



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

FEBRUARY 24, 2016

8:30 A.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.

(Sign-up sheets at entrance of Commission Chambers.)

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Price Agreements and Contracts:

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

1. Purchase Order:

AVIATION

- A1. American Trainco LLC dba TPC Trainco (professional educational and training services as needed through 12-31-16) \$20,700.00**

1. (Cont'd):

CENTRAL SERVICES

B1. Wayne Overhead Door Sales of Dayton, Inc. (Overhead door repair services) **\$8,000.00**

WATER

C1. Albers and Albers (professional legal services as needed through 12-31-16) **25,000.00**

C2. Precision Laser & Instrument, Inc. (Global Navigation Satellite System receiver, controller and related equipment) **28,957.24**

C3. Allied Builders, Inc. (fencing products and related services as needed through 12-31-16) **15,000.00**

(and for the period of 01-01-17 through 12-31-17) **25,000.00**

C4. Tencarva Machinery Company dba Southern Sales (Gorman Rupp brand pumps and parts as needed through 12-31-16) **27,522.00**

-Depts. of Aviation, Central Services, and Water. **Total: \$150,179.24**

2. **Motorola Solutions, Inc. – Service Agreement** – for the City of Dayton Radio/Microwave Systems – Dept. of Fire. **\$230,944.32**

3. **Opinion Works LLC – Contract** – for professional services to design and perform the City’s Public Opinion Survey – Office of Management & Budget. **\$34,313.00**
(Exp. 03/01/18)

4. **Relyco Sales Inc. – Agreement** – for On Line Services of Pay Stubs and W-2’s – Dept. of Finance/Tax & Accounting Administration. **\$40,700.00**
(Thru 02/28/19)

5. **United American Capital Corporation – Agreement** – for services related to the investment and reinvestment of proceeds of various revenue bonds issued by the City – Dept. of Finance/Tax Accounting Administration. **\$14,000.00**
(Thru 2016)

B. Construction Contracts/Estimates of Cost:

6. **L. J. DeWeese Co., Inc. – Contract** – for the Xenia Avenue Water Main Improvements (15% MBE-5% WBE Goal/15.20% MBE-5.17% WBE Achieved) – Dept. of Water/Water Engineering. **\$1,032,449.66**
(Thru 09/01/17)

C. Revenue to the City

7. **Dayton Classics Baseball Club – Lease Agreement** – for exclusive use on specific dates and times of Howell Field – Dept. of Recreation & Youth Services. **\$21,900.00 Revenue (2016-2020)**
\$4,380.00 Revenue Per Year
(Revenue to the City)
8. **Public Health-Dayton & Montgomery County – Lease Agreement** – for office space in the building known as The Sunrise Center located at 1320 E. Fifth Street – Dept. of Central Services/Facilities Management. **\$20,192.00**
(Revenue to the City)

D. Neighborhood Grants:

9. **CityWide Development Corporation – Development Partnership Agreement** – to support the following development efforts: Asset-Based Development, Market-Rate Housing Development, Tech Town Recruitment efforts, and The West Dayton Strategic Initiative – Dept. of Economic Development. **\$591,500.00**
(Exp. 01/15/17)

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

10. **Dayton Office Properties, LLC – Settlement of Claim** – for full settlement of claim filed – Dept. of Law/Civil. **\$89,350.00**

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

11. **No. 31475-16** Reaffirming Ordinance No. 31399-15 and Ordinance No. 31460-15; and Declaring an Emergency.

Ordinance – First Reading:

12. **No. 31476-16** Authorizing the City Manager to Purchase Fuel for 2018.

Ordinances – Second Reading:

- 13. **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.
- 14. **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 – Second Reading:

- 15. **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.
- 16. **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.
- 17. **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. 31477-16

RESOLUTION NO. 6169-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 918-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 24, 2016

FROM: Central Services / Purchasing
Department/Division

(CHECK ONE)

Amount \$ 150,179.24

- 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) P1600696 – AMERICAN TRAINCO LLC dba TPC TRAINCO, ENGLEWOOD, CO
- Professional educational and training services, as needed through 12/31/2016.
 - These services are required to provide practical training for airport maintenance personnel.
 - American Trainco LLC dba TPC Trainco is recommended based on the unique variety of proprietary training available from provider, therefore this purchase was negotiated.
 - The Department of Aviation recommends approval of this order.
 - Authority: \$20,700.00

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

Department

City Manager

CENTRAL SERVICES – FACILITIES MANAGEMENT

(B1) P1600119 – WAYNE OVERHEAD DOOR SALES OF DAYTON, INC., CENTERVILLE, OH

- Overhead door repair services.
- These goods and services are required to repair overhead garage doors at City Hall.
- Rates are in accordance with the City of Dayton's existing price agreement IFB D13026, with firm pricing through 2/29/2016.
- Pursuant to Section 86 of the City of Dayton Charter, the Department of Central Services has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- This amendment increases the previously authorized amount of \$4,000.00 by \$8,000.00 for a total not to exceed \$12,000.00 and therefore requires City Commission approval.
- The Department of Central Services recommends approval of this order.
- Authority: \$8,000.00

WATER – WATER ADMINISTRATION

(C1) P1600684 – ALBERS AND ALBERS, COLUMBUS, OH

- Professional legal services, as needed through 12/31/2016.
- These services are required to provide legal consultation and representation regarding regulation appeals for the City's Water Reclamation National Pollutant Discharge and Elimination System (NPDES) and negotiations.
- The law firm of Albers and Albers is recommended based on proven past performance, subject matter expertise and practical experience of its staff in related matters, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$25,000.00

WATER – WATER ENGINEERING

(C2) P1600686 – PRECISION LASER & INSTRUMENT, INC., MONROE, OH

- Global Navigation Satellite System (GNSS) receiver, controller and related equipment.
- This equipment is required to fulfill additional needs and replace existing Trimble brand accessories for a Global Positioning System (GPS) for Water Engineering.
- Precision Laser & Instrument, Inc. is the original equipment manufacturer (OEM) and sole distributor in this region, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$28,957.24

WATER – WATER SUPPLY AND TREATMENT

(C3) P1600408 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing products and related services, as needed through 12/31/2016.
- These goods and services are required to maintain appropriate security.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB D16011, with pricing through 12/31/2017.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- This amendment increases the originally authorized amount of \$10,000.00 by \$15,000.00 for a total not to exceed \$25,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$15,000.00
- Authority to cover additional needs in the following period:
 - 1/1/17 – 12/31/17 \$25,000.00

(C4) P1600698 – TENCARVA MACHINERY COMPANY dba SOUTHERN SALES, GREENSBORO, NC

- Gorman Rupp brand pumps and parts, as needed through 12/31/2016.
- These goods are required to maintain and repair pumping operations at the Miami Water Treatment Plant, in compliance with applicable regulations.
- Tencarva Machinery Company dba Southern Sales is recommended as the sole authorized distributor in this region for Gorman Rupp brand equipment and parts, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$27,522.00

The aforementioned departments recommend approval of these orders.

2.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 24, 2016

FROM: Fire Department
Department/Division

Code 10000-6340-1301-71

(CHECK ONE)

Fund Title General Fund

Amount \$ 230,944.32

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

Supplier/Vendor/Company/Individual:

NAME Motorola Solutions, Inc
 ADDRESS 13108 Collections Center Drive
Chicago, IL 60693

Justification and description of purchase, contract or payment:

Service/Maintenance Agreements for City of Dayton Radio/Microwave systems

The Department of Fire requests approval for the authority to maintain service and maintenance agreements and for parts and service for the existing 800Mhz radio and microwave systems through December 31, 2016.

These service agreements are renewals of service contracts with Motorola to provide preventative maintenance and repair service to maintain the existing systems for public safety and public works.

Each contract (one for the microwave system and one for the radio system) is billed on a monthly billing cycle and will terminate once the city users transition to the MARCS (State of Ohio) radio system.

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

[Signature]
Division

Clerk

[Signature]
Department

Date

[Signature]
City Manager



SERVICE AGREEMENT

Attn: National Service Support
 1307 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Date: 11/5/2015

Contract Number: S00001003506
 Contract Modifier:

Required P.O.: No
 Customer #: 1035759656
 Bill to Tag #: 0001
 Contract Start Date: 01/01/2016
 Contract End Date: 12/31/2016
 Anniversary Day: Dec 31st
 Payment Cycle: MONTHLY
 Tax Exempt: Exempt From All Taxes
 PO #:

Company Name: Dayton, City Of
 Attn: David Andes
 Billing Address: 300 North Main Street
 City, State, Zip: Dayton, OH 45402
 Customer Contact: David Andes
 Phone: (937)333-4521
 Fax:

Qty	Model/Option	Description	Monthly Ext	Extended
1	SVC01SVC1420C	***** Recurring Services ***** SP - LOCAL INFRASTRUCTURE REPAIR MICROWAVE LINK	\$ 2,370.48	\$ 28,445.76
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			SUBTOTAL - RECURRING SERVICES	\$ 2,370.48 \$ 28,445.76
Commercially reasonable efforts will be used to repair items which are out of Depot support.			SUBTOTAL - ONE-TIME EVENT SERVICES	
			TOTAL	
			TAXES	Exempt Exempt
			GRAND TOTAL	\$ 2,370.48 \$ 28,445.76
			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.	
SUBCONTRACTOR(S)		CITY	STATE	
P & R COMMUNICATION SERVICE INC		DAYTON	OH	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Michael P. Caudill ASST. FIRE CHIEF 12/10/15
 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

MICHAEL P. CAUDILL
 CUSTOMER (PRINT NAME)

J.R. Mills Customer Support Manager November 5, 2015
 MOTOROLA SERVICE REPRESENTATIVE (SIGNATURE) TITLE DATE

Jeffrey Mills 419-297-9300
 MOTOROLA SERVICE REPRESENTATIVE (PRINT NAME) PHONE FAX

APPROVED AS TO FORM AND CORRECTNESS
[Signature]
 CITY ATTORNEY
 J.L.M.

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines,

computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services.

Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral,

related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer

without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001003591
 Contract Modifier: RN18-AUG-15 22:15:52

Date: 11/05/2015

Company Name: Dayton, City Of
 Attn: David Andes
 Billing Address: 300 North Main Street
 City, State, Zip: Dayton, OH, 45402
 Customer Contact: David Andes
 Phone: (937)333-4521

Required P.O.: No
 Customer #: 1035759656
 Bill to Tag #: 0001
 Contract Start Date: 01/01/2016
 Contract End Date: 12/31/2016
 Anniversary Day: Dec 31st
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
3 136	SVC01SVC1101C	***** Recurring Services ***** ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ENH: SMARTNET SITE ENH: SMARTNET STATION	\$3,244.89	\$38,938.68
1	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR MICOR-MAXAR STATION/SWITCH PANELS/AIRPORT	\$3,963.72	\$47,564.64
4 136 4 16	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD ENH: SMARTNET SITE ENG: SMARTNET STATIONS RECEIVER SITE LINKS	\$9,310.91	\$111,730.92
1	SVC01SVC2007C	SP - ONSITE INFRASTRUCTURE RESPONSE ANNUAL ANTENNA INSPECTION	\$355.36	\$4,264.32

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Commercially reasonable efforts will be used to repair items which are out of Depot support. Items subject to parts availability include Spectra Consolettes, Efraform GPS, and Maxar stations. Motorola will advise the City of Dayton should additional "at risk" items be identified.

As part of this agreement, P&R Comm. will provide first echelon level support for the GenWatch, however, any actual repair to the GenWatch will be provided by the original manufacturer and will be billable to the City of Dayton.

Subtotal - Recurring Services	\$16,874.88	\$202,498.56
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$16,874.88	\$202,498.56
Taxes	-	-
Grand Total	\$16,874.88	\$202,498.56
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA - T3 COST TRANSFER (DO415)	PARMA	OH

P & R COMMUNICATION SERVICE INC DAYTON OH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Michael D. Caudill ASST. FIRE CHIEF 12/10/15
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

MICHAEL D. CAUDILL
CUSTOMER (PRINT NAME)

JR Mills CUSTOMER SUPPORT MANAGER 11/5/15
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Jeffrey Mills 419-297-9300
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Dayton, City Of
Contract Number: S00001003591
Contract Modifier: RN18-AUG-15 22:15:52
Contract Start Date: 01/01/2016
Contract End Date: 12/31/2016

APPROVED AS TO FORM AND CORRECTNESS
Reginald W. Donaldson
CITY ATTORNEY *J.L.M.*

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines,

computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services.

Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral,

related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer

without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 24, 2016

FROM: Office of Management & Budget
Department/Division

Code 10000-9980-1159-99

(CHECK ONE)

Fund Title General Fund

Amount \$ \$34,313 (expires 3-1-2018)

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

Supplier/Vendor/Company/Individual:

NAME Opinion Works LLC

ADDRESS 706 Giddings Avenue, Suite 2C
Annapolis, Maryland 21401

Justification and description of purchase, contract or payment:

The Office of Management and Budget (OMB) is requesting the award of contract for professional services to design and perform the City's Public Opinion Survey. OMB has conducted biennial surveys on behalf of the City for more than twenty years. The City's contract with the previous vendor expired and a new RFP was issued. Opinion Works LLC was chosen based on cost, breadth of experience and the strength of their survey method technique. Opinion Works LLC has proposed a multi-modal survey design, which will help the City target a representative sample of city residents. The 2016 survey will be administered by mail, web, cell phone and landline phones. This technique will allow the City to target residents who were underrepresented in previous iterations of the survey. Department input and survey design will start in early March. Once finalized, data collection will start. The survey is expected to reach residents in early April; completed results are expected by the end of May.

This Contract shall begin on March 01, 2016 and expires on March 01, 2018. This Contract establishes a pricing agreement between the City and Opinion Works LLC. This Contract may be renewed for additional one-year terms upon the agreement of each entity and the proper appropriation of funding for each survey performed by the vendor.

This Contract has been approved and signed by the Law Department as to form and correctness.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

Barbara LaBrier
Department

City Manager

AGREEMENT FOR PROFESSIONAL SERVICES TO DESIGN AND PERFORM CITIZEN PARTICIPATION SURVEYS FOR THE CITY OF DAYTON, OHIO

THIS AGREEMENT is between the City of Dayton, Ohio ("City") and Opinion Works LLC ("Contractor").

WITNESSETH:

WHEREAS, the City wishes to design and perform citizen participation surveys and,

WHEREAS, the City solicited proposals from firms and determined Contractor prepared the best response; and,

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

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate two (2) years thereafter, with the option to renew the contract for three (3) additional 12-month periods, contingent upon satisfaction with the work, availability of funds and mutual agreement of both parties.

ARTICLE 2. SERVICES

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

ARTICLE 3. COMPENSATION

The total remuneration to Contractor under this Agreement shall not exceed FORTY THOUSAND DOLLARS (\$40,000.00). Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and the City has notified Contractor in

writing of any such error within that period, Contractor shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

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

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE

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

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall be required to obtain a Performance bond, at Contractor's expense, in an amount not less than \$50,000. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
- (6) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

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

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. Contractor shall not use, or disclose to any third party, any work product generated pursuant to this Agreement without the express written consent of the City.

Contractor 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 Contractor.

ARTICLE 9. TERMINATION

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

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

Any such termination shall not relieve the vendor of any liability to the City of damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The Cities may terminate his Contractor at any time upon thirty (30) days written notice to the vendor.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

Contractor: Opinion Works LLC
 706 Giddings Avenue, Suite 2C, Annapolis Maryland 21401
 Steve Raabe
 Steve@opinionworks.com/410-280-2000

City: City of Dayton, Office of Management and Budget

101 West Third Street, Dayton OH 45402
Hilary R. Browning
Hilary.Browning@daytonohio.gov/937-333-3754

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

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, 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 Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

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

THE CITY OF DAYTON, OHIO

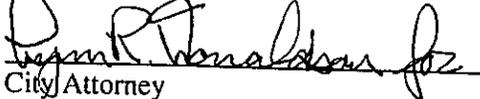
OPINION WORKS LLC

City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS**


City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of Commission

ATTACHMENT A: SCOPE OF WORK

The Contractor shall assist City Staff and City Management to determine the most cost effective, reasonable, and productive survey methodology to employ for the City of Dayton Biennial Public Opinion Survey and other citizen participation surveys. Contractor shall attend meetings with City personnel as scheduled by the City.

Minimum requirements for the formulation, implementation and the presentation of the study shall include, but are not limited to:

- Contractor shall design the survey and questions to ensure statistical validity, accuracy, and unambiguous, quantifiable results.
- Contractor shall assist and guide City Staff in developing objective questions designed to gauge community sentiment about issues such as community values, public safety, public services, land use, recreation amenities and other timely issues.
- Contractor shall develop a survey methodology that targets all residents in the City of Dayton and is statistically accurate at a geographic level.
- Contractor shall advise the City on all aspects of the survey, including the proposed quantity of questions, length of survey, distribution methodology and desired results.
- Contractor shall craft survey questions with benchmarking in mind and results shall be comparable to national best practices.
- Contractor shall perform survey data analysis and complete a comprehensive report that includes summary and analysis of the data.
- Contractor shall provide thirty (30) bound copies of the final report and shall provide Microsoft Excel spreadsheets of all data collected, as well as digital copies of the final report as a PDF and in Microsoft Word.
- Upon request, Contractor shall meet with the City Officials, i.e. OMB, City Manager, and City Commission, to assist in the presentation of the outcomes from the survey. Meeting scheduling and location shall be designated by the City.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 24, 2016

FROM: Finance Department/Tax & Accounting Administration

Code 10000-5320-1158-64

Department/Division

Fund Title General Fund

(CHECK ONE)

Amount \$ \$40,700 (through 2/28/2019)

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

Supplier/Vendor/Company/Individual:

NAME Relyco Sales Inc

ADDRESS 121 Broadway

Dover, NH 03820

Justification and description of purchase, contract or payment:

On Line Services of Pay Stubs and W-2's

The Department of Finance is requesting City Commission approval to enter into an Agreement with Relyco Business Printing Solutions (Relyco) in the amount of \$40,700.00 (\$13,566.00 annually for 3 years). The Agreement is for providing the capability to electronically issue employees payroll direct deposit notices and W-2's as well as print and mail W-2's to employees who do not opt-in to receive W-2's electronically. The term of the Agreement commences upon execution of the contract and expires on February 28, 2019 which includes a one (1) one year renewal option.

Authority is being requested to cover the following periods as needed:

03/01/2016-12/31/2016	\$13,566.00	01/01/2018-12/31/2018	\$13,566.00
01/01/2017-12/31/2017	\$13,566.00		

The division of Purchasing sent notification of Request for Proposal to thirty nine vendors and posted the RFP on the City's website. Two responses were received and Relyco was selected based on lowest price and best features of the system.

The contract has been reviewed and approved by Law as to form and correctness.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

Clerk

Date

Benjamin D. Smith

Division

Benjamin D. Smith *Lashae Smith*

for Department

[Signature]

City Manager

CERTIFICATE OF FUNDS

CT161386

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	03/01/16
Expiration Date	02/28/19
Original Commission Approval	\$ 40,700.00
Initial Encumbrance	\$ 13,566.00
Remaining Commission Approval	\$ 27,134.00
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

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

Amount: <u> \$ 13,566.00 </u> Fund Code <u>10000 - 5320 - 1158 - 64 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Relyco Business Printing Solutions

Vendor Address: 121 Broadway Dover NH 03820-3299
Street City State Zipcode + 4

Federal ID: 02-0431887

Commodity Code: 96600

Purpose: To provide a web-served delivery of paycheck stubs and W-2's.

Contact Person: Roberta Lohrey Finance Department 2/24/2016
Department/Division Date

Originating Department Director's Signature: for [Signature] " " [Signature]

SECTION II - to be completed by the Finance Department

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

 [Signature]
Finance Director Signature

 [Signature]
CF Prepared by

 2-15-16
Date

 2-12-16
Date

 CT161386
CF/CT Number

COMMISSION
FEB 24 2016
CALENDAR

SALE AGREEMENT

This SALE AGREEMENT, (the "Agreement") is entered into on _____, 2016 by and between Relyco Sales, Inc., a New Hampshire corporation with its principal place of business located at 121 Broadway, Dover, NH 03820 ("Relyco"), and The City of Dayton, Ohio, an Ohio municipal corporation with its principal place of business located at 101 W. Third St., Dayton, Ohio 45401 (the "Buyer").

1. **Background.** Relyco has been authorized by TranZParent Hosting Solutions, LLC ("TranZParent") as an authorized reseller of TranZParent's software and services located at www.mypaystub.com (the "Software"). Buyer desires to purchase the Software pursuant to the terms set forth in this Agreement.
2. **Supply.** Buyer agrees to purchase the Software upon the terms and subject to the conditions of this Agreement as well as the terms of TranZParent's Master Services Agreement, and associated Statements of Work thereto, attached hereto as Exhibit A (the "EULA"). Buyer acknowledges that the terms of the EULA will be between Buyer and TranZParent. Relyco is neither a party to the EULA nor does Relyco have any control over the Software or Buyer's use thereof.
3. **Purchase Price.** Buyer shall pay all amounts set forth in the EULA as directed by TranZParent from time to time. Additionally, Buyer agrees to pay all sales tax and any other taxes associated with its use of the Software.
4. **Due Diligence.** Buyer acknowledges that it: (a) has conducted its own inquiry and investigation into, and based thereon, has formed an independent judgment concerning, the Software; (b) has been furnished with or given access to such information about the Software as it has requested; (c) has inspected the Software; and (d) based on all such information has found the Software to be acceptable for the purposes intended by Buyer.
5. **Warranty Disclaimer.** (a) Buyer acknowledges that Relyco is not (i) the developer of the Software; or (ii) responsible for the maintenance or support of the Software. ACCORDINGLY, RELYCO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE SOFTWARE IN ANY RESPECT WHATSOEVER, INCLUDING ANY WARRANTY REGARDING THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT - IT BEING UNDERSTOOD AND AGREED THAT THE ONLY WARRANTIES PROVIDED WITH THE SOFTWARE ARE THE WARRANTIES SET FORTH IN THE EULA BETWEEN BUYER AND TRANSPARENT.

(b) RELYCO SHALL IN NO EVENT BE LIABLE FOR ANY CLAIM WHATSOEVER BY OR THROUGH BUYER, OR ANY THIRD PARTY, FOR ANY INOPERABILITY OR FAILURE OF THE SOFTWARE TO PERFORM AS DESIGNED OR INTENDED, WHETHER SUCH CLAIM IS BASED IN ANY FORM OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WHETHER FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES. RELYCO NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR RELYCO ANY LIABILITY IN CONNECTION WITH THE SALE OR USE OR MISUSE OF THE SOFTWARE. IN THE EVENT THAT THE FOREGOING DISCLAIMER IS RENDERED UNENFORCEABLE, IN NO EVENT WILL RELYCO'S TOTAL LIABILITY FOR ANY CLAIMS ARISING HEREUNDER WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).
6. **Release.** Buyer hereby releases Relyco, its successors and assigns, from and against any and all claims, causes of action, damages and demands, losses and expenses of every kind, arising out of or in any way related to Buyer's possession, access or use of the Software.
7. **Miscellaneous.** (a) This Agreement and the terms and conditions set forth herein constitute the complete and final agreement between Relyco and Buyer relating to subject matter hereof, and no other agreement in any way modifying these terms and conditions will be binding upon Relyco unless made in writing and signed by a duly authorized representative of the parties hereto.

(b) This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the parties; nor will either party hold itself out as an agent, partner, or joint venture party of the other party. Both parties shall be, and shall act as, independent contractors. Neither party shall have authority to create any obligation for the other party, except to the extent expressly stated herein.

(c) All notices required or permitted to be given hereunder shall be in writing, and shall be valid and sufficient if personally delivered, or dispatched by registered mail, postage prepaid, to the addresses first above written, or any other address designated by a party in accordance with the provisions of this paragraph. All notices shall be deemed delivered when actually received if personally delivered or three (3) days after having been placed in the mail addressed as set forth above.

(d) The parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. The parties hereto agree that any claims arising out of this Agreement will be resolved exclusively in the courts sitting within the State of Ohio.

The undersigned have each read the foregoing Agreement and each fully understands it and agrees to it.

RELYCO SALES, INC.

BUYER

By: [Signature]
Title: President
Date: 2/3/16

By: _____
Title: _____
Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

[Signature]
City Attorney

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

EXHIBIT A
TransZParent Master Service Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this _____ day of _____ 2016 (the "Effective Date") by and between **Tranzparent Hosting Solutions, LLC.**, having a principal place of business at 14045 Ballantyne Corporate Place, Suite 140 , Corporate Headquarters, Charlotte, NC 28277, (hereinafter "THS"), and **City of Dayton, Ohio** its principal place of business at 101 W. Third St., Dayton, OH 45402 (hereinafter "Company").

1. SERVICES

Subject to the terms and conditions of this Agreement, during the term of this Agreement, THS will provide Company with services (the "**Services**") as described more particularly on THS's Service Order and Statement of Work attached hereto and incorporated herein (collectively "**SO**") in the THS Internet Utility Center(s) as identified on the SO.

2. PAYMENT

- 2.1 Company will pay the fees for the Services as set forth on the SO.
- 2.2 Upon execution of this Agreement, Company shall pay to THS the Initial Setup Fee (as set forth on the SO) prior to any installation or setup of the services. Fees for the Hosting Services shall be billed on an annual basis in advance. In the event that Company orders additional Services to be covered by the SO such additional Services shall be included at mutually agreed upon prices in a written addendum to the SO.
- 2.3 Payment of Annual Hosting Fees (as described on the SO) ("**Annual Fees**") shall be due within thirty (30) days of the date of each invoice. Payments should be paid to the address below.

Relyco Sales, Inc.
PO Box 1229
Dover, NH 03821
Attn: Accounts Receivable

- 2.4 All payments will be made in U.S. dollars. Late payments hereunder will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower.
- 2.5 In the event Company's account becomes past due for more than sixty (60) days after written notice of such past due payment is received by Company, then THS may, in its sole discretion, terminate this Agreement, in which event the terms of Section 4.3 shall be applicable.
- 2.6 All payments required by this Agreement are exclusive of all national, state, municipal or other governmental excise, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other levies now in force or enacted in the future, all of which Company will be responsible for and will pay in full, except for taxes based on THS's income.

3. CONFIDENTIAL INFORMATION

- 3.1 Each party (the "Receiving Party") acknowledges that it will have access to certain confidential and/or proprietary information of the other party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, employees, companies,

technology, and products, including the terms and conditions of this Agreement ("**Confidential Information**"). Confidential Information will include, but not be limited to, each party's proprietary software and electronic data. Each party agrees that as a Receiving Party it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary, any of the Disclosing Party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Upon termination or expiration of this Agreement, or upon request of the other party, each party will return all Confidential Information of the other party, including all copies or summaries thereof, in its possession or control to the other party.

- 3.2. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party; (ii) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; (iv) is independently developed by the receiving party without any use of the other party's Confidential Information.

4. TERM AND TERMINATION.

- 4.1 Term. The initial term of this Agreement ("**Initial Term**") shall be for a period of three (3) years from the date first written above. The term of this Agreement shall automatically renew for successive one (1) year terms ("**Renewal Term**") and collectively with the Initial Term and any Extended Term, the "**Term**", unless notice of non-renewal is provided in a writing signed by the non-renewing party no less than ninety (90) days before expiration of the Initial Term or applicable Renewal Term. At the end of the Term, the Agreement shall automatically renew for successive (1) year extended terms ("**Extended Term**"), and all annual recurring charges shall be increased by ten percent (10%) during the Extended Term.
- 4.2 Termination by Company. Company may terminate this Agreement at any time by providing ninety (90) days advance written notice to THS. Company shall immediately pay all fees owed to THS that have not been paid.
- 4.3 Liquidated Damages. Company acknowledges that the amount of the annual recurring fees for Services is based on Company's agreement to pay the annual recurring fees for the entire Term. THS's damages from (i) termination by the THS associated with a Company Default or (ii) the early termination by Company not associated with a THS Default are difficult to ascertain. For that reason, Company agrees to pay one hundred percent (100%) of the remaining annual recurring charges and of any charges due and payable under any applicable SO's through the then current Term. Company also agrees to pay one hundred percent (100%) of any third party termination or cancellation charges that THS incurs as a result of Company's Payment Default for any of the Services ordered for and provided to Company under this Agreement or any subsequent amendment to this Agreement. This provision is intended to establish liquidated damages and is not intended as a penalty. Other than as set forth herein, this liquidated damages provision does not waive or alter any remedies available to THS under this Agreement for Company's Default or early termination.
- 4.4 Termination of Service Order. Without invalidating this Agreement or any other SO in progress at the time, any single SO may be terminated upon ten (10) days notice to THS, and neither party shall have any further liability.
- 4.5 Termination due to Bankruptcy. Either party may terminate this Agreement immediately if (a) the other party makes any assignment of its business for the benefit of creditors, (b) the other party files a petition in bankruptcy or has filed against it an involuntary petition under any bankruptcy code (or any similar petition under any insolvency law of any jurisdiction), (c) a receiver, trustee in bankruptcy, or similar officer has been appointed in respect of the whole or a substantial part of a party's assets, (d) the other party is adjudged bankrupt, or (e) if a party is dissolved or liquidated.

- 4.6 Responsibilities of the Parties upon Termination. Upon termination of this Agreement for any reason, (a) the Receiving Party shall return all of Disclosing Party's, defined in Section 3, above, Confidential Information that is in its possession or subject to its control and, upon written request of Disclosing Party, the Receiving Party shall provide a sworn affidavit executed by an officer of Receiving Party certifying that it has complied with the confidentiality provisions of the Agreement (b) Company shall remain liable for payment of fees due prior to such termination., and (c) Company shall return any Deliverables in its possession (d) Company shall pay THS for conversion services to package and return any Electronic Data requested at current rates.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

- 5.1 All pre-existing materials ("**Materials**") provided by THS, other than the deliverables created specifically for Company ("**Deliverables**"), as specifically set forth in the SO, shall be the sole and exclusive property of THS. Materials shall mean Licensed Products User's Manuals and Administrative Guides. Deliverables shall mean all Company related PDF documents including those generated by the Licensed Products and related Database information supplied by Company, To the extent, however, that any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by THS in connection with Materials or services provided to Company are a derivative of THS's Intellectual Property (collectively, the "**Licensed Products**"), THS retains the sole and exclusive right therein and grants Company a worldwide, non-exclusive, royalty-free license ("License") during the term of this Agreement, to use THS's Licensed Products and derivations thereof as incorporated or necessary in conjunction with any such Deliverables.

6. CUSTOMER DATA

- 6.1 All Company Data provided to THS will remain the sole property of Company to the full extent provided by law.
- 6.2 Company will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Company Data. THS will not use the Company Data for any purpose other than to provide the Service to Company and for statistical reporting to Company or for Company audit purposes.
- 6.3 THS will use commercially reasonable security measures to protect Company Data against unauthorized disclosure or use. THS will notify Company in the event that a security breach has been detected.
- 6.4 In the event the Company determines that a breach or potential breach involves unauthorized access of the THS network the Company should contact THS immediately and report the incident. THS will take all commercially reasonable measures to assess the incident and implement measures to prevent further risk.

7. DISCLAIMERS AND WARRANTIES.

- 7.1 Each party represents and warrants to the other party that it has the power and authority to enter into and perform under this Agreement, that this Agreement has been duly executed and delivered by authorized individuals of each party and constitutes a valid, legal and binding agreement.
- 7.2 THS represents and warrants that the Services, Materials and Deliverables, including any systems it may install as part of possible Services, will operate substantially as described in the SO and any technical documentation accompanying the system or Services, and will be free of defects in materials and workmanship, for the Term of this Agreement. This warranty includes, but is not limited to, the cost of parts and labor to perform the Services again, or to restore the system, Materials or Deliverables to good working condition by adjustment,

repair or other replacement of defective parts with new parts, at THS's sole cost and expense.

- 7.3 THS represents and warrants that any services purchased by Company will be performed by qualified and skilled individuals in a timely and professional manner, in conformity with standards generally accepted in THS's industry. Additionally, THS represents and warrants that all Confidential Information provided by Company to THS shall be transferred, utilized and stored in conformity with standards generally accepted in THS's industry. THS represents and warrants that: (a) all Company data it stores shall be in a controlled, environmentally stable environment; and (b) THS has adequate disaster recovery policies and procedures in place to protect Company's data.
- 7.4 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, THS PROVIDES THE LICENSED PRODUCTS AND SERVICES "AS IS" AND DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. THS DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED.

8. INDEMNITY

- 8.1 **Infringement.** THS will defend, indemnify and hold Company, its subsidiaries and affiliates and their respective officers, directors, employees, and agents, harmless from and against any claim brought by a third party to the extent it alleges that the Services or Materials, Deliverables, Licensed Products infringe any United States patent, copyright, or trademark, or misappropriates any trade secret or other proprietary right of that third party ("Infringement Claim"), and will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Company by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Company arising out of such Infringement Claim; provided that: (i) Company gives THS prompt written notice upon learning of an Infringement Claim or potential Infringement Claim; (ii) THS may assume sole control of the defense of such Infringement Claim and all related settlement negotiations, but any such settlement shall include a full release of Company; and (iii) Company reasonably cooperates with THS, at THS's request and expense, in the defense or settlement of the Infringement Claim, including the provision of all assistance, information and authority reasonably requested by THS.
- 8.2 **Remedy.** In the event of an infringement Claim, THS shall have the option, at its expense, to (a) modify the Licensed Products, or Services, Materials or Deliverables to be non-infringing; (b) obtain for Company the right to continue using the Licensed Products, Services, Materials, or Deliverables on the same or similar terms as provided in this Agreement; or (c) replace the Licensed Products, Services, Materials, or Deliverables with like functionality. This Section 10 states THS's entire liability and Company's exclusive remedy for infringement.
- 8.3 **Survival.** The indemnity provisions in this Section shall survive termination of this Agreement with respect to indemnification obligations arising prior to such termination.

9. ASSIGNMENT

- 9.1 This Agreement shall be binding on and inure to the benefit of the parties' respective assigns, except that the rights granted hereunder cannot be assigned or otherwise transferred by the Company without the prior written consent of THS.

10. LIMITATION OF LIABILITY

NEITHER THS NOR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE.

11. MAINTENANCE SUPPORT

- 11.1 THS reserves the right to notify the Company of scheduled maintenance times to allow general maintenance to be performed on the site.

12. GENERAL PROVISIONS.

- 12.1 Governing Law and Venue. This Agreement, any dispute arising under or which is related to this Agreement (whether in contract, tort or otherwise), and the validity, performance and interpretation of this Agreement shall be governed by and construed in all respects, under the laws of the United States of America and the State of Ohio.
- 12.2 Authority of Authorized Affiliate. Customer understands that THS's Authorized Affiliate is not an employee of THIS and is an independent business entity and, therefore has not express or implied authority to bind THS nor is THS liable for any acts of the Authorized Affiliate which are outside the scope of such agency.
- 12.3 Relationship of the Parties. THS is an independent contractor. At no time will either party represent itself as an agent, employee, lessee, sub-lessee, partner or joint venture partner of the other party, and no employer-employee relationship shall exist between either party and any employee or agent of the other party. Neither party hereto shall have the express or implied right or authority to assume or create any obligation on behalf or in the name of the other party or to bind the other party in regard to any contract, agreement or undertaking with any third party.
- 12.4 Amendment. This Agreement may not be released, discharged, supplemented, interpreted, amended, or modified in any manner except in a writing signed by a duly authorized representative of each of the parties.
- 12.5 Waiver. The failure of either party to require the performance of any obligation under this Agreement shall not be a waiver of that or any other or subsequent breach; all waivers must be in writing signed by the waiving party. The waiver by either party of any breach hereunder, shall not prevent a subsequent enforcement of such obligation or constitute a waiver of any subsequent breach.
- 12.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be amended to achieve as nearly as possible the objectives of, and the same economic effect as the original provision and all other provisions will remain in full force and effect.
- 12.7 Release From Obligations. Neither party shall be liable for any delay or failure to perform its obligations hereunder due to (i) a *force majeure* event (including, without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, civil unrest, terrorism, labor conditions, earthquakes, or any other cause); (ii) or any material condition beyond such party's reasonable control, provided however, that this paragraph does not excuse any breach of the terms of this Agreement (a) governing the use, reproduction, disclosure or transfer of the Licensed Products or of any Confidential Information of a party; or (b) for failure to pay for Licensed Products or Services rendered hereunder. If the force majeure event referred to herein continues for a period of thirty (30) consecutive days either party may terminate this Agreement and neither party shall be deemed in default.
- 12.8 Non-Solicitation. The parties agree that they will not, either directly or through recruiters, solicit any employee of the other party for the Term of this Agreement. Solicitations of a

general nature (e.g., newspaper advertisements) are not prohibited by the foregoing provision.

12.9 Counterparts and Admissibility of Electronic Copies. The Agreement and any amendment or Addendum thereto may be executed in counterparts each of which when executed by the requisite parties shall be deemed to be a complete original document. An electronic or facsimile copy of the executed Agreement or any amendment or Addendum thereto or counterpart thereof shall be deemed, and shall have the same legal force and effect as, an original document.

12.10 Notices. (a) Any notice required under this Agreement shall be delivered by certified U.S. Mail, return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon delivery to the party to whom it is intended (or delivery refusal) at its record address as established by the U.S. Post Office return receipt or the expedited delivery carrier's proof of delivery. The record addresses of the parties are set forth below.

(b) If to Company:

The City of Dayton, Ohio
PO Box 22
Dayton, OH 45401
Attn: Director of Finance

(c) If to THS:

TranZParent Hosting Solutions, LLC
14045 Ballantyne Corporate Place
Suite 140
Charlotte, NC 28277
Attn: Chief Legal Officer

(d) Either party may change its record address by giving written Notice of such change to the other party.

13. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement between the parties with regard to the subject matter hereof and, shall as of the effective date hereof, supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence or other understandings between the parties, relating to this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representation including the extension and delivery hereof except such representations as are specifically set forth herein, and each of the parties acknowledges that it has relied on its own judgment in entering into this Agreement upon the facts within their knowledge. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Dayton, Ohio

TRANSPARENT HOSTING SOLUTIONS, LLC

By: _____

By: Jeff Buckner

Name: _____
(print or type)

Name: Jeff Buckner
(print or type)

Title: _____

Title: President

Date: _____

Date: 02.09.2016

**APPROVED AS TO FORM
AND CORRECTNESS:**

William R. Donaldson for
City Attorney *WRD*

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

CITY OF DAYTON CITY MANAGER'S REPORT

TO: City Manager

Date February 24, 2016

FROM: Finance/Tax Accounting Administration

Code 53806-5320-1158-64
55806-5320-1158-64

Department/Division

Fund Title Series 2015 Water Construction Fund
Series 2015 Sewer Construction Fund

(CHECK ONE)

Amount \$ 14,000.00 (through 2016)

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

Supplier/Vendor/Company/Individual:

NAME United American Capital Corporation
 ADDRESS 75 E. Wilson Bridge Road, Suite C-2
Worthington, OH 43085

Justification and description of purchase, contract or payment:

The Department of Finance requests permission to enter into an agreement with United American Capital Corporation (UACC) for services related to the investment and reinvestment of proceeds of various revenue bonds issued by the City.

On December 3, 2015, the City issued Water System Revenue Bonds and Sewer System Revenue Bonds. Net proceeds from these two issues were \$15,500,000.00 and \$16,200,000.00, respectively. To comply with specific requirements regarding investment of these proceeds set forth in the associated Trust Agreements, the Department of Finance has requested that UACC manage the bond proceeds separately from other assets in the City's main operating portfolio.

As a result, UACC has submitted an Addendum to its current Investment Advisory Agreement with the City (Contract #CT150303). Under the terms of the Addendum, UACC will manage separate bond proceeds portfolios that will be structured according to draw schedules provided by the City to ensure that proceeds are available as needed for project expenses. The Addendum commences upon execution by the City and ends upon the later of (1) the termination of the underlying Investment Advisory Agreement (Contract #CT150303), or (2) the completion of the financed project(s) and expenditure of all related bond proceeds.

The annual fee proposed by UACC for the additional services specified in the Addendum is five basis points (.05%), payable monthly in arrears and based on the total market value of the managed bond proceeds portfolio(s). For the Water System Revenue Bonds and Sewer System Revenue Bonds issued in 2015, this results in monthly fees of approximately \$646.00 and \$675.00, respectively, which we expect to increase gradually as portfolio earnings are reinvested.

We are requesting a not to exceed amount of \$14,000.00, consisting of \$7,000.00 from the Series 2015 Water Construction Fund (Fund 53806) and \$7,000.00 from the Series 2015 Sewer Construction Fund (Fund 55806), to cover estimated fees for the period 03/01/16 – 12/31/16. A Certificate of Funds is attached. 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

Bryce Dillman
 Division
Bryce Dillman Lalsha Smith
 Department
[Signature]
 City Manager

CERTIFICATE OF FUNDS

CT161389

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	02/24/16
Expiration Date	01/18/17
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	
<u> </u> X	Initial City Manager's Report
<u> </u> X	Initial Certificate of Funds
<u> </u> X	Initial Agreement/Contract
<u> </u>	Copy of City Manager's Report
<u> </u>	Copy of Original Certificate of Funds

Amount: <u> </u> \$ 7,000.00 Fund Code <u>53806</u> - <u>5320</u> - <u>1158</u> - <u>64</u> - <u>XXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> \$ 7,000.00 Fund Code <u>55806</u> - <u>5320</u> - <u>1158</u> - <u>64</u> - <u>XXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: United American Capital Corporation

Vendor Address: PO Box 1917 Westerville OH 43086
Street City State Zipcode + 4

Federal ID: 31-1328101

Commodity Code: 94656

Purpose: Investment Advisor services for Water and Sewer bond proceeds.

Contact Person: LISA WILSON *Lisa Wilson* FINANCE/TREASURY 2/15/2016
Department/Division Date

Originating Department Director's Signature: *Bojic Dhm* *Bojic Dhm*

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.

Bojic Dhm *Lashae Smith* 02/16/2016
Finance Director Signature Date

Lashae 2-16-16 CT161389
CF Prepared by Date CF/CT Number

SA 2/16/16

MEMORANDUM



February 15, 2016

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

FROM: C. LaShea Smith, Director
Department of Finance

SUBJECT: Addendum to Agreement for Investment Advisory Services between City of Dayton, Ohio and United American Capital Corporation

On December 3, 2015, the City issued Water System Revenue Bonds, Series 2015 and Sewer System Revenue Bonds, Series 2015 to pay for costs of various improvements to the respective systems. Net proceeds were **\$15,500,000** for Water and **\$16,200,000** for Sewer, for a total of **\$31,700,000**. The Trust Agreements that secure the two bond issues specify that the City may invest the bond proceeds in eligible investments, *provided that the investments either mature or are redeemable no later than when the money is projected to be needed for the planned improvements.*

After consulting with the City's investment advisor, United American Capital Corporation (UACC), and bond counsel, Squire Patton Boggs, the Department of Finance believes that the City would be best able to comply with this requirement if the proceeds were managed in separate portfolios that were structured to conform to the draw schedules of the improvement projects. This would allow the City to avoid commingling the bond proceeds with other assets that are not subject to the same restrictions in the City's main operating portfolio.

As a result, UACC submitted an Addendum to Contract #CT150303 for consideration and approval. The Addendum establishes the terms and conditions under which UACC would invest the proceeds of various revenue bonds issued by the City, including the Series 2015 Bonds. The annual fee proposed by UACC for the additional services specified in the Addendum is five basis points (.05%), payable monthly in arrears. Fees would be calculated based on the total monthly market value of the managed bond proceeds portfolio(s), and a minimum monthly fee of **\$500** would apply.

The Addendum would remain in effect until the later of (1) the termination of the associated Investment Advisory Agreement (Contract #CT150303), or (2) the completion of the financed project(s) and expenditure of all related bond proceeds. Currently, we expect that while a portion of the Series 2015 Bond proceeds will be encumbered in 2016, the majority will not be spent on planned projects until 2017 and later. Therefore, we are requesting **\$14,000** to cover estimated fees on the invested and reinvested proceeds in 2016.

The Addendum has been approved 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 24, 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

**Addendum to Agreement for Investment Advisory Services
Between City of Dayton, Ohio and United American Capital Corporation**

Account: Bond Proceeds Account(s)

Pursuant to the last sentence of Section 6 of the Agreement for Investment Advisor Services dated November 18, 2011, between the City of Dayton, Ohio ("City") and United American Capital Corporation ("UACC"), as extended and then further amended by the certain First Amendment to Agreement for Investment Advisory Services effective January 19, 2015, between the City and UACC (collectively, the "Investment Advisory Agreement"), the City hereby engages UACC to provide additional investment advisory services to the City, such additional services being comprised of investment advice, recommendations, and investment decisions regarding the investment and reinvestment of the proceeds of bonds issued by the City from time to time, under the following terms and conditions:

- (1) Investment portfolio. UACC will construct and manage a portfolio(s) of eligible investments, as defined under the City's ordinance governing investments and the approved investment policy of the City. If the legislation authorizing the bonds or any bond documents specify eligible investments for the bond proceeds, other than eligible investments as defined under the City's ordinance governing investments and the approved investment policy of the City, such investments will be made in accordance with such legislation and/or bond documents. Investment decisions, which include the execution of purchase and/or sale transactions, will be made by UACC on a fully discretionary basis. Such transactions shall also include the investment and reinvestment of maturities, the reinvestment of called bonds, the reinvestment of income and any excess cash balances. All investment transactions will be executed on a delivery v payment basis (DVP).
- (2) Liquidity. Bond proceeds portfolio(s) shall be structured to meet future liabilities, based upon a draw schedule to be provided by the City.
- (3) Evidence of Transactions. UACC will issue transaction advises, evidencing portfolio purchases and sales, including the maintenance of a data base listing such investment transactions including purchase cost, investment activity and realized income for the period. Investment reports will be issued monthly. Other periodic reports will be issued upon the request of City. UACC will participate in scheduled investment committee meetings, if requested, and at such times as determined by City.
- (4) Appointment of Custodian. The City will designate a custodian bank or trustee ("Custodian") where investment assets and cash from the managed bond proceeds accounts will be held in safekeeping. The Custodian will provide monthly safekeeping statements and all other required information, including the book value (cost) of securities purchased by UACC, income received, and cash balances maintained in an eligible money market fund. Portfolio securities held in safekeeping will be described, at a minimum, on the basis of par value, purchase cost, interest coupon, CUSIP identifier, and maturity date. The City, in conjunction with the Custodian, will be responsible for the reconciliation of cash and securities versus the custodian

statement. The City will authorize the Custodian to provide monthly custody statements to UACC. Custodian will additionally settle investment transactions on a delivery versus payment method, based upon the data contained within UACC transaction advices which will be send via electronic medium by UACC to the Custodian. UACC has no custodial duties or supervisory authority over the duties and responsibilities of the Custodian. Under no interpretation shall UACC be deemed to have any such custodial duties.

(5) Transactions. The City will assume full responsibility for any and all investment decisions and/or investment transactions not recommended or executed by UACC, including the placement of time deposits, money market funds (or accounts), investments in STAROHIO, and banking-related services.

(6) Fees. In consideration of the above additional services defined in this Addendum, the City will pay UACC an annual fee equal to five basis points (.0005) based upon the market value of total assets of the managed bond proceeds account(s), payable monthly in arrears. Fees will be determined based on the market value of the managed bond proceeds account(s) on a monthly basis, and are payable monthly, in arrears. Securities and other assets will, for the purposes of determining compensation to UACC, be valued at market value by the Custodian in its statement of account. A minimum monthly fee of Five Hundred Dollars and Zero Cents (\$500.00) shall apply. The City may elect to authorize and direct the Custodian to charge the safekeeping account to pay investment advisory fees, in which case UACC will, at the City's direction, send a copy of UACC's invoices to the Custodian for payment in accordance with any such arrangements made by the City. Copies of any invoices sent to the Custodian at the direction of the City will be done solely for the convenience of the City and shall in no event be construed as giving UACC authority to deduct or to cause the deduction of UACC's fee from the City's custodial account.

(7) Term. This Addendum shall be in effect until the later of the termination of the Investment Advisory Agreement or such time as each project or projects financed by the City's bonds has been completed and the bond proceeds managed by UACC hereunder have been expended. Upon agreement by the parties, the terms of this Addendum may be revised or modified at any time. If revisions are made, the City may elect to reissue the contract for another specific period of time. Either party may terminate this Addendum at any time after giving (60) days written notice. If the Addendum is terminated, UACC shall be paid for services provided under this Agreement up to the date of termination.

Signature page follows

IN WITNESS WHEREOF, The City and UACC, each by a duly authorized representative, have caused this Addendum to the Agreement for Investment Advisory Services to be executed as of the date written below.

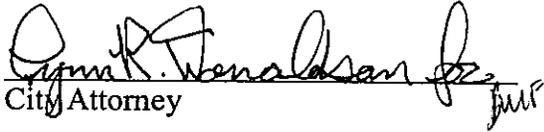
CITY OF DAYTON, OHIO

**UNITED AMERICAN
CAPITAL CORPORATION**

City Manager

Dennis V. Yacobozzi, President

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of the Commission

6.

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

TO: City Manager

Date February 24, 2016

FROM: Water / Water Engineering
Department/Division

Code 53802-3445-1424-54-WF1518

Fund Title 2016 Water Capital Fund

(CHECK ONE)

Amount \$ 1,032,449.66 (thru 9/1/17)

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

Supplier/Vendor/Company/Individual:

NAME L.J. DeWeese Co., Inc.
 ADDRESS 3616 Tipp-Cowlesville Rd.
Tipp City, OH 45371

Justification and description of purchase, contract or payment:

XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE-5% WBE GOAL / 15.20% MBE-5.17% WBE ACHIEVED)

The Department of Water requests permission to enter into an Agreement with L.J. DeWeese Co. Inc., in the amount of \$1,032,449.66 for the Xenia Avenue Water Main Improvements project. This amount includes the base bid of \$938,590.60 and Alternate No. 1 - Contingency Allowance for \$93,859.06 (10% of the base bid). This project consists of the construction of 2,700 LF of new 12" water main in Xenia Avenue and abandonment of the existing 6" water main. Work includes installation of piping, water valves, fire hydrants, and doing other work incidental thereto.

Seven bids were received for this project on January 28, 2016. After evaluating the bids, L.J. DeWeese Co., Inc.'s bid was the lowest. The estimated cost for the project (including Alternate No. 1 Contingency Allowance) was \$1,155,000.00. The time for contract completion is 180 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is September 1, 2017.

This project is being fully funded using 2013 Water Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by replacing existing 6-inch diameter mains in an area targeted for larger diameter replacements which are nearing the end of their useful life (installed in 1869). In addition, the roadway was identified for asphalt resurfacing by the Department of Public Works.

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

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

Scott D. Miller
Division

Clerk

[Signature]
Department

Date

[Signature]
City Manager

GT161387

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract

Renewal Contract

Change Order:

Contract Start Date	02/24/16
Expiration Date	09/01/17
Original Commission Approval	\$ 1,032,449.66
Initial Encumbrance	\$ 1,032,449.66
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 1,032,449.66 </u>	Amount: <u> </u>
Fund Code <u> 53802 - 3445 - 1424 - 54 - WF1518 - </u>	Fund Code <u> XXXX - XXX - XXX - XX - XXX - </u>
<u> Fund Org Acct Prog Act Loc </u>	<u> Fund Org Acct Prog Act Loc </u>
Amount: <u> </u>	Amount: <u> </u>
Fund Code <u> XXXXX - XXXX - XXXX - XX - XXXX - </u>	Fund Code <u> XXXX - XXX - XXX - XX - XXX - </u>
<u> Fund Org Acct Prog Act Loc </u>	<u> Fund Org Acct Prog Act Loc </u>

Attach additional pages for more FOAPALS

Vendor Name: L.J. DeWeese Co., Inc.

Vendor Address: 3616 Tipp-Cowlesville Rd. Tipp City OH 45371
Street City State Zipcode + 4

Federal ID: 31-0602186

Commodity Code: 96896

Purpose: Award of Contract for Xenia Avenue Water Main Improvements
 (15% MBE Goal/15.20% MBE Achieved) (5% WBE Goal/5.17% WBE Achieved)

Contact Person: Ben Swain, Senior Engineer II Water/Water Engineering
Department/Division Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

[Signature]
Finance Director Signature

[Signature]
CF-Prepared by

[Signature]
SA 2/12/16

2-15-16
Date

2-12-16
Date

GT161387
CF/CT Number

COMMISSION
FEB 24 2016
CALENDAR

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:
XENIA AVENUE WATER MAIN
IMPROVEMENTS (15 % MBE & 5%
WBE PARTICIPATION)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>JANUARY 21, 2016</u>	<u>\$1,155,000.00</u>	<u>180 Calendar Days</u>

<u>Bidders</u>	<u>Actual Amount¹ of Bid</u>	<u>Adjustment for Work Days</u>	<u>Adjustment for Comparison Purposes Only</u>
<u>*LJ Deweese</u>	<u>\$1,032,449.66</u>	<u>\$0.00</u>	<u>\$1,032,449.66</u>
<u>Adleta Inc</u>	<u>\$1,049,177.58</u>	<u>\$0.00</u>	<u>\$1,049,177.58</u>
<u>Milcon</u>	<u>\$1,150,133.05</u>	<u>\$0.00</u>	<u>\$1,150,133.05</u>
<u>Double Jay</u>	<u>\$1,231,010.00</u>	<u>\$0.00</u>	<u>\$1,231,010.00</u>
<u>CG Construction</u>	<u>\$1,706,677.37</u>	<u>\$0.00</u>	<u>\$1,706,677.37</u>
<u>Kinnison Exc</u>	<u>\$1,381,831.10</u>	<u>\$0.00</u>	<u>\$1,381,831.10</u>
<u>Fields Excv.</u>	<u>\$1,400,086.16</u>	<u>\$0.00</u>	<u>\$1,400,086.16</u>

*** RECOMMENDED FOR AWARD**

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



MEMORANDUM

February 11, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: Xenia Avenue Water Main Improvements (15% MBE and 5% WBE Participation)

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

	PERCENTAGE OF PARTICIPATION
1. L. J. DeWeese Co., Inc.	
A. MINORITY BUSINESS ENTERPRISE	
W. C. Jones Asphalt Paving Co., Inc.	7.47%
EWOL Trucking & Construction, Inc.	1.79%
Garrett & Associates	5.949%
B. WOMEN BUSINESS ENTERPRISE	
Brahan, LLC	5.17%
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	15.20% MBE
	5.17% WBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact Roshawn Winburn at 333-1439.

NOTE TO CONTRACTORS:

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

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

Bid Form

Yenia Ave Water Main
Improvements

Bidder

L.J. DeWeese Co., Inc.
3816 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

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:

XENIA AVENUE WATER MAIN IMPROVEMENTS

(15 % MBE & 5% WBE PARTICIPATION)

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

Bid Form (Continued)

XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE 5% WBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
403	Asphalt Concrete	570	TONS	<u>130.-</u>	<u>74,100.-</u>
407	Tack Coat, 0.1 Gal Per S.Y.	350	GAL	<u>6.-</u>	<u>2,100.-</u>
499 ODOT	Concrete Base, Class FS	3460	S.Y.	<u>36.-</u>	<u>124,560.-</u>
608	Concrete Walk	550	S.F.	<u>10.-</u>	<u>5,500.-</u>
609	Barrier Curb	180	L.F.	<u>35.-</u>	<u>6,300.-</u>
614	Maintaining Traffic	1	LUMP	<u>34,605.-</u>	<u>34,605.-</u>
623	Construction Layout Stakes	1	LUMP	<u>5,500.-</u>	<u>5,500.-</u>
632	Detector Loop	2	EA.	<u>1,350.-</u>	<u>2,700.-</u>
642	Lane Line	150	L.F.	<u>1.30</u>	<u>195.-</u>
642	Centerline	400	L.F.	<u>1.35</u>	<u>540.-</u>
642	Channel Line	200	L.F.	<u>1.80</u>	<u>360.-</u>
642	Stop Bar	100	L.F.	<u>4.-</u>	<u>400.-</u>
653	Topsoil Furnished and Placed, 4"	25	C.Y.	<u>75.-</u>	<u>1,875.-</u>
659	Seeding and Mulching	170	S.Y.	<u>10.-</u>	<u>1,700.-</u>
810	Street Cut Permit	1	LUMP \$	6,655.60	\$ 6,655.60
810	Excavation and Backfill for 3" Water with Low Strength Mortar Backfill.	30	L.F.	<u>75.-</u>	<u>2,250.-</u>
810	Excavation and Backfill for 4" Water with Low Strength Mortar Backfill.	140	L.F.	<u>75.-</u>	<u>10,500.-</u>

Bid Form (Continued)

XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE 5% WBE PARTICIPATION)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
810	Excavation and Backfill for 6" Water with Low Strength Mortar Backfill	180	L.F.	<u>75.-</u>	<u>13500.-</u>
810	Excavation and Backfill for 8" Water with Low Strength Mortar Backfill	370	L.F.	<u>70.-</u>	<u>25900.-</u>
810	Excavation and Backfill for 12" Water with Low Strength Mortar Backfill	2790	L.F.	<u>70.-</u>	<u>195300.-</u>
824	3" Ductile Iron Water Pipe and Fittings	30	L.F.	<u>50.-</u>	<u>1500.-</u>
824	4" Ductile Iron Water Pipe and Fittings	140	L.F.	<u>50.-</u>	<u>7000.-</u>
824	6" Ductile Iron Water Pipe and Fittings	180	L.F.	<u>50.-</u>	<u>9000.-</u>
824	8" Ductile Iron Water Pipe and Fittings	370	L.F.	<u>50.-</u>	<u>18500.-</u>
824	12" Ductile Iron Water Pipe and Fittings	2790	L.F.	<u>75.-</u>	<u>209,250.-</u>
824	8" Restrained Plug	10	EA.	<u>100.-</u>	<u>1000.-</u>
824	12" Restrained Plug	3	EA.	<u>100.-</u>	<u>300.-</u>
837	Abandoned, Special (Water Valves)	25	EA.	<u>350.-</u>	<u>8750.-</u>
840	4" Gate Valve and Appurtenances	10	EA.	<u>700.-</u>	<u>7000.-</u>
840	6" Gate Valve and Appurtenances	12	EA.	<u>900.-</u>	<u>10800.-</u>
840	8" Gate Valve and Appurtenances	11	EA.	<u>1100.-</u>	<u>12100.-</u>
840	12" Gate Valve and Appurtenances	11	EA.	<u>2000.-</u>	<u>22000.-</u>
843	Fire Hydrant, Installed	8	EA.	<u>3500.-</u>	<u>28000.-</u>
843	Fire Hydrant, Removed	7	EA.	<u>450.-</u>	<u>3150.-</u>

Bid Form (Continued)

XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE 5% WBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
844	6"X6" Water Main Tap	1	EA.	<u>5000.-</u>	<u>5000.-</u>
845	Service Replacement, Method "B" with Low Strength Mortar Backfill	59	EA.	<u>1200.-</u>	<u>70800.-</u>
847	Cut and Plug 4" Water Line	11	EA.	<u>550.-</u>	<u>6050.-</u>
847	Cut and Plug 6" Water Line	4	EA.	<u>550.-</u>	<u>2200.-</u>
847	Cut and Plug 8" Water Line	1	EA.	<u>550.-</u>	<u>550.-</u>
847	Cut and Plug 12" Water Line	2	EA.	<u>550.-</u>	<u>1100.-</u>
TOTAL BASE BID				\$	<u>938,590.60</u>

Bid Form (Continued)

XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE 5% WBE PARTICIPATION)

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>EST.</u> <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance (Shall equal 10% of the Contractor's Total Base Bid)	1	LUMP	<u>93,859.⁰⁶</u>	<u>93,859.⁰⁶</u>
TOTAL ALTERNATE NO. 1				<u>\$ 93,859.⁰⁶</u>	

Bid Form (Continued)

XENIA AVENUE WATER MAIN IMPROVEMENT
(15% MBE 5% WBE PARTICIPATION)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>438,000.-</u>	\$ <u>500,590.⁶⁰</u>	\$ <u>938,590.⁶⁰</u>
TOTAL ALT. NO 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>93,859.⁰⁶</u>	\$ <u>93,859.⁰⁶</u>

The time of completion fixed by the City is 180 Calendar Days.

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

NAME

ADDRESS

No person or party other than the bidder is
interested in this Bid.

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO _____

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone 937-440-1732 Fax 937-440-0745

E-mail kldilbone@yahoo.com

Federal I.D.# 31-0602186

Dated this 28 day of January, 2016

Bidder: L.J. DeWeese Co, Inc.

(Person, Firm, or Corporation)

By:

Title: 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 \$ 10% of Total Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of 10% of Total Bid Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the contract awarded to the bidder, L.J. DeWeese Co., 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 28th day of January, 2016.

L.J. DeWeese Co., Inc.

[Signature]
Bidder

Western Surety Company

[Signature]
Mark Arnold Surety Attorney-In-Fact

Arnold Insurance Agency, Inc.

Name of Insurance Agency

1400 Haft Dr., Reynoldsburg, OH 43068

Address of Insurance Agency

Telephone 614-863-0455 Fax 614-863-2474

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Arnold, Harry J Bound, Brittany Walton, Daniell Dahl, Rebecca Bryner, Jason D Daniels, Individually

of Reynoldsburg, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of October, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

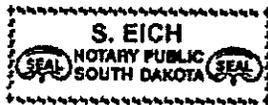
State of South Dakota }
County of Minnehaha }

ss

On this 14th day of October, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20 day of January, 2016



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

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 03/26/2015

Effective 04/02/2015

Expires 04/01/2016

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

WESTERN SURETY COMPANY

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

Section 3929.01 (A)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$1,998,252,964, liabilities in the amount of \$630,226,850, and surplus of at least \$1,368,026,114.

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



WESTERN SURETY COMPANY
 Sioux Falls, South Dakota
 Statement of Net Admitted Assets and Liabilities
 December 31, 2014

ASSETS

Bonds	\$ 1,824,951,414
Stocks	23,975,582
Cash, cash equivalents, and short-term investments	51,536,164
Investment income due and accrued	22,267,675
Premiums and considerations	41,696,249
Amounts recoverable from reinsurers	(11,221,508)
Federal and foreign income taxes recoverable	7,401,709
Net deferred tax asset	20,261,713
Receivable from parent, subsidiaries, and affiliates	17,380,167
Other assets	3,799
Total Assets	\$ 1,998,252,964

LIABILITIES AND SURPLUS

Losses	\$ 302,997,505
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712)
Loss adjustment expense	64,134,995
Contingent and other commissions payable	6,099,306
Unearned premiums	259,011,845
Advance premiums	5,321,610
Payable to parent, subsidiaries and affiliates	107,843
Other liabilities	7,821,458
Total Liabilities	\$ 630,226,850

Surplus Account:

Capital paid up	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,083,954,277
Surplus as regards policyholders	<u>\$ 1,368,026,114</u>

Total Liabilities and Capital \$ 1,998,252,964

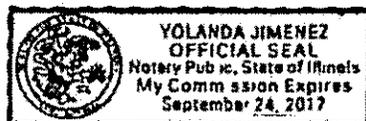
I, Peter Locy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Peter Locy
 Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2014.

My commission expires:



Yolanda Jimenez
 Notary Public

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

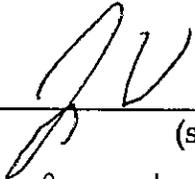
In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, Jeremy Hinch hereby certify that _____
(print name - an Officer of the company)

L.T. DeWeese Co, Inc. meets the following Contractor requirements relating
(company)

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

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: 
(signature)

Title: President

Date: January 28, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

- A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

SEA - medical

401(k) - retirement

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

N/A

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

WC Jones Asphalt

EWOR Trucking

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

WC Jones Asphalt

Ewol Trucking

Brahan, LLC

Garrett & Associates

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

STATE OF OHIO,
COUNTY OF Miami, ss:

Jeremy Hesch being duly sworn, deposes and states as follows:

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

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

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

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

Labor organization.

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

By: [Signature]

Title: President

STATE OF OHIO,
COUNTY OF Miami, ss:

Sworn to before me and subscribe in my presence by Jeremy Hesch
this 28 day of January, 2016.



Kristen Dilbone
Notary Public
KRISTEN L DILBONE
Notary Public
In and for the State of Ohio
My Commission Expires
January 20, 2017

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

STATE OF Ohio)
COUNTY OF Miami) SS:

Jeremy Hersh being first duly sworn deposes and states that:

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

LJ DeWeese Co, 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

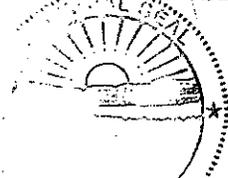
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection 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 28 day of February, 2016.

Kristen Dillbone
NOTARY PUBLIC



KRISTEN L DILBONE
Notary Public
In and for the State of Ohio
My Commission Expires
January 20, 2017

SIGNED

President
TITLE

**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: Xenia Ave. Water Main Improv. Dayton, Ohio
NAME LOCATION

During the performance of this contract:

L.J. Deweese Co. Inc 3016 Tipp Columbus Rd. 937-440-1736
CONTRACTOR ADDRESS TELEPHONE / FAX
Tipp City, Ohio 45371 937-440-0745 fax

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

L.J. Dewese Co. Inc. (Contractor)
certifies that:

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

<u>Operator</u>	_____
<u>Cement mason</u>	_____
<u>labors</u>	_____
_____	_____
_____	_____
_____	_____

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], President L.J.D.
(Signature of Authorized Representative of Bidder)

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

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

Project Name:

Xenia Ave Water Main Improvements

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input checked="" type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>Bra Han, LLC</u>					Mat'l Supplier	Counted @ 60%
Tax I.D. Number: <u>27-2019673</u>						
Street Address: <u>6423 Woodgate Way</u>						
City/State/ Zip Code: <u>Liberty Twp, Ohio 45044</u>						
Phone (area code/#): <u>513-706-0492</u>						
E-mail: <u>crissy@bra-han.com</u>						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 938,590.⁶⁰

Total \$ to subcontract 78,220.-

Total % subcontract: 5%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name: <u>Jeremy Hesch</u>		<u>3116 Jupp Lowesville Rd.</u>	
Sign Name: <u>J. Hesch, President L.W.D.</u>			
		City/State/Zip	<u>Jupp City, Ohio 45371</u>

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

Project Name:

Xenia Ave Water Main Improvements

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

		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Certified Business Firm Name:	<u>WC Jones Asphalt Paving</u>					<u>Asphalt</u>	
Tax I.D. Number:	<u>31-0955590</u>						
Street Address:	<u>31-0955590 905 S. Broadway</u>						
City/State/ Zip Code:	<u>Dayton, Ohio 45417</u>						
Phone (area code/#):	<u>937-228-1253</u>						
E-mail:	<u>wcjonesasphalt@sbcglobal.net</u>						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid:		<u>938,590.60</u>	Total \$ to subcontract	<u>70,150.-</u>	Total % subcontract:	<u>7.47%</u>	
PRIME CONTRACTOR'S REPRESENTATIVE			Street Address		<u>3116 Tipp Lawlesville Rd.</u>		
Print Name:	<u>Jeremy Hensch</u>		City/State/Zip		<u>Tipp City, Ohio 45371</u>		
Sign Name:	<u>J. Hensch, President L.J.D.</u>						

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

Project Name:

Xenia Ave Water Main Improvements

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input checked="" type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>Garrett & Associates</u>					Mat'l Supplier	
Tax I.D. Number: <u>31-1056911</u>						
Street Address: <u>1712 Central Ave</u>						
City/State/ Zip Code: <u>Cincinnati, Ohio 45214</u>						
Phone (area code/#): <u>513-241-9447</u>	E-mail: <u>lsgjii@earthlink.net</u>					Contract @ 60%
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>938,590.60</u>			Total \$ to subcontract: <u>90,000.-</u>		Total % subcontract: <u>5.75%</u>	

PRIME CONTRACTOR'S REPRESENTATIVE		Subcontractor Information	
Print Name: <u>Jeremy Hesch</u>	Street Address: <u>3116 Tipp Cowlesville Rd.</u>		
Sign Name: <u>President L.J.D.</u>	City/State/Zip: <u>Tipp City, Ohio 45311</u>		

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

Project Name:

Xenia Ave Water Main Improvements

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Certified Business Firm Name:	<u>Ewol Trucking & Construction</u>					<u>Trucking</u>
Tax I.D. Number:	<u>31-1478486</u>					
Street Address:	<u>4645 Wolf Creek PK</u>					
City/State/ Zip Code:	<u>Dayton, Ohio 45417</u>					
Phone (area code/#):	<u>937-329-3658</u>					
E-mail:	<u>ewoltrucking30@yahoo.com</u>					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 938,590.60 Total \$ to subcontract: 16,800.- Total % subcontract: 1.78%

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	<u>Jeremy Hensch</u>
Sign Name:	<u>President L.J.D.</u>

Street Address	<u>3110 Lips Cowlesville Rd.</u>
City/State/Zip	<u>Xenia City, Ohio 45371</u>

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date: _____

Project: _____

Participation Goal (list only one): _____

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

#	Points Possible	Activity Description	Points Requested	Points Approved
1	20	Solicited the interest of all certified MBE/WBE/SBE/DLSB or DBE or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before the bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or DBE or HUD3 sufficient time to respond to the solicitation.		
2	20	Negotiated with MBE/WBE/SBE/DLSB or DBE or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.		
3	15	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or DBE or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.		
4	15	Rejected MBE/WBE/SBE/DLSB or DBE or HUD3 as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.		
5	10	Provided interested MBE/WBE/SBE/DLSB or DBE or HUD3 with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.		
6	10	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or DBE or HUD3).		
7	5	Assisted interested MBE/WBE/SBE/DLSB or DBE or HUD3 that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.		
8	5	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified MBE/WBE/SBE/DLSB or DBE or HUD3 in the assistance of their business growth and development.		
	100	Bidding Company Name:		

ADDENDUM NO. 1

**XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE AND 5% WBE PARTICIPATION)**

**L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371**

January 15, 2016

TO ALL BIDDERS:

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

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

This page: AD1-1

ITEM No. 1 BID OPENING POSTPONEMENT

The Bid Opening is changed from 12:00 o'clock on Thursday, January 21, 2016 to 12:00 o'clock on Thursday, January 28, 2016.

L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371

ADDENDUM NO. 2

**XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE AND 5% WBE PARTICIPATION)**

January 21, 2016

TO ALL BIDDERS:

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

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No.2 includes:

- Pages: AD2-1 and AD2-2
- Revised pages 3a, 3b, and 3c of the Bid Form dated 1-20-2016
- Revised Plan Sheets (4 of 10, 5 of 10)
- New Plan Sheet 11

ITEM No. 1 BID FORM

Replace Pages 3a, 3b, and 3c in their entirety with the revised pages 3a, 3b, and 3c dated 1-20-2016.

Revisions to the Bid Form are as follows:

- Bid Item 810 "Excavation and Backfill for 3" Water with Low Strength Mortar Backfill" is added to the Bid Form.
- Bid Item 824 "3" Ductile Iron Water Pipe and Fittings" is added to the Bid Form.
- Bid Item 847 " Cut and Plug 8" Water Line is added to the Bid Form.
- Quantity of the Bid item 810 "Excavation and Backfill for 4" Water with Low Strength Mortar Backfill" is changed from 150 L.F. to 140 L.F.
- Quantity of the Bid item 810 "Excavation and Backfill for 4" Water with Low Strength Mortar Backfill" is changed from 150 L.F. to 180 L.F.
- Quantity of the Bid item 824 "4" Ductile Iron Water Pipe and Fittings" is changed from 150 L.F. to 140 L.F.
- Quantity of the Bid item 824 "6" Ductile Iron Water Pipe and Fittings" is changed from 150 L.F. to 180 L.F.
- Quantity of the Bid item 824 "12" Restrained Plug" is changed from 2 EA. to 3 EA.
- Quantity of the Bid item 837 "Abandoned, Special (Water Valves)" is changed from 16 EA. to 25 EA.
- Quantity of the Bid item 840 "4" Gate Valve and Appurtenances" is changed from 9 EA. to 10 EA.

- Quantity of the Bid item 840 "6" Gate Valve and Appurtenances" is changed from 11 EA. to 12 EA.
- Quantity of the Bid item 840 "8" Gate Valve and Appurtenances" is changed from 10 EA. to 11 EA.
- Quantity of the Bid item 840 "12" Gate Valve and Appurtenances" is changed from 7 EA. to 11 EA.
- Quantity of the Bid item 843 "Fire Hydrant, Installed" is changed from 7 EA. to 8 EA.
- Quantity of the Bid item 847 "Cut and Plug 4" Water Line" is changed from 9 EA. to 11 EA.
- Quantity of the Bid item 847 "Cut and Plug 6" Water Line" is changed from 5 EA. to 4 EA.

ITEM No. 2 CONSTRUCTION PLANS

Replace sheet 4 of 10 "Plan and Profile Sta 21+30 to Sta 27+00" with the attached revised sheet 4 of 10.

On the revised sheet the description at Sta 26+30 in the profile view is changed to match the description at Sta 26+30 in the plan view.

Replace sheet 5 of 10 "Maintenance of Traffic" with the attached revised sheet 5 of 10.

On the revised sheet changes are made to sections: "Xenia Avenue Traffic Control", "Traffic Control Typical To All", and "Regional Transit Authority"

Add the attached drawing number 11 "Xenia Avenue Detour" to the Maintenance of Traffic section.

ADDENDUM NO. 3

**XENIA AVENUE WATER MAIN IMPROVEMENTS
(15% MBE AND 5% WBE PARTICIPATION)**

January 21, 2016

TO ALL BIDDERS:

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

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No.3 includes:

This page: AD3-1

ITEM No.1 - CONSTRUCTION PLANS
(SHEET 1 OF 10 "COVER SHEET")

Eliminate Note 22 from the Water Notes on the Cover sheet.

**L.J. DeWeese Co.,Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371**

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 24, 2016

FROM: Recreation and Youth Services/Recreation
Department/Division

Code 10000-6530-24242-56

(CHECK ONE)

Fund Title General Fund

Amount \$ \$21,900 revenue (2016-2020)
\$4,380 revenue per year

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

Supplier/Vendor/Company/Individual:

NAME Dayton Classics Baseball Club
 ADDRESS PO Box 24559
Dayton, Ohio 45424

Justification and description of purchase, contract or payment:

Approval is requested for a five (5) year lease Agreement from 2016-2020 with the Dayton Classics Baseball Club for exclusive use on specific dates and times of Howell Field. The Agreement shall commence upon Commission approval and expire on October 31, 2020, unless terminated earlier in accordance with Article XI or XII.

During the term of this Lease, Lessee shall pay to City of Dayton \$75 per game for the first game on authorized dates for use of the Premises. Additional games may be played on authorized dates as "double or triple-headers" at a rate of \$35 per game with the field in an "as is" condition. Practices may be scheduled on the Premises at \$25 per day with the field in an "as is" condition.

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

A Certificate of Revenue for the contract in the amount of \$21,900 (\$4,380 for each of five years) is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division _____
 Department _____
 City Manager _____

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Dayton Classics Baseball Club
Address PO Box 24559
City Dayton State OH Zip+4 45424 -
Customer # @00011832 Address Location # R1
Federal ID# 27-3817665

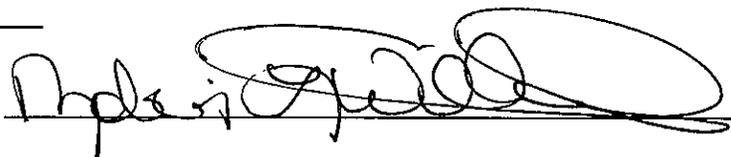
Revenue Information: Fund 10000 Organization 6530 Revenue 24242 Program 56

Contract Information: Contract Start Date 5/23/2016 Contract Expiration Date 10/31/2016

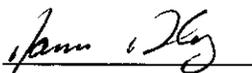
Billing Information: Rate: Will Vary Arrears X Pre-bill
Monthly (1st month of billing) June 2016
Other (explain)
Rate Change Date NA Rate Change Amount NA

Description of Services (wording on invoice):

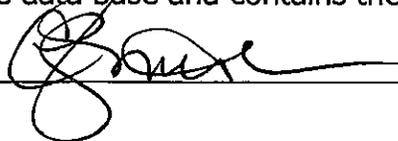
Department of Recreation and Youth Services will invoice Dayton Classics Baseball monthly after preceding month of activity. Estimate of Revenue is \$4,380 each year of 2016-2020 for a total of \$21,900.

Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number 3-11832-1 Auditor  Date 2/15/2016

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 BETWEEN THE CITY OF DAYTON, OHIO AND DAYTON
CLASSICS BASEBALL CLUB**

THIS LEASE AGREEMENT (“Lease”) is made and entered into this ____ day of _____, 2016 between the City of Dayton, Ohio (“Lessor”), a municipal corporation in and of the State of Ohio, and the Dayton Classics Baseball Club, Inc. (“Lessee”), a private, not-for-profit, youth baseball organization in the State of Ohio.

WITNESSETH THAT:

WHEREAS, Lessor owns real property, known and referred to as Howell Field located at 2424 Ridge Avenue, Dayton, Ohio 45414 (“Premises”).

WHEREAS, Lessee desires to lease the Premises; and

WHEREAS, Lessor deems it advantageous to itself and in the best interest of the City to lease the Premises to Lessee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived, it is agreed as follows:

ARTICLE I - REPRESENTATIONS

Lessor owns the Premises (as described in Article II) and, to the best of its knowledge and belief, the Premises are free of liens, encumbrances and other matters that would affect title.

ARTICLE II - LEASED REAL PROPERTY

Lessor leases to Lessee Howell Field located at 2424 Ridge Avenue, Dayton, Ohio 45414 (“Premises”) for the exclusive use on the specific dates and times described in Article VI by the Lessee. Lessee accepts the Premises “as-is”, and Lessor shall have no obligation to remediate, cure or correct any issues or problems with the Premises. By execution hereof, Lessee acknowledges that Lessor has made no representation or warranty as to the Premises, including its fitness or suitability for the intended use(s). In the event that issues or problems with the Premises are discovered by Lessee, reported to Lessor, but are not corrected in a reasonable time, then Lessee may terminate this Lease Agreement. In that case, any rent paid in advance will be returned to Lessee on a pro-rated basis.

ARTICLE III - USE OF PREMISES

Lessee shall not do or permit anything to be done on or about the Premises that will in any way conflict with any applicable law, ordinance, rule or regulation issued by any competent governmental authority. Further, Lessee shall not use or permit others to use the Premises for any improper, immoral or unlawful purpose.

ARTICLE IV - RIGHTS AND OBLIGATIONS OF LESSOR

- A. Lessor shall provide Lessee with access to the building(s) at all times described in this agreement. Access on the Premises includes: Howell Field, dugouts, press box, concession area, hitting/throwing tunnel and restroom facilities.
- B. Lessor shall provide regular maintenance to the property to ensure that it remains in a playable condition for games and practices as scheduled. All reasonable efforts will be made to improve conditions to the Premises when affected by precipitation; however, those conditions may prevent usage on scheduled days. Lessor will make all reasonable attempts to reschedule games that have been cancelled due to field conditions that are beyond the Lessor's ability to improve.
- C. Lessor shall mow the infield, outfield and foul territory inside the perimeter fence not less than once per week, unless adverse weather conditions are prohibitive. Lessor will provide bases at distances required by the Ohio High School Athletic Association (OHSAA) as well as field lines as needed.
- D. Lessor shall provide Lessee access to the press box storage area for push mowers, field rakes/drag equipment, line marking materials, and a minimal quantity of soil amendment materials (Diamond Dry, Turface, etc.) that will be stored and secured on the Premises. All equipment and materials desired by the Lessee shall be provided by the Lessee.
- E. Lessor shall prepare the pitcher's mound and batter's box prior to the first scheduled game in an effort to provide a game-ready surface.

ARTICLE V - RIGHTS AND OBLIGATIONS OF LESSEE

- A. Lessee shall repair or pay for any and all damages to Lessor and its property caused by any wrongful or negligent acts or omissions of Lessee, its agents or employees arising out of Lessee's use or occupancy of the Premises or in the exercise of any right or obligation granted herein.
- B. Lessee shall return the Premises to Lessor at the termination of this Lease in the same condition as when Lessee took possession, excluding ordinary wear and tear. Improvements to the Premises are encouraged; however, Lessee shall not modify or alter the premises without the prior written consent of Lessor. Any permanent improvements made to the Premises become the property of the Lessor upon termination of the agreement.
- C. Lessee shall provide Lessor with its practice and game schedules not less than thirty (30) days in advance of the first scheduled date of activity.

- D. Lessee agrees that only the designated Head Coaches will retain keys to the locked portions of the Premises. Lessee agrees to fully secure any facilities to which Lessee has been granted access at the end of each scheduled use. Lessee accepts responsibility for loss or damage that may result from Lessee's failure to properly secure the facility after each use. Loss or damage that may result from natural occurrences or vandalism shall be the responsibility of the Lessor.

Lessee agrees to restore the condition of the pitcher's mound and batter's box after each practice or game. Lessee agrees to utilize industry standard methods and materials in these efforts so as to preserve the physical integrity of these playing surfaces.

Lessee agrees to maintain all areas in a clean and sanitary manner.

- E. Lessee will ensure that the Premises are in as good or better condition than when the lease began, excluding ordinary wear and tear.

ARTICLE VI - TERM

- A. This Lease shall begin on **May 23, 2016** ("Commencement Date") and terminate on **October 31, 2016**. Lessee will have access to the Premises only on specific dates and times mutually agreed upon by April 23 of each contract year. Additional dates may be authorized upon advance written request of lessee and approval of lessor.
- B. The Lessor reserves the right to approve all schedule changes. Schedule changes must be submitted in writing to the address stated in Article XVII.
- C. **Prior to commencement of this Lease Agreement, Lessee shall pay Lessor a security deposit in the amount of \$500.00.** This amount will be refunded upon the termination of the lease, less any outstanding amounts owed for usage or for costs incurred for repair as a result of the Lessee's usage.
- D. Renewal Period: This Lease shall renew annually and automatically for an additional period of up to five years, or through October 31, 2020. Should either party wish to terminate this agreement for any reason during the lease period, it must be reduced to writing and submitted not less than 60 days prior to the requested termination date. Termination of this agreement is only permissible according to Articles XI and XII of this lease agreement.

ARTICLE VII - RENTALS

- A. During the term of this Lease, Lessee shall pay to Lessor **\$75 per game for the first game on authorized dates for use of the Premises.** Additional games may be played on authorized dates as "double or triple-headers" at a rate of \$35 per game with the field in an "as is" condition. Practices may be scheduled on the Premises at \$25 per day with the field in an "as is" condition. Night games/practices may be

permissible but will include an additional fee of \$25 per game for usage of the field lights. Practice and game schedules must be submitted in writing and approved not less than 30 days in advance of their commencement.

- B. The Lessor shall invoice the Lessee monthly after the preceding month of activity. The payments due under this Lease shall be paid in full and due no later than 30 days after the invoice date.
- C. Without waiving any other right or action available to Lessor in the event of default in payment of rents, fees, charges or any other financial obligation hereunder, if Lessee is delinquent for a period of thirty (30) days or more in paying to Lessor any amount(s) due and owing to Lessor pursuant to this Lease, Lessee shall pay to Lessor a late charge thereon calculated at the rate of two percent (2%) 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.

ARTICLE VIII - NON-DISCRIMINATION

Lessee 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 that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Lease 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 Lease at its option.

ARTICLE IX- 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, beginning on the Commencement Date, unless otherwise specified herein, 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 any successor thereto, and covering all operations under this Lease, whether performed by Lessee or by its contractors:

Commercial Liability Insurance (Primary and Umbrella):

Commercial Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The Lessor shall be named as additional insured's, on

a primary, non-contributory basis for any liability arising directly or indirectly from this Lease. Lessor shall be named as a loss payee on said policy or policies of insurance.

- B. Original certificates of coverage evidencing the required coverage to be in force on the Commencement Date of this Lease as set forth herein, and all renewal certificates of such insurance, shall be provided to Lessor. All such policies shall name the City of Dayton, Ohio, its elected officials, officers, agents, volunteers and employees as additional insured's. 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 shall not be deemed to be a waiver by the Lessor. Lessee shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve 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 XIII unless proper evidence of insurance is provided. All policies of insurance 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.

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.

- C. 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. Lessor maintains the right to modify, delete, alter or change these requirements.
- D. 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.

ARTICLE X - ASSIGNMENT AND SUBLETTING

- A. Lessee is prohibited from selling, assigning or transferring this Lease without the prior written consent of Lessor. Any sale, assignment or transfer in violation hereof shall be void.

- B. Lessee shall not sublease or underlet the Premises without the prior written consent of Lessor. Hosting tournaments shall not be considered assignment or subletting for the purposes of this lease agreement.

ARTICLE XI - CANCELLATION BY LESSEE

- A. In addition to all other remedies available to the Lessee under this Lease or at law, this Lease shall be subject to cancellation by Lessee should any one or more of the following events occur:
 - 1. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use of the Premises in its entirety, or the use of any part thereof used by Lessee and necessary for Lessee's operations on the Premises, for a period of ten (10) consecutive days that results in material interference with Lessee's normal operations at and from the Premises;
 - 2. Lessor's default of any material term or condition of this Lease, and the failure of Lessor to cure such default or to take prompt action to cure such default, within a period of ten (10) days after receipt of written notice to cure the default; or if by reason of the nature of such default it cannot be cured within the thirty (30) days, then Lessee shall have the right to terminate this Lease, if the Lessor fails to commence the remedying of such default within the ten (10) day period.

ARTICLE XII - CANCELLATION BY LESSOR

- A. In addition to all other remedies available to Lessor under this Lease or at law, this Lease shall be subject to cancellation by Lessor should any one or more of the following events occur:
 - 1. If a court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act;
 - 2. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction;
 - 3. If Lessee shall be divested of its rights, powers and privileges under this Lease by other operation of law.
 - 4. If Lessee defaults in the payment of any amounts due to Lessor hereunder and Lessee fails to cure such default within thirty (30) days after Lessor notifies Lessee in writing of the default;
 - 5. If Lessee defaults in the performance of any term or condition of this Lease, but excluding the payment of amounts due and owing hereunder, and Lessee fails to cure such default within ten (10) days from receipt of written notice to

cure such default; or 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 fails to commence the remedying of such default within the ten (10) day period or, after having so commenced, fails thereafter to continue with due diligence the remedying thereof.

6. 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.
7. Lessor may terminate this lease at the end of any month, after giving Lessee not less than 60 days' notice, if in the sole discretion of Lessor the leased premises are needed for any municipal purpose.

ARTICLE XIII - 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 the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XIV - 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 or other payments 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 a duly authorized representative of 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 XV - CANCELLATION OF PRIOR AGREEMENTS

Any prior leases or agreements between Lessor and Lessee regarding the Premises are hereby terminated and shall be held null and void.

ARTICLE XVI – 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 City Manager, except as otherwise expressly stated in this Lease, and such consent or approval shall not be unreasonably withheld. Where a response is required to be provided by Lessor, such response shall be provided in writing no later than thirty (30) days after the request for response.
- B. Notices to Lessor provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Department of Recreation and Youth Services
Attn: Robin Williams, Interim Director
101 West Third Street
Dayton, OH 45401

or such other address as Lessor shall direct in writing. Informal notices may be communicated by way of electronic mail to robin.williams@daytonohio.gov.

- C. Notices to Lessee provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Dayton Classics Baseball Club, Inc.
Attn: James Roberson, Chair Person/Director
P.O. Box 24559
Huber Heights, Ohio 45424

or such other address as Lessee shall direct in writing. Informal notices may be communicated by way of electronic mail to jrobersondaytonclassics@gmail.com.

- D. This Lease merges all prior negotiations and understandings and there are no other agreements and understandings, oral or otherwise, between the parties pertaining to

the Premises. This Lease and any written agreement hereafter made between the parties hereto shall be binding upon Lessee only when fully executed by an officer or authorized representative of both parties. A signed copy of this Lease shall be mailed or delivered to Lessee after execution thereof by Lessor.

- E. Lessee and Lessor represent that each has carefully reviewed the terms and conditions of this Lease and are 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 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. 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.
- H. 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.
- I. 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.
- J. 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.
- K. By executing this lease, Lessee understands and agrees that any employees or volunteers that it provides in accordance with Article V herein are not "public employees" for the purpose of OPERS membership. Lessee further understands and agrees that none of its employees, agents and contractors are city employees, and therefore, none shall be entitled to, nor will any make a claim for, any of the emoluments of employment with the City of Dayton. Further, the Lessee shall be solely responsible to withhold and pay all applicable local, state and federal taxes.

IN WITNESS WHEREOF, Lessor and Lessee, each by a duly authorized representative, have executed this Lease as of the date first set forth above.

THE CITY OF DAYTON, OHIO

DAYTON CLASSICS BASEBALL

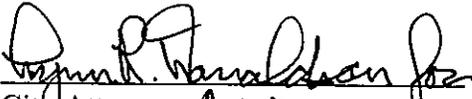
City Manager

By: _____

Print: _____

Its: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney *RW*

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

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager
FROM: Central Services/Facilities Management
Department/Division

Date February 24, 2016

Code 16502-5540-22559-54

(CHECK ONE)

Fund Title Sunrise Center

Amount \$ 20,192 (Revenue to the City)

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

Supplier/Vendor/Company/Individual:
 NAME Public Health-Dayton & Montgomery County
 ADDRESS 117 S. Main St.
Dayton, Ohio 45422

Justification and description of purchase, contract or payment:

Sunrise Center Lease Agreement

The Department of Central Services recommends the approval of a Lease Agreement between Public Health-Dayton & Montgomery County and the City of Dayton for office space in the building known as The Sunrise Center, located at 1320 E. Fifth Street. This is our second agreement with Public Health for expansion of space on the first floor.

This agreement is from the date of execution to December 31, 2017.

A Certificate of Revenue in the amount of \$20,192.00 is attached.

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

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

[Signature]
Division

Clerk

Department

Date

[Signature]
City Manager

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Public Health-Dayton & Montgomery County
Address 117 South Main St.
City Dayton State Ohio Zip+4 45422 -
Customer # 316000172 Address Location # F1
Federal ID# 31-6000172

Revenue Information: Fund 16502 Organization 5540 Revenue 22559 Program 54

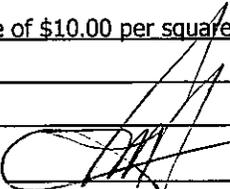
Contract Information: Contract Start Date 1/1/2016 Contract Expiration Date 12/31/2017

Billing Information: Rate: \$10,960.00 Arrears Pre-bill X
Monthly (1st month of billing)
Quarterly (1st month of quarter) January 2016
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date Rate Change Amount

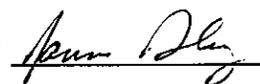
Description of Services (wording on invoice):

Sunrise Center, located at 1320 East 5th Street, Dayton, Ohio, 45402; Rooms 110, 111, 132, 133, 134, 135, 136, and 137 consisting of approximately 1,096 square feet of modern office space, in the building known as the Sunrise Center located at 1320 E. 5th St., Dayton, Ohio 45403 ("Premises").

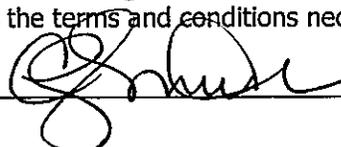
Rate = 1,096 square feet at rate of \$10.00 per square foot, for a total annual rate of \$10,960.00, payable in quarterly installments of \$2,740.00.

Departmental Approval  10/6/2016

TO BE COMPLETED BY FINANCE

City Reference Number 2-0172-3 Auditor  Date 2/15/2016

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  2.16.16

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2016, between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio, and Public Health – Dayton & Montgomery County ("Lessee").

WITNESSETH THAT:

WHEREAS, Lessor owns improved real property, known and referred to as the Sunrise Center, located at 1320 E. Fifth Street, Dayton, Ohio 45403 ("Premises");

WHEREAS, Lessee desires to lease the Premises in carrying out a program of health, recreation, social or similar community service; and

WHEREAS, Lessor deems it advantageous to itself and in the best interest of the public to lease the Premises to Lessee.

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

ARTICLE I - REPRESENTATIONS

For the term of January 1, 2016 until December 31, 2017, Lessor leases to Lessee Rooms 110, 111, 132, 133, 134, 135, 136 and 137 consisting of approximately 1,096 square feet of modern office space, in the building known as the Sunrise Center located at 1320 East Fifth Street, Dayton, Ohio 45403 ("Premises").

By execution hereof, Lessee acknowledges that Lessor has made no representation or warranty as to the Premises, including its fitness or suitability for the intended use(s).

ARTICLE II - USE OF PREMISES

Lessee shall not do or permit anything to be done on or about the Premises that will in any way conflict with any applicable law, ordinance, rule or regulation issued by any competent governmental authority. Further, Lessee shall not use or permit others to use the Premises for any improper, immoral or unlawful purpose.

ARTICLE III - RIGHTS AND OBLIGATIONS OF LESSEE

Lessee shall return the Premises to Lessor at the termination of this Lease in the same condition as when Lessee took possession. Lessee shall not modify or alter the premises without the prior written consent of Lessor. Lessee shall obtain and pay for its own phone and internet service, if needed.

Lessor will provide snow removal for the parking lot on a non-priority basis in accordance with its regular schedule. Lessee shall be responsible for snow removal service it requires by a specific time or above and beyond that which Lessor will provide.

ARTICLE IV - TERM

This Lease shall begin on January 1, 2016 ("Commencement Date") and terminate on December 31, 2017

ARTICLE V - RENT

During the term of this Lease, Lessee shall pay to Lessor a rate of \$10.00 per square foot, for a total annual rate of Ten Thousand Ninety-Six Dollars and Zero Cents (\$10,960.00), payable in quarterly installments of Two Thousand Seven Hundred Forty Dollars and Zero Cents (\$2,740.00).

This rental rate includes electric and water utility services. Rent is due in advance on the first day of the month and without notice, and shall be sent to Lessor at the following address:

City of Dayton, Ohio
P.O. Box 632094
Cincinnati, OH 45202

or such other address as Lessor may specify in writing.

ARTICLE VI - NON-DISCRIMINATION

Lessee 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 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 Lease 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 Lease at its option.

ARTICLE VII - RELEASE FROM LIABILITY

- A. Lessee shall release 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 accident or damages suffered by third persons and arising from, or in any way connected with, the use or occupancy of the Premises, and/or any condition of the Premises, fixtures, structures, equipment or other improvements thereon, and/or Lessee's exercise of any right granted herein, and/or Lessee's performance for breach or default in the performance of any obligation to be performed pursuant to this Lease, and/or any intentional, wrongful or negligent act or omission of Lessee, its agents, contractors and/or employees.

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 sole negligence of Lessor, its agents or employees.

- B. Lessee shall release 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 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 attorney's fees resulting therefrom or by reason thereof.
- C. Lessor shall not be liable to Lessee or its 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 on the Premises, or caused by any third person using the Premises.
- D. The obligations of Lessee under this Article VII shall survive the termination or expiration 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, 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.

ARTICLE VIII- 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, beginning on the Commencement Date, unless otherwise specified herein, 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 any successor thereto, and covering all operations under this Lease, whether performed by Lessee or by its contractors:

Commercial Liability Insurance (Primary and Umbrella):

Commercial Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The Lessor shall be named as additional insureds, on a primary, noncontributory basis for any liability arising directly or indirectly from this Lease. Lessor shall be named as a loss payee on said policy or policies of insurance.

- B. Original certificates of insurance evidencing the required coverage to be in force on the Commencement Date of this Lease as set forth herein, and all renewal certificates of such insurance shall be provided to Lessor. All such policies shall name the City of Dayton, Ohio, its elected officials, officers, agents, volunteers and employees as additional insureds. 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 shall not be deemed to be a waiver by the Lessor. Lessee shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve of their obligation to provide insurance as specified herein. Non-fulfillment 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 VIII unless proper evidence of insurance is provided. All policies of insurance 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. 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 right to modify, delete, alter or change these requirements.
- E. 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.

ARTICLE IX - ASSIGNMENT AND SUBLETTING

- A. Lessee is prohibited from selling, assigning or transferring this Lease without the prior written consent of Lessor, any sale, assignment or transfer in violation hereof shall be void.
- B. Lessee shall not sublease or underlet the Premises without the prior written consent of Lessor.

ARTICLE X - CANCELLATION BY LESSEE

- A. In addition to all other remedies available to the Lessee under this Lease or at law, this Lease shall be subject to cancellation by Lessee should any one or more of the following events occur:
 - 1. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use of the Premises in its entirety, or the use of any part thereof used by Lessee and necessary for Lessee's operations on the Premises, for a period of thirty (30) consecutive days and results in material interference with Lessee's normal operations at and from the Premises;
 - 2. Lessor's default of any material term or condition of this Lease, and the failure of Lessor to cure such default or to take prompt action to cure such default, within a period of thirty (30) days after receipt of written notice to cure the default; or if by reason of the nature of such default it cannot be cured within the thirty (30) days, then Lessee shall have the right to terminate this Lease, if the Lessor fails to commence the remedying of such default within the thirty (30) day period.

ARTICLE XI - CANCELLATION BY LESSOR

- A. In addition to all other remedies available to Lessor under this Lease or at law, this Lease shall be subject to cancellation by Lessor should any one or more of the following events occur:

1. If a court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act;
 2. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction;
 3. If Lessee shall be divested of its rights, powers and privileges under this Lease by other operation of law.
 4. If Lessee defaults in the payment of any amounts due to Lessor hereunder and Lessee fails to cure such default within thirty (30) days after Lessor notifies Lessee in writing of the default then Lessor shall have the right, at once and without further notice to Lessee, to declare this Lease terminated and to enter upon and retake full possession of the leased Premises;
 5. If Lessee defaults in the performance of any term or condition of this Lease, but excluding the payment of amounts due and owing hereunder, and Lessee fails to cure such default within thirty (30) days from receipt of written notice to cure such default; or 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, at once and without further notice to Lessee, to declare this Lease terminated and to enter upon and retake full possession of the leased Premises this Lease if the Lessee fails to commence the remedying of such default within the thirty (30) day period or, after having so commenced, fails thereafter to continue with due diligence the remedying thereof.
 6. 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.
- B. Lessee acknowledges that Lessor is currently in the process of selling the Premises. In the event Lessor sells the Premises to a buyer other than Lessee, Lessor shall provide Lessee notice of the sale and Lessee shall have thirty (30) days to vacate the Premises and return it to Lessor in its original condition. Rent and any additional fees and charges under this Lease shall be prorated as of the date of such notice.

ARTICLE XII - 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 the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XIII - 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 or other payments 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 a duly authorized representative of 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 XIV – 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 City Manager, except as otherwise expressly stated in this Lease, and such consent or approval shall not be unreasonably withheld. Where a response is required to be provided by Lessor, such response shall be provided in writing no later than thirty (30) days after the request for response.
- B. Notices to Lessor provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Romona Carver
Department of Central Services
Division of Facilities Management
101 West Third Street
P.O. Box 22
Dayton, OH 45401

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:

Public Health-Dayton & Montgomery County
Attn: Paul Clark

Supervisor-Purchasing & Facilities
117 South Main Street
Dayton, Ohio 45422
937-224-8081

or such other address as Lessee shall direct in writing.

- D. This Lease merges all prior negotiations and understandings and there are no other agreements and understandings, oral or otherwise, between the parties pertaining to the Premises. This Lease and any written agreement hereafter made between the parties hereto shall be binding upon Lessee only when fully executed by an officer or authorized representative of both parties. A signed copy of this Lease shall be mailed or delivered to Lessee after execution thereof by Lessor.
- E. Lessee and Lessor represent that each has carefully reviewed the terms and conditions of this Lease and are 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 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. 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.
- H. 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.
- I. 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.
- J. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Lessor and Lessee, each by a duly authorized representative, have executed this Lease as of the date first set forth above.

WITNESSED BY:

PUBLIC HEALTH - DAYTON & MONTGOMERY COUNTY

Faith A. Whitt

By: Goffrey A. Cooper

Its: Health Commissioner

#16-041

February 3, 2016

WITNESSED BY:

CITY OF DAYTON, OHIO

City Manager

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

Raymond R. Donaldson Jr.
City Attorney

SH

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager
FROM: Department of Economic Development
Department/Division

Date February 24, 2016
Code 16300-2600-1221-41
Fund Title Development Fund
Amount \$ 591,500.00 (expires 1-15-2017)

(CHECK ONE)

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

Supplier/Vendor/Company/Individual:
NAME CityWide Development Corporation
ADDRESS 8 N. Main St.
Dayton, OH 45402

Justification and description of purchase, contract or payment:

The Department of Economic Development requests approval to enter into a Development Partnership Agreement to provide \$591,500.00 to CityWide Development Corporation (CityWide). These funds will support the following development efforts:

- I. Asset-Based Development in areas including the DaVinci Redevelopment Implementation, the Phoenix project, and the Genesis project.
- II. Market-Rate Housing Development including site-specific adaptive reuse planning, development services for private developers and coordination of development activity with the Greater Downtown plan.
- III. Tech Town Recruitment efforts include the marketing of available space, identification of potential leases within strategic business sectors, support of start-ups and entrepreneur activity at Tech Town and coordination of Tech Town marketing with the Aerospace Hub initiatives.
- IV. The West Dayton Strategic Initiative will organize and lead a work team focused on analyzing and developing investment opportunities at a neighborhood level. Outcomes will include detailed work plans for 4 – 6 neighborhoods and identification of measurable objectives and timelines to guide, track and manage implementation. The work team will also pursue grant funding and community partnership agreements to support selected intervention strategies based on the 'healthy neighborhood' index.

The Department of Law has reviewed and approved this Agreement as to form and correctness. The Agreement will commence upon execution by the City and expire on January 15, 2017 with an option to extend the term of the Agreement.

A Certificate of Funds for \$591,500 is attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division _____
Ford P. Hebler
Department _____

City Manager

CERTIFICATE OF FUNDS

CT161378

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order:

Contract Start Date	Upon Execution
Expiration Date	01/16/2017
Original Commission Approval	\$ 591,500.00
Initial Encumbrance	591,500.00
Remaining Commission Approval	\$
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

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

Amount: <u>\$ 591,500.00</u> Fund Code <u>16300 - 2600 - 1221 - 41 - - -</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: City Wide Development Corp

Vendor Address: 8 N. Main Street Dayton Ohio 45402
Street City State Zipcode + 4

Federal ID: 31-0821189

Commodity Code: 91849

Purpose: 2016 Development Partnership Agreement

Contact Person: Jill Bramini Economic Development 1/27/2016
Department/Division Date

Originating Department Director's Signature: *Zoe P. Weber*

SECTION II - to be completed by the Finance Department

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

[Signature]
Finance Director's Signature

[Signature]
CF Prepared by

2-2-16
Date

1-29-16 CT161378
Date CF/CT Number

COMMISSION

FEB 10 2016

CALENDAR

DEVELOPMENT PARTNERSHIP AGREEMENT

This DEVELOPMENT PARTNERSHIP AGREEMENT ("Agreement") is made and entered into between **CityWide Development Corporation**, a corporation in the State of Ohio, located at 7 North Main Street, Dayton, Ohio 45402 (hereinafter referred to as "CityWide") and the **City of Dayton**, Ohio, a municipal corporation in and of the State of Ohio (hereinafter referred to as "City").

WITNESSETH THAT:

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

WHEREAS, City desires to improve its asset base by attracting investment to Dayton; and

WHEREAS, City desires to improve its housing base by attracting top-quality developers to Dayton; and

WHEREAS, CityWide is strategically positioned to provide support in the above mentioned areas; and,

WHEREAS, City believes that a partnership with and providing support to CityWide under the terms and conditions set forth herein is in the best interest of City.

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

ARTICLE 1. SCOPE OF SERVICES

CityWide will perform the services outlined in Attachment A – Scope of Services, which is attached hereto and incorporated herein.

ARTICLE 2. TERM

The initial term of this Agreement shall begin upon full execution and it will expire on January 31, 2017. CityWide will submit an annual performance report to City by January 15, 2017. At the end of the initial term, City will review CityWide's performance of the Scope of Services. Based upon acceptable performance, City, at its discretion, may extend the Agreement for an additional year. The parties shall mutually agree to additional funding and Scope of Service for any renewal.

ARTICLE 3. FUNDING

City will provide funding to CityWide not to exceed Five Hundred Ninety-One Thousand Five Hundred Dollars and Zero Cents (\$591,500.00), as described in Attachment B – Funding, which is attached hereto and incorporated herein, for the initial terms as defined in Article 2. CityWide is solely responsible for all costs in excess of the funding provided by City hereunder. Additional funding may be made available for subsequent renewal terms subject to City review as outlined in Article 2 above.

ARTICLE 4. REIMBURSEMENT

For those funds that will be made available upon completion of work, CityWide must invoice City for reimbursement. The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services actually performed, and contain such records, information, and/or documentation to substantiate the invoice amount. Where applicable, CityWide shall also provide evidence of payment of

such costs. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 5. SPECIFIC CONDITIONS

- A. CityWide shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. CityWide shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.
- B. It is the City of Dayton's commitment to encourage the greatest participation possible of Minority- and Women-owned, Small, and Local Businesses on all projects, joint agreements, and bid opportunities through City's Procurement Enhancement Program (PEP) and other initiatives.
- C. CityWide shall make good faith efforts to hire qualified and City of Dayton Human Relations Council (HRC) Procurement Enhancement Plan (PEP) certified contractors, and particularly those suppliers located in the city of Dayton, to complete work and services associated with the Project.
- D. At the completion of the Project, CityWide shall provide to City a PEP Report regarding the use of certified Minority- and Women-owned and Small businesses, as designated by City.
- E. If it becomes necessary for review, audit, or verification purposes, CityWide shall allow City to inspect applicable, confidential records.
- F. CityWide agrees to supply additional information upon request by City and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 6. TERMINATION

- A. This Agreement may be immediately terminated under any of the following circumstances:
 - 1. A receiver for CityWide's assets is appointed by a court of competent jurisdiction.
 - 2. CityWide is divested of its rights, powers, and privileges under this Agreement by operation of law.
 - 3. CityWide's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of CityWide to remedy such failure within thirty (30) days from the date of written notice from City.
 - 4. CityWide's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
 - 5. One or both parties desires to terminate this Agreement and upon giving thirty (30) days prior written notice to the other party.

In the event of termination, CityWide shall repay to City within three (3) business days from the effective date of termination all funds provided but not used for the purposes set forth in this Agreement hereunder and, upon such repayment, CityWide shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 7. INDEMNIFICATION

CityWide shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, 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 CityWide, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or CityWide's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

CityWide 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

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

ARTICLE 10. RECORDS AND RETENTION

CityWide shall use Generally Accepted Accounting Principles ("GAAP") 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 CityWide 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. At any time during normal business hours and as often as City may request, CityWide 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. CityWide 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 CityWide and made available 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, CityWide 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

CityWide 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 CityWide is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, CityWide currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or CityWide filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against CityWide. 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. INDEPENDENT CONTRACTOR

The parties hereby agree that CityWide is an independent contractor and not subject to the control of the City, except as provided herein. At no time shall the relationship between the parties under this Agreement be construed, held out or considered as a joint venture principal-agent or employer-employee. As an independent contractor, CityWide understands and agrees that any and all persons retained or hired to perform the CityWide's duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment.

CityWide understands and agrees that it is not a City employee, and therefore, shall not be entitled to, nor will it make a claim for, any of the emoluments of employment with the City of Dayton. CityWide is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. Further, CityWide shall be solely responsible to withhold and pay all applicable local, state and federal taxes.

ARTICLE 12. GENERAL PROVISIONS

- A. **Conflict of Interest.** CityWide covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the Project.
- 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 CityWide.
- 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: Ford Weber, Director
 Department of Economic Development
 City of Dayton
 P.O. Box 22, 101 W. Third Street
 Dayton, OH 45401

For CityWide: Steve Budd
 CityWide Development Corporation
 8 North Main St.
 Dayton, OH 45402

- 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 CityWide, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF DAYTON, OHIO

CITYWIDE DEVELOPMENT CORPORATION

 City Manager

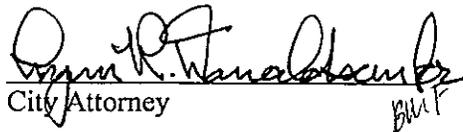
By: _____

 Date

Its: _____

**APPROVED AS TO FORM
 AND CORRECTNESS:**

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


 City Attorney

_____, 2016

Min. / Bk. _____ Pg. _____

 Clerk of the Commission

Attachment A
Scope of Services

<p>DaVinci 2016 Key Projects – Major work items</p>
<p>Point Development</p> <ul style="list-style-type: none"> - Coordinate construction of WW temporary storage - Create Redevelopment Plans for north and south sides of Valley Street.
<p>Children's Garden</p> <ul style="list-style-type: none"> - Construction Schedule/Coordination - Signage - Fund Development Follow up - Work with 5 Rivers on Maintenance Scope - Held DC secure maintenance agreement - Dedication
<p>Wayfinding and Branding</p> <ul style="list-style-type: none"> - Communication with businesses - Fund Development Activity - Bidding - Contract with Fabricator - Installation
<p>Electroplate</p> <ul style="list-style-type: none"> - Clean up and environmental remediation plan set - Brownfield remediation funding secured - Remediation complete. - Development agreement with Mobility or other entity
<p>Community Organizing and Engagement</p> <ul style="list-style-type: none"> - Support Neighborhood Block Watch efforts to improve neighborhood safety. - Support neighborhood "green" initiatives - Build productive relationships with schools, churches and neighborhood residents. - Organize activities based on community needs and feedback. - Work with City's Welcome Dayton Coordinator on immigrant issues. - DaVinci Project Fund
<p>Troy Street</p> <ul style="list-style-type: none"> - Transportation Alternatives Grant - Business Outreach - Design - Commercial development on the corridor
<p>Emergency Home Repair and Paint Program</p> <ul style="list-style-type: none"> - Marketing/Outreach Implementation and Monitoring - Quality assurance
<p>Property Holding</p> <ul style="list-style-type: none"> - Vacant Residential Lots on Valley - Maintenance/Hold Budgets - Possible lot links - Greening at The Point
<p>Special Projects</p> <ul style="list-style-type: none"> - Tree Farm - RTA Bus Shelters for Salvation Army

Governance/Contracts

- Timely submission of reports, etc.
- Organize Investor Meetings
- Budget Development

Fund Development/Grant Management

- Fund development calendar
- Timely submission of proposals
- Track Investments

<p>Genesis/Flats at South Park 2016 Key Projects – Major Work Items</p>
<p>Community Engagement/mini grants/policing</p> <ul style="list-style-type: none"> - Fairgrounds – resident engagement - Attend community meetings - Work on special projects - Manage mini grants - Outreach to businesses - Manage community policing program
<p>Property Management</p> <ul style="list-style-type: none"> - Define property maintenance - Review procedures/process - Manage all property - Coordinate with City Departments regarding enforcement issues/actions
<p>Former Cliburn Site</p> <ul style="list-style-type: none"> - Work with City to complete Planned Development for site - Community meetings - Planning documents - Public Process and meetings - Plan Adoption - With South Park develop a communication strategy related to the elements of the PUD
<p>Warren Street/May properties</p> <ul style="list-style-type: none"> - REAP 330 Warren Street - Re-energize negotiations after Cliburn land transfer settled - Improve/encourage additional economic development along the Warren Street corridor
<p>Flats at South Park</p> <ul style="list-style-type: none"> - Monitor OT Construction of the Flats at South Park - Coordinate as requested by the developer Marketing events/materials with local stakeholders.
<p>Fund Development/Grant Management</p> <ul style="list-style-type: none"> - Fund development calendar - Timely submission of proposals - Track investment

<p>Phoenix 2016 Key Projects – Major Work Items</p>
<p>Phoenix Housing Programs</p> <ul style="list-style-type: none"> - Phoenix Home Improvement Loan Program - Phoenix down payment assistance - Phoenix DIY Paint Program - GSH Home Choice Program
<p>Miracle Lane Site Development</p> <ul style="list-style-type: none"> - Site Concept - Performa finalized - Fund Development - Submit LIHTC Application to State - Identify potential tenants for commercial bldg.at Salem frontage. - Secure CRA for site - Façade Improvements with Ohio Loan - Potential of pilot project with MCLB to revitalize housing around ML site for homeowners
<p>Fairview Commons</p> <ul style="list-style-type: none"> - Add fencing at spray park - Add additional security camera to Water tower which will be monitored by GSH Security <p>Lower Commons Family Fitness Park</p> <ul style="list-style-type: none"> - Plan community dedication
<p>Salem Avenue Greenway Part II</p> <ul style="list-style-type: none"> - Monitor Topos Design Work - Board approval of design - Construction of Gateway - Forbess Building Strategy?
<p>Property Management/Holding</p> <ul style="list-style-type: none"> - Complete agreement with MCLB to hold Phoenix Properties - Seek park designation for Salem and Catalpa Gateway - Review/Define property maintenance scope - Review procedures/process
<p>Community Organizing and Engagement</p> <ul style="list-style-type: none"> - Build productive relationships with and neighborhood residents. - Support neighborhood summer youth efforts - Organize activities/events. - Encourage civic activities; Manage mini grants - Support to 33 families living in Rising at Phoenix - Support to Fairview NSC Coordinator
<p>Fund Development/Grant Management</p> <ul style="list-style-type: none"> - Fund development calendar - Timely submission of proposals - Track investment

<p>West Dayton Strategy Implementation Plan for the adopted Framework for Investment in Greater West Dayton 2016 Major Work Items</p>
<p>Strategic Work Team</p> <ul style="list-style-type: none"> - Assist the City Manager in identifying a work team - Create a planning/organizational approach to understanding the neighborhoods that comprise the framework - Organize, create materials and lead meetings of the West Dayton Strategy Team to increase understanding of challenges and opportunities
<p>Tactical Workplan Development</p> <ul style="list-style-type: none"> - Organize staff to conduct detailed analysis of neighborhoods including data gathering, analysis and mapping. - Using the City's "healthy neighborhood" index along with other agreed upon measures, rank neighborhoods to create systematic approach to our work. - Based on the above analysis determine appropriate levels of intervention and activities for neighborhoods. - Use the tactical work plans help COD and its partners align talent (staff) and resources to various communities and to identify gaps that need to be filled.
<p>Implementation</p> <ul style="list-style-type: none"> - Create detailed work plans for 4-6 neighborhoods in 2016. - Identify measurable objectives, outcomes and timelines for each plan to ensure accountability. - With the City and other community partners assemble work team to implement various elements of the work plan. - Meet regularly with team to ensure progress and troubleshoot any problems. - Work with COD Public Affairs to share positive information about work in West Dayton and the City's network of partners.
<p>Fund Development</p> <ul style="list-style-type: none"> - Identify funding opportunities to support work in West Dayton. - Write grants/proposals - Build new relationships - Track investment for leveraging opportunities.
<p>Governance</p> <ul style="list-style-type: none"> - Provide support to the City Manager as directed to provide updates to the City Commission about the work of the West Dayton Strategy Team. - Create materials, etc.

<p>Westwood</p> <p>2016 Key Projects – Major Work Items</p>
<p>Westwood PK-8 Neighborhood School Center</p> <ul style="list-style-type: none"> - Provide support to the Wesley Center in implementing programs at the school at their request. - Create development plans to strengthen the blocks around the school. For example, safety initiatives, housing initiatives, resident engagement.
<p>St. Benedict The Moor – Neighborhood School Support</p> <ul style="list-style-type: none"> - Create development plans to strengthen the blocks around the school. For example, safety initiatives, housing initiatives, resident engagement. - Identify volunteers for the school, especially reading mentors for third graders - Work with church and school volunteers to restore the Grotto - Raise funds for a playground.
<p>Westwood Housing Initiatives</p> <ul style="list-style-type: none"> - Provide support to Rebuilding Together; provide strategic analysis and mapping to help them select potential program participants. - Meet with community partners that can bring their housing expertise to Westwood, for Example County Corp, MCLB and the Fair Housing Center. - Work with City Departments to improve housing conditions. - Identify resources for housing improvement
<p>Gettysburg Transportation Alternatives Grant</p> <ul style="list-style-type: none"> - Work as directed by City staff with residents and other community stakeholders to design improvements to Gettysburg Avenue. - Engage UD Design students in project to provide pro bono assistance in designing banners. - Identify other resources that bring additional investment and partners into the project.
<p>Community Organizing and Projects</p> <ul style="list-style-type: none"> - Work with identified leaders to build productive relationships - Help organize and participate in community projects to spur neighborhood revitalization. - Conduct blocks work to meet people in the neighborhood. - Connect with groups/people dedicated to helping Westwood - Identify new partners to help the schools and neighborhoods.
<p>Fund Development/Grant Management</p> <ul style="list-style-type: none"> - Fund development calendar - Timely submission of proposals - Track investment

<p>Wright-Dunbar 2016 Key Projects – Major Work Items:</p>
<p>Create strategic direction for revitalization of the business district.</p> <ul style="list-style-type: none"> - Engage and build relationships with residents, business owners and other community stakeholders. - Conduct field work associated with strategic development of the district. - Participate in community meetings & events.
<p>Real Estate Development – <i>Pre Development Activities</i></p> <ul style="list-style-type: none"> - Secure pre-development money to engage an architect to create site concepts and schematic design for the Marietta Flats building - Create development options for Wright-Dunbar owned properties - Identify resources/partnerships for project development. - Work with the City on strategic demolition in the district. - Work with the City Department of Planning to amend Wright-Dunbar’s existing CRA to create more benefits for residential and commercial development in the Greater Wright-Dunbar area.
<p>Real Estate Development – <i>Sales</i></p> <ul style="list-style-type: none"> - Work with a realtor to actively market Wright-Dunbar properties - Complete sale of former Post Office to PayCo for expansion - Complete real estate transaction with ATI for Fish Market and Pekin Theater - Work with the Planning Department to acquire three lots on Shannon Street for ATI and future entrances/pedestrian promenade to National Park holdings.
<p>Real Estate Development – <i>Construction</i></p> <ul style="list-style-type: none"> - Complete renovation of Building F in the Wright-Dunbar - Lease up 8 units of housing - Demolish the Harris Building to make parking for the Allaman
<p>Real Estate Management</p> <ul style="list-style-type: none"> - Manage 25+ properties owned by Wright-Dunbar Inc. - Maintain part-time office presence in Wright-Dunbar - Collect rent and respond to tenant needs. - Make referrals for routine maintenance. - Handle routine office correspondence and interface with Wright-Dunbar accountant. - Supervise Wright-Dunbar maintenance person. - Build productive relationships with business district owners and residents. - Attend bi-monthly meetings of the Wright-Dunbar Board to report on activities. - Explore ways to reduce holding costs - Organize and lead Wright-Dunbar bi-monthly Real Estate Committee
<p>CRA/Housing Development</p> <ul style="list-style-type: none"> - Amend or write new CRA for inner west that encompasses Wright-Dunbar and surrounding neighborhoods as directed by COD Planning Director. - Get approved by CC and State. - Work with City Planning staff to understand current ownership/status of vacant lots - Form small committee with planning staff to create a housing plan for second wave of housing development in WD. - Create simple document to outline developer options in WD - Determine linkage with Purpose Built Community Initiative

Community Organizing

- Build productive relationships that advance Wright-Dunbar and promote its role as a gateway community to the rest of West Dayton.
- Assist in directing the work of a civic scholar to plan events with the neighborhood and community partners
- Participate in community events and activities

Fund Development/Grant Management

- Write grants to help spur WD real estate development efforts
- Timely submission of proposals
- Track investment



Downtown Housing 2016 Work Plan for the City of Dayton

1. **Redevelopment Strategies/Initiatives – Major Work Items**
 - a. *Finalize, Promote and Implement “THE NINE” Redevelopment Plan
Levitt Pavilion – Assist in the Design, Estimating, Marketing and Fundraising*
 - b. *Work with DDP on first floor initiative*
 - c. *Develop team structure for the Downtown Housing Initiative*
2. **Active Redevelopment Assistance – Major Work Items (Target 150 Units of Housing in the Pipeline)**
 - a. *444 E Second Street – Office to Condo (15 units +/-)*
 - b. *Merchants Row – David Bldg, 100 and 124 E Third (150 units +/-) and office*
 - c. *The Flats at South Park - Warren Street frontage development. (50 units +/-)*
 - d. *Centre City, Fidelity and 225 S Main- Housing/Retail (250 units +/-)*
 - e. *601 E Third/Lotz - Coordination and adaptive reuse with new owner (60 units +/-)*
 - f. *K&K Motorcycle - Adaptive reuse of 543 E Third Street (80 units +/-)*
 - g. *40 W 4th - Work with owner about adaptive reuse of building (200 units +/-)*
 - h. *Dayton Daily News – Work with new owner on development strategy (200 units +/-)*
 - i. *Arcade*
3. **Re-Development Opportunity Promotion – Major Work Items**
 - a. *Court regional development teams. (Target 6 new/renewed connections)
Dayton, Indy, Columbus, Cincinnati, Cleveland, Louisville, Detroit, Pittsburgh*
 - b. *Working with building owners - Help them understand their building and future opportunity (Target 6)*
 - c. *Meeting/Contacting- developers, architects and engineers (Target 6 - new/renewed connections)*
 - d. *Visit regional sites, Tech Shop/Detroit, (Target 3 locations)*
 - e. *Attend relative conferences and training (Target 2 of either type)*
4. **Financial Tools– Major Work Items**
 - f. *CDFI – Implement First Floor Fund program/ Assemble funding for an RLF*
 - g. *PACE – Work with Port Authority to solicit new participants/ Assemble funding for an RLF*
 - h. *NMTC - 2016 allocation would allow for housing to be included as possible pipeline*
 - i. *GEOThermal - Use of the GEOThermal tax credit for adaptive reuse or modernization*
 - j. *Further - the development of additional GEOThermal opportunities and use of the Tax Credit*
5. **Narrative - Major Work Items**
 - a. *Speaker Series -“Bringing Moment Back to Main Street”*
 - b. *Expand - the innovation and creative culture in the CBD*
 - c. *Heritage Ohio - Board of Directors (SouthWest Ohio Representative) State Historic Tax Credit
Support the education effort on the state tax credits*
 - d. *DRG3 – Partner and continue participate in the local conversation.*
 - e. *NTHP – Continue to educate on the importance of the federal tax credit.*
 - f. *NAIOP- Create opportunities to educate Commercial Real Estate on PACE and Adaptive Reuse*
6. **Development Services**
 - a. *Provide development services to owners/developers interested in projects in the Greater Downtown Dayton Area.*



Tech Town 2016 Proposed Work Plan for the City of Dayton

1. Leasing/Management

Metrics:

- a. Generate new rental income above and beyond revenue budgeted for 2016
- b. Lease 6,000 SF on the third floor in TT3
- c. Lease 2,500 SF on the second floor in TT3
- d. Lease 800 SF on the first floor of TT3
- e. Backfill 6,800 SF on the second floor of TT2
- f. Transition third floor space at TT2 to larger tenant uses (ideally single tenant) via relocation of DTCC tenants to less expensive space in TEC
 - i. Create space plan in conjunction with TEC
 - ii. Market 3rd Floor of TT2 for single use tenant for occupancy in Qtr 2 - 2017
- g. Determine intent from Children's about renewal extensions for lease beyond 2017
- h. Generate a minimum of 50 tenant prospect visits to campus

Sales Strategy/Objectives/ Milestones

- a. Leverage commercialization engines (Ascend/TEC/IDCAST)
 - i. Identify and develop a unified approach among commercialization engines to attract supporting businesses and to land commercialization spin-offs at TechTown (1st Quarter)
 - ii. Win a second State Capital allocation to provide funding to enable "affordable" build-out costs that will enable us to capitalize on commercialization/tech transfer spin-off attraction (2nd Qtr)
 - iii. Work with campus partners to identify commercialization support needs and then work collectively to attract. (i.e. VC, 3D Printing, etc.) (3rd Qtr)
 - iv. Attract at least one new tenant in conjunction with commercialization partners (4th Qtr)
- b. Work with existing tenants to identify and generate potential leads via supplier networks and synergistic opportunities.
 - i. Mathile, Children's, Autosoft, Ascend, IDCAST, AFRL, TEC, Oerlikon, CH2M Hill (1st Qtr)
 - ii. TEC pipeline and graduates (Ongoing)
- c. Implement lead generation strategies identified in the 2015 Marketing Strategy
 - i. Enhance social media campaign to promote and market the building in conjunction with the updated marketing strategy
 1. Generate press releases about campus and/or tenant wins (Bi-Monthly)
 2. Implement weekly short term media campaign beginning 1/11 (3rd Qtr)
 - a. New weekly content using FB, Linked-In, Twitter
 - b. Double "friend/follower" base on each social media platform (4th Qtr)

- ii. Conduct monthly onsite networking/events and collider events to attract targeted groups who can help to promote campus to their constituencies. The following groups will be targeted:
 1. Commercial brokers (i.e. NAIOP)
 2. CPA firms (i.e. Ohio Society of CPA's – Dayton District)
 3. Software development (i.e. Technology First, New Media Dayton, Dayton Web Developers, Dayton.NET Developers Group)
 4. Maker's/3D Printing
 5. Defense contractors (i.e. Dayton Defense, WBI meetup)
 6. Alliance for Human Effectiveness and Advancement
 7. Sensor Collider
 8. Medical Device Collider
- iii. Link social media to the interactive iconic feature
- d. Create open-source connectivity beyond the Dayton region by creating relationships and network alignment with potential pipeline "feeders" from outside the region. Examples include:
 - i. Starburst Aerospace Accelerator
 - ii. Incubators and accelerators (i.e. 1871)
- e. Create more robust broker engagement
 - i. Generate RFP to broker community and select broker team (Feb 2016)
 - ii. Conduct touches with at least 5 agents not including the listing agent (Weekly)
 - iii. Participate in NAIOP events (Ongoing)

2. Campus Overall Marketing

Objectives/Approach/Milestones:

- a. Implement iconic design elements identified in 2015 to draw attention to the technology campus – (3rd Qtr)
- b. Grow the value proposition for the entire campus by leveraging innovative work occurring at Tech Town
 - i. Implement recommendations from the 2015 Marketing Strategy that identify Tech Town as:
 1. The regional nexus for commercialization and tech transfer. Leverage efforts at TEC, Ascend, IDCAST – (2nd Qtr)
 2. The regional nexus for industry thought leaders in focus areas including predictive analytics, cyber security, ISR, wearable tech, biometrics, neuro-med, and remote sensing – (2nd Qtr)
- c. Technical/industry information programs. Partner with TEC to expand technical/industry informational programing
- d. Develop a concept/approach to integrate "Tech Town" into a larger ecosystem for innovation - (2nd Qtr)
 - i. Cross-promote campus in conjunction with the Makers Movement/Innovation Zone/Aerospace Hub and Downtown Housing Initiatives
 - ii. Collaborate with AFRL, UDRI, TEC and other partners to establish the geography in and near the Aerospace Hub as the regional ecosystem for innovation/commercialization
 - iii. Integrate the maker's movement, prototyping and incubation with the innovative economy and amenities

1. Continue to support the "Maker's Movement" and other Manufacturing Task Force initiatives including Additive Manufacturing and a Maker's Space
- e. In conjunction with the Aerospace Hub, continue to expand the targeted business attraction program?
- i. Focus on established or later stage companies working with emerging technologies
 - ii. Focus on core area competencies (remote sensing, cyber security, ISR, data analytics, software development)
 - iii. Orchestrate two or three targeted campaigns (4th Qtr)
3. **DRITA**
- a. Point person responsible for the City's day to day interaction and support of the DRITA effort.
 - i. Identify specific opportunities for investment and job creation in the City
 - ii. Support efforts to extend business opportunities for Dayton companies in Israel
 - b. Promote the DRITA initiative among Dayton companies
4. **Outlying Parcel Development/Developer Attraction**
- a. Refine promotional package with more specific detail on offering (February)
 - i. Detail on the land lease offering and campus covenants
 1. Land lease pricing and terms
 2. Environmental, covenant and design/construction constraints
 - ii. Explore and include financing tools/options that might be available
 - iii. Create polished marketing materials focused on the development sites (2nd Qtr)
 1. Create renderings showing a vision for future development on the sites
 2. Include information developed in #i and ii
 3. Show parking options and building footprint opportunities
 - b. Engage developers and realtors from inside and outside the region
 - i. Court regional development teams (i.e. Crawford-Hoying, Synergy, M-V)
 1. Look for synergies to cross promote with Downtown Market Rate Housing outreach
 2. Identify 7 preferred developer and make contact on quarterly basis (minimum)
 - ii. Identify and promote offering to developers familiar with tech park development from outside the region. Sources include AURP.
 - iii. Host event(s) to specifically target out-lot sites to development (Spring or Summer) – i.e. NAIOP
 - iv. Engage newly contracted brokerage firm to provide assistance to attract developers and/or end users.
 - c. Promote sites to "influencers" who may help to identify potential "end-users"
 - i. Promote sites to the following trade and professional groups (Presentations)
 1. CPA
 2. Legal
 3. Architectural and Engineering
 - d. Work with neighboring entities to attract amenities adjacent to or on campus
 - i. Bike Hub
 - ii. Coffee or eatery etc.

- e. Explore basic requirements and financing tools (outside of COD) that would be necessary for CWDC to act as a developer of last resort to attract and build space for a significant end-user

5. Campus Management

- a. Property and facility management - ongoing
- b. Financial & lease management –ongoing
- c. Improvements per updated Master Plan

December 10, 2015

Attachment B
2016 Funding Allocation

1. **Asset-Based Development**
 - i. City of Dayton funding \$163,000
 - ii. Quarterly payments of \$40,750 based on documented performance
 - iii. CityWide matching investment of \$533,471 via private sector contributions

2. **Housing Development**
 - i. City of Dayton funding of \$180,000
 - ii. Quarterly payments of \$37,500 based on documented performance
 - iii. Estimated pre-development expenses of \$30,000 with payment via reimbursement
 - iv. CityWide will provide matching investment of \$50,000

3. **Tech Town Recruitment**
 - i. City of Dayton funding of \$173,500
 - ii. Quarterly payments of \$37,500 based on documented performance
 - iii. Estimated marketing expenses of \$23,500 with payment via reimbursement
 - iv. CityWide will provide a matching investment of \$100,000

4. **West Dayton Strategic Initiative**
 - i. City of Dayton funding of \$75,000
 - ii. Quarterly payments of \$18,750 based on documented performance

<u>Total City Contribution</u>	<u>\$591,500</u>
<u>Total CWDC Contribution</u>	<u>\$683,471</u>

TOTAL PROJECT FUNDING \$1,274,971

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date February 24, 2016

FROM: Law - Civil
Department/Division

Code 16009-5200-1221-63

Fund Title Judgement Trust

(CHECK ONE)

Amount \$ \$89,350.00

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

Supplier/Vendor/Company/Individual:

NAME Dayton Office Properties, LLC

ADDRESS 6601 Centerville Business Parkway

Dayton OH 45459

Justification and description of purchase, contract or payment:

It is recommended that Eighty Nine Thousand Three Hundred Fifty Dollars (\$89,350.00) be paid in full settlement of a moral obligation claim.

It is believed to be in the best interest of the City of Dayton and upon recommendation of the Director of Law that the above amount be paid in full and final settlement of this matter.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

Clerk

Date

Division _____

Department _____

City Manager _____

BY MS. Whaley

NO. 31475-16

AN ORDINANCE

Reaffirming Ordinance No. 31399-15 and Ordinance No. 31460-15; and Declaring an Emergency.

WHEREAS, This Commission desires to pursue all reasonable incentives to assist and encourage construction and remodeling in the Downtown Dayton and College Hill areas of the City of Dayton; and,

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code ("R.C.") provide that a municipality may grant certain exemptions from real property taxation for new construction or remodeling efforts within an area that is designated by the legislative authority of the municipal corporation as a Community Reinvestment Area ("CRA"); and,

WHEREAS Ordinance 31399-15 amending the Downtown Dayton CRA was passed by the Dayton City Commission on May 20, 2015; and,

WHEREAS Ordinance 31460-15 establishing the College Hill CRA was passed by the Dayton City Commission on December 2, 2015; and,

WHEREAS, Section 44.20(D) of the Revised Code of General Ordinances requires that any real property tax exemption shall conform to the requirements of the R.C.; and,

WHEREAS, R.C. Section 3735.66 requires the City to petition the Director of Development not less than 15 days after the adoption of the Ordinances, to confirm the finding in the Ordinances ; and,

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

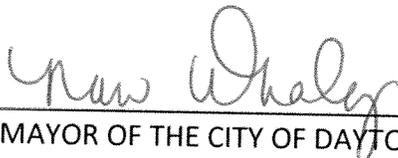
BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That pursuant to R.C. Section 3735.66, this Commission hereby reaffirms the findings of Ordinance 31399-15 and Ordinance 31460-15.

Section 2. That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force upon passage by this Commission.

PASSED BY THE COMMISSION FEB. 24, 2016

SIGNED BY THE MAYOR FEBRUARY 24, 2016



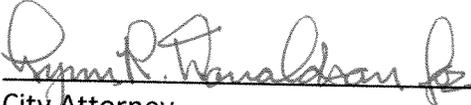
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:



Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

1st Reading 12.

By.....

No. 31476-16.....

AN ORDINANCE

Authorizing the City Manager to Purchase Fuel for 2018.

WHEREAS, The City of Dayton faces financial challenges at the same time that the global economy is volatile, giving rise to the need to conserve financial resources; and

WHEREAS, The City of Dayton, during the course of normal operations, consumes approximately 500,000 gallons, each, of gasoline and diesel fuel in a calendar year; and

WHEREAS, The City of Dayton may have opportunity to cooperate with other entities to potentially leverage larger volume purchases to increase efficiency and further lower the cost of fuel purchases; and

WHEREAS, In order to provide for the usual daily operations of the City of Dayton departments and any other entities that the City of Dayton may agree to cooperate with for the supply of fuel; now, therefore,

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

Section 1. That the City Manager is authorized to execute purchase orders or other agreements necessary for the City of Dayton to purchase gasoline and diesel fuel in quantities adequate to satisfy operational needs of City of Dayton departments and other entities with which the City may form cooperative procurement agreements for fiscal year 2018.

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:

Debra R. Donaldson
City Attorney

BY MR. Mims

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		
<i>(1) General Fund - 10</i>		
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
 <u>(2) Special Revenue</u>		
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
<i>Total Special Revenue</i>	43,935,800
<u>(3) Debt Service</u>	
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
<u>(4) Capital Project Funds</u>	
General Capital Fund - 40000	
Various Capital Projects	28,472,600
Total	28,472,600
Prior Year's Unexpended Appropriation	33,223,100
<i>Total Capital Project Funds</i>	61,695,700
<u>(5) Permanent Funds</u>	
Permanent Fund - 71000	
Various Departments	50,000
Total Permanent Fund	50,000

		2016
		Appropriations
TOTAL GOVERNMENTAL FUND		285,394,300
PROPRIETARY FUND TYPE		
<i>(6) Enterprise Funds</i>		
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
<i>Total Enterprise Funds</i>		300,701,300
<u>(7) Internal Service Funds</u>		
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
<i>Total Internal Service Funds</i>		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..... FEBRUARY 24....., 2016

SIGNED BY THE MAYOR..... FEBRUARY 24....., 2016

Mark Whaley
Mayor of the City of Dayton, Ohio

ATTEST:

Rashella Lavender

Clerk of the Commission

APPROVED AS TO FORM:

Myron R. Handberg Jr.

City Attorney

By MR. Shaw

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.

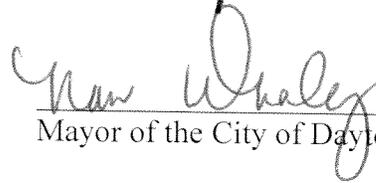
Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, 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..... **FEBRUARY 24**, 2016

Signed by the Mayor..... **FEBRUARY 24**, 2016



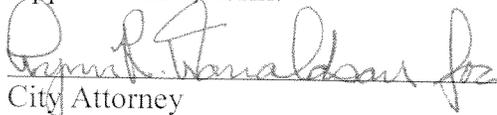
Mayor of the City of Dayton, Ohio

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 *SF*

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.

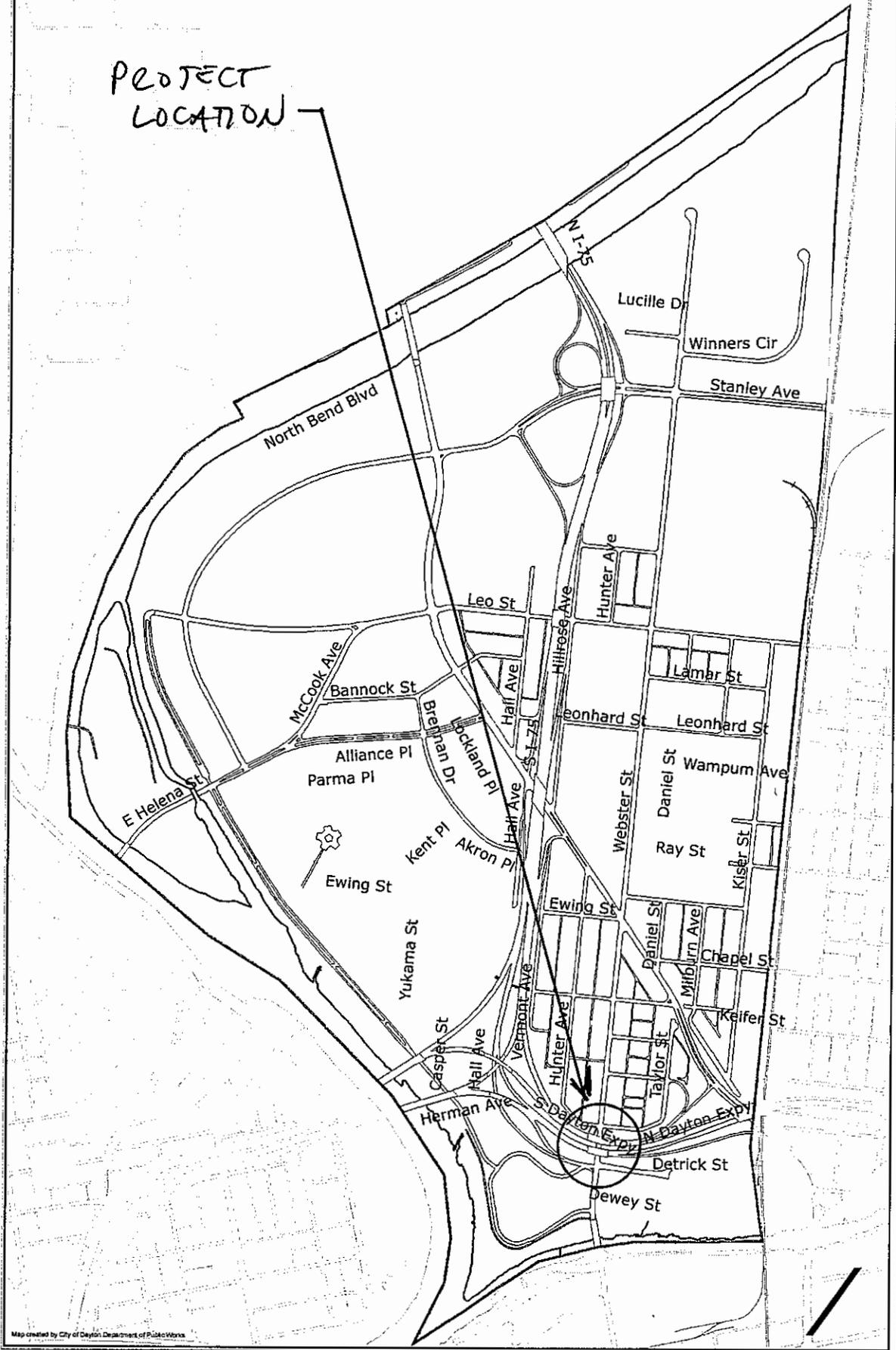
SJF/kgs

Attachments

Cc: Mr. Earley
Mr. Parlette

McCook Field Neighborhood

PROJECT
LOCATION



BY MR. Williams

NO. 6166-16

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... FEBRUARY 24, 2016

Signed by the Mayor... FEBRUARY 24, 2016

Yan Whaley
Mayor of the City of Dayton, Ohio

Attest:

Rashella Lavender
Clerk of Commission

Approved as to form:

[Signature]
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

Cathy Gm
Witness

By: [Signature]
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:

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

____ 20 ____ Min. Book ____ Page ____

[Signature]
City Attorney SK

CLERK OF THE COMMISSION

BY MR. Mims

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 FEBRUARY 24, 2016

Signed by the Mayor FEBRUARY 24, 2016

Mark Whaley
Mayor of the City of Dayton, Ohio

Attest:
Rashella Lavender
Clerk of Commission

Approved as to form:
David P. Donaldson Jr.
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

Cathy Green
Witness

By: [Signature]
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 BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

____20____ Min. Book ____ Page ____

CLERK OF THE COMMISSION

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]
City Attorney

511

BY MR. Shaw

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 FEBRUARY 24, 2016

Signed by the Mayor FEBRUARY 24, 2016

Mark Whaley
Mayor of the City of Dayton, Ohio

Attest:

Rashella Lavender
Clerk of Commission

Approved as to form:

[Signature]
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.

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.

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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

Cathy Z...
Witness

By: [Signature]
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 BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

____ 20 ____ Min. Book ____ Page ____

CLERK OF THE COMMISSION

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]
City Attorney SA