



## CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JULY 13, 2016

8:30 A.M.

### I. AGENDA SCHEDULE

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

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

### II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

#### A. Purchase Orders, Agreements and Contracts:

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

#### 1. Purchase Orders:

##### CENTRAL SERVICES

**A1. Integration Partners** (network switches and fiber modules installed and configured as needed through 12-31-16) **\$20,021.51**

##### PUBLIC WORKS

**B1. Crown Personnel Service, Inc.** (temporary employment services as needed through 12-31-16) **15,000.00**

1. **Purchase Orders:**

**WATER**

- C1. Applied Industrial Technologies** (bearings, belts, sprockets and related items as needed through 12-31-16) **\$7,500.00**
- C2. Temco, Inc.** (three level sensors and one level switch) **12,166.00**  
-Depts. of Central Services, Public Works and Water. **Total: \$54,687.51**

**B. Construction Contracts:**

2. **Layne Inliner, LLC – Award of Contract** – for the Carmonte and Longworth Sanitary Siphon Improvements ReBid (Open Market) – Dept. of Water/Water Engineering. **\$2,670,581.10**  
**(Thru 12/2017)**

**C. Revenue to the City:**

3. **Greater Dayton Regional Transit Authority – Service Agreement** – to continue collaboration for costs associated with specialized assignments of officers at the Downtown Transit Hub, Wright Stop Plaza, bus stops and selected routes within the City – Dept. of Police. **\$1,029,440.00**  
**(Thru 2018)**  
**(Revenue to the City)**

**E. Other – Contributions, Etc.:**

4. **Goodwill Easter Seals Miami Valley – Other** – for the installation of a bus shelter located on northbound South Main Street at 660 South Main Street – Dept. of Planning & Community Development/Land Use Administration. **\$24,000.00**  
**(Thru 6/30/18)**

**IV. LEGISLATION:**

**Emergency Ordinance – First and Second Reading:**

5. **No. 31503-16** Approving the Rules and Regulations for the Administration of the Source Water Protection Fund, and Declaring an Emergency.

**Emergency Resolution – First and Second Reading:**

6. **No. 6199-16** Authorizing the Acceptance of a Grant Award from the Ohio Office of Criminal Justice Services in an Amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00), and Declaring an Emergency.

**Emergency Ordinance – Second Reading:**

7. **No. 31500-16** Authorizing Submitting to the Electors of the City of Dayton a Proposal to Supplement the City Charter by Enacting Section 189 and to Supplement the Revised Code of General Ordinances by Enacting Section 36.102.7, and Declaring an Emergency.

**Emergency Resolution – Second Reading:**

8. **No. 6198-16** Specifying November 8, 2016, as the Date for Submitting to the Electors of the City of Dayton a Proposal to Supplement the City Charter by Enacting Section 189 and to Supplement the Revised Code of General Ordinances by Enacting Section 36.102.7, Directing the Board of Elections of Montgomery County to Conduct the Election, and Declaring an Emergency.

**Ordinances – Second Reading:**

9. **No. 31501-16** Amending, Enacting and Repealing Various Sections of Chapter 137 of the Revised Code of General Ordinances Relating to Solicitation.
10. **No. 31502-16** Amending the Official Zoning Map to Establish a HD-3 Historic Overlay District at 211 South Main Street.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 31504-16**

**RESOLUTION NO. 6200-16**

**IMPROVEMENT RESOLUTION NO. 3598-16**

**INFORMAL RESOLUTION NO. 925-16**



# City Manager's Report

1

**From** 5530 - CS/Purchasing

**Date** July 13, 2016

**Expense Type** Purchase Order

**Supplier, Vendor, Company, Individual**

**Total Amount** \$54,687.51

**Name** See Below

**Address** See Below

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

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

**Description**

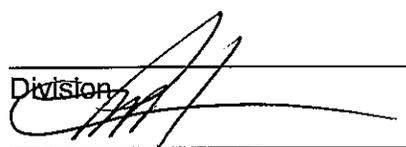
CENTRAL SERVICES – INFORMATION TECHNOLOGY

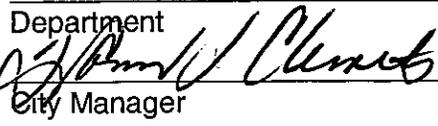
(A1) P1601005 – INTEGRATION PARTNERS, LEXINGTON, MA

- Network switches and fiber modules installed and configured, as needed through 12/31/2016.
- These goods are required for the Police and Fire MIS project and the City fiber rings.
- Integration Partners is recommended to ensure continuity and quality of operations as it installed and configured existing network equipment and because it is contracted to perform other related project work.
- The Department of Central Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Computer Hardware	40018-5560-1413-65	\$20,021.51

**Signatures/Approval**

Division \_\_\_\_\_  


Department \_\_\_\_\_  
  
 City Manager

*Approved by City Commission*

Clerk \_\_\_\_\_

Date \_\_\_\_\_

**PUBLIC WORKS – STREET MAINTENANCE**

**(B1) P1600671 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH**

- Temporary employment services, as needed through 12/31/2016.
- These services are required to provide temporary staffing to maintain normal operations of the Division of Street Maintenance.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 16001K, with pricing through 12/31/2016.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- This amendment increases the originally authorized amount of \$406,000.00 by \$15,000.00 for a total not to exceed \$421,000.00 and therefore requires City Commission approval.
- This purchase order amendment is required to supplement mowing crews.
- Unforeseeable additions of properties requiring mowing result in this purchase order amendment recommendation to increase scope of service.
- The Department of Public Works recommends approval of this order.

<b>Fiscal Year</b>	<b>Fund Source(s)</b>	<b>Fund Code(s)</b>	<b>Fund Amount(s)</b>
2016	Other Professional Services	10000-6430-1159-54	\$15,000.00

**WATER – WATER SUPPLY & TREATMENT**

**(C1) P1600351 – APPLIED INDUSTRIAL TECHNOLOGIES, PARMA, OH**

- Bearings, belts, sprockets and related items, as needed through 12/31/2016.
- These supplies are required to maintain operations at the Division of Water Supply and Treatment.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB N14041, with pricing through 2/28/2017.
- This amendment increases the originally authorized amount of \$30,000.00 by \$7,500.00 for a total not to exceed \$37,500.00 and therefore requires City Commission approval. The Dayton City Commission pre-authorized the 2016 purchase order in the amount of \$20,000.00, which was increased by \$10,000.00 at the request of the Water Department.
- The Department of Water requests this first amendment in the amount of \$7,500.00 to replace a worn drive chain in Flocculation Basin No. 4 at the Ottawa Water Treatment Plant.
- Alternatives to amending this purchase order were not considered because rates, terms, and agreement were already competitively bid.
- The Department of Water recommends approval of this order.

<b>Fiscal Year</b>	<b>Fund Source(s)</b>	<b>Fund Code(s)</b>	<b>Fund Amount(s)</b>
2016	Supplies and Materials	53000-3430-1301-54	\$7,500.00

WATER – WATER SUPPLY & TREATMENT (CONTINUED)(C2) P1601006– TEMCO, INC., LOVELAND, OH.

- Three (3) level sensors and one (1) level switch.
- These goods are required to replace level indicators and instrumentation for the bulk fluoride storage system at the Ottawa Water Treatment Plant.
- Temco, Inc. is recommended as the sole regional distributor for multiple brands of related supplies, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Supplies and Materials	53000-3430-1301-54	\$12,166.00

The aforementioned departments recommend approval of these orders.



# City Manager's Report

2.

From 3420- Water/Water Engineering

Date July 13, 2016

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$2,670,581.10 (through 12/2017)

Name Layne Inliner, LLC  
Address 4143 Weaver Court  
Hilliard, OH 43026

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2013 Sanitary Capital Funds (Debt)	55802-3445-1424-54-SF1411	\$870,581.10
2016 Sanitary Capital Funds (Cash)	55002-3445-1424-54-SF1411	\$1,800,000.00

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

**Description**

**CARMONTE AND LONGWORTH SANITARY SIPHON IMPROVEMENTS REBID (OPEN MARKET)**

The Department of Water requests permission to enter into an Agreement with Layne Inliner, LLC, in the amount of \$2,670,581.10 for the Carmonte and Longworth Sanitary Siphon Improvements project. This amount includes the base bid of \$2,427,801.00 and Alternate No. 1 - Contingency Allowance for \$242,780.10 (10% of the base bid). This project consists of lining the sanitary sewer siphons and rehabilitating the inlet and outlet chambers of the Carmonte and Longworth siphons and doing other work incidental thereto.

One bid was received for this project on June 2, 2016. After evaluation, Layne Inliner, LLC's bid was recommended. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$2,700,000.00. The time for contract completion is December 31, 2016. The expiration date identified on the Certificate of Funds is December 31, 2017.

This project is being funded using \$870,581.10 from 2013 Sanitary Capital Funds (Debt), and \$1,800,000.00 from 2016 Sanitary Capital Funds (Cash). This project supports the Asset Management Capital Reinvestment Program by lining existing sanitary sewers that have been targeted as priority areas for infiltration/inflow reduction. This project is identified in the Sanitary Master Plan.

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

Scott Blue for AZ

Division

Michelle D. Simmer for MO

Department

Garry J. Casper

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

# CERTIFICATE OF FUNDS

CT 161470

**SECTION I - to be completed by User Department**

**NO DRAFT DOCUMENTS PERMITTED**

<u>  X  </u> New Contract	<u>          </u> Renewal Contract	<u>          </u> Change Order	
Contract Start Date	07/13/16	<b>Required Documentation</b>	
Expiration Date	12/31/17		
Original Commission Approval	\$ 2,670,581.10		<u>  X  </u> Initial City Manager's Report
Initial Encumbrance	\$ 2,670,581.10		<u>  X  </u> Initial Certificate of Funds
Remaining Commission Approval	\$ -		<u>  X  </u> Initial Agreement/Contract
Original CT/CF			
Increase Encumbrance	\$ -	<u>          </u> Copy of City Manager's Report	
Decrease Encumbrance	\$ -	<u>          </u> Copy of Original Certificate of Funds	
Remaining Commission Approval	\$ -		

Amount: <u>  \$870,581.10  </u> Fund Code <u>55802 - 3445 - 1424 - 54 - SF1411 -</u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>	Amount: <u>                  </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX -</u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>
Amount: <u>  \$ 1,800,000.00  </u> Fund Code <u>55002 - 3445 - 1424 - 54 - SF1411 -</u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>	Amount: <u>                  </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX -</u> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>

**Attach additional pages for more FOAPALS**

Vendor Name: Layne Inliner, LLC

Vendor Address: 4143 Weaver Court      Hilliard,      Ohio      43026  
Street      City      State      Zipcode + 4

Federal ID: 01-0684682

Commodity Code: 96869

Purpose: Award of Contract for Carmonte and Longworth Sanitary Siphon Improvements Rebid (Open Market)

Project funded using \$870,581.10 from 2013 Sanitary Capital Funds (Debt), and \$1,800,000.00 from 2016 Sanitary Capital Funds (Cash).

Contact Person: Lisa Burton-Yates      Water/Water Engineering      6/15/2016  
Department/Division      Date

Originating Department Director's Signature: *Michael Powell*

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

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

Finance Director Signature: <u><i>Ladhea Smith</i></u>	Date: <u>06/29/16</u>
CF Prepared by: <u><i>Cynthia Rogers Bruggen</i></u>	Date: <u>6/29/2016</u> <u>CT 161470</u> <small style="margin-left: 100px;">Date</small> <small style="margin-left: 100px;">CF/CT Number</small>

*Kenn SA 6/29/16*



# City Manager's Report

From 6210 - Police Director

Date July 13, 2016

Expense Type Service Agreement

Total Amount \$1,029,440 (thru 2018)

**Supplier, Vendor, Company, Individual**

Name Greater Dayton Regional Transit Authority

Address 4 South Main St.  
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-22611-71	\$1,029,440

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

**Description**

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

This Agreement in the amount of \$935,840 and the additional \$93,600 for contingencies, and is a not to exceed total for the three year term, if all renewal option years are selected. The contingency portions of revenue for optional years will be determined upon renewal. This Agreement continues the Community Policing efforts requested by RTA and the collaborative efforts which have been ongoing since March 2005.

The 1<sup>st</sup> term of the Agreement shall commence August 1, 2016 and end July 31, 2017, with two one year renewal options. The estimated and not to exceed revenue for this Agreement and two (2) one year renewals is as follows:

- \$305,712 plus \$25,000 contingency
- \$311,936 plus contingency based upon outcome of next Fraternal Order of Police (FOP) contract
- \$318,192 plus contingency based upon outcome of next FOP contract

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

The Certificate of Revenue is attached.

**Signatures/Approval**

*Approved by City Commission*

Division

Department

City Manager

Clerk

Date



## AGREEMENT

**This Agreement**, made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dayton, Ohio (hereinafter referred to as the "City"), and the Greater Dayton Regional Transit Authority (hereinafter referred to as the "RTA").

### WITNESSETH:

**Whereas**, the RTA desires City of Dayton Police Officers to provide general police services and to respond to altercations, fare disputes, assaults and other breaches of the peace that could occur on RTA bus routes, bus stops; and

**Whereas**, the presence of patrol officers providing policing services at the RTA Downtown Transit Hub, Wright Stop Plaza and the immediate area, as defined in the attached Exhibit "A", has proven beneficial to the residents, employees and citizens of Dayton in the past; and

**Whereas**, the City is capable and willing to provide the requested services; now, therefore,

In consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

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

<b>COVERAGE CHART</b>			
<b>(2 Police Officers)</b>			
<b>DAY</b>	<b>SHIFT</b>	<b>HOURS</b>	<b>TOTAL HOURS</b>
Monday-Friday	a.m. Transit hub/T	26	12 hours total daily x 5 days/week 60 hours/week
	p.m. Transit hub/T	34	
Saturday	Transit hub/T	8	Additional 8 hours/week
Variable	Ride along	16	Variable 16 hours/week
1st-3 <sup>rd</sup> business days of each month	Transit hub/T or ride along	12/day	Varied 36 hours/month
Variable	Patrol routes in marked unit	0	Not scheduled, shall adjust schedule hours and utilize contingency
		400/mo +	4,800 hours/year, plus route patrol

The above hours reflect the approximate schedule for the City of Dayton Police Officers. The request to patrol additional trouble spots on bus routes within the City limits may result in schedule reductions above.

2. This Agreement shall be effective August 1, 2016 and shall terminate July 31, 2017, except that the RTA shall have the option to renew this Agreement for two (2) additional twelve (12) month terms, in which case the expiration date will be July 31, 2019, or when funds are expended, whichever comes first.

The RTA may exercise this option to renew by providing the City with written notice of its intent to renew at least sixty (60) days prior to the expiration of the then current term. Any renewal shall be reduced and executed in writing, signed by a duly authorized representative of the City and RTA, and if required or applicable, approved by the Commission of the City of Dayton, Ohio.

3. All Police Officers provided by the City pursuant to this Agreement shall remain subject to the authority of the City's Chief of Police and shall act and respond in accordance with the City's established procedures, rules and regulations.
4. It is expressly understood and agreed to by the RTA that no further use will be made of the assigned Police Officers without the express authorization of the City's Chief of Police or his duly authorized designee. The parties agree that the Police Officers assigned pursuant to this Agreement shall not be representatives, agents or employees of RTA.
5. It is expressly understood and agreed by both parties that the Police Officers assigned under this Agreement shall report any and all RTA security activities directly to the appropriate Dayton police supervisor.
6. RTA shall pay for services provided hereunder at the per hour rate, identified by the then active labor agreement as defined below, for each Police Officer assigned, not to exceed a maximum aggregate of \$305,712.00 and \$25,000 contingency from August 1, 2016 to July 31, 2017, a period of twelve (12) months.

If the RTA options to renew each year, as provided for in Section 2, the total shall not exceed a maximum aggregate of \$935,840 for the entire period of thirty six (36) months and in addition, total contingencies not to exceed \$93,600 for the total contract period of three (3) years. Option years as follows:

Option year one: \$311,936 plus contingency portion  
Option year two: \$318,192 plus contingency portion

Said rates listed above reflect an amount equal to 1-1/2 times the estimated future regular hourly rate of pay as established by the current agreement between the City and the Fraternal Order of Police, John C. Post Lodge #44 for each rank of police personnel, plus fringe benefits. RTA agrees to pay any increase in the foregoing hourly rates necessitated by negotiation of a new labor agreement or regulation, order or law binding upon the City. "Fringe benefits", as used herein includes pension, Workers' Compensation and other similar employer costs, as determined by the City's Finance Department.

- The City will invoice RTA for payment of the actual services provided. Invoices are to be submitted no less than on a monthly basis showing actual hours worked by each Police Officer and/or the assigned replacement Police Officer to the Security Manager. RTA will make payment to the City within thirty (30) days after receipt of an invoice.
7. RTA will provide telephone services to City police personnel assigned hereunder while performing duties. RTA shall pay all charges and costs for all utilities associated with the duties discharged herein. In addition, RTA shall make office space available to the Police Officers assigned hereunder, as a community-based police station, free of any rent, charge or other cost for such occupancy and use.
  8. The City agrees that it will restrict Police Officers assigned hereunder from being diverted from the Central Business District to perform other police work, unless said Police Officers are responding to a Priority 1 call. The RTA will not be responsible for payment during the time, if a Police Officer is called to a Priority 1 call.
  9. The City or RTA may terminate this Agreement upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. In the event this Agreement is terminated, RTA shall be relieved of any obligation to pay for any services performed or expenses incurred subsequent to the effective date of termination, and the City will be relieved of performing services and incurring expenses subsequent to the effective date of termination.
  10. The City and RTA may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of the City and RTA, is approved by the Chief of Police and the City Manager, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio, and/or the Greater Dayton RTA Board.
  11. This Agreement represents the entire Agreement between the City and RTA. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
  12. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City's rights with respect to any other or further breach.
  13. The City shall maintain detailed monthly incident reports of all police activities performed by the Police Officers assigned hereunder. Said incident reports shall be provided to RTA monthly in manner acceptable to both parties.

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

**WITNESSED BY:**

**GREATER DAYTON REGIONAL  
TRANSIT AUTHORITY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mark Donaghy, Executive Director

**CITY OF DAYTON, OHIO**

**APPROVED BY:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Director and Chief of Police

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_, 2016

Min./Bk. \_\_\_\_\_ Pg. \_\_\_\_\_





## MEMORANDUM

---

June 8, 2016

TO: Frederick Stovall, Director  
Department of Public Works

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

SUBJECT: **Carmonte & Longworth Sanitary Siphon Improvements (OM)**

The apparent low bidder, Layne Inliner, LLC, has been reviewed. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is Layne Inliner, LLC.

If you have any questions or need additional information contact Roshawn Winburn at 333-1439.

**NOTE TO CONTRACTORS:**

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

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

Bid Form Carmonte and Longworth Sanitary Siphon  
Improvements Rebid (open market)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder Layne Inliner, LLC  
4143 Weaver Court  
Hilliard, OH 43026  
\_\_\_\_\_

**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:

**CARMONTE AND LONGWORTH SANITARY SIPHON IMPROVEMENTS REBID**

**(OPEN MARKET)**

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)

CARMONTE AND LONGWORTH  
SANITARY SIPHON IMPROVEMENTS  
(OPEN MARKET)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
201	Clearing and Grubbing	1	L.S.	\$11,000.00	\$11,000.00
207	Temporary Soil Erosion and Sediment Control	1	L.S.	\$880.00	\$880.00
304	Aggregate Base	100	C.Y.	\$55.00	\$5,500.00
499 ODOT	Concrete Base, Fast Set, Class MS	50	S.Y.	\$143.00	\$7,150.00
614	Maintenance of Traffic	1	L.S.	\$18,000.00	\$18,000.00
615	Low Strength Mortar Backfill	500	C.Y.	\$88.00	\$44,000.00
653	Topsoil Furnished and Placed	60	C.Y.	\$83.00	\$4,980.00
659	Seeding and Mulching	1	L.S.	\$10,000.00	\$10,000.00
SP-1	Liner, 8"	617	L.F.	\$80.00	\$49,360.00
SP-1	Liner, 12"	617	L.F.	\$95.00	\$58,615.00
SP-1	Liner, 20"	1653	L.F.	\$104.00	\$171,912.00
SP-1	Liner, 36"	1740	L.F.	\$320.00	\$556,800.00
SP-2	Longworth East Chamber Rehab	1	L.S.	\$45,000.00	\$45,000.00
SP-3	Longworth West Chamber Rehab	1	L.S.	\$20,000.00	\$20,000.00
SP-4	Carmonte East Inlet Chamber Rehab	1	L.S.	\$20,000.00	\$20,000.00
SP-5	Carmonte East Cleanout Chamber Rehab	1	L.S.	\$20,000.00	\$20,000.00
SP-6	Carmonte West Outlet Chamber Rehab	1	L.S.	\$26,000.00	\$26,000.00
SP-7	Bypass Pumping	1	L.S.	\$1,080,000.00	\$1,080,000.00

Bid Form (Continued)

CARMONTE AND LONGWORTH  
SANITARY SIPHON IMPROVEMENTS  
(OPEN MARKET)

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>EST.</u> <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL \$</u>
SP-8	Chemical Grouting	750	GAL.	\$165.00	\$123,750.00
SP-9	Internal Host Pipe Repair	8	EA.	\$11,550.00	\$92,400.00
SP-10	Pre-Liner	2974	L.F.	\$21.00	\$62,454.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>\$2,427,801.00</b>

Bid Form (Continued)

CARMONTE AND LONGWORTH  
SANITARY SIPHON IMPROVEMENTS  
(OPEN MARKET)

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

ALTERNATE NO. 1  
CONTINGENCY ALLOWANCE

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

<u>ITEM</u> <u>NO.</u>	<u>DESCRIPTION</u>	<u>EST.</u> <u>QUANT.</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance  (Shall equal 10% of the Contractor's Total Base Bid)	1	LUMP	\$242,780.10	\$242,780.10
<b>TOTAL ALTERNATE NO. 1</b>				<b>\$</b>	<b>\$242,780.10</b>

Bid Form (Continued)

**CARMONTE AND LONGWORTH**  
**SANITARY SIPHON IMPROVEMENTS**  
**(OPEN MARKET)**

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ 971,120.40	\$ 1,456,680.60	\$ 2,427,801.00
TOTAL ALT. NO 1 (Contingency Allowance)	\$ - 0 -	\$ 242,780.10	\$ 242,780.10

The time of completion fixed by the City is 120 Calendar Days.

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

NAME

ADDRESS

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

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## 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 XX

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

Layne Inliner, LLC

State of Incorporation

Indiana

Name and Title of  
Officers with Authority  
to Sign Contract

Larry Purlee - President

Denise McClanahan - Vice President      Kathy Jarrell - Branch Manager

Home Office Address

4143 Weaver Court, Hilliard, OH 43026

Local Address

N/A

Telephone 614-529-6440

Fax 614-529-6441

E-mail kathy.jarrell@layne.com

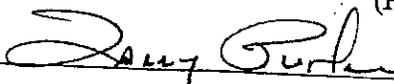
Federal I.D.# 01-0684682

Dated this 27 day of May, 2016

Bidder: Layne Inliner, LLC

(Person, Firm, or Corporation)

By:



Title: President

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

\_\_\_\_\_ Certified Check

\_\_\_\_\_ Cashier's Check

Amount \_\_\_\_\_ Dollars

on \_\_\_\_\_ Bank

of \_\_\_\_\_ is Attached

\_\_\_\_\_  
Bidder

Cash in the amount of \_\_\_\_\_  
Dollars is attached.

\_\_\_\_\_  
Bidder

**BID BOND**

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

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, Layne Inliner, 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 2nd day of June, 2016.

Layne Inliner, LLC  
By: [Signature]  
LARRY PURLEE Bidder  
PRESIDENT

Travelers Casualty and Surety Company of America  
By: [Signature]  
William A. Kantlehner, III Surety Attorney-In-Fact

Garrett-Stotz Company  
Name of Insurance Agency

1601 Alliant Avenue, Louisville, KY 40299  
Address of Insurance Agency

Telephone 502-415-7000 FAX 502-415-7002  
COUNTERSIGNED BY:

[Signature]  
Susan E. Hurd, Hylant Group, Inc.  
565 Metro Place South, Suite 450, Dublin, OH 43017

**TRAVELERS**

**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228860

Certificate No. 006458586

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Stuart P. Peterson, Andrea Cortes, Ryan P Mitchell, and Andrew G. Windhorst, Jr.

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.  
Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of January, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 14th day of January, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 54,550,881	UNEARNED PREMIUMS	\$ 862,633,464
BONDS	3,500,572,838	LOSSES	735,725,171
STOCKS	245,901,111	LOSS ADJUSTMENT EXPENSES	278,900,106
INVESTMENT INCOME DUE AND ACCRUED	43,905,720	COMMISSIONS	35,398,814
OTHER INVESTED ASSETS	3,580,975	TAXES, LICENSES AND FEES	11,351,717
PREMIUM BALANCES	200,990,913	OTHER EXPENSES	39,466,867
NET DEFERRED TAX ASSET	65,751,196	CURRENT FEDERAL AND FOREIGN INCOME TAXES	15,158,620
REINSURANCE RECOVERABLE	22,532,968	REMITTANCES AND ITEMS NOT ALLOCATED	4,995,722
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,772,178	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,959,653
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	29,869,492	RETROACTIVE REINSURANCE RESERVE ASSUMED	898,144
OTHER ASSETS	5,685,697	POLICYHOLDER DIVIDENDS	9,080,181
		PROVISION FOR REINSURANCE	3,834,904
		ADVANCE PREMIUM	1,572,635
		PAYABLE FOR SECURITIES	8,000,000
		PAYABLE FOR SECURITIES LENDING	11,772,178
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,038,328
		ESCHEAT LIABILITY	684,927
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,858,650
		TOTAL LIABILITIES	\$ 2,081,307,981
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,663,312,026
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,103,595,786
TOTAL ASSETS	\$ 4,184,903,769	TOTAL LIABILITIES & SURPLUS	\$ 4,184,903,769

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

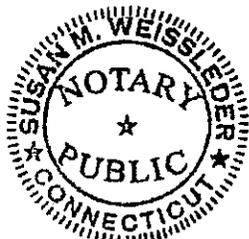
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2015.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 18TH DAY OF MARCH, 2016



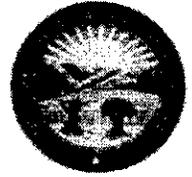
Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

### Certificate of Compliance



Issued 03/21/2016

Effective 04/02/2016

Expires 04/01/2017

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

#### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

##### Section 3929.01 (A)

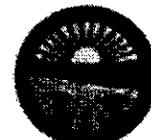
Accident & Health	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Ocean Marine
Boiler & Machinery	Other Liability
Burglary & Theft	Private Passenger Auto - Liability
Commercial Auto - Liability	Private Passenger Auto - No Fault
Commercial Auto - No Fault	Private Passenger Auto - Physical Damage
Commercial Auto - Physical Damage	Surety
Credit	Workers Compensation
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$4,184,903,769, liabilities in the amount of \$2,081,307,981, and surplus of at least \$2,103,595,788.

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



Please see attached.

**BID BOND**

AMOUNT \$ \_\_\_\_\_

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Bidder

\_\_\_\_\_

Surety

\_\_\_\_\_

Name of Insurance Agency

\_\_\_\_\_

Address of Insurance Agency

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 3)

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

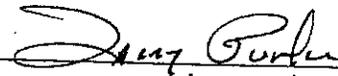
Ordinances, I, Larry Purlee hereby certify that \_\_\_\_\_  
(print name - an Officer of the company)

Layne Inliner, LC 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: May 27, 2016

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 3)

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

<u>Health insurance</u>	_____
<u>Dental insurance</u>	_____
<u>Vision insurance</u>	_____
<u>401k</u>	_____
<u>Short term disability</u>	_____
<u>Long term disability</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.

<u>N/A</u>	_____
_____	_____

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

<u>Municipal &amp; Contractor Sealing Products</u>	_____
<u>C.G. Construction</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 Union, ss:

Larry Purlee being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Layne Inliner, 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 Indiana.
  - 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: Larry Purlee

Title: President

STATE OF OHIO,  
COUNTY OF Union, ss:

Sworn to before me and subscribe in my presence by Larry Purlee  
this 27 day of May, 2016



**JEREMY INGLE**  
Notary Public  
in and for the State of Ohio  
My Commission Expires  
September 26, 2017





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**

Layne Inliner, LLC (Contractor)  
certifies that:

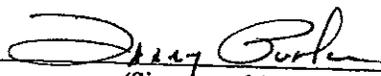
1. The following listed construction trades will be used in performance of this project.

- Sewer rehabilitation \_\_\_\_\_
- Clearing/grubbing \_\_\_\_\_
- Chamber rehabilitation \_\_\_\_\_
- Grouting \_\_\_\_\_
- Internal host pipe repair \_\_\_\_\_

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

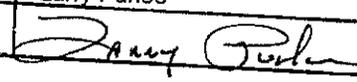
**FAILURE TO SUBMIT AND SIGN THIS DOCUMENT WITH YOUR BID  
WILL RESULT IN YOUR BID NOT BEING READ**



Project Name:

(Circle one: **SBE**/MBE/WBE/DLSB/DBE/HUD Section 3) **PARTICIPATION FORM**  
Carmonte and Longworth Sanitary Siphon Improvements Rebid (Open Market)

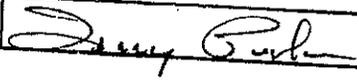
This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the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

Please Check One					Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>		
Certified Business Firm Name:						
Tax I.D. Number:						
Street Address:						
City/State/ Zip Code:						
Phone (area code/#):	E-mail:					
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____			Total \$ to subcontract <u>N/A</u>		Total % subcontract _____	
PRIME CONTRACTOR'S REPRESENTATIVE						
Print Name:	Larry Purlee		Street Address	4143 Weaver Court		
Sign Name:			City/State/Zip	Hilliard, OH 43026		

Project Name:

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM  
Carmonte and Longworth Sanitary Siphon Improvements Rebid (Open Market)

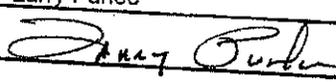
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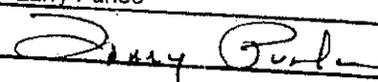
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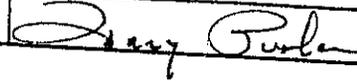
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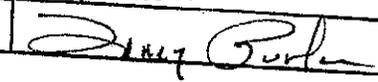
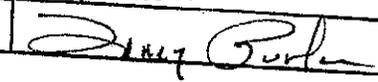
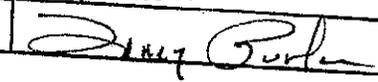
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## Display Solicitation Record

Your solicitation has been entered in SUB-Net database. Thank you very much!

Prime's Name: **Layne Inliner, LLC**

Contact: **Melissa Patch**

Address 1: **4143 Weaver Court**

Address 2:

City: **Hilliard** State: **OH**

Zip: **43026** Zip+4:

Phone: **614-529-6440**

Fax: **614-529-6440**

Email: **[melissa.patch@layne.com](mailto:melissa.patch@layne.com)**

Seeking: • **US Department Of Transportation Disadvantaged Business Enterprise (DBE)**  
• **Small Disadvantaged Business (SDB)**  
• **Women Owned Small Business (WOSB)**  
• **Hubzone Small Business (HUBZSB)**  
• **Veteran Owned Small Business (VOSB)**  
• **Historically Black Colleges and Universities and Minority Institutions (HBCU & MI)**  
• **Other Small Business**  
• **Service-Disabled Veteran-Owned Small Business(SD-VOSB)**

Description: **Layne Inliner, LLC is seeking qualified contractors to quote a bid for the City of Dayton, OH (Carmonte and Longworth Sanitary Siphon Improvements (Open Market)). Subcontractors are needed for the following work: televise and clean sewer lines, clearing/grubbing, soil erosion/sediment control, aggregate base, concrete base, traffic maintenance, low strength mortar control, place top soil, seeding/mulching, chamber rehabilitation, chemical grouting, internal host pipe repair, pre-liner, bypass pumping, and any project restoration. Please have your quote to us by end of business June 01, 2016. The bid opening date is June 02, 2016. Please send quotes/questions to [melissa.patch@layne.com](mailto:melissa.patch@layne.com). Layne Inliner, LLC is an equal opportunity employer**

NAICS Code: **237110**

Place of performance: **OH - Ohio**

Prime Sol. Number: **CARMONTE & LONGWORTH**

Subcontract Sol. Number: **CARMONTE & LONGWORTH**

Bid Closing Date: **6/2/2016**

Time: **12:00 PM EDT**

[Back](#)

Web browser window showing a search results page for "Layne Interiors, LLC". The page includes a search bar, a list of search results, and detailed descriptions for several projects.

**Search Bar:** Keyword: [ ], Select your search address: [ ], Add classified in this category if you have not found appropriate category you can request adding this one.

**Search Results:**

- Item 1:** **Aluminum Enclosed Subcontractors Bid** (Bid # 2016-01) - Layne Interiors, LLC is seeking qualified subcontractors to build a bid for the City of Dayton, OH (Carmichael and Langston's Bentley Square Improvements Hotel (Down Market) Subcontractors are needed for the following work: interior and exterior stone work, masonry, carpentry, and stone/stone/stone/stone. Applicable items, concrete form, traffic maintenance, bar strength member control, stone for bid, masonry/brickwork, chimney construction, chimney painting, masonry roof joint repair, pre-pave, epoxy, grout, and any project restoration. Please have your quote to us by the end of business June 21, 2016. The bid opening date is June 21, 2016. Please send subcontractors to [layne@layne.com](mailto:layne@layne.com). Layne Interiors, LLC is an equal opportunity employer.
- Item 2:** **Aluminum Enclosed Subcontractors Bid** (Bid # 2016-01) - Layne Interiors, LLC is seeking qualified subcontractors to build a bid for the City of Dayton, OH (Carmichael and Langston's Bentley Square Improvements Hotel (Down Market) Subcontractors are needed for the following work: interior and exterior stone work, masonry, carpentry, and stone/stone/stone/stone. Applicable items, concrete form, traffic maintenance, bar strength member control, stone for bid, masonry/brickwork, chimney construction, chimney painting, masonry roof joint repair, pre-pave, epoxy, grout, and any project restoration. Please have your quote to us by the end of business June 21, 2016. The bid opening date is June 21, 2016. Please send subcontractors to [layne@layne.com](mailto:layne@layne.com). Layne Interiors, LLC is an equal opportunity employer.
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Select your search criteria:

Keyword:  State:   Active  Not Active

Add classified in this category / If you have not found appropriate category you can request adding new one

5 classifieds found

Items For Sale	0 of 0	<p><b>Attention Qualified SB/WBE/MBE/DLSB/DBE/Hud Section 3 Subcontractors (edit)</b> added: 05/27/16 edited: 05/27/16</p> <p>State(s): OH</p> <p>Layne Inliner, LLC is seeking qualified contractors to quote a bid for the City of Dayton, OH (Carmonte and Longworth Sanitary Siphon Improvements Rebid (Open Market)). Subcontractors are needed for the following work: televise and clean sewer lines, clearing/grubbing, soil erosion/sediment control, aggregate base, concrete base, traffic maintenance, low strength mortar control, place top soil, seeding/mulching, chamber rehabilitation, chemical grouting, internal host pipe repair, pre-liner, bypass pumping, and any project restoration. Please have your quote to us by end of business June 01, 2016. The bid opening date is June 02, 2016. Please send quotes/questions to melissa.patch@layne.com. Layne Inliner, LLC is an equal opportunity employer</p>
Items Wanted	0 of 0	
Services Available	0 of 0	
Services Wanted	0 of 5	<p><b>Attention Qualified Subcontractors (edit)</b> added: 05/13/16 edited: 05/13/16</p> <p>State(s): OH</p> <p>We are seeking qualified subcontractors to quote a project for Fairfield County, Village of Baltimore, OH (Project No. 3 Maple Street Sanitary Sewer Lining and Project No. 4 Johnson Street Storm Sewer Lining). Subcontractors are needed for: erosion control, bulk concrete, manhole rehabilitation, manhole adjusted to grade, TV&amp; clean sewer lines, traffic maintenance, lateral reconnection and any project restoration. Please send questions/quotes to Melissa.patch@layne.com. Please send your quote by end of business May 19, 2016. The bid closing date is May 20, 2016. Layne Inliner, LLC is an EOE.</p>
Help Wanted	0 of 0	
MBE/WBE Available	0 of 0	<p><b>Attention Qualified MBE/WBE/DBE subcontractors (edit)</b> added: 05/02/16 edited: 05/02/16</p> <p>State(s): OH</p> <p>We are seeking qualified MBE/WBE/DBE subcontractors to quote a project for the City of Springfield, OH (2016 Misc. Sanitary Lining Project). Subcontractors are needed for: reconnect laterals, manhole rehabilitation, point repairs, lateral connection repair, TV and clean sewer lines, traffic maintenance and any project restoration. Please send quotes/questions to Melissa.patch@layne.com. Please have your quote to us by end of business May 12, 2016.</p>
MBE/WBE Wanted	5 of 128	<p>Layne Inliner, LLC is an EOE.</p>
Employment	0 of 0	
Public Ads		<p><b>Attention Qualified MBE/SBE/WBE Subcontractors (edit)</b> added: 04/22/16 edited: 04/22/16</p> <p>State(s): OH</p> <p>Layne Inliner, LLC is seeking qualified DBE subcontractors to quote a bid for City of Defiance, OH (Auglaize Interceptor Sewer Rehabilitation). Subcontractors are needed for: manhole rehabilitation, new manholes, replace manhole frame and cover, adjust manholes, lateral status determination/re-establish/trim/rehabilitation, access points, grading/seeding, tree planting, fencing, rock check dam, TV &amp; clean sewer line, traffic maintenance, and any project restoration. Please send quotes/questions to Melissa.patch@layne.com. Please have your quote to us by the end of business April 29, 2016. Layne Inliner, LLC is an EOE.</p>
		<p><b>Attention Qualified DBE/MBE/SBE Subcontractors (edit)</b> added: 04/20/16 edited: 04/20/16</p>

Post Solicitation sidebar with 'Update Company Profile' and 'Enter Solicitation' options, and a FedEx logo.

Your solicitation has been entered in SUB-Web database. Thank you very much!

Display Solicitation Record

Prime's Name: Layne Inliner, LLC
Contact: Melissa Patch
Address 1: 4143 Weaver Court
Address 2:
City: Hilliard State: OH
Zip: 43026 Zip+4:
Phone: 614-529-6440
Fax: 614-529-6440
Email: melissa.patch@layne.com

- Seeking:
• US Department Of Transportation Disadvantaged Business Enterprise (DBE)
• Small Disadvantaged Business (SDB)
• Woman Owned Small Business (WOSB)
• Hubzone Small Business (HUBZSB)
• Veteran Owned Small Business (VOSB)
• Historically Black Colleges and Universities and Minority Institutions (HBCU & MI)
• Other Small Business
• Service-Disabled Veteran-Owned Small Business (SD-VOSB)

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NAICS Code: 237110
Place of performance: OH - Ohio
Prime Sol. Number: CARMONTE & LONGWORTH
Subcontract Sol. Number: CARMONTE & LONGWORTH
Bid Closing Date: 6/2/2016
Time: 12:00 PM EDT

Back

Handwritten stamp: 12/10/16 11:3:31



# City Manager's Report

4.

**From** 2340 - Planning & CD / Land Use Administration

**Date** July 13, 2016

**Expense Type** Other, (See Description Below)

**Total Amount** \$24,000.00 (through 6/30/18)

**Supplier, Vendor, Company, Individual**

**Name** Goodwill Easter Seals Miami Valley

**Address** 660 S. Main Street  
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
RTA Community Projects	28188-2340-1159-53-PL1894	\$24,000.00

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

**Description**

The Department of Planning and Community Development is requesting approval of a Subrecipient Agreement with Goodwill Easter Seals Miami Valley for the installation of a RTA bus shelter located on northbound S. Main Street at 660 S. Main Street. RTA awarded the City of Dayton \$24,000.00 in the 2015 Community Grant Fund for the project. Goodwill Easter Seals Miami Valley will be responsible for implementing the project on behalf of the City and providing the required 20% local match of \$6,000.00. Goodwill Easter Seals Miami Valley will also maintain the bus shelter for its useful life, which RTA considers to be eight years (96 months) from installation. The total project cost is \$30,000.00.

This Agreement shall commence upon execution by the City and it shall terminate on June 30, 2018.

This agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and location map are attached.

**Signatures/Approval**

Division \_\_\_\_\_

Department \_\_\_\_\_

City Manager \_\_\_\_\_

*Approved by City Commission*

Clerk \_\_\_\_\_

Date \_\_\_\_\_



## SUBRECIPIENT AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the CITY OF DAYTON, OHIO, hereinafter referred to as "CITY," and GOODWILL EASTER SEALS MIAMI VALLEY hereinafter referred to as "GOODWILL".

### WITNESSETH THAT:

WHEREAS, the Greater Dayton Regional Transit Authority ("RTA") provided RTA Community Grants to local governments for transit-related capital improvements; and,

WHEREAS, the CITY applied for a grant, on behalf of GOODWILL, for the installation of a bus stop shelter at the intersection of 660 S. Main Street for the Goodwill RTA Bus Shelter Project ("Project"); and,

WHEREAS, the CITY received a RTA Community Grant in the amount of TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$24,000.00) for the installation of said bus stop shelter; and,

WHEREAS, GOODWILL desires to be the implementing agency for the installation of the bus stop shelter, and agrees to assume responsibility for all costs and expenses related thereto that exceed the RTA Community Grant award;

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

#### **1. SCOPE OF WORK AND BUDGET**

GOODWILL shall be responsible for the installation of the bus stop shelter at 660 South Main Street. Exhibit A contains the "Scope of Work and Budget" for the Project and is attached hereto and incorporated within.

GOODWILL shall enter into and administer all construction, procurement and professional contracts and agreements for the Project. In undertaking and completing the Project, GOODWILL agrees to comply with provisions of the Grant Agreement as if the terms and conditions of said Grant Agreement were specifically re-written herein, including the provisions related to bidding and award of contracts for the Project (see Exhibit B attached hereto, RTA Grant Agreement and Exhibit C attached hereto, RTA Policy and Standards Manual, Small Purchase Procedure). The Scope of Work and Budget contained in the Grant Agreement are superceded by the Scope of Work and Budget attached to this Agreement as Exhibit A.

In completing the Project, GOODWILL shall comply and require all contractors and/or subcontractors to comply with all applicable federal, state and local laws, regulations, orders, guidelines and codes.

2. **MAINTENANCE OF IMPROVEMENTS**

At 660 South Main Street, GOODWILL agrees to comply with all provisions of the Grant Agreement related to the continued maintenance, repair, and upkeep of the bus stop shelter. The CITY shall have the right, at anytime during the life of the improvements, to inspect improvements to ensure compliance with this Section.

3. **GRANT OF FUNDS**

The CITY shall make available to GOODWILL its RTA Community Grant funds in an amount not to exceed TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$24,000.00) or eighty percent (80%) of total Project cost, whichever is less, for the sole and express purpose of completing the Project identified herein. Said funds shall be used for the purposes identified in the Grant Agreement, specifically to offset the costs incurred in completing the Project. It is agreed that GOODWILL shall provide the required twenty percent (20%) Project match of total Project cost and shall assume complete responsibility for all Project costs and expenses exceeding TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$24,000.00).

GOODWILL shall invoice the CITY for those Project costs and expenses for which reimbursement is sought pursuant to this Agreement. Upon approval of the submitted invoice, the CITY shall pay the Project costs and expenses. Payments made by the CITY shall not exceed, in total, TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$24,000.00) or eighty percent (80%) of total Project cost, whichever is less.

All invoices shall detail the work or services performed and/or materials acquired and contain supporting information from the work/service/materials supplier substantiating the invoice amount. GOODWILL agrees to provide the CITY with photographs that clearly display the improvements obtained through the Project (before and after photographs). Upon request, GOODWILL shall furnish such other information and/or documentation as the CITY may reasonably request to substantiate the invoiced amount. All invoices will be verified by appropriate CITY staff for accuracy and compliance with the terms and conditions of this Agreement.

The CITY shall tender payment of all verified and approved invoices within thirty (30) days from receipt thereof. In the event an invoice(s) is not approved, the invoice(s) will be returned to GOODWILL for correction and/or additional documentation, with payment to be withheld until the CITY approves the invoice.

4. **MONITORING AND EVALUATION**

GOODWILL agrees that the CITY, RTA, or their agents shall monitor, evaluate and may provide guidance and direction to GOODWILL in the conduct of the work and activities to be performed under the terms of this Agreement.

5. **ENCUMBRANCE AND DISBURSEMENTS FOR PROJECT**

Disbursements of funds by GOODWILL shall be made for merchandise or services that have been properly budgeted and authorized for the Project and that are accompanied by an invoice, contract, purchase order or other authorization properly approved. Disbursements shall be made after certification by GOODWILL that it received the merchandise and/or services. All disbursements are to be made by check. No checks are to be payable to Cash. All checks shall be pre-numbered.

No funds are to be disbursed for the payment of costs incurred prior to the order to proceed, or costs incurred with respect to any action of GOODWILL after the CITY has requested that GOODWILL furnish data concerning such action prior to proceeding further, unless and until GOODWILL is thereafter advised in writing that the CITY does not object to so proceeding.

6. **RECORDS**

All cost and expenditures for the Project shall be supported by properly executed payroll, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or part to this Agreement, which shall be clearly identified and readily accessible to the CITY and/or RTA. At any time during normal business hours, upon not less than 24 hours prior notice to GOODWILL and as often as the CITY may deem necessary, GOODWILL shall make available to the CITY all of its records related to this Agreement. GOODWILL shall also permit the CITY to audit, examine and make excerpts or transcripts from such records and to have audits made of all contract(s), invoice(s), materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or part to matters covered by this Agreement.

GOODWILL shall provide to the CITY, within ten (10) days after the first day of each month unless otherwise specified or directed by the CITY, such records and documentation as the CITY may request in order to file its monthly reports in accordance with the reporting requirements set forth in the Grant Agreement.

7. **RETENTION OF RECORDS**

GOODWILL shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all work and services funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final payment. Notwithstanding the above, 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, then GOODWILL 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.

8. **NON-DISCRIMINATION**

GOODWILL shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of

birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood by GOODWILL 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 GOODWILL to comply therewith shall constitute a breach of this Agreement entitling the CITY, at its option, to terminate this Agreement.

GOODWILL shall also comply with applicable federal and state laws concerning non-discrimination, equal opportunity, accessibility, drug and alcohol free facilities and use of debarred, suspended or ineligible contractors.

RTA has an overall Disadvantaged Business Enterprise (DBE) goal of 10% and GOODWILL shall make a "Good Faith" effort to involve DBEs in the Project. Said "Good Faith" effort could include but is not limited to conducting market research to identify DBE contractors and/or suppliers; soliciting through all reasonable and available means the interest of certified DBEs; attend pre-bid meetings, business matchmaking events; posting of Notices of Sources Sought, etc. To that end, GOODWILL shall provide documentation to the CITY pertaining to how it complied with RTA's DBE goal.

9. **TERMINATION**

This Agreement may be terminated by the CITY, in the event of breach of this Agreement by GOODWILL, upon giving written notice of termination to GOODWILL at least thirty (30) days prior to the effective date of such termination. Notwithstanding the foregoing, in the event the Grant Agreement is terminated by RTA for any reason, the CITY may immediately terminate this Agreement.

In the event this Agreement is terminated, the CITY shall be relieved of any obligation to pay for any work or services performed subsequent to the effective date of termination.

10. **CONFLICT OF INTEREST**

No member of the governing body of the City of Dayton, Ohio and no officers, officials, agents or employees of the CITY, State of Ohio or government of the United States of America, shall have any personal financial interest, direct or indirect, in this contract. GOODWILL shall take appropriate steps to ensure compliance.

11. **INDEMNIFICATION**

GOODWILL 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 attorney's 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 GOODWILL or its employees, contractors, subcontractors, agents and representatives.

12. **AMENDMENT OR MODIFICATION**

CITY and GOODWILL may amend or modify this Agreement, at any time, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of the CITY and GOODWILL, approved by the CITY's Director of Planning and Community Development and if required or applicable, approved by the Commission of the City of Dayton, Ohio.

13. **ENTIRE AGREEMENT/INTEGRATION**

This Agreement represents the entire and integrated agreement between the CITY and GOODWILL. 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.

14. **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.

15. **WAIVER**

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

16. **NOTICES**

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

Kathy Rearick, Vice President of Marketing & Development  
Goodwill Easter Seal of Miami Valley  
660 S. Main Street  
Dayton, Ohio 45402  
[K.Rearick@gesmv.org](mailto:K.Rearick@gesmv.org)  
937-528-6329

Ken Marcellus, Community Development Specialist II  
City of Dayton  
Department of Planning and Community Development  
101 West Third Street  
Dayton, Ohio 45402  
[ken.marcellus@daytonohio.gov](mailto:ken.marcellus@daytonohio.gov)  
937-333-7381

Nothing contained in this Section shall be construed to restrict the transmission of routine communication between representatives of the CITY and GOODWILL.

17. **ASSIGNMENT**

GOODWILL shall not assign any rights or duties under this Agreement without the prior written consent of the CITY. Unless otherwise stated in the CITY's written consent of an assignment, no assignment will release or discharge GOODWILL from any obligation under this Agreement. Nothing contained in this section shall prevent GOODWILL from employing independent consultants, associates, and subcontractors to assist in the performance of the work and services required under this Agreement.

18. **INDEPENDENT CONTRACTOR**

The parties hereby agree that, at all times, GOODWILL shall be an independent contractor. As an independent contractor, the parties hereby agree that the relationship between the parties shall not be held out or constructed 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.

GOODWILL understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not CITY employees and not entitled to any of the emoluments of CITY employment. GOODWILL is not a "public employee" for the purpose of Ohio Public Employees Retirement System membership. Further, GOODWILL shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all local, state and federal taxes except for any taxes as to which GOODWILL is exempt.

19. **POLITICAL CONTRIBUTIONS**

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

20. **TERM**

This Agreement shall commence upon execution by the CITY and shall terminate on June 30, 2018, unless extended for an additional period by an amendment to this Agreement.

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

**CITY OF DAYTON, OHIO**

**GOODWILL EASTER SEALS  
MIAMI VALLEY**

\_\_\_\_\_  
City Manager

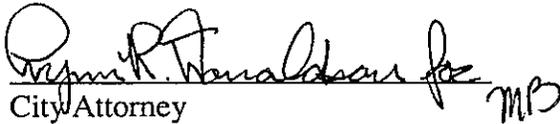
By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

  
\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_, 2016

Min./Bk. \_\_\_\_\_ Pg. \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK AND BUDGET  
2015 COMMUNITY GRANTS PROGRAM  
GOODWILL RTA BUS SHELTER UPGRADE**

<b>Project Resources</b>	<b>RTA Grant</b>	<b>GESMV Match</b>	<b>Cost Estimate</b>
Prefabricated shelter	\$9,200.00	\$2,300.00	\$11,500.00
Foundation/concrete work	\$6,000.00	\$1,500.00	\$7,500
Solar Lighting	\$2,000.00	\$500.00	\$2,500.00
Other Professional Fee	\$3,600.00	\$900.00	\$4,500.00
Contingency @ 20%	\$3,200.00	\$800.00	\$4,000.00
<b>TOTAL</b>	<b>\$24,000</b>	<b>\$6,000.00</b>	<b>\$30,000.00</b>
Total Grant Request			\$30,000.00
Match (20%) by GOODWILL			\$6,000.00



BY Mr. Joseph

NO. 31503-16

**AN ORDINANCE**

Approving the Rules and Regulations for the Administration of the Source Water Protection Fund, and Declaring an Emergency.

**WHEREAS**, The City of Dayton established the Source Water Protection Fund to remediate pollution that could affect the water supply and to pay the costs of activities that will reduce the risk of pollution to the public water supply; and,

**WHEREAS**, Revised Code of General Ordinances Section 53.40 authorizes the Source Water Protection Board to make rules and regulations for administration of the Source Water Protection Fund, subject to the approval of this Commission; and,

**WHEREAS**, Approval of the attached Rules and Regulations is in the best interest of the City of Dayton and the public; and,

**WHEREAS**, For the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of the Source Water Protection Fund, it is necessary that this Ordinance take effect immediately upon adoption; now, therefore,

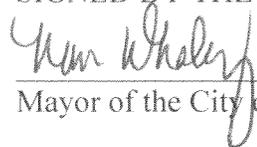
**BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:**

**Section 1.** That the Rules and Regulations for the Administration of the Source Water Protection Fund, in substantial form and substance as those attached hereto, are hereby approved.

**Section 2.** That for the reasons set forth in the preamble, this Ordinance is declared to be an emergency measure and shall take effect immediately upon passage.

PASSED BY THE COMMISSION... **July 13**....., 2016

SIGNED BY THE MAYOR.... **July 13**....., 2016

  
\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of the Commission

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**RULES and REGULATIONS  
for the  
ADMINISTRATION of the SOURCE WATER PROTECTION FUND**

PREAMBLE:

In order to secure and maintain protection of the public drinking water supply, the City of Dayton, Ohio ("City") Multi-Jurisdictional Source Water Protection Program ("SWPP") established the Source Water Protection Fund ("Fund") to be administered by the Source Water Protection Board ("Board").

On August 3, 1988, the Dayton City Commission unanimously adopted ordinances to establish a Well Field Protection Program to protect the City's drinking water supply from contamination. Ordinance No. 27789, which was subsequently amended by Ordinance No. 27867 on December 21, 1988, established the Well Field Protection Board.

On July 29, 2015, the Dayton City Commission unanimously adopted Ordinance No. 31427-15 which, in part, replaced the term Well Field Protection Program with Source Water Protection Program and the term Well Field Protection Fund and the Well Field Protection Board with Source Water Protection Fund and the Source Water Protection Board.

The Board is required to develop rules, regulations, and procedures (as may be amended from time to time) for the administration of the Fund.

GOAL

Provide funding for projects and activities which ensure a safe public drinking water supply for the City of Dayton and the region.

OBJECTIVES

The Board shall allocate funds for activities which protect the quality of the ground water resources that underlie the Source Water Protection Area ("SWPA"). These funds shall be allocated for:

1. Environmental emergencies/imminent threats to the Public Drinking Supply,
2. The mitigation of or to cause the mitigation of existing ground water contamination through monitoring and remedial measures, or
3. Reducing the risk of ground water contamination from existing activities through chemical inventory reduction, the installation of engineering controls, implementation of best management practices, education and training programs, or other appropriate means.

**SECTION 1. RESPONSIBILITIES OF THE BOARD**

- A. The Board shall administer the Fund by:
  1. Monitoring the state of the Fund;
  2. Establishing funding periods;
  3. Monitoring the disbursement of funds;
  4. Determining the eligibility of Projects;
  5. Determining an applicant's eligibility;

6. Assessing the effectiveness and viability of contracts, Memorandum of Understandings (“MOUs”), and Purchase Orders (“POs”); and,
7. Engaging in any activities deemed necessary to further the goal of the SWPP and the Fund.

B. The Board shall determine expenditures of the Fund based on:

1. Availability of funds;
2. Eligibility of Project/expenditure;
3. Merit of Project/expenditure; and
4. Need to secure and maintain protection of the public drinking water supply.

## **SECTION 2. DEFINITIONS**

“Applicant” means any entity that files an application for Fund financial assistance under the provisions of these rules through the Assistance Agreement.

“Assistance Agreement” means the legal instrument the Board, through a financial consultant, uses to transfer money, property, services, or anything of value to a recipient to accomplish a public purpose. The Assistance Agreement will consist of a commitment letter and any one or more of the following: conditional grant, loan agreement, cognovit note, conservation easement/use restriction, and any conditions as deemed necessary by the Board.

“Cognovit Note” means a promissory note which allows the creditor to obtain a judgment against the debtor without the need to file legal proceedings.

“Director of Water” means the Director of Water of the City of Dayton or their designee.

“Environmental Manager” means the Environmental Manager of the City of Dayton or their designee.

“Financial Consultant” means the financial institution administering the Source Water Protection Fund including financial assistance (loans and grants) to businesses, governments, and other entities in the multi-jurisdictional Source Water Protection Area.

“Project” means the activities and tasks considered necessary to secure and maintain the protection of the region’s public drinking water supply.

“Source Water Protection Area” (“SWPA”) means the land adjacent to the existing and proposed City of Dayton Well Fields which is located within the Ohio Environmental Protection Agency endorsed protection areas.

“Water Resource Area” means the area between the SWPA and the five-year time-of-travel boundary as denoted on the attached map.

“Well Field” means a tract of land that contains a number of wells for supplying water.

## **SECTION 3. PROCEDURES**

- A. Quorum: Three (3) members present shall constitute a quorum of the Board. However, a vote of three members of the Board is required for any action to be taken.
- B. Minutes: The Board shall maintain minutes of its open meetings, which shall be available for public inspection.

- C. Notice of Meetings: The Board shall post notice of the time and place of its regular meetings on the City of Dayton's website and shall issue a news release to all media that have requested notification of the meetings. For any meeting other than its regular meetings, the Board shall also issue a statement of the meeting's purpose and post it on the website as well as include it in the news release. When requested, individuals can receive email notification of every meeting by filling out an application with the City of Dayton Office of Public Affairs.
- D. Presentations by Members of the Public: Any individual from the public will be allowed no more than three (3) minutes to voice comments or concerns at the beginning of the meeting.

#### **SECTION 4. SCOPE**

- A. The Board shall consider the following when determining the expenditure of the Fund:
  - 1. Projects within the designated SWPA and the Water Resource Area ("WR") which reduce risk to the public water supply;
  - 2. Remediation of pollution that could affect the public water supply in the SWPA and the WR;
  - 3. The acquisition of interests in property necessary to reduce the risk of pollution to the public water supply;
  - 4. Chemical inventory reduction projects within the SWPA;
  - 5. Projects which abate pollution migrating into the designated SWPA and the WR;
  - 6. Educational publications, presentations, and activities for businesses and the public concerning the protection of the public water supply in the SWPA and the WR;
  - 7. On-going ground water investigations, monitoring and non-imminent threat emergencies in the SWPA and the WR;
  - 8. Multi-Jurisdictional governmental contracts and MOUs to educate, inspect, and assist businesses in remaining compliant with SWPP requirements and intent as well as contracts for Financial Consultant for disbursement of funds; and,
  - 9. Projects deemed necessary to further the goal of the SWPP and the Fund.
- B. The Board shall consider the following as ineligible Projects for the Source Water Protection Fund:
  - 1. Interests in private property will not be acquired through the Fund to compensate the owner for compliance with a lawful order, requirement or declaration from the federal, state or any local government, any regulatory agency thereof, or a court;
  - 2. Projects which reduce risk in one location but could potentially increase risk in another location in closer proximity to the public water supply;
  - 3. Chemical inventory reduction projects for properties outside of the SWPA; and,
  - 4. Any project the Board determines to be inconsistent with the objectives of the Program.

#### **SECTION 5. FUNDING FOR ENVIRONMENTAL EMERGENCIES/ IMMINENT THREATS TO THE PUBLIC WATER SUPPLY**

- A. The funds available for emergency response shall not be less than five million dollars (\$5,000,000.00) and shall be used solely to fund the following activities:
  - 1. Direct governmental response to an unanticipated occurrence resulting in ground water pollution;
  - 2. Maintenance of equipment and personnel on a stand-by capacity for governmental response to an unanticipated occurrence resulting in ground water pollution or the potential for groundwater pollution;
  - 3. Planning and preparedness activities related to governmental response to unanticipated occurrence resulting in ground water pollution or the potential for groundwater pollution;

4. Acquisition of easements and property interests as necessary for the purpose of the reduction or control of ground water pollution risks;
  5. Completing remediation activities/projects; or,
  6. Projects deemed necessary to further the goal of the SWPP and the Fund.
- B. The Board shall annually allocate funds for Emergency Response and Project implementation to prevent imminent threat.

## **SECTION 6. FUNDING OF PROJECTS WITHOUT AN ASSISTANCE AGREEMENT**

- A. The Board shall annually assess and approve the allocation of Funds for Projects deemed necessary to further the goal of the SWPP and the Fund, including, but not limited to:
1. Multi-Jurisdictional governmental contracts and MOUs for technical, inspectional, educational, and for other services as deemed necessary to further the goal of the SWPP and the Fund;
  2. Multi-Jurisdictional governmental contracts and MOUs to ensure ground water friendly development and to assist businesses with SWPP compliance requirements;
  3. Contracts for a Financial Consultant to administer and disburse funds;
  4. Purchase Orders/contracts as deemed necessary to further the goal of the SWPP and the Fund; and
  5. Other approved payments for any activity deemed necessary to further the goal of the SWPP and the Fund.
- B. Board actions upon Project approval:
1. The Board shall obligate monies from the Fund for the amount approved;
  2. The Board or its designee shall ensure the Contractor complies with all terms and conditions of the contract/MOU/Purchase Order;
  3. Each contract shall include a provision whereby the Board may terminate such Agreement by giving sixty (60) days written notice to the other party; and,
  4. The Board shall pay the Contractor for services rendered up to the date of termination.

## **SECTION 7. BOARD ACTIONS ON ASSISTANCE AGREEMENT APPLICATIONS**

- A. Funding Periods: At the beginning of each calendar year the Board shall establish periods during which eligible Applicants may submit competitive applications for non-emergency Project funding. There shall be no fewer than two (2) funding periods during each calendar year, unless the Board, at its discretion, eliminates or establishes funding periods during the course of the calendar year.
- B. The Board shall retain the services of a Financial Consultant, upon such terms and conditions as the Board finds necessary, to administer the intent of the program. The Board requires the Financial Consultant to:
1. Prepare, or consult with professional personnel to prepare all documents needed for Board projects, including but not limited to loan agreements, cognovit notes, conditional grants, conservation easements/use restrictions, after review and approval by the City and/or such other political jurisdiction as the project is located.
  2. Obtain pre-approval from the Director of Water or designee for all invoices prior to submittal of payment to Applicant or Applicant's contractor.
  3. Abide by any additional conditions that the Board, at its discretion, establishes.

C. Applicants Eligible for Assistance.

1. The Board shall award assistance to Applicants demonstrating the ability to meet the following criteria:
  - a. All applicable conditions as set forth in the Assistance Agreement;
  - b. Resources, technical qualifications, experience, organization and facilities adequate to successfully carry out the Project with the assistance of the Fund, or a demonstrated ability to obtain these;
  - c. Resources to meet the Project completion schedule contained in the Assistance Agreement;
  - d. Accounting and auditing procedures adequate to control and report the use of property, funds and assets;
  - e. Property management systems for acquiring, maintaining, safeguarding, and disposing of property; and,
  - f. Other criteria deemed as necessary by the Board and/or Financial Consultant.
2. The Board or its agents may conduct a pre-award audit or investigation to determine whether an Applicant meets the standards set forth in Section 7(C)(1), above.

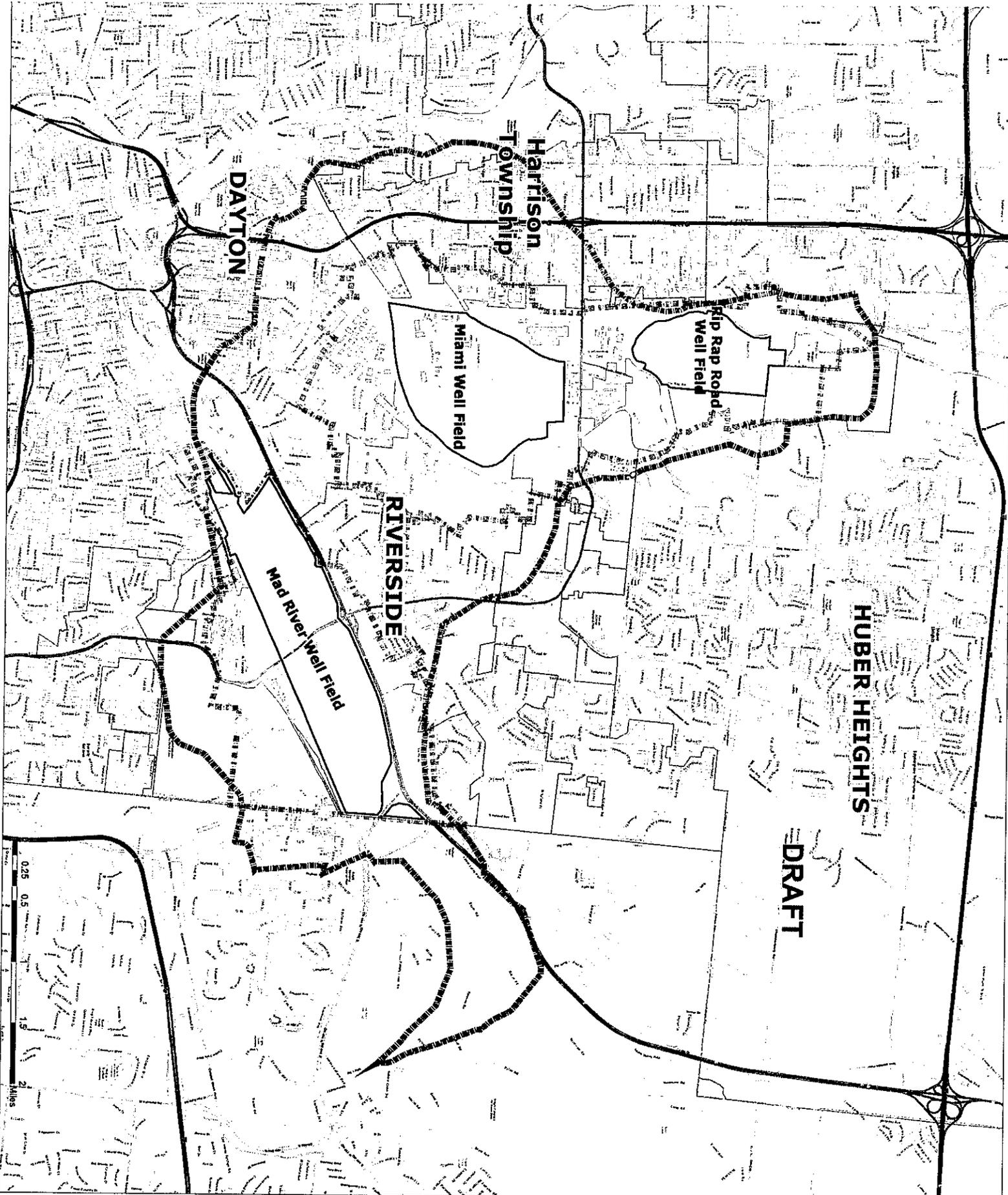
D. Application Process.

1. The Board requires a formal application contain, but not be limited to, the following information:
  - a. Applicant company/entity name.
  - b. Principal officers/owners.
  - c. Brief description of Applicant's business including tenants and all site activities.
  - d. Description of proposed project including Risk Reduction merits.
  - e. Copy of any documents deemed appropriate by the Financial Consultant.
2. The Board or its designee may conduct a pre-award audit or investigation to determine whether an Applicant meets the standards set forth in Section 7 (D)(1), above.
3. Approval and Disapproval of Applications:
  - a. The Board shall require the Environmental Manager, or designee, prepare a recommendation to the Board to assess the degree to which the proposed Project will assist in the attainment of the objectives of the SWPP.
  - b. The Board or its designee shall review the application to determine if the Project and Applicant are eligible for funding.
  - c. The Board, upon approval or disapproval, shall remit the application to the Financial Consultant.
  - d. The Board shall obligate funds from the Fund for the amount stated in the Assistance Agreement upon Board approval of the Assistance Agreement executed by the Applicant.
  - e. The Board or its designee shall ensure the Applicant complies with all terms and conditions of the Assistant Agreement.
  - f. The Board may terminate funding at any time for failure to comply with the terms of the Assistance Agreement upon ten (10) days' notice to the Applicant and after providing an opportunity to be heard.

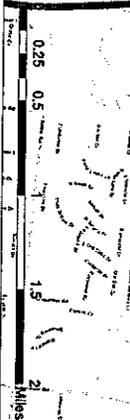
**SECTION 8. RECORDS**

- A. Confidentiality of Information: When the Board receives an Assistance Application or Project request, it becomes part of the Board's records. The Board's records are subject to the provisions of Ohio's Public Records Law.

- B. Record Retention: The records retention policy for the Source Water Protection Fund Board will reflect the Water Department's policy of retaining all Source Water Protection Program documents in perpetuity.



HUBER HEIGHTS  
DRAFT



- Legend**
- Water Protection District
  - Five-Year Time of Travel Line (Water Resource Area)
  - Well Head Operation District

DRAFT

**City of Dayton  
Source Water  
Protection Areas**



## MEMORANDUM

July 1, 2016

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

**FROM:** Michael Powell, Interim Director *Michael Powell*  
Department of Water

**SUBJECT:** Rules and Regulations for the Administration of the Source  
Water Protection Fund by Ordinance

The Source Water Protection Board is required to develop Rules and Regulations for the procedures and the administration of the Source Water Protection Fund (Fund) under the Revised Code of General Ordinances Section 53.40.

The Rules and Regulations for the Administration of the Source Water Protection Fund and the Ordinance have been reviewed by the Department of Law as to form and correctness. A copy of the Rules and Regulations and the Ordinance are attached.

It is requested, that with the approval of City Commission, these Rules and Regulations will be immediately effective to facilitate the administration of the Fund.

If you have any questions concerning the Source Water Protection Board and/or the administration of the Fund, please contact Michele Simmons at 333-3796.

Attachments: Ordinance  
Rules & Regulations

c: T. Clements  
M. Simmons  
File

1805 - 1805

By.....**Mr. Shaw**..... No.....**6199-16**.....

**A RESOLUTION**

Authorizing the Acceptance of a Grant Award from the Ohio Office of Criminal Justice Services in an Amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00), and Declaring an Emergency.

WHEREAS, The Ohio Office of Criminal Justice Services (OCJS) is the lead justice planning and assistance office for the State of Ohio and has been designated to administer the Ohio Community-Police Relations Grant Program to encourage, improve and enhance the important relationship between communities and law enforcement agencies serving those communities; and

WHEREAS, The City of Dayton has been awarded a grant in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) to fund the activities provided for the Community-Police Relations Program for the period of June 1, 2016, through May 31, 2017; and

WHEREAS, This Commission finds it in the best interest of the City of Dayton to accept this award of grant funding; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this resolution take effect at an early date; now, therefore,

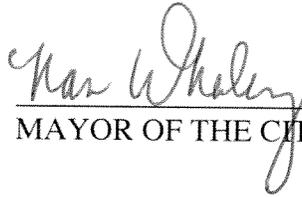
**BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:**

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 which are necessary to accept a grant in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) from the Ohio Office of Criminal Justice Services (OCJS).

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION..... **July 13** ....., 2016

SIGNED BY THE MAYOR..... **July 13** ....., 2016



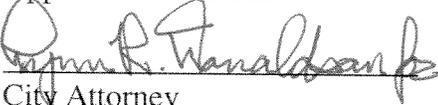
\_\_\_\_\_  
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:



Clerk of Commission

Approved as to form:



City Attorney



*City Dayton*  
**GRANT APPROVAL FORM**

Date: March 30, 2016

Department/Division: Human Relations Council  
Submitting Application: Catherine Crosby, Executive Director

Project Title: Community Police Relations

CFDA Title and Number:

Brief Description of Project:

HRC is requesting \$30,000 for community police relations initiatives. Funds will be used to implement best practices for improving the relationship between law enforcement and the community. Programming will focus on establishing a youth council to examine the role of media in creating negative perceptions of community and police and develop strategies for a new or existing campaign to improve the relationships between community and police; prioritizing transparency through data analysis and a reporting model to share crime statistics and critical incident information with the public; and hosting community listening tours to actively pursue feedback and establish programs that allow police to engage with residents outside of the law enforcement arena.

Name and phone of staff person to be called when signed application is ready: Joann Wright. X 1400

Name of staff person responsible for this grant: **Catherine Crosby, ext. 1395**

Deadline for submission to funding agency: March 31, 2016

When will grant award decision be made? (Estimate if necessary) April 30, 2016 (est.)

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Federal		
State	Ohio Criminal Justice Services	30,000.00
City of Dayton	Human Relations Council	10,000.00
<b>TOTAL</b>		<b>40,000.00</b>

(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe the project proposed is appropriate for the City of Dayton.

Director's Signature: \_\_\_\_\_

4/30/16  
Date

**Review and Approval**

We have reviewed this material and believe the project proposed is appropriate for the City of Dayton.

Director, Department of Management & Budget

4-5-16  
Date

Director of Finance

4-15-16  
Date

City Manager's Office

6-3-16  
Date

City Manager's Office to sign here if box is checked. Otherwise, signatures will go on attached application.

# CERTIFICATE OF FUNDS

CF160150

**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	05/31/16
Original Commission Approval	\$ 10,000.00
Initial Encumbrance	\$ 10,000.00
Remaining Commission Approval	
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	

**Required Documentation**

<input checked="" type="checkbox"/>	Initial City Manager's Report
<input checked="" type="checkbox"/>	Initial Certificate of Funds
<input checked="" type="checkbox"/>	Initial Agreement/Contract
<input type="checkbox"/>	Copy of City Manager's Report
<input type="checkbox"/>	Copy of Original Certificate of Funds

Amount: <u>\$ 10,000.00</u> Fund Code <u>16019 - 1400 - 1159 - 57 - XXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>
Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>

**Attach additional pages for more FOAPALs**

Vendor Name: City of Dayton

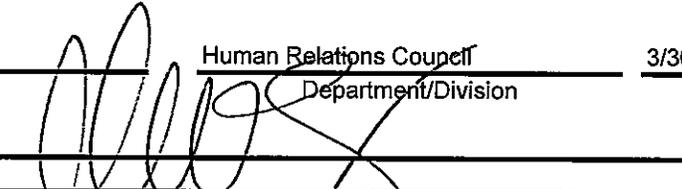
Vendor Address: 101 W. Third Street, Dayton, Ohio 45402  
Street                                  City                                  State                                  Zipcode + 4

Federal ID: 31-6000175

Commodity Code: 91865

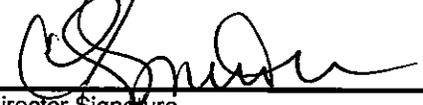
Purpose: Cash match for OCJS Community-Police Relations grant.

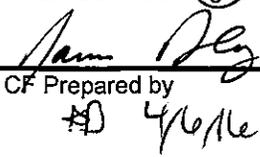
Contact Person: Joann Wright Human Relations Council 3/30/2016  
Department/Division                                  Date

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.

 4-15-16  
 Finance Director Signature                                  Date

 4/14/2016 CF160150  
 CF Prepared by                                  Date                                  CF/CT Number



- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor  
 John Born, Director  
 Karhlton F. Moore  
*Executive Director*  
 Office of Criminal Justice Services  
 1970 West Broad Street  
 P.O. Box 182632  
 Columbus, Ohio 43218-2632  
 (614) 466-7782  
 www.ocjs.ohio.gov

## SUBGRANT AWARD AGREEMENT

**Subgrant Number: 2016-CP-CPI-306**

**Title: Dayton Community-Police Relations Initiatives**

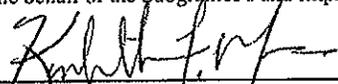
In accordance with Sections 361.10 and 512.30 of Am. Sub. H.B. 64 of the 131st G.A., the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	City of Dayton Human Relations Council		
Implementing Agency:	City of Dayton Police Department		
Award Periods:	06/01/2016 to 05/31/2017		
Closeout Deadline:	07/30/2017		
Award Amounts:	OCJS Funds:	\$30,000.00	75%
	Cash Match:	\$10,000.00	25%
	Inkind Match:	\$0.00	
	Project Total:	\$40,000.00	100.00 %

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

  
 Karhlton F. Moore, Executive Director  
 Ohio Office of Criminal Justice Services

6/27/16  
 Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

\_\_\_\_\_  
 Executive Director  
 City of Dayton Human Relations Council

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Director and Chief of Police  
 City of Dayton Police Department

\_\_\_\_\_  
 Date:

### Mission Statement

*"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."*

## **Problem Statement/Target Population**

In light of several high profile incidents in the Dayton community and historically strained relationships between the police and African-American communities, there is an overall need create a more productive relationship between Police Officers and Dayton residents. Over the past few years, much progress has been made to improve community-police relations efforts, however, communities continue to call for deeper, more meaningful relationships. Additionally, recent events around the country bring to light the importance of strong, collaborative relationships between local police and the communities that they protect. While many communities have strong relationships between police and the community, profound fractures exist in others—especially between law enforcement and minority or economically disadvantaged communities. Wherever that mistrust exists, high profile incidents between officers and citizens serve only to intensify emotions and erode trust (not only in the community in which they happen but across the country).

These events are happening at the same time that changes in technology and in social media have created new challenges. The increased ability of citizens to immediately capture and broadcast incidents has led to breakdowns in mutual trust. According to Brian A Jackson with the Rand Corporation in a report entitled *Strengthening Trust Between Police and the Public in an Era of Increasing Transparency*, social media has affected the practice of policing in many ways. “For the public, it has given residents new awareness of how police are doing their jobs. Videos taken both from bystander cell phones and from police body cameras now change the equation of transparency and accountability. We have seen the consequences of actions taken by individual police officers amplified through both mainstream and social media and elevated to a national stage. We have seen the corrosive effect of damaged relationships among some police departments, city leaders, and residents in their jurisdictions—with individual citizens using these damaged relationships as justification to act out violently, with tragic consequences. We have seen—and likely will see in the future—public protests and demonstrations in cities across the country. These consequences can and have been fatal and socially destabilizing.” Historically, law enforcement has not had an established practice of sharing data with the public. As a result, accurate information about their work is not easily available to citizens. Without easily accessible data to provide context around police activity, the media often fills the void.

In many communities, particularly communities of color, prior decades of real or perceived mistreatment by police has led to underlying fear, resentment, anger, and distrust. This history of tension, coupled with media reporting, has led to clashes with police, further intensifying the community’s feelings of mistreatment by police. According to a 2014 Gallup Review, African Americans (particularly young men between the ages of 18-34) have significantly lower levels of confidence in the police as an institution, and lower assessments of the honesty and ethics of police officers specifically. These findings paint a similar picture in Dayton. According to the 2010 Dayton Citizen Perception Survey, younger respondents between the ages of 25-34 are the least satisfied with police and respondents between the ages of 18 – 24 are the least likely to believe Dayton police are fair. Additionally, 10.9% of respondents indicated they had a negative experience with police. Respondents in West Dayton were less likely to feel that police are fair and African Americans respondents as a whole were significantly less likely to believe that police are fair. Approximately 40% of respondents rate the relationship with police as fair or

poor. Location, age, homeownership and race were key indicators in how respondents related the relationship between the Dayton police and the community.

The HRC (Human Relations Council) will target communities that are the least satisfied with community-police relations, particularly in communities of color with persistent concentrated poverty. These communities overlap and are predominantly African American. The average age and gender of the target population is male between the ages of 25-34. If underlying causes of poor relationships between community and police are not addressed, in the short term, we will continue to see issues that challenge the safety and success of these communities. Long term, we will continue to see an economic and population decline, increasing the opportunity for marginalized communities to respond in a violent and disruptive manner.

### **Project Description**

The HRC has taken a proactive approach to community engagement and providing opportunities for law enforcement to interact with residents. HRC provides staff support to the Community Police Council (CPC), a council comprised of community and faith-based leaders, law enforcement, and local government advises the HRC on policy and systemic issues that challenge community-police relations. The Council serves the Dayton community by ensuring mutual responsibility for public safety and by addressing concerns of all residents. The CPC is responsible for ensuring that Dayton is unified around its common goal of mutual trust, accountability, fairness and respect for all.

The CPC was formed in 2011 and codified in 2016 in response to community frustration after an African American male committed suicide by jumping off a bridge while in police custody. The group meets monthly to discuss issues that challenge community police relations and to review systemic issues that have been expressed by the community and potential policy recommendations. The Council participated in trainings offered by NACOLE to learn more about best practices for improving the relationship between law enforcement and the community and creating community transparency.

The HRC will use funds to form partnerships with community organizations, prioritize transparency, and actively pursue feedback and establish programs that allow police to engage with residents outside of the law enforcement arena.

**CPC Listening Tours** – As part of an ongoing strategy to improve community relations and citizen engagement in the Dayton area, HRC held the first of many *Speak. Be Heard. Be Considered* events, a series of discussion forums designed to improve police/community relations and identify effective strategies to reduce crime and disorder. Feedback from those sessions indicated that the community wanted more and positive opportunities to interact with police and opportunities to speak, be heard and be considered. In an effort to better connect with our community and listen to their concerns or suggestions, the Community Police Council will contract with the city's Mediation Center to facilitate listening tours, constructive and safe spaces in which concerns of the community can be heard and addressed and identify solutions for strengthening relationships. The Mediation Center will capture qualitative data and sort into themes. Community member concerns will be collected and answers will be provided using

social media, the HRC website, and in printed materials within 30 days of the event. HRC staff will be responsible for working with the CPC and the Dayton Police Department to respond to questions and provided answer using social media and video blogging. We will work with public affairs to assist with establishing the process for posting information to social media and video blogging.

**Data Analysis and Reporting Model** – Given contemporary calls for greater transparency and scrutiny of law enforcement operations and performance, particularly in light of recent events, it is clear that substantially more extensive and detailed information is needed in order to promote a meaningful dialogue between law enforcement and the community. How a police department communicates with the public and the media is crucial to the success of its relationship with the community. According to the Socrata White Paper on Community Policing and the Role of Data, transparency is a key element of accountability. The posting of policies and procedures, crime statistics, and critical incident information is a necessary step to becoming more transparent. Strong communication is critical to building relationships with the community. The CPC recently formed a data committee to examine what data the police department should share with the community and how often. The data committee will partner with a local university to collect data and develop knowledge about analysis and benchmarks as well as to develop tools and templates to manage data collection and analysis and establish a reporting format appropriate for greater community transparency. We will investigate models offered by the National Association of Civilian Oversight of Law Enforcement and those discussed in the 2004 publication, *By the Numbers: A Guide for Analyzing Race Data from Vehicle Stops* produced by Lorie Fridell and recommended in the 21<sup>st</sup> Century Policing Taskforce Report.

**Establishment of a Youth Council** – Youth will develop into the leaders of tomorrow, and will bring with them their perceptions and understanding of the world around them – including their understanding of police and the racial, cultural, social and economic justice issue that have strained relationships between law enforcement and the communities they serve. Young people may be tempted to view much of this history as part of the past rather than the present, and doing so neglects that it is a history that shapes America's current challenges. As such, HRC will work with youth serving organizations to establish a youth leadership council. As part of this initiative, HRC will work with a community partner to facilitate training that explores these racial, cultural, social and economic justice issues. Contingent upon the number of available slots, students will participate in the National Conference for Community and Justice (NCCJ) Anytown Youth Leadership Institute. The Anytown Youth Leadership Institute addresses societal issues regarding race, ethnicity, gender, religion, disability and economic status. Using the skills learned in training, students will examine the role of media in creating negative perceptions of community and police and then develop strategies for a new or existing campaign to improve the relationships between community and police. HRC will work with the City of Dayton's public affairs office to provide students with the technical skill to implement their campaign plans. The goal will be to build a relationship between youth and law enforcement so that youth can assist law enforcement with communicating responsive and current information on crisis events to post information rapidly to dispel rumors and to assist with community engagement efforts. Learning how to harness the power of social media to deliver more information, beyond just about individual events or incidents, could provide opportunities for both a better informed public and

a more-robust debate about police-community relations. Stipends will be provided for student 5 participants.

### **Program Objectives**

**PROGRAM OBJECTIVE 1:** Youth gain understanding of racial, cultural, social and economic justice issue that have strained relationships between law enforcement and the communities

PERFORMANCE INDICATOR: # students trained

BASELINE NUMBER: No more than 20 students

HOW WILL PERFORMANCE DATA BE COLLECTED? Final student project

**PROGRAM OBJECTIVE 2:** Crime statistics and critical incident information are shared with public/ Prioritize and increase transparency to public

PERFORMANCE INDICATOR: Increased trust/ 20% increase in the # of respondents that believe the relationship between the community and police is excellent or good.

BASELINE NUMBER: 59.9%

HOW WILL PERFORMANCE DATA BE COLLECTED? Public survey

**PROGRAM OBJECTIVE 3:** Safe spaces are created to improve dialogue between law enforcement and community

PERFORMANCE INDICATOR: # Community Tours

BASELINE NUMBER: 3

HOW WILL PERFORMANCE DATA BE COLLECTED? Event Feedback

**PROGRAM OBJECTIVE 4:** Perceptions of police are improved

PERFORMANCE INDICATOR: 20% increase in the # of respondents that believe the relationship between the community and police is excellent or good.

BASELINE NUMBER: 59.9%

HOW WILL PERFORMANCE DATA BE COLLECTED? City of Dayton Citizen Perception Survey (contingent upon same questions being asked) or DPD Customer Service Convenient Surveys

**PROGRAM OBJECTIVE 5:** Perceptions of police in the African American community are improved

PERFORMANCE INDICATOR: 5. 10% increase in the # of African Americans that believe the relationship between the community and police is excellent or good.

BASELINE NUMBER: 47.6%

HOW WILL PERFORMANCE DATA BE COLLECTED? City of Dayton Citizen Perception Survey (contingent upon same questions being asked) or DPD Customer Service Convenient Surveys

### **Timeline**

The program coordinator is primarily responsible for overseeing that all activities are completed. HRC is currently interviewing for the position which is expected to be filled in April 2016. Until the program coordinator is hired, Catherine Crosby, Executive Director of the Human Relations Council, will oversee programmatic activities. Erica Fields, Community Relations Administrator, will be responsible for organizing events in partnership with the program coordinator.

Mid May	Recruit Youth Council students to participate in Anytown
June (TBD)	Data Committee Meeting
June (TBD)	Listening Tour Committee Meeting
June 6-10 <sup>th</sup>	Youth Council Students attend Anytown
June 9 <sup>th</sup>	Community Police Council Listening Tour
June 30 <sup>th</sup>	Establish Partnership with local University for Data Committee
July 9 <sup>th</sup>	Listening Tour feedback distributed to community
July 14 <sup>th</sup>	Community Police Council Monthly Meeting
August 11 <sup>th</sup>	Community Police Council Monthly Meeting
June – May 31 <sup>st</sup>	Youth Council Students workshops (Facilitated by Community Partner)
September (TBD)	Data Committee Meeting
September (TBD)	Listening Tour Committee Meeting
September 15 <sup>th</sup>	Grant Report Due
September 22 <sup>nd</sup>	Community Police Council Monthly Meeting
October 13 <sup>th</sup>	Community Police Council Listening Tour
November 4 <sup>th</sup>	CIRGV/CPC Annual Meeting
November 13 <sup>th</sup>	Listening Tour feedback distributed to community
December (TBD)	Data Committee Meeting
December (TBD)	Listening Tour Committee Meeting
December 8 <sup>th</sup>	Community Police Council Listening Tour
December 15 <sup>th</sup>	Grant Report Due
January 8 <sup>th</sup>	Listening Tour feedback distributed to community
January 12 <sup>th</sup>	Community Police Council Monthly Meeting
February 9 <sup>th</sup>	Community Police Council Monthly Meeting
March (TBD)	Data Committee Meeting

March 9 <sup>th</sup>	Community Police Council Monthly Meeting
March 15 <sup>th</sup>	Grant Report Due
April 19 <sup>th</sup>	Community Police Council Monthly Meeting
May 11 <sup>th</sup>	Community Police Council Monthly Meeting
May 31 <sup>st</sup>	Youth Council Project (Development of plan: Identification of issues and how to use data to analyze them and communicate to public)
June 15 <sup>th</sup>	Final Grant Report Due

### **Organization and Staff Capacity**

The HRC works to influence and ensure a culture of fair treatment, inclusion and equal access to opportunities for all who live, work, play, and gather in the City of Dayton. Our vision is “Many people. Many voices. One city.” The HRC enforces civil rights; provides business and technical assistance to minority-owned, woman-owned and small disadvantaged businesses; and administers community relations initiatives that promote and maintain peace, goodwill and harmony and assists in reducing inter-group tension. We partner with numerous nonprofit, faith-based, law enforcement and other organizations and individuals to implement our education and outreach program.

All staff have access to an individual office or office workspace, desk, phone and computer. The city provides an internet connection and we also have Wi-Fi available for staff and clients. There is a small and large conference room available to all staff. If the conference room is occupied, the building where we are located has additional conference room space. The City ensures that all computer software is up to date and provides ITS support when necessary.

Our business and technical assistance team is responsible for administering the city’s contract compliance programs, which includes oversight of the PEP program, establishing inclusion goals and encouraging certified companies to participate on City projects by notifying companies of opportunities that exist. Companies throughout the State of Ohio are eligible to apply for certification in our program. The HRC is the internal structure that assures fairness in the City’s bidding and contract award processes. In addition, the HRC monitors the City’s affirmative action program; serves as one of the four certifying agencies in the State of Ohio Unified Certification Program for Federal Disadvantaged Business Enterprises (DBE) on behalf of the Ohio Department of Transportation; certifies and monitors the City’s HUD Section 3 program requirements; and currently has reciprocity with the Ohio Department of Administrative Services Encouraging Diversity, Growth and Equity (EDGE) and MBE program. We are also host to the Greater Dayton Minority Business Assistance Center (MBAC), which is funded by the State of Ohio, to provide services which increase the exposure and visibility of minority, socially and economically disadvantaged businesses in Montgomery, Clark, Greene, Miami, Preble, Darke, Mercer, Auglaize, Shelby, Logan, Champaign, and Madison Counties.

In addition to the CPC and CIRGV, our community relations initiatives include Welcome Dayton. As a result of conversations between the City of Dayton’s government, non-profit, and business sectors, the initiative was created and the City of Dayton Commission unanimously

adopted it as a framework in October of 2011. Welcome Dayton encourages commitments and engagement by the broader community, as opposed to being just another government-run program. The initiative promotes immigrant integration into the Greater Dayton region by encouraging business and economic development; providing access to education, government, health and social services; ensuring equity in the justice system; and promoting an appreciation of arts and culture. During its short life span, Welcome Dayton has been nationally and internationally recognized for many accomplishments including improving community police relations. We have had foreign visitors meet with Welcome Dayton staff and the police department to discuss our strategies.

The Human Relations Council has received numerous federal and State grants including grants from HUD exceeding \$400,000 and State of Ohio Department of Development Services exceeding \$275,000. We have extensive grant management experience in addition to having access to various departments that assist with the grant administration process. As a department of the City, we have access to the law, finance, budget departments and other expertise as needed. The City uses the BANNER financial system for fiscal accountability. The finance department is responsible for managing all financial resources and funds received by the City and processes all receipts and expenditures made by all City departments. The City utilizes uniform accounting and reporting systems for Ohio municipal corporations. The indirect cost associated with the availability of these services will be designated as an in-kind match to the program.

Until a program coordinator is hired, the Executive Director and the Community Relations Administrative have managed programmatic responsibilities. We anticipate hiring between late March and the middle of April. We have a group of community volunteers and organizations that assist with events and providing resources to our clients. In addition, the CPC provides guidance and volunteers for community-police relations activities.

The CPC and the HRC board are appointed by the Commission. The HRC ordinance and CPC resolution specify the make-up of both. We maintain a spreadsheet to ensure that there is diversity including race, gender, age and geography.

Staff are hired through a civil service process. Civil Service posts all positions and receives all applications. Once the applicants are qualified by civil service, the most competitive candidates are scheduled for interview panel.

The City is committed to staff development. The HRC makes every effort to make resources available for staff to attend at least two trainings per year. Staff are welcome to participate or attend as many free trainings as they like so long as it does not interfere with their ability to complete their work.

#### Collaboration Board

The CPC meets monthly and consists of 11-15 members that live or work in the City of Dayton, at least one individual between the ages of 18 and 24, at least one individual between the ages of 25 and 35, and at least one person from the following categories: business, social

service/nonprofit, education, faith-based, government, law enforcement, community, media, and entertainment. The group will be responsible for reviewing data and systemic issues and making recommendations on policies and/or approaches to improve community police relations.

Members will be notified of meetings via email. The HRC staff will be responsible for keeping notes and ensuring each group is aware of next steps.

### **Executive Summary**

HRC is requesting \$30,000 for community police relations initiatives. Funds will be used to implement best practices for improving the relationship between law enforcement and the community. Programming will focus on establishing a youth council to examine the role of media in creating negative perceptions of community and police and develop strategies for a new or existing campaign to improve the relationships between community and police; prioritizing transparency through data analysis and a reporting model to share crime statistics and critical incident information with the public; and hosting community listening tours to actively pursue feedback and establish programs that allow police to engage with residents outside of the law enforcement arena.

Over the past several decades, much progress has been made to improve community police relations efforts. However, communities continue to call for deeper, more meaningful relationships with their police. Recent events around the country bring to light the importance of strong, collaborative relationships between local police and the communities that they protect. While many communities have strong relationships between police and the community, in others profound fractures exist—especially between law enforcement and minority or economically disadvantaged communities. Wherever that mistrust exists, high profile incidents between officers and citizens serve only to intensify emotions and erode trust (not only in the community in which it happened but across the country). We are seeing a similar story in the city of Dayton where several high profile incidents and historically strained relationships between the police and African-American communities, have challenged the relationship between Police Officers and Dayton residents.

These events are happening at the same time that changes in technology and in social media have created new challenges. The increased ability of citizens to immediately capture and broadcast incidents has led to breakdowns in mutual trust. According to Brian A Jackson with the Rand Corporation in a report entitled *Strengthening Trust Between Police and the Public in an Era of Increasing Transparency*, social media has affected the practice of policing in many ways. “For the public, it has given residents new awareness of how police are doing their jobs. Videos taken both from bystander cell phones and from police body cameras now change the equation of transparency and accountability. We have seen the consequences of actions taken by individual police officers amplified through both mainstream and social media and elevated to a national stage. We have seen the corrosive effect of damaged relationships among some police departments.” As such, there is a clear need to improve the communication and transparency within police departments. Without easily accessible data to provide context around police activity, the media often fills the void.

In many communities, particularly communities of color, prior decades of real or perceived mistreatment by police has led to underlying fear, resentment, anger, and distrust. This history of tension, coupled with media reporting and lack of transparency, has led to clashes with police, further intensifying the community's feelings of mistreatment by police. According to a 2014 Gallup Review, African Americans (particularly young men between the ages of 18-34) have significantly lower levels of confidence in the police as an institution, and lower assessments of the honesty and ethics of police officers specifically. These findings paint a similar picture in Dayton. According to the 2010 Dayton Citizen Perception Survey, younger respondents between the ages of 25-34 are the least satisfied with police and respondents between the ages of 18 – 24 or the least likely to believe Dayton police are fair. Additionally, 10.9% of respondents indicated they had a negative experience with police. Respondents in West Dayton were less likely to feel that police are fair and African Americans respondents as a whole were significantly less likely to believe that police are fair. Approximately 40% of respondents rate the relationship with police as fair or poor. Location, age, homeownership and race were key indicators in how respondents related the relationship between the Dayton police and the community.

HRC will target communities that are the least satisfied with community-police relations, particularly in communities of color with persistent concentrated poverty. These communities overlap and are predominantly African American.

**Budget:**

Youth Council Activities	\$12,500
Data Analysis	\$10,000
Community Organizing	\$10,000
CPC Listening Tours	\$5,000



## MEMORANDUM

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DATE: July 5, 2016

TO: Shelley Dickstein, City Manager

FROM: Catherine Crosby, Executive Director   
Human Relations Council

RE: OCJS Community-Police Relations Grant

---

Attached is the Resolution, Grant Approval form, Certificate of Funds, and a copy of the grant proposal and Sub grant Award. We are requesting that this item be placed on the July 20, 2016 City Manager calendar.

This grant will assist in funding the Community Police Listening Tours to improve community relations and citizen engagement in the Dayton Area; data analysis and a reporting model for transparency and scrutiny of law enforcement operations and performance and, the establishment of a youth council. Students will participate in the National Conference for Community and Justice (NCCJ) Anytown Youth Leadership Institute.

If you have any questions, please contact me at x1400.

RECEIVED  
JUL 14 2016

BY... **Mr. Shaw** .....

NO..... **31500-16** .....

**AN ORDINANCE**

Authorizing Submitting to the Electors of the City of Dayton a Proposal to Supplement the City Charter by Enacting Section 189 and to Supplement the Revised Code of General Ordinances by Enacting Section 36.102.7, and Declaring an Emergency.

**WHEREAS**, The City's General Fund revenues in 2016 are less than those received in 1998; and

**WHEREAS**, Not only are revenues stagnate, but as a result of budget cuts by the State of Ohio, the City has incurred a loss of revenue of \$38.4 million dollars; and

**WHEREAS**, In response to the loss of revenue, the City has reduced its workforce by approximately seven hundred (700) positions over the last fifteen (15) years; and

**WHEREAS**, The City must increase its resources in order to maintain operations, sustain infrastructure, strengthen neighborhoods, enhance public safety, and invest in pre-kindergarten education; and

**WHEREAS**, It is necessary to submit the proposal as provided in Section 1 hereof to the electors of the City for their approval, pursuant to Section 169 of the Charter of the City of Dayton and Section 9 of Article XVIII of the Ohio Constitution, not less than sixty (60) days nor more than one-hundred twenty (120) days after the passage of an ordinance providing therefore; and

**WHEREAS**, It is necessary that this Ordinance take effect immediately in order to submit said proposal to the electors and to provide for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

**Section I.** That the following be submitted to the electors of the City of Dayton on November 8, 2016:

A. That the Charter of the City of Dayton ("Charter") be amended and supplemented by the enactment of Section 189, which shall read as follows:

## **§189 INCOME TAX AUTHORIZATION**

In order to provide for essential municipal services and necessary capital improvements, the Commission is hereby granted the authority, to the extent legally permitted and notwithstanding any provision of the Charter or Section 171 thereof, to provide by ordinance for an additional income tax at an annual rate not to exceed one-quarter of one percent (1/4%) for the period commencing January 1, 2017, and ending December 31, 2024.

This section shall take effect and be in force as of the date of certification to the Secretary of State by the Board of Elections.

B. That the Revised Code of General Ordinances be, and it hereby is, supplemented by the enactment of Section 36.102.7, which shall read as follows:

### **§36.102.7. IMPOSITION OF TAX; RATE**

- (A) Pursuant to Section 189 of the Charter of the City of Dayton, a tax is hereby imposed and levied for the period commencing January 1, 2017, and ending December 31, 2024.
- (B) The tax is an annual tax levied on the income of every person residing in or earning or receiving income in the City and shall be measured by municipal taxable income as that term is defined in Section 718.01(A) of the Ohio Revised Code.
- (C) The tax is levied in accordance with the limitations specified in Chapter 718 of the Ohio Revised Code, and this Ordinance incorporates the provisions of Chapter 718 of the Ohio Revised Code.
- (D) The rate of the tax shall be one-quarter of one percent (1/4%).
- (E) A credit pursuant to Section 718.04(D) of the Ohio Revised Code will be allowed against the tax. In the case of a resident, the resident may claim a credit against the tax in an amount equal to the lesser of (i) the amount of such tax paid to another taxing municipality or joint economic development district or (ii) the City income tax on such income taxable under this section. In no case shall the credit exceed the tax assessed under this section on the resident's taxable income that is also subject to tax in another taxing municipality or joint economic development district. In the case of a resident owner of a pass-through entity that does not conduct business in the City, the resident owner may claim a credit equal to the lesser of (i) the resident owner's proportionate share of the amount, if any, of income tax paid by the pass-through entity to another taxing municipality in the state or (ii) the

resident owner's proportionate share of the amount of City income tax that would be imposed on the pass-through entity if the pass-through entity conducted business in the City. In no case shall the credit exceed the City income tax assessed under this section on the taxable income that is also subject to tax in another taxing municipality.

- (F) Generally, the purpose of the tax is to provide for essential municipal services and necessary capital improvements as set forth in Section 36.100 of the Revised Code of General Ordinances. To the extent available, however, revenue from the tax will be used to fund pre-kindergarten education for residents of the City.

**Section 2.** That the proposed amendment of the Charter by the enactment of Section 189 shall be submitted by ballot to the electors of the City of Dayton at an election to be held at the usual places of voting in said City on November 8, 2016, and, if said proposed amendment is approved by a majority of the electors voting thereon, then it shall become part of the Charter, effective as of the date of certification of the abstract of said election and adoption by the Secretary of State and the Board of Elections, as provided by law.

**Section 3.** That the Clerk of the Commission be, and hereby is, authorized and directed to certify a copy of this Ordinance to the Board of Elections of Montgomery County, Ohio, immediately upon its passage, and to give notice of such proposed amendment by newspaper advertising in accordance with the provisions of Section 731.21.1 of the Ohio Revised Code.

**Section 4.** That the proposal to impose an additional income tax at an annual rate of one-quarter of one percent (1/4%) for the period commencing January 1, 2017, and ending December 31, 2024, by amending the Charter of the City of Dayton by enacting Section 189 thereof and by supplementing the Revised Code of General Ordinances by the enactment of Section 36.102.7, is hereby declared to constitute one proposal to be submitted to the electors as one issue at the election to be held November 8, 2016.

**Section 5.** For the reasons stated in the preamble hereof, the Commission declares this Ordinance to be an emergency which shall take effect immediately upon its passage.

PASSED BY THE COMMISSION... **July 13** ....., 2016

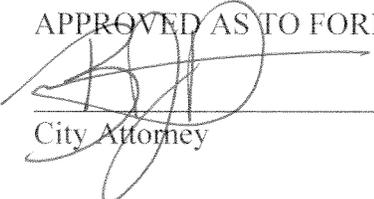
SIGNED BY THE MAYOR... **July 13** ....., 2016

  
\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Commission

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

By.....**Mr. Mims**.....

No.....**6198-16**.....

**A RESOLUTION**

Specifying November 8, 2016, as the Date for Submitting to the Electors of the City of Dayton a Proposal to Supplement the City Charter by Enacting Section 189 and to Supplement the Revised Code of General Ordinances by Enacting Section 36.102.7, Directing the Board of Elections of Montgomery County to Conduct the Election, and Declaring an Emergency.

**WHEREAS**, Ordinance No. 31500-16, passed concurrently with the adoption of this Resolution, provides for submitting to the electors of the City of Dayton a proposal to impose an income tax at the annual rate of one-quarter of one percent (1/4%) for the period commencing January 1, 2017, and ending December 31, 2024, by supplement to the Charter of the City of Dayton by enacting Section 189 thereof, and enacting Section 36.102.7 of the Revised Code of General Ordinances; and

**WHEREAS**, It is necessary that this Resolution take effect immediately in order to submit said proposal to the electors and to provide for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

**Section 1.** That November 8, 2016, be, and it hereby is, specified as the date of the election to be held to submit to the electors for their approval Ordinance No. 31500-16, which ordinance imposes an additional income tax at the annual rate of one-quarter of one percent (1/4%) for the period commencing January 1, 2017, and ending December 31, 2024, by enacting Section 189 of the Charter and Section 36.102.7 of the Revised Code of General Ordinances.

**Section 2.** That the Board of Elections of Montgomery County be, and it hereby is, directed to conduct the election as specified in Section 1 of this Resolution.

**Section 3.** That the ballot for said election specified in Section 1 of the Resolution shall be in the following form:

“Shall the Ordinance providing for a one-quarter of one percent (1/4%) levy on income (for the period commencing January 1, 2017, and ending December 31, 2024) for essential municipal services and necessary capital improvements, generally, and, to the extent revenue from the tax is available, for pre-kindergarten education for residents of the City, and the proposed amendment to the Dayton City Charter enacting Section 189 authorizing the City Commission to impose an additional levy of one-quarter of one percent (1/4%) on income (for the period commencing January 1, 2017, and ending December 31, 2024) for the same purposes, be passed?”

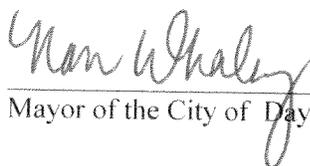
FOR THE INCOME TAX	
AGAINST THE INCOME TAX	

**Section 4.** That the Clerk of the Commission be, and hereby is, authorized and directed forthwith to file a certified copy of this Resolution together with a certified copy of Ordinance No. 31500-16 with the Board of Elections of Montgomery County, Ohio.

**Section 5.** For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION..... **July 13** ....., 2016

SIGNED BY THE MAYOR ..... **July 13** ....., 2016

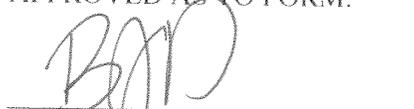


\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Commission

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

By.....**Ms. Whaley**.....

No.....**31501-16**.....

**AN ORDINANCE**

Amending, Enacting and Repealing Various  
Sections of Chapter 137 of the Revised Code of  
General Ordinances Relating to Solicitation.

**WHEREAS**, Aggressive distribution obstructs pedestrian and vehicular traffic, intimidates pedestrians and motorists, infringes upon the rights of unwilling participants, and results in the loss of access to and enjoyment of public places; and,

**WHEREAS**, The City of Dayton has an interest in protecting the public safety and welfare against fraudulent distribution activities; and,

**WHEREAS**, Distribution in the right-of-way leads to interference with the flow of vehicular traffic and raises traffic safety and congestion concerns thereby denying the free flow of pedestrian and vehicular traffic on streets and sidewalks, hindering tourism and business and otherwise detrimentally impacting the quality of urban life; and,

**WHEREAS**, The City of Dayton has an interest in ensuring the public's privacy, safety and welfare while using an Automated Teller Machine; and,

**WHEREAS**, Public safety requires the imposition of reasonable manner and place restrictions on distribution, while respecting the constitutional right of free speech for all citizens; now, therefore,

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

**Section 1.** That Sections 137.16 and 137.18 of the Revised Code of General Ordinances be, and hereby are, amended to read as follows:

**Section 137.16. Place of soliciting.**

(A) No person shall solicit another person in any of the following places:

- (1) In any public transportation vehicle or facility;
- (2) In or at any sports stadium owned or operated by a political subdivision;
- (3) In or at any hall or theater owned or operated by a political subdivision;
- (4) In or at the Dayton Aviation Heritage National Historical Park;
- (5) In or at the Dayton Cultural Center; or

(6) On private property, after an owner, lessee, resident, or agent thereof has given notice to the solicitor that he or she is not permitted to solicit on that property.

(B) Whoever violates this section is guilty of soliciting in a prohibited place, a misdemeanor of the fourth degree.

(C) For the purpose of this section, the term “solicit” means “the spoken, written, or printed word or such other acts or bodily gestures as are conducted in furtherance of the purposes of immediately obtaining money or any other item of value.”

**Section 137.18. False or Misleading Distribution.**

(A) No person who is engaging in or attempting to engage in distribution shall knowingly make a false or misleading statement or representation with purpose to defraud or knowing that the person is facilitating a fraud.

(B) Whoever violates this section is guilty of false or misleading distribution, a misdemeanor of the fourth degree.

(C) For the purpose of this section, the term “distribution” means “an exchange or an attempt to exchange a physical item between two or more individuals.”

(D) All other words and phrases used in this section shall have the same meanings as defined in Chapter 2913 of the Ohio Revised Code.

**Section 2.** That Sections 137.15, 137.17 and 137.19 of the Revised Code of General Ordinances be, and hereby are, enacted to read as follows:

**Section 137.15. Distribution in a Right-of-Way.**

(A) No person shall engage in distribution with the occupant of a vehicle in a right-of-way unless such vehicle is lawfully stopped, standing, or parked in compliance with Chapter 4511 of the Revised Code and Title VII of the Revised Code of General Ordinances.

(B) No person who is within a right-of-way shall engage in distribution with the occupant of a vehicle stopped in a right-of-way in obedience to a traffic control signal. However, a person may engage in distribution with the occupant of a vehicle in a right-of-way so long as he or she remains on the surrounding sidewalks or unpaved shoulders and not in or on the right-of-way itself, including any medians or traffic islands within the right-of-way.

(C) Whoever violates this section is guilty of distribution in a right-of-way, a misdemeanor of the fourth degree.

(D) For the purpose of this section, the term “distribution” means “an exchange or an attempt to exchange a physical item between two or more individuals.”

(E) For the purpose of this section, the terms “stop,” “stand,” and “park” shall have the same meanings as defined in Section 70.01 of the Revised Code of General Ordinances.

(F) All other words and phrases used in this section shall have the same meanings as defined in Section 4511.01 of the Ohio Revised Code.

**Section 137.17. Aggressive Distribution.**

(A) No person shall engage or attempt to engage in distribution in the following manners:

- (1) By knowingly touching or grabbing another person without that person’s consent.
- (2) By knowingly following another person and continuing to engage or attempt to engage in distribution with that person after that person has made an affirmative communication that he or she is unwilling or unable to engage in distribution.
- (3) By knowingly approaching within three feet of another person and continuing to engage or attempt to engage in distribution with that person after he or she has made an affirmative communication that he or she is unwilling or unable to engage in distribution.

(B) Whoever violates this section is guilty of aggressive distribution, a misdemeanor of the fourth degree.

(C) For the purpose of this section, the term “distribution” means “an exchange or an attempt to exchange a physical item between two or more individuals.”

**Section 137.19. ATM Privacy.**

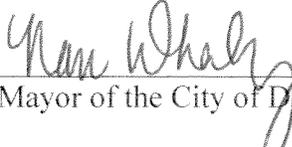
(A) No person shall knowingly approach within three feet of any person who is actively using an automated teller machine without that person’s consent.

(B) Whoever violates this section is guilty of invasion of ATM privacy, a misdemeanor of the fourth degree.

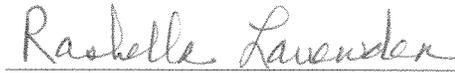
**Section 3.** That existing Sections 137.14, 137.15, 137.16, 137.17, 137.18, 137.19 and 137.20 of the Revised Code of General Ordinances are hereby repealed.

PASSED BY THE COMMISSION.....**July 13**....., 2016

SIGNED BY THE MAYOR.....**July 13**....., 2016

  
\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

  
\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

# MEMORANDUM



June 30, 2016

**TO:** Shelley Dickstein  
City Manager

**FROM:** Barbara J. Doseck  
City Attorney

A handwritten signature in black ink, appearing to be "Barbara J. Doseck", is written over the name in the "FROM" field.

**SUBJECT:** Proposed New and Revised Ordinances to Address  
Distribution, Solicitation, and ATM Privacy

On April 7, 2015, the Montgomery County Public Defender's Office filed a motion to dismiss a number of panhandling charges in a pending Dayton Municipal Court case, arguing that the City of Dayton's panhandling ordinances are unconstitutional. Since that time, the public defender's office has filed additional constitutional challenges in other Dayton Municipal Court panhandling cases. Both the City and the defense have filed multiple memoranda in these cases and an oral argument was held on November 10, 2015. Despite these efforts, the Law Department has determined that much of the existing regulatory scheme governing panhandling, found in R.C.G.O. 137.14 through 137.20, is likely to be unconstitutional under the new landscape of First Amendment law following the June 2015 United States Supreme Court decision in *Reed v. Town of Gilbert, Arizona*.

In light of this dramatic shift in the way panhandling ordinances are analyzed by the courts, the Law Department proposes replacing, amending, or repealing the existing regulations. In their place, the Law Department recommends the enactment of the attached proposed ordinances. These ordinances focus upon the activity of distribution rather than upon the speech of solicitation. By shifting this focus, the regulations will receive a more favorable analysis in court, which should allow them to pass constitutional muster.

The Law Department believes that the attached proposed ordinances will further the City's interest in protecting the safety and welfare of pedestrians and motorists on our City's streets, sidewalks, and public spaces, while protecting the speech rights of those engaged in distribution.

If you have any questions, or require additional information, please contact Troy Daniels at x4416, Ebony Wreh at x4413 or Joshua Shaw at 4412.

cc: J. Parlette  
T. Clements

By Mr. Williams

No. 31502-16

**AN ORDINANCE**

Amending the Official Zoning Map to Establish a HD-3  
Historic Overlay District, at 211 South Main Street.

**WHEREAS**, An application has been made to establish a HD-3 Historic Overlay District, at 211 South Main Street for the Fidelity Building; and,

**WHEREAS**, The applicant requested that a HD-3 Historic Overlay District be established for the Fidelity Building in recognition of its association with the history of commercial development in the City of Dayton; and,

**WHEREAS**, The underlying zoning for 211 South Main Street shall remain CBD Central Business District; and,

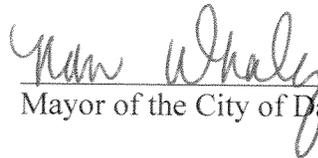
**WHEREAS**, The City Plan Board at its May 10, 2016, meeting recommended approval of the HD-3 Historic Overlay District, Case Z-005-2016; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made in Case Z-005-2016, a HD-3 Historic Overlay District is established for the Fidelity Building at 211 South Main Street. The City Lot Number that comprises this zoning map amendment is 253. The underlying zoning for 211 South Main Street shall remain CBD Central Business District. The City's official zoning map shall be redrawn to include and show the HD-3 Historic Overlay District.

Passed by the Commission July 13, 2016

Signed by the Mayor July 13, 2016

  
\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

  
\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
451 W THIRD ST  
DAYTON OH 45422

DRIVER RILEY D AND SHARON L A  
18 W FIFTH ST  
DAYTON OH 45402

FREEDOM FUND LLC  
2468 DORM DR  
TWIN FALLS ID 83301

TODD LEMASTER  
9290 SHEEHAN RD  
DAYTON OH 45458

SPARE A DOLLAR LLC  
204 S LUDLOW ST 201  
DAYTON OH 45402

DAYTON BD OF EDUCATION  
115 S LUDLOW ST  
DAYTON OH 45402

DENEAL J FELDMAN  
80 MEAD ST  
DAYTON OH 45402 2303

SPAGHETTI WAREHOUSE OHIO  
P.O. BOX 2170  
KELLER TX 76244 2170

MONTEREY HOLDINGS LLC  
5890 SAWMILL RD STE 120  
DUBLIN OH 43017

FIDELITY INVESTMENT GROUP LLC  
3982 POWELL RD #202  
POWELL, OH 43065

Ann Schenking, Secretary  
Plan Board  
101 West Third St.  
P.O. Box 22  
Dayton, OH 45401

H & N INVESTMENTS LLC  
5111 GARDEN SPRINGS BLVD  
DAYTON OH 45429

FIDELITY DEVELOPMENT GROUP LLC  
211 S MAIN ST  
DAYTON OH 45402

GRANITE HOLDINGS LTD  
8694 SHEAR DR  
POWELL OH 43065

SCHANTZ THOMAS G  
825 FAR HILLS AVE  
DAYTON OH 45419

Scott Murphy  
Downtown Dayton Partnership  
Key Bank Tower  
10 W. Second St., Suite 611  
Dayton, OH 45402

Rashella Lavender, Clerk  
Office of the City Commission  
101 West Third St.  
P.O. Box 22  
Dayton, OH 45401

Z-005-2016

Cherise Schneider  
11:20 A.M.  
6/6/16



**City of Dayton  
Office of the City Commission  
City Hall • 101 West Third Street  
Dayton, Ohio 45402  
(937) 333-3636**

**Legal Notice**

**#1200-23**

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, July 6, 2016, at 6:00 P.M., or as soon thereafter as the hearing can begin, in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio on the following:

**Official Zoning Map Amendment**

**Case: Z-005-2016**

Establish a HD-3 Historic District Designation for the Fidelity Building at 211 South Main Street (City Lot #253). The Historic District designation will only apply to the Fidelity Building. The underlying zoning designation, CBD Central Business District, will not change.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Tony Kroeger in the Department of Planning and Community Development, (937) 333-3673 or [tony.kroeger@daytonohio.gov](mailto:tony.kroeger@daytonohio.gov).

By order of the City Commission of the City of Dayton, Ohio.

**RASHELLA LAVENDER, CLERK  
OFFICE OF THE CITY COMMISSION**



**City of Dayton  
Office of the City Commission  
City Hall • 101 West Third Street  
Dayton, Ohio 45402  
(937) 333-3636**

**Legal Notice**

**#1200-23**

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By order of the City Commission of the City of Dayton, Ohio.

**RASHELLA LAVENDER, CLERK  
OFFICE OF THE CITY COMMISSION**



## MEMORANDUM

June 28, 2016

**TO:** Shelley Dickstein  
City Manager

**FROM:** Aaron K. Sorrell, Director <sup>AKS</sup>  
Department of Planning and Community Development

**SUBJECT: Public Hearing at July 6, 2016, City Commission Meeting to Establish a  
HD-3 Historic District Overlay for the Fidelity Building  
(Plan Board Case Z-005-2016)**

On Wednesday, July 6, 2016, the City Commission will hold a public hearing on Plan Board Case Z-005-2016 which will establish a HD-3 Historic District Overlay for the Fidelity Building at 211 South Main Street. The HD-3 designation does not affect any exterior or interior modifications to the building. However, demolition of the building will require approval of the City's Landmark Commission. The building's underlying zoning (CBD Central Business District) will not change. The building's owner, Karim Haber of the Fidelity Development Group, is the applicant for the HD-3 designation.

The Fidelity Building is historically significant because of its association with the history of commercial development in Dayton, particularly the history of health and medical practice in Dayton. In addition, the building largely retains its major exterior Neo-Classical features while the interior of the building retains its structural grid, even as newer partitions have been constructed to accommodate later businesses, and modern finishes, such as carpets and dropped ceilings cover original materials and finishes.

The Landmark Commission fully supports the HD-3 designation, as does the Greater Downtown Priority Land Use Board and City of Dayton staff. Ohio Historic Inventory forms and correspondence from the State Historic Preservation Office also support the HD-3 designation.

The HD-3 designation is important because it can help make the building eligible for historic tax credits. Such tax credits could help finance adaptive reuse of the building.

The Plan Board, by a 6-0 vote, recommends City Commission adoption of the HD-3 designation. The Plan Board believes it is consistent with the City's comprehensive plan (CitiPlan 20/20) and the intent and purpose of the zoning code.

Planning and Community Development staff, Ann Schenking and Tony Kroeger, will briefly present the case at the City Commission public hearing. Please contact Ann Schenking at extension 3699 if you have any questions.

AKS/ams

c: Mr. Kery Gray, Ms. Rashella Lavender, Mr. Joe Parlette, Ms. Tammi Clements, Mr. Brian Inderrieden,  
Mr. Tony Kroeger, Ms. Ann Schenking