities of a regional transport	B. PHDMC will update the regional Ebola and Other Special Pathogen Concept of Operations Plan to identify transportation providers who are available to serve as a transportation provider throughout the region, the mechanism of transport, the necessary PPE in order to transport a PUI from their place of residence to an assessment or treatment facility if the county transport provider is unavailable. All topics will be discussed at regional	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
	Medical Surge	agency. 3. A description of the role of the Regional Public Health coordinating agency in the regional transport process. C. By **August 1, 2016**, the Regional Public Health coordinating agency will coordinate with all counties in the region to update their county plans/Ebola annexes to: 1. Develop a transportation plan for PUI to an alternate housing location within the local or regional jurisdiction. 2. Develop travel plans for those under restricted travel orders and unable to use commercial transportation.	EPC and Infection Control Group meetings. The plan will address all items listed in B 1 through 3. Estimated completion date for this deliverable is Oct 15, 2015. C. PHDMC will coordinate with all counties in the region to update their county plans/Ebola annexes to include all items listed in C 1 through 2. This will be accomplished by meeting on a monthly basis with aforementioned meetings already listed in previous headings. Estimated completion date for this deliverable is July 30, 2015.	
4.	Non- Pharmaceutical Intervention	**Isolation/Quarantine** A. By **August 1, 2016**, the Regional Public Health coordinating agency will coordinate	A. Bill Burkhart, Regional Public Health Coordinator working in tangent with	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
	Non- Pharmaceutical Intervention	with the counties in the region to update their county plans/Ebola annexes to include: 1. The identification of at least one alternate housing location per county and the conditions under which the location would be utilized. 2. The detailing of local law enforcement's responsibilities in enforcing isolation and quarantine orders 3. The logistical responsibilities to maintain essentials for daily living during the enforcement of quarantine orders (See ORC 3707.14) B. By **September 1, 2016** the Regional Public Health coordinating agency will update the regional Ebola and Other Special Pathogen Concept of Operations Plan to include alternate housing locations identified in each county plan.	PHDMC will coordinate with the counties in the WCO region to update their county plans. This will happen at the quarterly EPC meetings as well as the monthly Infection Control Group meeting. Right now it is planned to address A 1 through 3 by the Feb/Mar 2016 timeframe in order to test it during the regional tabletop exercise. B. These updates mentioned above will be annotated in the county plans as well as the regional plan. Again estimated timeframe of completion will be the Feb/Mar 2016 timeframe.	
5.	Non- Pharmaceutical Intervention	**Waste Management** A. ODH will manage Category A waste which includes Ebola and other special pathogens. Local health departments will act in concert.	All local health departments within WCO will consult with ODH before acting on any Category A concerns.	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
		All local health departments will consult with ODH before acting on any Category A concern.	This information will be addressed in the regional as well as county annexes. Estimated completion date of July 2015.	
6.	Emergency Public Information and Warning/Information Sharing	**Information Sharing** A. By **August 1, 2015**, the Regional Public Health coordinating agency will coordinate with the Regional Public Health Coordinator, the Regional Healthcare Coordinator, and the Regional Healthcare Coalition to update the regional Ebola and Other Special Pathogen Concept of Operations Plan to include the Essential Elements of Information (EEI) identified at the regional and state level in Deliverable 9A.	PHDMC will coordinate with Regional partners and meet once a month over the next three months to ensure that the EEI identified in the region and state are part of our regional plan. This information will be reviewed over the coming months and it is estimated that this will be completed by the middle of July 2015.	
7.	Responder Safety and Health Responder Safety and Health	**Personal Protective Equipment (PPE)** A. By **August 1, 2016**, the Regional Public Health coordinating agency will update the regional Ebola and Other Special Pathogen Concept of Operations Plan to include the guidance developed by ODH related to the management of human remains. B. By **September 1, 2016**, the Regional Public Health coordinating agency will coordinate	A. PHDMC is looking to have this portion of the plan completed by Feb/Mar 2016 timeframe to be able to test it during the springtime regional tabletop exercise. B. PHDMC with its corresponding partners will	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/Accomplishments (Subgrantee completes this section for the Program Reports)
		with the Regional Public Health Coordinator, the Regional Healthcare Coordinator, and the Regional Healthcare Coalition to provide plan detail and technical assistance on how human remains will be managed in Ohio.	look to share its information on how human remains will be managed within the state along the same Feb/Mar 2016 timeline.	
	Responder Safety and Health	C. By **December 31, 2015**, the Regional Public Health coordinating agency will coordinate with all counties in the region to update their local plans/Ebola annexes to identify PPE strategies to protect public health workers from contamination, to include procurement, if needed, storage, and distribution of local and regional PPE assets.	C. As said previously EPC's from all local health departments within the WCO region will be meeting quarterly and will have Ebola planning as a standing agenda item. The next meeting is scheduled for June 16, 2015. During these meetings we will be working on updating plans to ensure they are uniform throughout the region. It is estimated that we will complete this task by the middle of December 2015.	
	Responder Safety and Health	D. By **January 31, 2016**, the Regional Public Health coordinating agency will coordinate with the Regional Public Health Coordinator, the Regional Healthcare Coordinator, and the Regional Healthcare Coalition to update the regional Ebola and Other Special Pathogen Concept of Operations Plan to include PPE strategies to protect public health workers from contamination, to include procurement, if needed, storage, and distribution of regional	D. By January 31, 2016, the WCO Regional Public Health coordinating agency will coordinate with the	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
		PPE assets. Note: ODH will provide guidance on the management of human remains by **June 1, 2016.**	Regional Public Health Coordinator, the Regional Healthcare Coordinator, and the Regional Healthcare Coalition to update the regional Ebola and Other Special Pathogen Concept of Operations Plan to include PPE strategies to protect public health workers from contamination, to include procurement, if needed, storage, and distribution of regional PPE assets.	
8.	Public Health Surveillance and Epidemiological Investigation	A. By **July 1, 2015**, the Regional Public Health coordinating agency will coordinate with the Regional Public Health Coordinator, the Regional Healthcare Coordinator, and the Regional Healthcare Coalition to select an agency representative to participate in training on infection control practices (APIC: Epi 101 Training to be held in Austin Texas- September 21- September 26, 2015). A similar type of training may be allowable with prior ODH approval. Agencies must budget for one regional representative to attend the training. The identified regional representative **cannot** be	A. PHDMC working in coordination with Regional Public Health Coordinator, the Regional Healthcare Coordinator, and Regional Healthcare Coalition it has been decided that Yevetta Hawley, PHDMC Director of Nursing will be attending the Epi 101 training class to be held in Austin Texas. Her name will be forwarded to ODH via e-mail to the PGU consultant by the end	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
	Public Health Surveillance and Epidemiological Investigation	the Regional Healthcare Coordinator and must be an individual from public health who will participate in future discussions on statewide infection control practices. **The name and contact information for the individual must be submitted to ODH via email to the PGU consultant.** B. By **August 1, 2015**, the Regional Public Health coordinating agency will work with the Regional Public Health Coordinator, the Regional Healthcare Coordinator and the Regional Healthcare Coalition to identify a regional representative to represent public health who will participate in the statewide workgroup to develop statewide infection control standards. **The name and contact information for the individual must be submitted to ODH via email to the PGU consultant.** Note: The estimated timeframe for the workgroup to convene is **October 2015.**	of May 2015. B. Yevetta Hawley, PHDMC Director of Nursing will also be the representative from our region to participate in the statewide workgroup to develop statewide infection control standards. Her contact information will be forwarded to ODH by the end of May 2015.	
9.	Emergency Public Information and Warning/Information Sharing	A. By **May 30, 2015**, the Regional Public Health coordinating agency will coordinate with the Regional Public Health Coordinator, the Regional Healthcare Coordinator, and the Regional Healthcare	A. During the last week of May 2015, PHDMC will coordinate with the Regional Public Health Coordinator, the Regional	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
		Coalition to identify region specific necessary Essential Elements of Information (EEI) needed to efficiently and effectively respond to an Ebola crisis.	Healthcare Coordinator, and the Regional Healthcare Coalition to identify region specific necessary Essential Elements of Information (EEI) needed to efficiently and effectively respond to an Ebola crisis.	
	Emergency Public Information and Warning/Information Sharing	B. By **June 30, 2015,** the Regional Public Health coordinating agency will participate in a statewide work group to identify a set list of EEI for information sharing between public health, ODH, and the healthcare system which is needed to respond to an Ebola crisis. The date of the meeting for the statewide workgroup will be determined by **May 1, 2015**)	B. Bill Burkhart the WCO Regional Public Health Coordinator will participate in the statewide work group to identify a set list of EEI for information sharing between public health, ODH, and the healthcare system.	
	Emergency Public Information and Warning/Information Sharing	C. By **September 1, 2015**, the Regional Public Health Coordinating agency and the Regional Healthcare Coordinator will provide detail and technical assistance on the identified regional and state EEI criteria necessary for an Ebola response at the regional and state level with LHDs in the region.	C. By September 1, 2015, the Bill Burkhart WCO Regional Public Health Coordinator and Pat Bernitt the Regional Healthcare Coordinator will provide detail and technical assistance on the identified regional and state EEI criteria necessary for an	
	Emergency Public Information and Warning/Information Sharing	D. By **December 1, 2015**, the Regional Public Health coordinating agency will develop strategies to ensure that LHDs distribute and disseminate CDC and other public health announcement campaigns to the general		

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
		public to prevent the spread of EVD.	Ebola response at the regional and state level with LHDs in the region. This will be accomplished at the ongoing monthly meetings within the Infection Control Group under GDAHA. Additional meetings with EPC's will also assist in the completion of these tasks. D. As part of these ongoing monthly meetings PHDMC will develop strategies to ensure that LHDs distribute and disseminate CDC and other public health announcement campaigns to the general public to prevent the spread of EVD.	
10.	Emergency Public Information and Warning/Information Sharing	A. By **June 30, 2015**, the Regional Public Health coordinating agency must ensure the ability to have immediate access to a conference call service (i.e. Intercall) to be used at the regional level to facilitate rapid telecommunications for press conferences or use with a Joint Information Center as needed during an Ebola crisis.	Even though the WCO Regional Public Health coordinator already has a conference call service in place and ready to be used when needed. Over the next few months we will be looking at additional items such as a virtual Joint	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
			Information Center (JOC) and other forms of communication that can be used during times of emergency.	
11.	Community Preparedness Community Preparedness (continued)	A. By **June 1, 2016**, the Regional Public Health coordinating agency must conduct at least one multi-agency tabletop or functional exercise to test the regional Ebola and Other Special Pathogen Concept of Operations Plan. The After Action Report/Improvement Plan (AA/IP) must be submitted to the ODH via email to the PGU Consultant within 90 days from the date of the exercise. The Regional Public Health coordinating agency must meet the following exercise requirements: 1. The exercise must include at a minimum, at least one representative from each public health department that receives PHEP funding within the region (this includes PHEP Core, Regional, and CRI), the Regional Healthcare Coordinator, and an ODH representative. Agencies are strongly	PHDMC is currently looking at available contractors to conduct a tabletop exercise for the WCO region. The tabletop exercise will more than likely be done in the Feb/Mar timeframe easily meeting the completion requirement of June 1, 2016. The regional Ebola and Other Special Pathogen Concept of Operations Plan will be tested during this exercise. The After Action Report/Improvement Plan (AA/IP) will be submitted to the ODH via email to the PGU Consultant within 90 days from the date of the exercise. The tabletop exercise will meet all the requirements listed in number 1 and 2 of	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
	Community Preparedness	encouraged to include representation from EMS, hospitals, EMA, and other stakeholders involved in a regional Ebola response in the exercise. 2. The Regional Training and Exercise Plan must be updated to reflect the tentative date for the tabletop or functional exercise. The updated TEP for the FY16 PHEP Grant is due **August 30, 2015.** The final date for the tabletop or functional exercise must be communicated with ODH via email to the PGU Consultant no later than **December 31, 2015** to confirm ODH participation. Note: ODH will provide a situation manual template to assist with the development of a **tabletop** exercise. ODH strongly encourages the use of this template. The template will include objectives, scenario, Exercise Evaluation Guide's, and participant discussion questions. The exercise objectives will include at a minimum, Non-Pharmaceutical	the Community Preparedness corresponding capability. Additionally PHDMC and said contractor will be using the templates provided by ODH as the basis for our exercise.	

	Corresponding Capability	Ebola Grant Deliverable	Activity/Timeline Month/Year (Subgrantee completes with application)	Progress/ Accomplishments (Subgrantee completes this section for the Program Reports)
	(continued)	Interventions, Responder Safety and Health, Emergency Public Information and Warning/Information Sharing, and Medical Surge. The agency must submit a final version of the Situation Manual and Player manual to the ODH PGU Consultant no later than 15 days prior to the confirmed exercise date for final review. Any region that has participated in an actual Ebola Virus Disease (EVD) response during the time frame of April 1, 2015 through June 1, 2016, may use the experience to satisfy this requirement provided that an AAR/IP has been submitted and approved by ODH within the specified timeframes.		

BACK

1st Reading 10.

DRAFT

BY..... NO.....31473-16.....

AN ORDINANCE

Appropriating Funds for the Year 2016 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

WHEREAS, State law and the Charter of the City of Dayton require an Annual Appropriation Ordinance to provide for the expenses and obligations of various City Departments for the ensuing year; and

WHEREAS, State law imposes an April 1 deadline by which each political subdivision or other taxing unit of the State of Ohio shall pass an annual appropriation measure for that fiscal year; now, therefore,

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

Section 1. That there shall be and hereby are appropriated out of any monies in the treasury, or any accruing revenues of the City available for said purposes, the sums of appropriation hereafter set forth in the column marked "2016 Appropriations."

		2016 Appropriations
GOVERNMENTAL FUND TYPE		
(1) General Fund - 10		
1200	Clerk of Commission	1,144,900
1300	Civil Service Board	1,352,200
1400	Human Relations Council	
	Expenses	768,200
	Transfers Out	0
	Total	768,200
2100	City Manager's Office	1,336,000
2101	Department of Public Affairs	733,100
2300	Dept. of Planning and Community Development (including Housing Inspection)	
	Expenses	2,612,900
	Transfers Out	150,000
	Total	2,762,900
2500	Clerk of Courts	3,474,300
2510	Municipal Court	
	Expenses	4,162,700
	Transfers Out	0
	Total	4,162,700

		2016 Appropriations
2600	Office of Economic Development (including Zoning Admin. & Building Inspection)	
	Expenses	3,058,800
	Transfers Out	0
	Total	3,058,800
2700	Office of Management and Budget	991,500
3400	Department of Water	86,200
5200	Department of Law	
	Expenses	2,577,500
	Transfers Out	0
	Total	2,577,500
5300	Department of Finance	3,033,800
5500	Department of Central Services	
	Expenses	14,900,700
	Transfers Out	0
	Total	14,900,700
5600	Department of Human Resources	1,106,600
6200	Department of Police	
	Expenses	48,597,100
	Transfers Out	0
	Total	48,597,100
6300	Department of Fire	39,165,000
6400	Department of Public Works	
	Expenses	16,402,900
	Transfers Out	3,200
	Total	16,406,100
6500	Department of Recreation & Youth Services (including Convention Center)	
	Expenses	6,367,500
	Transfers Out	106,000
	Total	6,473,500
9980	Non-Departmental	
	Expenses	1,860,600
	Transfers Out	737,000
	Total	2,597,600
16999	Special Projects	
	Expenses	9,476,700
	Transfers Out	584,100
	Total	10,060,800

		2016 Appropriations
75000	Income Tax Fund	
	Transfers Out	5,303,300
	Total	5,303,300
Total General Fund		**170,092,800**
(2) Special Revenue		
Roadway Maintenance Fund -- 21999		
Street Maintenance Fund - 21000		
6400	Department of Public Works	5,434,900
	Total Roadway Maintenance Fund	**5,434,900**
Highway Maintenance Fund - 21100		
6400	Department of Public Works	432,000
	Total Highway Maintenance Fund	**432,000**
Total Roadway Maintenance Fund		**5,866,900**
HUD Programs Operating		
Community Dev. Block Grant Fund - 26204-26209		
2300	Dept. of Planning and Community Development	2,119,500
2400	Department of Building Services	1,351,600
5300	Department of Finance	155,000
	Total Community Dev. Block Grant Fund	**3,626,100**
HOME Operating Fund - 27000		
2300	Dept. of Planning and Community Development	253,000
	Total HOME Operating Fund	**253,000**
Total HUD Programs Operating		**3,879,100**
HUD Programs Non-Operating		
Fair Housing Grant Fund - 23919		
1400	Human Relations Council	262,200
	Total Fair Housing Grant Fund	**262,200**
Emergency Shelter & Shelter Plus Care Fund - 25999		
2300	Dept. of Planning and Comm. Dev.	3,855,600
	Total Emergency Shelter Fund	**3,855,600**
Community Dev. Block Grant Non-Operating Fund - 26001 - 26906		
	Various Capital Projects	5,281,000
	Total Community Dev. Block Grant Non-Operating Fund	**5,281,000**

		2016 Appropriations
HOME Non-Operating Fund - 27998		
	Various Capital Projects	6,299,500
	Total HOME Non-Operating Fund	**6,299,500**
Neighborhood Stabilization Program II (NSP II)		
	Various Projects	720,900
	Total Neighborhood Stabilization Program II	**720,900**
Neighborhood Stabilization Program III (NSP III)		
	Various Projects	182,900
	Total Neighborhood Stabilization Program III	**182,900**
Total HUD Programs Non-Operating		**16,602,100**
Miscellaneous Grants - 28000; 29000		
	Various Departments	
	Expenses	13,372,200
	Transfers Out	38,600
	Total	13,410,800
	Total Miscellaneous Grants	**13,410,800**
Other Special Revenue - 22111-513, 28329		
	Various Departments	4,176,900
	Total Other Special Revenue Fund	**4,176,900**
Total Special Revenue		**43,935,800**
(3) Debt Service		
General Debt Retirement Fund - 31100-33100		
5300	Department of Finance	9,620,000
	Total General Debt Retirement Fund	**9,620,000**
Total Debt Service		**9,620,000**
(4) Capital Project Funds		
General Capital Fund - 40000		
	Various Capital Projects	28,472,600
	Total	**28,472,600**
	Prior Year's Unexpended Appropriation	**33,223,100**
Total Capital Project Funds		**61,695,700**
(5) Permanent Funds		
Permanent Fund - 71000		
	Various Departments	50,000
	Total Permanent Fund	**50,000**

		2016 Appropriations
TOTAL GOVERNMENTAL FUND		**285,394,300**
PROPRIETARY FUND TYPE		
(6) Enterprise Funds		
Aviation Operating Fund - 51000 and 51001		
3200-9990	Department of Aviation	
	Expenses	33,390,600
	Transfers Out	3,148,300
	Total	36,538,900
	Total Aviation Operating Fund	**36,538,900**
Aviation Capital Fund - 51002 - 52999		
	Various Capital Projects	48,306,500
	Total	**48,306,500**
	Prior Year's Unexpended Appropriation	**31,659,900**
	Total Aviation Capital Fund	**79,966,400**
Water Operating Fund - 53000, 53997 and 53998		
2600	Office of Economic Development	102,600
3400	Department of Water - 3400 and 9980	
	Expenses	45,638,800
	Transfers Out	5,050,000
	Total	50,688,800
5300	Department of Finance	
	Expenses	3,881,400
	Transfers Out	0
	Total	3,881,400
	Total Water Operating Fund	**54,672,800**
Water Capital Fund - 53001 - 53996		
	Various Capital Projects	5,320,300
	Total	**5,320,300**
	Prior Year's Unexpended Appropriation	**31,391,200**
	Total Water Capital Fund	**36,711,500**
Sanitary Sewer Operating Fund - 55000		
3400	Department of Water - 3400 and 9980	
	Expenses	29,372,100
	Transfers Out	5,100,000
	Total	34,472,100
5300	Department of Finance	0
	Total Sanitary Sewer Operating Fund	**34,472,100**

		2016 Appropriations
Sanitary Sewer Capital Fund - 55001 - 55999		
	Various Capital Projects	5,100,000
	Total	**5,100,000**
	Prior Year's Unexpended Appropriation	**39,399,600**
	Total Sanitary Sewer Capital Fund	**44,499,600**
Storm Water Operating Fund - 58000		
3400	Department of Water - 3400 and 9980	
	Expenses	4,718,300
	Transfers Out	840,000
	Total	5,558,300
5300	Department of Finance	0
6400	Department of Public Works	
	Expenses	1,359,100
	Transfers Out	125,000
	Total	1,484,100
	Total Storm Water Operating Fund	**7,042,400**
Storm Water Capital Fund - 58001 - 58999		
	Various Capital Projects	1,085,000
	Total	**1,085,000**
	Prior Year's Unexpended Appropriation	**2,171,300**
	Total Storm Water Capital Fund	**3,256,300**
Golf Operating Fund - 59000		
6500	Department of Recreation & Youth Services	3,281,300
	Total Golf Operating Fund	**3,281,300**
Golf Capital - 59001		
	Various Capital Projects	260,000
	Total	**260,000**
	Prior Year's Unexpended Appropriation	**0**
	Total Golf Capital Fund	**260,000**
Total Enterprise Funds		**300,701,300**
(7) Internal Service Funds		
Fleet Management Fund - 61000		
6400	Department of Public Works	9,315,700
	Total Fleet Management Fund	**9,315,700**
Document Management Services Fund - 62100		
5500	Department of Central Services	551,900
	Total Stores and Reproduction Fund	**551,900**

		2016 Appropriations
Healthcare Self Insurance - 63000		
5600	Department of Human Resources	31,299,500
	Total Healthcare Self Insurance Fund	**31,299,500**
Workers' Compensation Fund - 65000		
5200	Department of Law	104,600
5600	Department of Human Resources	5,252,800
	Total Workers' Compensation Fund	**5,357,400**
Plumbing Shop - 66000		
5500	Department of Central Services	719,600
	Total Plumbing Shop	**719,600**
Fire Fleet Management - 67000		
6330	Department of Fire	1,387,800
	Total Fire Fleet Management Fund	**1,387,800**
Total Internal Service Funds		**48,631,900**
TOTAL PROPRIETARY FUND		**349,333,200**
TOTAL ALL FUNDS		**634,727,500**

Section 2. That the City Manager is authorized to advance up to $1,500,000 from the General Fund to HUD Operating Programs due to timing of grant agreements.

Section 3. That the City Manager is authorized to advance up to $1,000,000 from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

Section 4. That the City Manager is authorized to advance up to $700,000 from the General Fund to Miscellaneous Grants to cover forthcoming budget requests prior to the approval of the first revised appropriation ordinance.

Section 5. That all books of accounts, warrants, orders, vouchers, and other official documents that refer to any appropriation shall identify the fund from which monies are appropriated or drawn by the code number set forth in the detailed budget.

Section 6. That the temporary appropriations made by Ordinance Number 31449-15, which was approved by the Commission on October 21, 2015, shall be considered as part of and charged against the sum appropriated for the same purpose by this Ordinance.

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

BACK

1st Reading 11.

DRAFT

By..... No. 31474-16

AN ORDINANCE

Consenting to the Improvement of State Route 4 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 bridge repair on State Route 4 in the City of Dayton, identified by ODOT as MOT SR 4 17.79; 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 bridge deck replacement on State Route 4, said project being in the public interest and identified by ODOT as MOT SR 4 17.79 ("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

February 1, 2016

TO: Shelley Dickstein
Interim City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works

SUBJECT: State Route 4 Bridge Deck Replacement
MOT SR 4 17.79, PID No. 101849
Preliminary Legislation

Attached is legislation between the City of Dayton and the Ohio Department of Transportation for a project that allows ODOT to replace the State Route 4 bridge decks over Webster Street. 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 2020.

Please present the attached Ordinance to the City Commission at its February 17, 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.

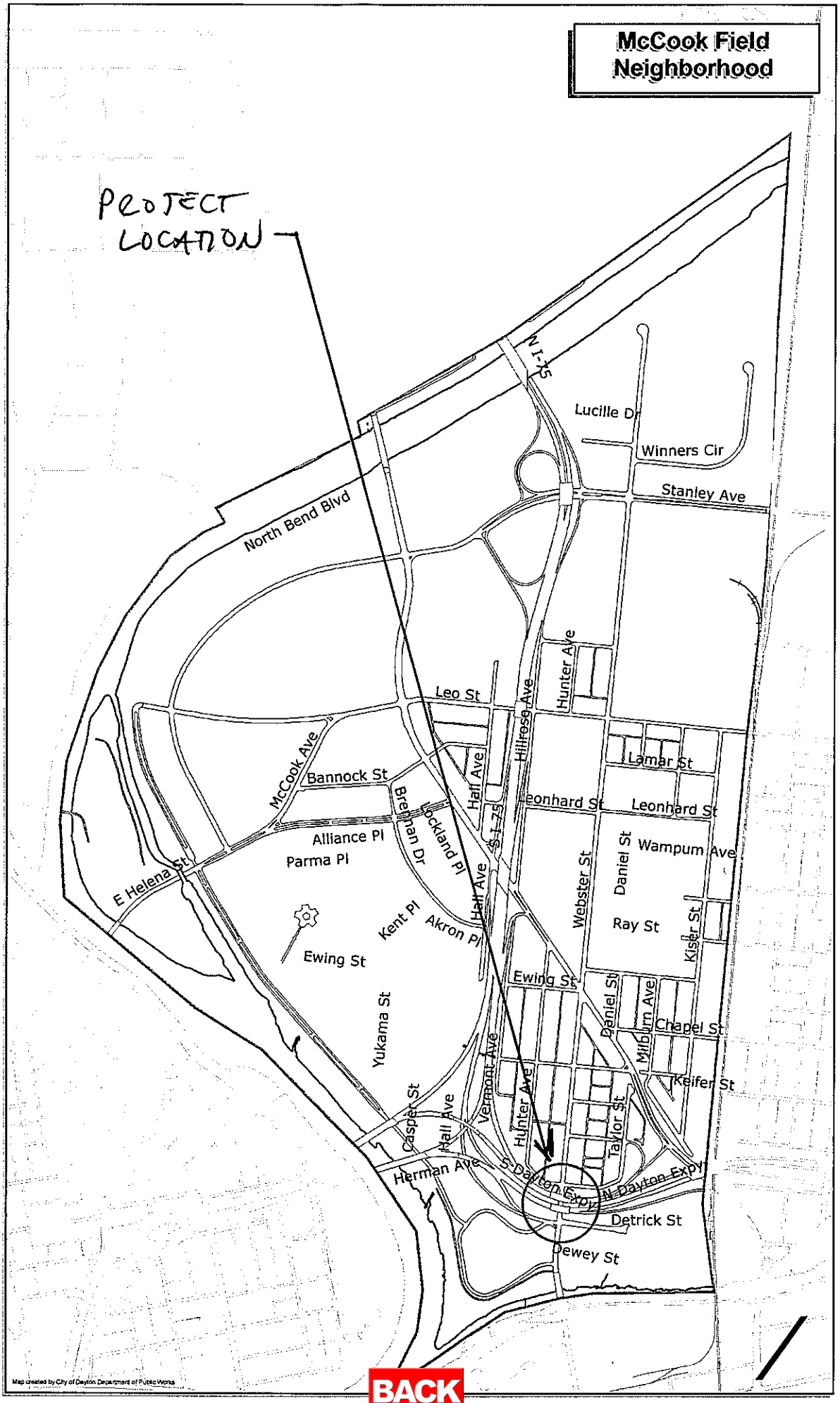
If you have any questions, please contact me at 3839.

SJF/kgs

Attachments

Cc: Mr. Earley
Mr. Parlette

McCook Field Neighborhood



BACK

DRAFT

1st Reading 12.

BY..... NO. 61666-16

A RESOLUTION

Authorizing the City Manager to Accept a Grant Award from the Greater Dayton Regional Transit Authority in the Amount Not to Exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) on Behalf of the City of Dayton.

WHEREAS, The Greater Dayton Regional Transit Authority ("RTA") established and administers a Community Grants Program that provides grants to local governments for transit-related community improvements; and

WHEREAS, The City of Dayton submitted a 2015 Community Grants Program application seeking funding for the CityWide-Sugarcreek Bus Shelter; and

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

WHEREAS, The RTA approved the City of Dayton's grant application and will award the City of Dayton a 2015 Community Grants Program grant subject to the City's acceptance; now, therefore,

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

Section 1. That the City Manager or his/her designee is authorized to accept the 2015 RTA Community Grants Program grant in the amount not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00), and is directed to execute any and all documents and agreements on behalf of the City of Dayton that are necessary to accept the grant from the RTA.

Section 2. That the City Manager or his/her designee is hereby authorized and directed to take such actions as are necessary to achieve the goals of the grant.

Adopted by the Commission....., 2016

Signed by the Mayor....., 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney

GREATER DAYTON REGIONAL TRANSIT AUTHORITY
2015 RTA COMMUNITY GRANTS PROGRAM
PROJECT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the date(s) at the end hereof, by and between the **GREATER DAYTON REGIONAL TRANSIT AUTHORITY**, hereinafter referred to as "RTA," and the **CITY OF DAYTON**, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, on November 5, 2002, acting on Resolution No. 2002-11-1, the RTA Board of Trustees re-established a process so that political jurisdictions can apply for funds to implement transit-related capital projects; and

WHEREAS, on November 5, 2002, the RTA Board of Trustees approved the use of one percent of its annual federal 5307 formula funds for the purposes of funding an RTA Community Grants Program; and

WHEREAS, the RTA Board has selected the Project (as hereinafter defined) of the Participant as one which will promote transit-related community development and has approved the expenditure of the eligible federal funds under its control specifically for the project to be undertaken by the Participant; and

WHEREAS, the RTA and Participant are desirous of mutually cooperating in the funding of a transit-related capital project, situated within the boundaries of the RTA's service area known

as City Wide-SugarCreek Bus Shelter, hereinafter referred to as the "Project"; and

WHEREAS, the RTA is willing to use some of its federal allocated funds to foster same; and

WHEREAS, the Participant has approved this Agreement pursuant to Resolution/Ordinance No. _____, attached as an addendum to this Agreement; and

WHEREAS, as part of the RTA Community Grants Program and approved by the RTA Board of Trustees, the Participant was authorized to be awarded a distribution not to exceed the project grant award of Twelve Thousand Dollars ($12,000) @80%, Fifteen Thousand Dollars ($15,000) total project cost @100% for City Wide-SugarCreek Bus Shelter. The payment to the Participant will never be more than eighty (80) percent of the actual cost of the approved Project and will not exceed the awarded amount (80 percent of the total Project cost as approved for this Project (see Attachment A); and

WHEREAS, the Participant has determined that the Project can be completed within twenty four (24) months of the execution date of this Agreement and the Participant is therefore eligible for participation in RTA's Community Grants Program.

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 responsibility of administering the Project and to assume responsibility, as

hereinafter described, for all future maintenance associated with the Project's result. The RTA agrees to tender to the Participant for the Project a maximum of eighty (80) percent of actual eligible Project costs (see Attachment A), not to exceed the Project grant award of Twelve Thousand Dollars ($12,000).

2. The Participant agrees that the federal allocated funds referred to in paragraph 1 hereof 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 the RTA federal allocated funds for this Project be used for any purpose other than that of the Project, the Participant will repay the RTA the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the RTA that such improper expenditure has occurred, stating therein the amount which the RTA believes has been misapplied.

3. The Participant agrees to supply RTA's Grants Administrator with statements or invoices indicating therein the amount of monies expended by the Participant in the furtherance of the Project. These statements, or invoices, 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, copies of checks supporting payments made, and the signature of a Participant Official to attest that payments were incurred in furtherance of completing the Project. The RTA will, upon receipt of such statements or invoices at the completion of the

Project or as otherwise arranged, reimburse the Participant a maximum of eighty (80) percent of the total eligible Project costs, not to exceed the Project grant award of Twelve Thousand Dollars $12,000 (80 percent of the total approved Project cost - see Attachment A). Should the RTA be of the opinion that any of the identified RTA's Federal allocated funds are expended for purposes other than the furtherance of the Project, the RTA 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 RTA has the authority to meet with the contractor, person or business entity engaged by the Participant for the Project, and review documentation as it deems necessary to determine that the RTA's Federal allocated funds are being expended for Project purposes. RTA's commitment to reimburse Participant for these Project expenditures under this Agreement expires twenty four (24) months after the execution date of this Agreement.

4. The Participant agrees that the RTA's federal allocated funds are to be expended by the RTA in its sole discretion, and that the RTA's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the RTA's federal allocated or non-allocated funds.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the RTA's federal allocated funds, and that as such, said consideration constitutes public funds, and the Participant acknowledges that

the RTA is legally authorized to inspect and make copies of the Participant's books regarding the Project and audit the receipt and expenditure of the federal allocated funds provided hereunder. The Participant, therefore, agrees to allow the RTA or its representatives, to enter upon its premises during regular business hours and to supply the RTA or its representatives, the book/financial records concerning the Participant's receipt and expenditure of the RTA federal allocated funds received by the Participant pursuant to this Agreement.

6. The Participant shall enter into and administer all construction, procurement and/or professional services contracts for the Project. The Participant agrees to adhere to all bidding procedures and regulations applicable to the Participant and/or the RTA for the reasonable and prudent selection of any and all third parties for the Project. The Participant will provide RTA, upon RTA's request, with summary competitive bid documentation and/or quotations for work to be contracted for the Project.

7. The Participant acknowledges that the receipt of federal funds must be reported as stipulated by U.S. Office of Management and Budget ("OMB") Circular No. A-133. As such the RTA must receive an OMB A-133 Report from the Participant within a reasonable time after approval by the State Auditor if the Participant is in receipt of Five Hundred Thousand Dollars ($500,000) or more in federal awards in the year the Community Grants Program funding is received. If the Participant does not

receive Five Hundred Thousand Dollars ($500,000) or more in federal awards in the year the Community Grants Program funding is received, then the Participant must provide a letter to the RTA stating such. For purposes of reporting, the Community Grants Program's Catalog of Federal Domestic Assistance ("CFDA") Number is 20.507.

8. 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 and the federal grantor agency for the RTA Community Grants Program. At a minimum, the Participant shall maintain such documentation, financial records and other Project records for a period of three (3) years after the completion or termination of the Project. The Participant 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 RTA or its representatives even though the funds have been received by a private person or business entity.

9. The parties acknowledge that this Agreement is made pursuant to the RTA Community Grants Program and that the distribution of funds provided for herein is made pursuant to that Program and constitutes a distribution to the Participant there under.

10. The parties expressly agree that this Agreement shall

not be assigned by the Participant without the prior written approval of the RTA.

11. 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 violative of federal, state, or local laws, ordinances and regulations. Participant shall further abide by any and all rules and regulations governing the obtainment, collection, administration, and disbursement of federal, MVRPC, and JARC-Grant funds.

12. The Participant or its designee shall be the owner of all physical improvements constructed as part of the Project. The Participant shall be responsible for the continued maintenance, repair and upkeep of all Project property, and such property shall be maintained in a safe, clean and aesthetically pleasing condition throughout its use by Participant or useful life of the Project improvement(s) whichever is later.

13. The Participant agrees to include RTA provided signage at the construction site which communicates RTA's participation in the Project if the Participant is requested by RTA to do so.

14. The Participant agrees to provide the RTA with photographs that clearly display the improvements obtained through the Project (before and after photographs).

15. The Participant agrees to maintain the Project in such a way as for the Project to achieve its anticipated useful life,

achieve a favorable appearance, and to contribute to the safety of all of those who come into contact with the Project/facility. Failure to comply with this requirement will cause the Participant to reimburse the RTA for its contributed funding. The RTA retains the right to inspect the Project/facility throughout its anticipated life to make determination of the Participant's adherence to this maintenance requirement.

16. The Participant agrees to complete this Project within the time frame stipulated at the execution date of this Agreement at which point this Agreement terminates. Application for reimbursement must be made within sixty (60) days after this period expires, unless otherwise arranged, for the Participant to be assured of reimbursement.

17. To the extent permitted by law, the Participant will be responsible for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or willful acts or acts of omission of the Participant, and its employees and officers, in connection with the completion of the Project. Participant will indemnify, save, and hold harmless RTA and its officers, agents, employees and representatives from any and all liability, including costs and expenses, resulting from any negligent or willful acts or omissions by Participant, or its officers, agents, employees and representatives, and for the failure to perform or comply with any of the provisions of this agreement. Notwithstanding the foregoing, the Participant does not waive any applicable immunities under Ohio law. Further, the

Participant agrees to require any sub recipient of the funds hereunder to defend, indemnify and hold harmless the Participant and RTA and their officers, agents, employees and representatives for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or willful acts or acts of omission of the sub recipient participant, and its employees, officers, agents, successors or independent contractors; and, to the extent permitted by law, to require the sub recipient to pay all damages, costs and expenses of the RTA and the Participant in defending any action arising out of the aforementioned acts.

18. Either party may terminate this Agreement by serving written notice on the other party at least 14 calendar days before the effective date of such termination as is mentioned in the notice conditioned that no work on the Project has been initiated.

19. RTA may terminate this agreement for any reason after work is initiated by providing written notice of same to Participant. If said Project is canceled by RTA after work has been initiated, the RTA is not obligated to reimburse for any expenses incurred up to that time. If reimbursement of expenses has occurred and the Project is canceled and/or this Agreement is terminated under paragraph 20, the Participant will return to RTA all funds provided by RTA under this Agreement for the Project.

20. 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 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. However, if such invalid or unenforceable provision materially changes either party's responsibilities hereunder, either party may terminate this Agreement, subject to paragraphs 18 and 19.

21. 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.

22. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio and regulations of the Federal Transit Administration (FTA).

23. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28 day of January, **2016**

Signed and acknowledged
in the presence of:

GREATER DAYTON
REGIONAL TRANSIT AUTHORITY

Witness

By: _____
Executive Director

Witness

APPROVED AS TO FORM:

Dwight A. Washington, Attorney
For the Greater Dayton Regional
Transit Authority

CITY OF DAYTON, OHIO

Witness

By: _____
City Manager

Witness

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

____20____Min. Book____Page____

CLERK OF THE COMMISSION

BACK

DRAFT

1st Reading 13.

BY..... NO. 6167-16

A RESOLUTION

Authorizing the City Manager to Accept a Grant Award from the Greater Dayton Regional Transit Authority in the Amount Not to Exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) on Behalf of the City of Dayton.

WHEREAS, The Greater Dayton Regional Transit Authority ("RTA") established and administers a Community Grants Program that provides grants to local governments for transit-related community improvements; and

WHEREAS, The City of Dayton submitted a 2015 Community Grants Program application seeking funding for the Downtown Streetscape Beautification; and

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

WHEREAS, The RTA approved the City of Dayton's grant application and will award the City of Dayton a 2015 Community Grants Program grant subject to the City's acceptance; now, therefore,

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

Section 1. That the City Manager or his/her designee is authorized to accept the 2015 RTA Community Grants Program grant in the amount not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00), and is directed to execute any and all documents and agreements on behalf of the City of Dayton that are necessary to accept the grant from the RTA.

Section 2. That the City Manager or his/her designee is hereby authorized and directed to take such actions as are necessary to achieve the goals of the grant.

Adopted by the Commission....., 2016

Signed by the Mayor....., 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney

GREATER DAYTON REGIONAL TRANSIT AUTHORITY
2015 RTA COMMUNITY GRANTS PROGRAM
PROJECT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the date(s) at the end hereof, by and between the **GREATER DAYTON REGIONAL TRANSIT AUTHORITY**, hereinafter referred to as "RTA," and the **CITY OF DAYTON**, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, on November 5, 2002, acting on Resolution No. 2002-11-1, the RTA Board of Trustees re-established a process so that political jurisdictions can apply for funds to implement transit-related capital projects; and

WHEREAS, on November 5, 2002, the RTA Board of Trustees approved the use of one percent of its annual federal 5307 formula funds for the purposes of funding an RTA Community Grants Program; and

WHEREAS, the RTA Board has selected the Project (as hereinafter defined) of the Participant as one which will promote transit-related community development and has approved the expenditure of the eligible federal funds under its control specifically for the project to be undertaken by the Participant; and

WHEREAS, the RTA and Participant are desirous of mutually cooperating in the funding of a transit-related capital project, situated within the boundaries of the RTA's service area known

as Downtown Streetscape Beautification Project ___, hereinafter referred to as the "Project"; and

WHEREAS, the RTA is willing to use some of its federal allocated funds to foster same; and

WHEREAS, the Participant has approved this Agreement pursuant to Resolution/Ordinance No. _____, attached as an addendum to this Agreement; and

WHEREAS, as part of the RTA Community Grants Program and approved by the RTA Board of Trustees, the Participant was authorized to be awarded a distribution not to exceed the project grant award of Twelve Thousand Dollars ($12,000) @80%, Fifteen Thousand Dollars ($15,000) total project cost @100% for Downtown Streetscape Beautification Project . The payment to the Participant will never be more than eighty (80) percent of the actual cost of the approved Project and will not exceed the awarded amount (80 percent of the total Project cost as approved for this Project (see Attachment A); and

WHEREAS, the Participant has determined that the Project can be completed within twenty four (24) months of the execution date of this Agreement and the Participant is therefore eligible for participation in RTA's Community Grants Program.

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 responsibility of administering the Project and to assume responsibility, as

hereinafter described, for all future maintenance associated with the Project's result. The RTA agrees to tender to the Participant for the Project a maximum of eighty (80) percent of actual eligible Project costs (see Attachment A), not to exceed the Project grant award of Twelve Thousand Dollars (**$12,000**).

2. The Participant agrees that the federal allocated funds referred to in paragraph 1 hereof 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 the RTA federal allocated funds for this Project be used for any purpose other than that of the Project, the Participant will repay the RTA the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the RTA that such improper expenditure has occurred, stating therein the amount which the RTA believes has been misapplied.

3. The Participant agrees to supply RTA's Grants Administrator with statements or invoices indicating therein the amount of monies expended by the Participant in the furtherance of the Project. These statements, or invoices, 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, copies of checks supporting payments made, and the signature of a Participant Official to attest that payments were incurred in furtherance of completing the Project. The RTA will, upon receipt of such statements or invoices at the completion of the

Project or as otherwise arranged, reimburse the Participant a maximum of eighty (80) percent of the total eligible Project costs, not to exceed the Project grant award of Twelve Thousand Dollars $12,000 (80 percent of the total approved Project cost - see Attachment A). Should the RTA be of the opinion that any of the identified RTA's Federal allocated funds are expended for purposes other than the furtherance of the Project, the RTA 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 RTA has the authority to meet with the contractor, person or business entity engaged by the Participant for the Project, and review documentation as it deems necessary to determine that the RTA's Federal allocated funds are being expended for Project purposes. RTA's commitment to reimburse Participant for these Project expenditures under this Agreement expires twenty four (24) months after the execution date of this Agreement.

4. The Participant agrees that the RTA's federal allocated funds are to be expended by the RTA in its sole discretion, and that the RTA's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the RTA's federal allocated or non-allocated funds.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the RTA's federal allocated funds, and that as such, said consideration constitutes public funds, and the Participant acknowledges that

the RTA is legally authorized to inspect and make copies of the Participant's books regarding the Project and audit the receipt and expenditure of the federal allocated funds provided hereunder. The Participant, therefore, agrees to allow the RTA or its representatives, to enter upon its premises during regular business hours and to supply the RTA or its representatives, the book/financial records concerning the Participant's receipt and expenditure of the RTA federal allocated funds received by the Participant pursuant to this Agreement.

6. The Participant shall enter into and administer all construction, procurement and/or professional services contracts for the Project. The Participant agrees to adhere to all bidding procedures and regulations applicable to the Participant and/or the RTA for the reasonable and prudent selection of any and all third parties for the Project. The Participant will provide RTA, upon RTA's request, with summary competitive bid documentation and/or quotations for work to be contracted for the Project.

7. The Participant acknowledges that the receipt of federal funds must be reported as stipulated by U.S. Office of Management and Budget ("OMB") Circular No. A-133. As such the RTA must receive an OMB A-133 Report from the Participant within a reasonable time after approval by the State Auditor if the Participant is in receipt of Five Hundred Thousand Dollars ($500,000) or more in federal awards in the year the Community Grants Program funding is received. If the Participant does not

receive Five Hundred Thousand Dollars ($500,000) or more in federal awards in the year the Community Grants Program funding is received, then the Participant must provide a letter to the RTA stating such. For purposes of reporting, the Community Grants Program's Catalog of Federal Domestic Assistance ("CFDA") Number is 20.507.

8. 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 and the federal grantor agency for the RTA Community Grants Program. At a minimum, the Participant shall maintain such documentation, financial records and other Project records for a period of three (3) years after the completion or termination of the Project. The Participant 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 RTA or its representatives even though the funds have been received by a private person or business entity.

9. The parties acknowledge that this Agreement is made pursuant to the RTA Community Grants Program and that the distribution of funds provided for herein is made pursuant to that Program and constitutes a distribution to the Participant there under.

10. The parties expressly agree that this Agreement shall

not be assigned by the Participant without the prior written approval of the RTA.

11. 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 violative of federal, state, or local laws, ordinances and regulations. Participant shall further abide by any and all rules and regulations governing the obtainment, collection, administration, and disbursement of federal, MVRPC, and JARC-Grant funds.

12. The Participant or its designee shall be the owner of all physical improvements constructed as part of the Project. The Participant shall be responsible for the continued maintenance, repair and upkeep of all Project property, and such property shall be maintained in a safe, clean and aesthetically pleasing condition throughout its use by Participant or useful life of the Project improvement(s) whichever is later.

13. The Participant agrees to include RTA provided signage at the construction site which communicates RTA's participation in the Project if the Participant is requested by RTA to do so.

14. The Participant agrees to provide the RTA with photographs that clearly display the improvements obtained through the Project (before and after photographs).

15. The Participant agrees to maintain the Project in such a way as for the Project to achieve its anticipated useful life,

achieve a favorable appearance, and to contribute to the safety of all of those who come into contact with the Project/facility. Failure to comply with this requirement will cause the Participant to reimburse the RTA for its contributed funding. The RTA retains the right to inspect the Project/facility throughout its anticipated life to make determination of the Participant's adherence to this maintenance requirement.

16. The Participant agrees to complete this Project within the time frame stipulated at the execution date of this Agreement at which point this Agreement terminates. Application for reimbursement must be made within sixty (60) days after this period expires, unless otherwise arranged, for the Participant to be assured of reimbursement.

17. To the extent permitted by law, the Participant will be responsible for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or willful acts or acts of omission of the Participant, and its employees and officers, in connection with the completion of the Project. Participant will indemnify, save, and hold harmless RTA and its officers, agents, employees and representatives from any and all liability, including costs and expenses, resulting from any negligent or willful acts or omissions by Participant, or its officers, agents, employees and representatives, and for the failure to perform or comply with any of the provisions of this agreement. Notwithstanding the foregoing, the Participant does not waive any applicable immunities under Ohio law. Further, the

Participant agrees to require any sub recipient of the funds hereunder to defend, indemnify and hold harmless the Participant and RTA and their officers, agents, employees and representatives for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or willful acts or acts of omission of the sub recipient participant, and its employees, officers, agents, successors or independent contractors; and, to the extent permitted by law, to require the sub recipient to pay all damages, costs and expenses of the RTA and the Participant in defending any action arising out of the aforementioned acts.

18. 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 conditioned that no work on the Project has been initiated.

19. RTA may terminate this agreement for any reason after work is initiated by providing written notice of same to Participant. If said Project is canceled by RTA after work has been initiated, the RTA is not obligated to reimburse for any expenses incurred up to that time. If reimbursement of expenses has occurred and the Project is canceled and/or this Agreement is terminated under paragraph 20, the Participant will return to RTA all funds provided by RTA under this Agreement for the Project.

20. 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 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. However, if such invalid or unenforceable provision materially changes either party's responsibilities hereunder, either party may terminate this Agreement, subject to paragraphs 18 and 19.

21. 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.

22. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio and regulations of the Federal Transit Administration (FTA).

23. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28 day of January, 2016

Signed and acknowledged
in the presence of:

GREATER DAYTON
REGIONAL TRANSIT AUTHORITY

Witness

By: _____
Executive Director

Witness

APPROVED AS TO FORM:

_____
Dwight A. Washington, Attorney
For the Greater Dayton Regional
Transit Authority

CITY OF DAYTON, OHIO

Witness

By: _____
City Manager

Witness

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

____20____Min. Book____Page____

CLERK OF THE COMMISSION

BACK

DRAFT

1st Reading 14.

BY..... NO. 6168-16

A RESOLUTION

Authorizing the City Manager to Accept a Grant Award from the Greater Dayton Regional Transit Authority in the Amount Not to Exceed Twenty-Four Thousand Dollars and Zero Cents ($24,000.00) on Behalf of the City of Dayton.

WHEREAS, The Greater Dayton Regional Transit Authority ("RTA") established and administers a Community Grants Program that provides grants to local governments for transit-related community improvements; and

WHEREAS, The City of Dayton submitted a 2015 Community Grants Program application seeking funding for the RTA Shelter Northbound Main Street; and

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

WHEREAS, The RTA approved the City of Dayton's grant application and will award the City of Dayton a 2015 Community Grants Program grant subject to the City's acceptance; now, therefore,

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

Section 1. That the City Manager or his/her designee is authorized to accept the 2015 RTA Community Grants Program grant in the amount not to exceed Twenty-Four Thousand Dollars and Zero Cents ($24,000.00), and is directed to execute any and all documents and agreements on behalf of the City of Dayton that are necessary to accept the grant from the RTA.

Section 2. That the City Manager or his/her designee is hereby authorized and directed to take such actions as are necessary to achieve the goals of the grant.

Adopted by the Commission....., 2016

Signed by the Mayor....., 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:

City Attorney

GREATER DAYTON REGIONAL TRANSIT AUTHORITY
2015 RTA COMMUNITY GRANTS PROGRAM
PROJECT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the date(s) at the end hereof, by and between the **GREATER DAYTON REGIONAL TRANSIT AUTHORITY**, hereinafter referred to as "RTA," and the **CITY OF DAYTON**, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, on November 5, 2002, acting on Resolution No. 2002-11-1, the RTA Board of Trustees re-established a process so that political jurisdictions can apply for funds to implement transit-related capital projects; and

WHEREAS, on November 5, 2002, the RTA Board of Trustees approved the use of one percent of its annual federal 5307 formula funds for the purposes of funding an RTA Community Grants Program; and

WHEREAS, the RTA Board has selected the Project (as hereinafter defined) of the Participant as one which will promote transit-related community development and has approved the expenditure of the eligible federal funds under its control specifically for the project to be undertaken by the Participant; and

WHEREAS, the RTA and Participant are desirous of mutually cooperating in the funding of a transit-related capital project, situated within the boundaries of the RTA's service area known

as RTA Shelter Northbound Main Street, hereinafter referred to as the "Project"; and

WHEREAS, the RTA is willing to use some of its federal allocated funds to foster same; and

WHEREAS, the Participant has approved this Agreement pursuant to Resolution/Ordinance No. _____, attached as an addendum to this Agreement; and

WHEREAS, as part of the RTA Community Grants Program and approved by the RTA Board of Trustees, the Participant was authorized to be awarded a distribution not to exceed the project grant award of Twenty Four Thousand Dollars ($24,000) @80%, Thirty Thousand Dollars ($30,000) total project cost @100% for RTA Shelter Northbound Main Street. The payment to the Participant will never be more than eighty (80) percent of the actual cost of the approved Project and will not exceed the awarded amount eighty (80) percent of the total Project cost as approved for this Project (see Attachment A); and

WHEREAS, the Participant has determined that the Project can be completed within twenty four (24) months of the execution date of this Agreement and the Participant is therefore eligible for participation in RTA's Community Grants Program.

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 responsibility of administering the Project and to assume responsibility, as

hereinafter described, for all future maintenance associated with the Project's result. The RTA agrees to tender to the Participant for the Project a maximum of eighty (80) percent of actual eligible Project costs (see Attachment A), not to exceed the Project grant award of Twenty Four Thousand Dollars (**$24,000**).

2. The Participant agrees that the federal allocated funds referred to in paragraph 1 hereof 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 the RTA federal allocated funds for this Project be used for any purpose other than that of the Project, the Participant will repay the RTA the amount improperly expended, and will do so within 14 calendar days of written notice to it by the RTA that such improper expenditure has occurred, stating therein the amount which the RTA believes has been misapplied.

3. The Participant agrees to supply RTA's Grants Administrator with statements or invoices indicating therein the amount of monies expended by the Participant in the furtherance of the Project. These statements, or invoices, 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, copies of checks supporting payments made, and the signature of a Participant Official to attest that payments were incurred in furtherance of completing the Project. The RTA will, upon receipt of such statements or invoices at the completion of the

Project or as otherwise arranged, reimburse the Participant a maximum of eighty (80) percent of the total eligible Project costs, not to exceed the grant award of Twenty Four Thousand Dollars (**$24,000)** (80 percent of the total approved Project cost - see Attachment A). Should the RTA be of the opinion that any of the identified RTA's Federal allocated funds are expended for purposes other than the furtherance of the Project, the RTA 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 RTA has the authority to meet with the contractor, person or business entity engaged by the Participant for the Project, and review documentation as it deems necessary to determine that the RTA's Federal allocated funds are being expended for Project purposes. RTA's commitment to reimburse Participant for these Project expenditures under this Agreement expires twenty four (24) months after the execution date of this Agreement.

4. The Participant agrees that the RTA's federal allocated funds are to be expended by the RTA in its sole discretion, and that the RTA's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the RTA's federal allocated or non-allocated funds.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the RTA's federal allocated funds, and that as such, said consideration constitutes public funds, and the Participant acknowledges that

the RTA is legally authorized to inspect and make copies of the Participant's books regarding the Project and audit the receipt and expenditure of the federal allocated funds provided hereunder. The Participant, therefore, agrees to allow the RTA or its representatives, to enter upon its premises during regular business hours and to supply the RTA or its representatives, the book/financial records concerning the Participant's receipt and expenditure of the RTA federal allocated funds received by the Participant pursuant to this Agreement.

6. The Participant shall enter into and administer all construction, procurement and/or professional services contracts for the Project. The Participant agrees to adhere to all bidding procedures and regulations applicable to the Participant and/or the RTA for the reasonable and prudent selection of any and all third parties for the Project. The Participant will provide RTA, upon RTA's request, with summary competitive bid documentation and/or quotations for work to be contracted for the Project.

7. The Participant acknowledges that the receipt of federal funds must be reported as stipulated by U.S. Office of Management and Budget ("OMB") Circular No. A-133. As such the RTA must receive an OMB A-133 Report from the Participant within a reasonable time after approval by the State Auditor if the Participant is in receipt of Five Hundred Thousand Dollars ($500,000) or more in federal awards in the year the Community Grants Program funding is received. If the Participant does not

receive Five Hundred Thousand Dollars($500,000) or more in federal awards in the year the Community Grants Program funding is received, then the Participant must provide a letter to the RTA stating such. For purposes of reporting, the Community Grants Program's Catalog of Federal Domestic Assistance ("CFDA") Number is 20.507.

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Participant agrees to require any sub recipient of the funds hereunder to defend, indemnify and hold harmless the Participant and RTA and their officers, agents, employees and representatives for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or willful acts or acts of omission of the sub recipient participant, and its employees, officers, agents, successors or independent contractors; and, to the extent permitted by law, to require the sub recipient to pay all damages, costs and expenses of the RTA and the Participant in defending any action arising out of the aforementioned acts.

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application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement 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. However, if such invalid or unenforceable provision materially changes either party's responsibilities hereunder, either party may terminate this Agreement, subject to paragraphs 18 and 19.

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23. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28 day of January, **2016**

Signed and acknowledged
in the presence of:

GREATER DAYTON
REGIONAL TRANSIT AUTHORITY

Witness

By: _____
Executive Director

Witness

APPROVED AS TO FORM:

Dwight A. Washington, Attorney
For the Greater Dayton Regional
Transit Authority

CITY OF CITY OF DAYTON, OHIO

Witness

By: _____
City Manager

Witness

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

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APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

____20____Min. Book____Page____

CLERK OF THE COMMISSION

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