



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

MAY 18, 2016

6:00 P.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Price Agreements and Contracts:

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

1. Purchase Order:

AVIATION

- A1. Enterprise Roofing & Sheet Metal Co. (roof maintenance, repair and related services as needed through 07-31-16) **\$50,000.00**

1. (Cont'd):

ECONOMIC DEVELOPMENT

B1. USI Midwest LLC (annual railroad liability insurance policy) **\$21,875.00**
(and for the period of 01-01-17 through 12-31-18) **44,000.00**

FIRE

C1. ACME Spring, Inc. (heavy duty fire equipment repair parts and services as needed through 12-31-16) **20,000.00**
(and for the period of 01-01-17 through 12-31-19) **60,000.00**

WATER

D1. Koenig Equipment, Inc. (one Ventrac brand tractor and mower accessories) **25,000.00**

-Depts. of Aviation, Economic Development, Fire and Water.

Total: \$220,875.00

2. **Development Projects, Inc. – Agreement** – to promote economic development in the City of Dayton – Dept. of Economic Development. **\$75,000.00**
(Exp. 12/31/16)
3. **Montgomery County Land Reutilization Corporation – First Amendment Community Agreement** – for the Neighborhood Initiative Program – Dept. of Planning & Community Development. **\$200,000.00**
(Thru 10/31/17)
4. **The Democracy Collaborative – Professional Services Agreement** – to research and recommend innovative economic and community development strategies – Dept. of Economic Development. **\$45,000.00**
(Exp. 12/31/16)

B. Construction Contracts/Estimates of Cost:

5. **CPM Enterprises, LLC – Contract** – for the Nuisance Abatement Program Residential and Commercial Securing I – 2016 (100% SBE Participation Goal/100% SBE Achieved) – Dept. of Planning & Community Development/Housing Conservation. **\$154,904.00**
(Thru 06/30/18)
6. **Steve R. Rauch, Inc. – Contract** – for the Nuisance Abatement Program Residential Demolition I – 2016, (10% MBE Participation Goal/10% MBE Achieved) (5% WBE Participation Goal/5.01% WBE Achieved) – Dept. of Planning & Community Development/Housing Conservation. **\$267,320.00**
(Thru 12/31/17)

C. Revenue to the City:

7. **ABM Parking Services – Management Agreement – Sixth Renewal Option**
– for day to day administration and operations of the Municipal Parking Garage
– Dept. of Central Services/Facilities Management **\$250,000.00 Est. Mgt. Exp.**
\$400,000.00 (Est. Rev. to City)
(Thru 6/17)

8. **ABM (formerly Ampco System Parking) – Management Agreement – Sixth Amendment** – to manage day-to-day operations of the Transportation Center Parking Garage – Dept. of Recreation & Youth Services/Convention Center.
\$500,249.00 (Est. Mgt. Exp.)
\$415,000.00 (Est. Rev. to City)
(Thru 6/30/17)

D. Neighborhood Grants:

9. **The Entrepreneurs Center – Development Services Agreement** – to provide mentors and advisors to incubator tenants housed within The Creative Technology Accelerator at the Tech Town campus as well as other start-up businesses within the City of Dayton as needs are identified – Dept. of Economic Development.
\$200,000.00
(Exp. 1/31/18)

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

BY THE BOARD OF REVISION OF ASSESSMENTS

10. In the Matter of Declaring the Intention of the Commission to vacate the Alley South of Stout Street from Catherine Street to South Patterson Boulevard – Recommendation to Proceed.

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

11. **No. 31492-16** Amending Revised Code of General Ordinances Section 71.06(A) to Provide Greater Safety to Bicyclists on Dayton’s Roadways, and Declaring an Emergency.

12. **No. 31493-16** Authorizing the Purchase of Five (5) Parcels of Real Property Located at 34 N. Main Street for the Purpose of Community and Economic Development, and Declaring an Emergency.

Emergency Resolution – First and Second Reading:

13. **No. 6190-16** Approving the Submission of a Grant Application for the Fiscal Year 2017 Ohio Airport Grant Program to the Ohio Department of Transportation, Office of Aviation; Authorizing the Acceptance of a Grant from the State of Ohio Department of Transportation, Office of Aviation in an Amount Not to Exceed One Million Six Hundred Sixty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,667,250.00) on behalf of the City of Dayton, and Declaring an Emergency.

Ordinance – First Reading:

14. **No. 31494-16** Vacating the Alley South of Stout Street from Catherine Street to South Patterson Boulevard.

Resolutions – First Reading:

15. **No. 6191-16** Declaring the Intention of the Commission to Vacate the Right-of-Way in front of 3606 Lakeside Drive.
16. **No. 6192-16** Establishing the Community Police Council and Repealing Resolution No. 6165-16.

Resolution – Second Reading:

17. **No. 6189-16** Approving the Submission of a Grant Application and Authorizing The Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Sixty-Six Thousand Eighty-Five Dollars (\$66,085) on behalf of the City of Dayton.

VI. MISCELLANEOUS:

ORDINANCE NO. 31495-16

RESOLUTION NO. 6193-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 921-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date May 18, 2016

FROM: Central Services / Purchasing
Department/Division

Code

(CHECK ONE)

Amount \$ 220,875.00

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

Supplier/Vendor/Company/Individual:

NAME See Below
ADDRESS _____

Justification and description of purchase, contract or payment:

AVIATION

- (A1) P1600278 – ENTERPRISE ROOFING & SHEET METAL CO., DAYTON, OH
- Roof maintenance, repair and related services, as needed through 07/31/2016.
 - These services are required to maintain Department of Aviation facilities.
 - Rates are in accordance with the City of Dayton's existing price agreement IFB D13060, with pricing through 7/31/2016.
 - Enterprise Roofing & Sheet Metal Co. qualifies as a Dayton local entity.
 - This amendment increases the originally authorized amount of \$50,000.00 by \$50,000.00 for a total not to exceed \$100,000.00 and therefore requires City Commission approval.
 - The Department of Aviation recommends approval of this order.
 - Authority: \$50,000.00

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

Division [Signature]

Clerk _____

Department [Signature]
City Manager

Date _____

ECONOMIC DEVELOPMENT

(B1) P1600906 – USI MIDWEST LLC, MIAMISBURG, OH

- Annual railroad liability insurance policy.
- This insurance is required to mitigate risks associated with ownership of a section of railroad maintained for economic development purposes.
- Six possible bidders were solicited and one bid was received.
- The Department of Economic Development recommends acceptance of the sole bid.
- Initial encumbrance authority: \$21,875.00
- Authority to cover additional needs in the following periods:
 - 1/1/17 – 12/31/17 \$22,000.00
 - 1/1/18 – 12/31/18 \$22,000.00

FIRE

(C1) P1600913 – ACME SPRING, INC., DAYTON, OH

- Heavy duty fire equipment repair parts and services, as needed through 12/31/2016.
- These goods and services are required to repair Department of Fire heavy duty equipment.
- Six possible bidders were solicited and one bid was received. This order establishes a price agreement through 4/30/2020.
- Acme Spring, Inc. qualifies as a Dayton local entity.
- The Department of Fire recommends acceptance of the sole bid.
- Initial encumbrance authority: \$20,000.00
- Authority to cover additional needs in the following periods:
 - 1/1/17 – 12/31/17 \$20,000.00
 - 1/1/18 – 12/31/18 \$20,000.00
 - 1/1/19 – 12/31/19 \$20,000.00

WATER – WATER RECLAMATION

(D1) P1600920 – KOENIG EQUIPMENT, INC., GERMANTOWN, OH

- One (1) Ventrac brand tractor and mower accessories.
- These goods are required to maintain property at the Division of Water Reclamation and will replace unit #4056, which will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with State of Ohio term schedule pricing contract #800439, index #STS515.
- The Department of Water recommends approval of this order.
- Authority: \$25,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Railroad Liability Insurance

Dept./Div.: Economic Development

Requisition No.: 005EDD6

BIDDER NAME & STREET ADDRESS:		No.: 1		STEADFAST INSURANCE CO.	
CITY:		STATE & ZIP:			
Recommended for Award				X	
QUALIFIES FOR LOCAL PREFERENCE?				NO	
QUALIFIES FOR CERTIFIED PREFERENCE?				NO	
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?				NO	
Item No.	ITEM DESCRIPTION	QTY	U/M	UNIT	
<p><u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u></p> <p><u>Insurance</u></p>					
1	Comprehensive Liability Railroad Insurance	1	Ea.	•	\$21,875.00
TERMS:					
DELIVERY:					

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | |
|-----------------------------------|-------------------------------------|
| 1. Cincinnati Insurance | 4. Central Insurance Company |
| 2. Harleysville Insurance Company | 5. Great American Insurance Company |
| 3. Acuity Insurance Company | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Fire Equipment Heavy Duty Repairs and Related Services

Dept./Div.: Various

Requisition No.: Various

IFB No.: U16022

Bids Opened: 11:30 A.M.

BIDDER NAME & STREET ADDRESS:		No.:	1
			ACME SPRING
CITY:			DAYTON
STATE & ZIP:			OH, 45414
Recommended for Award			X
QUALIFIES FOR LOCAL PREFERENCE?			YES
QUALIFIES FOR CERTIFIED PREFERENCE?			NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO
Item #	ITEM DESCRIPTION	U/M	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS			
NON-EMERGENCY REPAIR SERVICE			
LABOR RATES			
1	Standard Repair Service - Labor Rates One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	• \$85.00 • \$85.00
2	Non-Standard Work Hours - Labor Rates One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	• \$85.00 • \$85.00
3	Weekend Work Hours - Labor Rates One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	
4	Holiday Work Hours One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	
EMERGENCY REPAIR SERVICE LABOR RATES			
5	Standard Repair Service - Labor Rates One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	• \$85.00 • \$85.00
6	Non-Standard Work Hours - Labor Rates One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	
7	Weekend Work Hours - Labor Rates One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	
8	Holiday Work Hours One (1) Man Rate Two (2) Man Rate	Hourly Rate Hourly Rate	
	Across the Board Discount		30-40%
	Prices to remain firm for the period through April 30, 2017?		
	Options to renew for additional 12-months May 1, 2017 through April 30, 2018 Maximum Percentage of Increase		YES 3%
	Options to renew for additional 12-months May 1, 2018 through April 30, 2019 Maximum Percentage of Increase		YES 6%
	Options to renew for additional 12-months May 1, 2019 through April 30, 2020 Maximum Percentage of Increase		YES 9%
		TERMS: F.O.B.: DELIVERY:	NET 30 DESTINATION

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | |
|--|---|
| HRC
Dayton OH 45402 | 3. Super Tech Heavy Duty
Tipp City, OH 45371 |
| 1. B&G Equipment
Moraine, OH 45439 | 4. Stoops Freightliner
Huber Heights, OH 45424 |
| 2. Springfield Automotive
Springfield, OH 45502 | 5. Brighton Spring Service Company
Fairfield, OH 45014 |

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

TO: City Manager

Date May 18, 2016

FROM: Department of Economic Development
Department/Division

Code 16300-2600-1221-41

(CHECK ONE)

Fund Title Development Fund

Amount \$ 75,000 (expires 12-31-2016)

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

Supplier/Vendor/Company/Individual:

NAME Development Projects, Inc.
ADDRESS 40 N. Main St., Ste. 900
Dayton, OH 45423

Justification and description of purchase, contract or payment:

The Department of Economic Development is requesting approval to enter into an Agreement with Development Projects, Inc. (DPI), an affiliate of Dayton Development Coalition (DDC) to promote economic development in the City of Dayton. Program activities will focus on the following three economic development areas:

1. Business attraction which will target the Aerospace Hub of Innovation and the Investing in Manufacturing Communities Partnership (IMCP).
2. Data analytics and reporting, which will provide data about the workforce in Dayton, inventory of project sites, project status reports, and innovative data analysis.
3. Creating an aligned City and regional economic development core strategy through strategic engagement of downtown investors and innovators.

The Agreement will commence upon execution by the City and expire December 31, 2016.

The Department of Law has reviewed and approved this Agreement 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

Division

David P. Weber

Department

James P. Clements

City Manager

AGREEMENT

This AGREEMENT ("Agreement") is made between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Development Projects, Inc., ("DPI"), an entity incorporated under the laws of the State of Ohio and having its principal offices located at 40 North Main Street, Suite 900, Dayton, OH 45423.

WITNESSETH THAT:

WHEREAS, The City's Department of Economic Development identified a need for certain professional services for its economic development programs, projects and initiatives; and,

WHEREAS, DPI is an affiliate of the Dayton Development Coalition, organized for the purpose of promoting regional economic development in partnership with local, regional, state, and federal government agencies; and,

WHEREAS, DPI represented that it is a skilled, experienced, and competent economic development organization, with the personnel and data to perform the professional services set forth hereinafter.

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

ARTICLE 1. SCOPE OF SERVICES

DPI agrees to partner with the City to promote and advance the City's Economic Development strategy.

DPI shall provide the specific services set forth in Exhibit A, titled "Scope of Services," which is attached hereto and incorporated herein by reference. The services provided hereunder shall be collectively referred to as the "Development Services."

ARTICLE 2. TERM AND TERMINATION

This Agreement is effective upon execution by the City and it will expire December 31, 2016, unless extended by mutual agreement of the parties.

Either party may terminate this Agreement at any time or without cause upon giving the other party thirty (30) days advance written notice. The notice of termination shall be made by mailing written notice to the addresses listed below by certified mail to its usual place of business. If such termination occurs, DPI will be paid for the professional services actually performed up to the effective date of termination.

ARTICLE 3. COMPENSATION

Total compensation under this Agreement shall not exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) for the Development Services provided.

City will issue payment to DPI in an amount equal to one hundred percent (100%) of the total funding upon receipt of an invoice from DPI.

DPI agrees that the funding referred to above will be used solely and exclusively by DPI for the Development Services and appropriate accounting procedures will be established to maintain separate accounts for all public funds.

ARTICLE 4. LIABILITY AND INDEMNIFICATION

DPI shall defend, indemnify, and hold harmless the City and its elected officials, employees, and agents from and against all judgments, losses, damages, and expenses for bodily injury, death, and physical damage to real or tangible personal property, to the extent such judgments, losses, damages, or expenses are caused by DPI's acts, errors, or omissions arising out of its performance herein.

The parties hereto specifically agree, notwithstanding any other provision in this Agreement to the contrary, that the City will not, under any circumstances, be liable or responsible for any negligent acts, errors, or omissions of DPI.

Regardless of completion of the services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article will survive.

ARTICLE 5. 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:

DPI: Jeff Hoagland
President & CEO
Dayton Development Coalition
40 North Main Street, Suite 900
Dayton, OH 45423

The City: Ford P. Weber
Director
Department of Economic Development
City of Dayton, Ohio
101 West Third Street
Dayton, Ohio 45402

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

ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY

DPI 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 contract as fully as if specifically rewritten herein and that failure to comply therewith will constitute a breach hereof.

ARTICLE 7. INDEPENDENT CONTRACTOR

DPI will, at all times, be an independent contractor and not subject to control by the City, except as provided pursuant to this Agreement. As an independent contractor, the parties hereby agree that the relationship between the parties will not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative.

DPI understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not the City's employees and are not entitled to any of the emoluments of City of Dayton employment. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership. Further, DPI will be responsible to withhold and pay, or cause such agents, contractors, or sub-contractors to withhold and pay, all local, state, and federal taxes.

ARTICLE 8. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

ARTICLE 9. INSURANCE

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

- (1) General/Comprehensive liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and,
- (2) Workers' compensation insurance, in such amounts as required by Ohio law, and Employer's liability; and, insurance with a limit of Five Hundred Thousand Dollars (\$500,000) for each occurrence.

All policies of general/comprehensive liability insurance required herein shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. All insurance policies, excluding Workers' compensation insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.

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

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

ARTICLE 10. GENERAL PROVISIONS

- A. Conflict of Interest. DPI 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. Governing Law and Venue. This Agreement is 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, and is deemed to be executed in Dayton, Ohio. Any suit

regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

- C. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and DPI.
- D. Assignment. Neither the City nor DPI may assign any rights or duties under this Agreement without the prior written consent of the other party. 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 will prevent DPI from employing independent consultants, associates, and subcontractors to assist in the performance of the services.
- E. Waiver. A waiver by either the City or DPI of any breach of this Agreement shall be in writing. Such a waiver will be effective only in the specific instance and for the specific purpose for which it is given and will not affect the waiving party's rights with respect to any other or further breach.
- F. Integration. This Agreement represents the entire and integrated agreement between the City and DPI. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- G. Political Contributions. DPI affirms and certifies that it complies with Ohio Revised Code 3517.13 limiting political contributions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the City and DPI, each by a duly authorized representative, have executed this Agreement on the date below.

CITY OF DAYTON, OHIO

DEVELOPMENT PROJECTS, INC.

City Manager

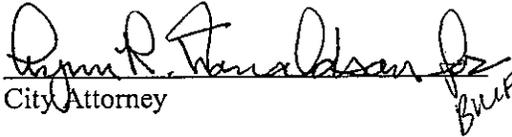
By: _____

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

EXHIBIT A

Scope of Services

The Dayton Development Coalition will assist the City of Dayton in the following economic development areas: (1) Business Attraction and Business Retention & Expansions, (2) Data Analytics and Reporting, (3) City and Regional Strategy Alignment.

(1) **Business Attraction** – work with the City of Dayton to identify business attraction opportunities through two collaborative initiatives:

- a. **Aerospace Hub of Innovation** – Mine qualified aerospace leads through targeted research and relationship management of existing assets/resources in the region, primarily Wright Patterson Air Force base and existing aerospace companies.
- b. **Investing in Manufacturing Communities Partnership (IMCP)** - The DDC in partnership with the City of Dayton, REDI Cincinnati and the City of Cincinnati, developed a joint application in an effort to increase collaboration and provide focused support and expertise for advanced manufacturing companies. The SOAR committee, in collaboration with the Port of Greater Cincinnati, TechSolve, Northern Kentucky Tri-ED and many others, submitted the application for the joint REDI - DDC region. That region was named the Southwest Ohio & Northern Kentucky Aerospace Region, or SOAR. In May 2014, the cities of Dayton and Cincinnati were awarded the U.S. Manufacturing Community designation from over 70 applicants across the country. DDC will collaborate with the IMCP partners to exploit contracting and grant award opportunities.

Business Retention and Expansion – Conduct an annual strategic review of companies within the City that need to be evaluated and assessed to determine risk of flight and potential for significant growth. The DDC has developed an assessment tool that takes into account a number of key factors that are individually scored for each company and a composite score created to rank companies according to priority. DDC and City economic development staffs work together to determine strategy and implementation of BRE visits with the goal of identifying opportunities to support the growth of Dayton companies.

(2) **Data Analytics and Reporting** – DDC provides the following levels of research and reporting :

- a. **RFI Data Assistance** – The DDC assists the City of Dayton by providing workforce or other demographic data for site selection RFIs. Assistance includes but is not limited to workforce, wage rates, industry data, utilities, and more.
- b. **Property inventory updates and site visits** – The DDC provides regular property inventory updates and coordinates site visit activities for the City.
- c. **Site seeker status report** - The DDC provides the City with a monthly site selection project status report on all projects submitted throughout the region.
- d. **Innovation Index** – The DDC provides Innovation Index data analysis findings to the City.

(3) **City and Regional Strategy Alignment** – The DDC leadership (President & CEO, VP, Business Development, VP, Development) works directly with key members of City Hall (Mayor, City Manager, Economic Development Director, Special Projects Administrator) to ensure there is alignment and coordination between the City and Region on key priority initiatives: For example:

- a. Innovate the Urban Core - The DDC in partnership with the City of Dayton, Downtown Dayton Partnership and initiative co-chairs champion this important priority for the City and the Region. The DDC participates with, and provides facilitation of, planning, strategy and implementation groups. Goals of these facilitated meetings include, but are not limited to: identifying shared assets and needs/gaps across the landscape of the regional innovation ecosystem, enabling value-added intersections and collisions of innovation related activities on a larger scale than presently are occurring, fostering a sense of community and collective action among grassroots leaders in the innovation ecosystem as well as between leaders of other downtown institutions. DDC also is responsible for integrating the urban core messaging with regional messaging.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date May 18, 2016

FROM: Planning & Community Development

Code 42411-2320-1159-32

(CHECK ONE)

Fund Title Nuisance Demolition

Amount \$ 200,000.00 (through 10/31/17)

Purchase Order Lease Agreement

Supplier/Vendor/Company/Individual:

Price Agreement Estimate of Cost

NAME Montgomery County Land Reutilization Corporation

Award of Contract Payment of Voucher

ADDRESS 130 W. Second St.

Other First Amendment – Community Agreement

Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

First Amendment-Neighborhood Initiative Program

The Department of Planning and Community Development is requesting authorization for a First Amendment to the Montgomery County Land Reutilization Corporation Neighborhood Initiative Program (NIP) Community Agreement. The purpose of the Amendment is twofold. This Amendment reflects an additional \$850,000 in funds awarded to the Landbank bringing the total to \$5.8 million and the Amendment provides up to \$200,000.00 for the City to reimburse the Landbank for costs that exceed program limits as imposed by the State of Ohio; currently \$25,000.00 per structure.

The original agreement was passed by City Commission on April 30, 2014 by Calendar item #6.

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

A Certificate of Funds in the amount of \$100,000.00 is attached.

Approved Affirmative Action Program on File Yes

No

NA

Approved by City Commission

Division *R. K. Small*

Clerk

Department *Thomas D. Clements*

Date

City Manager

CERTIFICATE OF FUNDS

CT161432

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

	Execution by the City	Required Documentation
Contract Start Date	10/31/17	
Expiration Date		
Original Commission Approval	\$ 200,000.00	<u> X </u> Initial City Manager's Report
Initial Encumbrance	\$ 100,000.00	<u> X </u> Initial Certificate of Funds
Remaining Commission Approval	\$ 100,000.00	<u> X </u> Initial Agreement/Contract
Original CT/CF		
Increase Encumbrance		<u> X </u> Copy of City Manager's Report
Decrease Encumbrance	\$ -	<u> n/a </u> Copy of Original Certificate of Funds
Remaining Commission Approval	\$ -	

Amount: \$ <u>100,000.00</u> Fund Code <u>42411 - 2320 - 1159 - 32 -</u> <u> </u> <u> </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - 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: Montgomery County Land Reutilization Corporation

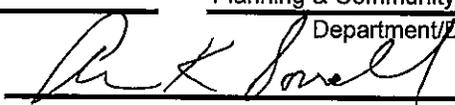
Vendor Address: 130 W. Second Street Dayton OH 45402
Street City State Zip code + 4

Federal ID: 453258410

Commodity Code: 96832

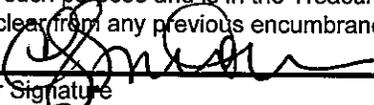
Purpose: To provide additional funds awarded to the Landbank and deadline extensions set by the State of Ohio. This also provides up to \$200,000 to the City to reimburse the Landbank for costs that exceed program limits as imposed by the State of Ohio.

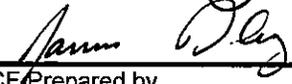
Contact Person: Aaron K. Sorrell Planning & Community Development 5/5/2016
Department/Division Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:  5-9-16
Date

CF Prepared by:  5/6/2016 CT161432
Date CF/CT Number

COMMISSION

MAY 18 2016

CALENDAR

SA 5/6/16

**FIRST AMENDMENT TO THE MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
NEIGHBORHOOD INITIATIVE PROGRAM COMMUNITY AGREEMENT**

THIS FIRST AMENDMENT, entered into this ____ day of _____, 2016, by and between MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION, an Ohio corporation for non-profit, having an address of 451 W. Third Street, Dayton, Ohio (“MCLRC”), and the CITY OF DAYTON, OHIO, a municipal corporation of the State of Ohio (hereinafter referred to as “Participant”).

WITNESSETH, THAT:

WHEREAS, the Ohio Housing Finance Agency (“OHFA”) has awarded MCLRC Neighborhood Initiative Program (“NIP”) funds, which will be used by MCLRC to demolish structures in targeted neighborhoods in order to stabilize home values and curtail health and safety concerns associated with abandoned properties; and

WHEREAS, the Participant and MCLRC executed a Community Agreement on April 30, 2014 to undertake certain activities related to demolishing structures within the City of Dayton; and

WHEREAS, OHFA has awarded additional NIP funds to the MCLRC and adjusted certain program timelines.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the MCLRC and Participant agree as follows:

1. Section 3 (C) “Allocation of Budget” of the Community Agreement shall be deleted in its entirety and replaced by the following:

C. Allocation of Budget. Participant acknowledges that MCLRC will receive from OHFA approximately \$5,905,933 in Round I funding hereinafter the (“Funds”), and may receive additional funds from which MCLRC will use to reimburse itself for the expenses associated with the Project Property. These funds have been allocated to each of four participant communities based upon an allocation policy approved by the MCLRC Board of Directors on March 18, 2014. This policy establishes the method for calculating each community’s allocation of funds (“Allocation of Funds”). This Agreement and the Funds are subject to the terms and conditions of the “Neighborhood Initiative Program Agreement” between the MCLRC and OHFA (the “NIP Agreement”), and the “Neighborhood Initiative Program Guidelines”, which are attached hereto and incorporated by reference. Participant acknowledges that all work to be undertaken pursuant to this Agreement must be completed by October 31, 2017, but may be extended by OHFA as required by the NIP Agreement as amended. Each Project Property will be limited to a total of Twenty-Five Thousand Dollars (\$25,000.00) per Project Property and

Five Thousand Dollars (\$5,000.00) for costs and expenses related to the acquisition of the Project Property, One Thousand Five Hundred Dollars (\$1,500.00) for costs and expenses related to greening and improvements at the Project Property, Four Hundred Dollars (\$400.00) in annual maintenance costs and expenses (up to a maximum of One Thousand Two Hundred Dollars (\$1,200.00) in maintenance costs and expenses), and One Thousand Dollars (\$1,000.00) for administrative costs and expenses incurred by MCLRC. The limits placed upon each Project Property expenses by OHFA are collectively referred to as "Budget Limits". Participant further acknowledges that certain costs associated with the activities provided for under this Agreement are ineligible for reimbursement from NIP funds. Ineligible costs include costs and expenses related to marketing or listing Project Properties for sale or other disposition, litigation costs and expenses and any other costs or expenses designated by the Ohio Housing Finance Agency as being ineligible under the grant. Unless otherwise agreed in writing by MCLRC, Participant will be responsible for any costs and expenses incurred in connection with the activities provided for under this Agreement to the extent costs and expenses exceed the Allocation of Funds or exceed any category of costs and expenses as provided by NIP Guidelines, or Budget Limits, (e.g., acquisition costs that exceed Five Thousand Dollars (\$5,000.00), greening and improvement costs that exceed One Thousand Five Hundred Dollars (\$1,500.00), maintenance costs that exceed Four Hundred Dollars (\$400.00) in any 12-month period or a maximum of One Thousand Two Hundred Dollars (\$1,200.00) in the aggregate or administrative costs and expenses that exceed One Thousand Dollars (\$1,000.00)) or to the extent that costs and expenses are otherwise ineligible for reimbursement. If, during the course of work, the Director or the Project Manager anticipate or determine that costs or expenses will be incurred that exceed Budget Limits, or the Allocation of Funds, then the Director or Project Manager may stop work immediately and contact the Community Representative to discuss the options for completing the work. If the Parties cannot agree, then the Director may at his sole discretion complete the work and any costs in excess of Budget Limits or Allocation of Funds will be reimbursed by the Participant to MCLRC. Participant has allocated \$200,000.00 to reimburse MCLRC for unallowable costs as provided herein, or as established by the Ohio Housing Finance Agency. Participant will pay MCLRC reimbursements based on a submitted invoice and supporting information including:

- 1) Property address
- 2) Total project cost
- 3) Itemized costs in the following categories:
 - a. Asbestos survey and remediation
 - b. Demolition cost
 - c. Landscaping and maintenance
 - d. Other expenses

Unless disputed, Participant will reimburse MCLRC within 30 days of receipt of invoice and supporting documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

CITY OF DAYTON, OHIO

MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION

By: _____
City Manager

By: _____
Michael J. Grauwelman
Executive Director

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

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date May 18, 2016

FROM: Department of Economic Development
Department/Division

Code 16300-2600-1221-41 \$20,000
26205-2390-1159-31 \$25,000

Fund Title Development Fund
Housing & Neighborhood Dev

(CHECK ONE)

Amount \$ 45,000 (expires 12-31-2016)

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

Supplier/Vendor/Company/Individual:

NAME The Democracy Collaborative
ADDRESS 1422 Euclid Avenue #616
Cleveland, OH 44115

Justification and description of purchase, contract or payment:

The Department of Economic Development requests approval to enter into a Professional Services Agreement with The Democracy Collaborative (Consultant), a Maryland Foundation with offices in Cleveland, Ohio. Utilizing both Development and 2016 CDBG Funds, the Consultant will work with City staff to research and recommend innovative economic and community development strategies around the following:

1. Strengthen and support workforce development activities that focus on developing workers' skills and matching them to existing employment opportunities in the community.
2. Explore opportunities to meet the existing procurement demands of anchor institutions through the formation of community-based social and cooperative enterprises.

The Consultant was founded in 2000 at the University of Maryland as a research center dedicated to the pursuit of democratic renewal, increased civic participation, and community revitalization. They have achieved national recognition for their work in Cleveland with the Evergreen Cooperative, an ongoing project that has demonstrated how community-based, worker cooperatives, supported by local anchor institutions, could bring much needed green jobs to disinvested urban communities.

This research project will provide the City with an assessment of the opportunities in our community to strengthen and enhance our existing programs along with an analysis for the potential for new, community based initiatives. The Agreement will commence upon execution by the City and expire on December 31, 2016.

The Department of Law has reviewed and approved this Agreement 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

Division Keill Klein FOR FW
Department Spencer Clements
City Manager

CERTIFICATE OF FUNDS

CT161434

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	12/31/16
Original Commission Approval	\$ 45,000.00
Initial Encumbrance	\$ 45,000.00
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
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: <u> \$ 20,000.00 </u> SEQ#1 Fund Code <u>16300 - 2600 - 1221 - 41 - - </u> <small>Fund Org Acct Prog Act Loc</small>	Amount: <u> \$ 25,000.00 </u> SEQ#2 Fund Code <u>26205 - 2390 - 1159 - 31 - - </u> <small>Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: The Democracy Collaborative

Vendor Address: 1422 Euclid Ave #616 Cleveland Ohio 44114
Street City State Zipcode + 4

Federal ID: 20-0387511

Commodity Code: 96100

Purpose: Research project resulting in an assessment of the opportunities to strengthen our community.

Contact Person: Jill Bramini Economic Development 5/5/2016
Department/Division Date

Originating Department Director's Signature: *Jill P. Weber* *Jan K. ...*

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] 5-9-16
 Finance Director Signature Date

[Signature] 5/9/2016 CT161434
 CF Prepared by Date CF/CT Number

SA 5/9/16

COMMISSION

MAY 18 2016

CALENDAR October 18, 2011

**CDBG AGREEMENT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, 2016, is between the **CITY OF DAYTON OHIO**, a municipal corporation in and of the State of Ohio (hereinafter referred to as “City”) and **THE DEMOCRACY COLLABORATIVE**, a Maryland foundation with offices located at 1422 Euclid Avenue, Cleveland, Ohio 44115, (hereinafter called “Consultant”).

WITNESSETH, THAT:

WHEREAS, The City will receive Entitlement grants from the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”); and,

WHEREAS, The Consultant provides research, training, policy development and other assistance to communities and institutions to build community wealth; and,

WHEREAS, The City desires to engage the Consultant to render certain services through the provisions of the Community Development Block Grant (“CDBG”) program.

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and Consultant agree as follows:

ARTICLE I. SCOPE OF SERVICES

Consultant shall provide the work and professional consulting services (“Services”), in a manner satisfactory to the City, as set out in Exhibit A, “Scope of Services,” which is attached hereto and incorporated herein.

ARTICLE II. PROFESSIONAL CONSULTING SERVICES

A. Professional Qualifications and Warranties

The Consultant represents that it is qualified and permitted by law to perform the professional consulting services to be furnished under the terms of this Agreement. The Consultant represents and warrants that all personnel engaged in the performance of the Services to be provided herein are competent, qualified, and permitted to do the work that they perform. The Consultant also represents and warrants that it has and will maintain adequate facilities and sufficient personnel to perform the professional consulting Services required hereunder.

The Consultant warrants that the Services to be provided hereunder will not violate any existing contracts with third parties or any third party in copyright, trade secret, or other proprietary or intellectual property right.

B. Schedule of Services to be Performed

The Consultant shall perform the Services and shall deliver to the City all requested Services and deliverables within the time period specified in Exhibit B, “Timeline,” which is attached hereto and incorporated herein. If the actual completion of the Service(s) may exceed the time frame set forth in Exhibit B, the Consultant shall immediately advise the City of such delay, specifying the reason(s) for such delay and a new date on which the Service(s) shall be complete, and use its best efforts in taking all measures and precautions to reduce the effect of such delay upon the City’s need for the Services. In the event that the delay in the completion of the service(s) will exceed the time frame set forth within the Project Schedule by five (5) calendar days, the Consultant shall obtain the City’s prior consent and approval of such delay.

C. Standards

The Services to be performed under this Agreement shall be in compliance with and shall not violate any applicable federal, state, and local laws, regulations or orders, and agency association standards. The Consultant and its employees, agents, and/or sub-consultants performing Services under this Agreement shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by planning professionals under similar circumstances.

D. Confidentiality

The Consultant agrees and understands that all Services, including reports, opinion and information to be furnished under this Agreement, are confidential and shall not be divulged, in whole or in part, to any person or entity, other than duly authorized representatives of the City, without prior approval of the City; but excepting therefrom instances wherein disclosure is required by law, including in order of a court of competent jurisdiction or disclosure under oath in a judicial proceeding. The Consultant shall take all necessary steps to ensure that all Consultant employees, agents, and/or sub-consultants abide by and adhere to this confidentiality requirement.

ARTICLE III. TERM OF CONTRACT

This Agreement shall commence upon execution by the City, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and Services required herein shall be completed and this Agreement shall terminate on December 31, 2016.

ARTICLE IV. GRANT OF FUNDS AND PAYMENT

- A. The City shall make available to Consultant the City's 2016 CDBG funds in the amount of **TWENTY-FIVE THOUSAND AND ZERO CENTS (\$25,000.00)** for the Services to be provided by the Consultant pursuant to this Agreement. The 2016 allocation is contingent upon the City's execution of the grant with HUD. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit C, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit C and in accordance with performance. Any indirect costs charged must be consistent with the conditions of Paragraph VII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the City and the Consultant.

Payments may be contingent upon certification of the Consultant's financial management system in accordance with the standards specified in 24 CFR 84.21.

- B. The City shall make available to Consultant City general funds in the amount of **TWENTY THOUSAND AND ZERO CENTS (\$20,000.00)**. Draws for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit C, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit C and in accordance with performance. Any indirect costs charged must be consistent with the conditions of Paragraph VII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the City and the Consultant.

ARTICLE V. **GENERAL CONDITIONS**

A. General Conditions

The Consultant agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that: (1) the Consultant does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Consultant does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Consultant also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Consultant further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

The parties hereby agree that the Consultant 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. Consultant understands and agrees that any and all persons retained or hired to perform the Consultant's duties and responsibilities under this Agreement are not City employees and not entitled to any of the emoluments of City employment. Consultant is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Consultant is an independent contractor.

C. Indemnification

Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Consultant or its employees, agents, Consultant(s), subcontractor(s) and representatives. Further, in the event that Consultant violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, the Consultant shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents and employees.

D. Workers' Compensation

The Consultant shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

Consultant shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The Consultant shall abide by City fiscal

management procedures and federal regulations as set out in 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantor Recognition

The Consultant shall ensure recognition of the grantor agency in providing Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Consultant will include a reference to the support provided in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Consultant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City's Director of the Department of Planning and Community Development or designee, and, if applicable or required, approved by the City Manager and the Commission of the City of Dayton. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Consultant from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Consultant.

H. Suspension or Termination

In accordance with 2 CFR 200.342, the City may suspend or terminate this Agreement if the Consultant materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Consultant to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Consultant to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the City or the Consultant, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

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

ARTICLE VI. CONTACTS

Communication and details concerning this contract shall be directed to the following Representatives:

City of Dayton
Ford Weber, Director
Department of Economic Development
101 W. Third Street
Dayton, Ohio 45402

The Democracy Collaborative
Jessica Bonanno, Director
Strategy Development and Operations
1422 Euclid Avenue, Suite 616
Cleveland, Ohio 44115

ARTICLE VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Consultant agrees to comply with 2 CFR part 200, subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Consultant shall administer its program in conformance 2 CFR part 200, subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

- a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.
- b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

The Consultant shall maintain all records required by the federal regulations specified in 24 CFR 570.506, which are pertinent to the Services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records are required by 24 CFR 570.502 , and 2 CFR part 200, subpart D; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

The Consultant shall maintain client data demonstrating client eligibility for Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. Retention of Records and Documentation

The Consultant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's Consolidated Annual Performance and Evaluation Report ("CAPER") to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

The Consultant understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Consultant's responsibilities with respect to work or Services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

5. Close-Outs

The Consultant's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Consultant has control over CDBG funds, including program income.

6. Audits, Monitoring, and Evaluation

All Consultant records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by Consultant within thirty (30) days after notice thereof. Failure of Consultant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Consultant hereby agrees to have an annual audit conducted in accordance with current City policy concerning Consultant audits and, as applicable, 2 CFR part 200, subpart F, which is incorporated herein by reference.

Consultant shall allow City to conduct on-site monitoring, tests, and inspections according to a mutually agreed upon schedule as defined by Exhibit C, which is attached hereto and incorporated herein. Consultant shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. Property Records

The Consultant shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 560.503 (b) (8), as applicable.

C. Reporting Procedures

1. Program Income

The Consultant shall report no less than quarterly all "Program Income," as defined at 24 CFR, Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by Consultant shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Consultant may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

If indirect costs are charged, the Consultant will develop an indirect cost allocation plan for determining the appropriate Consultant's share of administrative cost and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The City will pay to the Consultant funds available under this Agreement based upon information submitted by the Consultant and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Consultant, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Consultant accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Consultant.

4. Progress Reports

Consultant shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. Procurement

1. Compliance

Consultant shall comply with current City policies concerning the purchase of equipment, goods, Services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Consultant shall procure all materials, property, or Services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Consultant shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Consultant shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Consultant's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Consultant fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Consultant shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Consultant may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Consultant for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Consultant agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Consultant agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Consultant shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Consultant, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Consultant shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide Consultant with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Consultant agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to Consultant to assist in the formulation of such program. Consultant shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Consultant must also submit the proper letter of certification from the Dayton Human Relations Council, which will serve as documentation for their Affirmative Action Plan.

2. Women and Minority-Owned Businesses

The Consultant will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-

heritage Americans, Asian-Americans, and American Indians. Consultant may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Consultant shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Consultant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Consultant will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Consultant is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards

The Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Consultant agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Consultant agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of the higher wage. The Consultant shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

- a. The work to be performed under this contract is subject to the requirement of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where

the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment, or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agrees to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. Conduct

1. Assignability

The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. Subcontracts

a. Approvals

The Consultant shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

b. Monitoring

The Consultant will monitor all subcontracted Services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in

written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Consultant shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Consultant shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. Hatch Act

The Consultant agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Consultant agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Consultant shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Consultant shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Consultant, or any designated public agency.

5. Lobbying

The Consultant hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Consultant agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE IX. SEVERABILITY

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

ARTICLE X. TERMINATION

All of the provisions and remedies afforded in 24 CFR, Part 85.43 are incorporated into and made a part of this Agreement. If Consultant materially fails to comply with any term of this Agreement, City may exercise any of the provisions or remedies therein; provided, however, that City will provide written notice to Consultant at least ten (10) business days prior to the exercise of such provisions and remedies.

City may terminate this Agreement, in whole or in part, for cause, which shall include, but not limited to:

- A. Failure, for any reason, of Consultant to fulfill, in a timely and proper manner, its obligations under this Agreement, including compliance with this Agreement, the approved program and contract conditions, and such statutes, executive orders, and HUD directives as may become applicable to CDBG assisted projects at any time;
- B. Submission by Consultant to City of reports that are incorrect or incomplete in any material respect;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Failure of Consultant to supply City with reports and data necessary to the continuing planning process of City;
- E. Suspension or termination by HUD of the grant to City under which this Agreement is made; provided, however, that if the grant is merely reduced and in the absence of any contrary HUD directive, Consultant may readjust its budget and recommend amendments to City; or
- F. When required by or under the direction of HUD to terminate, assign or transfer this Agreement.

Consultant may propose to terminate this Agreement, in whole or in part, for good cause only, by giving at least thirty (30) days written notice to the City specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of City, and will be acted upon by City within thirty (30) days of receipt of the notice of request to terminate. The decision of City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

This Agreement may also be terminated by either City or Consultant, in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, City may terminate this Agreement in its entirety.

If this Agreement is terminated or canceled for any reason prior to the completion of the Program, as provided at 24 CFR, Part 92.2, all CDBG funds spent on the Program and all remaining funds must be repaid to City within thirty (30) days.

Notwithstanding any of the provisions to the contrary, City may, with the consent of Consultant, suspend, reduce, modify, or terminate any portion of this Agreement in accordance with 2 CFR 200.339.

ARTICLE XI. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XII. WAIVER

The City's failure to act with respect to a breach by the Consultant does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Consultant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Consultant with respect to this Agreement.

ARTICLE XIV. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

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

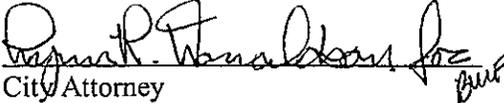
CITY OF DAYTON, OHIO

THE DEMOCRACY COLLABORATIVE

City Manager

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney

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

_____, 2016

Min./Bk. _____ Page .

Clerk of the Commission

EXHIBIT "A"
SCOPE OF SERVICES
THE DEMOCRACY COLLABORATIVE – CONSULTANT

The Democracy Collaborative (Consultant) researches, develops, and promotes new strategies and innovations in economic development that enhance community well-being.

Consultant will propose workforce development and job training social enterprises that link the unemployed and underemployed residents with anchor institution hiring and workforce needs, along with recommending strategies that can help existing enterprises work more effectively. The overarching goal of this model is to provide a clearer conduit to link people to jobs, and develop and hire from the local talent pool, thereby increasing community wealth and investment. This model can be sustained by anchor support, subsidized by the foundation community or public sector.

Consultant will identify community wealth building enterprise development opportunities with the goal of creating good jobs in low-income communities. Community wealth building focuses on the development of worker owned cooperatives, social enterprises, or municipally owned entities that grow and develop local workforce and resources. These types of enterprises are often for profit and have professional management. They leverage demand by linking new or existing small businesses with the goods and services procurement needs of cities or large employers.

Consultant will meet with community anchor institutions to learn about their current procurement practices and future demand. In partnership with the City and local economic development agencies the project will seek to determine viable, long term business opportunities that can support the creation of or expansion by local, DBEs, MBEs, and WBEs.

Deliverables

Initial Meeting

Following execution of the contract, and prior to beginning any work on the project, Consultant will meet with City of Dayton staff to review the scope of work and prepare a memorandum of commencement.

Primary Research

Consultant will conduct preliminary interviews to determine the level of interest from anchors and other stakeholder businesses. Consultant will also work on: a) establishing a baseline of the current state of job training and workforce development programs and partners; b) assessing local policies and practices to determine how they might better encourage localization efforts; c) setting goals for and developing a roadmap for the design of a comprehensive workforce development social enterprise program d) identifying concrete and actionable opportunities for sustainable local hiring and purchasing.

Draft Research Report.

Consultant will deliver a 10 – 15 page report that summarizes the results of the research, mapping sustainable job demand and workforce training opportunities in Dayton. This will

include an initial inventory of existing assets and an overview of several prominent national workforce development and job training social enterprise models and a primer on national best practices applicable to Dayton. The City will review the draft report and provide guidance for completion of the final report.

Final "White-Paper"

At the conclusion of the project, consultant will deliver a white paper outlining the job skills training social enterprise paradigm, outlining best practices suited to Dayton's needs, identifying potential employee pools within the community, determining sustainable anchor hiring trends/demands, and making recommendations to Dayton anchors to lower local hiring barriers, and opportunities for community wealth building enterprise development opportunities. . This white paper will also detail research results mapping local wealth building opportunities in Dayton, and outline national best practices on community wealth building work.

EXHIBIT "B"
TIMELINE
THE DEMOCRACY COLLABORATIVE – CONSULTANT

Development Phase	Target End Date
Initial meeting	May 2016
Preliminary Research	June 30, 2016
Draft Report	July 31, 2016
City Comments	August 15, 2016
White Paper	September 15, 2016

EXHIBIT "C"
BUDGET
THE DEMOCRACY COLLABORATIVE – CONSULTANT

Project Deliverables	Cost
Initial Meeting	\$ 5,000.00
Preliminary Research	\$15,000.00
Draft Report	\$15,000.00
<u>Final White Paper</u>	<u>\$10,000.00</u>
TOTAL	\$45,000.00

Deliverables may be invoiced upon completion and represent all staff time and expenses incurred by consultant.

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager Date May 18, 2016

FROM: Planning & Community Development/Housing Conservation Code 16022-2320-1159-32
Department/Division

Fund Title Demolition

(CHECK ONE)

Amount \$ \$154,904.00 (thru 6-30-2018)

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

Supplier/Vendor/Company/Individual:

NAME CPM Enterprises, LLC

ADDRESS 306 S. Paul L. Dunbar Street
Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL AND COMMERCIAL SECURING I - 2016
(100% SBE PARTICIPATION GOAL/100% SBE ACHIEVED)

The Department of Planning & Community Development requests permission to enter into a contract with CPM Enterprises, LLC for residential and commercial securing services. The Contractor shall provide all materials and labor to secure approximately 510 residential or commercial vacant structures or equivalent square footage, which includes garage doors, and 12 cisterns as assigned by the Housing Conservation Division. There is no list of structures associated with this bid.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, CPM Enterprises, LLC in the amount of \$154,904.00, which is the Base Bid. The estimated cost for the project was \$189,980.00. The time bid for completion is 315 working days.

This project is being funded from a 2016 General Fund capital allocation.

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

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Kein Powell
Division

Clerk

Am K Lovell
Department

Date

April A. Cleveland
City Manager

CERTIFICATE OF FUNDS

CT161433

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT

RENEWAL CONTRACT

CHANGE ORDER

Contract Start Date	May 18, 2016
Expiration Date	June 30, 2018
Original Commission Approval	\$ 154,904.00
Initial Encumbrance	\$ 154,904.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u>\$ 154,904.00</u>	Amount: _____
Fund Code <u>16022 - 2320 - 1159 - 32 - - -</u>	Fund Code _____ - _____ - _____ - _____ - _____ - _____
<small>Fund Org Acct Prog Act Loc</small>	<small>Fund Org Acct Prog Act Loc</small>
Amount: _____	Amount: _____
Fund Code _____ - _____ - _____ - _____ - _____ - _____	Fund Code _____ - _____ - _____ - _____ - _____ - _____
<small>Fund Org Acct Prog Act Loc</small>	<small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: CPM Enterprises, LLC 937.694.6777

Vendor Address: 306 S. Paul L. Dunbar Street, Dayton OH 45402

Federal ID: 010909162

Commodity Code: 96832

Purpose: Nuisance Abatement Program Residential and Commercial Securing I - 2016
(100% SBE Participation)

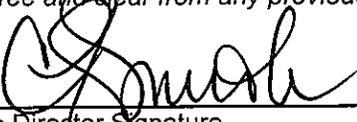
Contract Expires in 315 Working Days

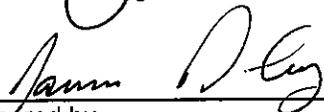
Contact Person: Sheelah Moyer PCD/Hsng Conserv 333-3910
Department/Division Phone Number

Originating Department Director's Signature:  5.5.16
Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:  5-9-16
Date

CF Prepared by:  5/6/2016
Date

CT161433
COMMITTEE
CF/CT Number

MAY 18 2016

SA 5/6/16

CALENDAR October 18, 2011

PROJECT: Nuisance Abatement Program Residential & Commercial Securing I - 2016 (100% SBE Participation)

BID OPENING: March 24, 2016

ESTIMATED COST: \$189,980.00

ESTIMATED COMPLETION DATE: 315 Working Days

	CONTRACTOR	BASE BID	10% SBE	TIME OF COMPLETION
1	XXX CPM Enterprises	\$154,904.00	100%	315 WORKING DAYS
2	Bladecutters, Inc.	\$208,904.00	100%	315 WORKING DAYS

XXX – Apparent Low Bidder



MEMORANDUM

May 3, 2016

TO: Frederick Stovall, Director
Department of Public Works

FROM: RoShawn Winburn, Business and Technical Assistance Administrator 
Human Relations Council (HRC)

SUBJECT: **Nuisance Abatement Program Residential & Commercial Securing I
- 2016 (100% SBE Participation)**

The apparent low bidder, CPM Enterprises, submitted a bid utilizing their own certification status to meet the participation goal. 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. CPM Enterprises	
A. MINORITY BUSINESS ENTERPRISE	
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
CPM Enterprises	100%
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
TOTAL PARTICIPATION	<hr/> 100% SBE

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 333-1403.

Project Name:

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

NAP Residential and Commercial Securing 1 - 2016

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

Please Check One						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>CPM Enterprises, LLC.</u> Tax I.D. Number: <u>01-0909162</u> Street Address: <u>306 S. Paul L. Dunbar St.</u> <u>Dayton, OH 45402</u> City/State/ Zip Code: <u>Dayton, Ohio 45402</u> Phone (area code/#): <u>937-694-6777</u> E-mail: <u>albsk@sbcglobal.net</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Boarding Houses and commercial buildings</u>	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>154,924</u>				Total \$ to subcontract <u>154,924</u>		Total % subcontract: <u>100%</u>
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name: <u>Albert A. Powell</u>				Street Address: <u>306 S. Paul L Dunbar St.</u>		
Sign Name: <u>Albert A. Powell</u>				City/State/Zip: <u>Dayton, Ohio 45402</u>		

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 for NAP Residential AND
Commercial Securing I 2016

Bidder CPM Enterprises, LLC.
306 S. Paul L. Dunbar St.
Dayton, Ohio 45402

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:

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL AND COMMERCIAL SECURING 1-2016
(100 % SBE 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)

**NAP RESIDENTIAL AND
COMMERCIAL SECURING I - 2016
(100% SBE PARTICIPATION)**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>
1	Labor & Materials for Securing Openings using Type A method	6,000	SF	<u>2.40</u>	<u>14,400.</u>
2	Labor & Materials for Securing Openings using Type B method	60,000	SF	<u>2.16</u>	<u>129,600.</u>
3	Labor & Materials for Securing Openings using Type C method	4,000	SF	<u>2.15</u>	<u>8,600.</u> * 1,680.00
4	Labor & Materials for Securing Openings using Type D method	400	SF	<u>4.20</u>	<u>1,700</u>
5	Labor & Materials for Securing Openings using Type E method	12	EA	<u>52.00</u>	<u>624.00</u>
TOTAL BASE BID					<u>\$ 154,924</u> \$ 154,904 3/24/16 K65

Bid Form (Continued)

**NAP RESIDENTIAL AND
COMMERCIAL SECURING I - 2016
(100% SBE 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>TOTALS</u>
TOTAL BASE BID	\$ <u>59,500</u>	\$ <u>95,424</u>	\$ <u>154,924</u>

The time of completion fixed by the City is 315 Work 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 X

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

CPM Enterprises, LLC.

OHIO

Albert A. Powell, CEO

306 S. Paul L. Dunbar St. Dayton, Ohio 45402

306 S. Paul L. Dunbar St. Dayton, Ohio 45402

Telephone 937-694-6777 Fax 937 529-4429

E-mail albsk@sbcglobal.net

Federal I.D.# 01-0909162

Dated this 23 day of March, 2016

Bidder: CPM Enterprises LLC.

(Person, Firm, or Corporation)

By: Albert A. Powell

Title: CEO

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

N/A

_____ 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 _____ 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, CPM Enterprises, LLC 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 24th day of March, 2016.

CPM Enterprises, LLC

By: _____

Bidder

Western Surety Company

By: Katherine J. Scarberry

Katherine J. Scarberry **Surety** Attorney In-Fact

Marsh & McLennan Agency LLC

Name of Insurance Agency

P.O. Box 37, Dayton, Ohio 45401

Address of Insurance Agency

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

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

Ohio Department of Insurance

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



Certificate of Compliance

Issued 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	<u><u>\$1,998,252,964</u></u>

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	<u><u>\$630,226,850</u></u>

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,837	
Unassigned funds	<u>1,083,954,277</u>	
Surplus as regards policyholders		\$1,368,026,114
Total Liabilities and Capital		<u><u>\$1,998,252,964</u></u>

I, Peter Dacy, 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.

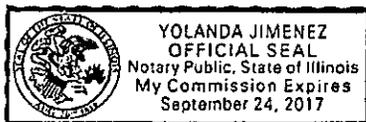


Western Surety Company

By Peter Dacy
Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2015.

My commission expires:



Yolanda Jimenez
Notary Public

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

Katherine J Scarberry, Jennifer L Salm, Nicholas J Bertke, Amanda L Morris, Brenda G Taylor, Nicole A Laber, Michelle A Demmitt, Constance Collins, Tyler John Bertke, Lisa Dawson-Knight, Debra Brummett, Jennifer Eddy, Individually

of Dayton, 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 6th day of January, 2016.



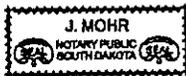
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2016, 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
June 23, 2021



J. Mohr
J. Mohr, 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 24th day of March, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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, Albert Powell hereby certify that CPM
(print name - an Officer of the company)

Enterpnses, LLC. 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: Albert A. Powell
(signature)

Title: C.E.O.

Date: 3/23/10

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.}

non union but will
pay prevailing wage

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____

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

N/A

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.

CPM Enterprises, LLC _____

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

STATE OF OHIO
COUNTY OF Montgomery, ss:

Jenille R. Early being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
CPM Enterprises, LLC. ("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: Albert A. Powell

Title: CEO

STATE OF OHIO
COUNTY OF Montgomery, ss:

before me and subscribe in my presence by Albert A. Powell
this 13th day of March, 2016.



JENILLE R. EARLY, Notary Public
In and for the State of Ohio
My Commission Expires May 9, 2018

Jenille R. Early
Notary Public

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

STATE OF Ohio)
COUNTY OF Montgomery) SS:

Jennifer R. Early, being first duly sworn deposes and states that:

(1) He/she is Albert A. Powell of
(owner, partner, officer, representative, or agent)

CPM Enterprises LLC 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 23rd day of March, 2016.



JENNIFER R. EARLY, Notary Public
for the State of Ohio
My Commission Expires May 9, 2018

Albert A. Powell
SIGNED
CEO
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: NAP Residential And Commercial Securing I- 2016
NAME LOCATION

During the performance of this contract:

CPM Enterprises, LLC 306 S. Paul L. Dunbar St. 937-529-4429
CONTRACTOR ADDRESS TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the 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

CPM Enterprises, LLC. (Contractor)
certifies that:

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

- | | |
|-----------|--|
| Laborer | |
| Carpenter | |
| Driver | |
| Clerk | |
| | |
| | |

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: Albert A. Powell C.E.O.
(Signature of Authorized Representative of Bidder)

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

Ohio | Bureau of Workers'
Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

1592185

CPM ENTERPRISES LLC
306 S PAUL LAURENCE DUNBAR ST
DAYTON, OH 45402-6923

www.bwc.ohio.gov
Issued by:



Period specified below

07/01/2015 through
06/30/2016

Stephen Bucher
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers'
Compensation

You must post this language with the Certificate of Ohio Workers' Compensation

Procurement Enhancement Program Small Business Enterprise Certification

CPM Enterprises LLC

has been determined eligible in the City of Dayton Procurement Enhancement Program by the Human Relations Council for the following work types

16541 Filters, Grease Cleaning (For Vent Hoods)
91039 Janitorial/Custodial Services

in the following certification categories

#23661	DLSB	Dayton Local Small Business Enterprise
#23662	MBE	Minority Business Enterprise
#23663	SBE	Small Business Enterprise

to provide

Construction Services Supplies



W. C. O'Shea

2/27/2018

Expiration Date

Executive Director



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/05/2008	200812300902	ARTICLES OF ORGANIZATION/DOM, LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

LEGALZOOM.COM, INC.
ATTN: JACOB VARGHESE
7083 HOLLYWOOD BLVD., #180
HOLLYWOOD, CA 90028

**STATE OF OHIO
CERTIFICATE**
Ohio Secretary of State, Jennifer Brunner

1777919

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CPM ENTERPRISES LLC

and, that said business records show the filing and recording of:

Document(s)
ARTICLES OF ORGANIZATION/DOM, LLC

Document No(s):
200812300902



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 1st day of May, A.D.
2008.

Ohio Secretary of State

Project Name:

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

NAP Residential and Commercial Securing 1 - 2016

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		
Certified Business Firm Name: <u>CPM Enterprises, LLC.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Boarding Houses and commercial buildings</u>	
Tax I.D. Number: <u>01-0909162</u>						
Street Address: <u>306 S. Paul & Dunbar St. Dayton, OH 45402</u>						
City/State/ Zip Code: <u>Dayton, Ohio 45402</u>						
Phone (area code/#): <u>937-694-6777</u>	E-mail: <u>albsk@sbcglobal.net</u>					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 154,924 Total \$ to subcontract 154,924 Total % subcontract: 100%

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address
Print Name: <u>Albert A. Powell</u>		<u>306 S. Paul L Dunbar St.</u>
Sign Name: <u>Albert A. Powell</u>		
	City/State/Zip	<u>Dayton, Ohio 45402</u>

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____

Participation Goal (list only one): _____

A bidder must submit a separate form for each goal for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **MBE/WBE/SBE/DLSB or HUD3** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the waiver form at the time the bid is submitted. If no explanation is provided, the waiver form will not be accepted. 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 the **MBE/WBE/SBE/DLSB or HUD3** goal based on your good faith efforts; and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. **The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.**

Check if completed	Activity Description
	Solicited the interest of all certified MBE/WBE/SBE/DLSB 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 bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB 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.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	

6.

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

TO: City Manager Date May 18, 2016

FROM: Planning & Community Development/Housing Conservation Code 16022-2320-1159-32
Department/Division

(CHECK ONE)

Fund Title Demolition

Amount \$ \$267,320.00 (thru 12-31-2017)

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

Supplier/Vendor/Company/Individual:
NAME Steve R. Rauch, Inc.
ADDRESS 1550 Soldiers Home-W Carrollton Rd.
Dayton, Ohio 45417

Justification and description of purchase, contract or payment:

NUISANCE ABATEMENT PROGRAM RESIDENTIAL DEMOLITION I - 2016
(10% MBE PARTICIPATION GOAL/10% MBE ACHIEVED)
(5% WBE PARTICIPATION GOAL/5.01% WBE ACHIEVED)

The Department of Planning & Community Development is requesting approval of a contract with Steve R. Rauch, Inc. for demolition services. The Contractor will supply all materials, tools and personnel for the demolition and disposal of approximately 30 residential buildings or equivalent volume, which includes apartment buildings three stories or less, and all associated building material and incidentals thereto. The contract work includes all demolition activities, excavation, back-fill, site grading, landscaping and seeding. There is no list of structures designated for demolition under this bid.

Four bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Steve R. Rauch, Inc., in the amount of \$267,320.00, which is the Base Bid. The estimated cost for the project was \$329,900.00. The time bid for completion is 51 working days.

This project is being funded with a 2016 General Fund Capital allocation.

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

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Kevin Powell
Division

R. K. Powell
Department

Clerk

James H. Clements
City Manager

Date

CERTIFICATE OF FUNDS

CT161431

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

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

Contract Start Date	May 18, 2016
Expiration Date	December 31, 2017
Original Commission Approval	\$ 267,320.00
Initial Encumbrance	\$ 267,320.00
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

<p>Amount: \$ <u> 267,320.00 </u></p> <p>Fund Code <u> 16022 - 2320 - 1159 - 32 - - </u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>	<p>Amount: <u> </u></p> <p>Fund Code <u> - - - - </u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>
<p>Amount: <u> </u></p> <p>Fund Code <u> - - - - </u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>	<p>Amount: <u> </u></p> <p>Fund Code <u> - - - - </u></p> <p style="text-align: center; font-size: small;">Fund Org Acct Prog Act Loc</p>

Attach additional pages for more FOAPALS

Vendor Name: Steve R. Rauch, Inc. 937.274.3861

Vendor Address: 1550 Soldiers Home-West Carrollton Rd. Dayton OH 45414

Street City State Zipcode + 4

Federal ID: 31-0895773

Commodity Code: 96832

Purpose: Nuisance Abatement Program Residential Demolition I - 2016
 (10% MBE and 5% WBE Participation)

Contract Expiration is 51 Working Days

Contact Person: Sheelah Moyer PCD/Hsng Conserv 333-3910

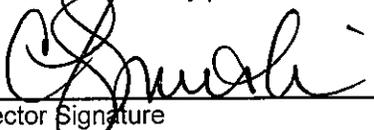
Department/Division Phone Number

Originating Department Director's Signature:  5.5.16

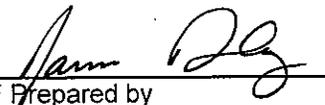
Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:  5-9-16

Date

CF Prepared by:  5/6/2016 CT161431

Date Commission Number

MAY 18 2016

Dayton, Ohio

Department of Public Works

Bid Tabulation For: Nuisance Abatement Program

Residential Demolition I – 2016

(10% MBE and 5% WBE Participation)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
<u>March 24, 2016</u>	<u>\$329,900.00</u>	<u>51 Working Days</u>

<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>*Steve R. Rauch, Inc.</u>	<u>\$267,320.00</u>	<u>-0-</u> 51 Working Days	<u>\$267,320.00</u>
<u>United Demolition & Excavation</u>	<u>\$299,160.00</u>	<u>-0-</u> 51 Working Days	<u>\$299,160.00</u>
<u>Bladecutters, Inc.</u>	<u>\$325,600.00</u>	<u>-0-</u> 51 Working Days	<u>\$325,600.00</u>
<u>Charles F. Jergens Construction, Inc.</u>	<u>\$345,450.00</u>	<u>-0-</u> 51 Working Days	<u>\$345,450.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

***Awarded**
Revised 9/14/98



MEMORANDUM

April 15, 2016

TO: Frederick St, Director
Department of Public Works

FROM: RoShawn Winburn, Business and Technical Assistance Administrator ¹⁰
Human Relations Council (HRC)

SUBJECT: **2016 Nuisance Abatement Program Residential Demolition I – 2016
(10% MBE & 5% WBE)**

The apparent low bidder, Steve R. Rauch, submitted a bid utilizing one certified contractor 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:

RECOMMENDED RANK ORDER	PERCENTAGE OF PARTICIPATION
1. Steve R. Rauch	
A. MINORITY BUSINESS ENTERPRISE Green Star Trucking, Inc	10.00%
B. WOMEN BUSINESS ENTERPRISE Green Star Trucking, Inc	5.01%
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
TOTAL PARTICIPATION	<hr/> 10.00% MBE 5.01% 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 333-1403.



Office: 937/263-2676
Fax: 937/268-3845

EXCAVATION and DEMOLITION
1550 Soldiers Home - W. Carrollton Rd. • Dayton, OH 45417

March 31, 2016

City of Dayton
Vicki Krapf, Senior Contract Compliance Officer
Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402-1417

Re: City of Dayton's Nuisance Abatement Program Residential Demolition I- 2016 (10% MBE & 5% WBE) Project
Prime Contractor: Steve Rauch Inc. – Dayton, OH

Per your written request, dated March 31, 2016 we are providing you with the detailed items requested for the MBE/WBE Subcontractor we plan to utilize for the above referenced project.

The percentages listed below are based on the base bid amount for this project which totals \$238,580.00 and reflect the minimum bid requirement. Steve R Rauch, Inc. is dedicated to, not only meeting the required participation as set forth in the contract documents but exceeding those goals.

10% MBE & 5% WBE requirement:

Greenstar Trucking
426 Glenview Road
Dayton, OH 45426

Services to be provided by this subcontractor:

NAICS Code 484110 - General Freight Trucking-Local
(Hauling of debris and/or topsoil)
NAICS Code 238910 - Site Preparation Contractors (Demolition)
(Providing operators as needed)

Cost Break Down

Unit Cost = \$68.00 per hour
Total Cost = \$40,120.00 (For a total of 590 hours of trucking services)

Equipment listed by Greenstar:

(3) MAC- 4 Axle Dump Trucks

I have attached, for your reference, the City of Dayton certifications for Greenstar. Please feel free to contact me at your convenience, if you require any additional information.

Thank you for your time and consideration,



Steve R. Rauch, President

GREEN STAR TRUCKING, INC.
P.O. BOX 26098
TROTWOOD, OHIO 45426
OFFICE: (937) 837-7703
FAX: (937) 837-7303
CELL: (937) 657-6849

April 2, 2016

Vicki Krapf
Contract Compliance Officer
Human Relations Council
371 West Second Street
Suite 100
Dayton, Oh 45402-4589

Re: Steve Rauch, Inc. for the City of Dayton's Nuisance Abatement Program Residential Demolition I (10% MBE & 5% WBE) project.

Following is the requested information regarding project:

Nuisance Abatement Program Residential Demolition, City of Dayton, Ohio
Green Star Trucking, Inc., P.O. Box 26098, 426 Glenview Road, Trotwood, Ohio 45426
Trucking – hauling of materials only
Estimated Contract amount: **\$40,120.00**
Trucking - \$68.00 per hour - Dump trucks (Tri-Axel) 2 each
3 trucks for a total of 590 hours @\$68.00 per hour

Sincerely,

Joyce Sutton Cameron, President

cc: barb@doublejayinc.com



CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc

January 27, 2016



Katherine H. Crosby
Executive Director

Board of Directors

Amaha Sellassie
Chair

Rev. Dr. Sheny Gale
Vice-Chair

Dr. Olatokunbo
Awoshakin
Scotty Didier
Rev. Darryl Fairchild
Wayne Johnson
Michelle Kaye
Ciya Patrick
Michael White

Steve Rauch, Inc.
Ms. Tina M. Gunter
1550 Soldiers Home-W. Carrollton Road
Dayton, OH 45417

Dear Ms. Gunter:

We have received your Affirmative Action Assurance Form and determined the following:

It is approved for one year and will expire

on February 28, 2017.

If you have any questions, please contact me at (937)333-1430.

Sincerely,

Vicki Krapf
Senior Contract Compliance Officer

NOTE: The above noted approval places your company on The City of Dayton's Approved Bidder's List. This does not certify your company as a Minority, Female or Small Disadvantaged Business

GREEN STAR TRUCKING, INC.
P.O. BOX 26098
TROTWOOD, OHIO 45426
Office: (937) 837-7703
Fax: (937) 837-7303
Cell: (937) 657-6849 (Joyce)
Cell: (937) 572-0837 (James)
email: gstar426@aol.com

March 2, 2016

To: Steve Rauch, Inc.

Attn: Mrs. Tina

Green Star Trucking, Inc. certifications:

DBE - Disadvantage Business Enterprise Program
MBE - Minority Business Enterprise
WBE - Woman Business Enterprise
D-SBE - Disadvantage Small Business Enterprise
EDGE
HUD

EIN: 31-1369408

W9 - available upon request

BWC - available upon request

Insurance Certificate - available upon request

GREEN STAR TRUCKING, INC.
P.O. BOX 26098
TROTWOOD, OHIO 45426
(937) 837-7703 OFFICE
(937) 837-7303 FAX

March 16, 2016

Following is a list of Green Star Trucking, Inc. employees.

John Simmons
11 Woodward Avenue
Dayton, Oh 45417
SS - 296-54-6453

Berry Craig
834 Continental Court
#6
Vandalia, Ohio 45377
SS - 285-54-6305

Submitted by: Joyce Sutton Cameron, President



CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc



Catherine H. Crosby
Executive Director

Board of Directors

Patricia Rickman
Chair

Amaha Sellassie
Vice-Chair

Dr. Olatokunbo
Awoshakin
Jerry Bowling, III
Scotty Didier
Rev. Darryl Fairchild
Rev. Dr. Sherry Gale
Dwayne Johnson
David Larson
Gabriela Pickett-Mosier

March 18, 2016

Ms. Joyce S. Cameron
Green Star Trucking
426 Glenview Road
Trotwood, OH 45426

Dear Ms. Cameron:

The Human Relations Council (HRC) has reviewed your certification application and has made the determination to certify your company in the City of Dayton HUD Section 3 Program. Your company has been approved based on the following:

- 51% Section 3 resident-owned enterprise
- 30% of your permanent, full-time employees include persons who are currently Section 3 residents, or within three years of the date of first employment, were Section 3 residents
- Commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns

The HUD Section 3 certification provides your company with additional opportunities to participate on not only City of Dayton projects and contracts, but also Montgomery County and Greater Dayton Premiere Management (GDPM) projects and contracts. The HUD Section 3 certification must be renewed annually, but may require periodic updates to your file during the certification period to ensure your company is in compliance with HUD Section 3 regulations.

If we can be of further assistance, please feel free to call us at (937) 333-1403.

Sincerely,

Juleda Hyde
Contract Compliance Assistant
City of Dayton Human Relations Council

cc: Ms. Catherine Crosby



CITY OF DAYTON, OHIO HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc

May 21, 2015

CERTIFICATION LETTER

Ms. Joyce Sutton Cameron
Green Star Trucking, Inc.
426 Glenview Road
Trotwood, OH 45426

Dear Ms. Sutton Cameron:

The Human Relations Council (HRC) has reviewed your certification application and has made the determination to certify Green Star Trucking, Inc. in the City of Dayton Procurement Enhancement Program (PEP). We are pleased to inform you that your company has been certified to by the City of Dayton HRC for the following certification categories:

<u>SBE</u> <u>PROGRAM</u>	
Construction	<input checked="" type="checkbox"/>
(Specialty	<input checked="" type="checkbox"/>)
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

<u>MBE</u> <u>PROGRAM</u>	
Construction	<input checked="" type="checkbox"/>
(Specialty	<input checked="" type="checkbox"/>)
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

<u>WBE</u> <u>PROGRAM</u>	
Construction	<input checked="" type="checkbox"/>
(Specialty	<input checked="" type="checkbox"/>)
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

<u>DLSB</u> <u>PROGRAM</u>	
Construction	<input type="checkbox"/>
(Specialty	<input type="checkbox"/>)
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

our company is now certified to perform work, provide services or provide supplies which may be credited toward the City's inclusion goals in the following NAICS Codes:

NAICS Code	Description
484110	General Freight Trucking, Local (Projects utilizing no more than four (4) trucks)
239910	Site Preparation Contractors (Demolition)
Commodity Codes: 96286	

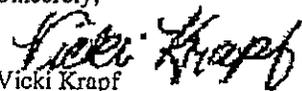
This PEP certification provides your company with additional opportunities to participate on City of Dayton projects and contracts. Your PEP certification expires on May 21, 2018. It is your responsibility to notify our office immediately when your address, phone number, or e-mail address changes. If you fail to do so, your company may miss out on certain bid opportunities.

The City of Dayton has a reciprocity agreement with the State of Ohio EDGE program. If you are not EDGE certified: You may request certification by completing a Cross Certification Affidavit. This affidavit can be accessed on the following link: <https://ohiobusinessgateway.ohio.gov> (requires an Ohio Business Gateway login).

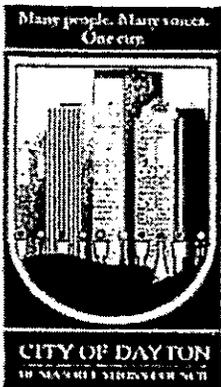
Please be advised that the HUD Section 3 certification is a separate certification program. If you have any questions, please contact the HUD Section 3 Coordinator at (937) 333-1405.

If we can be of further assistance, please feel free to call us at (937) 333-1430.

Sincerely,


Vicki Krapf
Contract Compliance Officer

cc: Catherine Crosby, Executive Director
Roshawn Winburn, Business and Technical Assistance Administrator



Catherine H. Crosby
Executive Director

Board of Directors

Patricia Rickman
Chair

Amaha Sellassie
Vice-Chair

Dr. Olatokunbo
Awoshakin
Scotty Didier
Rev. Darryl Fairchild
Rev. Dr. Sherry Gale
Dwayne Johnson
David Larson
Kiya Patrick
Gabriela Pickett-Mosier



Department of Administrative Services
Equal Opportunity Division

03/28/2015

Joyce Cameron
Green Star Trucking
426 Glenview Road
Trotwood, OH 45426

Dear Joyce Cameron:

SUBJECT: Encouraging Diversity, Growth and Equity (EDGE) Program
Certification Number EDGE-7833
Effective Dates: 03/28/2015 through 03/28/2017

As you are aware, a company desiring to participate in the State of Ohio's Encouraging Diversity, Growth and Equity program must demonstrate to this Office that the company is owned and controlled by an individual that is socially and economically disadvantaged for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that Green Star Trucking satisfactorily meets the requirements set forth in Section 123:2-16-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State's official certification to this effect.

This letter also acknowledges that Green Star Trucking is approved for EDGE program participation under the Construction procurement category, and has demonstrated capability and/or experience for a period of one year from the date of this letter in the following UNSPSC and CSI codes:

UNSPSC Codes	CSI Codes
1. 78000000 Transportation and Storage and Mail Services	1. 34 00 00 Transportation
2. 78140000 Transport services	2. 41 62 00 Trucks
3. 78101800 Road cargo transport	3. 41 62 16 Dump Trucks

Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company's qualifications for continuing participation in the EDGE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company's name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.

So that Green Star Trucking is able to maximize the opportunity to provide its various EDGE-approved business services to the State of Ohio, we strongly suggest that you contact the following agencies:

<http://eodreporting.oit.ohio.gov/EDGEReport.aspx?ID=11658>

12/24/2015

1. The Office of State Purchasing , within DAS's General Services Division, provides free registration at www.das.ohio.gov/gsd or by calling the office at 614.466.4635. This office provides electronic notice of purchasing opportunities for specified supplies or services (bid notices) to any vendor who has registered with DAS. Opportunities for architectural, engineering and construction service providers can be accessed at www.ohio.gov/SAO.
2. The Ohio Department of Development offers business development assistance in the areas of management, technical, financial, contract procurement assistance, loan and bond packaging services. The office can be contacted at 614.466.5700 or 800.848.1300 ext. 65700.

As the EDGE program indicates, the State of Ohio values diversity among its business partners, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company by approving its participation in this vendor preference and business development program. If you need any assistance or have questions about the EDGE program, its objectives or its operation, please contact the Equal Opportunity Division's Certification Unit at 614.466.8380.

Sincerely,



Gregory L. Williams
Deputy Director
State EEO Coordinator

Service, Support, Solutions for Ohio Government

The State of Ohio is an equal opportunity employer.

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228
Phone 614-466-8380 | FAX 614-728-5628 | Web: www.das.ohio.gov/cod

John Kasich, Governor
Robert Blair, DAS Director
Gregory L. Williams, Deputy Director

PROJECT: Nuisance Abatement Program Residential Demolition I - 2016 (10% MBE And 5% WBE Participation)

BID OPENING: March 24, 2016

ESTIMATED COST: \$329,900.00

ESTIMATED COMPLETION DATE: 51 Working Days

	CONTRACTOR	BASE BID	10% MBE	10% WBE	WAIVER
1	XXX Steve R. Rauch, Inc.	267,320.00	10%	5%	
2	United Demolition & Excavation	\$299,160.00	20%	0%	NO
3	Bladecutters, Inc.	\$325,600.00	10%	90%	
4	Charles F. Jergens Construction, Inc.	\$345,450.00	10%	5%	

XXX – Apparent Low Bidder

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

Nuisance Abatement Program
Residential Demolition - I 2016
(10% MBE and 5% WBE
Participation)

Bidder

Steve Rauch Inc.
1550 Soldiers Home w/c Rd.
Dayton, OH 45417

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:

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION I – 2016
(10% MBE AND 5% WBE PARTICIPATION)

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

Bid Form (Continued)

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION I – 2016
(10% MBE AND 5% WBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
1	Structural Demolition	2,000,000	CF	\$ <u>0.13</u>	\$ <u>260,000.00</u>
2	Debris Removal	16,000	CF	\$ <u>0.02</u>	\$ <u>320.00</u>
3	Landscaping	175,000	SF	\$ <u>0.04</u>	\$ <u>7,000.00</u>
				BASE BID	\$ <u>267,320.00</u>

Bid Form (Continued)

NUISANCE ABATEMENT PROGRAM
RESIDENTIAL DEMOLITION I - 2016
(10% MBE AND 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>TOTALS</u>
TOTAL BASE BID	\$ <u>40,098.00</u>	\$ <u>227,222.00</u>	\$ <u>267,320.00</u>

The time of completion fixed by the City is 51 Working 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 X

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 _____

Telephone _____

Corporation
Name _____

Steve Rauch Inc.

State of Incorporation _____

Ohio

Name and Title of
Officers with Authority
to Sign Contract _____

Steve R. Rauch, President

Home Office Address _____

1550 Soldiers Home West Carrollton Road

Local Address _____

Dayton, OH 45417

Telephone (937) 263-2676

Fax (937) 268-3845

E-mail bids@steverauch.com

Federal I.D.# 31-0895773

Dated this 23 day of march, 2016

Bidder: Steve Rauch Inc.

(Person, Firm, or Corporation)

By: Steve R. Rauch

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 n/a Dollars
on _____ Bank
of _____ is Attached.

Bidder

Cash in the amount of n/a
Dollars is attached.

Bidder

BID BOND

Amount \$ SEE ATTACHED BID BOND FROM CARRIER

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

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

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

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

Bidder

Surety

Name of Insurance Agency

Address of Insurance Agency

Telephone _____ FAX _____

BID BOND

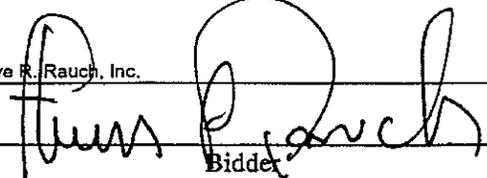
Amount \$ Ten Percent of Amount Bid (10% of Bid)

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Steve R. Rauch, Inc., 1550 Soldiers Home-W. Carrollton Road, Dayton, OH 45417 named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 24th day of March, 2016.

Nuisance Abatement Residential Demolition I - 2016

Steve R. Rauch, Inc.
By: 
Bidder

Lexon Insurance Company
By: 
Surety Sheryon Quinn, Attorney-In-Fact

Lexon Insurance Company
Name of Insurance Agency

10002 Shelbyville Road, Suite 100, Louisville, KY 40223
Address of Insurance Agency

Telephone 615-553-9500 FAX 615-553-9502

POWER OF ATTORNEY

LX- 264155

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Jessica Nowlin, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Wortham, Beth Frymire its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY [Signature]
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY [Signature]
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of March, 2016.



BY [Signature]
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

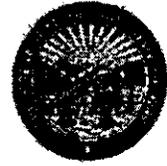
Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3258
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/23/2015

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

LEXON INSURANCE COMPANY

of Texas 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

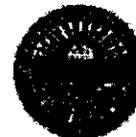
Surety

LEXON INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$161,709,369, liabilities in the amount of \$109,195,915, and surplus of at least \$52,513,454.

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

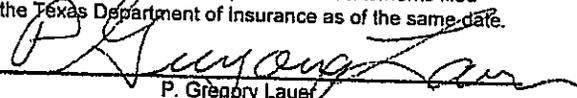


LEXON INSURANCE COMPANY
FINANCIAL STATEMENT SUMMARY
As of December 31, 2014

ASSETS		LIABILITIES	
Bonds	\$70,106,366	Reserve for Losses and Loss Expense	\$23,667,439
Money Market &/or Stocks	15,406,596	Reinsurance payable on paid losses	606,476
Real Estate	9,137,649	Reserve for Unearned Premiums	29,534,824
Cash and Short-Term Investments	45,204,725	Reserve for Other Expenses	1,368,401
Receivables for Securities	51,724	Reserve for Taxes, Licenses, and Fees	295,000
Agents' Balances &/or Uncollected Premiums	8,835,599	Reserve for Current Federal Income Taxes	0
Investment Income Due & Accrued	517,986	Ceded Reinsurance Premiums Payable	5,075,240
Aggregate Write-ins for Invested Assets	137,975	Funds Held Under Reinsurance Treaty	100,000
Amounts Recoverable from Reinsurers	1,158,236	Reserve for Unauthorized Reinsurance	638,000
Funds Held or Deposited with Reinsured Companies	0	Payable to Parent, Subsidiaries and Affiliates	275,091
Receivable from Parent, Subsidiaries and Affiliates	97,288	Collateral Held	47,003,103
Aggregate write-ins for other than Invested Assets	6,604,015	Other Liabilities	632,341
Other Assets	4,451,210	Total Liabilities	\$109,195,915
Total Assets	\$161,709,369	POLICYHOLDERS' SURPLUS	
		Capital Stock & Paid In Surplus	\$36,322,749
		Surplus	16,190,705
		Total Policyholder Surplus	\$52,513,454
		Total Liabilities & Policyholder Surplus	\$161,709,369

CERTIFICATE

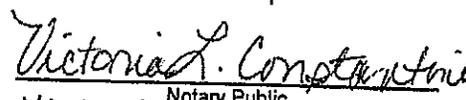
I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2014. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

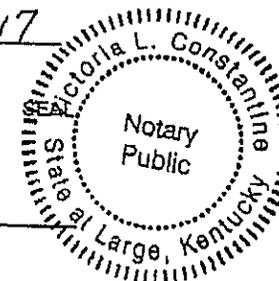

P. Gregory Lauer
CFO, Secretary, VP & Assistant Treasurer

SUBSCRIBED

and sworn to me this 20th day of March 2015.

My commission expires: April 22, 2017


Notary Public
Victoria L. Constantine
Printed Name



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

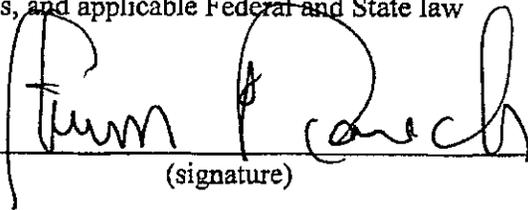
Ordinances, I, Steve R. Rauch hereby certify that _____
(print name – an Officer of the company)

Steve Rauch 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:

3-23-14

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

<u>Medical Insurance</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____

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

<u>Green Star Trucking</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.

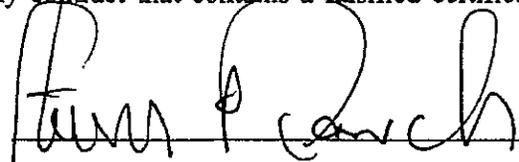
<u>Green Star Trucking</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

STATE OF OHIO,
COUNTY OF Montgomery, ss:

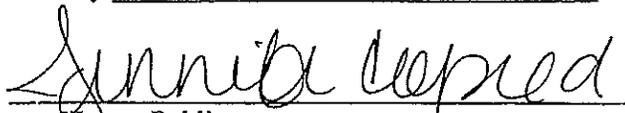
Steve R. Rauch being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Steve Rauch Inc ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - Corporation organized and existing under the laws of the State of Ohio.
 - Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: 
Title: President

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Sworn to before me and subscribe in my presence by Steve R. Rauch
this 23rd day of MARCH 2014.


Notary Public

JENNIFER COPELAND, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 8, 2018

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: Nuisance Abatement Program - Residential Demolition I - 2016 Dayton, OH

NAME

LOCATION

During the performance of this contract:

Steve Rauch Inc.

1550 Soldiers Home WC Rd. Dayton, OH 45417

(937) 263-2676/(937) 268-3845

CONTRACTOR

ADDRESS

TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the 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

Steve Rauch Inc. _____ (Contractor)
certifies that:

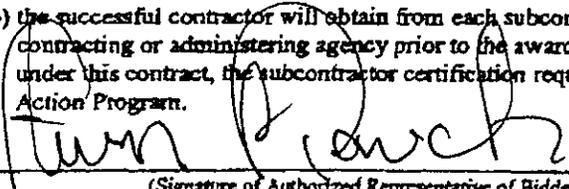
1. The following listed construction trades will be used in performance of this project.

<u>Trucking</u>	_____
<u>Operators</u>	_____
<u>Laborers</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 of Authorized Representative of Bidder)

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

GREEN STAR TRUCKING, INC.
P.O. BOX 26098
TROTWOOD, OHIO 45426
Office: (937) 837-7703
Fax: (937) 837-7303
Cell: (937) 657-6849 (Joyce)
Cell: (937) 572-0837 (James)
email: gstar426@aol.com

March 2, 2016

To: Steve Rauch, Inc.

Attn: Mrs. Tina

Green Star Trucking, Inc. certifications:

DBE - Disadvantage Business Enterprise Program
MBE - Minority Business Enterprise
WBE - Woman Business Enterprise
D-SBE - Disadvantage Small Business Enterprise
EDGE
HUD

EIN: 31-1369408

W9 - available upon request

BWC - available upon request

Insurance Certificate - available upon request

GREEN STAR TRUCKING, INC.
P.O. BOX 26098
TROTWOOD, OHIO 45426
(937) 837-7703 OFFICE
(937) 837-7303 FAX

March 16, 2016

Following is a list of Green Star Trucking, Inc. employees.

John Simmons
11 Woodward Avenue
Dayton, Oh 45417
SS - 296-54-6453

Berry Craig
834 Continental Court
#6
Vandalia, Ohio 45377
SS - 285-54-6305

Submitted by: Joyce Sutton Cameron, President



CITY OF DAYTON, OHIO

HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 100, Dayton, OH 45402-1417

(937) 333-1403 • FAX 222-4589

www.daytonohio.gov/departments/hrc



Catherine H. Crosby
Executive Director

Board of Directors

Patricia Rickman
Chair

Amaha Sellassie
Vice-Chair

Dr. Olatokunbo
Awoshakin
Jerry Bowling, III
Scotty Didier
Rev. Darryl Fairchild
Rev. Dr. Sherry Gale
Dwayne Johnson
David Larson
Gabriela Pickett-Mosier

March 18, 2016

Ms. Joyce S. Cameron
Green Star Trucking
426 Glenview Road
Trotwood, OH 45426

Dear Ms. Cameron:

The Human Relations Council (HRC) has reviewed your certification application and has made the determination to certify your company in the City of Dayton HUD Section 3 Program. Your company has been approved based on the following:

- 51% Section 3 resident-owned enterprise
- 30% of your permanent, full-time employees include persons who are currently Section 3 residents, or within three years of the date of first employment, were Section 3 residents
- Commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns

The HUD Section 3 certification provides your company with additional opportunities to participate on not only City of Dayton projects and contracts, but also Montgomery County and Greater Dayton Premiere Management (GDPM) projects and contracts. The HUD Section 3 certification must be renewed annually, but may require periodic updates to your file during the certification period to ensure your company is in compliance with HUD Section 3 regulations.

If we can be of further assistance, please feel free to call us at (937) 333-1403.

Sincerely,

Juleda Hyde
Contract Compliance Assistant
City of Dayton Human Relations Council

cc: Ms. Catherine Crosby



CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL

371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc

May 21, 2015

CERTIFICATION LETTER

Ms. Joyce Sutton Cameron
Green Star Trucking, Inc.
426 Glenview Road
Trotwood, OH 45426

Dear Ms. Sutton Cameron:

The Human Relations Council (HRC) has reviewed your certification application and has made the determination to certify Green Star Trucking, Inc. in the City of Dayton Procurement Enhancement Program (PEP). We are pleased to inform you that your company has been certified to by the City of Dayton HRC for the following certification categories:

<u>SBE</u> <u>PROGRAM</u>	
Construction	<input checked="" type="checkbox"/>
(Specialty	<input checked="" type="checkbox"/>
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

<u>MBE</u> <u>PROGRAM</u>	
Construction	<input checked="" type="checkbox"/>
(Specialty	<input checked="" type="checkbox"/>
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

<u>WBE</u> <u>PROGRAM</u>	
Construction	<input checked="" type="checkbox"/>
(Specialty	<input checked="" type="checkbox"/>
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

<u>DLSB</u> <u>PROGRAM</u>	
Construction	<input type="checkbox"/>
(Specialty	<input type="checkbox"/>
Service	<input type="checkbox"/>
Supplies	<input type="checkbox"/>

our company is now certified to perform work, provide services or provide supplies which may be credited toward the City's inclusion goals in the following NAICS Codes:

NAICS Code	Description
484110	General Freight Trucking, Local (Projects utilizing no more than four (4) trucks)
239910	Site Preparation Contractors (Demolition)
Commodity Codes: 96286	

This PEP certification provides your company with additional opportunities to participate on City of Dayton projects and contracts. Your PEP certification expires on May 21, 2018. It is your responsibility to notify our office immediately when your address, phone number, or e-mail address changes. If you fail to do so, your company may miss out on certain bid opportunities.

The City of Dayton has a reciprocity agreement with the State of Ohio EDGE program. If you are not EDGE certified: You may request certification by completing a Cross Certification Affidavit. This affidavit can be accessed on the following link: <https://ohiobusinessgateway.ohio.gov> (requires an Ohio Business Gateway login).

Please be advised that the HUD Section 3 certification is a separate certification program. If you have any questions, please contact the HUD Section 3 Coordinator at (937) 333-1405.

If we can be of further assistance, please feel free to call us at (937) 333-1430.

Sincerely,

Vicki Krapf
Vicki Krapf
Contract Compliance Officer

cc: Catherine Crosby, Executive Director
Roshawn Winburn, Business and Technical Assistance Administrator



Catherine H. Crosby
Executive Director

Board of Directors

Patricia Rickman
Chair

Amaha Sellassie
Vice-Chair

Dr. Olatokunbo
Awoshakin
Scotty Didier
Rev. Darryl Fairchild
Rev. Dr. Sherry Gale
Dwayne Johnson
David Larson
Kiya Patrick
Gabriela Pickett-Mosier



Department of Administrative Services
Equal Opportunity Division

03/28/2015

Joyce Cameron
Green Star Trucking
426 Glenview Road
Trotwood, OH 45426

Dear Joyce Cameron:

SUBJECT: Encouraging Diversity, Growth and Equity (EDGE) Program
Certification Number EDGE-7833
Effective Dates: 03/28/2015 through 03/28/2017

As you are aware, a company desiring to participate in the State of Ohio's Encouraging Diversity, Growth and Equity program must demonstrate to this Office that the company is owned and controlled by an individual that is socially and economically disadvantaged for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that Green Star Trucking satisfactorily meets the requirements set forth in Section 123:2-16-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State's official certification to this effect.

This letter also acknowledges that Green Star Trucking is approved for EDGE program participation under the Construction procurement category, and has demonstrated capability and/or experience for a period of one year from the date of this letter in the following UNSPSC and CSI codes:

UNSPSC Codes	CSI Codes
1. 78000000 Transportation and Storage and Mail Services	1. 34 00 00 Transportation
2. 78140000 Transport services	2. 41 62 00 Trucks
3. 78101800 Road cargo transport	3. 41 62 16 Dump Trucks

Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company's qualifications for continuing participation in the EDGE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company's name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.

So that Green Star Trucking is able to maximize the opportunity to provide its various EDGE-approved business services to the State of Ohio, we strongly suggest that you contact the following agencies:

<http://eodreporting.oit.ohio.gov/EDGEReport.aspx?ID=11658>

12/24/2015

1. The Office of State Purchasing , within DAS's General Services Division, provides free registration at www.das.ohio.gov/gsd or by calling the office at 614.466.4635. This office provides electronic notice of purchasing opportunities for specified supplies or services (bid notices) to any vendor who has registered with DAS. Opportunities for architectural, engineering and construction service providers can be accessed at www.ohio.gov/SAO.
2. The Ohio Department of Development offers business development assistance in the areas of management, technical, financial, contract procurement assistance, loan and bond packaging services. The office can be contacted at 614.466.5700 or 800.848.1300 ext. 65700.

As the EDGE program indicates, the State of Ohio values diversity among its business partners, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company by approving its participation in this vendor preference and business development program. If you need any assistance or have questions about the EDGE program, its objectives or its operation, please contact the Equal Opportunity Division's Certification Unit at 614.466.8380.

Sincerely,



Gregory L. Williams
Deputy Director
State EEO Coordinator

Service, Support, Solutions for Ohio Government

The State of Ohio is an equal opportunity employer.

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228
Phone 614-466-8380 | FAX 614-728-5628 | Web: www.das.ohio.gov/eod

John Kasich, Governor
Robert Blair, DAS Director
Gregory L. Williams, Deputy Director

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date 3-23-16

Project: Nuisance Abatement Program Residential I - 2016

Participation Goal (list only one): NOT APPLICABLE

A bidder must submit a separate form for each goal for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **MBE/WBE/SBE/DLSB or HUD3** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the waiver form at the time the bid is submitted. If no explanation is provided, the waiver form will not be accepted. 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 the **MBE/WBE/SBE/DLSB or HUD3** goal based on your good faith efforts; and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. **The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.**

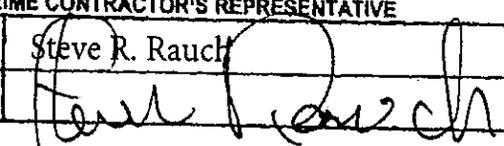
Check if completed	Activity Description
	Solicited the interest of all certified MBE/WBE/SBE/DLSB or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB or HUD3 sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with MBE/WBE/SBE/DLSB or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected MBE/WBE/SBE/DLSB 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.
	Provided interested MBE/WBE/SBE/DLSB or HUD3 with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB or HUD3). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	Steve Rauch Inc.

not applicable

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

Project Name: Nuisance Abatement Program Residential Demolition I- 2016

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>Green Star Trucking, Inc.</u> Tax I.D. Number: <u>31-1369408</u> Street Address: <u>426 Glenview Road</u> City/State/ Zip Code: <u>Trotwood, OH 45426</u> Phone (area code/#): <u>937-837-7703</u> E-mail: <u>gstar426@aol.com</u>					Trucking	Selective Demolition
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>267,320.00</u> Total \$ to subcontract <u>\$40,098.00</u> Total % subcontract: <u>15</u>						
PRIME CONTRACTOR'S REPRESENTATIVE Print Name: <u>Steve R. Rauch</u> Sign Name: 				Street Address: <u>1550 Soldiers Home West Carrollton Road</u> City/State/Zip: <u>Dayton, OH 45417</u>		



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

668072-0

Period specified below

**07/01/2015 through
06/30/2016**

**STEVE RAUCH INCORPORATED
1550 SOLDIERS HOME W. CARROLLTON RD
DAYTON, OH 45417-2146**



www.bwc.ohio.gov

Issued by:

Stephen Bucher
Administrator/CEO

You can reproduce this certificate as needed.



Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date May 18, 2016

FROM: Central Services/Facilities Management
Department/Division

Code 10000-5540-1158-54 (exp) \$250,00
10000-5540-22553-54 (rev) \$400,000

(CHECK ONE)

- Purchase Order
- Price Agreement
- Award of Contract
- Other Management Agreement-Sixth Renewal Option
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Fund Title General

Amount \$ 250,000 Est. Mgt Exp
\$400,000 Est. Rev to City (thru 6/17)

Supplier/Vendor/Company/Individual:

NAME ABM Parking Services
 ADDRESS 40 N. Main St., #1540
Dayton, Ohio 45423

Justification and description of purchase, contract or payment:

The Department of Central Services recommends authority to exercise the sixth of six one-year renewal options with ABM Parking Services, Inc., (previously doing business as AMPCO Parking). This Agreement provides for the day to day administration and operations of the Municipal Parking Garage. The original contract was signed and approved by the City Commission, December 23, 2008 for the period January 1, 2009 through June 30, 2011 with renewal options.

Additional spending authority is required to pay management fees and expenses to ABM Parking Services, Inc. for the renewal period of July 1, 2016 through June 30, 2017. The estimated expense to the City for ABM to manage and maintain the Municipal Garage during this term is \$250,000. The estimated revenue expected to be generated during this term is \$400,000. Management fee payments for the amendment term are as follows:

July 1 – December 31, 2016 \$125,000
January 1 – June 30, 2017 \$125,000

The current balance on CT#16-4647 is expected to be expended by June 30, 2016. We recommend \$125,000 in spending authority to increase CT16-4647 to cover expenses through December 31, 2016. January 1 – June 30, 2017 expenditures are anticipated to be \$125,000 for an overall management fee of \$250,000.

A Certificate of Revenue and a Certificate of Funds are attached.

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

Approved Affirmative Action Program on Yes No NA

Approved by City Commission

Clerk

Date

[Signature]
Division

[Signature]
Department

[Signature]
City Manager

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name ABM Parking Services
Address 40 N. Main Street, Suite 1540
City Dayton State Ohio Zip+4 45423 -
Customer # 952495556 Address Location # F1
Federal ID# 952495556

Revenue Information: Fund 10000 Organization 5540 Revenue 22553 Program 54

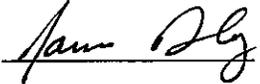
Contract Information: Contract Start Date 7/1/2016 Contract Expiration Date 6/30/2017

Billing Information: Rate: \$400,000 Arrears Pre-bill
Monthly (1st month of billing) July 1, 2016
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date Rate Change Amount

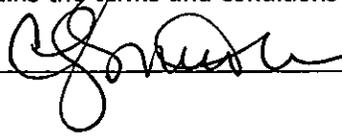
Description of Services (wording on invoice): This is a renewal of the existing contract with ABM Parking Services for management of the Municipal Garage for a 12 month period with projected revenue of \$400,000 for the period of 7/1/16 through 6/30/17. Receipts are deposited into the City's bank account on a daily basis by ABM Parking Services.

Departmental Approval 

TO BE COMPLETED BY FINANCE

City Reference Number 2-5556-2 Auditor  Date 5/6/2016

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 

SIXTH AMENDMENT TO OPERATING AGREEMENT

This Sixth Amendment to Public Parking Facilities Operating Agreement (“Sixth Amendment”) is entered into this ____ day of ____, 2016, by and between **ABM Parking Services, Inc.**, formerly known as AMPCO System Parking (“Operator”), currently located at 40 North Main Street, Suite 1540, Dayton, Ohio 45402, and **THE CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio (“Owner”).

Whereas, Owner and Operator entered into an Operating Agreement Covering the Operation of the City-owned Parking Facilities located at the Municipal Garage on December 23, 2008 which was approved by the Commission of the City of Dayton; and,

Whereas, Ampco System Parking, by virtue of the requisite filings made with the Ohio Secretary of State on April 25, 2012 and March 4, 2013, effected a name change, and is now known as ABM Parking Services, Inc.; and,

Whereas, the Agreement, as amended, had an initial term that commenced on January 1, 2009 and terminated on June 30, 2011, but provided the Owner with an option to renew the Agreement for six (6) additional one-year periods; and,

Whereas, Owner and Operator exercised the first of six one-year optional renewal periods by a First Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the second of six one-year optional renewal periods by a Second Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the third of six one-year optional renewal periods by a Third Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the fourth of six one-year optional renewal periods by a Fourth Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the fifth of six one-year optional renewal periods by a Fifth Amendment to Operating Agreement; and,

Whereas, the current Agreement expires on June 30, 2016; and,

Whereas, in order to accommodate the Owner's need for additional operation and management services, the Owner wishes to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, Owner and Operator agree as follows:

1. The term of the Agreement is extended to June 30, 2017 by the Owner's exercise of its option to renew the Agreement for a sixth additional one-year period in accordance with Article III of the Agreement.

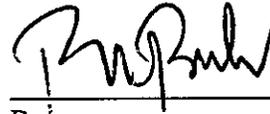
2. Except as amended by this Sixth Amendment, all provisions of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Owner and Operator, each by a duly authorized representative, have entered into this Sixth Amendment on the date first set forth above.

THE CITY OF DAYTON, OHIO

ABM PARKING SERVICES, INC.

City Manager



By:

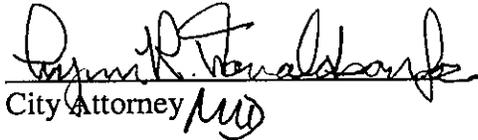
Benjamin G. Bush

Print Name:

Vice-President

Its:

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney *MD*

**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

Date May 18, 2016

FROM: RYS - Convention Center
Department/Division

11000-3510-1158-11 (exp) \$500,249
Code 11000-3510-22552-11 (rev) \$415,000

(CHECK ONE)

Fund Title Convention Center

\$500,249 Est Mgt Exp (thru 6/30/17)
Amount \$ \$415,000 Est Rev to City (thru 6/30/17)

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

Supplier/Vendor/Company/Individual:

Name ABM (formerly Ampco System Parking)

Address 40 N Main Street, Suite 1540

Dayton, OH 45402

Justification and description of purchase, contract or payment:

The Convention Center (DCC) and ABM have mutually agreed to extend/amend the current agreement to allow six one-year renewal options rather than the four one-year renewal options agreed to in June 2014. The DCC requests to exercise the sixth of six one-year renewal options for ABM to manage day-to-day operations of the Transportation Center Parking Garage (TCG). The original agreement was approved by the City on 6/25/2008, Calendar Item #9.

The estimated expense to the City for ABM to manage and maintain the TCG over the life of this option is \$500,249. The estimated revenue expected to be generated is \$415,000. The estimated expenditure of funds to cover management fee payments for this term is as follows:

July 1-December 31, 2016	\$250,124	January 1-June 30, 2017	\$250,125
--------------------------	-----------	-------------------------	-----------

The management fee for this agreement is higher than anticipated revenues due in part to increased cost to manage the facility (security, utilities, maintenance of aged equipment). The initial encumbrance will be \$250,124.

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

A Certificate of Funds and a Certificate of Revenue are attached.

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Clerk

Date

Division

Robert W. Wilke
Department

David J. Cleverly
City Manager

SIXTH AMENDMENT TO OPERATING AGREEMENT

This Sixth Amendment to Public Parking Facilities Operating Agreement (“Sixth Amendment”) is entered into this ____ day of ____, 2016, by and between **ABM Parking Services, Inc.**, formerly known as AMPCO System Parking (“Operator”), currently located at 40 North Main Street, Suite 1540, Dayton, Ohio 45402, and **THE CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio (“Owner”).

Whereas, Owner and Operator entered into an Operating Agreement Covering the Operation of the City-owned Parking Facilities located at the Transportation Center on July 1, 2008 which was approved by the Commission of the City of Dayton; and,

Whereas, Ampco System Parking, by virtue of the requisite filings made with the Ohio Secretary of State on April 25, 2012 and March 4, 2013, effected a name change, and is now known as ABM Parking Services, Inc.; and,

Whereas, the Agreement, as amended, had an initial term that commenced on July 1, 2008 and terminated on June 30, 2011, but provided the Owner with an option to renew the Agreement for six (6) additional one-year periods; and,

Whereas, Owner and Operator exercised the first of six one-year optional renewal periods by a First Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the second of six one-year optional renewal periods by a Second Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the third of six one-year optional renewal periods by a Third Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the fourth of six one-year optional renewal periods by a Fourth Amendment to Operating Agreement; and,

Whereas, Owner and Operator exercised the fifth of six one-year optional renewal periods by a Fifth Amendment to Operating Agreement; and,

Whereas, the current Agreement expires on June 30, 2016; and,

Whereas, in order to accommodate the Owner's need for additional operation and management services, the Owner wishes to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, Owner and Operator agree as follows:

CITY OF DAYTON
CITY MANAGER'S REPORT

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

Date May 18, 2016

Code 16300-2600-1221-41

(CHECK ONE)

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

Fund Title Development Fund

Amount \$ 200,000 (expires 1-31-2018)

Supplier/Vendor/Company/Individual:
 NAME The Entrepreneurs Center
 ADDRESS 714 East Monument Avenue
Dayton, OH 45402

Justification and description of purchase, contract or payment:

The Department of Economic Development is requesting approval of a Development Services Agreement in the amount of \$200,000 (\$100,000 for 2016 and 2017) with The Entrepreneurs Center (TEC).

TEC will provide mentors and advisors to incubator tenants housed within The Creative Technology Accelerator at the Tech Town campus as well as other start-up businesses within the city of Dayton as needs are identified. TEC will also provide access to experts such as lawyers, bankers, accountants, consultants, professors, technology experts and others who provide products and services to businesses and are willing to make these available to incubator tenants free of charge or at a reduced rate. Actual services provided will include: access to financing, annual evaluations, training and seminars, financial reviews, morning mentoring, and advance to profit assessment and coaching. The Agreement will commence upon execution by the City and expire January 31, 2018.

The Department of Law has reviewed and approved this Agreement 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 _____

Division Kurt Klein FOR F.W.
 Department _____
 City Manager _____

DEVELOPMENT SERVICES AGREEMENT

This DEVELOPMENT SERVICES AGREEMENT (“Agreement”) is made and entered into between The Entrepreneurs Center (“TEC”), a not-for-profit corporation in the State of Ohio, located at 714 East Monument Avenue, Dayton, Ohio 45402, and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”).

WITNESSETH THAT:

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

WHEREAS, TEC is a necessary and valuable economic and community development partner; and,

WHEREAS, TEC provides valuable consulting resources to business located in the city of Dayton; and,

WHEREAS, These resources will be provided for the purpose of job creation and retention in Dayton.

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

ARTICLE 1. SERVICES TO BE PROVIDED.

TEC will provide support and virtual incubation services to tenants of TEC, tenants of Tech Town and Dayton-based small businesses, startups and entrepreneurs. The City will refer entrepreneurs, small businesses and tenants located in the Tech Town Campus to TEC for the Specific Development Services outlined in Exhibit A, Scope of Services, attached hereto and incorporated herein. The parties may amend the Scope of Services as outlined in Article 10, subsection D.

ARTICLE 2. FUNDING.

City will provide TEC a Development Grant in a total amount not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). The City shall make up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) available for reimbursement of the Specific Development Services provided from the date of execution of the agreement through December 31, 2016, and up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) available for reimbursement of the Specific Development Services provided from January 1, 2017, through January 31, 2018. TEC shall use the Development Grant to pay for Specific Development Services described in Exhibit A. TEC is solely responsible for all costs in excess of the funding provided by City hereunder. TEC shall comply with and pay, if applicable, state and local prevailing wage rates.

TEC must invoice City for reimbursement of Specific Development Services. The invoice(s) shall state the invoice period, state the total amount requested, detail the work and/or services performed, and contain such records, information, and/or documentation to substantiate the invoice amount. TEC shall also provide evidence of payment of such costs. Appropriate City inspection personnel will verify all purchases and site work submitted for reimbursement. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.

ARTICLE 3. SPECIFIC CONDITIONS.

- A. TEC 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 Specific Development Services . TEC 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. If it becomes necessary for review, audit, or verification purposes, TEC shall allow City to inspect applicable, confidential records.
- C. TEC agrees to supply additional information upon request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 4. TERM AND TERMINATION.

- A. This Agreement shall commence upon execution by City and it shall expire on January 31, 2018, unless extended to a later date by amendment or earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
 - 1. A receiver for TEC assets is appointed by a court of competent jurisdiction.
 - 2. TEC is divested of its rights, powers, and privileges under this Agreement by operation of law.
 - 3. TEC’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 TEC to remedy such failure within thirty (30) days from the date of written notice from City.
 - 4. TEC’s violation of any applicable federal, state, or local law applicable to the Specific Development Services and construction thereof.
 - 5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, TEC desires to terminate this Agreement.

In the event of termination prior to Specific Development Services completion and if City provided any funds to TEC hereunder, TEC shall repay to City within three (3) business days from the effective date of termination all funds provided hereunder and, upon such repayment, TEC 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.

In the event of termination subsequent to Specific Development Services completion, TEC shall repay to City within three (3) business days from the effective date of termination all funds provided hereunder according to the schedule set forth in Article 4 Section B. above and, upon such repayment, TEC 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 5. INDEMNIFICATION.

TEC 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 TEC, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Specific Development Services , and/or TEC failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

TEC 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 7. POLITICAL CONTRIBUTIONS

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

ARTICLE 8. RECORDS AND RETENTION.

TEC shall use Generally Accepted Accounting Principles (“GAAP”) in recording and documenting all costs and expenditures related in whole or part to the Specific Development Services . All costs and expenditures for the Specific Development Services for which TEC 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, TEC 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 Specific Development Services . TEC 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 TEC 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, TEC 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 9. TAX REPRESENTATION.

TEC 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 TEC is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, TEC currently is

paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or TEC filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against TEC. 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 10. GENERAL PROVISIONS.

- A. Conflict of Interest. TEC 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 Specific Development Services .
- 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 Specific Development Services or any activities to be completed by TEC.
- 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 P. Weber
Department of Economic Development
City of Dayton
P.O. Box 22, 101 West Third Street
Dayton, OH 45401

For The
Entrepreneurs Center: Scott Koorndyk
The Entrepreneurs Center
714 East Monument Avenue
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 The Entrepreneurs Center, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF DAYTON, OHIO

THE ENTREPRENEURS CENTER

City Manager

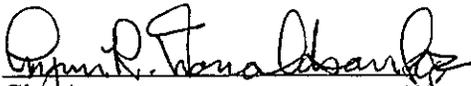
By: _____

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

Exhibit A Scope of Services

Services provided to the City of Dayton for enhancement of Small Business Development and Virtual Incubation Services to the tenants located within the Tech Town Campus or businesses from other locations within the City of Dayton

The Entrepreneurs Center (TEC) will provide the following Small Business Development and Virtual Incubation services:

Small Business Development and Virtual Incubation Services:

Mentor and Business Advisor Network Support

TEC maintains The Know How Network, an active set of small business mentors and advisors. As necessary to further the business development objectives of referred clients, TEC will facilitate interactions between referred clients and Know How Network partners. In such a way, referred clients will have access to experts such as lawyers, bankers, accountants, consultants, professors, technology experts and others who provide products and services to businesses and are willing to make these available to the incubator tenants free of charge, or at a reduced rate.

Private / Institutional Financing Support

As necessary to further the business development objectives of referred clients, TEC will assist clients in the development of private and/or institutional financing documents, presentations, or “pitches” used to secure investment capital. In addition, TEC will utilize its relationships to make referrals to local organizations and institutions that invest in small businesses such as CityWide Development Corporation, County Corp, banking institutions, venture capital and angel networks. If appropriate, Convergence Center tenants will also be referred to the Dayton Development Coalition (DDC), the region’s economic development organization who administers Ohio’s Third Frontier Entrepreneurial Signature Program (ESP).

Recurring Business Evaluations

TEC will conduct business reviews (to occur not less than once each calendar month) with each referred client. While the specific purpose of each business review will vary, they will generally be used to monitor small business performance, establish short, medium and long term business strategies, identify business strengths, weaknesses, opportunities and threats, and provide regular feedback and coaching to the referred client.

Entrepreneurial Development Training and Seminars

TEC will conduct a comprehensive set of entrepreneurial development and training programs on diverse topics of interest to entrepreneurs including business development, financial management, leadership development, employee development, intellectual property protection and management, marketing and distribution, etc. Referred clients will be notified of such programs, and will be eligible to participate without cost.

In addition, TEC will alert referred clients to relevant training being conducted by other organizations such as local universities, the Mathile Family Aileron Center*, Technology First, Dayton, high-impact training and other assistance provided by state sponsored organizations, such as the SBDC.

Financial Reviews

TEC will facilitate an annual financial review that results in a management report that demonstrates to the client an understanding of their profitability “picture.” Included in this review is the potential for 6-10 hours of counseling that offers advice as to a course of action to overcome financial weaknesses. These reviews are done in concert with the SBDC, utilizing ProfitSense© software and TEC staff.

Morning Mentoring Program Participation

From time to time, TEC will invite referred clients to participate in the Morning Mentoring Program. The Program offers entrepreneurs, researchers, scientists and small business owners with an opportunity to briefly present business ideas and technologies to selected individuals capable of assisting those clients in the assessment and development of those ideas or technologies.

Advance to Profit® Assessments

TEC will make available to each referred clients the online Advance to Profit assessment tool, which provides the client with a visual roadmap that articulates where the company stands in the commercialization process. The proprietary roadmap is color coded to identify the level of completion and to help the client to immediately recognize the steps necessary to achieve business goals, including capital funding. Upon completion of the Advance to Profit assessment, each client will receive a one-on-one coaching session to review results of the assessment.

Technical Business Assistance

As necessary to further the business development objectives of referred clients, TEC will provide technical business assistance on topics including license and joint venture development, intellectual property management, marketing, and leadership/workforce development. Such assistance will be provided by qualified TEC staff, or from other qualified support organizations – but will be provided to referred clients at no cost.

“First Customer” Introductions

As necessary to further the business development objectives of referred clients, TEC will facilitate the identification and introduction to “first customers” of referred clients. Specifically, TEC will research potential customer opportunities, evaluate the most favorable customer environment, and seek to make an introduction to that potential customer.

Marketing and Public Relations Sponsorship Attribution

TEC will indicate on all marketing materials, public relations communications, or entrepreneurial events that TEC “is a technology business incubator supported by the City of Dayton” or any other such statement of support or attribution specified by the City of Dayton.

In the event that TEC holds any event for which sponsorships or other one-time financial support is pursued by TEC, the City of Dayton shall be named as a sponsor at a level or title agreeable to the City of Dayton.

**REPORT AND MINUTES OF THE BOARD OF REVISION OF ASSESSMENTS
TO THE CITY COMMISSION OF THE CITY OF DAYTON**

In the Matter of the Vacation of the Alley South of Stout Street from Catherine Street to South Patterson Boulevard.

Pursuant to proper notice being given, the Board of Revision of Assessments reports that it convened its meeting on March 1, 2016, in the Fifth Floor Conference Room of the Department of Public Works, for the purpose of considering the above matter.

Attended by Lynn Donaldson Tony Kroeger
 Steve Finke Chris Lipson
 Patricia Jones Joe Weinel

AGENDA ITEMS: One item was on the agenda. There were no interested parties in attendance.

The Board of Revision of Assessments meeting was convened by Lynn Donaldson on March 1, 2016 in the Public Works Fifth Floor Conference Room. Mr. Donaldson agreed to chair the meeting.

ITEM # 1: Resolution No. 6164-16 In the Matter of the Vacation of the Alley South of Stout Street from Catherine Street to South Patterson Boulevard.

Service was made to two property owners: Mr. Eric Soller, 1100 Oakwood Avenue, Oakwood, Ohio 45419; Dent Logistics LLC, 2 River Place, Suite 444 Dayton Ohio 45405.

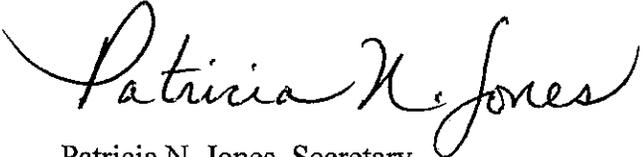
Discussion followed as to the reason for the vacation request. Mr. Donaldson, stated the conditions established by the City Plan Board meeting on November 10, 2015 as follows:

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

Mr. Lipson made a motion to accept the vacation with the conditions from the City Plan Board meeting on November 10, 2015. Mr. Finke seconded and the vacation passed unanimously.

With no other business to come before the Board, Mr. Lipson made motion to close the meeting and Mr. Finke seconded. All present said "aye" and the motion carried. The meeting was adjourned.

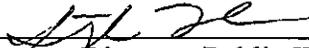
Respectfully submitted,



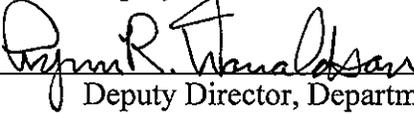
Patricia N. Jones, Secretary
to the Board of Revision of Assessments

BOARD OF REVISION OF ASSESSMENTS

cc: Board Members
Assessment File
Joe Weinel – Ordinances



Deputy Director, Public Works



Deputy Director, Department of Law

APPROVED BY THE CITY COMMISSION



City Manager

BY Ms. Whaley.....

NO. 31492-16.....

AN ORDINANCE

Amending Revised Code of General Ordinances Section 71.06(A) to Provide Greater Safety to Bicyclists on Dayton's Roadways, and Declaring an Emergency.

WHEREAS, The City actively promotes the use of bicycles for transportation; and

WHEREAS, The City wishes to improve the safety of bicyclists on Dayton's roadways; and

WHEREAS, Amending Dayton Revised Code of General Ordinance Section 71.06(A) to add a minimum passing distance for vehicles overtaking bicyclists will promote the safety of bicyclists in Dayton; and

WHEREAS, The timely implementation of this amendment being necessary for the protection of the public health, it is necessary that this ordinance take effect at an early date: now, therefore,

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

Section 1. That Section 71.06(A) of the Revised Code of General Ordinances be amended as follows:

Section 71.06. --Overtaking and passing of vehicles.

The following rules govern the overtaking and passing of vehicles, bicycles, or trackless trolleys proceeding in the same direction:

- (A) The operator of a vehicle or trackless trolley overtaking another vehicle, bicycle, or trackless trolley proceeding in the same direction shall, except as provided in subsection (C) of this section, signal to the vehicle, or trackless trolley to be overtaken, shall pass to the left thereof at a safe distance, and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle, bicycle, or trackless trolley. When a vehicle or trackless trolley overtakes a bicycle, the safe passing distance shall be no less than three feet.

Section 2. That Section 71.06(A) of the Revised Code of General Ordinances, as heretofore enacted by the Commission, is hereby repealed.

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

PASSED BY THE COMMISSION..... May 18 2016

SIGNED BY THE MAYOR..... May 18 2016

Nan Whaley
Mayor Nan Whaley, City of Dayton, Ohio

ATTEST:

Rachelle Lavender
Clerk of the Commission

APPROVED AS TO FORM:

Dyann R. Donaldson Jr.
City Attorney

By MR. Williams

No 31493-16

AN ORDINANCE

Authorizing the Purchase of Five (5) Parcels of Real Property located at 34 N. Main Street for the Purpose of Community and Economic Development, and Declaring an Emergency.

WHEREAS, The City of Dayton desires to provide housing and economic development opportunities for Dayton's residents; and,

WHEREAS, It is the intent of the City to obtain the real estate located at 34 North Main Street, Dayton, Ohio, hereinafter referred to as the "Property" and more fully described per the attached Exhibit A; and,

WHEREAS, The Common Pleas Court of Montgomery County has appointed a receiver for the Property in 2013-CV-04016 and the receiver desires to dispose of the Property; and,

WHEREAS, The City made a provisional offer to purchase the Property and the Common Pleas Court of Montgomery County has approved the sale of the Property to the City through a Magistrate's Decision filed August 14, 2015 in 2013-CV-04016; and,

WHEREAS, It is found to be in the best interest of the City of Dayton to purchase the Property from the appointed Receiver for the purpose of future redevelopment; and,

WHEREAS, In order to complete this transaction in a timely manner, and to begin development on the site, and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That the City Manager is authorized to enter into a Contract for Sale and Purchase, substantially similar to Exhibit B, with a court appointed receiver for an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) to facilitate the future redevelopment of the Property more fully described in Exhibit A.

Section 2. That the City Manager is authorized to accept a Receiver's Deed, substantially similar to Exhibit C, that conveys the Property to the City for redevelopment.

Section 3. That the Property shall be purchased for the purposes set forth in the various preambles of this ordinance and for the consideration to be paid from the following accounts:

Fund: 16300-2600-1421-41 (\$500,000.00)

Section 4. For the reasons stated in the preamble hereof, this ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission May 18....., 2016

Signed by the Mayor May 18....., 2016

Nan Whaley
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Rashella Ravenston
Clerk of the Commission

Approved as to form:

Stephen R. Donaldson Jr.
City Attorney

EXHIBIT "A"

Legal Description of Property

PLA 00208 0001,2,3,5

Located in Section 4, Town 1, Range 7, Between the Miamis, City of Dayton, County of Montgomery, State of Ohio, and being part of Lot 107, and Part of Lot 108 of the Revised and Consecutive Numbers of Lots on the Plat of the said City of Dayton, Ohio and being a tract of land described as follows:

Beginning at the northwest corner of land assigned to First Union Real Estate Equity and Mortgage Investments as recorded in Deed Book 2537, page 145 of the Deed Records of Montgomery County, Ohio, said corner being located South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for eight-two and 54/100 (82.54) feet from the intersection of the south line of East Second Street (99' wide) and the east line of the North Main Street (132.26' wide). Said corner also being a southwest corner of land conveyed to Virginia W. Kettering, Trustee by deed recorded in Deed Microfiche Number 85-1030-B07 of the Deed Records of Montgomery County, Ohio.

thence with the south and west lines of said Kettering land for the following four (4) courses:

North seventy-eight degrees six minutes no seconds (78 deg. 06' 00") East for one hundred sixteen and 21/100 (116.21) feet;

thence South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for sixteen and 93/100 (16.93) feet:

thence North seventy-eight degrees six minutes no seconds (78 deg. 06' 00") East for eighty and 21/100 (80.21) feet:

thence South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for eighty and 21/100 (80.21) feet:

thence South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for ninety-nine and 46/100 (99.46) feet to a point in the north line of Artz Lane (16.57') wide;

thence with the said north line South seventy-eight degrees six minutes no seconds (78 deg. 06' 00") West for one hundred ninety-six and 42/100 (196.42) feet to a point in the east line of the North Main Street (132.26' wide):

thence with the said east line North eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") West for one hundred sixteen and 39/100 (116.39) feet to the point of beginning, containing 21.503 square feet (no and 4936/10000) (.4936 acres. more or less)

EASEMENT PARCEL

Also a perpetual easement without payment of any rent whatsoever to excavate, build and use a basement under the private alley owned by the Winters National Bank, said private alley being part of Lot No. 107 of the consecutive numbers of lots on the revised plat of the City of Dayton and being a piece of ground bounded on the North by the Winters National Bank Building, on the South and West by the land owned by the Third National Bank, and on the East by a private alley 16 feet in width which extends from Second Street to the South line of Lot No. 108, as provided in a certain agreement between the Winters National Bank and the Third National Bank of date December 14, 1922, filed for record December 21, 1922, and recorded in Vol. 487, Page 120 of the Deed Records of Montgomery County, Ohio, and subject to all of the stipulations and conditions therein contained.

STERLING LAND TITLE AGENCY, INC.
7016 CORPORATE WAY
DAYTON, OHIO 45459



Exhibit B

CONTRACT FOR SALE AND PURCHASE (32-34 North Main Street)

THIS CONTRACT FOR SALE AND PURCHASE (this "Contract") is made and entered into this ____ day of _____, 2016, by and between the **THE CITY OF DAYTON, OHIO**, a municipal corporation ("Buyer"), and **Jonathan F. Hung, as Court-Appointed Receiver for Certain Real Property Owned by Paru Selvam, LLC.**, ("Seller").

WHEREAS, Seller desires to sell and Buyer desires to acquire the Property, as hereinafter defined; and

WHEREAS, Buyer has agreed to purchase and Seller has agreed to sell the Property, as hereinafter defined, but only on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. Incorporation. The above recitals and all Exhibits referred to in this Contract are incorporated into and made a part of this Contract.

2. Description of Property. The property which is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract consists of the real property located at 32-34 North Main Street, Dayton, Ohio, being more particularly described in Exhibit "A" attached hereto, and all improvements, tenements, hereditaments, rights, privileges and easements thereunto belonging and all other rights of Seller relating in any way thereto (collectively, the "Property").

3. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract.

4. Purchase Price and Method of Payment. Subject to credits, adjustments and prorations for which provisions are hereinafter made in this Contract, the total purchase price, including real estate taxes, for the Property to be paid by Buyer and received and accepted by Seller is FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) (the "Purchase Price") or such greater or lesser amount as may be necessary to complete the payment of the Purchase Price after credits, adjustments and prorations.

The Purchase Price, or such greater or lesser amount as may be necessary to complete the payment of the Purchase Price after credits, adjustments and prorations, will be paid to Seller by Buyer at the closing.

5. Title. Within thirty (30) days after the Effective Date, Buyer may obtain, at Buyer's expense, a title commitment (the "Commitment") for an ALTA Owner's Title Insurance Policy (the "Title Policy") from a title company of Buyer's choice (the "Title Company"). If Buyer finds title to be unacceptable in Buyer's sole discretion, Buyer shall notify Seller in writing of the defect(s) within five (5) days of receipt of the Commitment. If Buyer has given Seller timely written notice of defect(s), Seller shall have ten (10) days to cure any title defect(s) (the "Title Cure Period"). However, Seller shall have no duty or obligation whatsoever to cure any title defect(s). If Seller is unwilling in its sole discretion or fails to cure any title defect(s) within the Title Cure Period, Buyer shall have the option of either: (i) closing and accepting the title "as is," without reduction in the Purchase Price and without any claim against Seller therefor; or (ii) canceling this Contract, whereupon both parties shall be released from all further obligations under this Contract unless otherwise provided for in this Contract. Any title matters to which Buyer does not object or which Buyer elects to take title subject to at Closing shall be defined as "Permitted Exceptions."

6. Survey. Within thirty (30) days after the Effective Date, if Buyer desires a survey of the Land, Buyer shall obtain, at Buyer's sole expense, a complete, accurate and current boundary and improvements survey of the Land, specifically describing the Land (and all easements which are an encumbrance thereon or are appurtenant thereto as described or contemplated in the Commitment) by metes and bounds legal description (the "Survey"). The Survey will be prepared by a land surveyor selected by Buyer and approved by Seller (such approval not to be unreasonably withheld), who is duly registered and licensed as such in the state where the Land is located, will meet or exceed the minimum requirements of the American Land Title Association and will be sealed and certified by the surveyor to Seller, Buyer, the Title Company and such other parties as Buyer or Seller may require. Buyer shall furnish a signed and sealed copy of the Survey to Seller within five (5) days of Buyer's receipt of same. To the extent that the Survey reveals or reflects any encroachments, overlaps, gaps, strips, gores or other matters evidencing claims or potential claims of third parties or otherwise adversely affecting title to the Land, any easements appurtenant thereto or any other aspects of the Land, then Buyer may give Seller notice of any objections to same within five (5) days from receipt of the Survey, and Seller shall have ten (10) days to cure any survey defect(s) (the "Survey Cure Period"). Seller shall have the Survey Cure Period to cure such defect. However, Seller shall have no duty or obligation whatsoever to cure any survey defect(s). If Seller is unwilling in its sole discretion or fails to cure any survey defect(s) within the Survey Cure Period, Buyer shall have the option of either: (i) closing and accepting the title "as is," without reduction in the Purchase Price and without claim against Seller therefor; or (ii) canceling this Contract, whereupon both parties shall be released from all further obligations under this Contract unless otherwise provided for in this Contract. Any survey matters to which Buyer does not object or which Buyer elects to take title subject to at Closing shall be included as Permitted Exceptions.

7. Inspections. Buyer and its agents shall have forty-five (45) days following the Effective Date (the "Inspection Period") to undertake and complete its inspections as follows:

- a. The physical condition of the Property;
- b. A determination of governmental laws, ordinances and regulations affecting the present and future use of the Property;
- c. A determination of the existence of any Contaminant (as hereinafter defined) on, in or under the Property. Buyer, at its own cost and expense, shall be responsible for obtaining any desired environmental assessment,

audit or testing regarding the Property, which assessment(s), audit(s) or testing shall be completed within the Inspection Period;

- d. A title search, survey, and otherwise satisfy itself with the state of title to the Property; and
- e. A review of such other matters relating to the Property as Buyer may deem appropriate.

Seller shall, during the Inspection Period, (i) provide Buyer and Buyer's agents with reasonable access to the Property and all buildings, tenements and other improvements situated thereon as is reasonably necessary to carry out Buyer's inspections, and (ii) shall otherwise make reasonable efforts to cooperate with Buyer's inspection. No soil borings or other invasive tests shall be conducted on the Property without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Notwithstanding anything herein to the contrary, copies of any reports, tests, lab results and findings obtained by Buyer with respect to the Property during Buyer's due diligence shall be provided and certified to Seller within five (5) days of Buyer's receipt of same. Seller shall not be obligated to cure any defects revealed by Buyer's inspections. The Property is being sold AS IS.

Buyer shall be responsible for returning the Property to the condition existing prior to its inspections prior to the end of the Inspection Period. Buyer shall be responsible for any personal injury or property damage caused solely by the negligent acts or omissions by or through itself, its agents, employees, or contractors arising from or related to Buyer's inspection activities on the Property, and this responsibility shall survive the closing of the purchase and sale contemplated by this Contract or the earlier termination of this Contract.

In the event that Buyer's inspections reveal any condition that Buyer deems unsatisfactory, Buyer shall have the option of:

- a. Providing notice to Seller, no later than the final day of Inspection Period, of Buyer's intent to terminate this Contract, in which case this Contract, and all rights and obligations of the parties contained herein, shall terminate and extinguish (other than Buyer's responsibility in the immediately preceding paragraph), and the Deposit shall be refunded to Buyer; or
- b. Accepting the Property subject to such condition(s).

In the event Buyer fails to duly notify Seller, within the Inspection Period, of any condition revealed which Buyer deems unsatisfactory, in Buyer's reasonable opinion, Buyer shall be deemed to have waived the provisions of this Paragraph 7, and shall be obligated to proceed with the purchase of the Property in accordance with the terms and conditions of this Contract.

8. Closing. The transaction contemplated in this Contract will be closed and the Receiver Deed from Seller to Buyer and other closing documents set forth in Paragraph 9 will be executed and delivered fifteen (15) days after the end of the Inspection Period, but in no event later than June 10, 2016 (the "Closing Date"). The closing date will take place on the specified Closing as may be agreed upon by Buyer and Seller.

9. Obligations at Closing.

a. Seller will execute and deliver to Buyer, as applicable, at closing:

- (1) A duly executed Receiver's Deed conveying fee simple title to the Land, and any applicable portions of the Property susceptible of being conveyed by deed, free and clear of all liens, encumbrances, and exceptions except for the Permitted Exceptions.
- (2) An Owner's Affidavit from Seller in favor of the Title Company as reasonably requested by the Title Company.
- (3) A duly executed Closing Statement.
- (4) A duly executed Certification of Non-Foreign status as required by Section 1445 of the Internal Revenue Code, or documentation satisfactory to Buyer and Escrow Agent that Seller and the Purchase Price for the Property are not subject to withholding in accordance with requirements of the Internal Revenue Code.
- (5) Such other documents duly executed in recordable form, as are contemplated herein or reasonably required to consummate the purchase and sale contemplated herein.

b. Buyer will deliver at closing:

- (1) Payment of the Purchase Price, after adjustments, pro-rations and similar matters, as set forth on the Closing Statement.
- (2) A duly executed Closing Statement.
- (3) Such other documents duly executed by Buyer as are contemplated herein or reasonably required by to consummate the purchase and sale contemplated herein.

10. Closing Costs. Except as otherwise provided in this Contract, Seller will pay the following closing costs in connection with closing the sale and purchase of the Property: (a) preparation and recording of any instruments required to correct any title objections that Seller agrees to correct, and (b) Seller's attorneys' fees. Except as otherwise provided in this Contract, Buyer will pay the following closing costs in connection with closing the sale and purchase of the Property: (a) the cost of the Survey, if any, (b) the cost of the Commitment and Title Policy, if any, (c) any governmental approvals, and the like, (d) the cost of any environmental testing or reports on the Property, (e) Buyer's attorneys' fees, (f) documentary, intangible or other security related taxes, if any, imposed or any property obtained by Buyer.

11. Prorations; Adjustment to Purchase Price. Seller shall pay a pro rata share of the semi-annual installment of taxes and annual assessments, both general and special, that are a lien on the Property at Closing in accordance with the Montgomery County "long form" proration custom. Buyer shall pay all such taxes and assessments becoming due and payable thereafter. The Seller's warranty that all taxes and assessments have been paid shall not include such

prorated installment. Any assessment due and payable shall be prorated on an annual basis. Seller shall pay its prorated share of the taxes and assessments in cash to the Buyer, or deduct the same from the purchase price at the time of closing.

12. Possession; Transfer of Property. Possession of the Property will be delivered by Seller to Buyer at the time of closing hereunder on the Closing Date.

13. Condition of Property. Buyer and Seller understand and agree that Buyer's purchase of the Property and other rights and interest to be conveyed, sold, transferred and/or assigned pursuant to this Contract shall be on an "AS IS" "WHERE IS" PHYSICAL BASIS, "WITH ALL FAULTS", WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO PHYSICAL CONDITION, INCLUDING WITHOUT LIMITATION ANY LATENT OR PATENT DEFECTS, CONDITIONS OF SOILS OR GROUNDWATER, EXISTENCE OR NONEXISTENCE OF HAZARDOUS SUBSTANCES, ASBESTOS, MOLD, LEAD BASED PAINT, PETROLEUM PRODUCTS OR CONTAMINANTS, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PHYSICAL MEASUREMENTS OR USABLE SPACE THEREOF. Buyer hereby acknowledges that Buyer has inspected or will inspect the Property (including an environmental inspection or Phase I Environmental Site Inspection) to Buyer's satisfaction and that Seller has not and does not plan to conduct its own inspection and shall not be liable for any latent or patent defects in the Property. Buyer acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty as to any of the following: (i) the physical or environmental condition (including surface and subsurface conditions), state of repair, income, expenses or operation of the Property and surrounding property; (ii) title to the Property or the assignability, assumability, transferability or validity of any licenses, permits, government approvals, warranties or guaranties relating to the Property or the use and operation hereof; (iii) the accuracy or completeness of any information provided by Seller with respect to environmental matters, (iv) compliance or noncompliance with local, state or federal statutes, ordinances, orders or regulations concerning the Property or the use thereof; (v) prior or current operations conducted on the Property; or (vi) any matter or thing affecting or relating to the Property or this Contract not expressly stated in (i), (ii), (iii), (iv), (v) or (vi) above. Buyer has not been induced by and has not relied upon any statement, representation or agreement, whether express or implied, not specifically set forth in this Contract. Seller shall not be liable or bound in any manner by any oral or written statement, agreement or information pertaining to the Property or this Contract furnished by any agent, employee or other person of Seller.

14. Environmental Matters.

a. Definitions.

1. "Claim" shall mean any suit, claim, demand, or cause of action, by any Person, of whatever kind or nature for any alleged Liabilities and Costs (as defined herein), whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, Permit, ordinance or regulation, common law or otherwise.

2. "Contaminant" shall mean any waste, pollutant, hazardous substance, hazardous material, toxic substance, or special or hazardous waste, or any constituent of such Contaminants, that is regulated by any Environmental, Health or Safety Law, or determined to be deleterious to human health or the environment, including without limitation: (1) asbestos or asbestos continuing material; (2)

polychlorinated biphenyls; (3) any radioactive waste or material, including, but not limited to, any source, special nuclear or by-product material as defined at 42 U.S.C. section 2011 et seq.; or (4) any petroleum or petroleum-derived substance or waste; (5) mold; and (6) lead-based paint.

3. "Environment" shall include, without limitation, ambient air, soil, surface water, ground water, sediments, wetlands, land or subsurface strata.

4. "Environmental, Health or Safety Laws" shall mean any federal, state or local law, rule or regulation, ordinance, code, common law, Permit, order, decree, or other binding determination of any governmental authority directed to, addressing or imposing liability or standards of conduct with respect to or otherwise relating to: protection of the Environment; Releases or threatened Releases of Contaminants into the Environment; the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Contaminants. These Environmental Health or Safety Laws include but are not limited to the Clean Air Act, as amended (42 U.S.C. Sections 7401 et seq.); the Clean Water Act, as amended (33 U.S.C. Sections 1251 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.); the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Sections 6901 et seq.); any so-called "Superlien" law; the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136 et seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. Sections 651 et seq.); Executive Order 11738; and regulations of the United States Environmental Protection Agency.

5. "Liabilities and Costs" shall mean all liabilities, obligations, responsibilities, losses, damages, personal injury, death, punitive damages, economic damages, consequential damages, treble damages, intentional, willful or wanton injury, damage or threat to the environment, natural resources or public health or welfare, costs and expenses (including, without limitation, attorney, expert, engineering and consulting fees and costs and any fees and cost associated with any investigation, removal action, response action, remedial investigation or feasibility study, or Remedial Action, including operations and maintenance and institutional controls), fines, penalties and monetary sanctions, interest, direct or indirect, known or unknown, absolute or contingent, past, present or future.

6. "Permits" shall mean any permit, directive, order, approval, authorization, license, variance, or permission required from a government authority under an applicable requirement of law.

7. "Release" shall mean any intentional or unintentional release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, escape, leaching or migration into the indoor or outdoor environment or into or out of the Property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or Property and the abandonment of Contaminants in drums and other containers.

8. “Remedial Action” shall mean actions as set forth under applicable laws to: (1) clean up, remove, treat or in any other way address Contaminants in the indoor or outdoor environment; (2) prevent the Release or threat of Release or minimize the further Release of Contaminants; or (3) perform pre-remedial studies and investigations and post remedial care, including operations and maintenance and institutional controls.

- a. Seller makes no representations or warranties, express or implied, with respect to: the environmental condition of the Property and the surrounding property (including all facilities, improvements, and structures thereon, surface waters thereon or adjacent thereto, or soil and ground water thereunder); Seller’s operations conducted on the Property; or Seller’s compliance with any Environmental, Health or Safety Law. Any information, reports, statements, documents, or records (“Disclosures”) provided or made to Buyer by Seller, its agents or employees concerning the environmental conditions of the Property shall not be considered representation or warranties and shall not be relied upon by Buyer.
- b. On the terms and subject to the conditions of this Contract, Buyer agrees to assume all environmental obligations and Liabilities and Costs, whether arising under Environmental Health or Safety Laws or at common law, and whether or not accrued or fixed, absolute or contingent, known or unknown, determined or determinable, to the extent that such obligations and Liabilities and Costs are related to, associated with or arising out of (a) the ownership, occupancy, use, or control of the Property (including, without limitation, all facilities, improvements, structures and equipment thereon) by Buyer; and (b) any Release by Buyer of any Contaminant, chemical, product, by-product, or any material whatsoever, on, at, to, or from the Property or adjacent thereto, and soil or groundwater thereunder) or from a facility to which the Buyer sent any Contaminant, chemical, product, by-product, or any material whatsoever (including all facilities, improvements, structures, and equipment thereon, surface water thereon or adjacent thereto, and soil or groundwater thereunder) whenever occurring.
- c. In the event Seller has delivered any environmental reports, testing or any other documentation relating to the environmental condition of the Property (the “Environmental Inspection Items”), Buyer acknowledges that, (i) Seller has not made and does not make any warranty or representation regarding the truth, accuracy or completeness of the Environmental Inspection Items or the source(s) thereof; (ii) some if not all of the Environmental Inspection Items were prepared by third parties other than Seller, and Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Environmental Inspection Items, or in any other written or oral communications transmitted or made available to Buyer; (iii) Buyer shall rely solely upon its own investigation with respect to the Property upon full execution of the Contract, or shall arrange for the Environmental Inspection Items to be certified by the preparers of the Environmental Inspection Items or otherwise amended or modified to allow Buyer to rely upon same; and (iv) while Seller is not aware of any inaccuracies in the Environmental Inspection Items, Seller has not

19. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties.

20. No Real Estate Commissions. Each of Seller and Buyer warrants to the other that no commissions are payable or due to any broker or finder in connection with this Contract or the transaction contemplated herein.

21. Confidentiality. Buyer and Seller agree to maintain, and to cause their respective employees, brokers, counsel and other consultants, advisors and agents to maintain, the highest degree of confidentiality with respect to the subject matter of this Contract. Buyer hereby confirms, as permitted by law, for itself and its financial, legal, environmental, engineering, and other consultants to be utilized by Buyer in connection with Buyer's inspection of the Property, that Buyer shall keep all matters regarding the Property (including but not limited to the Environmental Inspection Items) private and confidential, and shall not disclose any such information to any party not assisting Buyer in Buyer's investigations of the Property, unless required by law.

22. Effective Date of Contract. The effective date of this Contract (the "Effective Date") will be that date when the last of one of Seller and Buyer has properly executed this Contract as determined by the dates set forth immediately below the respective signatures of Seller and Buyer.

23. Condemnation. If any condemnation or similar action is instituted or threatened against the Property prior to closing, Buyer may, at its option, either (a) terminate this Contract, and be released of all further obligation hereunder, or (b) proceed to close and receive all condemnation proceeds. Immediately upon learning of such pending or threatened action, Seller will notify Buyer and Buyer will be permitted to participate in all negotiations and proceedings with respect thereto, provided Buyer elects to proceed to close hereunder.

24. Risk of Loss. Until closing, Seller has the risk of loss or damage to the Property. If any loss or damage to the Property occurs prior to closing, Buyer may, at its option, either (a) terminate this Contract, or (b) accept the Property without a reduction in the Purchase Price.

25. Severability. Each part of this Agreement is intended to be several. If any term, covenant, condition or provision hereof is found to be unlawful or invalid or unenforceable for any reason whatsoever, such illegality or invalidity or unenforceability shall not affect the legality, validity, or enforceability of the remaining parts of this Agreement, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included.

26. Contingency. Notwithstanding anything herein to the contrary, in the event Buyer fails to execute this Contract within seven (7) business days of such time as Seller tenders the Contract to Buyer for its execution, then negotiations shall be deemed terminated and this Contract shall be of no further force or effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

BUYER
CITY OF DAYTON, OHIO

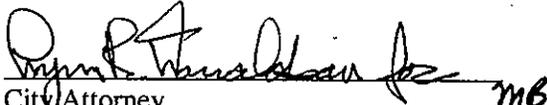
SELLER
JONATHAN F. HUNG, AS COURT-
APPOINTED RECOVER FOR PARU
SELVAM, LLC

City Manager

By: _____

Its: _____

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney MB

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

_____, 2016

Min./Bk. _____ Page _____

Clerk of the Commission

EXHIBIT "A"

Legal Description of Property

R7A 00208 0001,2,3,5

Located in Section 4, Town 1, Range 7, Between the Miamis, City of Dayton, County of Montgomery, State of Ohio, and being part of Lot 107, and Part of Lot 108 of the Revised and Consecutive Numbers of Lots on the Plat of the said City of Dayton, Ohio and being a tract of land described as follows:

Beginning at the northwest corner of land assigned to First Union Real Estate Equity and Mortgage Investments as recorded in Deed Book 2537, page 145 of the Deed Records of Montgomery County, Ohio, said corner being located South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for eight-two and 54/100 (82.54) feet from the intersection of the south line of East Second Street (99' wide) and the east line of the North Main Street (132.26' wide). Said corner also being a southwest corner of land conveyed to Virginia W. Kettering, Trustee by deed recorded in Deed Microfiche Number 85-1030-B07 of the Deed Records of Montgomery County, Ohio.

thence with the south and west lines of said Kettering land for the following four (4) courses:

North seventy-eight degrees six minutes no seconds (78 deg. 06' 00") East for one hundred sixteen and 21/100 (116.21) feet;

thence South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for sixteen and 93/100 (16.93) feet:

thence North seventy-eight degrees six minutes no seconds (78 deg. 06' 00") East for eighty and 21/100 (80.21) feet:

thence South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for eighty and 21/100 (80.21) feet:

thence South eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") East for ninety-nine and 46/100 (99.46) feet to a point in the north line of Artz Lane (16.57' wide);

thence with the said north line South seventy-eight degrees six minutes no seconds (78 deg. 06' 00") West for one hundred ninety-six and 42/100 (196.42) feet to a point in the east line of the North Main Street (132.26' wide):

thence with the said east line North eleven degrees forty-nine minutes thirty seconds (11 deg. 49' 30") West for one hundred sixteen and 39/100 (116.39) feet to the point of beginning, containing 21.503 square feet (no and 4936/10000) (.4936 acres. more or less)

EASEMENT PARCEL

Also a perpetual easement without payment of any rent whatsoever to excavate, build and use a basement under the private alley owned by the Winters National Bank, said private alley being part of Lot No. 107 of the consecutive numbers of lots on the revised plat of the City of Dayton and being a piece of ground bounded on the North by the Winters National Bank Building, on the South and West by the land owned by the Third National Bank, and on the East by a private alley 16 feet in width which extends from Second Street to the South line of Lot No. 108, as provided in a certain agreement between the Winters National Bank and the Third National Bank of date December 14, 1922, filed for record December 21, 1922, and recorded in Vol. 487, Page 120 of the Deed Records of Montgomery County, Ohio, and subject to all of the stipulations and conditions therein contained.

STERLING LAND TITLE AGENCY, INC.
7016 CORPORATE WAY
DAYTON, OHIO 45459



Exhibit C

RECEIVER'S DEED
Revised Code Sec. 5302.09

I, **Jonathan F. Hung**, as the **Court-Appointed Receiver in Montgomery County Common Pleas Court Cases No. 2013 CV 03168 and 2013 CV 04016**, by the power conferred by the Montgomery County Common Pleas Court pursuant to orders filed in the same cases, and in consideration of the purchase price of **\$500,000**, the receipt whereof is hereby acknowledged, does hereby **GRANT, SELL AND CONVEY**, with fiduciary covenants, unto to **the City of Dayton, Ohio**, whose mailing address is **101 W. Third Street, Dayton, Ohio 45402**, the following real property:

See Exhibit "A" attached hereto.

Mailing Address: 34 N. Main Street, Dayton, Ohio 45402
Parcel ID: R72 00208 0001; R72 00208 0002; R72 00208 0003; R72 00208 0004; and
R72 00208 0005
Prior Reference: Deed Instrument No. 2013-00041587, Montgomery County Records

This deed does not reflect any restrictions, conditions, or easements of record.

Executed this _____ day of _____, 2016.

JONATHAN F. HUNG, as
Court-Appointed Receiver
Montgomery C.P. No. 2013 CV 03168 and
2013 CV 04016

State of Ohio
County of Montgomery, ss:

The foregoing was acknowledged before me this ____ day of _____, 2016,
by Jonathan F. Hung, as the Court-Appointed Receiver in Montgomery County Common Pleas Court
Cases No. 2013 CV 03168 and 2013 CV 04016.

NOTARY PUBLIC

This instrument prepared by:

Jonathan F. Hung
GREEN & GREEN, LAWYERS
109 N. Main Street, Ste. 800
Dayton, OH 45402

BY MR. Shaw

NO. 6190-16

A RESOLUTION

Approving the Submission of a Grant Application for the Fiscal Year 2017 Ohio Airport Grant Program to the Ohio Department of Transportation, Office of Aviation; Authorizing the Acceptance of a Grant from the State of Ohio Department of Transportation, Office of Aviation in an Amount Not to Exceed One Million Six Hundred Sixty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,667,250.00) on behalf of the City of Dayton; and Declaring an Emergency.

WHEREAS, The Ohio Department of Transportation, Office of Aviation, Ohio Airport Grant Program provides financial assistance to publicly owned public use airports in the State that do not receive Federal Aviation Administration ("FAA") Air Carrier Enplanement Funds or Air Cargo Entitlements; and

WHEREAS, The City of Dayton owns, operates and maintains the Dayton-Wright Brothers Airport, a general aviation airport that does not receive FAA Air Carrier Enplanement Funds or Air Cargo Entitlements; and

WHEREAS, The local Airport Improvement Program at the Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, obstruction removal, runway and taxiway marking, lighting rehabilitation, and other aviation-related projects; and

WHEREAS, These projects will be funded by the Ohio Department of Transportation through the Ohio Airport Grant Program in an aggregate amount not to exceed One Million Six Hundred Sixty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,667,250.00), with an aggregate local cash match not to exceed Eighty-Seven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$87,750.00) to be provided by City of Dayton Department of Aviation funds; and

WHEREAS, Section 36.10 of the Revised Code of General Ordinances of the City of Dayton authorizes the City Manager to submit grant applications on behalf of the City of Dayton; and

WHEREAS, In order to adhere to the grant application submission date it is necessary for the immediate preservation of the public peace, property, health and safety that this resolution take effect at an early date; now, therefore,

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

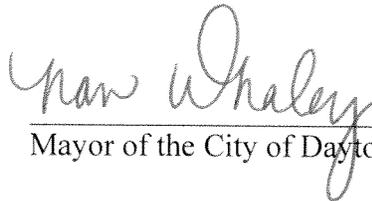
Section 1. That this Commission authorizes the City Manager, or her designee, to submit a grant application and supporting documents to the Ohio Department of Transportation, Office of Aviation for participation in the Fiscal Year 2017 Ohio Airport Grant Program for eligible projects defined as airport pavement resurfacing and reconstruction, airport obstruction removal and marking, runway and taxiway marking, lighting rehabilitation, and other aviation-related projects at the Dayton Wright-Brothers Airport.

Section 2. That the City Manager, or her designee, is authorized to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant awards in an amount not to exceed One Million Six Hundred Sixty-Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,667,250.00), with an aggregate local cash match by the City of Dayton in an amount not to exceed Eighty-Seven Thousand Seven Hundred Fifty Dollars and Zero Cents (\$87,750.00), from Ohio Department of Transportation, Office of Aviation under the Fiscal Year 2017 Ohio Airport Grant Program.

Section 3. That for the reasons stated in the preamble hereof, the Commission declares this resolution to be an emergency measure that shall take effect immediately upon its adoption.

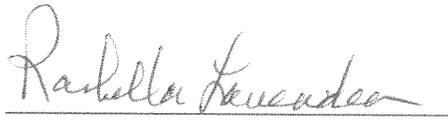
ADOPTED BY THE COMMISSION May 18, 2016

SIGNED BY THE MAYOR May 18, 2016



Mayor of the City of Dayton, Ohio

ATTEST:

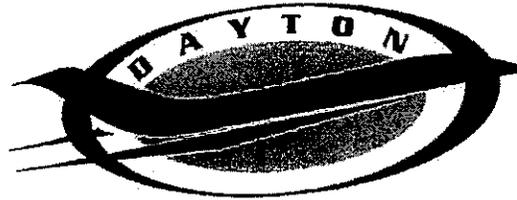


Clerk of Commission

APPROVED AS TO FORM:



City Attorney



INTERNATIONAL AIRPORT

April 29, 2016

Mr. James Bryant, Aviation Administrator
Ohio Department of Transportation – Office of Aviation
2829 W. Dublin-Granville Rd.
Columbus, OH 43235

RE: Application for Funding- FY2017 – Ohio Airport Grant Program

AIRPORT: Dayton Wright Brothers Airport (MGY)

Dear Mr. Bryant,

The City of Dayton – Department of Aviation (Sponsor of the Dayton Wright Brothers Airport (MGY)) hereby requests **\$998,450.00** in state funds under the Ohio Airport Grant Program for the following project:

1. Reconstruct / Relocate Taxiway “A” – Phase 1

The Taxiway Relocation scope includes the removal of approximately 1100 LF of existing Taxiway “A”, shifting the centerline for separation standards and future alignment of parallel taxiway (as per the ALP), and installation of associated edge lighting, signage, and pavement markings.

This amount represents a **95%** share of the total eligible construction and construction engineering/inspection costs.

Attached to this letter, please find 2 copies of the Application packet for your use and processing, which includes the following:

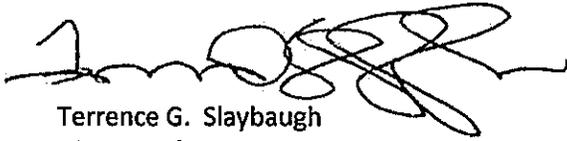
- A **detailed description of the need** for the requested grant funds (See Appendix B)
- **Project cost estimate(s)** and detailed project description, including cost of engineering services(Appendix C)
- The **Standard Assurances** (Appendix D)
- A certified copy of a **Resolution** from (**City of Dayton**) authorizing the Application
- An **Project Plan** detailing areas on the airport where the project work is to be completed (Appendices E and F)
- A completed **Project Schedule** (Appendix G)

- A **Non-Compliance Correction Plan** for correcting areas of non-compliance based on the most recent Airport Inspection Report (Appendix H)
- A current **Pavement Maintenance Plan** (Appendix J)
- A current **GA Airport Security Plan** which is consistent with the most recent security guidelines published by the Transportation Security Administration (Appendix K)

This eligible project is an important priority project for the City and to the aviation community of southwest Ohio. Thank you for your consideration.

Should you need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terrence G. Slaybaugh', with a stylized flourish at the end.

Terrence G. Slaybaugh
Director of Aviation



April 29, 2016

Mr. James Bryant, Aviation Administrator
Ohio Department of Transportation – Office of Aviation
2829 W. Dublin-Granville Rd.
Columbus, OH 43235

RE: Application for Funding- FY2017 – Ohio Airport Grant Program

AIRPORT: Dayton Wright Brothers Airport (MGY)

Dear Mr. Bryant,

The City of Dayton – Department of Aviation (Sponsor of the Dayton Wright Brothers Airport (MGY)) hereby requests \$668,800.00 in state funds under the Ohio Airport Grant Program for the following project:

2. Rehabilitate T-Hangar Taxilanes (2nd Priority Project)

The Taxilane rehabilitation scope includes the milling and bituminous paving of approximately 10000 SY of existing T-Hangar taxilanes including drainage improvements and pavement markings.

This amount represents a **95%** share of the total eligible construction and construction engineering/inspection costs.

Attached to this letter, please find 2 copies of the Application packet for your use and processing, which includes the following:

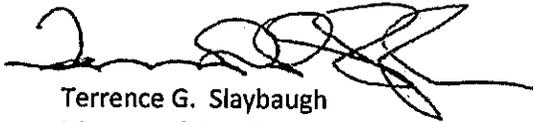
- A **detailed description of the need** for the requested grant funds (See Appendix B)
- **Project cost estimate(s)** and detailed project description, including cost of engineering services(Appendix C)
- The **Standard Assurances** (Appendix D)
- A certified copy of a **Resolution** from (**City of Dayton**) authorizing the Application
- An **Project Plan** detailing areas on the airport where the project work is to be completed (Appendices E and F)
- A completed **Project Schedule** (Appendix G)

- A **Non-Compliance Correction Plan** for correcting areas of non-compliance based on the most recent Airport Inspection Report (Appendix H)
- A current **Pavement Maintenance Plan** (Appendix J)
- A current **GA Airport Security Plan** which is consistent with the most recent security guidelines published by the Transportation Security Administration (Appendix K)

This eligible project is an important priority project for the City and to the aviation community of southwest Ohio. Thank you for your consideration.

Should you need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terrence G. Slaybaugh', with a long horizontal flourish extending to the right.

Terrence G. Slaybaugh
Director of Aviation



MEMORANDUM

May 4, 2016

TO: Shelley Dickstein
City Manager

FROM: Terrence G. Slaybaugh
Director of Aviation

SUBJECT: Emergency Resolution – for the 2017 Ohio Airport Grant Program

The Department of Aviation submits the attached Resolution for the May 18, 2016 City Commission meeting. This resolution authorizes the City Manager or his designee to apply and accept a grant from the Ohio Department of Transportation, Office of Aviation for eligible projects at Dayton Wright Brothers Airport.

Aviation is requesting grant funding for two projects at Dayton Wright Brothers Airport: 1) the "Reconstruction and Relocation of Taxiway "A" -Phase 1" and 2) the "Rehabilitation of T-Hagar Taxilanes". The combined project total \$1,755,000, of which \$1,667,250 is being requested from the 2017 Ohio Airport Grant Program and \$87,750 will be funded by a cash match from the Department of Aviation.

Attached is an executable copy of the resolution approved by the Law Department, a copy of the M&B Grant Application Approval Form and the 2016 Ohio Grant Application letters. If there are any questions regarding the resolution, please contact me at 454-8212.

TGS/ems

Encl.

cc: Mr. Turner
File

1st Reading 14.

BY

NO 31494-16

AN ORDINANCE

Vacating the Alley South of Stout Street from Catherine Street to South Patterson Boulevard.

WHEREAS, The City Commission on January 29, 2016, by Resolution No. 6164-16, declare its intention to vacate the alley south of Stout Street from Catherine Street to South Patterson Boulevard; and

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that the alley south of Stout Street from Catherine Street to South Patterson Boulevard be vacated; and

WHEREAS, The City Plan Board has approved said vacation; and

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

WHEREAS, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

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

Section 1. That the alley south of Stout Street from Catherine Street to South Patterson Boulevard being more particularly bounded and described as follows:

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

is hereby vacated. The vacation shall be subject to the following conditions:

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

D. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant

Passed by the Commission ,2016

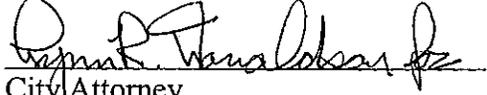
Signed by the Mayor ,2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney



MEMORANDUM

May 5, 2016

TO: Shelley Dickstein
City Manager

FROM: Stephen Finke, Deputy Director
Department of Public Works

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

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action.

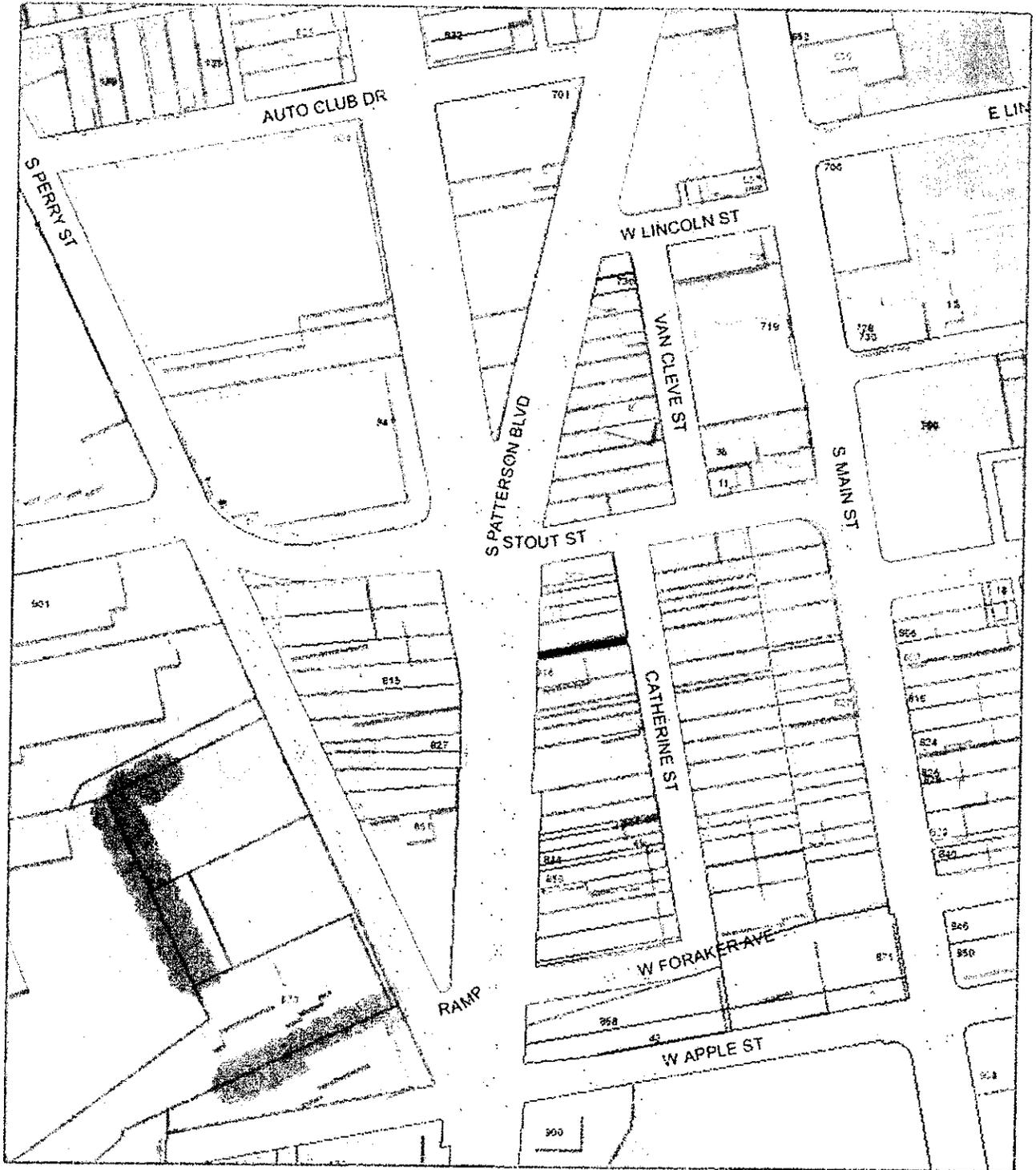
Petition No. 21109 requesting the vacation was received from Dent Logistics LLC on December 22, 2015. Resolution No. 6164-16 declaring the Commission's intention to vacate was adopted on January 29, 2016. The Board of Revision of Assessments recommended the vacation on March 1, 2016. The vacation will enable the abutting property owner to develop this property

SJF:jrw

Attachments

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

V-007-15



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

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

BY

NO. 6191-16.....

A RESOLUTION

Declaring the Intention of the Commission to Vacate the Right-of-Way in front of 3606 Lakeside Drive.

WHEREAS, The vacation of the right-of-way in front of 3606 Lakeside Drive as described herein is no longer needed as right of way; and

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

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

Section 1. Commission hereby declares its intention to vacate the Right-of-Way in front of 3606 Lakeside Drive being more particularly bounded and described in Exhibits A and B attached hereto. The vacation shall be subject to the following conditions:

- A. City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing 8" water main. With written consent from the City of Dayton Department of Water, these facilities may be relocated or abandoned at the expense of the applicant.
- B. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission, 2016

Signed by the Mayor, 2016

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

Exhibit A

Description for Right-of-Way Transfer
Section 6, Town 1, Range 6 East, City of Dayton
Montgomery County, Ohio
February 25, 2016

Situated in Section 6, Town 1, Range 6 East, City of Dayton, Montgomery County, Ohio, being part of the existing right-of-way of Lakeview Avenue (all references to deeds, official records, microfiche numbers, instrument records and plats refer to the Montgomery County Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows;

Beginning at the northeast corner of Lot 67771 of the revised and consecutive number of lots on the Plat of the City of Dayton, as shown on the Pineview Subdivision, Section One and recorded in Plat Book "DD", Page 47, thence North 02°43'02" West, 155.54 feet and being the **Point of Beginning** of the following described tract of land:

thence North 64°50'24" West, 149.47 feet;

thence with a curve to the right with a radius of 133.70 feet, an arc distance of 36.22 feet, a delta angle of 15°31'18" and a chord bearing and distance of North 51°37'44" East, 36.11 feet;

thence North 59°23'26" East, 33.19 feet;

thence along a curve to the right with a radius of 15.00 feet, an arc distance of 23.37 feet, a delta angle of 89°16'15" and a chord bearing and distance of South 75°58'27" East, 21.08 feet;

thence with a reverse curve to the left with a radius of 282.95 feet, an arc distance of 91.54 feet, a delta angle of 18°32'08" and a chord bearing and distance of South 40°36'23" East, 91.14 feet;

thence South 02°43'02" West, 28.60 feet to the **Point of Beginning**, containing 0.141 acres (6161 square feet).



GRAPHIC SCALE (IN FEET)
1 inch = 40 ft.



Exhibit B

City of Dayton
DB 1857, Pg. 610
13.79 Acres

City of Dayton
DB 1857, Pg. 610
13.79 Acres

Julia Ann Morris Capers
DMF 77-0328 B09

Vertiner Jay Higgins
and
Patricia Marie Davis
DMF 87-0511 B07

LOT
66218

LOT
66217

LOT
66216

LINE	BEARING	DISTANCE
L1	N 64°50'24" W	149.47'
L2	N 59°23'26" E	33.19'
L3	S 02°43'02" W	28.60'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.22'	133.70'	15°31'18"	N 51°37'44" E	36.11'
C2	23.37'	15.00'	89°16'15"	S 75°58'27" E	21.08'
C3	91.54'	282.95'	18°32'08"	S 40°36'23" E	91.14'

P.O.C.

RIGHT-OF-WAY TRANSFER

C.O.D. to Julie Ann M. Capers

CITY OF DAYTON		MONTGOMERY COUNTY, OHIO	
SCALE: 1" = 40'		DATE: FEBRUARY 25, 2018	
DESIGN	DRB	7NT	JOB NO.
DRAWN	DRB		S108-OH
CHKED	WER		SHEET NO.
			1 of 1

531 EAST THIRD STREET
DAYTON, OHIO 45402
OFFICE (937) 435-3200
FAX (937) 291-6549
email: 7nt@7nteng.com
www.7nteng.com

67770
PINEVIEW SUBD. SECTION ONE
PB "DD", PG 47

67769

67771

Exhibit A

Description for Right-of-Way Transfer
Section 6, Town 1, Range 6 East, City of Dayton
Montgomery County, Ohio
February 25, 2016

Situated in Section 6, Town 1, Range 6 East, City of Dayton, Montgomery County, Ohio, being part of the existing right-of-way of Lakeview Avenue (all references to deeds, official records, microfiche numbers, instrument records and plats refer to the Montgomery County Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows;

Beginning at the northeast corner of Lot 67771 of the revised and consecutive number of lots on the Plat of the City of Dayton, as shown on the Pineview Subdivision, Section One and recorded in Plat Book "DD", Page 47, thence North $02^{\circ}43'02''$ West, 155.54 feet and being the **Point of Beginning** of the following described tract of land:

thence North $64^{\circ}50'24''$ West, 149.47 feet;

thence with a curve to the right with a radius of 133.70 feet, an arc distance of 36.22 feet, a delta angle of $15^{\circ}31'18''$ and a chord bearing and distance of North $51^{\circ}37'44''$ East, 36.11 feet;

thence North $59^{\circ}23'26''$ East, 33.19 feet;

thence along a curve to the right with a radius of 15.00 feet, an arc distance of 23.37 feet, a delta angle of $89^{\circ}16'15''$ and a chord bearing and distance of South $75^{\circ}58'27''$ East, 21.08 feet;

thence with a reverse curve to the left with a radius of 282.95 feet, an arc distance of 91.54 feet, a delta angle of $18^{\circ}32'08''$ and a chord bearing and distance of South $40^{\circ}36'23''$ East, 91.14 feet;

thence South $02^{\circ}43'02''$ West, 28.60 feet to the **Point of Beginning**, containing 0.141 acres (6161 square feet).



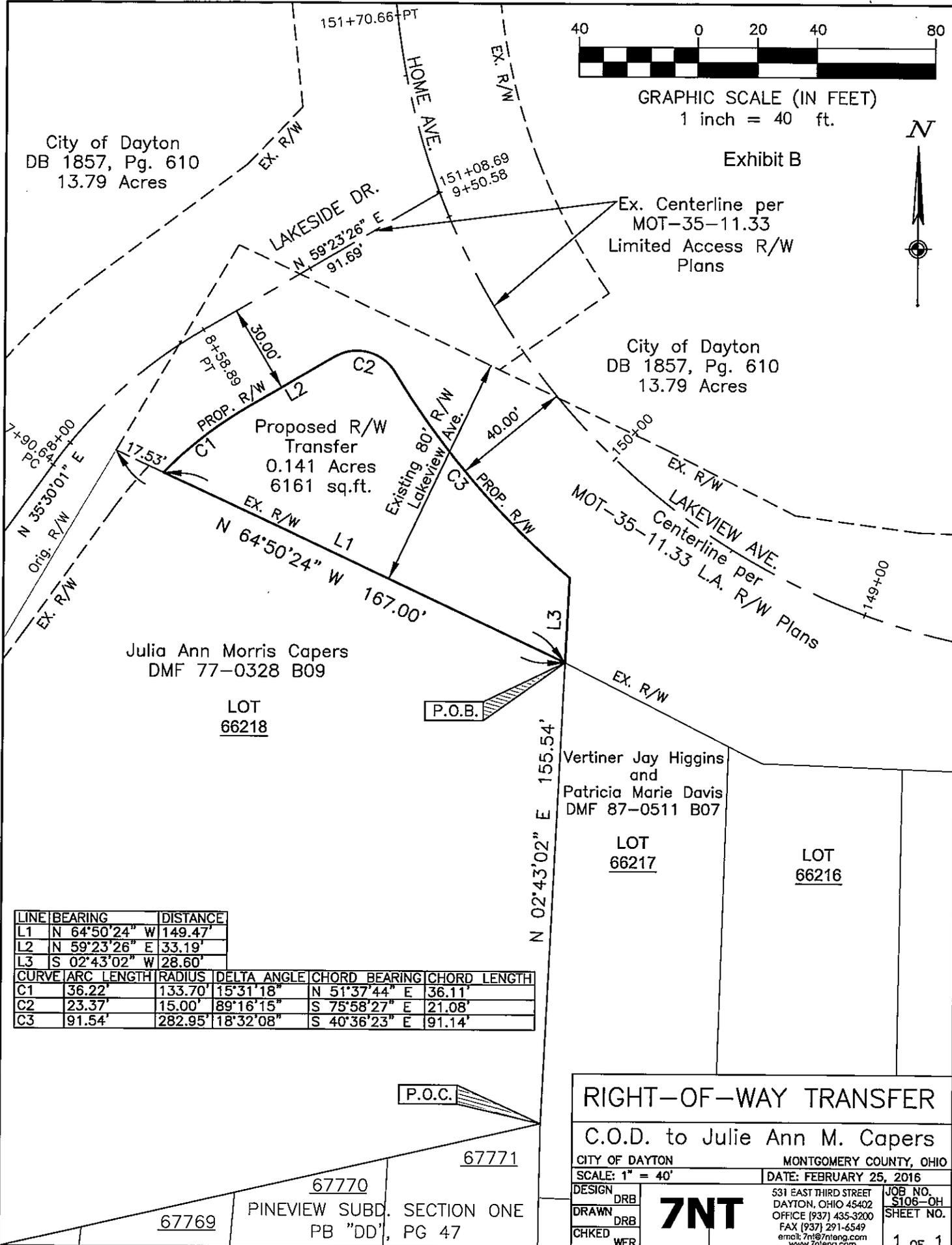
GRAPHIC SCALE (IN FEET)
1 inch = 40 ft.

Exhibit B



City of Dayton
DB 1857, Pg. 610
13.79 Acres

City of Dayton
DB 1857, Pg. 610
13.79 Acres



LINE	BEARING	DISTANCE
L1	N 64°50'24" W	149.47'
L2	N 59°23'26" E	33.19'
L3	S 02°43'02" W	28.60'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.22'	133.70'	15°31'18"	N 51°37'44" E	36.11'
C2	23.37'	15.00'	89°16'15"	S 75°58'27" E	21.08'
C3	91.54'	282.95'	18°32'08"	S 40°36'23" E	91.14'

RIGHT-OF-WAY TRANSFER

C.O.D. to Julie Ann M. Capers

CITY OF DAYTON MONTGOMERY COUNTY, OHIO
SCALE: 1" = 40' DATE: FEBRUARY 25, 2016

DESIGN DRB
DRAWN DRB
CHKD WER



531 EAST THIRD STREET
DAYTON, OHIO 45402
OFFICE (937) 435-3200
FAX (937) 291-6549
email: 7nt@7nteng.com
www.7nteng.com

JOB NO. S108-OH
SHEET NO.



MEMORANDUM

May 5, 2016

TO: Shelley Dickstein
City Manager

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

SUBJECT: The Vacation of the Right-of-Way in front of 3606 Lakeside Drive.

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

Petition No. 21126 requesting the vacation was received from Julia A. Capers on April 14, 2016. The property being vacated is no longer needed as public right of way.

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

JRW

Attachments

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

CHECK OF PETITION

Right-of-Way in front of 3606 Lakeside Drive.

Checked 4/28/16 by Joseph Weinel

Total Frontage	167.00	lin. ft.
Frontage signed	167.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Julia A. Capers	66218	167.00	133-14-8



City of Dayton City Plan Board

Decision Memorandum

September 9, 2015

Ms. Julia Capers
3606 Lakeside Drive
Dayton, OH 45417

Re: V-004-2015 – Public Way Vacation – Approximately 0.135 acres of right-of-way at 3606 Lakeside Drive

Meeting Date: September 8, 2015

Decision: Established Conditions

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

1. The applicant shall supply a metes and bounds description with the petition to vacate.
2. The City of Dayton Department of Water shall retain an easement for the existing 8" water main that runs through the subject site. The easement boundaries shall be a minimum of 20-ft wide with the utility centered in the easement. With the written consent from the City of Dayton Department of Water, the storm sewer may be relocated or abandoned at the expense of the applicant.
3. AT&T shall retain an easement over, under, and through the vacated area for existing facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

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

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

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

1st Reading

16.

By..... No. 6192-16.....

A RESOLUTION

**Establishing the Community Police Council
And Repealing Resolution No. 6165-16**

WHEREAS, The Community Police Council (CPC) was established in 2011 after a high profile incident brought to light historical tensions between the community and police; and

WHEREAS, The CPC serves the Dayton community by promoting mutual responsibility for public safety and by addressing the concerns of all residents; and

WHEREAS, The goals of the CPC are to strengthen relations with police, youth and citizens at large to foster trust, fairness and respect; increase community engagement to reduce and prevent crime and incivility; strengthen mutual accountability for safety; and establish and refine responses and protocols to events that divide community and police; and

WHEREAS, This Commission agrees that it is in the best interest of the City to establish the CPC; and

WHEREAS, This Commission previously adopted Resolution No. 6165-16 on February 3, 2016; now, therefore,

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

Section 1. Community Police Council. This Commission hereby formalizes a Community Police Council ("Council") under the auspices of the Human Relations Council.

Section 2. Purpose and Responsibilities of the Community Police Council.

- a. Create opportunities for residents and youth to engage with police and speak-out about safety in their neighborhoods.
- b. Listen to individuals, social groups and organizations speak frankly about their relations with police.
- c. Build trust through clear and accurate communication.
- d. Respond swiftly to events dividing police from individuals, neighborhoods and the community.
- e. Coordinate activities city-wide to strengthen community-police relations.
- f. Increase community involvement in reducing and preventing crime and incivility by promoting mutual responsibility and accountability throughout the Dayton community for public safety.

- g. Educate community members on the citizen's appeals process and encourage the community to file complaints when they feel they have been victims of police misconduct.
- h. Use community feedback to recommend strategies for improving community police relations.
- i. Review data to identify systemic issues affecting community/police relations and identify potential solutions.
- j. Disseminate annual report to community summarizing data analysis

Section 3. Membership, Appointment and Terms. This Commission shall appoint no fewer than 11 and no more than 15 persons to serve up to two 3-year terms as members of the Council.

- a. The current members of the Council will serve staggering terms of no more than three years to balance continuity with new perspective members and identify members to recommend to the Commission to appoint for the remaining open seats of the Council. Thereafter, terms of office for new members will be three years and will end on December 31st of a year or until a successor is appointed. Members may be re-appointed to a second three year term. Members of the Council may not be re-appointed thereto after such second term until after a one-year absence from the Council.
- b. Every effort shall be made to recruit members based on the following categories:
 - 1. Live or work in the City of Dayton
 - 2. At least one individual between the ages of 18 and 24
 - 3. At least one individuals between the ages of 25 and 35
 - 4. At least one person from the following categories:
 - a. Business
 - b. Social Service/Nonprofit
 - c. Education
 - d. Faith Based
 - e. Government/Law Enforcement
 - f. Community
 - g. Media
 - h. Entertainment
- a. All members of the Council shall possess a high level of interest in improving the relationship between the community and police.
- b. A representative from the City Commission Office shall be an ex- officio member of the Council.
- c. The Executive Director of the Human Relations Council shall be an ex-officio member of the Council.
- d. The City Manager or his or her designee shall be an ex-officio member of the Council.

- e. The Chief of Police and two additional representatives of the Dayton Police Department, preferably one being the head of Internal Affairs, shall be ex-officio members of the Council.
- f. The number of members allowed shall not include ex-officio members of the Council.

Section 4. Officers. This Commission shall designate one member of the Council to serve as Chairperson and one member of the Council to serve as Vice Chairperson for a term of two consecutive years or until a successor is appointed.

- a. The Chairperson shall preside over and conduct the meetings of the Council. The Chairperson may call special meetings of the Council by giving notice of such meetings to each member delivered at his or her place of residence or by electronic communication.
- b. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

Section 5. Compensation. The members of the Council shall serve without compensation.

Section 6. Vacancy and Removal.

- a. Each member shall attend all meetings however, unexcused absence from more than one-half of the meetings in any one calendar year shall result in termination of membership and removal from the Council.
- b. In the event of the death, disqualification, removal, or resignation of any person as member or officer of the Council, the Commission shall appoint a successor to serve the unexpired term of that member or officer.
- c. This Commission, by majority vote, may remove any member of the Committee at any time without notice.

Section 7. Meetings of the Council. The Council shall meet at such times as the Chairperson of the Council directs, but no less than once per quarter. Members of the Council present at each meeting shall constitute a quorum for the transaction of business.

Section 8. Resolution No. 6165-16 adopted on February 3, 2016, is hereby repealed.

ADOPTED BY THE COMMISSION.....,2016

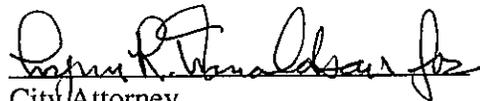
SIGNED BY THE MAYOR.....,2016

MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Clerk of Commission

Approved as to form:



City Attorney

10111-0 011:24

By MR. Mius

No. 6189-16

A RESOLUTION

Approving the Submission of a Grant Application and Authorizing The Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Sixty-Six Thousand Eighty-Five Dollars (\$66,085) on behalf of the City of Dayton.

WHEREAS, the Montgomery County Solid Waste District administers a Recycling Incentive Grant Program; and,

WHEREAS, The City of Dayton submitted a Recycling Incentive Grant application seeking funding to upgrade the fall surfacing for playgrounds, including monies to purchase play curbing with ADA ramps and wood mulch; 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, Montgomery County Solid Waste District approved the City of Dayton's grant application and will award the City a Recycling Incentive Grant; now, therefore,

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

Section 1. That the City Manager or her designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton that are necessary to accept a grant in the amount of Sixty-Six Thousand Eighty-Five Dollars and Zero Cents (\$66,085.00) from the Montgomery County Solid Waste District.

Section 2. That although grant funds may not be expended or committed until the effective date of this Resolution, the solicitation of bids, negotiation of contracts and other planning activities associated with the grant may commence immediately.

ADOPTED BY THE COMMISSION May 18, 2016

SIGNED BY THE MAYOR May 18, 2016

Ken Whaley
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Rashella Lavender
Clerk of Commission

Approved as to form:

Debra K. Donaldson for
City Attorney

CERTIFICATE OF FUNDS

CF160154

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 x New Contract Renewal Contract Change Order:

Contract Start Date	04/15/16
Expiration Date	
Original Commission Approval	\$ 19,825.50
Initial Encumbrance	\$ -
Remaining Commission Approval	\$ 19,825.50
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	
Remaining Commission Approval	\$ 19,825.50

Required Documentation

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

Amount: <u> \$019,825.50 </u> Fund Code <u>10000</u> <u>6490</u> <u>1301</u> - <u>56</u> - <u>XXX</u> - <u>XXXX</u> <small>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>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>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>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: City of Dayton

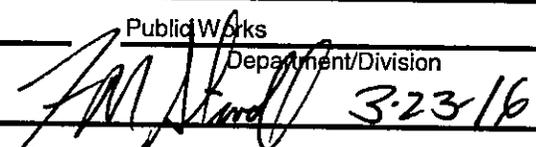
Vendor Address: _____
Street City State Zipcode + 4

Federal ID: 31-6000175

Commodity Code: 96299

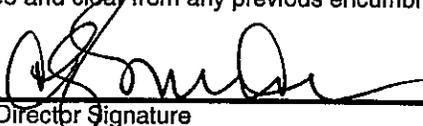
Purpose: COD cash match for the Montgomery County Solid Waste District's Incentive Grant to upgrade playground areas in the City of Dayton for safety and a better play experience.

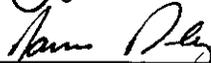
Contact Person: Angela C. Coleman Public Works 3/23/2016
Department/Division Date

Originating Department Director's Signature:  3-23-16

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.

 4-19-16
Finance Director Signature Date

 4/18/2016 CF160154
CF Prepared by Date CF/CT Number

SB 4/15/16