



## **CITY COMMISSION MEETING AGENDA**

## **CITY COMMISSION**

## DAYTON, OHIO

FEBRUARY 17, 2010

6:00 P.M.

## I. AGENDA SCHEDULE

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

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

1. Call Meeting to Order
2. Invocation -- **COMMISSIONER WILLIAMS**
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: **One Stop Permit Process Study - 4:00 p.m.**  
**(K. Klein)**  
**City Manager's Large Conference Room**
17. Miscellaneous (See Section VI)

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

The following recommendations are offered for City Commission approval.

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

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

#### 1. 2010 Purchase Orders:

## AVIATION

**A1. Swarco Industries, Inc.** (free flow drop-on glass beads as needed through 12-31-10) **\$12,000.00**  
**(and for the period of 01-01-11 through 07-31-11)** **12,000.00**

1. (Cont'd):

**CENTRAL SERVICES**

<b>B1. Trame Mechanical, Inc.</b> (coil cleaning of the heating, ventilation and air conditioning – HVAC – systems as needed through 12-31-10)	<b>\$15,000.00</b>
<b>(and for the period of 01-01-11 through 12-31-13)</b>	<b>45,000.00</b>
<b>B2. HP Products</b> (janitorial paper supplies as needed through 12-31-10)	<b>25,000.00</b>
<b>(and for the period of 01-01-11 through 12-31-12)</b>	<b>50,000.00</b>
<b>B3. Manpower Temporary Services</b> (temporary employment services as needed through 12-31-10)	<b>20,800.00</b>
<b>(and for the period of 02-18-10 through 12-31-10)</b>	<b>20,000.00</b>

**FIRE**

<b>C1. Zoll Medical Corp.</b> (parts and accessories for Zoll brand defibrillators as needed through 12-31-10)	<b>12,000.00</b>
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**RECREATION & YOUTH SERVICES**

<b>D1. Century Equipment, Inc.</b> (five pieces of used ground maintenance equipment)	<b>51,900.00</b>
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**WATER**

<b>E1. Combustion Equipment Co., Inc.</b> (boiler tubes as needed through 12-31-10)	<b>83,729.00</b>
<b>E2. Turblex, Inc.</b> (parts and repair services as needed through 12-31-10)	<b>12,500.00</b>
<b>E3. Enterprise Informatics</b> (annual software maintenance and support as needed through 12-31-10)	<b>25,032.00</b>
<b>E4. John A. Becker Co.</b> (electrical supplies and equipment as needed through 12-31-10)	<b>30,000.00</b>
<b>(and for the period of 01-01-11 through 12-31-11)</b>	<b>30,000.00</b>
<b>E5. Wesco Distribution, Inc.</b> (electrical supplies and equipment as needed through 12-31-10)	<b>30,000.00</b>
<b>(and for the period of 01-01-11 through 12-31-11)</b>	<b>30,000.00</b>

-Depts. of Aviation, Central Services, Fire, Rec. & Youth Services, and Water).

**Total: \$504,961.00**

2. **ACS – Contract** – for modifications, training and programming for the new Banner Accounts Receivable System – Dept. of Finance. **\$40,950.00**
3. **Buckeye Power Sales Co. – Payment of Voucher** – to cover the cost of a back-up diesel powered electric generator – Dept. of Water/Water Supply & Treatment. **\$68,876.00**
4. **Hafenbrack Marketing – Contract** – for the development of a comprehensive marketing strategy to promote the Recycle Dayton and Dayton Energy Programs- Dept. of Water/Environmental Management. **\$60,000.00**

- 5. **John Pinard – Professional Service Agreement** – for professional legal services for the period through 08-31-10 – Dept. of Law/Criminal. **\$50,000.00**
- 6. **Police One – Contract** – to host the Street Crimes Program at the Dayton Police Academy – Dept. of Police. **\$15,000.00**

**C. Revenue to the City:**

- 7. **AMPCO System Parking – Professional Services Agreement** – for management of the City-owned lot located along Monument Avenue east of Patterson Boulevard and north of Monument Avenue in connection with the Deloitte Project – Office of Economic Development. **\$10,000.00**  
 (Est. Pymt. to the City Per Year)  
**\$60,000.00 (Paid to AMPCO)**

**D. Neighborhood Grants:**

- 8. **Dayton Ohio Habitat for Humanity – Subrecipient Agreement** – to administer a purchase and rehabilitation program for foreclosed single-family homes – Dept. of Planning & Comm. Development. **\$350,000.00**

**E. Other – Contributions, Enterprise Zone Agreement, Etc.:**

**COMMISSIONER JOSEPH**

- 9. **Montgomery County, OH – Intergovernmental Agreement** – for the Homelessness Prevention & Rapid Rehousing Program – Dept. of Planning & Community Dev. **\$110,000.00**

**IV. LEGISLATION:**

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

**COMMISSIONER WHALEY**

- 10. **No. 30966-10** Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 171 of the Charter to Limit the Total Property Tax Rate Which May be Levied Without a Vote of the People; Repealing Existing Section 171; and Declaring an Emergency.
- 11. **No. 30967-10** Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 39 of the Charter Describing Meetings of the City Commission; Repealing Existing Section 39; and Declaring an Emergency.

**COMMISSIONER LOVELACE**

**COMMISSIONER WILLIAMS**

12. **No. 30968-10** Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 187 of the Charter Describing the Residency Requirements for Part-time Employees; Repealing Existing Section 187; and Declaring an Emergency.

**COMMISSIONER JOSEPH**

13. **No. 30969-10** Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 95 of the Charter Describing the Classified and Unclassified Service of the City of Dayton; Repealing Existing Section 95; and Declaring an Emergency.

**COMMISSIONER WHALEY**

14. **No. 30970-10** Establishing and Describing the Boundaries of the Twin Towers Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

**Ordinance – First Reading:**

15. **No. 30971-10** Appropriating Funds for the Year 2010 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

**Ordinance – Second Reading:**

16. **No. 30965-10** Amending Section 70.121 of the Revised Code of General Ordinances of the City of Dayton Relating to Civil Penalties for Automated Traffic Control Photographic System to Add Speed Enforcement Capability.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 30972-10**

**RESOLUTION NO. 5725-10**

**IMPROVEMENT RESOLUTION NO. 3598-10**

**INFORMAL RESOLUTION NO. 808-10**

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

TO: City Manager

Date February 17, 2010

FROM: Central Services / Purchasing  
*Department/Division*

(CHECK ONE)

Purchase Order       Lease Agreement  
 Price Agreement       Estimate of Cost  
 Award of Contract       Payment of Voucher  
 Other      2010 Purchase Orders

Amount \$ 504,961.00

Supplier/Vendor/Company/Individual:

NAME See Below

ADDRESS \_\_\_\_\_

**Justification and description of purchase, contract or payment:**

## AVIATION – FACILITIES AND OPERATIONS / FIELD

(A1) P0100440 – SWARCO INDUSTRIES, INC., COLUMBIA, TN

- Free flow drop-on glass beads, as needed through 12/31/2010.
- These items are required for runways and road striping.
- Rates are in accordance with the City of Dayton's existing price agreement #D9072, with pricing through 7/31/2011.
- The Department of Aviation recommends approval of this order.
- Initial encumbrance authority: \$12,000.00
- Authority to cover additional needs in the following period:
  - 1/1/11 – 07/31/11 \$12,000.00

Approved Affirmative Action Program on File  Yes  No

Approved by City Commission

Clerk

Date

**FORM NO. MS-16**

1 No  NA  
Division  
Department  
City Manager

CENTRAL SERVICES – FACILITIES MANAGEMENT(B1) P0100426 – TRAME MECHANICAL, INC., DAYTON, OH

- Coil cleaning of the heating, ventilation and air conditioning (HVAC) systems, as needed through 12/31/2010.
- These services are required to maintain heating and cooling systems.
- Sixteen possible bidders were solicited and six bids were received.
- This order establishes a price agreement through 12/31/2013. Multiple suppliers are recommended to ensure the best value for the City as well as on-going competition and availability during emergencies.
- The Department of Central Services recommends approval of this order.
- Initial encumbrance authority: \$15,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/11 – 12/31/11 \$15,000.00
  - 1/1/12 – 12/31/12 \$15,000.00
  - 1/1/13 – 12/31/13 \$15,000.00

(B2) P0100449 – HP PRODUCTS, GROVEPORT, OH

- Janitorial paper supplies, as needed through 12/31/2010.
- These supplies are required to replenish inventories used in daily operations.
- Twelve possible bidders were solicited and nine bids were received.
- This order establishes a price agreement through 12/31/2012. Multiple suppliers are recommended to ensure the best value for the City as well as on-going competition and availability during emergencies.
- The Department of Central Services recommends approval of this order.
- Initial encumbrance authority: \$25,000.00
- Authority to cover additional needs in the following periods:
  - 1/1/11 – 12/31/11 \$25,000.00
  - 1/1/12 – 12/31/12 \$25,000.00

(B3) P0100448 – MANPOWER TEMPORARY SERVICES, KETTERING, OH

- Temporary employment services, as needed through 12/31/2010.
- Services are required to provide temporary executive secretary staffing.
- Rates are in accordance with the City of Dayton's existing price agreement IFB #8023-R.
- The Department of Central Services recommends approval of this order.
- Initial encumbrance authority: \$20,800.00
- Authority to cover additional needs in the following period:
  - 2/18/10 – 12/31/10 \$20,000.00

## CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: HVAC MAINTENANCE AND REPAIR SERVICE

Dept./Div.: VARIOUS

Requisition No: VARIOUS

IFB No.

Bids Opened:

0002-

12/23/2009 @ 10:00 A.M.

BIDDER NAME & STREET ADDRESS:			No.:	1 Frye Mechanical Huber Heights OH 45424	2 Trame Mechanical Dayton OH 45403	3 Apex Mechanical Englewood OH 45322	4 Dayton Reliable Air Filter Moraine OH 45439	5 DeBra Kuempel Moraine OH 45439	6 Triton Services Mason OH 45040
CITY: STATE & ZIP: Recommended for Award			City	City	County	County	County	County	NO
QUALIFIES FOR LOCAL PREFERENCE? LOCAL PREFERENCE A FACTOR IN AWARD?									
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
1	Preventive Maintenance - HVAC Mechanic	1	Each	\$61.00	\$50.00	\$60.00		54.00	• 48.96
	Local Preference				• \$48.96				
						\$63.00		56.70	51.41
	Preventive Maintenance - Technician/Journeyman	1	Each	\$52.00	• \$50.00	\$60.00		58.00	63.81
	Local Preference					\$63.00		\$60.90	\$67.00
2	Overtime Hourly Rates - HVAC Mechanic	1	Each	• \$61.00	\$75.00	\$90.00		80.00	73.44
	Local Preference					\$94.50		84.00	77.11
	Overtime Hourly Rates - Technician/Journeyman	1	Each	• \$52.00	\$75.00	\$90.00		86.00	95.72
						\$94.50		90.30	100.51
3	Air Filter Replacement Hourly Rate	1	Each	\$47.00	\$40.00	\$60.00	• 15.00	30.00	45.00
	Local Preference					\$63.00	15.75	31.50	47.25
4	Coil Cleaning Hourly Rate	1	Each	\$53.00	• \$40.00	\$60.00		46.00	45.00
	Local Preference					\$63.00		48.30	47.25
5	Rate for Performance Bond	1	Each	\$25.00	\$14.85	\$17.30	• 10.00	10.00	10.00
	Local Preference					\$18.17		10.50	10.50
Pricing Firm through 12/31/11 and Option to Renew through 12/31/13									
TERMS: F.O.B.:				1.5% 10TH DESTINATION	Net 30 DESTINATION	Net 30 DESTINATION	Net 30 DESTINATION	Net 30 DESTINATION	2% 10 DESTINATION

THE FOLLOWING VENDORS WERE SENT A BID AND DID NOT BID:

- 1.Johnstone Supply
- 2.Rieck Group
- 3.Waibel Trane
- 4.Brookville Heating
- 5.Mechanical Systems of Dayton
- 6.JB Mechanical
- 7.KTS & Company, Inc.
- 8.Osterfield Champion
- 9.Response Mechanical
- 10.Superior Mechanical

BIDDER NAME & STREET ADDRESS:		1		2		3		Alternate		4		5		6		7		8	
CITY: STATE & ZIP: Recommended for Award		Bowman Supply Co. 225 N. Irwin St.		HP Products Corp. 5700 Green Pointe Dr.		Phillips Supply Company 1 Crosley Field Lane		Phillips Supply Company 1 Crosley Field Lane		Premier Paper 22 Mead St		Staples 41541 Eleven Mile Rd		Roby Supply 42 N. Torrance St		Scottissue 3275 Dryden Rd		DBA XPEDX INTERNATIONAL 115 WEST RIVERVIEW AVE Dayton OH 45405	
QUALIFIES FOR LOCAL PREFERENCE? LOCAL PREFERENCE A FACTOR IN AWARD?																			
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
	<u>FACILITIES MANAGEMENT</u>																		
1	Stoko fresh foaming soap	Each		\$7.125 6(800ml)		\$8.710 2000 ml.		\$19,070 2L				\$11.60 250 ml		\$55.88 800 ml.		\$6.25 300 ml.		N/B	
2	Foaming disinfectant cleaner	Each		\$2.210		\$2,060 22 oz.		\$2,6316 19 oz.				N/B 21 oz.		\$47.50 20 oz.		\$2.55 19 oz.		\$1.98 32 oz.	
3	Scouring powder with bleach	Each		\$0.920		\$0.640 21 oz.		\$1,420 21 oz.				N/B 21 oz.		\$1.30 N/B		\$1.10 21 oz.		\$0.57 21 oz.	
4	Foaming carpet spotter	Each		\$4.230		\$2,760 19 oz.		\$3,5725 20 oz.				N/B 1 qt.		\$8.00 N/B		\$3.10 18 oz.		\$1.98 32 oz.	
5	Glass cleaner	Each		\$1.640		\$1.770 19 oz.		\$2,732 1 gal.				\$2,140 20 oz.		\$17.17 1 qt.		\$26.38 N/B		\$4.65 gal.	
6	Hospital Virucidal disinfectant	Each		\$2.690		\$1.550 15 oz.		\$3,329 1 qt.				N/B N/B		\$19.58 gal.		\$2.15 qt.		\$8.20 1 gal.	
7	Baseboard cleaner	Each		\$2.670		\$3,030 18 oz.		\$4,641 20 oz.				N/B N/B		\$6.37 \$3.53		\$49.80 20 oz.		\$2.95 18 oz.	
8	Stainless steel cleaner	Each		\$3.160		\$3,910 20 oz.		\$3,873 20 oz.				N/B N/B		20 oz. N/B		\$4.30 18 oz.		\$2.44 15 oz.	
9	Hi-gloss stone floor urethane finish	Gal		\$16.040		\$84,460 5 Gal		\$38,400				N/B N/B		\$11.60 N/B				\$58.00 \$93.37	
10	Lemon shine furniture polish	Each		\$4.390		\$2,430 18 oz.		\$4,149 20 oz.		\$2,832 17 oz.		N/B N/B		\$2.92 \$19.53		N/B N/B		\$3.30 20 oz.	
11	Heavy duty degreaser	Pail Drum		\$27,450 \$250,410		\$2,330 1 qt.		\$26,200 5 gal.				N/B N/B		half gal. gal.				\$2.40 1 gal.	
12	General purpose cleaner	Pail Drum		\$31,750 \$257,500		\$8,540 1 gal.		\$31,000 5 gal.				N/B N/B		\$19.53 gal.				\$4.93 1 gal.	
13	Gum remover for carpet	Each		\$2,410		\$2,030 7 oz.		\$4,317 6.5 oz.				N/B N/B		\$35.13 6 oz.		N/B N/B		\$3.35 12 oz.	
14	Floor wax - Complete	Pail Drum		\$37,830 \$353,820		\$70,960 N/A		\$54,980 N/A				N/B N/B		\$63.99 \$49.85				\$1.83 \$48.06	
15	Floor wax - Vectra	Pail Drum		\$56,230 \$608,200		\$71,330 \$805,380					N/B N/B		\$63.99 5 gal.				\$51.80 \$48.06		
16	Floor stripper	Pail Drum		\$47,130 \$359,200		\$65,240 \$668,110		\$50,530 N/A		\$46,500		N/B N/B		\$120.50 5 gal.		N/B N/B		\$68.46 \$727.81	
17	Carpet stain remover	Each		\$4,230		\$3,250 19 oz.		\$3,573 1 qt.				N/B N/B		\$7.56 1 qt.		N/B N/B		\$2.30 \$3.82	
18	Graffiti remover	Each		\$4,690		\$2,950 15 oz.		\$3,825 20 oz.				N/B N/B		\$12.00 1 qt.				\$4.30 17.5 oz.	
19	Men's head	Each		\$4,750		\$7,340		\$7,580				N/B N/B		\$6.32 \$10.95				\$6.54 \$5.55	

## CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Janitorial Supplies  
 Dept/Div.: Various  
 Requisition No.: Various

IFBM 0008-A  
 Bid Opened: 12/29/09 @ 10:00AM

BIDDER NAME & STREET ADDRESS:		1		2		3		Alternate		4		5		6		7		8																
		Bowman Supply Co. 225 N. Irwin St.		HP Products Corp. 5700 Green Pointe Dr.		Phillipe Supply Company 1 Crosley Field Lane		Phillipe Supply Company 1 Crosley Field Lane		Premier Paper 22 Mead St		Staples 41541 Eleven Mile Rd		Roby Supply 42 N. Torrence St		Scottisue 3275 Dryden Rd		DBA XPEDX INTERNATIONAL 115 WEST RIVERVIEW AVE																
CITY: STATE & ZIP: Recommended for Award		Dayton OH 45403		Groverport OH 43125		Cincinnati OH 45214		Cincinnati OH 45214		Dayton OH 45402		Dayton MI 48375		Dayton OH 45403		Dayton OH 45439		Dayton OH 45405																
QUALIFIES FOR LOCAL PREFERENCE?																																		
LOCAL PREFERENCE A FACTOR IN AWARD?																																		
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST															
1	<b>RECREATION &amp; YOUTH SERVICES</b> Multi-purpose cleaner, sanitizer, odor control		Each	\$10.200		\$7.140		\$8.500				N/B		\$17.17		\$35.24		• \$1.85	N/B															
1	<b>AVIATION</b> Bobrick "Sureflow" 12 liter "Tank in a Box"		Each	N/B		\$47.840		N/B				N/B		• \$34.81		N/B		\$4.37	\$52.43	N/B														
2	Uric acid eradicater		Each	\$2.200		\$8.670		• \$2.506				N/B		\$9.65		N/B		\$3.20	\$38.47	N/B														
3	Toilet bowl cleanser		Each	\$2.200		• \$2.080		N/B				N/B		\$2.44		N/B		\$2.15	\$25.79	\$2.11														
4	"Kaibloey" gallon bottles for Kalvac cleaning		Each	N/B		N/B		• \$7.205				N/B		N/B		N/B		N/B	N/B	N/B														
5	"Kaldry" quart bottles for Kalvac cleaning equip.		Each	N/B		N/B		N/B				N/B		N/B		N/B		N/B	N/B	N/B														
6	"Gojo" 800 MI "Pink and Clean" lotion hand soap		Each	\$2.546		• \$2.080		\$29.380				N/B		\$3.04		\$29.90		\$2.47	\$29.62	\$2.19	\$26.28													
7	Case \$30.550		Case	\$30.550		\$24.900		800 mL				N/B		\$45.83		N/B		N/B	N/B	N/B														
8	"Crystal Dry Extra" carpet cleaner		Each	N/B		• \$6.590		N/B				N/B		\$60.25		N/B		\$60.82	\$48.60															
	"Johnson Bravo" 1500 + stripper		Each	• \$28.670		\$85.240		5 gal.		\$50.530		\$46.500		N/B		N/B																		
<b>WATER DISTRIBUTION</b>																																		
1	Warehouse broom, industrial quality corn	48	Each	\$7.920	\$380.16	\$8.120	\$389.78	\$6.920	\$332.16			N/B		\$18.16	\$871.68	\$9.75	\$468.00	\$8.41	\$307.68	• \$8.11	\$293.28													
2	Street broom	48	Each	\$10.640	\$510.72	\$8.610	\$413.28	\$15.520	\$744.96			N/B		• \$7.87	\$368.16	N/B		\$9.19	\$441.12	N/B														
3	Street broom handle	84	Each	\$3.040	\$255.96	\$3.710	\$311.64	\$5.360	\$450.24			N/B		\$3.13	\$262.92	N/B		\$3.09	\$259.56	• \$2.54	\$213.36													
4	Double stitched, whisk Polmar broom	36	Each	\$2.430	\$87.48	\$4.160	\$149.78	\$3.190	\$114.84			N/B		\$8.51	\$234.36	N/B		\$2.23	\$80.28	• \$2.13	\$76.68													
5	60" x 15/16" Floor brush handle	24	Each	\$3.170	\$76.08	\$2.870	\$68.88	\$4.730	\$113.52			N/B		\$3.13	\$75.12	N/B		\$3.00	\$72.00	• \$2.73	\$65.52													
6	Natural lacquered hardwood blocks	24	Each	• \$8.700	\$208.80	\$19.990	\$479.76	\$19.730	\$473.52			N/B		\$11.88	\$285.12	N/B		\$18.46	\$395.04	\$9.80	\$235.20													
7	Mop Handle, wood	6	Each	\$8.100	\$36.60	\$7.700	\$46.20	\$7.050	\$42.30			N/B		• \$3.13	\$18.78	N/B		\$6.78	\$40.68	\$5.68	\$34.06													

## CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Janitorial Supplies  
 Dept/Div.: Various  
 Requisition No.: Various

IFB# 0006-A  
 Bid Opened: 12/29/09 @ 10:00AM

BIDDER NAME & STREET ADDRESS:		No.:	1		2		3		Alternate		4		5		6		7		8															
		No.:	Bowman Supply Co. 225 N. Irwin St.	HP Products Corp. 5700 Green Pointe Dr.	Phillips Supply Company 1 Crosley Field Lane	Phillips Supply Company 1 Crosley Field Lane	Premier Paper 22 Mead St	Staples 41541 Eleven Mile Rd	Roby Supply 42 N. Torrence St	Scottissue 3275 Dryden Rd	DBA XPEDX INTERNATIONAL 115 WEST RIVERVIEW AVE Dayton OH 45405																							
CITY: STATE & ZIP: Recommended for Award		Dayton OH 45403	Groveport OH 43125		Cincinnati OH 45214		Cincinnati OH 45214		Dayton OH 45402		Novi MI 48375		Dayton OH 45403		Dayton OH 45439		Dayton OH 45405																	
QUALIFIES FOR LOCAL PREFERENCE?																																		
LOCAL PREFERENCE A FACTOR IN AWARD?																																		
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8	20 oz. Mop head	48	Each	\$2.340	\$112.32	\$2.750	\$132.00	\$2,520	\$120.96	N/B		\$3.95	\$189.60	\$12.50	\$75.00	\$5.78	\$277.44	\$2.83	\$135.84															
9	24 oz. Mop heads	48	Each	\$4.580	\$219.84	\$8.710	\$418.08	\$8,640	\$318.72	N/B		\$7.50	\$360.00	\$10.95	\$525.60	\$6.54	\$313.92	\$3.34	\$160.32															
10	7-1/4" x 2-3/8" Smooth finished block brush	12	Each	\$3.170	\$38.04	\$9.680	\$116.16	\$7,890	\$94.68	N/B		\$2.97	\$35.64	N/B		N/B		\$2.32	\$27.84															
11	Brush, wire or scratch brush	24	Each	N/B		\$2.570	\$61.68	\$2,650	\$63.60	N/B		N/B		N/B		\$3.86	\$92.64	N/B																
12	Bowl swab brush aka Johnny Mops	12	Each	\$0.590	\$7.08	\$0.690	\$8.28	\$0,690	\$8.28	N/B		\$0.57	\$6.84	N/B		\$0.55	\$6.60	\$0.68	\$8.16															
13	Lobby dustpan, plastic	8	Each	\$13.520	\$81.12	\$10.550	\$83.30	\$14,410	\$86.46	N/B		\$11.96	\$71.76	N/B		\$8.35	\$50.10	\$10.58	\$63.48															
14	26 qt. Rubbermaid mop bucket	6	Each	\$52.270	\$313.62	\$65.500	\$393.00	\$82,650	\$375.90	N/B		\$86.45	\$518.70	\$86.51	\$399.06	\$56.66	\$339.96	\$58.25	\$337.50															
15	#2 Wash tub	6	Each	N/B		N/B		N/B		N/B		N/B		N/B		N/B		N/B																
16	14 qt. Water bucket	12	Each	N/B		N/B		N/B		N/B		\$10.28	\$123.12	N/B		N/B		N/B																
17	S254 16 qt. Heavy duty cement bucket	6	Each	N/B		N/B		N/B		N/B		N/B		N/B		N/B		N/B																
18	All purpose cleaner, aerosol, 22 oz.	144	Each	\$2.110	\$303.84	\$2.060	\$296.64	\$31,580	\$378.96	N/B		\$2.78	\$400.32	N/B		\$2.72	\$391.88	\$1.88	\$270.72															
19	Rain Forest dry deodorizer, 10 oz. aerosol	48	Can	\$3.850	\$184.80	\$4.080	\$195.84	\$35,840	\$143.36	N/B		\$3.37	\$161.76	N/B		\$3.54	\$189.92	\$2.87	\$137.78															
20	Raspberry rage deodorizer, 10 oz. aerosol	48	Can	\$3.850	\$184.80	\$3.480	\$167.04	\$34,840	\$143.36	N/B		\$3.37	\$161.76	N/B		\$3.94	\$189.12	\$2.87	\$137.78															
21	Outrageous orange dry deodorizer	48	Can	\$3.850	\$184.80	\$3.240	\$155.52	\$34,840	\$143.36	N/B		\$3.37	\$161.76	N/B		\$2.80	\$134.40	\$2.87	\$137.76															
22	Lysol spray disinfectant	48	Can	\$2.690	\$129.12	\$8.640	\$318.72	\$39,950	\$159.80	N/B		\$3.76	\$180.48	N/B		\$3.47	\$166.56	\$2.46	\$118.06															
23	All purpose cleaner, spray non-aerosol	36	Each	\$2.620	\$94.32	\$8.540	\$307.44	\$23,640	\$70.92	N/B		\$2.78	\$100.08	N/B		\$1.85	\$86.60	\$1.87	\$67.32															
24	Bowl cleaner	60	Each	\$2.200	\$132.00	\$2.080	\$124.80	N/B		N/B		\$3.25	\$195.00	N/B		\$2.15	\$129.00	\$2.11	\$126.60															
25	Non-acid thick ling disinfectant bowl cleaner	60	Each	\$1.920	\$115.20	\$1.680	\$100.80	\$17,980	\$89.90	N/B		\$2.79	\$167.40	\$2.94	\$176.40	\$1.73	\$103.60	\$1.60	\$96.00															
26	Liquid mild abrasive cleaner	12	Each	\$2.050	\$24.60	\$2.320	\$27.84	\$40,550		N/B		\$3.14	\$37.68	N/B		\$1.87	\$22.44	\$2.22	\$26.64															

## CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Janitorial Supplies  
 Dept./Div.: Various  
 Requisition No.: Various

IFB# 0008-A  
 Bid Opened: 12/29/09 @ 10:00AM

BIDDER NAME & STREET ADDRESS:		1	2	3	Alternate		4	5	6	7	8
STATE & ZIP:	City:	Bowman Supply Co. 225 N. Irwin St.	HP Products Corp. 5700 Green Pointe Dr.	Phillips Supply Company 1 Crosley Field Lane	Phillips Supply Company 1 Crosley Field Lane	Premier Paper	Staples 41541 Eleven Mile Rd	Roby Supply 42 N. Torrence St	Scottissue 3275 Dryden Rd	DBA XPEDX INTERNATIONAL 115 WEST RIVERVIEW AVE	
Recommended for Award	Qualifies for Local Preference?	Dayton OH 45403	Groveport OH 43125	Cincinnati OH 45214	Cincinnati OH 45214	Dayton OH 45402	Novi MI 48375	Dayton OH 45403	Dayton OH 45439	Dayton OH 45405	
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
27	Urinal screen with deodorant urinal block	24	Tube	\$1.680	\$40.32	• \$1.620	\$38.88	\$12.960	\$25.90	N/B	\$13.77
28	Aerosol wood polish	24	Can	\$4.390	\$105.36	\$2.430	\$58.32	\$33.998	\$87.98	N/B	\$2.92
29	Glass cleaner, undiluted 1 gallon container	6	Gallon	• \$3.890	\$23.34	\$8.310	\$49.86	\$4.280	\$25.56	N/B	\$23.42
30	Glass cleaner, aerosol spray	72	Can	\$1.640	\$118.08	\$1.940	\$139.68	\$32.780	\$196.68	N/B	\$2.08
31	Sanituff heavy duty cleaner	12	Each	\$39.530	\$474.36	\$57.750	\$693.00	\$54.670	\$328.02	N/B	\$49.71
32	Waterless sanituff hand cleaner	24	Each	\$46.800	\$1,123.20	N/B	•	\$24.06	N/B	N/B	N/B
33	Ivory liquid soap	50	Case	\$41.410	\$2,070.50	\$29.870	\$1,493.50	N/B	N/B	• \$9.32	\$18.64
34	Waterless sanitizor hand cleaner	24	Btl.	\$4.510	\$108.24	\$3.970	\$95.28	\$41.580	\$83.12	N/B	\$3.42
35	Gentle hand soap	72	Each	\$6.600	\$475.20	\$2.670	\$192.24	\$29.380	\$176.28	N/B	\$4.66
36	Spic & Span cleaner	60	Box	\$7.230	\$433.80	\$8.750	\$525.00	N/B	N/B	N/B	\$9.53
37	Buckeye Quat 258 disinfectant cleaner 7-3/4 x 4-3/8 x 1-5/8 Highly absorbent sponges	4	5-Gal	\$72.300	\$289.20	\$54.490	\$217.96	\$94.360	\$377.44	N/B	\$16.93
38	Floor dry, absorbent	36	Each	\$1.580	\$56.88	• \$0.760	\$27.36	\$2.480	\$89.28	N/B	\$1.42
39	Calcium chloride pellets, 50 lb. bags	30	Bag	\$6.210	\$186.30	\$6.420	\$192.60	\$7.530	\$225.90	N/B	\$6.83
40	HP Sweeping compound for wood & concrete	42	Bag	\$12.610	\$529.82	\$16.390	\$668.38	• \$8.170	\$343.14	N/B	\$14.56
41	Liners, trash 15 x 9 x 23 Xtra heavy	6	Box	\$18.400	\$110.40	\$47.410	\$284.48	\$16.600	\$99.60	N/B	N/B
42	Liners, trash 24" x 33", 12-16 gallon	Case	\$17.020	\$36.530	\$17.160	N/B	N/B	\$22.77	\$22.77	N/B	\$21.77
43	Liners, trash 24" x 33", 12-16 gallon	10	Case	\$18.030	\$180.30	\$20.550	\$205.50	\$25.990	\$259.90	• \$0.02562	\$25.62
44	Liners, trash 33" x 40" 33 gallon	48	Case	\$3.950	\$666.60	\$18.350	\$880.80	\$17.880	\$858.24	• \$0.07244	\$18.11
45	Liners, trash 38" x 60" 60 gallon	60	Case	\$14.370	\$862.20	\$26.150	\$1,569.00	\$23.480	\$1,407.60	• \$0.10265	\$20.53

## CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Janitorial Supplies  
 Dept/Div.: Various  
 Requisition No.: Various

IFB# 0006-A  
 Bid Opened: 12/29/09 @ 10:00AM

BIDDER NAME & STREET ADDRESS:		1 Bowman Supply Co. 225 N. Irwin St.	2 HP Products Corp. 5700 Green Pointe Dr.	3 Phillips Supply Company 1 Crosley Field Lane	Alternate Phillips Supply Company 1 Crosley Field Lane	4 Premier Paper 22 Mead St	5 Staples 41541 Eleven Mile Rd	6 Roby Supply 42 N. Torrence St	7 Scottissue 3275 Dryden Rd	8 DBA XPEDX INTERNATIONAL 115 WEST RIVERVIEW AVE
CITY: STATE & ZIP: Recommended for Award		Dayton OH 45403	Groveport OH 43125	Cincinnati OH 45214	Cincinnati OH 45214	Dayton OH 45402	Dayton MI 48375	Dayton OH 45403	Dayton OH 45439	Dayton OH 45405
QUALIFIES FOR LOCAL PREFERENCE?										
LOCAL PREFERENCE A FACTOR IN AWARD?										
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST
46	Power plunger, bell shaped	6	Each	\$8.850	\$53.10	\$4.850	\$29.10	\$4.090	\$24.54	N/B
47	Insecticide, flying insect, 15 oz. aerosol	48	Each	\$5.480	\$215.04	\$3.570	\$171.36	\$58.650	\$234.60	N/B
48	Insecticide, flying insect, 14 oz. aerosol	60	Each	\$4.480	\$268.80	• \$3.000	\$180.00	\$59.980	\$299.90	N/B
49	Insecticide, repellent 6 oz. can spray	96	Each	N/B		\$6.980	\$668.16	N/B		N/B
50	1 Quart plastic spray bottle	24	Each	• \$0.580	\$13.44	\$0.460	\$11.04	\$0.630	\$15.12	N/B
51	Spray nozzle for 1 quart plastic bottle	24	Each	• \$0.510	\$12.24	• \$0.510	\$12.24	\$0.740	\$17.76	N/B
52	Bleach, 1 gal., liquid 2.5% solution	24	Gallon	• \$1.510	\$36.24	\$1.530	\$36.72	\$13.270	\$53.08	\$1.610
53	#0 Medium steel wool fine for cleaning & removing	12	Tube	\$6.600	\$80.28	\$3.270	\$39.24	• \$2.010	\$24.12	N/B
54	Absorbent brooms for fuel/oil spillage	1	Each	N/B		• \$5.380	\$5.38	N/B		N/B
Options to renew for additional 12-months January 1, 2011 through December 31, 2011 Maximum Percentage of Increase										
Options to renew for additional 12-months January 1, 2012 through December 31, 2012 Maximum Percentage of Increase										
TERMS: FOB: DELIVERY:		Net 30 Dest	Net 30 Dest	Net 30 Dest	Net 30 Dest	Net 30 Dest	Net 30 Dest	Net 30 Dest	Net 30 Dest	Net 30 Dest
5-10 Days		5-7 Days	3 Days	3 Days	7 Days	1 Day*	3 Days	2 Days	3 Days	3-4 Days

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

1. EMM Distributors

FIRE - SUPPORT SERVICES AND RESOURCE MANAGEMENT

(C1) P0100442 – ZOLL MEDICAL CORP., BURLINGTON, MA

- Parts and accessories for Zoll brand defibrillators, as needed through 12/31/2010.
- These items are required to utilize defibrillators.
- Zoll Medical Corporation is recommended as the original equipment manufacturer (OEM), therefore this purchase was negotiated.
- The Department of Fire recommends approval of this order.
- Authority: \$12,000.00

RECREATION & YOUTH SERVICES – GOLF

(D1) P0100428 – CENTURY EQUIPMENT, INC., TOLEDO, OH

- Five pieces of used ground maintenance equipment.
- This equipment is required to maintain the City's golf courses.
- Four possible bidders were solicited and three bids were received.
- The Department of Recreation & Youth Services recommends acceptance of low bid.
- Authority: \$51,900.00

WATER – WASTEWATER

(E1) P0100446 – COMBUSTION EQUIPMENT CO., INC., HARRISON TOWNSHIP, OH

- Boiler tubes, as needed through 12/31/2010.
- These materials are required to maintain and repair three boilers at the Wastewater Treatment Plant.
- Rates are in accordance with the City of Dayton's existing price agreement #R-8172 with pricing through 12/31/2010.
- The Department of Water recommends approval of this order.
- Authority: \$83,729.00

(E2) P0100447 – TURBLEX, INC., SPRINGFIELD, OH

- Parts and repair services, as needed through 12/31/2010.
- These services are required to maintain and repair the air compressors at the Wastewater Treatment Plant.
- Turblex, Inc. is recommended as the original equipment manufacturer and sole distributor for this brand of air compressor parts.
- The Department of Water recommends approval of this order.
- Authority: \$12,500.00

	Century Equipment			Cutter Equipment			Statewide Turf			Turfsource		
	Cincy/Toledo			Canton			Sarasota, FL					
	Year	Hours	Cost	Year	Hours	Cost	Year	Hours	Cost	Year	Hours	Cost
3500-D Sidewinder	2006	1800	\$14,500.00	2005	1311	\$17,900.00	2007	1900	\$17,900.00			
5500-D Reelmaster 8-blade	2005	1860	\$11,000.00	2005	1285	\$16,900.00	2005	1944	\$14,900.00			no quote received
1200-A Bunker Rake w/blade	2004	1800	\$4,900.00	2004	1977	\$4,900.00	2006	1585	\$7,900.00			
6500-D Reelmaster 8-blade	2003	1850	\$11,000.00	2004	1183	\$12,900.00	2004	2107	\$14,900.00			
2500-A Greensmower 11-blade	2004	1500	\$10,500.00	2004	1248	\$9,900.00	2005	1907	\$7,400.00			
Shipping			\$0.00			\$200.00			\$800.00			
Discount			\$0.00			-\$1,600.00			-\$3,000.00			
Warranty			9 months			90 day parts			60 day eng			
Proven Service			exceptional			NA			NA			
<b>TOTAL COST</b>			<b>\$51,900.00</b>			<b>\$61,100.00</b>			<b>\$60,800.00</b>			<b>\$0.00</b>

WATER – WATER ENGINEERING

(E3) P0100464 – ENTERPRISE INFORMATICS, SAN DIEGO, CA

- Annual software maintenance and support, as needed through 12/31/2010.
- These services are required to maintain the Department of Water's electronic document management system.
- Enterprise Informatics is recommended as the original software developer and sole source for this agreement, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$25,032.00

WATER – WATER SUPPLY & TREATMENT

(E4) P0100457 – JOHN A. BECKER CO., DAYTON, OH

- Electrical supplies and equipment, as needed through 12/31/2010.
- These supplies are required to upgrade and maintain existing equipment.
- Seven possible bidders were solicited and five bids were received.
- This order establishes a price agreement through 12/31/2011. Multiple suppliers are recommended to ensure the best value for the City as well as on-going competition and availability during emergencies.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$30,000.00
- Authority to cover additional needs in the following period:
  - 1/1/11 – 12/31/11 \$30,000.00

(E5) P0100458 – WESCO DISTRIBUTION, INC., DAYTON, OH

- Electrical supplies and equipment, as needed through 12/31/2010.
- These supplies are required to upgrade and maintain existing equipment.
- Seven possible bidders were solicited and five bids were received.
- This order establishes a price agreement through 12/31/2011. Multiple suppliers are recommended to ensure the best value for the City as well as on-going competition and availability during emergencies.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$30,000.00
- Authority to cover additional needs in the following period:
  - 1/1/11 – 12/31/11 \$30,000.00

The aforementioned departments recommend approval of these orders.

DESCRIPTION IFB.# 0012-L		Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
CITY: STATE & ZIP		DAYTON OH. 45404 YES		DAYTON OH.45402 YES		DAYTON OH. 45414 YES		DAYTON OH. 45402 YES		LOVELAND OH.45140 NO	
LOCAL PREFERENCE APPROVED?											
ITEM	WIRE / CABLE / CORDS	Mfr:	BRAND/PART #	PRICE	Mfr/BRAND/PART #	PRICE	R/BRAND/PART #	PRICE	FR/BRAND/PART #	PRICE	
1	Size 2 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$955.45/M	THHN-2-STR-BLK-CUT REEL	\$1011.14 / M	SAME	\$950.90 / M		.97/FT	
2	Size 4 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$612.15/M	THHN-4STR-BLK-CUT REEL	\$651.56 / M	SAME	\$612.74 / M		.61/FT	
3	Size 6 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$388.80/M	THHN-6-STR-BLK-CUT REEL	\$413.00 / M	SAME	\$388.40 / M		.39/FT	
4	Size 8 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$260.58/M	THHN-8-STR-BLK-CUT REEL	\$277.38 / M	SAME	\$260.85 / M		.26/FT	
5	Size 10 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$148.49/M	THHN-10-STR-BLK-500S	\$165.47 / M	SAME	\$150.48 / M		.16/FT	
6	Size 12 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$98.23/M	THHN-12-STR-BLK-500S	\$109.48 / M	SAME	\$99.57 / M		.10/FT	
7	Size 14 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$68.25/M	THHN-14-STR-BLK-500S	\$76.25 / M	SAME	\$69.34 / M		.07/FT	
8	Size 16 THHN Stranded Copper	Mfr: Brand/Part #	SAME	\$62.87/M	TFNN-16-STR-BLK-500S	\$62.60 / M	SAME	\$61.46 / M		.067/FT	
9	Size 6 FAA L824C- 5KV	Mfr: Brand/Part #	6-L824C-5KV	\$895.00/M	L824C-6-1-5KV	\$1311.69 / M			N/Q		NQ
10	Size 8 FAA L824C- 5KV	Mfr: Brand/Part #	8-L824C-5KV	\$795.00/M	L824C-8-1-5KV	\$1006.49 / M			N/Q		NQ
11	Size 2 Brass Solid Copper	Mfr: Brand/Part #	SAME	\$700.00/M	N/Q	\$	SAME	\$788.77 / M		1.09/FT	
12	Size 4 Brass Solid Copper	Mfr: Brand/Part #	SAME	\$600.00/M	N/Q	\$	SAME	\$495.88 / M		.76/FT	
13	Size 6 Brass Solid Copper	Mfr: Brand/Part #	SAME	\$300.00/M	N/Q	\$	SAME	\$295.73 / M		.48/FT	
14	93F9305 Thermocouple Wire	Mfr: Brand/Part #	NEWPORT TT-J-20 25/N	\$52.00/SP	N/Q	\$			N/Q		NQ
15	ML-67 Wire Stripper	Mfr: Brand/Part #	IDEAL 45-120	\$10.95/E	N/Q	\$			IDEAL 45-120	11.09/E	
16	% Discount on wire/cable/cords items not listed above	Mfr:	VARIOUS	10%		%		0%		%	
17	% Discount on wire/cable/cords items not listed above	Mfr:		%		%		0%		%	
18	% Discount on wire/cable/cords items not listed above	Mfr:		%		%		0%		%	

ITEM #	DESCRIPTION	Mfr:	Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
			Part #	%	Part #	%	Part #	%	Part #	%	Part #	%
19	% Discount on wire/cable/cords items not listed above							0%				
<b>CONDUITS / COUPLING / FITTINGS</b>												
20	CONDUIT: Size 4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	• \$97.42/C	PVC-4	\$110.79 / C	SAME	\$121.00 / C	GENERIC 400	1.16/FT		
21	CONDUIT COUPLING for Size 4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940N	\$156.06/C	COUP-4	\$132.40 / C	SAME	\$6.57 / EA	400CP	1.69/E		
22	CONDUIT CONNECTOR for Size 4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E943N	\$225.42/C	TA-4	\$181.21 / C	SAME	\$8.99 / EA	400TA	2.31/E		
23	CONDUIT: Size 3" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	• \$68.20/C	PVC-3	\$75.62 / C	SAME	\$90.30 / C	300	.83/FT		
24	CONDUIT COUPLING for Size 3" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940L	\$108.42/C	COUP-3	\$85.83 / C	SAME	\$4.26 / EA	300CP	1.09/E		
25	CONDUIT CONNECTOR for Size 3" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E943L	\$125.90/C	TA-3	\$105.57 / C	SAME	\$5.24 / EA	300TA	1.35/E		
26	CONDUIT: Size 2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	\$33.16/C	PVC-2	\$38.09 / C	SAME	\$43.28 / C	200	• 0.43		
27	CONDUIT COUPLING for Size 2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940J	\$37.10/C	COUP-2	\$29.46 / C	SAME	\$1.46 / EA	200CP	• .38/E		
28	CONDUIT CONNECTOR for Size 2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E943J	\$51.92/C	TA-2	\$42.38 / C	SAME	\$2.10 / EA	200TA	.54/E		
29	CONDUIT: Size 1 1/2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	• \$27.35/C	PVC 1-1/2	\$30.90 / C	SAME	\$34.55 / C	PVC 112	.34/FT		
30	CONDUIT COUPLING for Size 1 1/2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940H	\$28.56/C	COUP- 1-1/2	\$22.63 / C	SAME	\$1.12 / EA	112CP	.29/E		
31	CONDUIT CONNECTOR for Size 1 1/2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E943H	\$35.32/C	TA-1-1/2	\$29.49 / C	SAME	\$1.46 / EA	112TA	.38/E		
32	CONDUIT: Size 1 1/4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	\$22.39/C	PVC-1-1/4	\$25.91 / C	SAME	\$27.70 / C	PVC 114	.29/FT		
33	CONDUIT COUPLING for Size 1 1/4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940G	\$19.91/C	COUP-1-1/4	\$16.22 / C	SAME	\$0.80 / EA	114CP	.21/E		
34	CONDUIT CONNECTOR for Size 1 1/4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E943G	\$31.37/C	TA-1-1/14	\$24.45 / C	SAME	\$1.21 / EA	114TA	.31/E		
35	CONDUIT: Size 1" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	• \$16.41/C	PVC-1	\$19.44 / C	SAME	\$20.12 / C	PVC 100	.20/FT		
36	CONDUIT COUPLING for Size 1" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940F	\$15.33/C	COUP-1	\$12.17 / C	SAME	\$0.60 / EA	100CP	.16/E		
37	CONDUIT CONNECTOR for Size 1" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E943F	\$23.61/C	TA-1	\$19.01 / C	SAME	\$0.94 / EA	100TA	.24/E		
38	CONDUIT: Size 3/4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	• \$11.50/C	PVC-3/4	\$12.47 / C	SAME	\$14.50 / C	PVC 034	.15/E		
39	CONDUIT COUPLING for Size 3/4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940E	\$10.11/C	COUP-3/4	\$7.90 / C	SAME	\$0.39 / EA	034CP	.10/E		
40	CONDUIT CONNECTOR for Size 3/4" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E943E	\$17.60/C	TA-3/4	\$15.07 / C	SAME	\$0.75 / EA	034TA	.19/E		
41	CONDUIT: Size 1/2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	SAME	• \$8.97/C	PVC-1/2	\$9.78 / C	SAME	\$11.20 / C	PVC 012	.12/FT		
42	CONDUIT COUPLING for Size 1/2" PVC Schedule 40 Rigid	Mfr: Brand/Part #	CARLON E940D	\$7.56/C	COUP-1/2	\$6.40 / C	SAME	\$0.32 / EA	012CP	.08/E		

ITEM #	DESCRIPTION	WESCO	GRAYBAR		TRI-STATE		BECKER ELECTRONICS		TEMCO	
			ITEM #	PRICE	ITEM #	PRICE	ITEM #	PRICE	ITEM #	PRICE
43	CONDUIT CONNECTOR for Size 1/2" PVC Schedule 40 Rigid	Mfr: CARLON E943D Brand/Part #	TA-1/2	\$10.65/C	• \$8.51 / C	SAME	\$0.42 / EA	012TA	.11/E	
44	CONDUIT: Size 2" Rigid Steel	Mfr: SAME Brand/Part #	2-GALV	\$281.35/C	\$291.96 / C	SAME	\$340.50 / C	GALV 200G	2.90/FT	
45	CONDUIT COUPLING for Size 2" Rigid Steel	Mfr: SAME Brand/Part #	2-GALV-COUP	\$223.63/C	\$213.80 / C	SAME	\$15.14 / EA	200GCP	2.93/E	
46	CONDUIT CONNECTOR for Size 2" Rigid Steel	Mfr: T&B HC106 Brand/Part #	HC-106	\$1991.58/C	\$1852.37 / C	SAME	\$49.49 / EA	RACO 3008	32.96/E	
47	CONDUIT: Size 1 1/2" Rigid Steel	Mfr: SAME Brand/Part #	1-1/2-GALV	\$221.61/C	\$229.88 / C	SAME	\$268.56 / C	GALV 112G	2.29/FT	
48	CONDUIT COUPLING for Size 1 1/2" Rigid Steel	Mfr: SAME Brand/Part #	1-1/2-GALV-COUP	\$169.16/C	\$161.76 / C	SAME	\$11.46 / EA	1112GCP	2.21/E	
49	CONDUIT CONNECTOR for Size 1 1/2" Rigid Steel	Mfr: T&B HC105 Brand/Part #	HC-105	\$1096.03/C	\$931.32 / C	SAME	\$35.85 / EA	RACO 3006	23.88/E	
50	CONDUIT: Size 1 1/4" Rigid Steel	Mfr: SAME Brand/Part #	1-1/4-GALV	\$189.63/C	\$196.27 / C	SAME	\$229.58 / C	GALV 114G	1.96/FT	
51	CONDUIT COUPLING for Size 1 1/4" Rigid Steel	Mfr: SAME Brand/Part #	1-1/4-GALV-COUP	\$134.03/C	\$128.09 / C	SAME	\$9.07 / EA	114GCP	1.76/E	
52	CONDUIT CONNECTOR for Size 1 1/4" Rigid Steel	Mfr: T&B HC104 Brand/Part #	HC-104	\$851.77/C	\$792.23 / C	SAME	\$19.75 / EA	RACO 3005	13.15/E	
53	CONDUIT: Size 1" Rigid Steel	Mfr: SAME Brand/Part #	1-GALV	\$135.67/C	\$141.02 / C	SAME	\$164.68 / C	GALV 100G	1.46/FT	
54	CONDUIT COUPLING for Size 1" Rigid Steel	Mfr: SAME Brand/Part #	1-GALV-COUP	\$107.12/C	\$102.46 / C	SAME	\$7.26 / EA	100GCP	1.40/E	
55	CONDUIT CONNECTOR for Size 1" Rigid Steel	Mfr: T&B HC103 Brand/Part #	HC-103	\$465.45/C	\$432.92 / C	SAME	\$10.16 / EA	RACO 3004	7.43/E	
56	CONDUIT: Size 3/4" Rigid Steel	Mfr: SAME Brand/Part #	3/4-GALV	\$94.43/C	\$96.99 / C	SAME	\$114.42 / C	GALV 034G	.91/FT	
57	CONDUIT COUPLING for Size 3/4" Rigid Steel	Mfr: SAME Brand/Part #	3/4-GALV-COUP	\$72.37/C	\$69.17 / C	SAME	\$4.90 / EA	034GCP	.95/E	
58	CONDUIT CONNECTOR for Size 3/4" Rigid Steel	Mfr: T&B HC102 Brand/Part #	HC-102	\$261.78/C	\$243.48 / C	SAME	\$6.94 / EA	RACO 3003	5.08/E	
59	CONDUIT: Size 1/2" Rigid Steel	Mfr: SAME Brand/Part #	1/2-GALV	\$85.95/C	\$88.85 / C	SAME	\$104.18 / C	GALV 012G	.78/FT	
60	CONDUIT COUPLING for Size 1/2" Rigid Steel	Mfr: SAME Brand/Part #	1/2-GALV-COUP	\$58.92/C	\$56.36 / C	SAME	\$3.99 / EA	012GCP	.77/E	
61	CONDUIT CONNECTOR for Size 1/2" Rigid Steel	Mfr: T&B HC101 Brand/Part #	HC-101	\$210.76/C	\$179.08 / C	SAME	\$5.45 / EA	RACO 3002	3.99/E	
62	CONDUIT: Size 2" Intermediate Steel	Mfr: SAME Brand/Part #	2-IMC	\$186.93/C	\$193.85 / C	SAME	\$225.74 / C	200-I	2.09/FT	

DESCRIPTION		Wesco	Graybar	Tri-State		Becker Electronics	TEMCO					
63	CONDUIT COUPLING for Size 2" Intermediate Steel	Mfr: Brand/Part #	SAME	\$223.63/C	2-GALV-COUP	\$213.80 / C	SAME	\$15.14 / EA	RACO 3028	45.83		
64	CONDUIT CONNECTOR for Size 2" Intermediate Steel	Mfr: Brand/Part #	T&B HC106	\$1991.58/C	HC-106	\$1852.37 / C	SAME	\$49.49 / EA	RACO 3008	32.96/E		
65	CONDUIT: Size 1 1/2" Intermediate Steel	Mfr: Brand/Part #	SAME	\$143.38/C	1-1/2-IMC	\$148.40 / C	SAME	\$172.95 / C	IMC 112-I	1.63/FT		
66	CONDUIT COUPLING for Size 1 1/2" Intermediate Steel	Mfr: Brand/Part #	SAME	\$169.16/C	1-1/2-GALV-COUP	\$151.76 / C	SAME	\$11.46 / EA	RACO 3026	20.34/E		
67	CONDUIT CONNECTOR for Size 1 1/2" Intermediate Steel	Mfr: Brand/Part #	T&B HC105	\$1096.03/C	HC-105	\$931.32 / C	SAME	\$35.85 / EA	RACO 3006	23.88/E		
68	CONDUIT: Size 1 1/4" Intermediate Steel	Mfr: Brand/Part #	SAME	\$114.85/C	1-1/4-IMC	\$118.86 / C	SAME	\$138.48 / C	IMC 114-I	1.35/FT		
69	CONDUIT COUPLING for Size 1 1/4" Intermediate Steel	Mfr: Brand/Part #	SAME	\$134.03/C	1-1/4-GALV-COUP	\$128.09 / C	SAME	\$9.07 / EA	RACO 3025	15.71/E		
70	CONDUIT CONNECTOR for Size 1 1/4" Intermediate Steel	Mfr: Brand/Part #	T&B HC104	\$851.77/C	HC-104	\$792.23 / C	SAME	\$19.75 / EA	RACO 3005	13.15/E		
71	CONDUIT: Size 1" Intermediate Steel	Mfr: Brand/Part #	SAME	\$89.42/C	1-IMC	\$92.90 / C	SAME	\$108.11 / C	IMC 100-I	1.06/FT		
72	CONDUIT COUPLING for Size 1" Intermediate Steel	Mfr: Brand/Part #	SAME	\$107.12/C	1-GALV-COUP	\$102.46 / C	SAME	\$7.26 / EA	RACO 3024	10.19/E		
73	CONDUIT CONNECTOR for Size 1" Intermediate Steel	Mfr: Brand/Part #	T&B HC103	\$465.45/C	HC-103	\$432.92 / C	SAME	\$10.16 / EA	RACO 3004	7.43/E		
74	CONDUIT: Size 3/4" Intermediate Steel	Mfr: Brand/Part #	SAME	\$59.16/C	3/4-IMC	\$61.91 / C	SAME	\$71.62 / C	IMC 034-I	.68/FT		
75	CONDUIT COUPLING for Size 3/4" Intermediate Steel	Mfr: Brand/Part #	SAME	\$72.37/C	3/4-GALV-COUP	\$69.17 / C	SAME	\$4.90 / EA	RACO 3023	6.65/E		
76	CONDUIT CONNECTOR for Size 3/4" Intermediate Steel	Mfr: Brand/Part #	T&B HC102	\$261.78/C	HC-102	\$243.48 / C	SAME	\$6.94 / EA	RACO 3003	5.08/E		
77	CONDUIT: Size 1/2" Intermediate Steel	Mfr: Brand/Part #	SAME	\$47.98/C	1/2-IMC	\$49.89 / C	SAME	\$57.99 / C	IMC 012-I	.59/FT		
78	CONDUIT COUPLING for Size 1/2" Intermediate Steel	Mfr: Brand/Part #	SAME	\$58.92/C	1/2-GALV-COUP	\$56.36 / C	SAME	\$3.99 / EA	RACO 3022	5.59/E		
79	CONDUIT CONNECTOR for Size 1/2" Intermediate Steel	Mfr: Brand/Part #	T&B HC101	\$210.76/C	HC-101	\$179.08 / C	SAME	\$5.45 / EA	RACO 3002	3.99/E		
80	% Discount on conduit parts not listed above	Mfr: Brand/Part #	CARLON	• 10%		\$		0%		\$		
81	% Discount on conduit parts not listed above	Mfr: Brand/Part #	T&B	• 10%		\$		0%		\$		
82	CONDUIT: Size 2" EMT	Mfr: Brand/Part #	SAME	\$104.26/C	2-EMT	\$104.22 / C	SAME	\$126.97 / C	EMT 200E	1.15/FT		
83	CONDUIT COUPLING for Size 2" EMT	Mfr: Brand/Part #	EGS 5200S	\$322.80/C	TK126A	\$129.08 / C	SAME	\$2.82 / EA	RACO 2028	1.83/E		

ITEM #	DESCRIPTION	WESCO	GRAYBAR		TRI-STATE		BECKER ELECTRONICS		TEMCO	
			ITEM #	PRICE	ITEM #	PRICE	ITEM #	PRICE	ITEM #	PRICE
84	CONDUIT CONNECTOR for Size 2" EMT	Mfr: EGS 4200S Brand/Part #	\$279.37/C	TC126A	• \$127.22 / C	SAME	\$2.05 / EA	RACO 2008	.49/E	
85	CONDUIT: Size 1 1/2" EMT	Mfr: SAME Brand/Part #	• \$85.18/C	1-1/2-EMT	• \$85.27 / C	SAME	\$103.88 / C	EMT 112E	.95/FT	
86	CONDUIT COUPLING for Size 1 1/2" EMT	Mfr: EGS 5150S Brand/Part #	\$242.68/C	TK125A	• \$99.64 / C	SAME	\$1.86 / EA	RACO 2026	1.21/E	
87	CONDUIT CONNECTOR for Size 1 1/2" EMT	Mfr: EGS 4150S Brand/Part #	\$207.46/C	TC125A	• \$87.67 / C	SAME	\$2.00 / EA	RACO 2006	1.14/E	
88	CONDUIT: Size 1 1/4" EMT	Mfr: SAME Brand/Part #	• \$69.18/C	1-1/4-EMT	• \$69.17 / C	SAME	\$84.28 / C	EMT 114E	.77/FT	
89	CONDUIT COUPLING for Size 1 1/4" EMT	Mfr: EGS 5125S Brand/Part #	\$145.61/C	TK124A	• \$65.01 / C	SAME	\$1.46 / EA	RACO 2025	.96/E	
90	CONDUIT CONNECTOR for Size 1 1/4" EMT	Mfr: EGS 4125S Brand/Part #	\$142.65/C	TC124A	• \$61.39 / C	SAME	\$1.50 / EA	RACO 2005	.97/E	
91	CONDUIT: Size 1" EMT	Mfr: SAME Brand/Part #	• \$45.58/C	1-EMT	• \$45.59 / C	SAME	\$55.54 / C	EMT 100E	.52/FT	
92	CONDUIT COUPLING for Size 1" EMT	Mfr: EGS 5100S Brand/Part #	\$72.95/C	TK123A	• \$29.11 / C	SAME	\$0.65 / EA	RACO 2024	.45/E	
93	CONDUIT CONNECTOR for Size 1" EMT	Mfr: EGS 4100S Brand/Part #	\$65.01/C	TC123A	• \$36.45 / C	SAME	\$0.70 / EA	RACO 2004	.45/E	
94	CONDUIT: Size 3/4" EMT	Mfr: SAME Brand/Part #	\$27.36/C	3/4-EMT	• \$27.34 / C	SAME	\$33.32 / C	EMT 034E	.28/FT	
95	CONDUIT COUPLING for Size 3/4" EMT	Mfr: EGS 5075S Brand/Part #	\$46.55/C	TK122A	• \$19.30 / C	SAME	\$0.46 / EA	RACO 2023	.30/E	
96	CONDUIT CONNECTOR for Size 3/4" EMT	Mfr: EGS 4075S Brand/Part #	\$37.85/C	TC122A	• \$18.76 / C	SAME	\$0.40 / EA	RACO 2003	.25/E	
97	CONDUIT: Size 1/2" EMT	Mfr: SAME Brand/Part #	\$14.36/C	1/2-EMT	• \$14.23 / C	SAME	\$17.51 / C	EMT 012E	.15/FT	
98	CONDUIT COUPLING for Size 1/2" EMT	Mfr: EGS 5050S Brand/Part #	\$30.86/C	TK121A	• \$12.80 / C	SAME	\$0.30 / EA	RACO 2022	.20/E	
99	CONDUIT CONNECTOR for Size 1/2" EMT	Mfr: EGS 4050S Brand/Part #	\$26.25/C	TC121A	• \$11.53 / C	SAME	\$0.25 / EA	RACO 2002	.16/E	
100	CONDUIT: Size 1/2" 1H STL EMT STRAP	Mfr: ARLINGTON 370 Brand/Part #	\$5.91/C	TS101	• \$5.26 / C	SAME	\$7.22 / C	MINRLAC MINE30	.07/E	
101	CONDUIT: Size 3/4" 1H STL EMT STRAP	Mfr: ARLINGTON 371 Brand/Part #	\$9.71/C	TS102	• \$8.11 / C	SAME	\$11.59 / C	MINRLAC MINE45	.12/E	
102	CONDUIT CONNECTOR Size 1/2" D/C SS EMT	Mfr: ARLINGTON 800 Brand/Part #	\$19.76/C	TC221SC	• \$24.42 / C	SAME	\$15.20 / C	232-DC2	.45/E	
103	CONDUIT COUPLING Size 1/2" D/C SS EMT	Mfr: ARLINGTON 810 Brand/Part #	\$21.73/C	TK221SC	• \$26.23 / C	SAME	\$16.67 / C	232-DC2	.45/E	
104	CONDUIT: Size 2" Liquid Tight Flexible	Mfr: SAME Brand/Part #	• \$280.70/C	EF-16-GRY-2-IN-100FT	• \$291.54 / C	SAME	\$1,019.00 / C	LT16-GRY	3.35/FT	
105	CONDUIT COUPLING for Size 2" Liquid Tight Flexible	Mfr: SAME Brand/Part #	• \$223.63/C	N/Q	• \$		N/Q	N/Q		
106	CONDUIT CONNECTOR for Size 2" Liquid Tight Flexible	Mfr: EGS 4Q200 Brand/Part #	\$18.42/E	TNB 5237	• \$1795.35 / C	SAME	\$6,587.00 / C	RACO 3408	17.08/E	

ITEM #	DESCRIPTION	Mfr: Brand/Part #	Wesco	Graybar		Tri-State		Becker Electronics		TEMCO	
				DUPLICATE	\$	SAME	\$1,019.00 / C	LT16-GRY	3.35/FT		
107	CONDUIT: Size 2" Liquid Tight Flexible	SAME	\$280.70/C	DUPLICATE	\$	SAME	\$1,019.00 / C	LT16-GRY	3.35/FT		
108	CONDUIT COUPLING for Size 2" Liquid Tight Flexible	SAME	\$223.63/C	DUPLICATE	\$		N/Q		NQ \$		
109	CONDUIT CONNECTOR for Size 2" Liquid Tight Flexible	EGS 4Q200	\$18.42/E	DUPLICATE	\$	SAME	\$6,587.00 / C	RACO 3408	17.08/E		
110	CONDUIT: Size 1 1/2" Liquid Tight Flexible	SAME	\$243.09/C	EF15-GRY-1-1/2-150FT	\$253.02 / C	SAME	\$780.00 / C	LT15-GRY	2.90/FT		
111	CONDUIT COUPLING for Size 1 1/2" Liquid Tight Flexible	SAME	\$169.16/C	N/Q	\$		N/Q		NQ		
112	CONDUIT CONNECTOR for Size 1 1/2" Liquid Tight Flexible	EGS 4Q150	\$10.07/E	TNB 5236	\$977.63 / C	SAME	\$3,779.00 / C	RACO 3406	9.29/E		
113	CONDUIT: Size 1 1/4" Liquid Tight Flexible	SAME	\$126.27/C	EF14-GRY-1-1/4-200FT	\$132.62 / C	SAME	\$574.00 / C	LT14-GRY	1.54/FT		
114	CONDUIT COUPLING for Size 1 1/4" Liquid Tight Flexible	SAME	\$134.03/C	N/Q	\$		N/Q		NQ		
115	CONDUIT CONNECTOR for Size 1 1/4" Liquid Tight Flexible	EGS 4Q125	\$707/E	TNB 5235	\$690.22 / C	SAME	\$2,860.00 / C	RACO 3405	6.92/E		
116	CONDUIT: Size 1" Liquid Tight Flexible	SAME	\$82.00/C	EF13-GRY-1IN-400FT	\$101.79 / C	SAME	\$413.00 / C	LT13-GRY	1.23/FT		
117	CONDUIT COUPLING for Size 1" Liquid Tight Flexible	SAME	\$107.12/C	N/Q	\$		N/Q		NQ		
118	CONDUIT CONNECTOR for Size 1" Liquid Tight Flexible	EGS 4Q100	\$4.07/E	TNB 5234-TB	\$361.80 / C	SAME	\$1,551.00 / C	RACO 3404	3.61/E		
119	CONDUIT: Size 3/4" Liquid Tight Flexible	SAME	\$68.36/C	EF12-GRY-3/4-500FT	\$67.90 / C	SAME	\$67.37 / C	LT12-GRY	.83/FT		
120	CONDUIT COUPLING for Size 3/4" Liquid Tight Flexible	SAME	\$72.37/C	N/Q	\$		N/Q		NQ		
121	CONDUIT CONNECTOR for Size 3/4" Liquid Tight Flexible	EGS 4Q75	\$2.73/E	TNB 5233	\$244.19 / C	SAME	\$907.00 / C	RACO 3403	2.37/E		
122	CONDUIT: Size 1/2" Liquid Tight Flexible	SAME	\$53.04/C	EF11-GRY-1/2-500FT	\$54.01 / C	SAME	\$52.25 / C	LT11-GRY	.68/FT		
123	CONDUIT COUPLING for Size 1/2" Liquid Tight Flexible	SAME	\$58.92/C	N/Q	\$		N/Q		NQ		
124	CONDUIT: Size 1/4" Liquid Tight Flexible	SAME	\$53.04/C	DUPLICATE	\$	SAME	\$52.25 / C	LT11-GRY	.68/FT		
125	CONDUIT COUPLING for Size 1/4" Liquid Tight Flexible	SAME	\$58.92/C	DUPLICATE	\$		N/Q		NQ		
126	CONDUIT CONNECTOR for Size 1/2" Liquid Tight Flexible	EGS 4Q50	\$1.99/E	TNB 5232	\$171.59 / C	SAME	\$620.00 / C	RACO 3402	1.65/E		
127	CONDUIT: Size 1 1/4" 90 Degree Galvanized Elbow	SAME	\$529.04/C	1-1/4-GALV-ELL	\$507.26 / C	SAME	\$847.80 / C	11490GALV	6.92/E		
128	CONDUIT COUPLING for Size 1 1/4" 90 Degree Galvanized Elbow	SAME	\$529.04/C	1-1/4-GALV-COUP	\$128.09 / C	SAME	\$690.30 / C	114GCP	1.75/E		
129	CONDUIT CONNECTOR for Size 1 1/4" 90 Degree Galvanized Elbow	T&B HC104	\$851.77/C	HC-104	\$792.23 / C	SAME	\$1,975.00 / C	114GCP	1.75/E		

DESCRIPTION		Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
130	CONDUIT: Size 1 1/4" FEM/FEM PULL ELL	Mfr: Brand/Part #	ARLINGTON HL5000	• \$289.07/C	HL-604	\$2952.87 / C	SAME	\$1,570.00 / C	84-DC	7.28/E	
131	CONDUIT CLAMP Size 1 1/2" Metal framing channel thin wall	Mfr: Brand/Part #	T&B 703-1-1/2-EG	• \$144.73/C	6H4B	\$58.36 / C	SAME	\$273.00 / C	B2212-ZN-1-1/2	.88/E	
132	CONDUIT CLAMP Size 1 1/2" Metal framing channel rigid wall	Mfr: Brand/Part #	T&B 702-1-1/2-EG	• \$144.78/C	6H4B	\$58.36 / C	SAME	\$273.00 / C	B2212-ZN-1-1/2	.88/E	
133	CONDUIT CLAMP Size 1 1/2" Metal framing channel	Mfr: Brand/Part #	T&B 703-1-1/2-EG	• \$144.73/C	703 1-1/2	\$120.29 / C	SAME	\$273.00 / C		NQ	
134	CONDUIT CLAMP Size 1 1/4" Metal framing channel thin wall	Mfr: Brand/Part #	T&B 703-1-1/4-EG	• \$123.69/C	6H2-1/2B	\$49.12 / C	SAME	\$222.00 / C	B2211-ZN-1-1/4	.71/E	
135	CONDUIT CLAMP Size 1 1/4" Metal framing channel rigid wall	Mfr: Brand/Part #	T&B 702-1-1/4-EG	• \$123.67/C	6H3B	\$42.94 / C	SAME	\$222.00 / C	B2211-ZN-1-1/4	.71/E	
136	CONDUIT CLAMP Size 1 1/4" Metal framing channel	Mfr: Brand/Part #	T&B 703-1-1/4-EG	• \$123.69/C	703 1-1/4	\$97.67 / C	SAME	\$222.00 / C		NQ	
137	CONDUIT CLAMP Size 1 Metal framing channel thin wall	Mfr: Brand/Part #	T&B 703-1-EG	• \$100.40/C	6H2B	\$38.67 / C	SAME	\$198.00 / C	B2210-ZN-1	.63/E	
138	CONDUIT CLAMP Size 1 Metal framing channel rigid wall	Mfr: Brand/Part #	T&B 702-1-EG	• \$100.40/C	6H2B	\$38.67 / C	SAME	\$198.00 / C	B2210-ZN-1	.63/E	
139	CONDUIT CLAMP Size 1 Metal framing channel	Mfr: Brand/Part #	T&B 703-1-EG	• \$100.40/C	703-1	\$81.69 / C	SAME	\$198.00 / C		NQ	
140	CONDUIT COUPLING Size 1-1/4" 3PC	Mfr: Brand/Part #	T&B EK404	• \$996.80/C	EK-404	\$927.12 / C	SAME	\$2,139.00 / C	RACO 1505	22.08/E	
141	CONDUIT STRAP Size 1-1/4" 1H	Mfr: Brand/Part #	T&B TS104	• \$26.28/C	HS-104	\$27.26 / C	SAME	\$83.00 / C	MED65	.31/E	
142	CONDUIT HANGER; 1/2" Conduit Hanger with Bolt	Mfr: Brand/Part #	ARLINGTON 2000	• \$22.94/C	6H0B	\$27.31 / C	SAME	\$78.58 / C	0EB	.23/E	
143	CONDUIT HANGER; 3/4" Conduit Hanger with Bolt	Mfr: Brand/Part #	ARLINGTON 2010	• \$25.80/C	6H1B	\$29.23 / C	SAME	\$96.00 / C	1EB	.26/E	
144	CLAMP: Beam Clamp 3/8-16 Tapped	Mfr: Brand/Part #	APPLETON BH502	• \$337.06/C	TNB 502	\$234.23 / C	SAME	\$610.00 / C	CRS-H 533	2.23/E	
145	FITTING: PVC EXP200X6 Expansion Fitting	Mfr: Brand/Part #	CARLON E945J	• \$1387.53/C	EXPCOUP-2-6IN-MAX	\$1762.91 / C	SAME	\$5,232.00 / C	200EJ	15.81/E	
146	PIPE: 1 1/4" PVC 90 Degree Elbow	Mfr: Brand/Part #	CARLON UA9AG	• \$78.19/C	ELL-90-1-1/4	\$71.38 / C	SAME	\$295.00 / C	11490PVC	.77/E	
147	% Discount on conduit parts not listed above	Mfr:	EGS AND T&B	• 10%		—%		0%		—%	
148	% Discount on conduit parts not listed above	Mfr:	ARLINGTON	• 10%		—%		0%		—%	

DESCRIPTION		Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
	<b>FUSES</b>										
149	FUSES: 10-A BUSS KTK-R miniature 600V	Mfr: BUSSMANN KTK-R Brand/Part # 10	\$8.95/E	KTK-R-10	• \$6.77 / E	SAME	\$14.89 / EA	KTK-R-10	10.25/E \$		
150	FUSES: 20-A BUSS KTK-R miniature 600V	Mfr: BUSSMANN KTK-R Brand/Part # 20	\$8.95/E	KTK-R-20	• \$6.77 / E	SAME	\$14.89 / EA	KTK-R-20	10.25/E		
151	FUSES: 30-A BUSS KTK-R miniature 600V	Mfr: BUSSMANN KTK-R Brand/Part # 30	\$8.95/E	KRK-R-30	• \$6.77 / E	SAME	\$14.89 / EA	KTK-R-30	10.25/E		
152	FUSES: F520-1A Fuse	Mfr: BUSSMANN FRN-R-1	\$5.33/E	GMA-1A	• \$50.30 / C		N/Q		NQ		
153	FUSES: BUSS FNQ-R1 600V Midget TD Fuse	Mfr: BUSSMANN FNQ-R-1	\$10.95/E	FNQ-R-1	• \$8.11 / E	SAME	\$16.45 / EA	FNQ-R-1	12.28/E		
154	FUSES: BUSS FNQ-R3 600V Midget TD Fuse	Mfr: BUSSMANN FNQ-R-3	\$10.95/E	FNQ-R-3	• \$8.11 / E	SAME	\$16.45 / EA	FNQ-R-3	12.40/E		
155	FUSES: BUSS KTK-R3 600V Midget Fuse	Mfr: BUSSMANN KTK-R3	\$8.95/E	KTK-R-3	• \$6.77 / E	SAME	\$14.89 / EA	KTK-R-30	10.25/E		
156	FUSES: BUSS GMQ3 300V Small Dim Fuse	Mfr: BUSSMANN GMQ-3	\$4.24/E	GMQ-3	• \$2.41 / E		N/Q	GMQ-3	4.97/E		
157	FUSES: BUSS LPS-RK100SP 600V RK1 TD Fuse	Mfr: BUSSMANN LPSRK100SP	\$44.32/E	LPS-RK-100SP	• \$33.23 / E	SAME	\$71.39 / EA	LPS-RK-100SP	49.05/E		
158	FUSES: A2D400R 250V RK1 TD Fuse	Mfr: BUSSMANN LPNRK400SP	\$91.48/E	LPN-RK-400SP	• \$68.87 / E	SAME	\$143.59 / EA	LPS-RK-400SP	101.64/E		
159	FUSES: TR100R 100A 250V RK5 TD Fuse	Mfr: BUSSMANN FRNR100	\$15.45/E	FRN-R-100	\$11.52 / E	SAME	• \$7.00 / EA	FRN-R-100	17.43/E		
160	FUSES: TR15R 15A 250V RK5 TD Fuse	Mfr: BUSSMANN FRNR15	\$3.77/E	FRN-R-15	• \$2.09 / E	SAME	\$4.58 / EA	FRN-R-15	4.24/E		
161	FUSES: TR2R 2A 250V RK5 TD Fuse	Mfr: BUSSMANN FRNR2	\$5.13/E	FRN-R-2	• \$3.82 / E	SAME	\$4.58 / EA	FRN-R-2	5.79/E		
162	FUSES: TR35R 35A 250V RK5 TD Fuse	Mfr: BUSSMANN FRNR35	\$6.21/E	FRN-R-35	• \$5.11 / E	SAME	\$8.33 / EA	FRN-R-35	7.75/E		
163	FUSES: TR400R 400A 250V RK5 TD Fuse	Mfr: BUSSMANN FRNR400	\$61.25/E	FRN-R-400	• \$45.63 / E	SAME	\$73.21 / EA	FRN-R-400	69.10/E		
164	FUSES: TRS100R 100A 600V RK5 TD Fuse	Mfr: BUSSMANN FRSR100	\$30.01/E	FRS-R-100	• \$22.01 / E	SAME	\$36.53 / EA	FRS-R-100	33.35/E		
165	FUSES: TRS15R 15A 600-V RK5 TD Fuse	Mfr: BUSSMANN FRSR15	\$7.82/E	FRS-R-15	• \$6.22 / E	SAME	\$10.19 / EA	FRS-R-15	9.42/E		
166	FUSES: LPS-RK600SP 600V	Mfr: BUSSMANN LPSRK600SP	\$256.25/E	LPS-RK-600SP	• \$192.92 / E	SAME	\$200.00 / EA	LPS-RK-600SP	284.71/E		
167	FUSES: FRS-R30 600V RK TD	Mfr: BUSSMANN FRSR30	\$7.82/E	FRS-R-30	• \$6.22 / E	SAME	\$10.28 / EA	FRS-R-30	9.41/E		
168	FUSES: GEC #TSC63	Mfr: TSC63	\$140.00/E	GMA-63MA	• \$82.35 / C		N/Q		NQ		
169	FUSES: AZ-70C800-45	Mfr: BUSSMANN FRNR45	• \$6.87/E	N/Q	\$		N/Q		NQ		
170	% Discount on fuses not listed above	Mfr: BUSSMANN	• 10%		• %		0%		%		
171	% Discount on fuses not listed above	Mfr:	%		• %		0%		%		

	DESCRIPTION	Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
172	BALLAST: 71A8572001 1-1000W QUAD MH (Mfr: Advance or acceptable equal)	Mfr: Brand/Part #	ADVANCE 71A8572001	\$130.00/E	GEM1000ML5AA5-5	\$93.06 / E	SAME	\$160.63 / EA	71A85520011	129.43/E	
173	BALLAST: ICF2S264QLD 2-26W120/277V (Mfr: Advance or acceptable equal)	Mfr: Brand/Part #	ADVANCE ICF2S26H1LDK	\$25.58/E	GEC226-MVPS-SE	\$24.41 / E		N/Q	IFC2S26H1LDK	27.46/E	
174	BALLAST: R2S110TPI 2-96T12HO MKIII (Mfr: Advance or acceptable equal)	Mfr: Brand/Part #	ADVANCE R2S11035I	\$38.47/E	GE-286-HO-MV-N T8 BALLAST	\$37.71 / E	SAME	\$51.52 / EA	REL2S11035I	39.44/E	
175	BALLAST: R2S40TP 2-40T12RS MKIII (Mfr: Advance or acceptable equal)	Mfr: Brand/Part #	ADVANCE R2S40TP	\$10.50/E	DISCONTINUED FROM FACTORY	\$	SAME	\$17.07 / EA	ICN2S40N35I	15.71/E	
176	BALLAST: REL2P32SC S-32T81S 120V (Mfr: Advance or acceptable equal)	Mfr: Brand/Part #	ADVANCE REL2P32SC	\$9.95/E	GE232MAX-N/ULTRA	\$10.88 / E	SAME	\$17.08 / EA	ICN2P32N35I	15.00/E	
177	LIGHTNING ARRESTOR: 1 ph. Delta LA-602 480V	Mfr: Brand/Part #	DELTA LA602	\$19.95/E	LA-602	\$23.38 / E		N/Q	DELTA LA602	21.33/E	
178	LIGHTNING ARRESTOR: 3 ph. Delta LA-603 480V	Mfr: Brand/Part #	DELTA LA603	\$36.25/E	LA-603	\$37.86 / E	SAME	\$45.33 / EA	LA603	42.67/E	
179	PHOTO CONTROL: 1800VA Turn-Lock Mounting Instant Response Photoelectric Controls	Mfr: Brand/Part #	TORK 2005A	\$9.66/E	LC4523	\$6.65 / E	SAME	\$14.55 / EA	LC4521C	6.15/E	
180	CONNECTOR: 15-A Woodhead 1547 NEMA 5 120V	Mfr: Brand/Part #	WOODHEAD 1547	\$13.95/E	MOLEX 1547	\$13.84 / E		N/Q	WOOD 1547	15.62/E	
181	CONNECTOR: 15-A Woodhead 1447 NEMA 5 120V	Mfr: Brand/Part #	WOODHEAD 1447	\$7.95/E	MOLEX 1447	\$7.83 / E		N/Q	WOOD 1447	8.84/E	
182	CONNECTOR: Size 1/2" L/T Flex	Mfr: Brand/Part #	EGS 4Q50	\$1.99/E	TNB 5232	\$171.59 / E	SAME	\$620.00 / C	RACO 3402	1.65/E	
183	CONNECTOR: Size 1/4" L/T Flex	Mfr: Brand/Part #	EGS 4Q50	\$1.99/E	TNB 5233	\$244.19 / E		N/Q	RACO 3403	2.37/E	
184	CONNECTOR: Size 1/2" 90D L/T	Mfr: Brand/Part #	EGS 4Q950	\$2.95/E	TNB 5252	\$293.43 / E	SAME	\$1,012.00 / C	RACO 3422	2.48/E	
185	CONNECTOR: Size 3/4" 90D L/T	Mfr: Brand/Part #	EGS 4Q975	\$4.64/E	TNB 5253	\$446.16 / E	SAME	\$1,497.00 / C	RACO 3423	4.23/E	
186	CONNECTOR: Size 3/8" D/C 2SCR Box	Mfr: Brand/Part #	EGS C500	\$17.59/C	XC-280	\$24.64 / C	SAME	\$108.00 / C	566-DC2	.30/E	
187	CONNECTOR: Size 74B Yellow Wire	Mfr: Brand/Part #	3M H-33BOX	\$5.65/C	80-074	\$58.34 / M	SAME	\$60.00 / M	30-274	.06/E	
188	LIGHT: UMB-6 Emergency Light	Mfr: Brand/Part #	COOPER CC2	\$32.99/E	UMB-6	\$314.33 / E	SAME	\$26.36 / EA	LITH ELM2	34.33/E	
189	BATTERY for UMB-6 Emergency Light	Mfr: Brand/Part #	POWERSONIC PS640F	\$7.25/E	PS6100-F1	\$12.07 / E	SAME	\$20.00 / EA	PS-640	7.67/E	
190	LIGHT: LED Combination Exit/Emergency Lighting Unit – Lettering – Red, Finish – White, Face – Stencil, Single/Double	Mfr: Brand/Part #	COOPER LPX70RWH	\$38.05/E	LPX70RWH	\$38.45 / E	SAME	\$70.00 / EA	LHQM-SW3R-M4	78.33/E	
191	BATTERY for LED Combination Exit/Emergency Lighting Unit	Mfr: Brand/Part #	POWERSONIC PS6100	\$15.95/E	PS640F	\$6.74 / E	SAME	\$40.00 / EA	PS-6120	22.00/E	
192	LIGHT: LED Combination Exit/Emergency Lighting Unit with two emergency lighting heads Lettering – Red, Finish – White, Face – Stencil, Single/Double	Mfr: Brand/Part #	COOPER LPXH70RWHDH	\$82.76/E	LPX70RWHDH	\$75.44 / E			LHQM-SW3R-M4	78.33/E	
193	BATTERY for LED Combination Exit/Emergency Lighting Unit with two emergency lighting heads	Mfr: Brand/Part #	POWERSONIC PS1270F1	\$20.30/E	PS6100-F1	\$12.07 / E	SAME	\$40.00 / EA	PS-6120	22.00/E	

DESCRIPTION			Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
194	LIGHT: GMM-H2L LED 120V Exit Light or equal	Mfr: Brand/Part #	COOPER LPX60RWH	\$34.75/E	N/Q	\$	SAME	\$28.18 / EA	LQMSW3R	42.00/E		
195	BATTERY for LED 120V Exit Light or equal	Mfr: Brand/Part #	POWERSONIC PS640F	• \$7.25/E	N/Q	\$	SAME	\$18.00 / EA	PS-640	7.67/E		
196	LIGHT: 6V Lamp Commercial Grade with battery back-up	Mfr: Brand/Part #	COOPER CC2	\$32.99/E	908-6	• \$1.16 / E	SAME	\$26.36 / EA	ELM2	34.22/E	\$	
197	FIXTURE: PVL 100W HPS Wall mounted area light with Polycarbonate Refractor	Mfr: Brand/Part #	COOPER PP15	\$168.43/E	PVL3-100S-128-BZ (NEW PART#)	\$178.83 / E	SAME	\$200.00 / EA	WPTGHH100QT	155.93/E		
198	LAMP: K135a21/TS/EW Lamp	Mfr: Brand/Part #	PHILIPS K135A21/TS/EW	\$2.95/E	116A21/TS130 (116WATT, GE	• \$1.21 / E		N/Q	K135A21/TS/EW	3.75/E		
199	LAMP: 120PSB Miniature Lamp	Mfr: Brand/Part #	EIKO 120PSB	\$64/E	TEL/120PSB-UNIT-120	\$2.12 / E		N/Q	120PSB	• .56/E		
200	TIMER: ALB700HT12AZ24 Timer	Mfr: Brand/Part #	TIMEMARK 360	\$69.95/E	9050JCK11V14	• \$49.70 / E		N/Q		NQ		
201	% Discount on like parts or products not listed above	Mfr:	ADVANCE, EGS, LITHONIA	%		%		0%		%		
202	% Discount on like parts or products not listed above	Mfr:		%		%		0%		%		
CIRCUIT BREAKERS / SWITCHES / PLATES												
203	CIRCUIT BREAKER: GE TH361R Circuit breaker or equal	Mfr: Brand/Part #	EATON DH361FRK	• \$229.00/E	H361RB	\$232.86 / E		N/Q		NQ		
204	CIRCUIT BREAKER: ITE ED43B030 30A Circuit breaker or equal	Mfr: Brand/Part #	ITE ED43B030	• \$450.00/E	N/Q	\$	SAME	\$625.00 / EA	ED43B030	487.12/E		
205	CIRCUIT BOARD: GE 35-216700-22 Circuit Board or equal	Mfr: Brand/Part #	GE 35-216700-22	• \$110.00/E	N/Q	\$		N/Q		NQ		
206	TRANSDUCER: ASCTE10A32 Pressure Transducer	Mfr: Brand/Part #	ASCTE10A32	• \$275.00/E	N/Q	\$		N/Q		NQ		
207	SWITCH: GE CR115E723101 Geared limit switch	Mfr: Brand/Part #	GE CR115E723101	• \$1509.00/E	9007CR61B2	\$213.95 / E		N/Q		NQ		
208	SWITCH: GE CR104PSM34B Selector switch	Mfr: Brand/Part #	GE CR104PSM34B	\$37.25/E	9001KS43B	• \$26.52 / E		N/Q		NQ		
209	PLATES: 1G SS Switch plate	Mfr: Brand/Part #	LEVITON 84001	\$99.00/C	SS1	• \$.92 / E	SAME	\$2.00 / EA	SS1	1.20/E		
210	PLATES: 1G SS Duplex Receptacle plate	Mfr: Brand/Part #	LEVITON 84003	\$99.00/C	SS8	• \$.92 / E	SAME	\$2.00 / EA	SS8	1.20/E		
211	PLATES: 1G SS Blank plate	Mfr: Brand/Part #	LEVITON 84014	• \$99.00/C	SS13	\$1.58 / E	SAME	\$2.00 / EA	SS13	1.20/E		
212	PLATES: 1G SS Plate for RCPT2.109	Mfr: Brand/Part #	LEVITON 84028	\$282.68/C	SS723	• \$1.71 / E		N/Q	SS723	3.37/E		
213	PLATES: 1G SS Metal wall plate	Mfr: Brand/Part #	LEVITON 84014	• \$99.00/C	SS14	\$1.64 / E	SAME	\$2.00 / EA	SS1	1.20/E		
214	PLATES: 2G WP 5H 1/2" AL Box	Mfr: Brand/Part #	T&B 2IH5-1	\$695.00/C	2IH5-1	\$724.40 / C	SAME	\$14.37 / EA	5337-0	7.33/E		

ITEM #	DESCRIPTION	WESCO	GRAYBAR		TRI-STATE		BECKER ELECTRONICS		TEMCO	
			ITEM #	PRICE	ITEM #	PRICE	ITEM #	PRICE	ITEM #	PRICE
215	PLATES: 2G Aluminum Blank Cover	Mfr: T&B 2CCB Brand/Part #	2CCB	\$117.00/C	2CCB	\$126.93 / C	SAME	\$5.70 / EA	5175-0	1.49/E
216	PLATES: 1G Aluminum Blank Cover	Mfr: T&B CCB Brand/Part #	CCB	\$60.00/C	CCB	\$60.63 / C	SAME	\$1.89 / EA	5173-0	.65/E
217	PLATES: 4SQ Flat Blank Cover	Mfr: T&B 52C1 Brand/Part #	52C1	\$32.74/C	52C1	\$25.19 / C	SAME	\$2.00 / EA	RACO 752	.28/E
218	% Discount on like parts or products not listed above	Mfr: EATON, LEVITON, T&B		10%		%		0%		%
219	% Discount on like parts or products not listed above	Mfr: COOPER		10%		%		0%		%
RELAYS / RECEPTACLES / BOXES										
220	RELAY: 3P Contactor	Mfr: EATON D3PR3A Brand/Part #	8501KP13V20	\$16.29/E	8501KP13V20	\$30.11 / E		N/Q	8501KU13V20	17.49/E
221	RELAY: Relay Base	Mfr: EATON D3PA5 Brand/Part #	8501NR51	\$5.56/E	8501NR51	\$7.83 / E		N/Q	8501NR51	8.75/E
222	RELAY: 1 Meter AL DIN RAIL	Mfr: EATON XBANS3575P Brand/Part #	9080GH112	\$5.37/E	9080GH112	\$1.63 / E		N/Q	AM1DP200	5.44/E
223	RELAY: DPDT 120V	Mfr: EATON D2PR2A Brand/Part #	8501KP12V20	\$8.15/E	8501KP12V20	\$24.82 / E		N/Q	8501KU12V20	16.11/E
224	RELAY: DPDT 24V	Mfr: EATON D2PR2T Brand/Part #	8501KP12V14	\$8.41/E	8501KP12V14	\$24.82 / E		N/Q	8501KU12V14	16.11/E
225	RELAY: 24VAC 3PDT RELAY W/TB	Mfr: EATON D3PR3T Brand/Part #	8501KP13V14	\$16.95/E	8501KP13V14	\$30.11 / E		N/Q	8501KU13V20	17.49/E
226	RELAY: GE 55-513696G022	Mfr: GE 55-513696G022 Brand/Part #	6501NR51	\$7000.00/E	6501NR51	\$7.83 / E		N/Q		NQ
227	RELAY: IDE RY2S-UAC120V	Mfr: IDEC RY2S-UAC120V Brand/Part #	RXM2AB1F7	\$10.95/E	RXM2AB1F7	\$3.15 / E		N/Q		NQ
228	RELAY: 24F2942	Mfr: 24F2942 Brand/Part #	N/Q	\$179.00/E	N/Q	\$		N/Q		NQ
229	RELAY: 24F2893	Mfr: 24F2893 Brand/Part #	N/Q	\$35.00/E	N/Q	\$		N/Q		NQ
230	VALVE: 8320G194 Asco valve	Mfr: ASCO 8320G194 Brand/Part #	N/Q	\$159.00/E	N/Q	\$		N/Q		NQ
231	RECEPTACLE: Back and Side Wired, 20 AMP/125V Duplex NEMA5 20R Color – Various	Mfr: COOPER CR20-V Brand/Part #	5352AI	\$1.12/E	5352AI	\$2.08 / E	SAME	\$2.50 / EA	P&S 5363	3.07/E
232	RECEPTACLE: Single Flush NEMA5 30R Color – Various	Mfr: COOPER 1233-BOX Brand/Part #	HBL9308	\$5.03/E	HBL9308	\$10.07 / E	SAME	\$18.00 / EA	P&S 3802	12.75/E
233	RECEPTACLE: Duplex GFCI Residential Grade 20A/125V NEMA5 20R	Mfr: COOPER VGF20V Brand/Part #	GF20ILA	\$9.76/E	GF20ILA	\$9.74 / E	SAME	\$15.00 / EA	P&S 2095-I	11.73/E
234	RECEPTACLE: Commercial grade 15 amp 125V side wired	Mfr: COOPER CR15-V Brand/Part #	CR15I	\$1.01/E	CR15I	\$0.98 / E	SAME	\$2.50 / EA	CR15	1.31/E
235	RECEPTACLE: Industrial Grade 30 amp 125V 2-pole 3-wire	Mfr: COOPER 1233-BOX Brand/Part #	HBL9430A	\$5.03/E	HBL9430A	\$27.02 / E	SAME	\$20.00 / EA	P&S 3802	12.75/E
236	BOX: 1/2 – 3/4e 4SQ Box	Mfr: T&B 52151-1/2&3/4 Brand/Part #	52151-1/2-3/4	\$72.92/C	52151-1/2-3/4	\$61.00 / C	SAME	\$94.00 / C	RACO 192	.69/E
237	BOX: NEMA3R Screw Cover Box	Mfr: WIEGMANN RSC040404 Brand/Part #	A6R64	\$11.95/E	A6R64	\$12.77 / E		N/Q	HOFFMAN A4R44	9.57/E

DESCRIPTION		Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
238	BOX: NEMA1 SC Box NO KO	Mfr: WIEGMANN Brand/Part # SC040404	\$6.05/E	ASE6X6X4NK	\$7.48 / E		N/Q	ASE4X4X4NK	• 5.28/E		
239	BOX: 3/4" 1-7/8"D Handy Box Extension	Mfr: T&B 59361-3/4 Brand/Part #	\$246.66/C	59361-1/2	\$133.00 / C	SAME	\$273.34 / C	RACO 653	2.36/E \$		
240	BOX: 1/2" & 3/4" 4SQ 1-1/2D Extension	Mfr: T&B 53151-1/2&3/4 Brand/Part #	\$140.21/C	53151-1/2-3/4	\$125.54 / C	SAME	\$136.67 / C	RACO 203	• 1.17/E		
241	BOX: 1/2" & 3/4" 4SQ 1-1/8D Extension	Mfr: T&B 53151-1/2&3/4 Brand/Part #	\$140.21/C	53151-3/4	\$184.31 / C	SAME	\$136.67 / C	RACO 204	• 8.14/E		
242	BOX: 1/2" 1-7/8"D Handy Box Extension	Mfr: T&B 59361-1/2 Brand/Part #	\$172.74/C	59371-1/2	\$133.00 / C	SAME	\$273.34 / C	RACO 203	• 1.17/E		
243	55F1521 Panel Meter	Mfr: 55F1521 Brand/Part #	• \$99.00/E	55F1521	\$		N/Q		NQ		
244	HOFF-C-SD16208SS Enclosure	Mfr: HOFFMAN Brand/Part # CSD16208SS	\$634.00/E	CSD16208SS	\$620.91 / E		N/Q	CSD16208SS	742.12/E		
245	Amphenol Plug #97-3106A145-025	Mfr: 97-3106A145-025 Brand/Part #	\$995.00/E	N/Q	\$		N/Q		NQ		
246	% Discount on like parts or products not listed above	Mfr: EATON, LEVITON Brand/Part #	• 10%		— %		0%		%		
247	% Discount on like parts or products not listed above	Mfr: T&B, COOPER Brand/Part #	• 10%		— %		0%		%		
FASTERNERS / TAPES / MISCELLANEOUS ITEMS											
248	FASTENERS: 1/4" x 1- 1/4" Masonry Screw	Mfr: CULLY 60320 Brand/Part #	\$17.99/C	CSH10F	\$15.17 / C	SAME	\$650.00 / C	MAS25114H	• .15/E		
249	FASTENERS: 16 Galvanized Tie Wire	Mfr: METALLICS MTW-16 Brand/Part #	• \$5.35/E	MTW16	\$5.37 / E	SAME	\$7.50 / EA	MTW16	5.72/RL \$		
250	FASTENERS: 1/4" -20 HEX Nut	Mfr: METALLICS JN163 Brand/Part #	\$2.85/C	JN163	• \$1.93 / C	SAME	\$26.00 / C	JN163	.03/E \$		
251	FASTENERS: Plastic Anchor Kit	Mfr: METALLICS WAKJ14 Brand/Part #	\$9.94/E	WAK14	\$5.53 / E	SAME	• \$4.90 / EA	WAKJ14	7.07/E \$		
252	FASTENERS: 120# Ten Locking Cable Ties	Mfr: T&B TY527M Brand/Part #	\$47.02/C	PLT4H-L	\$30.12 / C	SAME	• \$7.56 / C		NQ		
253	LOCKNUT: 1 1/4" Steel Locknut	Mfr: T&B LN104 Brand/Part #	\$24.27/C	LN-104	• \$22.71 / C	SAME	\$107.00 / C	RACO 1005	.34/E		
254	LOCKNUT: 4" Malt Locknut	Mfr: T&B LN110 Brand/Part #	\$249.09/C	SPLN110	• \$159.63 / C	SAME	\$28.65 / EA	RACO 1016	6.19/E		
255	TAPE: 3M #33 Plus Vinyl Tape or acceptable equal	Mfr: 3M 33PLUS Brand/Part #	\$3.88/E	33+SUPER-3/4X66FT	• \$3.14 / E	SAME	\$4.12 / EA	33+SUPER-3/4X66FT	4.04/E		
256	TAPE: 3M #33 Plus SUPER Vinyl Tape or acceptable equal	Mfr: 3M 33PLUS Brand/Part #	• \$3.88/E	DUPLICATE	\$	SAME	\$4.12 / EA	33+SUPER-3/4X66FT	4.04/E		
257	TAPE: 3M #88 Plus Vinyl Tape or acceptable equal	Mfr: 3M 88-SUPER-3/4X66 Brand/Part #	\$4.64/E	88-SUPER-3/4X66FT	• \$3.55 / E	SAME	\$4.66 / EA	88-SUPER-3/4X66FT	4.53/E		
258	TAPE: 3M #23 Rubber Splicing Tape or approved equal	Mfr: 3M 23-3/4X30FT Brand/Part #	\$12.53/E	23-3/4X30FT	• \$8.20 / E	SAME	\$12.35 / EA	23-3/4X30FT	12.11/E		
259	TAPE: 3M #35 Color Coding Tape or approved equal	Mfr: 3M 35-1/2X20 Brand/Part #	• \$1.40/E	35-BLUE-3/4	\$2.90 / E	SAME	\$3.81 / EA	35-BLUE-3/4X66FT	3.75/E		

DESCRIPTION		Wesco		Graybar		Tri-State		Becker Electronics		TEMCO	
260 METER: OMEPP116JFI Omega temperature meter	Mfr: Brand/Part #	OMEGA DP116	\$350.00/E	N/Q	\$			N/Q		NQ	
261 THERMOSTAT: T6051A106 Thermostat	Mfr: Brand/Part #	T651A3018	\$99.00/EA	N/Q	\$			N/Q		NQ	
262 THERMOSTAT: T651A2028 LV Thermostat	Mfr: Brand/Part #	T651A3018	\$99.00/EA	N/Q	\$			N/Q		NQ	
263 SMOKE DETECTOR: BRK 4919 Smoke Detector	Mfr: Brand/Part #	BRK 4919	\$7.53/E	FIRST ALERT 9120	\$6.35 / E			BK 9120B		9.00/E	
264 SMOKE DETECTOR: 1451DH Smoke Detector Head	Mfr: Brand/Part #	BRK BK-1451-DH	\$68.00/E	N/Q	\$			N/Q		NB	
265 BATTERY: 357ER Battery	Mfr: Brand/Part #	EVEREADY 357BP	\$ .84/E	303/357-1W	\$0.94 / E			BATORAY 357		0.87	
266 MOTOR: L86-164 Module Motor	Mfr: Brand/Part #	L86-164	\$700.00/E	N/Q	\$			N/Q		NQ	
267 TOOL: Aluminum framing 10 Channel pre-punched slots Size: 1-1/2" x 1-1/2"	Mfr: Brand/Part #	T&B A1200HS-10-GR	\$169.00/C	A1200HS-10AL	\$623.24 / C			N/Q		NQ	
268 TOOL: Metal framing 10 Channel pre-punched slots Size: 1-1/2" x 1-1/2"	Mfr: Brand/Part #	T&B A1200HS-10-GR	\$169.00/C	A1200HS-10	\$179.29 / C	SAME	\$175.00 / C			NQ	
269 % Discount on like parts or products not listed above	Mfr:	T&B, 3M	10%		%					%	
270 % Discount on like parts or products not listed above	Mfr:	BRK	10%		%			0%		%	
CHEMICALS											
271 CHEMICALS ES1050 Freeze-it Spray or equal - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 14086	\$11.50/E	CRC 14086	\$12.11 / E			N/Q	CRC 14086	13.42/E	
272 CHEMICALS CRC 2-26 Spray or equal - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 02005	\$4.75/E	CRC 02005	\$4.86 / E			N/Q	CRC 02005	6.19/E	
273 CHEMICALS Multi Purpose Precision Lubricant – Electrical Grade - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 02005	\$4.75/E	CRC 02018 (19oz Spray)	\$8.69 / E			N/Q	CRC 02005	6.19/E	
274 CHEMICALS CRC Silicone Spray or equal - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 02094	\$5.00/E	CRC 02094	\$5.06 / E			N/Q	CRC 02094	6.17/E	
275 CHEMICALS Silicone Spray – Electrical Grade - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 02094	\$5.00/E	CRC 02125 (11oz Silicone cleaner)	\$8.67 / E			N/Q	CRC 02094	6.17/E	
276 CHEMICALS CRC Silicone Spray or equal - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 02094	\$5.00/E	N/Q	\$			N/Q	CRC 02094	6.17/E	
277 CHEMICALS CRC Contact Cleaner or equal - Size: 16 oz. Aerosol	Mfr: Brand/Part #	TECH 1632-16S	\$17.11/E	CRC 02140	\$14.60 / E			N/Q	CRC 02130	• 10.96/E	
278 CHEMICALS Contact Cleaner – Electrical Grade - Size: 16 oz. Aerosol	Mfr: Brand/Part #	TECH 1632-16S	\$17.11/E	N/Q	\$			N/Q	CRC 02130	• 10.96/E	
279 CHEMICALS CRC Precision Cleaner or equal - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 02140	\$13.95/E	N/Q	\$			N/Q	CRC 02140	17.68/E	
280 CHEMICALS Precision Cleaner – Electrical Grade - Size: 16 oz. Aerosol	Mfr: Brand/Part #	CRC 02140	\$13.95/E	N/Q	\$			N/Q	CRC 02140	17.68/E	

DESCRIPTION		Wesco	Graybar	Tri-State	Becker Electronics	TEMCO
281	% Discount on electrical chemical products not listed above	Mfr: CRC	10%	—%	0%	—%
282	% Discount on electrical chemical products not listed above	Mfr:	—%	—%	0%	—%

COMPANY'S SENT BID, DIDN'T RESPOND:

REXEL ELECTRIC

R.PHILLIPS INDUSTRIES

2.

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

TO: City Manager

Date February 17, 2010

FROM: Finance / Revenue & Taxation  
Department/Division

Code 22510-5310-1159-64

(CHECK ONE)

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

Fund Title 2010 General Fund

Amount \$ \$40,950

Supplier/Vendor/Company/Individual:

NAME ACS

ADDRESS Attn: Finance

1733 Harrodsburg Road

Lexington, KY 40504

Justification and description of purchase, contract or payment:

The Finance Department requests approval of the attached contract with ACS for modifications, training and programming for the new Banner 8.0 Accounts Receivable System.

The contract period will begin upon the execution by the City of Dayton and end on December 21, 2010.

The Law Department has reviewed and approved this contract as to form and correctness. The Finance Department recommends approval of this contract.

Certificate of Funds attached.

Approved Affirmative Action Program on File  Yes

No

NA

Approved by City Commission

Clerk

Date

No

Division

Department

City Manager

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

Cherry D. Barrett  
Director of Finance

PROCESSED

FEB 10 2013

*WAK*

Code: 10000-5340-1159-64 \$40,950  
Amount: \$40,950  
Date: February 17, 2010

CT104944

Purpose: Upgrade from current Accounts Receivable system to Banner Accounts Receivable  
Vendor: ACS  
Address: Attn: Finance  
1733 Harrodsburg Rd  
Lexington, KY 40504  
F.I.D. # 232154345



## **MASTER AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES MATERIALS AND EQUIPMENT**

This Master Agreement for Information Technology Services, Materials and Equipment (hereinafter the "Agreement") is entered into between ACS Government Systems, Inc. (hereinafter "ACS"), with offices located at 1800 M Street, NW, Washington, DC, 20036, and City of Dayton, with offices located at 101 West 3rd Street, Dayton, OH 45402 (hereinafter "Customer"), referred to individually as Party and collectively as Parties. This Agreement will become effective on the date when executed by an authorized representative of both parties (the "Effective Date").

### **SECTION 1 - BACKGROUND AND OBJECTIVES**

This Agreement is entered into in connection with Customer's decision to engage ACS to provide certain information technology services related to Customer's business operations. This Agreement and the Exhibits thereto set forth all terms and conditions governing the relationship between ACS and Customer.

### **SECTION 2 - TERM**

The term of this Agreement (the "Term") will begin upon execution by the City of Dayton and end no later than December 21, 2010, unless earlier terminated or renewed in accordance with the provisions of this Agreement. Customer shall, at the end of the Term, have the option to extend the Agreement for two consecutive one-month periods.

### **SECTION 3 - SERVICES**

ACS shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as outlined in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with Section 4 hereof.

### **SECTION 4 – SUPPLEMENTAL SERVICES**

While ACS is committed to providing all Services outlined in the Statement of Work, it is, however, in the best interests of all parties to create a structure to address any unforeseen, but necessary, scope increases. Any effort, which does not fall within the Statement of Work outlined in Exhibit A, will be subject to the change order process. ACS will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by ACS and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA") annexed to this Agreement. ACS will not be required to perform activities deemed out of scope without a fully executed SSA signed by both parties.

## **SECTION 5 - CONFIDENTIALITY**

### **Section 5.1 Customer Confidential Information**

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), ACS will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of ACS which ACS regards as confidential. However, ACS shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in ACS' possession; (iii) is independently developed by ACS outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, ACS shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by ACS in the course of its services hereunder.

### **Section 5.2 ACS Confidential Information**

Customer agrees that ACS' methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by ACS, which may be disclosed to the Customer, are confidential and proprietary information ("ACS Confidential Information"). With respect to ACS Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on ACS Confidential Information; or (iv) is rightfully obtained from third parties.

### **Section 5.3 Use of Confidential Information**

ACS and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, ACS' permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other party's prior written consent.

### **Section 5.4 Security Procedures**

While at the Customer's premises, ACS personnel shall comply with all security regulations and procedures applicable to the Customer's employees and visitors as to which ACS shall have been notified in writing by the Customer.

## **SECTION 6 - AUDITS**

Audits of this agreement may be conducted at anytime during business hours and no more than once annually upon reasonable advance written notification in accordance with Section 15.8 herein, on a non-interference basis with ACS' normal delivery of services. While Customer will have reasonable access to those records required to ensure compliance with the Agreement (including records required to ensure the accuracy of invoices), it is understood that ACS will not be required to disclose confidential ACS information, including salary and subcontractor costing information. In the event the Customer conducts an audit of ACS' records, the Customer will allow ACS to review and comment on the audit

findings prior to the release of the audit report. Under no circumstances will Customer authorize a competitor or potential competitor of ACS to perform an audit of ACS on behalf of the Customer. ACS shall be entitled to entrance and exit interviews with the auditors, as well as a copy of any audit findings or reports.

## **SECTION 7 INSURANCE; RISK OF LOSS**

### **Section 7.1 Required Insurance Coverage**

Throughout the Term, ACS shall, at his own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers' Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

ACS will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, ACS shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

### **Section 7.2 Risk of Loss**

As of the Effective Date, each party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

## **SECTION 8 CHARGES**

### **Section 8.1 Charges**

Subject to the other provisions of this Agreement, Customer will pay to ACS the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services can be performed on a Time and Material (T&M) or fixed fee basis as specified in Exhibit B. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.

### **Section 8.2 Taxes**

- (a) ACS will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by ACS in connection with the Services.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the Effective Date on the provision of the Services or any component thereof, as the rate of such tax may change from time

to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.

(c) If any taxing jurisdiction imposes after the Effective Date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

## **SECTION 9 INVOICING AND PAYMENT**

## Section 9.1 Invoices and Payment

ACS will issue to Customer, on a monthly basis, one (1) invoice for all amounts due with respect to services rendered and products delivered in the previous calendar month. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial month under this Agreement will be prorated.

Invoices/Payments shall be submitted to: ACS Government Systems, Inc.  
Attn: Finance  
1733 Harrodsburg Road  
Lexington, KY 40504

## Section 9.2 Late Payment

Any sum or credit due either party under this Agreement that is not paid or granted on the date due will thereafter bear interest until paid or applied, as the case may be, at a rate of interest equal to the greater of (i) the prime rate established from time to time by Citibank of New York, or (ii) the maximum rate of interest allowed by applicable law.

## SECTION 10 WARRANTIES

ACS warrants that all services will be provided in a good and workmanlike manner, by qualified personnel, and in accordance with generally applicable industry standards. In addition, ACS will transfer and extend to Customer all standard warranty coverage for materials, equipment and other items delivered pursuant to this Agreement, to the extent such warranties may exist, and such transfers are allowed by the original equipment manufacturer or vendor. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, AS ARE ANY CLAIMS FOR INDIRECT AND/OR CONSEQUENTIAL DAMAGES.

## SECTION 11 INDEMNIFICATION

ACS will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of ACS, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United State's patent, copyright, or any actual trade secret disclosure, by ACS, its employees, contractors or agents in connection with the performance of the Services.

ACS will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

## SECTION 12 LIMITATIONS ON LIABILITY

### **Section 12.1 Limit on Types of Damages Recoverable**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Section 12.2 Limit on Amount of Direct Damages Recoverable**

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT TORT, OR OTHERWISE, WILL NOT EXCEED THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF PRODUCTS OR SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ACS IS NOTIFIED BY CUSTOMER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT.

### **Section 12.3 Force Majeure**

- (a) Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other

cause beyond the reasonable control of such party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."

- (b) Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

#### **Section 12.4 Actions of Other party**

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement if and to the extent such failure or delay is caused by the actions or omissions of the other party or breaches of this Agreement by the other party provided that the party which is unable to perform has provided the other party with reasonable notice of such non-performance and has used commercially reasonable efforts to perform notwithstanding the actions, omissions or breaches of the other party.

### **SECTION 13 TERMINATION**

#### **Section 13.1 Termination for Cause**

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by ACS that is not cured by ACS within thirty (30) days of the date on which ACS receives Customer's written notice of such breach, or if a cure can not reasonably be fully completed within 30 days, a later date, provided ACS has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to ACS written notice of such termination identifying the scope of the termination and the termination date.
- (b) ACS will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to ACS, and Customer fails to cure such failure within sixty (60) days after receipt from ACS of written notice from ACS.

#### **Section 13.2 Effect of Termination**

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

## **SECTION 14** **APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES**

### **Section 14.1 Applicable Law and Venue**

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding the Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

### **Section 14.2 Equitable Remedies**

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

## **SECTION 15** **MISCELLANEOUS**

### **Section 15.1 Customer Provided Resources and Technical Working Environment**

Customer shall provide ACS resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

### **Section 15.2 Binding Nature and Assignment**

Neither party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, that either may assign its rights and obligations under this Agreement to an Affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other party that it has the ability to fulfill the obligations of the assigning party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a party will relieve such party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

### **Section 15.3 Expenses**

In this Agreement, unless otherwise specifically provided, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement, and the completion of the transactions contemplated by this Agreement will be paid by the party incurring such expenses.

#### **Section 15.4 Amendment and Waiver**

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

#### **Section 15.5 Further Assurances; Consents and Approvals**

Each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

#### **Section 15.6 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

#### **Section 15.7 Entire Agreement**

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

#### **Section 15.8 Notices**

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to specify by notice delivered in the foregoing manner):

If to Customer, to:

City of Dayton  
Attn: Roxy Smith  
101 West 3<sup>rd</sup> Street  
Dayton, OH 45402

If to ACS, to:

ACS Government Systems, Inc.  
Attn: Brett Cheuvront  
1733 Harrodsburg Road  
Lexington, KY 40504

### **Section 15.9 Survival**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

### **Section 15.10 Independent Contractors**

ACS will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute ACS and Customer as partners, joint venturers, or principal and agent. ACS has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in a Service Agreement.

### **Section 15.11 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

### **Section 15.12 Political Contributions**

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

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**City of Dayton**

**ACS Government Systems**

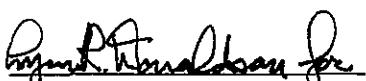
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City Manager

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Mike Bauer, VP

Approved as to form and correctness:

  
Bryan P. Franklin  
City Attorney

Approved by the commission of  
The city of Dayton, OH:

\_\_\_\_\_, 2010  
Min./BK \_\_\_\_\_ Pg. \_\_\_\_\_

---

Clerk of Commission

**Exhibit A**  
**Statement of Work**

**Scope of Services**

**This Scope of Services being offered is described as writing at least four (4) new custom processes, to client's Banner system.**

**SCOPE OF RESPONSIBILITIES**

1. The scope or responsibility of the consultant will include:

**Invoices**

1. Program to process the recurring invoices configured in Banner, match them to the criteria needed to figure out if the invoice is ready to be billed and create the billing charges in Banner AR for those items to be billed.
2. Program to create invoices for billing with CoD formatted bills.

**Write-offs**

1. Program to process items to be written off (certification) and sent to County for tax roll. A report and data file would be created.
2. Program to process items to be written off (collection agency) and sent to Collection Agency. A report and data file would be created

2. Chain of command: The ACS Consultant will solely report to the ACS Project Manager for this project. The ACS Project Manager will coordinate and oversee the activities and performance of the ACS Consultant.

**Exhibit B**  
**Applicable Charges**

**PROFESSIONAL FEES AND CONDITIONS**

1. The support will be conducted off site, and services will be completed no later than December 31, 2010
2. The fees, based on ACS' current pricing for such services is up to 234 hours at \$175, not to exceed \$40,950 without written authorization. Client is only invoiced for hours used.
3. Fees will be invoiced and paid in U.S. Dollars.

If the scope of functionality requested by the "Customer" and/or the descriptions of the Services change, the costs for the Services may change.

**PAYMENT TERMS**

ACS will provide invoices for professional fees and travel expenses when services are completed. All invoices are due and payable within 30 days from the date of invoice. Invoices which are over 30 days past due will incur a service charge of one and one half percent (1½%) per month or eighteen percent (18%) per year.

If CUSTOMER cancels or reschedules Services that ACS is to render on dates certain as set forth in the Scope of Services, then CUSTOMER will be subject to and agrees to pay ACS, in addition to any other remedies available to ACS, the full amount of the Services, per cancelled or rescheduled ACS consultant for the duration of the cancelled time period (the "Cancellation Charge") and costs associated with the cancellation and reschedule of the trip (i.e. airplane ticket, reschedule costs, or hotel cancellation fees). The Cancellation Charge will be in effect for all Services, including, but not limited to, (i.e. functional training, technical training, and project management).

CUSTOMER shall be responsible for the payment of any and all applicable taxes, fees or assessments imposed by a government entity (excluding taxes on ACS' income, capital stock or personal property) with respect to the services provided or the payments made hereafter.

3.

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

TO: City Manager

Date February 17, 2010

FROM: Water/Water Supply & Treatment  
Department/Division

Code 53000-3430-1301-54

(CHECK ONE)

Fund Title 2010 Water Operating Fund

Amount \$ \$68,876.00

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

Supplier/Vendor/Company/Individual:

NAME Buckeye Power Sales Co.  
ADDRESS P. O. Box 489  
Blacklick, OH 43004-0489

Justification and description of purchase, contract or payment:

The Division of Water Supply and Treatment is requesting a Payment of Voucher with Buckeye Power Sales Co. in the amount of \$68,876.00 to cover the cost of a back-up diesel powered electric generator. The generator is for the Brantford Water Pump Station and was ordered in August 2008 from PO#801365.

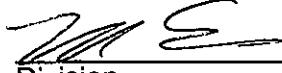
A generator package was delivered in July 2009. The delivered equipment did not meet the specified and ordered equipment, which has a long lead time due to some inherent intricacies of the project. This equipment was not accepted and the Division negotiated with the Contractor to deliver the proper equipment per itemized Purchase Order. The Contractor submitted an invoice for payment, which the Division refused authorizing payment to the vendor.

The vendor re-ordered the equipment and removed previously (erroneously) shipped equipment. Again, long order lead times for the equipment delayed delivery. Specified equipment was delivered late year 2009 and invoiced January 14, 2010. The 2008 Purchase Order was held open through 2009, but it was closed on January 1, 2010 due to restrictions on purchase orders rolling into subsequent years. While the equipment took an inordinate amount of time to deliver, the necessity for back-up power continued. The division actively worked with the vendor to deliver per Purchase Order specifications and contract.

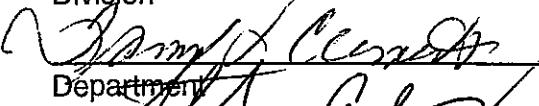
A thorough review of open blankets at the end of the year will be implemented to prevent this from occurring in the future.

Therefore, we request the current invoice with Buckeye Power Sales Co. be paid through a Payment of Voucher in the amount of \$68,876.00.

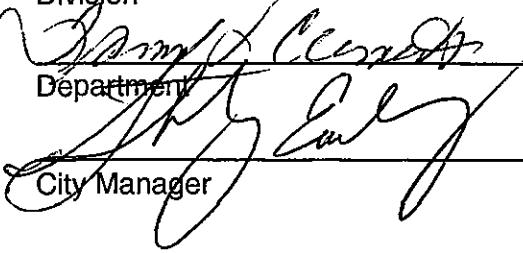
Approved by City Commission

  
Division

Clerk

  
Department

Date

  
City Manager

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

for Boeing Co. Cheryl Haenle  
Finance Director

## /Finance Director

Date (To be completed by Finance Dept.)

CF/CT Number (To be completed by Finance Dept.)

PROCESSED

FEB - 4 2013

四

Term of the Agreement: N/A year(s)

Initial Encumbrance Amount: \$68,876.00      Commission Approval: \$68,876.00

Fund Code: 53000 - 3430 - 1301 - 54 -     
Fund      Org      Acct      Prog      Activity

Vendor Name: Buckeye Power Sales Co.

Vendor Address: P.O. Box 489

Blacklick, OH 43004-0489

Federal ID #: 314365080

Commodity Code: 28539

Purpose: Diesel generator set with outdoor enclosure

Contact Person: Martha Schwendeman

**Contact Phone:** 333-6099

Department/Division: Water/Water Supply & Treatment

DATE	1/14/10
TIME	13:38:47
SUPERVISOR	013/171
STORE	2

BUCKEYE POWER SALES CO. - CINTI  
P.O. BOX 489  
BLACKLICK, OH 43004-0489

INVOICE	82981
PO/CONTRACT	PO801365
WORK ORDER	
PAGE	1 OF 1

(937) 333-4030

BILLED TO ACCOUNT 147855  
DAYTON WATER AND SUPPLY  
TREATMENT ADMIN  
3210 CHUCK WAGNER LN, BLDG C  
DAYTON, OH 45414

(937) 333-4030

SHIP TO ACCOUNT 147855  
DAYTON WATER AND SUPPLY  
TREATMENT ADMIN  
3210 CHUCK WAGNER LN, BLDG C  
DAYTON, OH 45414

PLEASE PAY FROM INVOICE. STATEMENTS ARE NOT MAILED  
ANY QUESTIONS, PLEASE CALL 513.755.2323  
TERMS: NET 10 DAYS

SHIPPED VIA: FREIGHT LINES

ORD	SHIPPED	BY/TO	PART NUMBER	DESCRIPTION	QTY	NET	AMOUNT
1	1		MARK FOR WATER AND SUPPLY TREATMENT 3210 CHUCK WAGNER LANE DAYTON, OH 45414 KOE100REOZJD SERIAL NO. 2249346	GENERATOR		68876.00	68876.00

Purchase Order # P0801365  
 Approved Amt. \$ 68,876.00  
 Account Distribution: 53000 - 3400 - 1301 - 54  
 Year Goods/Services Rendered: 2009 / 2009 / 2010  
 Final Payment: Yes  No  
 Invoice: Part A  Part B  Part C   
 Division Approval: Mark J. Clemons  
 Department Approval: Mark J. Clemons

SUB TOTAL ---->	68876.00
MISC. ----->	0.00
LABOR ----->	0.00
TAX 6.250 --->	0.00
INVOICE TOTAL->	68876.00

**CITY OF DAYTON, OHIO**

DIVISION OF PURCHASING

P.O. BOX 22  
DAYTON, OHIO 45401  
PHONE 937/333-4030

314365080

**VENDOR**Buckeye Power Sales Company Inc  
7782 Service Center Dr  
West Chester OH 45069**PURCHASE ORDER**

ORIGINAL

P.O. #

PO301365 Page 1

08/25/08

DATE:

SHOW PURCHASE ORDER NUMBER,

**SHIP TO & INVOICE TO: SHIP TO AND MARK ON ALL DOCUMENTS**Water Supply & Treatment Admin  
3210 Chuck Wagner Lane  
Bldg C  
Dayton OH 45414

ATTN: Martha Schwendeman

**NOTE: SUBMIT INVOICE IN DUPLICATE TO:**  
**CITY OF DAYTON, OHIO****ADDRESS: THE SAME AS SHIP TO AS SHOWN ABOVE**

No State or Federal Taxes are to be included in prices billed

Payment will be made upon receipt of an approved invoice or material whichever is later

PAYMENT TERMS	BUYER NAME	
Net 30	LINDA ODOM	
FOB POINT	SHIP VIA	
FOB Destination, Frt. Prepaid		

ITEM	COMMODITY DESCRIPTION	QUANTITY	U-M	UNIT PRICE	EXTENDED
1	THE TOTAL AMOUNT DESIGNATED IS A "NOT-TO-EXCEED" OR "MAXIMUM AMOUNT" AUTHORIZED TO BE EXPENDED AGAINST THIS PURCHASE ORDER; THE TOTAL ACTUAL EXPENDITURE MAY BE LESS THAN THE AMOUNT SHOWN.				
1	28539 Generators, Stationary Type (Not Automotive) REF. REQ. BWTWS146 -- 53000-3430-1301-54  DIESEL ENGINE POWERED ELECTRIC GENERATOR SET IN OUTDOOR ENCLOSURE, 100 KW, 125 KVA, 0.8 POWER FACTOR, 277/480 V, 3 PH, 4 WIRE GROUNDED NEUTRAL, 60 HZ, INCLUDING: 200 A CIRCUIT BREAKER IN ENCLOSURE, 200 GAL FUEL STORAGE TANK W/ DOUBLE WALL CONSTRUCTION INTEGRAL WITH GENERATOR SET BASE AND ENCLOSURE, ALL SPECIFIED CONTROLS,	1.00	EA	68,876.0000	68,876.00

APPROVED BY  
CITY COMMISSIONSignature: *Stephanie L. Doss**Kathleen Linsenmaier*  
Clerk of Commission  
Attest

BY

CITY MANAGER

*Henry J. Doss*  
Purchasing Agent

TOTAL

CONTINUED

I hereby certify that the amount of money required to meet the payments called for in the above order has been lawfully appropriated for such purposes 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.

Director of Finance

4.

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

TO: City Manager

Date February 17, 2010

FROM: Water / Environmental Management  
Department/Division

Code 28010-3470-1159-55

(CHECK ONE)

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

Supplier/Vendor/Company/Individual:

NAME Hafenbrack Marketing  
ADDRESS 15 W. Fourth Street, Suite 410  
Dayton, Ohio 45402

Justification and description of purchase, contract or payment:

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF DAYTON AND HAFENBRACK MARKETING**  
**Marketing Strategy – Recycle Dayton and Dayton Energy**

This Professional Services Agreement is for the development of a comprehensive marketing strategy to promote the Recycle Dayton and Dayton Energy Programs. The goal of the project is to increase recycling participation in the City and the promotion of Dayton's Energy improvements to residents and business community. Three proposals were received for the above project on October 16, 2009. A selection committee evaluated the proposals and Hafenbrack Marketing's proposal was determined to be the best.

The award amount is \$60,000. The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 30, 2011.

This project is being funded with 2010 Energy Efficiency and Conservation Block Grant (EECBG) Funds.

The Agreement has been reviewed and approved by the Department of Law for form and correctness.

A Certificate of Funds, Human Relations Council's verification letter and a copy of the Agreement are attached.

Approved Affirmative Action Program on File  Yes

No  NA

Approved by City Commission

Donna J. Winchester  
Division

Clerk

Donna J. Winchester  
Department  
City Manager

Date

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

*Bonnie J. Thor Chungl Garrett*  
Finance Director

PROCESSED

FEB - 8 2010

*SALE*

2/8/10

Date (To be completed by Finance Dept.)

CT104945

CF/CT Number (To be completed by Finance Dept.)

Term of the Agreement: 2 year(s) Expiration Date: December 30, 2011

Encumbrance Amount: \$ 60,000.00 Commission Approval: \$ 60,000.00

Fund Code: 28010 - 3470 - 1159 - 55 -             
Fund      Org      Acct      Prog      Activity

Vendor Name: Hafenbrack Marketing

Vendor Address: 15 W. Fourth Street, Suite 410  
Dayton, Ohio 45402

Federal ID #: 31-1628482

Commodity Code: 999-99

Purpose: Award of Professional Services Contract for Marketing Strategy – Recycle  
Dayton & Dayton Energy

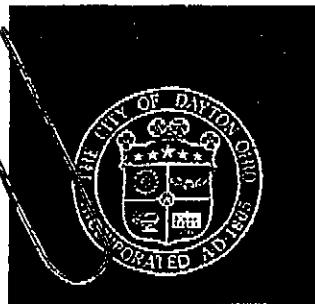
Contact Person: Donna Winchester

Contact Phone: 333-3798

Department/Division: Water/Environmental Management

Robert C. Walker  
Chairperson

Thomas J. Wahab  
Executive Director



**CITY of DAYTON, OHIO**  
**HUMAN RELATIONS COUNCIL**

371 West Second Street, Suite 100, Dayton, OH 45402-1417  
(937) 333-1403 / 333-1405 / 333-1413 / FAX 222-4589

October 28, 2009

*Attn: Felicia  
333-2833*

Mr. Dave Hafenbrack  
Hafenbrack Marketing and Communications, Inc.  
15 W. Fourth Street  
Dayton, OH 45402

Dear Mr. Hafenbrack:

We have received your Contract Compliance Review Form and determined the following:

X It is approved for one year and will expire  
on November 30, 2010.

If you have any questions, please contact me at (937) 333-1413.

Sincerely,

A handwritten signature in black ink, appearing to read "Catherine Crosby".

Catherine Crosby  
Assistant Director

CC/vlk

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

## PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Dayton, Ohio, a municipal corporation existing under and by virtue of the constitution and laws of the State of Ohio (hereinafter referred to as the "City"), and Hafenbrack Marketing, with an office of business at 15 West Fourth Street, Suite 410, Dayton, OH 45402 (hereinafter referred to as the "Consultant").

### WITNESSETH THAT:

**WHEREAS**, the City desires a comprehensive marketing initiative to promote the Recycle Dayton and Dayton Energy Programs in the City of Dayton, Ohio;

**WHEREAS**, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and

**WHEREAS**, the professional services to be provided under this Agreement are necessary to achieve the purposes of the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

#### **ARTICLE 1. TERM**

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on **December 30, 2011**, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 12(J).

#### **ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT**

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

#### **ARTICLE 3. COMPENSATION**

The total remuneration of this Agreement shall not exceed **SIXTY THOUSAND DOLLARS** (\$60,000.00) and shall be paid according to Attachment B, Compensation, which is incorporated herein by reference. Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

#### **ARTICLE 4. FINANCIAL ACCOUNTING AND RECORDS RETENTION**

Consultant shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excepts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Consultant shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.

## **ARTICLE 5. STANDARD OF CARE**

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

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and the City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

## **ARTICLE 6. LIABILITY AND INDEMNIFICATION**

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

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

## **ARTICLE 7. INSURANCE**

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

- (1) General liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Consultant's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the City. Consultant, however, shall retain its right to restrict disclosure of Consultant's proprietary information contained in such policies in accordance with Article 8.

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

## **ARTICLE 8. CONFIDENTIALITY**

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is

information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit Consultant's disclosure of confidential information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by the City.

## **ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY**

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

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

## **ARTICLE 10. TERMINATION**

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

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

## **ARTICLE 11. CITY'S RESPONSIBILITIES**

The City is responsible for all matter described in Attachment C, City's Responsibilities, which is incorporated herein by reference

## **ARTICLE 12. STANDARDS TERMS**

### **A. DELAY IN PERFORMANCE**

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

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

#### **B. GOVERNING LAW**

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

#### **C. COMMUNICATIONS**

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

Consultant:      Hafenbrack Marketing  
                          15 West Fourth Street, Suite 410  
                          Dayton, OH 45402  
                          Attention: Dave Hafenbrack

City:                City of Dayton, Department of Water  
                          320 West Monument Avenue  
                          Dayton, Ohio 45402  
                          Attention: Donna Winchester, Environmental Manager

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

#### **D. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

#### **E. WAIVER**

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

#### **F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision

that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

#### **G. INDEPENDENT CONTRACTOR**

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

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

#### **H. ASSIGNMENT**

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

#### **I. THIRD PARTY RIGHTS**

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

#### **J. AMENDMENT**

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

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

#### **K. POLITICAL CONTRIBUTIONS**

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

#### **L. INTEGRATION**

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

[The remainder of this page intentionally left blank.]

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

**WITNESSED BY:**

**HAFENBRACK MARKETING**

---

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

Its: \_\_\_\_\_

**WITNESSED BY:**

**CITY OF DAYTON, OHIO**

---

City Manager

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

**APPROVED:**

---

Director, Department of Water

**APPROVED AS TO FORM  
AND CORRECTNESS:**

Ronald R. Daniels Jr.  
City Attorney

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

---

2010

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

---

Clerk of Commission

ATTACHMENT A  
TO  
AGREEMENT FOR CONSULTING SERVICES

City: City of Dayton, Ohio  
Project: Marketing Strategy – Recycle Dayton & Dayton Energy  
Consultant: Hafenbrack Marketing

**SCOPE OF SERVICES**

Consultant shall provide all professional services necessary to complete the following types of work as necessary: \*\*

1. Development of brand and graphic components of logo and messaging copy.
2. Project Management.
3. Research Energy Star, Montgomery County Solid Waste District and other municipality recycling and energy programs to understand their promotional efforts, resources, and partners.
4. Develop method to positively promote Dayton's existing and planned energy projects.
5. Build 6-8 pages within the City of Dayton's existing website, dedicated to Dayton's Energy program including recycling, directed from the "vanity" web address created to match our theme.
6. Develop direct mail campaign to the two pilot program areas,
7. Design and develop and execute reminder method to remind residents of their recycling day.
8. Develop and execute e-newsletter (possibly a printed newsletter) sent to any email list the City has accumulated, and added to as people request bins or opt-in through the website.
9. Provide messaging for City of Dayton Television Network (CDTN) on recycling and energy projects.
10. Develop power point presentations to introduce both programs.
11. Develop social media and Citizen Outreach for both programs.
12. Design decals/vehicle signage on waste management and recycling trucks.
13. Use existing media within the city currently used such as utility bills, newsletters, resident statements, etc. to send the message out and piggyback in/on existing delivery systems.
14. Leverage public relations efforts, with news releases, feature stories, testimonials from recyclers, etc.
15. Leverage services from University of Dayton or Wright State Marketing departments (i.e., use a marketing class to monitor/update the blog).
16. Develop and organize community/ business forum.
17. Locate and apply for additional sources of funding.
18. Prepare final report outlining all work/ services completed.

**\*\*All printed and/ or electronic media will be considered draft until approved by the City of Dayton.**

**ATTACHMENT B**  
**TO**  
**AGREEMENT FOR CONSULTING SERVICES**

**City:** City of Dayton, Ohio  
**Project:** Marketing Strategy – Recycle Dayton & Dayton Energy  
**Consultant:** Hafenbrack Marketing

**COMPENSATION**

1. The total “Not-To-Exceed” fee for performance of the Scope of Services, as outlined in Attachment A to this Agreement, is \$60,000.00. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses.

The “Not-To-Exceed” fee of \$60,000.00 broken down as follows:

<b>Brand and Graphic Development</b>	\$3,800.00
<b>Project Management – Final report and time tracking</b>	\$4,000.00
<b>Website</b>	\$8,000.00
<b>Communications - Direct Mail, Reminder emails, E-Newsletter</b>	\$15,000.00
<b>Positive Messaging – CDTN, news articles, articles for professional publications</b>	\$8,000.00
<b>Social media and Citizen Outreach</b>	\$6,000.00
<b>Decals and vehicle signage</b>	\$2,000.00
<b>Public relations</b>	\$13,200.00
<b>TOTAL</b>	<b>\$60,000.00</b>

The total “billing limits” shall not exceed \$60,000.00 without further written authorization from the City.

2. The City shall remit payment to Consultant within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to the performance of the Services and shall be clearly identified and readily accessible to City. However, Consultant does not have to furnish such supporting documentation with its invoice, unless requested by the City.

3. Consultant shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excepts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Consultant shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.

**ATTACHMENT C  
TO  
AGREEMENT FOR CONSULTING SERVICES**

**City:** City of Dayton, Ohio  
**Project:** Marketing Strategy – Recycle Dayton & Dayton Energy  
**Consultant:** Hafenbrack Marketing

**CITY'S RESPONSIBILITIES**

The city will furnish, as required by the work and not at the expense of Consultant, the following items:

1. The services of at least one of the City's employees or staff.

5.

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

TO: City Manager

Date February 17, 2010

FROM: Law/Criminal

Code 28147-5210-1159-74

*Department/Division*

(CHECK ONE)

Fund Title Domestic Violence Grant

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

Amount \$ 50,000.00

Supplier/Vendor/Company/Individual:

NAME John Pinard

ADDRESS 434 Ridgewood  
Dayton, Ohio 45409

Justification and description of purchase, contract or payment:

Authorization is requested to enter into a Professional Service Agreement with John Pinard for professional legal services with the Law Department's Prosecutor's Office until August 31, 2010. The City of Dayton received federal grant money in January of 2009 for assistance with prosecuting domestic violence cases.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File  Yes

No

NA

Approved by City Commission

Division

*Ronald J. Johnson, Jr.*  
Department

Clerk

Date

FORM NO. MS-16

*Ronald J. Johnson, Jr.*  
City Manager

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

*Boyle* *Christen Garrett*  
Finance Director

2/8/10

PROCESSED

FEB ~ 8 2010

Date (To be completed by Finance Dept.)

CT104940

*JKS*

CF/CT Number (To be completed by Finance Dept.)

Term of the Agreement \_\_\_\_\_ year(s)

Start Date: February 22, 2010 \_\_\_\_\_ Expiration Date: August 31, 2010 \_\_\_\_\_

Encumbrance Amount Per Year: \$50,000.00 \_\_\_\_\_ Total Encumbrance Amount: \$ 50,000.00 \_\_\_\_\_

Commission Approval Per Year \$ 50,000.00 \_\_\_\_\_ Total Commission Approval: \$ 50,000.00 \_\_\_\_\_

Fund Code: 28147 - 5210 - 1152 - 74 \_\_\_\_\_  
Fund Org Acct Prog Activity Location

Fund Code: \_\_\_\_\_  
Fund Org Acct Prog Activity Location

Fund Code: \_\_\_\_\_  
Fund Org Acct Prog Activity Location

Vendor Name: John Pinard \_\_\_\_\_

Vendor Address: 434 Ridgewood Avenue \_\_\_\_\_

Dayton, Ohio 45409 \_\_\_\_\_

Federal ID # 001-74-0959 \_\_\_\_\_

Commodity Code: \_\_\_\_\_

Purpose: to provide assistance in the Prosecutor's Office under a Domestic Violence Grant received 1/1/09 and ending 8/31/10 \_\_\_\_\_

\_\_\_\_\_  
Contact Person: Christen Turner \_\_\_\_\_

\_\_\_\_\_  
Contact Phone: 4106 \_\_\_\_\_

\_\_\_\_\_  
Department/Division: Law/Civil \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of February, 2010, is between **THE CITY OF DAYTON, OHIO**, a municipal corporation of the State of Ohio, hereinafter called the "City", and **John Pinard**, an attorney licensed in the State of Ohio, and whose mailing address is 434 Ridgewood Avenue, Dayton, Ohio 45409, hereinafter called "Contractor".

### **WITNESSETH THAT:**

**WHEREAS**, City desires certain professional legal services related to City's Prosecutor's Office;

**WHEREAS**, Contractor is willing to perform such professional legal services and represents that he is fully qualified to perform such services; and

**WHEREAS**, the professional services to be provided under this Agreement are necessary to achieve the purposes of City's Prosecutor's Office.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of the Agreement, City and Contractor hereby agree to the following:

### **ARTICLE I. FUNDING AND TERM OF CONTRACT**

- A. City shall pay to Contractor an amount not to exceed **FIFTY THOUSAND DOLLARS** (\$50,000.00) out of a federal grant for the legal services described in Article II - Scope of Services. Disbursements shall be made by the City in accordance with Article III – Disbursement of Funds.
- B. Contractor hereby agrees to perform, in a manner satisfactory to the City, the work and services for the projects as set forth in Article II.
- C. This Agreement shall be for services provided commencing February 1, 2010, and it shall terminate on August 31, 2010.

### **ARTICLE II. SCOPE OF SERVICES**

Contractor shall provide, as requested by City's Prosecutor's Office and approved by City's Director of Law, legal services pertaining to prosecution. Contractor shall provide legal services for a minimum of forty (40) hours per week during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

Contractor shall prosecute cases and provide representation before municipal courts and state appeal courts, including both jury and non-jury matters. Plea negotiations are also a responsibility. Contractor shall provide legal counsel and advice. Legal research is required, as well as rendering both oral and written opinions. Contractor shall be action oriented, work well with others, able to reflect and consider merits of ideas, grasp details and data and understand how his work impacts coworkers, division, department, the City as a whole, and the citizens of Dayton.

Contractor shall provide documentation showing that he has received a Juris Doctorate Degree and that he at all times during the term of this Agreement, is a member, in good standing, of the Ohio Bar.

Contractor shall perform services under this Agreement when requested by the City.

### **ARTICLE III. DISBURSEMENT OF FUNDS**

It is expressly agreed and understood that the total amount to be paid by City to Contractor under this Agreement shall not exceed FIFTY THOUSAND DOLLARS (\$50,000.00) to provide legal services pursuant to this Agreement.

Contractor shall send to City an invoice for payment for the legal services performed no more frequently than twice monthly in an amount not to exceed THREE THOUSAND FIVE HUNDRED SEVENTY ONE DOLLARS AND FORTY TWO CENTS (\$3571.42) per invoice. Each invoice shall detail the legal services performed. The amount of each invoice shall be subject to verification by the City prior to the disbursement of funds.

### **ARTICLE IV. PROFESSIONAL LIABILITY INSURANCE**

During the term of this Agreement, Contractor shall maintain a policy for professional liability insurance coverage of at least one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate.

### **ARTICLE V. TERMINATION**

If Contractor materially fails to comply with any term of this Agreement, including failure to fulfill in a timely and proper manner its obligations under this Agreement, City may terminate the Agreement by providing written notice to Contractor at least five (5) working days prior to the effective date of termination. City may otherwise terminate this Agreement, in whole or in part, by providing at least thirty (30) days prior written notice to Contractor.

Contractor may terminate this Agreement, in whole or in part, by providing at least thirty (30) days prior written notice to City.

### **ARTICLE VI. INDEMNIFICATION**

Contractor 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) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Contractor.

### **ARTICLE VII. INDEPENDENT CONTRACTOR**

Contractor understands and agrees that he is not a City employee and not entitled to any of the emoluments of City employment. Further, Contractor shall be responsible for paying any and all local, state, and federal taxes.

### **ARTICLE VIII. AMENDMENTS**

City and Contractor may amend this Agreement at any time provided that any such amendment makes specific reference to this Agreement, is executed in writing, and signed by a

duly authorized representative of City and Contractor, and, if applicable or required, approved by the Commission of the City of Dayton.

#### ARTICLE IX. NOTICES

All communication and notices to City required under this Agreement, including invoices, shall be sent to City by regular U.S. mail, postage prepaid, and addressed to:

Chief Prosecutor  
335 West Third Street  
Room 372  
Dayton, Ohio 45401

All communication and notices to Contractor required under this Agreement shall be sent to Contractor by regular U.S. mail, postage prepaid, and addressed to:

John Pinard  
434 Ridgewood Avenue  
Dayton, Ohio 45409

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

**THE CITY OF DAYTON, OHIO**

---

City Manager

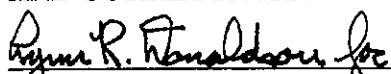
**CONTRACTOR**



---

John Pinard

**APPROVED AS TO FORM  
AND CORRECTNESS:**



---

Lynn R. McDonald, Jr.  
City Attorney

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

---

, 20 \_\_\_\_\_

Min. \ Bk. \_\_\_\_\_ Page \_\_\_\_\_

---

Clerk of the Commission

6.

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

TO: City Manager

Date February 17, 2010

FROM: Police Department/ Administrative Services

Code 28150-6210-1156-71

*Department/Division*

(CHECK ONE)

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

Fund Title Federal Law Enforcement Trust Fund

Amount \$ \$15,000

Supplier/Vendor/Company/Individual:

NAME Police One  
ADDRESS 200 Green St., Suite 200  
San Francisco, CA.

Justification and description of purchase, contract or payment:

The Department of Police requests Commission approval to host this Street Crimes Program at the Dayton Police Academy. The seminar and training class requires three days and would be provided two times during the year, tentative dates are March 30 – April 1, 2010 and a second class September 7-9, 2010. The scheduling of two classes would provide the opportunity for more Dayton Police officers to attend this training, while maintaining adequate staffing levels. The term of this Agreement shall begin when fully executed and shall end on September 30, 2010.

The materials to be presented were created by the instructor, Pat McCarthy. Mr. McCarthy has been an instructor for the past 14 years and is nationally recognized as an expert in many areas of police work. Topics to be covered include patrol tactics, narcotics investigations, gang crimes, undercover work and special task forces. The Command Staff believes this training would be very beneficial to street crews and detectives; officer interest is high as well.

This particular training is of high quality and costs less than comparable classes available from other sources, such as Calibre Press which typically charged \$21,000 for a single 2-day class.

The Certificate of Funds is attached.

Approved Affirmative Action Program on File  Yes

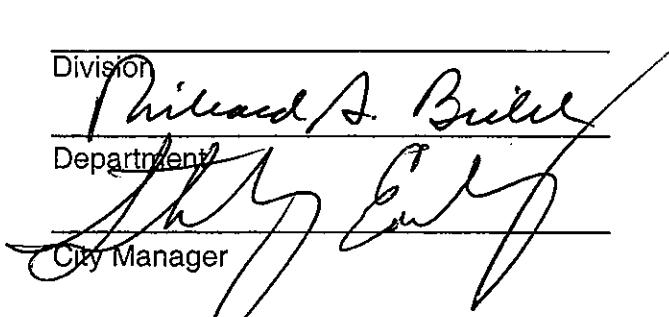
No

NA

Approved by City Commission

Clerk

Date

Division Police  
Department Police  
City Manager 

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

*Boeing C. John*  
for *Cheryl Bennett*  
Director of Finance

**Code:** 28150-6210-1156-71

**Amount:** \$15,000 **PROCESSED**

**Date:** 2/8/10 **FEB - 8 2010**

**CT#** *CT104942*

*WAK*

Reservation of funds to Police One for two seminars titled Street Crimes. To be held at the Dayton Police Academy.

Police One  
200 Green St., Suite 200  
San Francisco, CA. 94111

FID#94-3349604

## **AGREEMENT Street Crimes Training**

This Agreement (hereinafter referred to as "Agreement") is made and entered into by and between The City of Dayton (hereinafter referred to as "City"), a municipal corporation in and of the state of Ohio, and Police One (hereinafter referred to as "Contractor"), an independent contractor.

### **Section 1: TERM OF AGREEMENT**

The term of this Agreement shall begin when fully executed by all parties, and shall end on September 30, 2010, unless terminated earlier pursuant to the provisions hereof. The Contractor shall begin the work outlined in Section 2, Scope of Work (hereinafter referred to as "Work"), upon receipt of written notice to proceed from the City.

### **Section 2: SCOPE OF WORK**

Work will be performed as it is described in the proposal contained in Attachment A. Tasks to be performed by the Contractor are:

- a. Conduct two (3)-day Street Crimes training courses to sworn Dayton Police personnel. Courses will be held at the Dayton Ohio Police Academy at mutually agreeable times and dates.
- b. Contractor to provide complete course materials, manuals and inserts necessary for students.
- c. Contractor to cover relevant topics to include, but not exclusively:
  - i. Patrol Tactics
  - ii. Narcotics Investigations
  - iii. Gang Crimes
  - iv. Undercover Work
  - v. S.W.A.T. Team and Federal Task Forces
- d. City of Dayton to provide on site at the Academy training facility:
  - i. Adequate classroom space for up to 60 participants
  - ii. LCD projector
  - iii. Large screen
  - iv. Lapel microphone

### **Section 3: PAYMENT**

The City shall pay the Contractor for the services noted in the Scope of Work a maximum not to exceed Fifteen Thousand Dollars (\$15,000). This amount shall include all costs and expenses to be incurred or expended by the Contractor in the performance of the Work. Contractor shall submit an invoice after each successful training class for payment. Said invoice shall state the total amount

requested, the number of hours actually devoted to the performance of the Work during the period and provide a listing of the Work provided. Unless disputed, the City shall tender payment of the approved invoice within thirty (30) days from receipt. Contractor shall also provide documentation and payment of \$100.00 per outside participant according to quote such other information and documentation as the City may request to substantiate any invoice submitted. All invoices shall be verified by appropriate City staff prior to payment.

#### **Section 4: INDEMNIFICATION AND INSURANCE**

Contractor shall defend, indemnify and save harmless the City and its officers, employees, and representatives from and against all expenses, damages, claims, suits or liabilities (including attorney's fees) of every kind whatsoever by reason of, arising out of, or in any way connected with the performance or non-performance of this Agreement and /or Work, including any alleged violation by Contractor of any federal, state or local law, regulation or order.

Contractor shall procure and maintain appropriate insurances and in such amounts as required by law. Upon execution of this Agreement, Contractor shall furnish to the City certificates and/or proof of each form of insurance required by this Article. Upon request, Contractor shall furnish complete copies of the policies of insurance.

#### **Section 5: EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

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

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

#### **Section 6: TERMINATION**

This Agreement may be terminated by either party upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. If this Agreement is terminated, the City shall not be obligated to pay for any Work performed by Contractor subsequent to the effective date of termination.

#### **Section 7: GENERAL PROVISIONS**

##### **a. Entire Agreement**

This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions,

agreements, and understandings, either oral or written, between the parties with respect to the subject matter hereof.

**b. Independent Contractor**

By executing this Agreement, Contractor acknowledges and agrees that he will be providing services to City as an "independent contractor." As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City. Contractor, his employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors, and subcontractors to withhold and pay, all applicable local, state and federal taxes.

**c. Amendments**

The City or Contractor may request to amend this Agreement, at any time, provided that upon mutual agreement, any such amendment is executed in writing, makes specific reference to this Agreement, signed by a duly authorized representative of the City and Contractor and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

**d. Applicable Law/Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio

**e. Notices/Communications**

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

City:      City of Dayton  
                  Dept. of Police, Chief's Office  
                  335 West Third St.  
                  Dayton, Ohio 45402

Contractor:      Daniel Sampila/Coordinator  
                          6348 N. Milwaukee Ave Suite 383

Chicago, Illinois 60646

**f. Assignments/Subcontractors**

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

**g. Waiver**

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

#### **h. Records**

Contractor shall maintain records related to the total enrollment and specifically the outside enrollment, reflecting the payment made to the City of Dayton, Department of Police for participation at the Academy site.

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

## **CITY OF DAYTON, OHIO**

## POLICE ONE

---

## City Manager

---

Daniel Sampila/Coordinator

**Director and Chief of Police**

---

**Federal I.D. Number**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

Lynn R. Donaldson for  
City Attorney

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

2010

Min./Bk. Pg.

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**Clerk of the Commission**

7.

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

TO: City Manager

Date February 17, 2010

FROM: Office of Economic Development  
Department/Division

Code 40029-2600-1159-44

(CHECK ONE)

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

Fund Title ED Capital

Amount \$ 10,000 (est. payment to City per yr.)  
60,000 (payment to AMPCO)

Supplier/Vendor/Company/Individual:

NAME AMPCO System Parking

ADDRESS 40 North Main Street, Suite 1540

Dayton, OH 45423

Justification and description of purchase, contract or payment:

The Office of Economic Development is requesting approval to enter into a Professional Services Agreement with AMPCO System Parking for management of the City-owned lot located along Monument Avenue east of Patterson Boulevard and north of Monument Avenue in connection with the Deloitte project.

As part of this Agreement, AMPCO will purchase and install parking equipment including automated gates and a card reader system. The City will reimburse AMPCO for the cost of the parking equipment not to exceed \$60,000. The City currently maintains agreements with AMPCO for the Convention Center's transportation garage and the Municipal garage next to City Hall. This additional agreement between the City and AMPCO will tie the new parking lot into the existing Central Access System software needed to operate.

AMPCO will operate and maintain the property and Deloitte will be the sole user of the property Monday through Friday, from 6:00 a.m. to 6:00 p.m. On evenings and weekends, AMPCO will operate the lot for special event parking in order to generate revenue to cover the cost of operating and maintaining the lot. Revenue collected in excess of costs associated with operating and maintaining the lot will be deposited into a revenue account. Since this will be a new parking lot, AMPCO has based the usage of similar locations to project the potential revenue for this lot. Based on those sources, AMPCO is suggesting that revenue will be approximately \$10,000 per year to the City.

The Agreement will begin upon execution and expire on June 30, 2011.

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

Approved Affirmative Action Program on File     Yes

No

NA

Approved by City Commission

Clerk

Date

Division \_\_\_\_\_

Department \_\_\_\_\_

City Manager

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

*By: C. John Chung, Garrett*  
for Finance Director

218110

PROCESSED

Date (To be completed by Finance Dept.)

FEB - 8 2010

CT104943

VALE

CF/CT Number (To be completed by Finance Dept.)

Terms of the Agreement \_\_\_\_\_

Contract Expires: June 30, 2011

Initial Encumbrance Amount: \$ 60,000

Total Commission Approval \$ 60,000

Fund Code: 40029 - 2600 - 1159 - 44 - \_\_\_\_\_  
Fund            Org            Acct            Prog            Activity

Vendor Name: AMPCO Systems Parking

Vendor Address: 40 N. Main St., Suite 1540

Dayton, OH 45402

Federal ID # 952495556

Commodity Code: \_\_\_\_\_

Purpose: Professional services agreement for management of parking lot located at the northeast

corner of Monument Ave. and Patterson Blvd.

Contact Person: Gina Mabelitini

Contact Phone: ext. 3676

Department/Division: CMO/Office of Economic Development

## CERTIFICATE OF REVENUE

### TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name AMPCO PARKING SYSTEMS  
Address 40 N. Main Street  
City Dayton State OH Zip+4 45402 -  
Customer # 27737 Address Location # 34857  
Federal ID# 952495556

*Revenue Information:* Fund 40029 Organization 2600 Revenue 29601 Program 44  
upon

*Contract Information:* Contract Start Date execution Contract Expiration Date 6/30/2011

*Billing Information:* Rate: \$10,000 Arrears \_\_\_\_\_ Pre-bill \_\_\_\_\_  
Monthly (1<sup>st</sup> month of billing) \_\_\_\_\_  
Quarterly (1<sup>st</sup> month of quarter) TBD  
Semi-annual (1<sup>st</sup> month of half) \_\_\_\_\_  
Annual (1<sup>st</sup> month of billing) \_\_\_\_\_  
Other (explain) \_\_\_\_\_  
Rate Change Date \_\_\_\_\_ Rate Change Amount \_\_\_\_\_

*Description of Services (wording on invoice):* AMPCO WILL MANAGE NEW PARKING  
LOT AT THE CORNER OF MONUMENT AVE. AND PATTERSON BLVD.  
REVENUE WILL BE DETERMINED BY RECEIPTS AND EXPENSES BY  
AMPCO. REMAINDER WILL GO TO CITY AS REVENUE.

Departmental Approval

Shelley Dickstein/km

### TO BE COMPLETED BY FINANCE

City Reference Number 7-27737-1 Auditor Am Date 2-8-10

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance

(Rev 4/30/2008)

Betty C. Dillen  
for Cheryl Garrett

## PROFESSIONAL SERVICES AGREEMENT WITH AMPCO SYSTEM PARKING

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and AMPCO System Parking ("Operator"), having its local office located at 40 North Main Street, Suite 1540, Dayton, OH 45423.

### WITNESSETH THAT:

**WHEREAS**, The City has identified a need for certain professional services for its economic development programs, projects and initiatives; and

**WHEREAS**, Operator represented that it is a skilled, experienced and competent consulting firm, with the personnel and equipment to perform the professional services set forth hereinafter for the City's Office of Economic Development.

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

### **SECTION 1. OPERATOR INFORMATION**

Operator is a corporation engaged in the operation and management of parking facilities and has the knowledge, experience and capabilities to efficiently operate the parking facility herein described.

### **SECTION 2. PARKING FACILITY**

The Parking Facility to be managed and operated by the Operator is the certain parcel of real property which is located along Monument Avenue east of Patterson Boulevard and north of Monument Avenue in Dayton, Ohio 45402 and which is a surface parking area, which premises are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

### **SECTION 3. IMPROVEMENTS**

City will provide Operator a sum not to exceed Sixty Thousand Dollars (\$60,000) to reimburse Company for Improvements. For purposes of this Agreement, Improvements include the expenses actually incurred by Company to procure and install parking equipment at the property described in Exhibit A.

Operator will invoice the City for reimbursement of Eligible Project Costs not more frequently than monthly. All invoices shall state the invoice period, state the total amount requested, detail the work and/or services performed, detail the progress on the Project made, and contain such records, information, and/or documentation to substantiate the invoice amount. Unless disputed,

the City will disburse payment within thirty (30) days from receipt of the invoice. Appropriate City inspection personnel will verify all purchases and site work submitted for reimbursement.

#### **SECTION 4. REVENUE AND EXPENSES.**

Operator shall collect revenue for use of the Parking Facility on behalf of City.

Operator shall pay all expenses in connection with the management and operation of the Parking Facility, which expenses include, but are not limited to: salaries of all personnel involved in the parking operation; all operating expenses; permit fees, license fees and assessments lawfully levied or assessed upon the entire premises or structures or improvements at any time situated thereon; all utilities directly attributable to the Parking Facility, including telephone costs; supplies; record keeping; employees' payroll deductions, insurance required by Section 8 of this Agreement, including Workers' Compensation; public liability (Garage Keepers) insurance; security, and all other costs connected or arising out of or in any manner involved in the management and operation of the Parking Facility and the functions to be performed be the Operator hereunder.

Operator shall pay all maintenance costs for the Parking Facility, which maintenance costs shall include, but not to be limited to: parts and labor; electrical; mechanical; plumbing, drainage, water and sanitary; accounting and cash equipment; office furniture and equipment; heating and air conditioning systems; intercom systems; non-electrical facilities and signs; equipment of all kinds; and all other equipment.

The City agrees to reimburse Operator, subject to the limits of the approved budget, for the following operating expenses: management fee, salaries, Social Security taxes, unemployment compensation taxes, and other taxes usually paid by an employer for its personnel; permit fees, license fees and assessments lawfully levied or assessed upon the Parking Facility, structure or improvements; utility charges and costs; costs directly attributable to the operation of the Parking Facility; all maintenance costs including parts and labor, electrical, mechanical, plumbing, drainage, water and sanitary, and other maintenance costs directly attributable to the operation of the Parking Facility; uniforms and laundry service; operating equipment and consumable supplies; and the costs of insurance required pursuant to Section 8 of this Agreement (collectively "Operating and Management Expenses").

On a quarterly basis, Operator shall provide City a settlement statement, which shall include itemized Operating and Management Expenses and revenue collected during the quarter. Quarterly revenue collected by Operator in excess of quarterly Operating and Management Expenses shall be deposited into a revenue account designated by City.

It is expressly provided that no tax revenues or other money of the City, other than moneys reserved for the operation of public transportation facilities or the Parking Facility, shall be obligated in any way under this Agreement.

## **SECTION 5. ASSIGNMENT AND LIMITATIONS ON SUBCONTRACTING**

- A. Restriction against assignment. The City is relying upon the professional skill and experience of Operator. Therefore, assignment of this Agreement by Operator is prohibited.
- B. Limitations on subcontracting. Because the City is relying upon the professional skill and experience of Operator, no part of the professional services to be provided hereunder may be subcontracted by Operator to other organizations or sub-Operators without the prior written and express consent of the City. Any such consent shall be deemed to require, even though not stated in the consent language, that a written contract be used between Operator and such a consented-to subcontractor or sub-Operator (both referred to as "sub-Operator"), that such a contract be approved in advance by the City and contain, unless waived by the City, provisions similar or identical to those in this Agreement. Operator shall, at all times, remain primarily responsible for the professional services and duties it may delegate to any sub-Operator as Operator is for its own performance. The mere fact that Operator used reasonable care in selecting the sub-Operator shall not relieve its primary responsibility nor shall consent by the City to part of the professional services being subcontracted to a sub-Operator or approval of the terms of a contract with a sub-Operator relieve Operator's primary responsibility for the professional services.
- C. Termination of Agreement for Cause. If, through any cause, Operator fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Operator defaults in the performance of any terms or conditions of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Operator specifying the effective date of the termination, at least five (5) days before such effective date. In the event of such termination, Operator will be paid for the professional services actually performed and reasonable expenses incurred up to the effective date of termination.
- D. Termination of Agreement without Cause. The City may terminate this Agreement at any time and without cause upon giving Operator fifteen (15) days prior written notice. The notice of termination shall be made by mailing written notice to Operator by certified mail to its usual place of business. If such termination occurs, Operator will be paid for the professional services actually performed and reasonable expenses incurred up to the effective date of termination.

## **SECTION 6. TERM**

This Agreement shall commence on \_\_\_\_\_, 2010 and it shall expire on June 30, 2011, unless earlier terminated or extended by mutual written agreement. City may renew this Agreement for a maximum of two (2) renewal periods of one (1) year each. Any such renewal of this Agreement shall be reduced to writing and executed by a duly authorized representative of each party to this Agreement and, if required, approved by the Commission of the City of Dayton.

## **SECTION 7. DISPUTE RESOLUTION**

- A. **Mediation Period.** If during the term of this Agreement the parties are unable to resolve a dispute or controversy among themselves, prior to instituting any court action the parties shall first try, in good faith, to settle the dispute by non-binding mediation administered by the Dayton Mediation Center. All mediation proceedings shall take place in Montgomery County, Ohio.
- B. In the event a dispute arises that cannot be resolved through mediation, and one or both parties seek relief through the court, both parties agree to waive their right to a jury trial.

## **SECTION 8. INSURANCE**

Operator shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

1. Professional Liability/Errors and Omissions Insurance, with a One Million Dollar (\$1,000,000) annual aggregate. This annual aggregate amount requirement for professional liability/errors and omissions insurance may be met on a combined basis, i.e., by combining such insurance maintained by Operator with similar insurance maintained by any sub-Operator (to the extent that a sub-Operator is consented to by the City through the process described above in this Agreement).
2. General Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. This policy shall name the City of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

Operator shall also maintain Workers' Compensation Insurance in such amounts as prescribed by law. All policy/policies of insurance to be maintained by Operator pursuant to this Section, excluding Workers' Compensation Insurance, shall provide that the insurance may not be reduced, decreased, cancelled or terminated without thirty (30) days prior written notice to the City. Upon execution of this Agreement, Operator shall furnish the City with a copy of certificates of insurance demonstrating compliance with this Section. Operator shall also provide, upon the City's request, complete copies of any insurance policies required hereunder.

## **SECTION 9. OWNERSHIP OF WORK PRODUCT AND DOCUMENTS**

All work product, including, but not limited to, documents, drawings, analysis, reports, charts, and/or graphs, which are prepared by Operator pursuant to this Agreement shall, upon payment by the City, become the sole and exclusive property of the City.

## **SECTION 10. INDEMNIFICATION**

To the full extent permitted by law, Operator shall indemnify, defend and hold harmless the City and its elected officials, officers, agents, and employees from and against all claims, demands, losses, and expenses, including but not limited to reasonable attorneys' fees, to the extent arising out of or resulting in whole or in part from any negligent act or omission, and/or from any failure

to perform Operator's duties under this Agreement, attributable to Operator its employees, agents, and sub-Operators, and any other person or entity for whose conduct Operator may be liable under Ohio law.

## **SECTION 11. RECORDS**

Operator shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures shall be supported by time records, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Operator shall make available to the City and/or its designees all of its records with respect to all matters covered under this Agreement. Operator will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records.

If Operator performs an independent audit of business financial records, Operator shall require the company or auditor to comply with all applicable GAAP standards that have been developed by the American Institute of Certified Public Accountants.

## **SECTION 12. MISCELLANEOUS**

- A. **Non-Discrimination.** Operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship. It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.
- B. **Remedies.** The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against the exercise of such right.
- C. **Entire Agreement.** This Agreement, together with all Exhibits referred to herein, represents the entire and integrated Agreement between the City and Operator and supersedes all prior negotiations, representations, and Agreements regarding the subject hereof, whether oral or written.
- D. **Independent Contractor Status.** By executing this Agreement for professional services, Operator acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Operator shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. Operator shall have no authority to assume or

create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

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

- E. Amendment. This Agreement may be amended by mutual agreement between the City and Operator. Any such amendment shall be reduced to a writing, which makes specific reference to this Agreement, approved by the City Manager or designee, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.
- F. Applicable Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Operator irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
- G. Political Contributions. Operator affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
- H. Notices. Any notice required under this Agreement shall be deemed to have been given on the date actually received or forty-eight (48) hours having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever occurs earlier. Either party may change its address from time to time by written notice given in this manner.

If to the City:

Amy Walbridge  
Special Projects Administrator  
Office of Economic Development  
City of Dayton, Ohio  
101 W. Third Street  
Dayton, OH 45402

If to Operator:

Jeff Russell, Branch Manager Southern Ohio & Indiana  
AMPCO System Parking  
40 North Main Street, Suite 1540  
Dayton, OH 45423

[Remainder of page intentionally left blank]

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

**AMPCO SYSTEM PARKING**

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

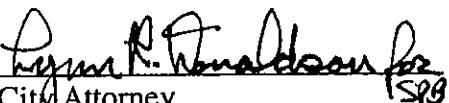
\_\_\_\_\_  
(Name and Title)

Fed Tax Id. # \_\_\_\_\_

**CITY OF DAYTON, OHIO**

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

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

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

\_\_\_\_\_, 2010

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

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

## Exhibit A

### Monument Avenue Parking Lot

situate in the City of Dayton, County of Montgomery, State of Ohio, and being part of Section 4, Township 1, Range 7 MRS 35 conveyed to the City of Dayton in Deed Book 503, Page 201 of the records of said County and being more particularly bounded and described as follows:

Beginning at a point in the north line of Monument Avenue said point being 167.44 feet west of the center line of Foundry Street as measured along the north line of Monument Avenue and 5.00 feet north of the north line of Monument Avenue measured at right angle to the north line of Monument Avenue;

thence along the arc of a curve to the right with a radius of 32.50 feet, 28.17 feet to a point of reverse curve, the chord of the previously described curve bears N 47° 01' W 27.10 feet;

thence northwestwardly along the arc of a curve to the left with a radius of 866.01 feet 67.34 feet to a point, the chord of the previously described curve bears N 26° 15' W a distance of 67.32 feet;

thence N 10° 56' W 188.40 feet to a point;

thence S 39° 33' W 62.31 feet to a point;

thence northwestwardly along the arc of a curve to the left with a radius of 866.01 feet, 77.00 feet to a point of tangency, the chord of the previously described arc bears N 19° 31' W 71.98 feet;

thence N 41° 52' W 6.46 feet to a point in the Miami Conservancy District taken line;

thence northeastwardly along the arc of a curve to the right with a radius of 5726.00 feet, 247.26 feet to a point; the chord of the previously described arc bears N 47° 56' E 247.22 feet;

thence S 17° 08' E 246.90 feet to a point in the north property line of the Miami and Erie Canal Lands;

thence S 52° 28' W 72.19 feet along the line of the Miami and Erie Canal Lands to a point;

thence S 54° 30' W 161.41 feet along the property line of the Miami and Erie Canal Lands to a point and the place of beginning.

Containing 46340 sq. ft. or 1.064 acres;

Montgomery County Auditor's Parcel Number: R72 00901 0003

Prior Deed Reference: 2000-593A01 in the Deed records of Montgomery County, Ohio.

And being:

PARCEL 2: Situate in the City of Dayton, County of Montgomery, State of Ohio, and being all of Lot 3069, part of Lot 3070 of the revised and consecutive lot numbers on the Plat of the said City and adjoining lands. Bounded and described as follows:

Beginning at a point in the north line of Monument Avenue at the southwest corner of Lot 3069.

Thence north  $76^{\circ} 48'$  east with the north line of Monument Avenue and with the south line of Lot 3069, for a distance of 200.0 ft. to the southeast corner of Lot 3069, said point being also the southwest corner of Lot 3070.

Thence north  $76^{\circ} 48'$  east with the north line of Monument Avenue and with the south line of Lot 3070, for a distance of 215.0 ft. to a point, said point being at the point of intersection of the north line of Monument Avenue and the northwest line of Patterson Blvd. as now located.

Thence northeastwardly with the northwest line of Patterson Blvd. on a curve to the left with a radius of 45.0 ft., for a distance of 48.34 ft. to a point.

Thence north  $15^{\circ} 40'$  east with the northwest line of Patterson Blvd., for a distance of 31.0 ft. to a point.

Thence north  $13^{\circ} 32'$  west for a distance of 249.5 ft. to the southerly line of land conveyed by The Miami Conservancy District to the City of Dayton by deed recorded in deed book 503, page 201 of Montgomery County records; thence along said southerly line of land so conveyed to the City of Dayton the following courses and distances: south  $39^{\circ} 28'$  west, for a distance of 124.0 ft. to a point; south  $53^{\circ} 18'$  west 130.0 ft. to a point; south  $54^{\circ} 6'$  west, for a distance of 45.0 ft. to

a point; south  $61^{\circ} 55'$  west, for a distance of 176.4 ft. to the northwest corner of Lot 3069.

Thence south  $13^{\circ} 15'$  east with the west line of Lot 3069, for a distance of 105.0 ft. to the place of beginning, according to a survey by Arthur E. Bauer, Civil Engineer and Surveyor dated March 10, 1948, be the same more or less but subject to all legal highways.

Excepting from the foregoing however, the following described Parcel:

The lands situated in the City of Dayton, County of Montgomery, State of Ohio and being part of Section 4, Town 1, Range 7 MRS and part of Lot No. 3070 of the revised and consecutive numbers of lots as shown on the Plat of the City of Dayton as conveyed to the Equitable Life Assurance Society of the United States in Deed Book 1276, Page 16 of the records of said County and being more particularly described as follows:

Beginning at a point in the south line of Lot No. 3070, and the north property line of Monument Avenue, said point being 130.31 feet east of the southwest corner of said lot; thence north  $13^{\circ} 12'$  west 1.20 feet to a point of curve; thence northeastwardly along the arc of a curve to the left with a radius of 112.50 feet 12.40 feet to a point of compound curve, the chord of the previously described arc bears north  $68^{\circ} 53'$  east, 32.28 feet; thence northeastwardly along the arc of a curve to the left with a radius of 32.50 feet 38.96 feet to a point of compound curve, the chord of the previously described arc bears north  $75^{\circ} 57' 30''$  east, 34.67 feet; thence northwestwardly along the arc of a curve to the left with a radius of 112.50 feet 32.40 feet, the chord of the previously described arc bears north  $16^{\circ} 38'$  west 32.28 feet; thence northwestwardly along the arc of a curve to the left with a radius of 771.01 feet 149.68 feet to a point, the chord of the previously described arc bears north  $30^{\circ} 17'$  west 169.44 feet; thence north  $52^{\circ} 58'$  east 33.81 feet to a point; thence north  $39^{\circ} 35'$  east 62.72 feet to a point; thence southeastwardly along the arc of a curve to the right with a radius of 866.01 feet 159.56 feet to a point, the chord of the previously described arc bears south  $31^{\circ} 55'$  east 159.43 feet; thence south  $13^{\circ} 54'$  east 58.94 feet to a point; thence south  $15^{\circ} 40'$  west 31.00 feet to a point of curve; thence along the arc of a curve to the right with a radius of 43.50 feet 48.45 feet to a point of tangency in the south line of Lot No. 3070, the chord of the previously described arc bears south  $46^{\circ} 16'$  west 47.64 feet; thence south  $76^{\circ} 48'$  west 86.69 feet along the south line of Lot No. 3070 to a point and the place of beginning containing 77,638 square feet or 0.535 acres;

Prior Deed Reference: 2000-593A01 in the Deed records of Montgomery County, Ohio.

And being:

part of Section 4, Town 1, Range 7 MRs., and  
Situate in the City of Dayton, County of Montgomery, State of Ohio and / all of a 0.232 acre  
tract as conveyed to the City of Dayton by lease recorded in Deed Book 619, Page 25, of the Deed  
Records of Montgomery County, Ohio, and being more particularly bounded and described as  
follows:

Starting at the intersection of the north line of Monument Avenue extended eastwardly with the  
center line of Foundry Street; now known as River Corridor Drive;

W  
Thence S 76° 26' 30" along the said north line of Monument Avenue for a distance of 274.11 feet to  
the true point of beginning;

Thence S 76° 26' 30" W along the said north line of Monument Avenue for a distance of 76.37 feet  
to a point of curvature;

Thence westwardly along a curve to the right having a radius of 32.50 feet to a central angle of 32°  
16' 54" for a distance of 18.31 feet to a point on the west line of the Miami and Erie Canal, said west  
line being 15.00 feet west of and parallel to the State transit line as described by S. A. Buchanan in  
1909, tangent to curve at said point bearing N 71° 16' 36" W; Thence N 7° 22' 00" E along the said  
west line of the Miami and Erie Canal for a distance of 161.81 feet to an angle point in the north line  
of the Miami and Erie Canal;

Thence N 54° 03' 26" E along the said north line of the Miami and Erie Canal for a distance of 32.72  
feet to a point;

Thence S 15° 29' 19" E for a distance of 168.72 feet to the point of beginning.

Containing 0.232 acres, more or less.

Montgomery County Auditor's Parcel Number: R72 00901 0005

Prior Deed Reference: 2000-593A01 in the Deed records of Montgomery County, Ohio.

8.

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

TO: City Manager

FROM: Planning & Community Development  
Division of Housing and Neighborhood Development

(CHECK ONE)

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

Date February 17, 2010

Code 26611-2330-1159-32

Fund Title NSP-Federal Neighborhood Stabilization Program  
Amount \$ 350,000.00

Supplier/Vendor/Company/Individual:  
NAME Dayton Ohio Habitat for Humanity  
ADDRESS 1041 S. Patterson Blvd.  
Dayton, OH 45409

Justification and description of purchase, contract or payment:

**Purchase and Rehabilitation Program**

The Department of Planning and Community Development is requesting approval of an agreement with Dayton Ohio Habitat for Humanity in the amount of \$350,000.00 of Federal Neighborhood Stabilization Program (NSP) funds to administer a purchase and rehabilitation program for foreclosed single-family homes.

Once properties have been rehabilitated they will be sold to households with incomes at or below 50% Area Median Income (AMI). Activities related to this program will take place in the following neighborhoods: Wesleyan Hills, Princeton Heights, Cornell Heights, College Hill, Northern Hills, Hillcrest, Santa Clara, Roosevelt, Westwood, DeWeese, MacFarlane, University Row, Fairview, Mt. Vernon, Wolf Creek, Wright Dunbar, Five Points, Northridge Estates and North Riverdale. Up to seven structures over an eighteen month period will be completed. The maximum net NSP subsidy will not exceed \$50,000 for each unit.

This agreement shall begin upon execution by all parties and shall terminate when all funds have been exhausted or December 31, 2013, whichever comes first.

A Certificate of Funds and Map are attached.

Approved Affirmative Action Program on File     Yes

No

NA

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Division

Department

City Manager

*John D. Howerton*  
*City Manager*

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

Cheryll Smitz 2/2/10  
Finance Director

11/12/2010

Date (To be completed by Finance Dept.)

CT 104928

CF/CT Number (To be completed by Finance Dept.)

Terms of the Agreement 3 year(s)

Initial Encumbrance Amount: \$350,000.00 Total Commission Approval \$350,000.00

Fund Code: 26611 - 2330 - 1159 - 32 - NA  
Fund Org Acct Prog Activity

Vendor Name: Dayton Ohio Habitat for Humanity

Vendor Address: 1041 S. Patterson Blvd.  
Dayton, OH 45402

Federal ID # 31-1104456

Commodity Code: N/A

Purpose: Federal Neighborhood Stabilization Program (NSP) funds to administer a purchase and rehabilitation program for foreclosed single-family homes. Once properties have been rehabilitated they will be sold to households with incomes at or below 50% AMI. Activities related to this program will take place in the following neighborhoods: Wesleyan Hills, Princeton Heights, College Hill, Cornell Heights, Northern Hills, Hillcrest, Santa Clara, Roosevelt, Westwood, DeWeese, MacFarlane, University Row, Fairview, Mt. Vernon, Wolf Creek, Wright Dunbar, Five Points, Northridge Estates and North Riverdale. Up to ten structures over an eighteen month period will be completed. The maximum net NSP subsidy will not exceed \$50,000 for each unit.

Contact Person: Shenise Turner

Contact Phone: 333-3688

Department/Division: Planning and Community Development / Housing and Neighborhood Dev.

**SUBRECIPIENT AGREEMENT**  
**FEDERAL NEIGHBORHOOD STABILIZATION PROGRAM**  
**PURCHASE AND REHABILITATION PROGRAM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, is between THE CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio, hereinafter called "City," and DAYTON OHIO HABITAT FOR HUMANITY, Inc., a not-for-profit corporation organized under the laws of the State of Ohio, hereinafter called "Subrecipient."

WHEREAS, the City has applied for and received funds from the United States Government under Section 2301(c)(2) of the Housing and Economic Recovery Act of 2008, (HERA), Public Law 110-289; and

WHEREAS, the City enters into agreement with the Subrecipient for the sole express purpose of providing for the performance of the Neighborhood Stabilization Program (NSP); and

WHEREAS, the City wishes to engage the Subrecipient to render certain services and assistance in connection with The United States Department of Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) funds to stabilize Dayton neighborhoods;

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

The City shall make available to Subrecipient, the City's NSP funds, in the amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) for the work and services for the program to be provided by the Subrecipient pursuant to this Agreement as set out in Section I "Scope of Service."

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering the NSP in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will provide the purchase and rehabilitation of residential properties that have been abandoned or foreclosed upon.

Subrecipient shall comply with the requirements of the 24 CFR 570.201. Subrecipient shall also comply with all other applicable federal, state and local laws, regulations, and policies governing NSP funds and use thereof. Subrecipient further agrees to use funds

available under this Agreement to supplement rather than supplant funds otherwise available.

**B. National Objectives**

All activities funded with NSP funds must meet the NSP objective to benefit low, moderate, and middle income persons. This Subrecipient Agreement will use NSP funds for the purchase and rehabilitation of residential properties that have been abandoned or foreclosed upon which will benefit households with incomes at or below 50% AMI.

**C. Levels of Accomplishment – Goals and Performance Measures**

The Subrecipient agrees to provide the following levels of program services for the purchase and rehabilitation of residential properties that have been abandoned or foreclosed upon. Once properties have been rehabbed they will be sold or leased to households with incomes at or below 50% AMI. Activities related to this program will take place in six NSP eligible neighborhoods. Up to seven structures over an eighteen month period will be purchased, renovated and sold or leased with the maximum net NSP subsidy for each unit that will not exceed \$50,000.

**D. Performance Monitoring**

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

**E. Work Write-Ups and Rehabilitation Standards**

For each eligible unit to be assisted, the Subrecipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used and industry or regulatory standards to be met. Applicable rehabilitation standards are set forth in the 2008 Residential Rehabilitation Standards, published by the Ohio Department of Development.

**II. TERM AND PERFORMANCE**

This Agreement shall begin upon execution by the City of Dayton and shall terminate when all funds have been exhausted, or on December 31, 2013, whichever comes first. The term of this Agreement and the provisions herein shall be extended to cover any

additional time period during which the Subrecipient remains in control of NSP funds or other NSP assets, including program income.

### **III. GRANT OF FUNDS AND PAYMENT**

The City shall make available to the Subrecipient the City's 2009 NSP funds, in the amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) for the work and services for the program to be provided by the Subrecipient pursuant to this Agreement as set out in Section IV. "Budget."

### **IV. BUDGET**

Acquisition Costs	\$70,000
Permits, Plans, Energy Star Testing	\$8,400
Site Development, Engineering, Tap-ins	\$15,225
Concrete/Masonry	\$5,950
Framing/Trim	\$33,950
Exterior Finishes/Insulation	\$23,625
Interior Finishes	\$68,250
Mechanicals/Licensed	\$101,500
General Job Costs	\$23,100
 TOTAL PROJECT COST	
	\$350,000

#### **A. PRE-DEVELOPMENT BUDGET ADVANCE**

All acquisitions and rehabilitation shall be reimbursed at cost, provided there is sufficient documentation to substantiate said costs. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Subrecipient agrees that all properties to be acquired must be approved by the City prior to entering into a contract to purchase real property. Subrecipient shall provide to the City, cost estimates of the property to be acquired, before requesting approval to enter into a purchase contract. Approval from the City may be in the form of an email, memo or letter.

## **V. PAYMENT**

The City shall pay Subrecipient within 30 days of receipt of an invoice and supporting documentation that substantiated the request for payment. The Subrecipient shall bill no more than once per month. At minimum, each invoice must contain the following:

1. Property Address (only one address per invoice)
2. General description of activities to be reimbursed
3. Documentation supporting the reimbursement request (paid invoice, canceled check, receipts, etc.)
4. Project summary showing line item completion status and percentages remaining.

## **VI. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

The City of Dayton

Shenise Turner,  
Community Service Advisor  
101 W. Third Street  
Dayton, Ohio 45402  
(937) 333-3688 (o)  
(937) 333-4281 (f)  
shenise.turner@cityofdayton.org

Dayton Ohio Habitat for Humanity, Inc.

Diane Graham,  
Executive Director  
1041 S. Patterson Blvd.  
Dayton, Ohio 45402  
(937) 586-0860 ext.13 (o)  
(937) 586-0861 (f)  
dgraham@daytonhabitat.org

## **VII. PRIORITY FOR AREAS OF GREATEST NEED**

In distributing NSP funds, the City is to give priority emphasis and consideration to those metropolitan areas, metropolitan cities, urban areas, rural areas, low and moderate income areas, and other areas with the greatest need, including those –

- (A) with the greatest percentage of home foreclosures
- (B) with the highest percentage of homes financed by subprime mortgage related loans;
- (C) identified by the State or unit of general local government as likely to face a significant rise in the rate of home foreclosures.

The City (and subrecipient) has (have) determined that the target areas shall be Census Tract #: 1, 3, 4, 6, 11, 8.01, 8.02, 16, 36, 37, 39.

## **VIII. ACQUISITION**

The acquisition price must be at a 1% discount from the current market - appraised value. If the purchase is below \$25,000.00 the value may be determined by the Montgomery County Auditor's Office. If the offer price exceeds \$25,000.00 then a full market appraisal must be completed.

## **IX. CONTINUED AFFORDABILITY**

The City and the Subrecipient shall ensure, to the maximum extent practicable and for the longest feasible term, that the sale, rental, or redevelopment of abandoned and foreclosed upon homes and residential properties under this section remain affordable to individuals or families whose income does not exceed 50 percent of area median income. The City has adopted the HOME program standards at 24 CFR 92.254 to be in minimal compliance with this affordability standard, based on the net amount of NSP funds in the project. The affordability period shall be:

<b>NSP funds per unit:</b>	<b>Minimum years of affordability:</b>
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15
New Construction	20

## **X. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) to the extent required of the City in the Notice published in the Federal Register Vol. 73, No. 194, October 6, 2008 beginning at page 58330. However, (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Contractor**

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

**C. Indemnification**

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

**E. Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount of Fifty Thousand Dollars (\$50,000.00). The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

**F. The City Recognition**

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source which includes the U.S. Department of Housing and Urban Development. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with

funds made available under this Agreement. Appropriate signage should be displayed in each target area.

#### **G. Amendments**

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

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

#### **H. Suspension or Termination**

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

## **XI. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations.” These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in the October 6, 2008 Notice at Section 0, that are pertinent to the activities to be funded under this Agreement. Such records shall use the online DRGR System . Requirements may include:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the NSP;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with NSP assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

## **2. Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later. Records pertaining to program income should be retained for a four-year period which begins with the expenditure of the program income. Records pertaining to affordability should be retained for four years after the affordability period expires.

## **3. Client Data**

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

## **4. Disclosure**

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

## **5. Close-outs**

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining

the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over NSP funds, including program income.

## **6. Audits & Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and OMB Circular A-133.

## **C. Reporting and Payment Procedures**

### **1. Program Income**

The Subrecipient shall report "monthly" all program income (Section N of the October 6, 2008 Notice) generated by activities carried out with NSP funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth in the October 6, 2008 Notice. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City. Any program income received after July 30, 2013 shall be promptly remitted to the City of Dayton on a monthly basis.

### **2. Payment Procedures**

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be

adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

### **3. Progress Reports**

The Subrecipient shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City.

## **D. Procurement**

### **1. Compliance**

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

### **2. OMB Standards**

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

### **3. Travel**

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

## **E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any NSP funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control is governed by the continued affordability special condition in Section VI. If the Subrecipient fails to use NSP assisted real property in a manner that meets the National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of NSP funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period specified in 24 CFR 570.503.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **XII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 except as modified by the October 6, 2008 Notice. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **XIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

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

## **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

## **3. Land Covenants**

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

## **4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## **B. Affirmative Action**

### **1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

### **2. Women and Minority-Owned Businesses (W/MBE)**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises (15% utilization goal), and women's business (5% utilization goal) enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. Access to Records**

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

**4. Notifications**

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

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

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

**6. Subcontract Provisions**

The Subrecipient will include the provisions of Paragraphs XIII. A. Civil Rights, and B. Affirmative Action, (above) in every subcontract or purchase order,

specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**C. Employment Restrictions**

**1. Prohibited Activity**

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

**2. Labor Standards**

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

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

**3. “Section 3” Clause**

**a. Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135,

and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements of an annual 10% Section 3 employment goal; an annual 5% Section 3 sub-contracting goal and an annual 15% MBE and 5%FBE contracting/sub-contracting goal and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the NSP funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the NSP funded project is

located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

**b. Notifications**

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

**c. Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**4. Drug Free Workplace**

Subrecipient will comply with the requirements for a Drug-Free Workplace found at 24 CFR 21.

**D. Conduct**

**1. Assignability**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under

this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**2. Subcontracts**

**a. Approvals**

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

**b. Monitoring**

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

**c. Content**

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

**d. Selection Process**

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

**3. Hatch Act**

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

**4. Conflict of Interest**

NSP is considered part of CDBG.

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

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

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. The lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **6. Religious Activities**

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

## **XIV. ENVIRONMENTAL CONDITIONS**

### **A. Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint**

The Subrecipient agrees that NSP funded Activities are governed by 24 CFR 35 subpart A,B, J, K, and R. Such regulations pertain to all NSP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XV. 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.

## **XVI. SECTION HEADINGS AND SUBHEADINGS**

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

## **XVII. WAIVER**

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

## **XVIII. ENTIRE AGREEMENT**

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

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the City and Subrecipient, each by a duly authorized representative, have executed this First Amendment as of the date first above written.

**CITY OF DAYTON, OHIO**

**DAYTON OHIO HABITAT FOR  
HUMANITY, INC.**

---

City Manager

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

Its: \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

Ronald R. McDonald Jr.  
City Attorney

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

\_\_\_\_\_, 2010

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

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Clerk of the Commission

**EXHIBIT A**  
**“Scope of Services”**  
**Dayton, Ohio Habitat for Humanity, Inc.**

**SCOPE OF SERVICES**

**A. Principal Tasks**

**1) Refinement of housing rehabilitation program plans, procedures and forms:**

The Contractor, Dayton Ohio Habitat for Humanity, Inc. is continuing the rehabilitation of single family homes throughout the City. These funds will be used for the purchase and rehabilitation of up to 7 single-family housing units that are affordable to, and occupied by households that are at or below 50% of the area median income adjusted for family size.

The homes will be rehabilitated as part of Habitat's affordable housing program. Those homes are rehabbed with a mix of paid and volunteer labor and new materials. These homes will be rehabilitated to complement adjacent structures.

**2) Outreach:**

- To encourage private investment in Dayton neighborhoods.
- To encourage volunteerism in Dayton.
- To strengthen Dayton neighborhoods through economic and racial integration.
- To increase the supply and availability of safe, decent, and affordable housing for low and moderate-income residents.
- To improve the condition of the housing stock in Dayton.
- To assist in neighborhood revitalization objectives.

**B. Staffing**

The Subrecipient shall assign the following staff as Key Personnel to the housing rehabilitation program:

<b>Key Personnel</b>	
Diane Graham	Executive Director
Gail Basine	Family Service Director
Frieda Brigner	Development Director
Gary Luttrell	Finance Director
Norm Miozzi	Director of Field Operations

**C. Project Schedule**

Unless amended by mutual written agreement by the Subrecipient and The City, Habitat for Humanity will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule attached as Exhibit 1.

**D. Line Item Budget**

**Acquisition Costs - Lots** \$70,000.00  
7 lots @ \$10,000.00 each

**Permits, Plans, Energy Star** \$8,400.00  
Building permits, plans  
Energy Star testing  
7 houses @ \$1,200.00 each

**Site Development, Engineering, Tap-ins** \$15,225.00  
EPA Survey  
Site Survey/Staking  
Clearing, grading, hauling  
Tap-in fees/utilities  
Equipment rental  
Landscaping/seed/sod  
7 houses @ \$2,175.00 each

**Concrete/Masonry** \$5,950.00  
Footers, foundation walls, material/labor  
Gravel  
Driveway, walks, porches, material/labor  
Public walks, curb, apron, pads  
Drainage/waterproofing  
7 houses @ \$850.00 each

**Framing and Trim** \$33,950.00  
Floor system  
Exterior doors and windows  
Exterior porches/decks

Interior trim and doors  
Shed package  
7 houses @ \$4,850.00 each

<b>Exterior Finishes and Insulation</b>	<b>\$23,625.00</b>
Insulation	
Siding and gutters	
Roofing materials and labor	
7 houses @ \$3,375.00 each	
 <b>Interior Finishes</b>	 <b>\$68,250.00</b>
Drywall material and labor	
Paint	
Cabinets/countertops	
Flooring	
Bath fixtures	
Light fixtures	
Appliances	
Blinds, shelves, medicine cabinet, hardware	
7 houses @ \$9,750.00 each	
 <b>Mechanicals/Licensed</b>	 <b>\$101,500.00</b>
Plumbing materials and labor	
HVAC materials and labor	
Electrical materials and labor	
7 houses @ \$14,500.00 each	
 <b>General Job Costs</b>	 <b>\$23,100.00</b>
Portolets, dumpsters, security	
Temporary utilities	
Lawn and tool kit	
Property taxes, closing costs	
Miscellaneous	
7 houses @ \$3,300.00	
 <b>TOTAL</b>	 <b>\$350,000.00</b>

#### **METHOD OF COMPENSATION/SCHEDULE OF PAYMENTS**

##### **A. Escrow Expenses**

The Subrecipient may draw down funds (against the "Lease/Purchase Set-up" budget line item) to establish escrow accounts for property maintenance reserves, and rental operating reserves for each property. The amount of the reserves will be based upon the affordability determination of each family monthly lease/purchase payment. The Maintenance reserve shall be the equivalent of six months of 10% of the monthly

lease/purchase payment. The Operating reserve shall be the equivalent of six months of 15% of the monthly lease/purchase payment. The funds shall be deposited in a separate interest bearing account in the name of Habitat for Humanity for the property address.

**B. Direct Rehabilitation Expenses**

The Subrecipient shall establish through the Pre-Development funding allocation, a 'Revolving Construction Fund' for payment of contractors approved work. The fund balance shall be maintained at \$50,000 until depleted as a result of the completion of the full contract. Payments to contractors from 'Revolving Construction Fund' account should be made on the basis of work completed, with a set-off of at least 10 percent until final inspection and sign-off of the completed rehabilitation by the Subrecipient's staff and property owner.

**C. Project Matrix**

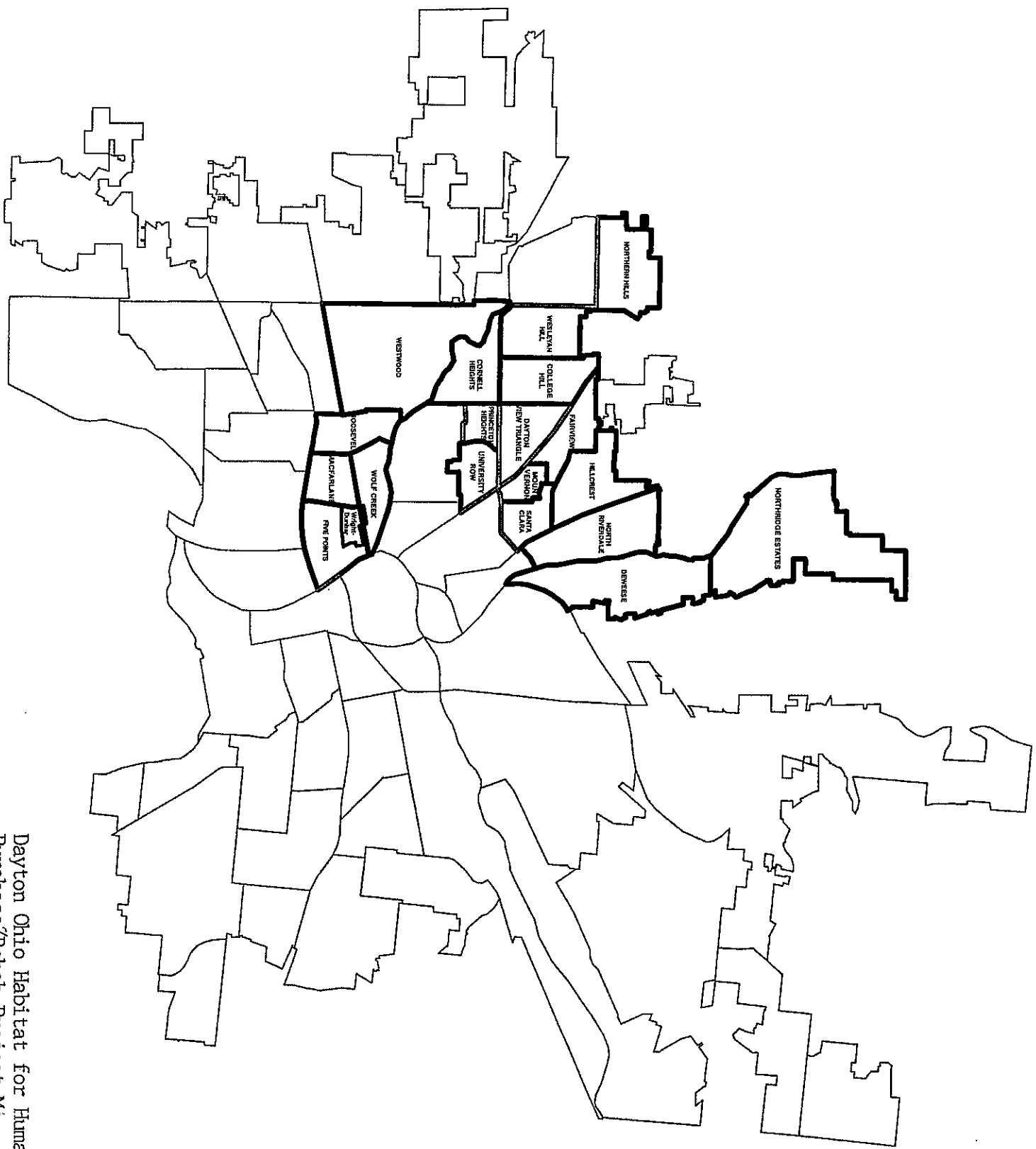
16 Week Rehab Schedule	
Weeks	Task Description
0	<b>Acquisition/Pre-Construction</b> <ul style="list-style-type: none"><li>• Assess building</li><li>• Plans and specs</li><li>• Develop scope of work</li><li>• Order environmental review</li></ul>
1	<b>Permits/Planning</b> <ul style="list-style-type: none"><li>• Submit plans for review</li><li>• Submit for bid proposals</li><li>• Temporary utilities/permits</li></ul>
2	<b>Permits/Pre-Build</b> <ul style="list-style-type: none"><li>• Permit building/zoning</li><li>• Assess site conditions</li><li>• Verify volunteer labor</li><li>• Order dumpster/portolet</li></ul>
3	<b>Demolition – Interior</b> <ul style="list-style-type: none"><li>• Demo walls/floors/bath/kitchen</li><li>• Demo mechanicals/HVAC/electric</li></ul>

## 16 Week Rehab Schedule

4	<p><b>Demolition – Exterior</b></p> <ul style="list-style-type: none"> <li>• Remove/replace windows/doors</li> <li>• Remove/replace siding, components and roofing</li> <li>• Remove/replace decking/railing</li> </ul>
5	<p><b>Reframe/install new mechanical systems</b></p> <ul style="list-style-type: none"> <li>• Reframe interior as needed</li> <li>• Install new HVAC, plumbing, and electrical as needed</li> </ul>
6	<p><b>Insulation/Start Drywall</b></p> <ul style="list-style-type: none"> <li>• Finish roof</li> <li>• Continue siding, fascia &amp; soffit</li> <li>• Install insulation</li> <li>• Drywall ceilings/walls</li> <li>• Finish rough electric-inspect</li> <li>• Finish rough plumbing-inspect</li> <li>• Finish rough heat-inspect</li> </ul>
7	<p><b>Drywall/siding</b></p> <ul style="list-style-type: none"> <li>• Finish hang drywall</li> </ul>
8	<p><b>Drywall</b></p> <ul style="list-style-type: none"> <li>• Finish drywall</li> <li>• Repair exterior concrete as needed</li> </ul>
9	<p><b>Paint walls</b></p> <ul style="list-style-type: none"> <li>• Repair landscaping as required</li> <li>• Paint walls</li> <li>• Complete concrete flat work</li> </ul>
10	<p><b>Interior trim/doors</b></p> <ul style="list-style-type: none"> <li>• Hang interior doors</li> <li>• Install bathroom accessories</li> <li>• Trim windows</li> <li>• Install door hardware</li> </ul>

## 16 Week Rehab Schedule

<b>11</b>	<b>VCT/Kitchen cabinets</b> <ul style="list-style-type: none"> <li>• Install kitchen and bath cabinets</li> <li>• Install VCT flooring</li> </ul>
<b>12</b>	<b>Finish Mechanicals</b> <ul style="list-style-type: none"> <li>• Finish electric-inspect</li> <li>• Finish plumbing-inspect</li> <li>• Finish heat-inspect</li> <li>• Install kitchen countertops</li> </ul>
<b>13</b>	<b>Finish detail (punch items)</b> <ul style="list-style-type: none"> <li>• Check all paint</li> <li>• Clean everything</li> <li>• Lay carpet</li> <li>• Hang blinds</li> <li>• Install storm doors</li> <li>• Install appliances</li> </ul>
<b>14</b>	<b>Complete all punch items</b>
<b>15</b>	<b>Homeowner orientation</b>
<b>16</b>	<b>Dedication ceremony</b>



Dayton Ohio Habitat for Humanity  
Purchase/Rehab Project Map



Ohio Department of Public Safety  
DIVISION OF HOMELAND SECURITY  
<http://www.homelandsecurity.ohio.gov>

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2808.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List)

Any answer of 'yes' to any question, or the failure to answer 'no' to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, 'material support or resources' means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME  FIRST NAME  M

HOME ADDRESS

STATE  ZIP  COUNTY

HOME PHONE  WORK PHONE   
1937-586-0860

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME  FIRST NAME  M   
Graham  Diane

BUSINESS/ORGANIZATION NAME  PHONE   
Dayton Ohio Habitat for Humanity Inc. 1937-586-0860

BUSINESS ADDRESS   
1041 S Patterson Blvd   
STATE  ZIP  COUNTY   
Dayton OH 45402  Muncie

### DECLARATION

In accordance with section 2808.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either 'yes' or 'no' in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
5. Have you committed an act, that you know, or reasonably should have known, affords 'material support or resources' to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terror?  Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. This request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request form and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, I will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the 4th degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this a certification on behalf of the company, business or organization referenced on page 1 of this declaration.

*X Sean K. Graham*  
APPLICANT SIGNATURE

*2/11/10*  
DATE



## MEMORANDUM

February 10, 2010

**TO:** Timothy H. Riordan, City Manager  
City Manager's Office

**FROM:** Aaron K. Sorrell, Manager *AKS*  
Division of Housing and Neighborhood Development  
Department of Planning and Community Development

**SUBJECT:** **Dayton Ohio Habitat for Humanity-Neighborhood Stabilization Program (NSP) Subrecipient Agreement**

Attached for your review and placement on the February 17, 2010 City Commission calendar is a Subrecipient Agreement with Dayton Ohio Habitat for Humanity in the amount of \$350,000.00 of Federal Neighborhood Stabilization Program (NSP) funds.

Habitat for Humanity will administer a purchase and rehabilitation program of foreclosed single-family homes in the following neighborhoods: Wesleyan Hills, Princeton Heights, Cornell Heights, College Hill, Northern Hills, Hillcrest, Santa Clara, Roosevelt, Westwood, DeWeese, Wright Dunbar, Five Points, Wolf Creek, MacFarlane, University Row, Fairview, Mt. Vernon, Northridge Estates and North Riverdale. The rehabilitated homes will be sold to income qualified homebuyers.

If you have any questions or require additional information, please call Shenise Turner at extension 3688.

**APPROVED:**

*John D. Gower*  
\_\_\_\_\_  
John D. Gower, Director  
Department of Planning and Community Development

AKS/snt

Attachments

c: Ms. Turner  
Ms. McIntosh

9.

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

TO: City Manager

Date February 17, 2010

FROM: Planning & Community Development/Housing &  
Neighborhood Development  
Department/Division

Code 25012-2330-1159-32  
25013-2330-1159-32

(CHECK ONE)

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

Fund Title Montgomery County – HMIS  
Montgomery County – Admin

Amount \$ \$ 110,000

Supplier/Vendor/Company/Individual:

NAME Montgomery County, OH

ADDRESS 451 W. Third Street

Dayton, Ohio 45422

Justification and description of purchase, contract or payment:

**HOMELESSNESS PREVENTION & RAPID-REHOUSING PROGRAM INTERGOVERNMENTAL AGREEMENT**

Approval is requested to enter into an Intergovernmental Agreement with Montgomery County, OH for \$110,000.00. Fifty-thousand (\$50,000) will be used for the Homeless Information Management System (HMIS) and \$60,000 will be used to fund a Program Coordinator position. The City of Dayton has been awarded \$2,595,505.00 in Homelessness Prevention and Rapid-Rehousing (HPRP) funding from the U.S. Department of Housing & Urban Development (HUD) to reduce homelessness caused by the recession and other factors. Montgomery County will hire a Program Coordinator, in conjunction with the City of Dayton, to oversee the day to day operations of the HPRP program. Montgomery County will also maintain the HMIS for the City of Dayton, which is the data tracking software required for the administration of the HPRP grant.

The Homelessness Prevention and Rapid Rehousing Program (HPRP) was created by the American Reinvestment and Recovery Act to reduce homelessness caused by the recession and other factors. HPRP is designed to provide one-time or temporary housing assistance to households who would be homeless but for the assistance and who have a likelihood of being stable in housing after HPRP assistance ends. The program is being implemented under the Homeless Solutions Community Ten Year Plan which recommends developing a comprehensive Homelessness Prevention system as a key principle. Community outcomes for the HPRP include reducing the number of households who enter the homeless system, reducing the length of time households spend in shelter and providing sufficient assistance to prevent entry into shelter after HPRP assistance ends.

This Agreement shall commence upon execution, and it shall expire August 1, 2012.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File  Yes

No

NA

Approved by City Commission

John D. Slawinski  
Division

Clerk

John D. Slawinski  
Department

Date

John D. Slawinski  
City Manager

## CERTIFICATE OF FUNDS

I hereby certify that the amount of money required to meet the payments called for in the aforesaid request has 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.

*Cheryl Garrett*  
Cheryl Garrett  
Finance Director  
2/5/10  
Date (To be completed by Finance Dept.)  
CT104941  
CF/CT Number (To be completed by Finance Dept.)

PROCESSED

FEB - 5 2010

*JAK*

Terms of the Agreement 2 year(s) 6 month(s)

Initial Encumbrance Amount: \$60,000.00 Total Commission Approval \$60,000.00

Fund Code: 25013 - 2330 - 1159 - 32 - N/A  
Fund                    Org                    Acct                    Prog                    Activity

Initial Encumbrance Amount: \$50,000.00 Total Commission Approval \$50,000.00

Fund Code: 25012 - 2330 - 1159 - 32 - N/A  
Fund                    Org                    Acct                    Prog                    Activity

Vendor Name:        Montgomery County, Ohio

Vendor Address:     451 W. Third Street  
                          Dayton, OH 45422

Federal ID # 31-6000172

Commodity Code: Not Applicable

Purpose: To support the salary for the HPRP Coordinator that will serve as the liaison for both the City of Dayton and Montgomery County with the HPRP Subrecipients and the maintenance of the Homeless Information Management System (HMIS).

Contact Person: Amy Riegel

Contact Phone: 333-3814

Department/Division: Planning and Community Development/Housing and Neighborhood Development

*REFER TO RESOLUTION NO 10-0105  
DATED 1/19/10*

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 between the Board of County Commissioners of Montgomery County, Ohio (the "County") and the City of Dayton, Ohio, (the "City").

### WITNESSETH THAT:

WHEREAS, The United States Department of Housing and Urban Development ("HUD") awarded the City and County grant funding under the "Homelessness Prevention and Rapid Rehousing Program" ("HPRP"), as authorized by Title XII of the American Recovery and Reinvestment Act of 2009;

WHEREAS, the City and County recognized the importance of providing a single cohesive program within Montgomery County to administer HPRP funding;

WHEREAS, Montgomery County's Office of Family and Children First provide Homeless Management Information System ("HMIS") support to the current homeless assistance system, HUD requires that HMIS be used by HPRP providers;

WHEREAS, the City and County have agreed that there is a need for an HPRP Program Coordinator to manage the program implementation; and

WHEREAS, Montgomery County has requested that the City of Dayton contribute \$60,000.00 for the Program Coordinator and \$50,000 to support HMIS as described in the "Scope of Services" attached to this Intergovernmental Agreement.

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

#### I. SCOPE OF WORK

The County shall hire a HPRP Program Coordinator and allocate other resources to perform the services set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

#### II. PAYMENT

The City agrees to pay the County no more than Sixty Thousand Dollars (\$60,000) for HPRP Administration and Fifty Thousand Dollars (\$50,000) for HMIS Management. Total payment to the County under this Agreement shall not exceed One Hundred and Ten Thousand Dollars (\$110,000). The City will provide the HPRP Administration funding to the County in three (3) equal installments of Twenty Thousand dollars (\$20,000) annually with the first payment not before March 1, 2010 and the last payment no later than August 1, 2012. The County will invoice the City on a reimbursement basis for the HMIS Management and Administration funding. As necessary, invoicing will be submitted monthly for charges incurred by the County in 30 day increments. All invoices shall be accompanied by a description of the work performed during the time period covered by the invoice. The County can invoice for eligible expenditures that were incurred from August 14, 2009, the date the HPRP Grant Agreement was approved by HUD, until July 31, 2012.

#### III. TERM

This Agreement shall commence upon execution by both parties and shall expire on August 1, 2012.

#### **IV. TERMINATION**

This Agreement may be terminated by either party upon notice, in writing, delivered to the other party thirty (30) days prior to the effective date of termination.

#### **V. LIABILITY**

The parties hereby agree to release each other from any liability that may be caused by or arise out of the wrongful and/or negligent conduct of the parties' respective employees and agents in the performance of the Project. Notwithstanding, neither party hereby waives any available immunity under the law.

#### **VI. AMENDMENT**

The parties may amend this Agreement, at any time, provided that no amendment is effective unless it is reduced to writing, which makes specific reference to this Agreement, executed by a duly authorized representative of each party to this Agreement, and if required or applicable, approved by the Commission of the City of Dayton, Ohio and the Montgomery County Board of County Commissioners.

#### **VII. NOTICES**

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

##### Montgomery County, Ohio

Office of Family and Children First  
451 W. Third Street, 9<sup>th</sup> FL  
Dayton, OH 45422-3100  
Attn: Joyce Probst MacAlpine  
(937) 225-4218 / fax: (937) 496-7714  
[macalpinej@mcohio.org](mailto:macalpinej@mcohio.org)

##### City of Dayton, Ohio

Dept. of Planning and Community Dev.  
101 W. Third Street  
Dayton, OH 45402  
Attn: Amy Riegel  
(937) 333-3814 / fax (937) 333-4281  
[amy.riegel@cityofdayton.org](mailto:amy.riegel@cityofdayton.org)

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

#### **VIII. SEVERABILITY**

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

#### **IX. GOVERNING LAW**

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

**X. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

The County 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 recruiting advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

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

**XI. ENTIRE AGREEMENT/INTEGRATION**

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

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

**CITY OF DAYTON, OHIO**

City Manager

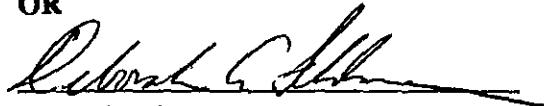
**BOARD OF COUNTY COMMISSIONERS  
MONTGOMERY COUNTY, OHIO**

Dan Foley

Judy Dodge

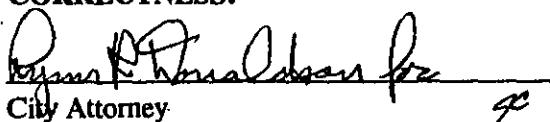
Deborah Lieberman

OR

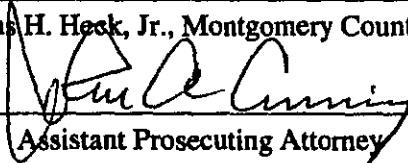
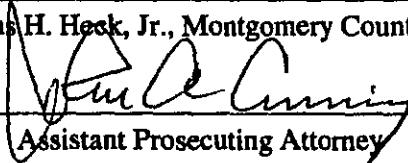


Deborah Feldman  
Montgomery County Administrator

**APPROVED AS TO FORM AND  
CORRECTNESS:**

  
Bryan R. Ross  
City Attorney

**APPROVED AS TO FORM:**

  
Mathias H. Heck, Jr., Montgomery County Prosecutor  
BY   
Vicki A. Canning  
Assistant Prosecuting Attorney

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

, 2010

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

Clerk of the Commission

**EXHIBIT A**  
**Scope of Services**

**A. BACKGROUND**

The American Recovery and Reinvestment Act (ARRA) created the Homelessness Prevention and Rapid Rehousing Program (HPRP) to help prevent homelessness for households affected by the recession and to end homelessness for households who have entered a community's homeless shelter system. Nationally \$1.5 billion is available through HPRP to pay rent, utilities, and related housing costs for eligible households. The Department of Housing and Urban Development (HUD) is administering HPRP.

**B. HPRP RESOURCES**

The following HPRP resources are available to residents of Montgomery County including the City of Dayton:

Dayton	\$2,595,505
Montgomery County	759,496
Montgomery County (State of Ohio)	<u>648,200</u>
<b>TOTAL</b>	<b>\$4,003,201</b>

The funding is anticipated to be available for three years from September 1, 2009 to August 31, 2012. HUD requires that sixty percent of the funding be expended by August 30, 2011. Final close-out of the program must be completed within 60 days of the program completion date.

**C. CITY AND COUNTY COLLABORATION**

Staff from the City of Dayton and Montgomery County will work collaboratively to develop the local HPRP program under the auspices of the regulations set forth by HUD and in coordination with the Prevention recommendations from the Homeless Solutions Community 10-Year Plan. All aspects of HPRP implementation will be managed jointly by the City and County except contracting with organizations for specific HPRP functions and financial monitoring and reporting.

**D. HPRP PROGRAM COORDINATOR**

The Montgomery County Board of County Commissioners will employ a full-time HPRP Program Coordinator to handle the day-to-day programmatic operations of the program under the joint management of the City of Dayton and Montgomery County. The Program Coordinator will perform administrative and program activities including:

- monitor HPRP grantees program compliance according to both the City and County procedures,
- prepare program reports,
- train organizations in the various HPRP functions,
- facilitate regular HPRP grantee meetings,
- represent HPRP at selected community events,
- authorize selected HPRP financial assistance payments for HPRP client services , and
- resolve program eligibility issues.

**E. CITY AND COUNTY ANNUAL CONTRIBUTIONS TO THE PROGRAM COORDINATOR**

The City of Dayton and Montgomery County will contribute to the support of the HPRP Program Coordinator. The allocation is for a period of three years with the first allocation no earlier than March 1, 2010 and the last allocation no later than August 1, 2012. Contribution amounts to support the HPRP Coordinator are listed below. The position will provide monitoring and program functions for the joint program.

SOURCE	TYPE	ANNUAL AMOUNT
City of Dayton	HPRP Admin	\$20,000
Montgomery County	HPRP Admin	\$6,000
Montgomery County – State	HPRP Admin	\$4,000
Montgomery County	HPRP Program	\$20,000
Montgomery County – State	HPRP Program	<u>\$17,000</u>
<b>TOTAL</b>		<b>\$67,000</b>

**F. CITY CONTRIBUTION TO THE HOMELESS MANAGEMENT AND INFORMATION SYSTEM**

The City of Dayton will allocate \$50,000 to the County for the administration and support of the Homeless Management and Information System (HMIS). The County will provide the following services as related to HMIS:

- Obtain necessary licenses for grantee
- Provide grantee training and technical support
- Provide data quality analysis as needed and communicate with grantees the necessary actions to improve data quality
- Provide the City will all data necessary to complete the Quarterly Progress Report (QPR), Initial Progress Report (IPR), Annual Progress Report (APR), and any other reports required by HUD, in a timely manner.



## MEMORANDUM

February 8, 2010

**TO:** Timothy H. Riordan, City Manager  
City Manager's Office

**FROM:** Aaron K. Sorrell, Manager <sup>AKS</sup>  
Division of Housing and Neighborhood Development  
Department of Planning and Community Development

**SUBJECT:** Intergovernmental Agreement with Montgomery County, OH

Attached for your review and placement on the February 17, 2010 City Commission calendar is an Intergovernmental Agreement with Montgomery County, OH for \$110,000.00. The City of Dayton has been awarded \$2,595,505.00 in Homelessness Prevention and Rapid-Rehousing (HPRP) funding from the U.S. Department of Housing & Urban Development (HUD) to reduce homelessness caused by the recession and other factors. Montgomery County will hire a Program Coordinator, in conjunction with the City of Dayton, to oversee the day to day operations of the HPRP program. Montgomery County will also maintain the Homeless Information Management System (HMIS) for the City of Dayton, which is the data tracking software required for the administration of the HPRP grant.

The Homelessness Prevention and Rapid Rehousing Program (HPRP) was created by the American Reinvestment and Recovery Act to reduce homelessness caused by the recession and other factors. HPRP is designed to provide one-time or temporary housing assistance to households who would be homeless but for the assistance and who have a likelihood of being stable in housing after HPRP assistance ends.

This Agreement shall commence upon execution, and it shall expire August 1, 2012.

If you have any questions or require additional information, please call Amy Riegel at extension 3814.

**APPROVED:**

John D. Gower  
John D. Gower, Director

Department of Planning and Community Development

AKS/amr  
Attachments

1<sup>st</sup> And 2<sup>nd</sup> Reading

10.

BY.....

NO. 30966-10

## AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 171 of the Charter to Limit the Total Property Tax Rate Which May be Levied Without a Vote of the People; Repealing Existing Section 171; and Declaring an Emergency.

WHEREAS, The City proposes to amend Section 171 of the Charter to limit the total property tax rate which may be levied without a vote of the people; and

WHEREAS, Section 169 of Dayton's Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Section 171 of the Charter to the electors of the City not less than sixty (60) nor more than one-hundred twenty (120) days after the passage of this ordinance; and

WHEREAS, To avoid the expense of a special election and to provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

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

Section 1. That an amendment to Section 171 of Dayton's Charter be submitted to the electors of the City at the May 4, 2010 regular municipal election.

Section 2. That the proposed amendment to Section 171 of the Charter read as follows:

#### Sec. 171. Limitation of the Total Property Tax Rate Which May Be Levied Without a Vote of the People for All the Purposes of the Municipality.

The City Commission is hereby granted the authority, without a vote of the people, to levy taxes upon the tax lists or duplicates of property assessed and listed for taxation according to value for all the purposes of the City of Dayton, its boards, departments and institutions, in amounts not in excess of Ten mills on each dollar of assessed valuation on the tax list or duplicate.

Out of said total maximum levy, an amount shall annually be levied sufficient to pay the interest, sinking fund and retirement charges on all bonds and notes of the City of Dayton heretofore or hereafter authorized to be issued without the authority of the electors, which levy shall be placed before and in preference to all other levies and for the full amount thereof. Of the remaining

portion of said total maximum levy, an amount not exceeding five mills may be levied annually for the general fund of said city.

The City Commission, without a vote of the people, may not authorize any property tax levy or levies for permanent improvements other than those which may be made within the 5 mills levy for the general fund, as set forth in the second paragraph of this section, if such levy or levies will increase the total levies for all city purposes, inclusive of all levies to pay the interest, sinking fund and retirement charges on all unvoted bonds and notes of the City of Dayton and those voted bonds heretofore or hereafter issued pursuant to vote of the electors, beyond 10 mills.

Unless authorized and approved by a vote of the electors conformably with the general laws of this state, the City Commission shall levy no property tax outside of the limitations set forth in this section. Provided, however, that the City Commission shall annually levy, to the extent necessary, outside the limitations provided in this Charter and by general law a sufficient sum to pay the interest, sinking fund and retirement charges on all bonds and notes of the City of Dayton heretofore or hereafter lawfully issued, the tax for which by general law or by this Charter has been or shall be authorized to be levied outside of tax limitations.

Section 3. That upon approval by a majority of the electors voting thereon, the amendment to Section 171 shall take effect on July 1, 2010.

Section 4. That upon approval of the amendment to Section 171 by a majority of the electors voting, existing Section 171 of the Charter is repealed effective June 30, 2010.

Section 5. That the Clerk of the Commission is 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 the proposed amendment to Section 171 of the Charter by newspaper advertising in accordance with the provisions of Section 731.21.1 of the Ohio Revised Code.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2010

SIGNED BY THE MAYOR....., 2010

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Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

John J. Danish  
City Attorney

1<sup>st</sup> and 2<sup>nd</sup> Reading

11

BY.....

NO..... 30967-10.....

## AN ORDINANCE

Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 39 of the Charter Describing Meetings of the City Commission; Repealing Existing Section 39; and Declaring an Emergency.

WHEREAS, The City proposes to amend Section 39 of the Charter to describe meetings of the Commission; and

WHEREAS, Section 169 of Dayton's Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Section 39 of the Charter to the electors of the City not less than sixty (60) nor more than one-hundred twenty (120) days after the passage of this ordinance; and

WHEREAS, To avoid the expense of a special election and to provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

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

Section 1. That an amendment to Section 39 of Dayton's Charter be submitted to the electors of the City at the May 4, 2010 regular municipal election.

Section 2. That the proposed amendment to Section 39 of the Charter read as follows:

#### Sec. 39. Meetings of the Commission.

For the purpose of allowing newly-elected and qualified Commissioners to assume the duties of their office, the Commission shall meet on the first Monday in January following a regular municipal election, or the next day if the first Monday in January following a regular municipal election is a legal holiday. The Commission shall meet at a place and time announced during the last Commission meeting of the previous year. Thereafter the Commissioners shall meet at such times as may be prescribed by ordinance or resolution, except that they shall not meet less than once each week. Should a scheduled meeting of the Commission lack a quorum, the meeting may be cancelled by a majority of the Commission providing written notification to the Clerk of their unavailability. A cancelled meeting shall not constitute an absence from a meeting by a Commissioner and shall not require authorization from the Commission.

The Mayor, any two members of the Commission, or the City Manager, may call special meetings of the Commission upon at least 24 hours' written notice to each member of the Commission, served personally on each member or left at his usual place of residence. All meetings of the Commission shall be open to the public in accordance with the Ohio Sunshine Law presently codified in Ohio R.C. § 121.22. The Commission shall determine its own rules and order of business and shall keep a journal of its proceedings.

Section 3. That upon approval by a majority of the electors voting thereon, the amendment to Section 39 shall take effect on July 1, 2010.

Section 4. That upon approval of the amendment to Section 39 by a majority of the electors voting, existing Section 39 of the Charter is repealed effective June 30, 2010.

Section 5. That the Clerk of the Commission is 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 the proposed amendment to Section 39 of the Charter by newspaper advertising in accordance with the provisions of Section 731.21.1 of the Ohio Revised Code.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2010

SIGNED BY THE MAYOR....., 2010

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

ATTEST:

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Clerk of the Commission

APPROVED AS TO FORM:

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\_\_\_\_\_  
John J. Daniels  
City Attorney

BY.....

NO. 30968-10.....

**AN ORDINANCE**

Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 187 of the Charter Describing the Residency Requirements for Part-time Employees; Repealing Existing Section 187; and Declaring an Emergency.

WHEREAS, The City proposes to amend Section 187 of the Charter describing the residency requirements for part-time employees; and

WHEREAS, Section 169 of Dayton's Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Section 187 of the Charter to the electors of the City not less than sixty (60) nor more than one-hundred twenty (120) days after the passage of this ordinance; and

WHEREAS, To avoid the expense of a special election and to provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

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

Section 1. That an amendment to Section 187 of Dayton's Charter be submitted to the electors of the City at the May 4, 2010 regular municipal election.

Section 2. That the proposed amendment to Section 187 of the Charter read as follows:

**Section 187. Residency for Part-time Employees.**

**Part-time employees and volunteers shall have the same residency requirements as full time employees.**

Section 3. That upon approval by a majority of the electors voting thereon, the amendment to Section 187 shall take effect on July 1, 2010.

Section 4. That upon approval of the amendment to Section 187 by a majority of the electors voting, existing Section 187 of the Charter is repealed effective June 30, 2010.

Section 5. That the Clerk of the Commission is 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 the proposed amendment to Section 187 of the Charter by newspaper advertising in accordance with the provisions of Section 731.21.1 of the Ohio Revised Code.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2010

SIGNED BY THE MAYOR....., 2010

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Mayor of the City of Dayton, Ohio

ATTEST:

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Clerk of the Commission

APPROVED AS TO FORM:

John J. Danovich  
City Attorney

BY.....

NO. 30969-10.....

**AN ORDINANCE**

Submitting to the Electors of the City at the May 4, 2010 Regular Municipal Election a Proposal to Amend Section 95 of the Charter Describing the Classified and Unclassified Service of the City of Dayton; Repealing Existing Section 95; and Declaring an Emergency.

WHEREAS, The City proposes to amend Section 95 of the Charter to describe the classified and unclassified service of the City of Dayton; and

WHEREAS, Section 169 of Dayton's Charter and Article XVIII, section 9 of the Ohio Constitution require submission of the proposed amendment to Section 95 of the Charter to the electors of the City not less than sixty (60) nor more than one-hundred twenty (120) days after the passage of this ordinance; and

WHEREAS, To avoid the expense of a special election and to provide for the immediate preservation of the public peace, property and health or safety, it is necessary for this Ordinance to take effect immediately upon its passage; now, therefore,

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

Section 1. That an amendment to Section 95 of Dayton's Charter be submitted to the electors of the City at the May 4, 2010 regular municipal election.

Section 2. That the proposed amendment to Section 95 of the Charter read as follows:

**Sec. 95. Classification.**

**The Civil Service of the city is hereby divided into the unclassified and the classified service.**

(A) The unclassified service shall include the following at-will positions:

- (1) All officers elected by the people and members of appointed boards.
- (2) All officers and employees of the Commission.

(3) The City Manager and deputies, assistants, secretaries, and aides of the City Manager and all other employees in the office of the City Manager.

(4) The heads of departments, one assistant or deputy of a department, heads of divisions of departments and one secretary for each department.

(5) The heads of Commission agencies, including but not limited to the Chief Examiner of the Civil Service Board, one assistant or deputy of a Commission agency, and one secretary for each Commission agency.

(B) The classified service shall comprise all positions not specifically included by this Charter in the unclassified service. There shall be in the classified

service three classes to be known as the competitive class, non-competitive class, and labor class.

(1) The competitive class shall include all positions and employment for which it is practicable to determine the merit and fitness of applicants by competitive examination.

(2) The non-competitive class shall consist of all positions requiring a college degree, a professional license, unique community service or peculiar and exceptional qualifications of a scientific, managerial, professional, or educational character, as may be determined by the rules of the Board.

(3) The labor class shall include ordinary unskilled labor.

Section 3. That upon approval by a majority of the electors voting thereon, the amendment to Section 95 shall take effect on July 1, 2010.

Section 4. That upon approval of the amendment to Section 95 by a majority of the electors voting, existing Section 95 of the Charter is repealed effective June 30, 2010.

Section 5. That the Clerk of the Commission is 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 the proposed amendment to Section 95 of the Charter by newspaper advertising in accordance with the provisions of Section 731.21.1 of the Ohio Revised Code.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2010

SIGNED BY THE MAYOR....., 2010

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

ATTEST:

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Clerk of the Commission

APPROVED AS TO FORM:

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*John J. Danish*  
\_\_\_\_\_  
City Attorney

BY.....

1st AND 2nd Reading 14,  
NO. 30970-10.....

## AN ORDINANCE

Establishing and Describing the Boundaries of the Twin Towers Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission desires to pursue all reasonable incentives to assist and encourage residential construction and remodeling in the Twin Towers planning district of the City of Dayton; and

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

WHEREAS, R.C. Section 3735.66 requires the City to conduct a survey of the housing located in the geographical boundaries of the proposed Community Reinvestment Area, a copy of which is attached to the original of this Ordinance as Exhibit A; and

WHEREAS, The remodeling of existing residential structures and the construction of new residential structures in a designated Community Reinvestment Area constitutes a public purpose for which real property tax exemptions may be granted; and

WHEREAS, The properties contained within the geographical boundaries of the proposed Twin Towers CRA district are depicted in the attached map and are located in the Twin Towers planning district; and

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

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

**Section 1.** That the Twin Towers Community Reinvestment Area described in Section 2 of this Ordinance constitutes areas in which housing facilities or structures of historical significance are located and areas in which new construction or repair of existing facilities has been discouraged.

**Section 2.** That pursuant to R.C. Section 3735.66, this Commission hereby establishes the Twin Towers Community Reinvestment Area, which shall be generally described by and be referred to as follows:

Beginning at the northwest corner of the intersection of Wayne Avenue and U.S. Route 35, next traveling east along U.S. Route 35 to the northern

boundary of S. Steve Whalen Blvd loop ramp, then turning right along the eastern boundary of the loop ramp and traveling south along S. Steve Whalen Boulevard, then turning right onto Wyoming Street, next traveling west on Wyoming Street, then turning right at an alley located between the eastern boundary of City Lot No. 13644 and the western boundary of City Lot No. 8095 traveling north crossing Lathrop Avenue and leading straight to Blommel Avenue, then traveling northwest on Blommel Avenue, next crossing Keowee Street and traveling northwest in a straight line through a cross section of City Lot No. 3834 part lots (along a vacated street) until reaching the southern boundary of the Keowee St. loop ramp, then turning left and traveling west between the southern boundary of the loop ramp and the northern boundary of City Lot No. 3834, then turning right onto Wayne Avenue and traveling northwest to the northwest intersection of Wayne Avenue and U.S. Route 35 back to the starting point.

**Section 3.** That the owners of the residential property located in the Twin Towers Community Reinvestment Area who are eligible for real property tax exemption (“residential tax exemption”) as provided herein shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed. For mixed-use projects, defined as those containing both residential and commercial components, only the residential component is eligible for tax exemption.

All residential structures must comply with City of Dayton Building Code Regulations and Zoning Code Regulations to be eligible for exemptions under this Ordinance. The Housing Officer may deny the exemption if Building Code and/or Zoning Code violation(s) exist at a site prior to the request for tax exemptions and those identified Building Code and/or Zoning Code violation(s) will not be remedied by the proposed remodeling. The Housing Officer may revoke the residential tax exemption granted to a residential property in violation of a Building Code and/or Zoning Code Regulation where such violation(s) exists for a period in excess of six (6) months from the date of the notice of Code Violation.

Property owners granted and/or seeking a residential tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a residential tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Montgomery County Treasurer’s Office has approved a payment arrangement to bring such tax assessments current. If real estate tax assessments on a property granted and/or seeking a residential tax exemption pursuant to this Ordinance are not current and the owner cannot provide evidence of a payment arrangement and/or the owner of the property defaults in making the payment under a payment arrangement with the Montgomery County Treasurer’s Office, the Housing Officer may deny the application for residential tax exemption and/or revoke the residential tax exemption.

**Section 4.** That after receipt of an application, the Housing Officer shall verify the construction of the residential structure and/or the remodeling and the facts asserted in the application. If the new construction and/or the remodeling of the residential structure satisfy

the requirements of this Ordinance, the Housing Officer shall grant a residential tax exemption as permitted under R.C. Section 3735.67 and shall forward the application and certification stating the period and percentage of residential tax exemption to the Montgomery County Auditor. Within the Twin Towers Community Reinvestment Area, the term of the tax exemption shall be 10 years and the percentage of the tax exemption shall be 100% in accordance with the conditions stated below:

- a. For the remodeling of a residential property containing not more than two units upon which the cost of remodeling is at least \$5,000, a ten (10) year residential tax exemption for One Hundred Percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.
- b. For the remodeling of a residential property containing more than two units upon which the cost of remodeling is at least \$10,000, a ten (10) year residential tax exemption for One Hundred Percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.
- c. For the construction of new residential structures, a ten (10) year residential tax exemption for One Hundred Percent (100%) of the assessed value of the residential structure may be granted.

The residential tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable. In the event an owner receiving an exemption under this Ordinance transfers the property through a sale, the residential tax exemption will continue for the remainder of the original period specified and inure to the benefit of the subsequent owner. If at any time a property for which an exemption is granted under this Ordinance is not used solely for residential purposes, the Housing Officer shall revoke the residential tax exemption and the remaining period of residential tax exemption shall be forfeited.

**Section 5.** That the Housing Officer shall make annual inspections of the residential properties within the Twin Towers Community Reinvestment Areas, which have been granted a residential tax exemption hereunder in accordance with R.C. Section 3735.67. If the Housing Officer finds that the property has not been properly maintained or repaired due to the neglect of the property owner, the Housing Officer may revoke the exemption at any time after the first year of the residential tax exemption. In the event the Housing Officer revokes the residential tax exemption as permitted hereunder, the Housing Officer shall notify the Montgomery County Auditor and the owner of the property that the tax exemption no longer applies, and shall provide a report of such revocation to the Tax Incentive Review Council. The report shall specify the findings as to the maintenance and/or repair of the property and the reason for revoking the residential tax exemption.

**Section 6.** That pursuant to R.C. Section 3735.66, Cynthia Long is designated as the "Housing Officer". The Housing Officer (Cynthia Long or designee) shall be responsible for administering and implementing the provisions of this Ordinance and R.C. Sections 3537.65 to 3537.69.

**Section 7.** That pursuant to R.C. Section 3735.69, the City's existing Tax Incentive Review Council shall function as the "housing council" for the Twin Towers Community Reinvestment Area identified in Section 2. The Tax Incentive Review Council may authorize and/or request an annual inspection of the properties within the Twin Tower Community Reinvestment Area identified in Section 2 for which a residential tax exemption has been granted pursuant to this Ordinance. The Tax Incentive Review Council shall also hear appeals under R.C. Section 3735.70.

**Section 8.** That the City Manager is directed and authorized, within fifteen (15) days from the adoption of this Ordinance, to petition the Director of Development for the State of Ohio to confirm the findings contained in this Ordinance.

**Section 9.** That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of Development for the State of Ohio of the findings in this Ordinance.

PASSED BY THE COMMISSION....., 2010

SIGNED BY THE MAYOR....., 2010

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MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

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Clerk of the Commission

APPROVED AS TO FORM:

  
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Clerk of the Commission  
City Attorney

# Twin Towers





## MEMORANDUM

February 8, 2010

**TO:** Timothy H. Riordan, City Manager  
City Manager's Office

**FROM:** Aaron K. Sorrell, Manager *AKS*  
Division of Housing and Neighborhood Development  
Department of Planning and Community Development

**SUBJECT:** Emergency Ordinance for the Twin Towers Community Reinvestment Area

Attached for your review and placement on the February 17, 2010, City Commission calendar is an Emergency Ordinance to establish a Community Reinvestment Area (CRA) in the Twin Towers planning district. The proposed CRA district will provide a 10-year, 100% real property tax exemption on the improved value resulting from new construction or for the rehabilitation of a property. East End Community Services and Oberer Construction Company have planned the construction of 40 new homes for low and moderate income families. The exemptions provided by the CRA will assist with financing for their project and encourage the rehabilitation of existing residential properties.

As required by the Ohio Revised Code, notification letters were delivered to the Dayton Board of Education President and the Treasurer of the Dayton Public Schools on Tuesday, February 2, 2010. To date, no comment has been received from either agency concerning this issue. If approved, the Emergency Ordinance must also be published in the local newspaper for two consecutive weeks and subsequently included in an application that must be submitted to the State of Ohio.

The Emergency Ordinance has been scheduled for presentation at the Dayton City Commission meeting on Wednesday, February 17, 2010. Please contact Ms. Long at extension 8556 if you have any questions.

Approved:

*John D. Gower*  
John D. Gower, Director  
Department of Planning and  
Community Development

AKS/cl  
Attachments

1<sup>st</sup> Reading

15.

BY.....

NO.....

30971-10

## AN ORDINANCE

Appropriating Funds for the Year 2010 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

WHEREAS, State law and the Charter of the City of Dayton require an Annual Appropriation Ordinance to provide for the expenses and obligations of various City Departments for the ensuing year; and

WHEREAS, State law imposes an April 1 deadline by which each political subdivision or other taxing unit of the State of Ohio shall pass an annual appropriation measure for that fiscal year; now, therefore,

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

Section 1. That there shall be and hereby are appropriated out of any monies in the treasury, or any accruing revenues of the City available for said purposes, the sums of appropriation hereafter set forth in the column marked "2010 Recommendation":

GOVERNMENTAL FUND TYPE	2010 Recommendation
<u>(1) General Fund - 10</u>	
1200 Clerk of Commission	\$1,057,100
1300 Civil Service Board	1,201,500
1400 Human Relations Council	721,800
2100 City Manager's Office	1,074,100
2101 Department of Public Affairs	752,900
2300 Dept. of Planning and Community Development	2,221,800
2400 Department of Building Services	2,280,200
2500 Clerk of Courts	3,461,900
2510 Municipal Court	3,940,800
2600 Office of Economic Development	1,154,900
2700 Department of Management and Budget	729,900
3400 Department of Water	85,200
3500 Convention Center	2,920,900
5200 Department of Law	2,237,300
5300 Department of Finance	3,564,800
5500 Department of Central Services	14,783,300
5600 Department of Human Resources	1,060,400

		2010 Recommendation
6200	Department of Police	44,502,900
6300	Department of Fire	34,790,100
6400	Department of Public Works	18,499,800
6500	Department of Recreation and Youth Services	3,500,600
9980	Non-Departmental	
	Expenses	2,050,800
	Transfers Out	0
	Total	2,050,800
12999	Special Assessment Operating - Various Depts.	182,200
16999	Special Projects	
	Expenses	1,808,100
	Transfers Out	0
	Total	1,808,100
75000	Income Tax Fund	
	Expenses	6,830,000
	Transfers Out	0
	Total	\$6,830,000
<b><i>Total General Fund</i></b>		<b>\$155,413,300</b>
 <b><u>(2) Special Revenue</u></b>		
<b>Roadway Maintenance Fund – 21999</b>		
<b>Street Maintenance Fund - 21000</b>		
6400	Department of Public Works	6,388,500
<b>Total Roadway Maintenance Fund</b>		<b>\$6,388,500</b>
 <b>Highway Maintenance Fund - 21100</b>		
6400	Department of Public Works	\$400,000
<b>Total Highway Maintenance Fund</b>		<b>\$400,000</b>
<b>Total Roadway Maintenance Fund</b>		<b>\$6,788,500</b>

#### **HUD Programs Operating**

##### **Community Dev. Block Grant Fund - 26204 - 26209**

2300	Dept. of Planning and Community Development	1,148,300
2400	Department of Building Services	3,215,300
5300	Department of Finance	430,000
6500	Department of Recreation and Youth Services	328,700
<b>Total Community Dev. Block Grant Fund</b>		<b>\$5,122,300</b>

			2010
			Recommendation
<b>Neighborhood Stabilization Program (NSP) 26602 - 26603</b>			
2300	Dept. of Planning and Community Development		295,600
2400	Department of Building Services		193,600
	<b>Total Neighborhood Stabilization Program</b>		<b>\$489,200</b>
<b>HOME Operating Fund - 27000</b>			
2300	Dept. of Planning and Community Development		192,900
	<b>Total HOME Operating Fund</b>		<b>\$192,900</b>
<b>Total HUD Programs Operating</b>			<b>\$5,804,400</b>
<b>HUD Programs Non-Operating</b>			
<b>Fair Housing Grant Fund - 23919</b>			
1400	Human Relations Council		90,300
	<b>Total Fair Housing Grant Fund</b>		<b>\$90,300</b>
<b>Emergency Shelter Fund - 25999</b>			
2300	Dept. Planning and Comm. Dev.		\$6,826,200
	<b>Total Emergency Shelter Fund</b>		<b>\$6,826,200</b>
<b>Community Dev. Block Grant Capital Fund - 26002 - 26905</b>			
	Miscellaneous Capital Projects		7,630,200
	<b>Total Community Dev. Block Grant</b>		<b>\$7,630,200</b>
	<b>Non-Operating Fund</b>		
<b>HOME Capital Fund - 27998</b>			
	Miscellaneous Capital Projects		6,836,000
	<b>Total HOME Non-Operating Fund</b>		<b>\$6,836,000</b>
<b>Neighborhood Stabilization Program II (NSP II)</b>			
2300	Dept. of Planning and Community Development		14,681,800
2400	Department of Building Services		14,681,800
	<b>Total Neighborhood Stabilization Program</b>		<b>\$29,363,600</b>

2010  
Recommendation

<b>NSP Miscellaneous Projects - 26604 - 26704</b>	
Miscellaneous Capital Projects-HUD Direct Allocation	3,602,000
Miscellaneous Capital Projects-State Allocation	2,245,000
<b>Total NSP Miscellaneous Projects</b>	<b>\$5,847,000</b>
 <b>Total HUD Programs Non-Operating</b>	 <b>\$56,593,300</b>
 <b>Miscellaneous Grants - 28000; 29000</b>	
Various Departments	18,813,100
<b>Total Miscellaneous Grants</b>	<b>\$18,813,100</b>
 <b>Other Special Revenue - 22111-512</b>	
Various Departments	6,838,900
<b>Total Other Special Revenue Fund</b>	<b>\$6,838,900</b>
 <i>Total Special Revenue</i>	 <b>\$94,838,200</b>
 <b><u>(3) Debt Service</u></b>	
<b>General Debt Retirement Fund - 31100 - 33100</b>	
5300     Department of Finance	16,500,100
<b>Total General Debt Retirement Fund</b>	<b>\$16,500,100</b>
 <i>Total Debt Service</i>	 <b>\$16,500,100</b>
 <b><u>(4) Capital Project Funds</u></b>	
<b>General Capital Fund - 40000</b>	
Miscellaneous Capital Projects	32,546,600
<b>Total General Capital Fund</b>	<b>\$32,546,600</b>
 <i>Total Capital Project Funds</i>	 <b>\$32,546,600</b>
 <b><u>(5) Permanent Funds</u></b>	
<b>Permanent Fund - 71000</b>	
Various Departments	50,000
<b>Total Permanent Fund</b>	<b>\$50,000</b>
 <b>TOTAL GOVERNMENTAL FUND</b>	 <b>\$299,348,200</b>

2010  
Recommendation

**PROPRIETARY FUND TYPE**

**(6) Enterprise Funds**

**Aviation Operating Fund - 51000**

3200	Department of Aviation	22,084,100
9980	Non-Departmental	1,039,500
<b>Total Aviation Operating Fund</b>		<b>\$23,123,600</b>

**Aviation Capital Fund - 51010**

Miscellaneous Capital Projects	19,084,200
<b>Total Aviation Capital Fund</b>	<b>\$19,084,200</b>

**Water Operating Fund - 53000**

3400	Department of Water	35,659,900
5200	Department of Law	223,400
5300	Department of Finance	3,885,000
9980	Non-Departmental	
	Expenses	575,100
	Transfers Out	5,000,000
	<b>Total</b>	<b>\$5,575,100</b>
	<b>Total Water Operating Fund</b>	<b>\$45,343,400</b>

**Wellfield Protection Fund - 53997**

2600	Economic Development	\$87,500
3470	Department of Water	\$3,198,100
	<b>Total Wellfield Protection Fund</b>	<b>\$3,285,600</b>

**Water Inventory Fund - 53998**

3440	Department of Water	\$863,700
	<b>Total Water Inventory Fund</b>	<b>\$863,700</b>

**Water Capital Fund - 53010**

Miscellaneous Capital Projects	22,745,600
<b>Total Water Capital Fund</b>	<b>\$22,745,600</b>

		2010 Recommendation
<b>Sanitary Sewer Operating Fund - 55000</b>		
3400	Department of Water	23,263,800
5300	Department of Finance	2,300
9980	Non-Departmental Expenses	1,964,100
	Transfers Out	6,000,000
	Total	\$7,964,100
	<b>Total Sanitary Sewer Operating Fund</b>	<b>\$31,230,200</b>
<b>Sanitary Sewer Capital Fund - 55010</b>		
	Miscellaneous Capital Projects	23,780,500
	<b>Total Sanitary Sewer Capital Fund</b>	<b>\$23,780,500</b>
<b>Storm Water Operating Fund - 58000</b>		
3400	Department of Water	4,138,200
5300	Department of Finance	1,100
6400	Department of Public Works	1,181,200
9980	Non-Departmental Expenses	384,000
	Transfers Out	700,000
	Total	1,084,000
	<b>Total Storm Water Operating Fund</b>	<b>\$6,404,500</b>
<b>Storm Water Capital Fund - 58010</b>		
	Miscellaneous Capital Projects	2,393,800
	<b>Total Storm Water Capital Fund</b>	<b>\$2,393,800</b>
<b>Golf Operating Fund - 59000</b>		
6500	Department of Recreation and Youth Services Expenditures	3,923,800
	Transfer Out	0
	Total	3,923,800
	<b>Total Golf Operating Fund</b>	<b>\$3,923,800</b>
<b>Golf Capital - 59001</b>		
	Miscellaneous Capital Projects	100,000
	<b>Total Golf Capital Fund</b>	<b>100,000</b>
<b>Total Enterprise Funds</b>		<b>\$182,278,900</b>

2010  
Recommendation

(7) Internal Service Funds

**Fleet Management Fund - 61000**

6400	Department of Public Works	6,783,800
<b>Total Fleet Management Fund</b>		<b>\$6,783,800</b>

**Reproduction Fund - 62100**

5500	Department of Central Services	674,600
<b>Total Reproduction Fund</b>		<b>\$674,600</b>

**Workers' Compensation Fund - 65000**

5200	Department of Law	106,100
5600	Department of Human Resources	1,113,100
<b>Total Workers' Compensation Fund</b>		<b>\$1,219,200</b>

**Plumbing Shop - 66000**

5500	Department of Central Services	581,100
<b>Total Plumbing Shop</b>		<b>\$581,100</b>

**Fire Fleet Management - 67000**

6330	Department of Fire	1,292,900
<b>Total Fire Fleet Management Fund</b>		<b>\$1,292,900</b>

**Total Internal Service Funds** **\$10,551,600**

**TOTAL PROPRIETARY FUND** **\$192,830,500**

**TOTAL ALL FUNDS** **\$492,178,700**

Section 2. That all books of accounts, warrants, orders, vouchers, and other official documents that refer to any appropriation shall identify the fund from which monies are appropriated or drawn by the code number set forth in the detailed budget.

Section 3. That the temporary appropriations made by Ordinance Number 30944-09, which was passed by the Commission on December 16, 2009, shall be considered as part of and charged against the sum appropriated for the same purpose by this Ordinance.

PASSED BY THE COMMISSION....., 2010

SIGNED BY THE MAYOR....., 2010

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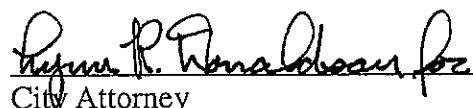
Mayor of the City of Dayton, Ohio

ATTEST:

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Clerk of the Commission

APPROVED AS TO FORM:

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



## MEMORANDUM

February 9, 2010

TO: Timothy H. Riordan, City Manager

FROM: Barbara LaBrier, Director

## Office of Management and Budget

**SUBJECT:** 2010 Appropriation Ordinance

On Wednesday, February 17, 2010, we are asking the City Commission to have the first reading of the 2010 Appropriation Ordinance, followed by a second reading on February 24. The appropriation reflects the City Manager's 2010 budget recommendations (with agreed upon modifications). The 2010 budget also includes the input and support of the Citizens' Financial Review Group (CFRG) and the Community and Neighborhood Advisory Board (CNDAB). The City's appropriation for 2010 totals \$492.2 million for all funds.

The ordinance also includes spending authority for the Neighborhood Stabilization Programs (NSP) I and II. We hope that the City will continue to benefit from economic stimulus funding. With the NSP II plan currently being developed, we will probably need to come back with an amended appropriation for City Commission approval.

Careful monitoring of the City's budget is needed given our current economic environment, and we plan to continue the Finance Committee Briefings to the City Commission in 2010. We will be inviting our union leaders to attend all of the monthly briefings to enable them to hear our financial updates first-hand with the benefit of the City Commission's comments. Please let me know if you have any questions or require additional information.

## Attachment

Cc: Mr. Earley  
Ms. Dickstein  
Mr. McKenzie  
All Directors

## Union Leadership Management and Budget Staff

2<sup>nd</sup> Reading

16.

BY.....

NO. 30965-10

AN ORDINANCE

Amending Section 70.121 of the Revised Code of General Ordinances of the City of Dayton Relating to Civil Penalties for Automated Traffic Control Photographic System to Add Speed Enforcement Capability.

WHEREAS, The City seeks to reduce the frequency of vehicle operators exceeding posted speed limits; and

WHEREAS, The frequency of exceeding posted speed limits creates a substantial risk to the safety of citizens on the roadway; and

WHEREAS, Adding speed enforcement to the automated traffic control photographic system will assist the Dayton Police Department by alleviating the necessity for conducting extensive conventional traffic enforcement at high accident locations; and

WHEREAS, The adoption of an automated traffic control photographic system with speed enforcement capabilities will result in a significant reduction in the number of speeding violations and/or accidents within the City of Dayton; now, therefore,

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

**Section 1.** That Section 70.121 of the Revised Code of General Ordinances be, and hereby is, amended to read as follows:

**Section 70.121. Civil Penalties For Automated Traffic Control Photographic System.**

**(A) Applicability.**

- (1) Notwithstanding any other provision of the traffic code, the city hereby adopts a civil enforcement system for red light and speeding violations as outlined in this section. The automated traffic control photographic system (ATCPS) imposes monetary liability on the owner of a vehicle, for failure of an operator thereof to comply with traffic control indications and/or posted speed limits in the city in accordance with the provisions of this section.
- (2) The city shall be responsible for administering the ATCPS. Specifically, the Dayton Police Department or its designee shall be empowered to install and operate ATCPS for enforcement of red light and speed violations within the city of Dayton.
- (3) This section applies whenever traffic is controlled by traffic control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination. Only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and trackless trolleys, as follows:

- (i) Green indication means the same as defined in §§ 70.13(b)(1)(a), (b), and (c).
- (ii) Steady yellow indication means the same as defined in §§ 70.13(b)(2)(a), (b).
- (iii) Steady red indication means the same as defined in §§ 70.13(b)(3)(a), (b), (c), and (d).
- (4) This section applies whenever a motor vehicle, motorized bicycle, or trackless trolley is operated at a speed greater than the posted speed limit or as established.
- (5) This section applies to all persons operating a motor vehicle, motorized bicycle, or trackless trolley on a street or highway within city limits.
- (6) Intersections in which an ATCPS is installed shall have visible postings upon approach of the intersection that the intersection is equipped with an automated traffic control signal monitoring system.
- (7) The City of Dayton Police Department or its designee shall administer the ATCPS program and shall maintain a list at each Police District of system locations within the city limits where ATCPS are installed.
- (8) Whenever a Dayton Police Officer witnesses a violation of § 70.13(b)(3), § 71.50, or Ohio Revised Code Sections 4511.13 and 4511.21 and has issued a citation pursuant to those sections, this section does not apply. However the recorded image and/or radar reading may be used as evidence for a violation of Section § 70.13(b)(3), § 71.50, or Ohio Revised Code Sections 4511.13 and 4511.21. Any citation for a violation of Section § 70.13(b)(3), § 71.50, or Ohio Revised Code Sections 4511.13 and 4511.21 issued personally by an officer of the City of Dayton Police Department at an ATCPS location shall not be issued in the manner described under this section. The citation shall be treated in the same manner as prescribed by Dayton Police Department Policy 3.03-4 IV.
- (9) This section shall not apply to violations involving vehicle or pedestrian collisions.

(B) *Definitions.* For purposes of this section, the following words and phrases shall have the meanings indicated:

*Owner.* The registered owner of a motor vehicle as identified by the Bureau of Motor Vehicles for the state registered or a lessee of a motor vehicle under a lease of six months or more.

*Recorded images.* Images recorded by an automated traffic control signal photographic system on any of the following:

- (a) Two or more photographs; or
- (b) Two or more microphotographs; or
- (c) Two or more electronic images; or
- (d) Two or more digital images; or
- (e) Videotape; or
- (f) Any other medium; and
- (g) Showing the front or rear of a motor vehicle and on at least one image or portion of tape, clearly identifying the license plate number of the motor vehicle.

*Automated Traffic Control Signal Photographic System.* A device with one or more motor vehicle sensors, installed to work in conjunction with a traffic control signal, to produce recorded images

of motor vehicles entering an intersection against a red signal indication and/or capture recordings of vehicle speed measurements while approaching and traveling through an intersection.

*In operation.* Operating in good working condition.

*Hearing officer.* An independent third party, not employed by the City of Dayton Police Department or its designee.

*System location.* The approach to a location toward which a photographic, microphotographic, electronic image, digital image, videotape, radar, speed measurement or any other medium is directed and is in operation. It is the location where the automated traffic control photographic system is installed to monitor offenses under this section.

*Responsible party.* The person who was operating the vehicle at the time of the violation or the person who had care, custody, and control of the vehicle at the time of the violation.

(C) *Violation.*

- (1) It shall be unlawful for a vehicle to cross the stop line at a system location when the traffic controls signal for that vehicle's direction of travel is emitting a steady red light. The owner of the vehicle shall be responsible for a violation under this section, except when the owner can provide evidence that the vehicle was in the care, custody, and control of another person at the time of the violation, as described in subsection (C)(3).
- (2) It shall be unlawful to operate a motor vehicle, motorized bicycle, or trackless trolley at a speed greater than posted or is established pursuant to the provisions of § 71.50 and R.C. § 4511.21. The owner of the vehicle shall be responsible for a violation under this section, except when the owner can provide evidence that the vehicle was in the care, custody, and control of another person at the time of the violation, as described in subsection (C)(3).
- (3) The owner of the vehicle shall not be responsible for the civil violation if, within fifteen (15) calendar days after notification of liability, the owner furnishes the City of Dayton Police Department or its designee with:
  - (a) The name and address of the person who leased, rented, or otherwise had the care, custody, and control of the vehicle at the time of the violation; or
  - (b) An affidavit by the owner stating that at the time of the violation, the vehicle or the license plates of the vehicle involved were stolen or were in the care, custody, or control of some person who did not have the owner's permission to use the vehicle, or that the motor vehicle or registration plates of vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation. In order to demonstrate that the vehicle or the license plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a police report about the stolen motor vehicle or license plates was filed prior to the violation or within forty-eight (48) hours after the violation occurred.

(4) A certified copy of the notice of liability alleging the violation of this section occurred, sworn to or affirmed by a duly authorized police officer of the City of Dayton, with the recorded images produced by an automated traffic control signal photographic system shall be *prima facie* evidence of the facts contained therein and shall be admissible in a proceeding alleging a violation under this section.

(5) If the vehicle involved in the violation is a commercial vehicle and the notice of liability is issued to a corporate entity, the corporate entity must provide to the Dayton Police Department or its designee an affidavit, sworn to or affirmed by the statutory agent of the corporate entity, that:

- (a) States that the person/entity named in the notice of liability was not in operation of the vehicle at the time of the violation; and
- (b) Provides the name, address, and driver's license identification number of the person who was in operation of the vehicle at the time of the violation.

(D) *Notice of Liability.*

(1) The notice of liability shall be processed by the City of Dayton Police Department or its designee, and shall be served by ordinary mail to the owner's address as given on the motor vehicle registration from the Bureau of Motor Vehicles of the state registered. The notice of liability shall include:

- (a) The name and address of the registered owner of the vehicle;
- (b) The license plate number of the motor vehicle involved in the violation;
- (c) The violation charged, if the violation is for speed, by the vehicle's speed at the time of the violation and the posted speed must be stated;
- (d) The location of the intersection;
- (e) The date and time of the violation;
- (f) A copy of the recorded image(s);
- (g) The amount of the civil penalty imposed and the date by which the civil penalty should be paid and where the payment should be made;
- (h) A signed statement by a Dayton Police Officer that based on inspection of recorded images and/or speed measurement readings, the motor vehicle was being operated in violation of subsection (C)(1) or (C)(2) of this section, and a statement that the recorded images and/or speed measurement readings are *prima facie* evidence of a violation of subsection (C)(1) or (C)(2) of this section;
- (i) Information advising the person alleged to be liable of the options as provided in subsection (E)(1) of this section;
- (j) The time, place, and manner in which an administrative appeal can be initiated and a warning that failure to exercise the options provided under subsection (E)(1) of this section in a timely manner is an admission of liability.

(2) The City of Dayton or its designee may mail, by ordinary mail, a warning notice in lieu of notice of liability under this section.

(3) Except as provided in subsection (E)(3)(b), a notice of liability issued under this section shall be mailed no later than twenty (20) calendar days after the alleged violation.

(4) Except as provided under subsection (E)(3)(a) of this section, the Dayton Police Department or its designee may not mail a notice of liability to a person who is not the owner of the vehicle.

(E) *Options to Resolve Notice of Liability.*

(1) An owner or responsible party who receives a "notice of liability", under this section may do one of the following:

- (a) Pay the civil penalty, in accordance with instructions on the notice of liability; or
- (b) Within fifteen (15) calendar days provide the Dayton Police Department or its designee information as to the driver of the vehicle, at the time of the violation; or
- (c) Contest the notice of liability by filing a written request for review of the notice of liability with payment in the amount equal to the amount of the civil penalty to the City of Dayton Police Department or its designee. An individual desiring a hearing must post payment equal to the amount of the civil penalty before an appeal hearing will be scheduled. A written notice of request for review must be filed within fifteen (15) days after receipt of the notification of liability. The failure to give notice of request for review within this time period shall constitute a waiver of the right to contest the notice of liability. A Hearing Officer shall hear the request for review. A hearing shall be held within ten (10) business days of the receipt of the request for review; this time may be extended upon a written request for additional time.

(i) The Hearing Officer shall determine whether a preponderance of evidence establishes that a violation of this section occurred and the person requesting the review is liable. A certified copy of the notice of liability alleging the violation of this section occurred, sworn to or affirmed by a duly authorized Police Officer of the City of Dayton, with the recorded images produced by a traffic control photographic system shall be *prima facie* evidence of the facts contained therein and shall be admissible in a proceeding alleging a violation under this section. Adjudication of liability shall be based on a preponderance of the evidence.

(ii) If the Hearing Officer finds sufficient evidence of a violation, but the owner or the responsible party is not liable, the Hearing Officer shall, in writing, issue a decision finding the individual not liable and submit it to the City of Dayton Police Department or its designee.

(iii) All hearings are open to the public.

(2) If the owner or responsible party chooses to contest the notice of liability, the Hearing Officer may consider any of the following as an affirmative defense of a violation:

- (a) That the driver of the vehicle passed through the intersection in order to yield the right-of-way to an emergency vehicle in accordance with Ohio Revised Code Section 4511.45, or to a funeral procession in accordance with § 71.13.
- (b) That the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation. In order to demonstrate that the motor vehicle or

the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a police report about the stolen motor vehicle or registration plates was filed prior to the violation or within forty-eight (48) hours after the violation occurred.

(c) That this section is unenforceable because at the time and place of the alleged violation, the traffic control signal or speed sensor were not operating properly, or the ATCPS recorded image is not legible enough to determine the information required by subsection d of this section.

(d) Evidence, other than that adduced pursuant to subsection (E)(2)(b) of this section, that the owner or person named in the notice of liability was not operating the vehicle at the time of the violation. To satisfy the evidentiary burden under this subsection, the owner or person named in the notice of liability shall provide to the Hearing Officer evidence showing the identity of the person who was operating the vehicle at the time of the violation, including, at a minimum, the operator's name and current address, and any other evidence that the Hearing Officer deems pertinent.

(3) If the Hearing Officer finds that the person or entity named in the notice of liability was not operating the vehicle at the time of the violation or receives evidence under subsection (E)(2)(d) identifying the person driving the vehicle at the time of the violation, the Hearing Officer shall provide to the City of Dayton Police Department or its designee within five (5) calendar days, a copy of any evidence substantiating who was operating the vehicle at the time of the violation.

(a) Upon the receipt of evidence of the responsible party pursuant to this subsection or pursuant to subsection (C)(3)(a), the City of Dayton Police Department or its designee may issue a notice of liability, with the name and address of the responsible party and the information required by subsection (D)(1)(b), (c), (d), (e), (f), (g), (h), (i), and (j) of this section, to the person that the evidence indicates was operating the vehicle at the time of the violation.

(b) A notice of liability issued under this subsection (E)(3) shall be sent by ordinary mail no later than five (5) business days after receipt of the evidence from the Hearing Officer or the owner.

(F) *Civil Penalties.*

(1) Unless the driver of the motor vehicle received a citation from a police officer at the time of the violation, the owner or responsible party for the motor vehicle is subject to a civil penalty if the motor vehicle is recorded by ATCPS while being operated in violation of this section.

(2) A civil penalty under this section may not exceed Two Hundred Fifty Dollars (\$250). Persons who choose to pay the civil penalty without appearing before a Hearing Officer may do so in the manner indicated on the notice of liability.

(3) A violation for which a civil penalty is imposed under this section is not a moving violation for the purpose of assessing points under Ohio Revised Code Section

4510.036(C)(13) for minor misdemeanor moving traffic offenses and may not be recorded on the driving record of the owner or operator of the vehicle and shall not be reported to the Bureau of Motor Vehicles.

(4) If the civil penalty assessed under this subsection is not paid within thirty (30) days of issuance, the offender will be assessed a Twenty-Five Dollar (\$25) late fee in addition to the original civil penalty.

(G) *Collection of Civil Penalty.*

If the civil penalty is not paid, the civil penalty imposed under the provisions of this section shall be collectible, together with any interest and penalties thereon, by civil suit.

**Section 2.** That existing Section 70.121 of the Revised Code of General Ordinances is repealed.

PASSED BY THE COMMISSION....., 2010

SIGNED BY THE MAYOR....., 2010

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Mayor of the City of Dayton, Ohio

ATTEST:

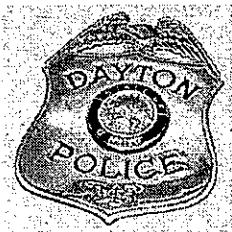
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Clerk of the Commission

APPROVED AS TO FORM:

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John J. Denish  
City Attorney



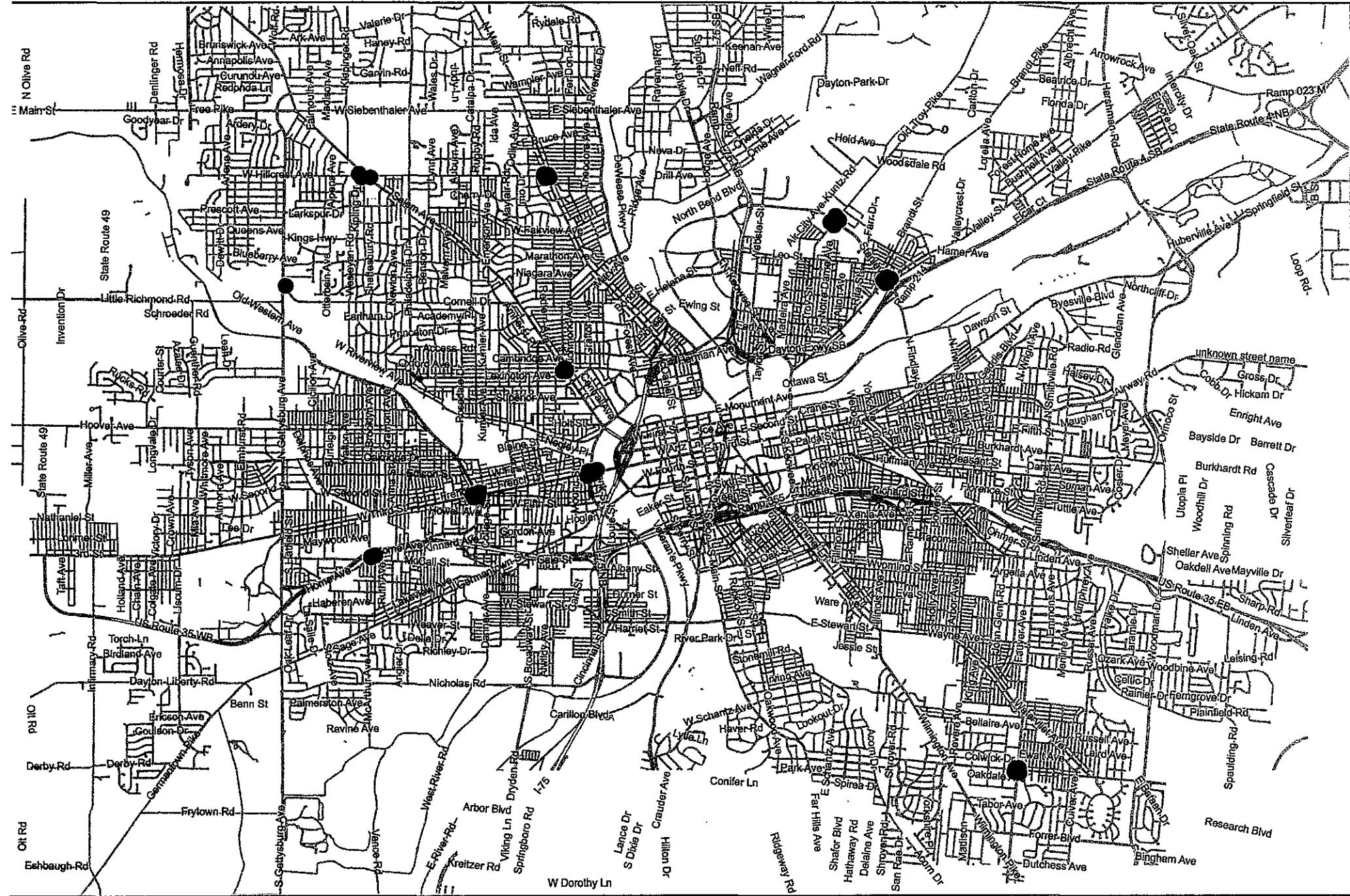
## THE DAYTON POLICE DEPARTMENT

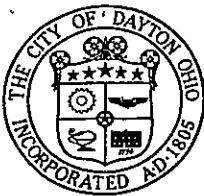
"Addressing Your Concerns"

### **RED LIGHT TRAFFIC ENFORCEMENT LOCATIONS**

- 1. Northbound Smithville Rd. @ Patterson Rd.**
- 2. Southbound Smithville Rd. @ Patterson Rd.**
- 3. Eastbound Third St. @ Edwin C. Moses Blvd.**
- 4. Westbound Third St. @ Edwin C. Moses Blvd.**
- 5. Northbound Troy St. @ Stanley Ave.**
- 6. Southbound Troy St. @ Stanley Ave.**
- 7. Northbound Valley St. @ Stanley Ave.**
- 8. Westbound Stanley Ave. @ Valley St.**
- 9. Westbound Third St. @ James H. McGee Blvd.**
- 10. Northbound James H. McGee Blvd. @ Third St.**
- 11. Northbound Gettysburg Ave. @ Cornell Dr.**
- 12. Southbound Gettysburg Ave. @ Cornell Dr.**
- 13. Northbound Main St. @ Hillcrest Ave.**
- 14. Southbound Main St. @ Hillcrest Ave.**
- 15. Eastbound US 35 @ Abbey Ave.**
- 16. Westbound US 35 @ Abbey Ave.**
- 17. Northbound Salem Ave. @ North Ave.**
- 18. Southbound Salem Ave. @ North Ave.**
- 19. Northbound Salem Ave. @ Hillcrest Ave.**
- 20. Southbound Salem Ave. @ Hillcrest Ave.**

# REDLIGHT CAMERA LOCATIONS





## MEMORANDUM

January 15, 2010

**TO:** City Manager's Office

**FROM:** Richard S. Biehl

Director and Chief of Police

*Richard S. Biehl*

Attached is an Ordinance which would add speed enforcement to the automated traffic control photographic system which currently monitors for red-light violations only. It is believed to be in the City of Dayton and the citizens' best interests and should significantly reduce the number of speeding violations and thereby reduce accidents.

The Department has also advised additional traffic accident and speed studies be conducted which could augment and update the existing data from Ohio State Patrol and the Ohio Department of Public Safety. The Department of Police with some guidance from Civil Engineering will be doing such studies in the coming weeks.

The attached map and list provide the current locations of the automated traffic control sites, which are probable future speed enforcement locations. Once studies have been completed the final determination of sites will be made public, as well as the thirty-day warning period.

The Law Department has written and approved the new ordinance as to form and correctness.

Attachments: (1 original and 1 copy of ordinance w/site locations map/list)

RSB/mb  
Attachments