



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JANUARY 8, 2020

8:30 A.M.

I. AGENDA SCHEDULE

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

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

AVIATION

A1. Dayton Parts Company (automotive repair parts and related items as needed through 12-31-23) **\$200,000.00**

A2. Grainger, Inc. (hardware, tools and related items as needed through 12-31-23) **60,000.00**

1. (Cont'd):

A3. United Rotary Brush Corp. (runway brooms, parts and related items as needed through 03-31-22) **\$47,500.00**

WATER

B1. Alloway Environmental Testing (laboratory water testing services as needed through 12-31-23) **99,120.00**

B2. Delta Ducon LLC (PermaFlo brand replacement piping and related items as needed through 12-31-23) **92,000.00**

B3. Masi Labs (laboratory water testing services as needed through 12-31-23) **300,000.00**

-Depts. of Aviation and Water. **Total: \$798,620.00**

2. **Mohamed H. Al-Hamdani – Service Agreement** – for professional services for Hearing Officer – The Civil Service Board. **\$30,000.00**
(Thru 12/31/22)

3. **W. James Owen – Service Agreement** – for professional services for Hearing Officer – The Civil Service Board. **\$30,000.00**
(Thru 12/31/22)

4. **Phillip A. Reid, Sr. – Service Agreement** – for professional services for Hearing Officer – The Civil Service Board. **\$30,000.00**
(Thru 12/31/22)

B. Construction Contracts:

5. **DLZ Ohio, Inc. – Award of Contract** – for professional services for an Americans with Disabilities Act (“ADA”) Transition Plan – Dept. of Public Works/Civil Engineering. **\$425,000.00**
(Thru 12/31/21)

E. Other – Contributions, Etc.:

6. **The Ohio Municipal League – Other** – for 2020 membership dues – Dept. of Procurement, Management & Budget. **\$11,090.00**

BY THE BOARD OF REVISION OF ASSESSMENTS

7. In the Matter of Declaring the Intention of the Commission to Vacate Hunter Avenue from Leo Street to Windham Street and the Eastern Eight Feet of the Alley East of Hillrose Avenue from the South Property Line of City Lot #33819 to Windham Street – Recommendation to Proceed.

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

8. **No. 6469-20** Objecting to the Issuance of Liquor Permit No. 22348155080, Dolgen Midwest LLC, DBA Dollar General Store 20394, 3119 E. Third St., Dayton, Ohio 45403, and Declaring an Emergency.

Emergency Ordinance – Second Reading:

9. **No. 31785-19** Amending Chapter 50 of the Revised Code of General Ordinances Relating to the Department of Water, and Declaring an Emergency.

Ordinance – First Reading:

10. **No. 31786-20** To Vacate Hunter Avenue from Leo Street to Windham Street and the Eastern Eight Feet of the Alley East of Hillrose Avenue from the South Property Line of City Lot #33819 to Windham Street.

VI. MISCELLANEOUS:

ORDINANCE NO. 31787-20

RESOLUTION NO. 6470-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 974-20



City Manager's Report

From 2730 – PMB/Procurement

Date January 8, 2020

Expense Type Purchase Order

Total Amount \$798,620.00

Supplier, Vendor, Company, Individual

Name See Below

Address See Below

2020 Purchase Orders

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

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

Description

AVIATION

(A1) P0200352 – DAYTON PARTS COMPANY, DAYTON, OH

- Automotive repair parts and related items as needed through 12/31/2020.
- These goods are required to maintain and repair City-owned vehicles.
- Nineteen (19) possible vendors were solicited and eight (8) bids were received. This order establishes a price agreement per IFB 20005D with pricing through 12/31/2023.
- The Department of Aviation requests additional authority of \$150,000.00 through 12/31/2023.
- Dayton Parts Company qualifies as a Dayton local entity.
- The Department of Aviation recommends acceptance of the low bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	51000-3222-1301-43	\$50,000.00
2021	Supplies and Materials	51000-3222-1301-43	\$50,000.00
2022	Supplies and Materials	51000-3222-1301-43	\$50,000.00
2023	Supplies and Materials	51000-3222-1301-43	\$50,000.00

Signatures/Approval

Melissa A. Wilson

Division

Diane J. Shannon 12.31.19

Department

[Signature]

City Manager

Approved by City Commission

Clerk

Date

AVIATION (CONTINUED)(A2) P0200399 – GRAINGER, INC., HARRISON TOWNSHIP, OH

- Hardware, tools and related items as needed through 12/31/2020.
- These goods are required to maintain facilities for the Department of Aviation.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20002N with pricing through 12/31/2023.
- The Department of Aviation requests additional authority of \$45,000.00 through 12/31/2023.
- The Department of Aviation recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	51000-3220-1301-43	\$15,000.00
2021	Supplies and Materials	51000-3220-1301-43	\$15,000.00
2022	Supplies and Materials	51000-3220-1301-43	\$15,000.00
2023	Supplies and Materials	51000-3220-1301-43	\$15,000.00

(A3) P0200342 – UNITED ROTARY BRUSH CORP., LENEXA, KS

- Runway brooms, parts and related items as needed through 12/31/2020.
- These goods are required to maintain and repair City-owned runway broom equipment.
- Rates are in accordance with the City of Dayton's existing price agreement IFB D19010 with pricing through 3/31/2022.
- The Department of Aviation requests additional authority of \$25,000.00 through 12/31/2021.
- The Department of Aviation recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	51000-3222-1301-43	\$22,500.00
2021	Supplies and Materials	51000-3222-1301-43	\$25,000.00

WATER – WATER SUPPLY AND TREATMENT(B1) P0200327 – ALLOWAY ENVIRONMENTAL TESTING, LIMA, OH

- Laboratory water testing services as needed through 12/31/2020.
- These services are required for professional laboratory testing.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20004S with pricing through 12/31/2023.
- The Department of Water requests additional authority of \$75,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	53000-3430-1159-54	\$24,120.00
2021	Other Professional Services	53000-3430-1159-54	\$25,000.00
2022	Other Professional Services	53000-3430-1159-54	\$25,000.00
2023	Other Professional Services	53000-3430-1159-54	\$25,000.00

(B2) P0200157 – DELTA DUCON LLC, MALVERN, PA

- PermaFlo brand replacement piping and related items as needed through 12/31/2020.
- These goods are required to replace weak and failing parts for the lime conveyance system at the Ottawa Water Treatment Plant.
- Delta Ducon LLC is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water requests additional authority of \$72,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	53000-3430-1301-54	\$20,000.00
2021	Supplies and Materials	53000-3430-1301-54	\$22,000.00
2022	Supplies and Materials	53000-3430-1301-54	\$24,000.00
2023	Supplies and Materials	53000-3430-1301-54	\$26,000.00

WATER – WATER SUPPLY AND TREATMENT (CONTINUED)(B3) P0200178 – MASI LABS, DUBLIN, OH

- Laboratory water testing services as needed through 12/31/2020.
- These services are required for analytical testing of perfluorinated compounds (PFCs) for the monitoring wells located within the Huffman Dam Complex.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 20004S with pricing through 12/31/2023.
- The Department of Water requests additional authority of \$200,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	53000-3430-1159-54	\$100,000.00
2021	Other Professional Services	53000-3430-1159-54	\$100,000.00
2022	Other Professional Services	53000-3430-1159-54	\$100,000.00

The aforementioned departments recommend approval of this order.



City Manager's Report

2.

From **1300 - Civil Service Board**

Date **January 8, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$30,000.00 (thru 12/31/2022)**

Name **Mohamed H. Al-Hamdani**

Address **26 Hawthorn Street
Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-1300-1152-62	\$30,000.00

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

Description

PROFESSIONAL SERVICES AGREEMENT HEARING OFFICER

Civil Service is requesting approval to enter into an agreement with Mohamed H. Al-Hamdani in the amount of \$30,000.00. This contract will be effective upon execution by the City and expire December 31, 2022, unless mutually agreed upon. Annual costs will not exceed \$10,000.00.

Mr. Al-Hamdani shall provide services including, but not limited to, attending and conducting dismissal and disciplinary hearings; serve as legal advisor to the Civil Service Board in these matters and prepare written reports for all hearings conducted.

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

A Certificate of Funds is attached.

Signatures/Approval

Division _____
Ken Thomas
 Department _____
Ken Thomas
 City Manager _____

Approved by City Commission

Clerk

Date

PROFESSIONAL SERVICES AGREEMENT
(Rule 14 Hearing Officer)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this day of _____, 2020, between the City of Dayton, Ohio (“City”) and **Mohamed H. Al-Hamdani**, 26 Hawthorn Street, Dayton, Ohio 45402 (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City, through its Civil Service Board, conducts public hearings under Rule 14 of the Rules and Regulations of the Civil Service Board; and,

WHEREAS, the Civil Service Board is authorized to appoint a Hearing Officer; and,

WHEREAS, the Civil Service Board desires to appoint Contractor as Hearing Officer; and,

WHEREAS, the Contractor is an attorney at law admitted to practice in the State of Ohio, and is qualified to conduct such hearings.

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

Article I – Scope of Services:

The Hearing Officer shall perform the following services pursuant to this Agreement:

- (a) The Hearing Officer shall attend and conduct hearings in accordance with Rule 14 of the Rules and Regulations of the Civil Service Board, upon assignment by the Board.
- (b) The Hearing Officer shall serve as the legal advisor to the Civil Service Board by ruling upon all questions of law and the admissibility of evidence in those hearings in which the appeal is heard by the Civil Service Board.
- (c) The Hearing Officer shall prepare a written report for all hearings in which the Hearing Officer presides or serves as legal advisor to the Civil Service Board. This written report shall contain findings of fact, conclusions of law, and the Hearing Officer's recommendations.
- (d) Except for dismissal hearings, the written report shall be submitted to the Civil Service Board no later than thirty (30) days from the date the hearing was concluded. For dismissal hearings, the Hearing Officer shall submit a written report to the Civil Service Board no later than fourteen (14) days from the date the hearing was concluded.

Article II – Payment:

The Hearing Officer shall be paid at the rate of One Hundred Twenty-Five Dollars and No Cents (\$125.00) per hour for all services provided under this Agreement, and for any time expended in travel pertinent to performing such services. The total amount payable for each one-year period under this Agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00). The Hearing Officer shall submit to the City invoices for payment for the services actually performed.

All invoices shall state the matter for which payment is sought, the invoice period covered, the amount requested, and the number of hours devoted to the performance of the services, and shall include such additional information or documentation as the City may request. The City shall pay the invoice within thirty (30) days from the date of receipt of the invoice, and approval by the City.

Total remuneration under this Agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00) per year, totaling not more than Thirty Thousand Dollars and No Cents (\$30,000.00) over the entire three-year term of this Agreement.

Article III – Amendment:

This Agreement may be amended, at any time, provided that such amendment makes specific reference to this Agreement and is executed in writing, signed by a duly-authorized representative of the City and the Contractor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio. Any such amendments shall not invalidate this Agreement.

Article IV – Entire Agreement/Integration:

This Agreement represents the entire and integrated agreement between the City and the Contractor. 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.

Article V – Records:

The Contractor shall maintain all records related to the performance of this Agreement, including such records showing the number of hours devoted to the performance of the services, and shall provide copies of same to the City upon request.

Article VI – Waiver:

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

Article VII – 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.

Article VIII – Independent Contractor:

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

The Contractor understands and agrees that he is not a City employee, and therefore, will not be entitled to, nor will he make any claim for, any of the emoluments of employment with the City of Dayton. Contractor understands and agrees that he is not a public employee for purposes of

participation in the Ohio Public Employees Retirement System. Further, the Contractor will be solely responsible to withhold and pay all applicable local, state, and federal taxes.

Article IX – Indemnification:

As an independent contractor, the Hearing Officer acknowledges and agrees that it is within his sole discretion to perform under this Agreement, with or without the benefit of liability or other insurance. Notwithstanding, the Hearing Officer shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against all claims, losses, damages, and expenses to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of the Hearing Officer.

Article X – Non-Discrimination:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identification, ancestry, national origin, place of birth, age, marital status, veteran status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment, or compensation, or selection for training, including apprenticeship.

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

Article XI – Termination:

The City may terminate this Agreement whenever the City determines such action to be in its best interest. Notice of termination shall be made by mailing a notice of termination to the Contractor by certified mail to his usual place of business. The notice, given at least fifteen (15) days prior to the effective date, shall state the date upon which such action is effective. In the event the City terminates this Agreement, the City shall have no further responsibility to the Contractor.

Article XII – Professional Conduct:

Contractor affirms and certifies that it complies with all sections of the Ohio Rules of Professional Conduct and is an attorney in good standing with the Supreme Court of Ohio.

Article XIII – Political Contributions:

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

Article XIV – Term:

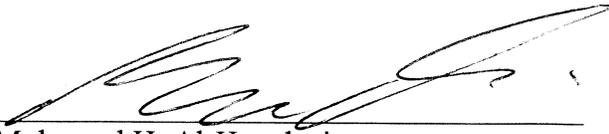
This agreement shall be in effect for the period of January 1, 2020 through December 31, 2022.

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

CITY OF DAYTON, OHIO

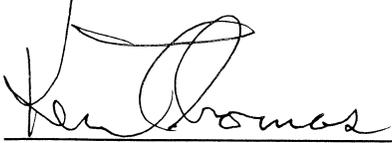
HEARING OFFICER

City Manager



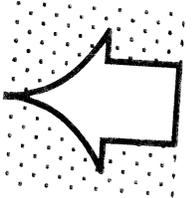
Mohamed H. Al-Hamdani

APPROVED BY:



Secretary and Chief Examiner
Civil Service Board

**APPROVED AS TO FORM
AND CORRECTNESS:**





City Attorney *ms*

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

_____, 2019

Min. Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

From **1300 - Civil Service Board**

Date **January 8, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$30,000.00 (thru 12/31/2022)**

Name **W. James Owen**

Address **350 Meyer Avenue
Dayton, Ohio 45431**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-1300-1152-62	\$30,000.00

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

Description

PROFESSIONAL SERVICES AGREEMENT HEARING OFFICER

Civil Service is requesting approval to enter into an agreement with W. James Owen in the amount of \$30,000.00. This contract will be effective upon execution by the City and expire December 31, 2022, unless mutually agreed upon. Annual costs will not exceed \$10,000.00.

Mr. Owen shall provide services including, but not limited to, attending and conducting dismissal and disciplinary hearings; serve as legal advisor to the Civil Service Board in these matters and prepare written reports for all hearings conducted.

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

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

CERTIFICATE OF FUNDS

CT20-2233

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

XX New Contract
 Renewal Contract
 Change Order:

Contract Start Date	01/01/20
Expiration Date	12/31/22
Original Commission Approval	\$ 30,000.00
Initial Encumbrance	\$ 5,000.00
Remaining Commission Approval	\$ 25,000.00
Original CT/CF	-
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u>\$ 5,000.00</u> Fund Code <u>10000 - 1300 - 1152 - 62 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ - _____ - _____ - _____ - XXXX - XXXX <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code _____ - _____ - _____ - _____ - XXXX - XXXX <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ - _____ - _____ - _____ - XXXX - XXXX <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: W. James Owen

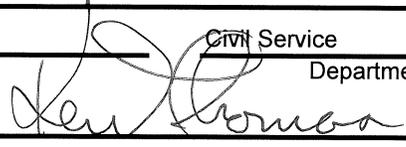
Vendor Address: 350 Meyer Avenue Dayton OH 45431
Street City State Zipcode + 4

Federal ID: 31-1038660

Commodity Code: 96150

Purpose: To provide services including, but not limited to, attending and conducting dismissal and disciplinary hearings, serve as legal advisor to the Civil Service Board and prepare written reports for all hearings conducted.

Contact Person: Sheila M. Crum Civil Service 12/23/2019
Department/Division Date

Originating Department Director's Signature: 

SECTION II - to be completed by the Finance Department

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


 Finance Director Signature

12/31/19
 Date

Tenita Williams
 CF Prepared by

12/31/19
 Date

CT20-2233
 CF/CT Number

12/31/19

PROFESSIONAL SERVICES AGREEMENT
(Rule 14 Hearing Officer)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this day of _____, 2020, between the City of Dayton, Ohio (“City”) and **W. James Owen**, 350 Meyer Avenue, Dayton, Ohio 45431 (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City, through its Civil Service Board, conducts public hearings under Rule 14 of the Rules and Regulations of the Civil Service Board; and,

WHEREAS, the Civil Service Board is authorized to appoint a Hearing Officer; and,

WHEREAS, the Civil Service Board desires to appoint Contractor as Hearing Officer; and,

WHEREAS, the Contractor is an attorney at law admitted to practice in the State of Ohio, and is qualified to conduct such hearings.

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

Article I – Scope of Services:

The Hearing Officer shall perform the following services pursuant to this Agreement:

- (a) The Hearing Officer shall attend and conduct hearings in accordance with Rule 14 of the Rules and Regulations of the Civil Service Board, upon assignment by the Board.
- (b) The Hearing Officer shall serve as the legal advisor to the Civil Service Board by ruling upon all questions of law and the admissibility of evidence in those hearings in which the appeal is heard by the Civil Service Board.
- (c) The Hearing Officer shall prepare a written report for all hearings in which the Hearing Officer presides or serves as legal advisor to the Civil Service Board. This written report shall contain findings of fact, conclusions of law, and the Hearing Officer's recommendations.
- (d) Except for dismissal hearings, the written report shall be submitted to the Civil Service Board no later than thirty (30) days from the date the hearing was concluded. For dismissal hearings, the Hearing Officer shall submit a written report to the Civil Service Board no later than fourteen (14) days from the date the hearing was concluded.

Article II – Payment:

The Hearing Officer shall be paid at the rate of One Hundred Twenty-Five Dollars and No Cents (\$125.00) per hour for all services provided under this Agreement, and for any time expended in travel pertinent to performing such services. The total amount payable for each one-year period under this Agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00). The Hearing Officer shall submit to the City invoices for payment for the services actually performed.

All invoices shall state the matter for which payment is sought, the invoice period covered, the amount requested, and the number of hours devoted to the performance of the services, and shall include such additional information or documentation as the City may request. The City shall pay the invoice within thirty (30) days from the date of receipt of the invoice, and approval by the City.

Total remuneration under this Agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00) per year, totaling not more than Thirty Thousand Dollars and No Cents (\$30,000.00) over the entire three-year term of this Agreement.

Article III – Amendment:

This Agreement may be amended, at any time, provided that such amendment makes specific reference to this Agreement and is executed in writing, signed by a duly-authorized representative of the City and the Contractor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio. Any such amendments shall not invalidate this Agreement.

Article IV – Entire Agreement/Integration:

This Agreement represents the entire and integrated agreement between the City and the Contractor. 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.

Article V – Records:

The Contractor shall maintain all records related to the performance of this Agreement, including such records showing the number of hours devoted to the performance of the services, and shall provide copies of same to the City upon request.

Article VI – Waiver:

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

Article VII – 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.

Article VIII – Independent Contractor:

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

The Contractor understands and agrees that he is not a City employee, and therefore, will not be entitled to, nor will he make any claim for, any of the emoluments of employment with the City of Dayton. Contractor understands and agrees that he is not a public employee for purposes of

participation in the Ohio Public Employees Retirement System. Further, the Contractor will be solely responsible to withhold and pay all applicable local, state, and federal taxes.

Article IX – Indemnification:

As an independent contractor, the Hearing Officer acknowledges and agrees that it is within his sole discretion to perform under this Agreement, with or without the benefit of liability or other insurance. Notwithstanding, the Hearing Officer shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against all claims, losses, damages, and expenses to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of the Hearing Officer.

Article X – Non-Discrimination:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identification, ancestry, national origin, place of birth, age, marital status, veteran status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment, or compensation, or selection for training, including apprenticeship.

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

Article XI – Termination:

The City may terminate this Agreement whenever the City determines such action to be in its best interest. Notice of termination shall be made by mailing a notice of termination to the Contractor by certified mail to his usual place of business. The notice, given at least fifteen (15) days prior to the effective date, shall state the date upon which such action is effective. In the event the City terminates this Agreement, the City shall have no further responsibility to the Contractor.

Article XII – Professional Conduct:

Contractor affirms and certifies that it complies with all sections of the Ohio Rules of Professional Conduct and is an attorney in good standing with the Supreme Court of Ohio.

Article XIII – Political Contributions:

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

Article XIV – Term:

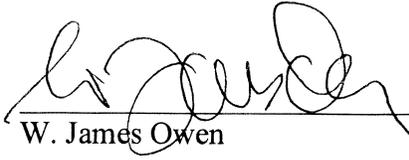
This agreement shall be in effect for the period of January 1, 2020 through December 31, 2022.

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

CITY OF DAYTON, OHIO

HEARING OFFICER

City Manager



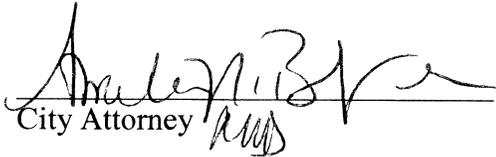
W. James Owen

APPROVED BY:

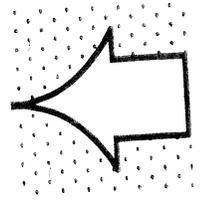


Secretary and Chief Examiner
Civil Service Board

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney *RMS*





City Manager's Report

4.

From 1300 - Civil Service Board

Date January 8, 2020

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$30,000.00 (thru 12/31/2022)

Name Phillip A. Reid, Sr.

Address 616 Torrington Place
Dayton, Ohio 45406

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-1300-1152-62	\$30,000.00

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

Description

PROFESSIONAL SERVICES AGREEMENT HEARING OFFICER

Civil Service is requesting approval to enter into an agreement with Phillip A. Reid in the amount of \$30,000.00. This contract will be effective upon execution by the City and expire December 31, 2022, unless mutually agreed upon. Annual costs will not exceed \$10,000.00.

Mr. Reid shall provide services including, but not limited to, attending and conducting dismissal and disciplinary hearings; serve as legal advisor to the Civil Service Board in these matters and prepare written reports for all hearings conducted.

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

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

PROFESSIONAL SERVICES AGREEMENT
(Rule 14 Hearing Officer)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this day of _____, 2020, between the City of Dayton, Ohio (“City”) and **Phillip A. Reid, Sr.**, 616 Torrington Place, Dayton, Ohio 45406 (“Contractor”).

WITNESSETH THAT:

WHEREAS, the City, through its Civil Service Board, conducts public hearings under Rule 14 of the Rules and Regulations of the Civil Service Board; and,

WHEREAS, the Civil Service Board is authorized to appoint a Hearing Officer; and,

WHEREAS, the Civil Service Board desires to appoint Contractor as Hearing Officer; and,

WHEREAS, the Contractor is an attorney at law admitted to practice in the State of Ohio, and is qualified to conduct such hearings.

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

Article I – Scope of Services:

The Hearing Officer shall perform the following services pursuant to this Agreement:

- (a) The Hearing Officer shall attend and conduct hearings in accordance with Rule 14 of the Rules and Regulations of the Civil Service Board, upon assignment by the Board.
- (b) The Hearing Officer shall serve as the legal advisor to the Civil Service Board by ruling upon all questions of law and the admissibility of evidence in those hearings in which the appeal is heard by the Civil Service Board.
- (c) The Hearing Officer shall prepare a written report for all hearings in which the Hearing Officer presides or serves as legal advisor to the Civil Service Board. This written report shall contain findings of fact, conclusions of law, and the Hearing Officer's recommendations.
- (d) Except for dismissal hearings, the written report shall be submitted to the Civil Service Board no later than thirty (30) days from the date the hearing was concluded. For dismissal hearings, the Hearing Officer shall submit a written report to the Civil Service Board no later than fourteen (14) days from the date the hearing was concluded.

Article II – Payment:

The Hearing Officer shall be paid at the rate of One Hundred Twenty-Five Dollars and No Cents (\$125.00) per hour for all services provided under this Agreement, and for any time expended in travel pertinent to performing such services. The total amount payable for each one-year period under this Agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00). The Hearing Officer shall submit to the City invoices for payment for the services actually performed.

All invoices shall state the matter for which payment is sought, the invoice period covered, the amount requested, and the number of hours devoted to the performance of the services, and shall include such additional information or documentation as the City may request. The City shall pay the invoice within thirty (30) days from the date of receipt of the invoice, and approval by the City.

Total remuneration under this Agreement shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00) per year, totaling not more than Thirty Thousand Dollars and No Cents (\$30,000.00) over the entire three-year term of this Agreement.

Article III – Amendment:

This Agreement may be amended, at any time, provided that such amendment makes specific reference to this Agreement and is executed in writing, signed by a duly-authorized representative of the City and the Contractor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio. Any such amendments shall not invalidate this Agreement.

Article IV – Entire Agreement/Integration:

This Agreement represents the entire and integrated agreement between the City and the Contractor. 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.

Article V – Records:

The Contractor shall maintain all records related to the performance of this Agreement, including such records showing the number of hours devoted to the performance of the services, and shall provide copies of same to the City upon request.

Article VI – Waiver:

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

Article VII – 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.

Article VIII – Independent Contractor:

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

The Contractor understands and agrees that he is not a City employee, and therefore, will not be entitled to, nor will he make any claim for, any of the emoluments of employment with the City of Dayton. Contractor understands and agrees that he is not a public employee for purposes of

participation in the Ohio Public Employees Retirement System. Further, the Contractor will be solely responsible to withhold and pay all applicable local, state, and federal taxes.

Article IX – Indemnification:

As an independent contractor, the Hearing Officer acknowledges and agrees that it is within his sole discretion to perform under this Agreement, with or without the benefit of liability or other insurance. Notwithstanding, the Hearing Officer shall defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against all claims, losses, damages, and expenses to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of the Hearing Officer.

Article X – Non-Discrimination:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identification, ancestry, national origin, place of birth, age, marital status, veteran status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment, or compensation, or selection for training, including apprenticeship.

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

Article XI – Termination:

The City may terminate this Agreement whenever the City determines such action to be in its best interest. Notice of termination shall be made by mailing a notice of termination to the Contractor by certified mail to his usual place of business. The notice, given at least fifteen (15) days prior to the effective date, shall state the date upon which such action is effective. In the event the City terminates this Agreement, the City shall have no further responsibility to the Contractor.

Article XII – Professional Conduct:

Contractor affirms and certifies that it complies with all sections of the Ohio Rules of Professional Conduct and is an attorney in good standing with the Supreme Court of Ohio.

Article XIII – Political Contributions:

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

Article XIV – Term:

This agreement shall be in effect for the period of January 1, 2020 through December 31, 2022.

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

CITY OF DAYTON, OHIO

HEARING OFFICER

City Manager

Phillip A. Reid

Phillip A. Reid, Sr.

APPROVED BY:

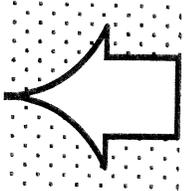
Ken Thomas

Secretary and Chief Examiner
Civil Service Board

**APPROVED AS TO FORM
AND CORRECTNESS:**

Andrew B. [Signature]

City Attorney





City Manager's Report

5.

From **6450 - PW/Civil Engineering**

Date **January 8, 2020**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$425,000.00 thru 12/31/2021**

Name **DLZ Ohio, Inc.**

Address **6121 Huntley Road
Columbus, Ohio 43229**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Street Maintenance—Ohio Gas Tax	21200-6450-1159-54	\$165,000.00
Claims Admin./Worker's Comp	65000-5610-1159-62	\$260,000.00

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

Description

PROFESSIONAL SERVICES FOR AN AMERICANS WITH DISABILITIES ACT ("ADA") TRANSITION PLAN

Public Works recommends a contract with DLZ Ohio, Inc. ("DLZ") in the amount of \$425,000.00, to complete an Americans with Disabilities Act ("ADA") transition plan. This project will evaluate City-owned facilities, traffic signals, assets, programs, and services to identify barriers to persons with a disability, develop a long-term schedule and budget to make each barrier ADA compliant, assist in public involvement meetings, create and adopt the final plan, and complete other miscellaneous related work. In response to Request for Proposal (RFP No. 19012PWCE), six proposals were received for the above project on August 5, 2019. DLZ was selected because they had the best combination of qualifications, previous experience, and project approach to meet the Department of Public Works' objectives.

The agreement commences upon execution by the City and shall terminate on December 31, 2021.

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

A Certificate of Funds is attached.

Division Keith Steuber for

Department

City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

CERTIFICATE OF FUNDS

CT20-2372

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 New Contract
 Renewal Contract
 Change Order

Contract Start Date	Upon Execution
Expiration Date	December 31, 2021
Original Commission Approval	\$ 425,000.00
Initial Encumbrance	\$ 425,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	

Required Documentation

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

Amount: <u> </u> \$ 165,000.00 Fund Code <u>21200</u> - <u>6450</u> - <u>1159</u> - <u>54</u> - <u> </u> - <u> </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> \$ 260,000.00 Fund Code <u>65000</u> - <u>5610</u> - <u>1159</u> - <u>62</u> - <u> </u> - <u> </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: <u> </u> Fund Code <u> </u> - <u> </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> Fund Code <u> </u> - <u> </u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: DLZ Ohio, Inc.

Vendor Address: 6121 Huntley Road Columbus, Ohio 43229
Street City State Zipcode + 4

Federal ID: 31-1268980

Commodity Code: 92500

Purpose: RFP No. 19012PWPCE Professional Services for an Americans with Disabilities Act ("ADA") Transition Plan

Contact Person: Keith Steeber Public Works/Civil Engineering 12/10/2019
Department/Division Date

Originating Department Director's Signature: *Keith Steeber for [Signature]*

SECTION II - to be completed by the Finance Department

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

[Signature]
 Finance Director's Signature

12/30/19
 Date

Tonika Williams
 CF/Prepared by

12/26/19
 Date

CT20-2372
 CF/CT Number

[Signature] 12/20/19

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”), dated this ____ day of _____, 2020 is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio (“City”) and DLZ Ohio, Inc. (“Consultant”).

WITNESSETH THAT:

WHEREAS, City submitted a Request for Proposal for Professional Services for an Americans with Disabilities Act (“ADA”) Transition Plan, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, Consultant responded to City’s Request for Proposal, setting forth that it is experienced and qualified to provide the professional services for an ADA transition plan and submitted a proposal regarding same, a copy of which is attached hereto as Exhibit B; and,

WHEREAS, Consultant’s response to the Request for Proposal has been accepted by City.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, City and Consultant agree as follows:

ARTICLE 1 – SERVICES TO BE PERFORMED

Consultant shall perform the professional services for an ADA transition plan, hereinafter referred to as the (“Project”) described in the Request for Proposal, hereinafter referred to as the (“RFP”), a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant’s response to the RFP, hereinafter referred to as the (“Proposal”), a copy of which is attached as Exhibit B and incorporated herein by reference.

Consultant shall develop an ADA transition plan for all City-owned facilities and maintained sites, programs and services, communication services, and policies.

Scope of Services:

1. Meet with City staff to review the scope of work and items to evaluate for ADA compliance. These includes, but may not be limited to: facilities, parks, sidewalks abutting City-owned facilities, off-road multi-use paths, traffic signals, parking meters, marked on-street parking facilities, City communication services, City services, policies, and practices.
2. Conduct an on-site self-evaluation on all items listed above to identify all barriers to persons with a disability. The self-evaluations will adhere to all Federal, State, and Local codes. Each identified barrier shall contain, but not limited to, the following: description of the barrier and location (if applicable), reference based upon ADA regulation and/or guideline, picture (if applicable), means to remediate the barrier with an estimate of cost, and field notes.

3. Conduct a self-evaluation on City's policies, procedures, and programs for barriers to equal access for all persons.
4. Gather all completed self-evaluations and create a first draft of the transition plan.
5. Work with the City on public outreach for comments on the first draft of the transition plan from local advocacy groups, interested parties, and/or general public.
6. Modify transition plan, as needed, based upon received comments from public outreach. If substantial modification is required, Consultant will work with the City for public comments.
7. Draft final transition plan for City's review and comments prior to final adoption and implementation.
8. Deliver final documents to the City in electronic and hardcopy formats by May 1, 2021.

For purposes of this Agreement, all professional services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, images, or data, shall become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards.

ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) for the Services actually provided in accordance with this Agreement. This amount includes the base bid in the amount of Three Hundred Ninety-Five Thousand Two Hundred Thirty Dollars and Ten Cents (\$395,230.10) and a contingency allowance of Twenty-Nine Thousand Seven Hundred Sixty-Nine Dollars and Ninety Cents (\$29,769.90) for unforeseen conditions and/or to include additional facilities or programs not included in Exhibit A. Payment for the Services shall be based upon the rates for each service to be provided as set forth in the Proposal dated August 5, 2019 attached as Exhibit B. 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 amount of invoices within thirty (30) days from receipt thereof.

ARTICLE 3- TERM

This Agreement shall commence upon execution by City and shall terminate on December 31, 2021, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.

ARTICLE 4- INDEMNIFICATION

Consultant shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the proportionate extent that such claims, losses, damages, or expenses are caused by or arise out of the negligent performance or non-performance of this Agreement and/or the negligent acts, omissions, or conduct of Consultant and its agents, employees, contractors, sub-contractors, and representatives in undertaking and performing the Services. This Article shall survive early termination or expiration of this Agreement.

ARTICLE 5- INSURANCE

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

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of 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. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 6- TERMINATION

This Agreement may be terminated by 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 cure or submit a plan for cure or submit a plan for cure acceptable to City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and City shall pay Consultant only for those services accepted by the City.

City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for City's convenience, upon restart, an equitable adjustment may be made to

Consultant's compensation, if necessary. In the event of termination by City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

In either event, Consultant shall terminate the Services according to a schedule acceptable to City.

ARTICLE 7- 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:

Consultant: DLZ Ohio, Inc.
6121 Huntley Road
Columbus, Ohio 43229
Attention: Shyam Rajadhyaksha, Vice President

City: City of Dayton
Division of Civil Engineering
P.O. Box 22
101 West Third Street
Dayton, Ohio 45402
Attention: Andrew Marks, Senior Engineer II

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

ARTICLE 8- NON DISCRIMINATION

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

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

ARTICLE 9- CONFIDENTIALITY

Either party may provide the other 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 two (2) years following the date of disclosure of the confidential or proprietary information, it shall 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 shall 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 shall 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 Section shall prohibit or limit either party's use or disclosure of confidential or proprietary information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) acquired by it from a party that is not, to the other party's knowledge, under an obligation not to disclose such information, (iv) that is or becomes publicly available through no breach of this Agreement by the other party, (v) when such disclosure is required by an order of a Court or under state or federal law, or (vi) when such disclosure is authorized in writing by a party to this Agreement.

ARTICLE 10- 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 City upon payment.

Consultant shall retain its rights in standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.

ARTICLE 11- GENERAL PROVISIONS

A. Waiver

A waiver by either 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.

B. Delay

Neither 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; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either 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.

C. Governing 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.

D. Meetings and Evaluation

Consultant shall meet with City's designees at such times designated by City to review and discuss performance of this Agreement. Consultant shall cooperate with City in all respects concerning the review and monitoring of Consultant's performance pursuant to this Agreement.

E. Independent Contractor

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

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

F. Assignment

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of 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.

G. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

H. Amendment

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and Consultant, approved by the City's Director of Public Works, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

I. Effect of Conflicting Documents

In the event any conflict between this Agreement and any term or condition found within any other document; including, but not limited to Exhibits A and B, the terms and conditions of this Agreement shall control.

J. Entire Agreement/Integration

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

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

CITY OF DAYTON, OHIO

DLZ OHIO, INC.

City Manager

By: Shy [Signature]
Title: CFO/Parla

APPROVED AS TO FORM AND CORRECTNESS:

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

[Signature]
City Attorney

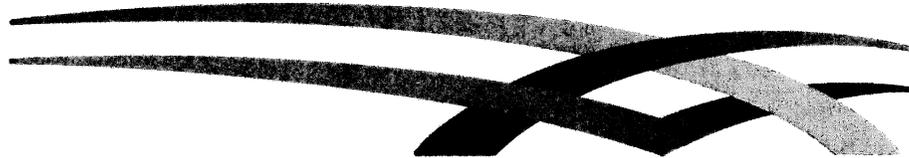
_____, 20__

Min./Bk. _____ Pg. _____

Clerk of the Commission

EXHIBIT A

**CITY OF DAYTON
REQUEST FOR PROPOSAL #19012PWCE
JULY, 2019**



DAYTON

City of Dayton, Ohio
Department of Public Works
Division of Civil Engineering

Professional Services for an ADA Transition Plan
5% Small Business Enterprise Participation

REQUEST FOR PROPOSAL (RFP) No. 19012PWCE

July, 2019

TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS	1
1.01 COMMUNICATIONS REGARDING THIS PROJECT.	1
1.02 RFP SCHEDULE.	1
1.03 SUBMITTING A PROPOSAL.....	1
1.04 REQUIRED PROPOSAL CONTENTS.	2
1.05 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.	2
1.06 CRITERIA.	3
1.07 MISCELLANEOUS ITEMS.....	3
SECTION 2 – SCOPE OF PROJECT	4
2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.	4
2.02 BACKGROUND INFORMATION.	4
2.03 SCOPE OF WORK/PROJECT REQUIREMENTS.	4
2.04 EVALUATION & SELECTION PROCESS.	5
2.05 PRICING STRUCTURE.....	6
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS	8
3.01 TAX EXEMPTION.	8
3.02 PROPOSER AFFIDAVIT.	8
3.03 PROCUREMENT ENHANCEMENT PROGRAM.	8
3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY.	8
3.05 PROPOSER’S INCURRED COSTS.	8
3.06 AFFIRMATIVE ACTION ASSURANCE (AAA).	8
3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES.....	8
ARTICLE 1. TERM.....	9
ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR.....	9
ARTICLE 3. COMPENSATION	9
ARTICLE 4. CITY’S RESPONSIBILITIES	9
ARTICLE 5. STANDARD OF CARE	9
ARTICLE 6. INDEMNIFICATION	9
ARTICLE 7. INSURANCE	9
ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY	10
ARTICLE 9. TERMINATION.....	10
ARTICLE 10. STANDARD TERMS	10
A. <i>DELAY IN PERFORMANCE</i>	10
B. <i>GOVERNING LAW AND VENUE</i>	10
C. <i>COMMUNICATIONS</i>	11
D. <i>EQUAL EMPLOYMENT OPPORTUNITY</i>	11
E. <i>WAIVER</i>	11
F. <i>SEVERABILITY</i>	11
G. <i>INDEPENDENT CONTRACTOR</i>	11
H. <i>ASSIGNMENT</i>	11
I. <i>THIRD PARTY RIGHTS</i>	12
J. <i>AMENDMENT</i>	12
K. <i>POLITICAL CONTRIBUTIONS</i>	12
L. <i>INTEGRATION</i>	12
M. <i>PCI COMPLIANCE</i>	12

<i>N. LIVING WAGE ORDINANCE</i>	12
EXHIBIT A – LETTER OF TRANSMITTAL	13
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY	15
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM..	16
EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE	17
EXHIBIT E – PARTICIPATION/WAIVER REQUEST FORM	18
APPENDIX A – PROJECT LOCATIONS	20

SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

City of Dayton, Public Works
Andrew Marks, Senior Engineer II
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-3857
Fax: (937) 333-4077
E-Mail: andrew.marks@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City's website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Purchasing and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined prior to finalization of RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP:	July 8, 2019
Last Day to Submit Questions:	3:00 PM local (Dayton OH) time on July 19, 2019
Written Responses to Questions:	July 24, 2019
Due Date for Proposals:	11:00 AM local (Dayton OH) time on August 5, 2019
Contractor is Selected:	Anticipated in August, 2019
Contract is Awarded:	Anticipated be in September, 2019
Notice to Proceed Issued:	Anticipated be in September, 2019

Any questions submitted after the deadline will not be considered unless they would change the outcome of the project.

1.03 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFP must submit a proposal. Proposers are to submit one (1) original copy signed by an officer authorized to bind the company and five (5) copies of their written proposal and one (1) electronic version provided on a flash drive. All proposals shall be sealed, properly addressed with the name of the Vendor and sent to:

RFP No. 19012PWCE Professional Services for an ADA Transition Plan
City of Dayton, Division of Procurement, Room 514
Melissa A. Wilson, CPPB
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by 11:00 AM local (Dayton OH) time on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right

to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** – The street address of the proposer's company headquarters.
 - **Local Office of Proposer** – Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** – State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.05 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.06 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only.**

This Project is being solicited with a 5% Small Business Enterprise (SBE) participation goal. Small Business Enterprise (SBE) subcontractor(s) proposers on this project must be certified with the City of Dayton Human Relations Council (HRC) as such. A company must be certified as a SBE for the goal at the time of the proposal due date. The list of certified companies in the City’s Procurement Enhancement Program can be found using the following link: <http://daytonhrc.org/business-technical-assistance/certification>; click the “PEP Certification List” link under the Procurement Enhancement Program.

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Previous Experience/Qualifications/References/Portfolio	35%
2	Pricing	30%
3	Ability to Address RFP Requirements/Project Approach/Schedule	25%
4	PEP Certified Vendor	5%
5	Dayton Local Business	5%
	Total Points	100%

1.07 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.

The City of Dayton, (“City”) Department of Public Works is seeking proposals for professional services for an Americans with Disabilities Act (“ADA”) Transition Plan. This plan is needed, and shall adhere to, all necessary Title II & Title III regulations with the Americans with Disabilities Act.

2.02 BACKGROUND INFORMATION.

The City is located at the crossroads of America, where I-75 north/south intersect with I-70 east/west and is best known as the Birthplace of Aviation. The City has a population of over 140,000 people and is roughly 56 square miles in area. As a local government organization, the City owns, operates, and maintains parks, recreation centers, golf courses, public facilities (both owned and leased), bike paths, traffic signals, parking meters, and communication services. The ADA requires agencies to identify barriers in programs and services that prevent persons with disabilities from access.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

This project will complete a full ADA Transition Plan on all City owned and maintained sites at locations listed in Appendix A – Project Locations. This plan and the self-evaluation must comply with all regulations of the ADA (Latest Edition), including any and all applicable guidelines or recommendations that have not been formally approved by the Department of Justice.

The final report shall be submitted to the City in hardcopy (two copies, bound) and electronic (.pdf) format. The City shall also receive all electronic spreadsheets, reports, appendices, etc. that is used in the final report. The final report shall be in the following format:

- General Summary: Methodology & Overarching Recommendations
- Site Reports: Detailed recommendations for each area/item listed in Appendix A – Project Locations
- Transition Plan: Phasing and Accompanying Cost Estimates

GENERAL SUMMARY NOTES

The general summary shall include, but not be limited to, details of the authority in which the self-evaluation was conducted, a description of the methods used in the self-evaluation, and a summary of all recommendations presented in the entire plan. The summary of all recommendations shall be based upon all individual items (facilities, traffic signals, parks, etc.)

SITE REPORTS

A separate site report shall be created for each facility, traffic signal, city block, bike path, park, recreation center, etc. All parking meter information can be created into one report and/or included within the city block for commercial parking districts, however for barriers identified; these must be called out based upon the City’s unique meter ID. Each site report shall contain the following information, but not limited to:

- Description of barriers at each location:
 - Referenced based upon the ADA regulation and/or guideline
 - Pictures
 - Means to remediate the barrier
 - Best practices and descriptions based upon ADA regulations and/or guidelines to meet requirements
 - The means to remediate the barrier shall be non-proprietary
 - Estimate of cost
- Checklist identifying all non-compliant barriers at each site
- Field notes

TRANSITION PLAN

The transition plan sets forth the steps necessary to implement and complete the barriers identified in the site reports. This plan shall include, but not limited to:

- A schedule prioritizing the recommendations identified in the site reports. Priority shall be utilized to make the greatest immediate impact. The Contractor shall have the freedom to create a prioritization list based upon past practice and best practices, however below are areas for consideration:
 - Schools
 - Senior Centers
 - Hospitals & Health Clinics
 - Recreation Centers, Community Centers, & Parks
 - Central Business Districts/High Pedestrian Routes
 - Public Service Agencies
 - Public Housing
 - Public Transit Routes
- Projected cost for each of the recommendations based upon year of implementation

GENERAL NOTES

The City of Dayton has already completed a self-evaluation on all wheelchair ramps and parking lots. The Contractor shall not perform any evaluation and assessment on these items however the City will provide necessary information that is to be included in the General Summary portion of the report. The Contractor shall still perform the necessary self-evaluation & transition plan up to the backside/edge(s) of the parking lot & wheelchair ramps where applicable.

The Contractor shall develop a template that meets and/or exceeds the requirements listed above and per ADA regulations. This template shall be delivered to the City at the start of the project such that the wheelchair ramp and parking lot data can be transferred to match the final report. This work is to be performed by the City.

Prior to beginning the interior facility self-evaluation, the Contractor and all Subcontractors shall receive a badge from the Division of Property Management at City Hall (101 West Third Street Dayton, Ohio 45402). Once received, these badges shall be worn at all times in all facilities. These badges would need to be returned to the City upon completion.

SCHEDULE

Contractor is to provide a schedule in their proposal that shows every attempt to expedite the plan to hit milestones based upon the following:

- 30% Update:
- 50% Update & Project Review
- 90% Update & Project Review
- 100% Review: All final documents submitted to the City by June 1, 2020.

2.04 EVALUATION AND SELECTION PROCESS.

Responses shall be organized in a three ring standard binder. The Contractor's responses must be brief and concise, containing no more than 30 single-sided standard letter (8 ½" x 11") size pages (not including coversheet, tabs, required forms/exhibits and resumes). The following are the required submittal contents, together with the potential points available for each content category:

Qualification of Firm and Past Performance

Contractor and each of its proposed Subcontractor(s) for this project shall provide a narrative of prior experience within the past five (5) years and qualifications in ADA Transition Plan creation, self-evaluation, and general ADA compliance. Provide a list of related projects (including dates of each project, project budget, and scope of work) that you (and all proposed Subcontractors) completed and/or had substantial involvement. Include a description of the work performed, identify the percentage of the total project completed by you (and each Subcontractor) and any special practices that were implemented to assist your clients achieve their goals. It is encouraged to elaborate on any "lessons learned" from past experience. It is also encouraged to highlight experience on Transition Plan, self-evaluation, and ADA compliance in the various items listed in Section 2.05 Pricing Structure.

Key personnel for this project

Provide a graphic and narrative description of the organizational structure for the provision of services to the City, specifically outlining each individual’s primary responsibilities, areas of expertise, and services to be provided. The overall project manager, engineer(s), architect(s), field supervisor(s), technician(s), and other individuals who will be assigned to coordinate the activities of the Contractor must be identified. Provide professional qualifications and experience (resume is sufficient) within the past five (5) years for all individuals identified for engagement, as well as a narrative description of similar project experience. Resumes of firm principals are not required unless they are proposed as active, integral members of the project team.

Ability to Address RFP Requirements/Project Approach/Schedule

The Contractor must describe your availability to the City and your approach for managing the project. The Contractor must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work. The Contract shall also provide a schedule with an anticipated starting date listed in Section 1.02 (RFP Schedule). This schedule shall be detailed enough to highlight meeting project milestones, other important dates, necessary updates with the City, and anticipated completion date. It is imperative that the schedule listed, provided, and developed between the City & the successful Contractor must be strictly met.

2.05 PRICING STRUCTURE. Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed in accordance with the City’s Ordinances and Charter in conjunction with the Ohio Revised Code. The City has the right to award any and all of the following items:

Item	Pricing
Facility & Park Self-Evaluation & Necessary Transition Plan	\$ _____
Sidewalk & Bike Path Self-Evaluation & Necessary Transition Plan	\$ _____
Traffic Signal & Parking Meter Self-Evaluation & Necessary Transition Plan	\$ _____
City Communication Services/Public Affairs Self-Evaluation & Necessary Transition Plan	\$ _____

Facility & Park Self-Evaluation & Necessary Transition Plan

This item would include all work necessary to complete a self-evaluation and necessary transition plan (with all requirements in Section 2.03 Scope of Work/Project Requirements) on all listed facilities and parks. This would include everything on the interior and exterior of all facilities and parks, up to the back of sidewalk; or what would typically be considered as outside of the right-of-way. There may be a few parks with bike paths (Highland & Cleveland parks, for example). In this scenario, the bike paths and attached appurtenances would be excluded from this line item and included in the “Sidewalk & Bike Path Self-Evaluation & Necessary Transition Plan” item. Some of the listed parks may have spray pads and/or public shelters with restrooms. This item shall include all items within the park limits.

Sidewalk & Bike Path Self-Evaluation & Necessary Transition Plan

This item would include all work necessary to complete a self-evaluation and necessary transition plan (with all requirements in Section 2.03 Scope of Work/Project Requirements) on all listed sidewalks and bike paths. The sidewalks listed are only abutting City owned and/or City maintained facilities. In the event that a location is unimproved or sidewalk is nonexistent, best practices shall be taken when generating the site report(s) and transition plan in regards to the recommendations for ADA compliance.

Traffic Signal & Parking Meter Self-Evaluation & Necessary Transition Plan

This item would include all work necessary to complete a self-evaluation and necessary transition plan (with all requirements in Section 2.03 Scope of Work/Project Requirements) on all listed traffic signals and parking meters. A map of all parking meters (1,231) is attached to this proposal. This item shall also include the self-evaluation of all on-street designated parking in commercial districts. These districts are defined below:

- All areas defined by the following boundaries:
 - I-75 to the west
 - Great Miami River to the north
 - Keowee Street to the east
 - US-35 to the south
- East Fifth Street from Brown Street to Wayne Avenue
- Wayne Avenue from East Fourth Street to Bainbridge Street
- Watervliet Avenue from Mundale Avenue to Smithville Road
- Brown Street from Kiefaber Street to Irving Avenue
- West Third Street from Shannon Street to Broadway Street

City Communication Services/Public Affairs Self-Evaluation & Necessary Transition Plan

This item would include all work necessary to complete a self-evaluation and necessary transition plan (with all requirements in Section 2.03 Scope of Work/Project Requirements) on all listed City communication services. These would include, but may not be limited to: City websites, digital content and communications, written content and communications, phone call centers, and mobile applications. The City operates the following forms of communication services:

- Websites shall include any and all links within the following main domains:
 - www.daytonohio.gov
 - www.daytonhrc.org
 - www.golf-dayton.com
 - www.daytonconventioncenter.com
 - <https://secure8.i-doxs.net/CityOfDayton/> (Pay Water Bill Online)
 - www.flydayton.com
 - www.jobapscloud.com/daytonohio/
- Phone Call Centers
 - 937-333-4915 (Sewer Maintenance)
 - 937-333-4900 (Water Distribution & After Hours Call Center)
 - 937-333-3550 (Water Revenue)
 - 937-333-4800 (Public Works)
 - 937-333-COPS (Non-Emergency Police)
 - 937-333-FIRE (Non-Emergency Fire)
 - 937-333-SORT (Recycle Dayton)
 - 937-333-8400 (Recreation & Youth Services)
 - 937-333-3333 (Main City Phone Number)
 - 1-877-FLY-DAY-1 (Dayton International Airport)
- Mobile Applications
 - *Dayton Delivers*
 - *Dayton Collects*
- Digital Content and Communications
 - *Dayton Extra* (Email Newsletter)
 - *Connections* (Quarterly Newsletter)
 - *News Releases* (Official News Stories)
 - *Birthplace of Next* (City of Dayton's Podcast)
 - Government TV Channel CDTN (Spectrum Channel 6)
- Social Media
 - [Facebook](#)
 - [Twitter](#)
 - [YouTube](#)
 - [LinkedIn](#)
 - [Instagram](#)
 - Nextdoor

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1403 (Office)
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3. COMPENSATION

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

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

ARTICLE 7. INSURANCE

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

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability

Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of 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. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

ARTICLE 9. TERMINATION

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

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

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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 AND VENUE

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

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:

Company Name: _____
 Address: _____
 City, State Zip Code _____
 Attention: _____
 Title: _____

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

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

G. INDEPENDENT CONTRACTOR

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

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor

from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

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

M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).

2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?aggrement=true&time=1493826893795 or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795>).

Selection one of the following and initial on the adjacent line:

- Not Applicable (“N/A”) _____
- Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. _____

N. LIVING WAGE ORDINANCE

“I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.”

- YES NO



City of Dayton, Ohio
Department of Public Works
Professional Services for an ADA Transition Plan
RFP No. 19012PWCE
July, 2019

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer’s name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer’s Phone Number: _____

Proposer’s Fax Number: _____

Proposer’s E-mail Address: _____

Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Public Works
Professional Services for an ADA Transition Plan
RFP No. 19012PWCE
July, 2019

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 19012PWCE. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Public Works
Professional Services for an ADA Transition Plan
RFP No. 19012PWCE
July, 2019

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered “forced labor” under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
Fax No.: _____



EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.

Type of Tax Filing: (check all that apply)

- 1. [] Employee Withholding FEIN #
2. [] Corporate Earnings FEIN #
3. [] Individual Ownership Earnings SSN #
4. [] Partnership Earnings FEIN #

Company Name Phone #

Mailing Address City St Zip

Local Business Address City St Zip

Check the jurisdictions that we administer that you operate in:

- [] Dayton City Limits [] Dayton Wright Brothers Airport [] Dayton International Airport [] NONE

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period? Calendar Year or Fiscal Year ending on

Withholding Information *Quarterly Withholding cannot exceed \$600.00

Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction

Do you submit withholdings QUARTERLY* or MONTHLY?

Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature Title Date

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401 (937) 333-3500 ~ Fax (937) 333-4280

CS-25c



EXHIBIT E – PARTICIPATION/WAIVER REQUEST FORM

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

Project Name & RFP #: _____

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	
Certified Business Firm Name:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tax I.D. Number:					
Street Address:					
City/State/ Zip Code:					
Phone (area code/#):	E-mail:				

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____ Total \$ to subcontract _____

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address
Print Name:		
Sign Name:		City/State/Zip

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ **Participation Goal (list only one):** _____

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

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



City of Dayton, Ohio
 Department of Public Works
 Professional Services for an ADA Transition Plan
 RFP No. 19012PWCE
 July, 2019

APPENDIX A – PROJECT LOCATIONS

Facility & Park Self-Evaluation & Necessary Transition Plan

No.	Building/Park Name	Address	Use
1	Fire Fleet Maintenance Garage	1601 Stanley Ave	Fire
2	Fire Headquarters	300 N. Main St, 45402	Fire
3	Fire Station 10	1234 S. Broadway	Fire
4	Fire Station 11	145 Warren St	Fire
5	Fire Station 12	4236 Brandt Pike	Fire
6	Fire Station 13	1723 W. 3rd St	Fire
7	Fire Station 14	2213 N. Main Street	Fire
8	Fire Station 15	2801 Wayne Ave	Fire
9	Fire Station 16	4111 Kings Highway	Fire
10	Fire Station 17	4118 W. 3rd Street	Fire
11	Fire Station 18	207 S. Smithville Rd	Fire
12	Fire Station 2	1009 E. 3rd st	Fire
13	Fire Station 8	2636 Stanley Ave	Fire
14	Fire Training Academy	200 McFadden	Fire
15	Adams & James Park	Adams & James	Park
16	Arlington Heights Park	Maywood & Trenton	Park
17	Arlington Hills Parks	McCall & Alder	Park
18	Belmont Park	East of Lohrey Rec Center	Park
19	Blommel Park	Jay & Oak & Park Drive	Park
20	Bomberger Park	1306 E Fifth	Park
21	Borgerding Park	Quitman & Little	Park
22	Burkham Park	S. Broadway & Dona	Park
23	Burns Jackson Park	Burns & Buckeye	Park
24	Canal Park	Sixth & Patterson	Park

25	Claridge Park	1400 Webster	Park
26	Cleveland Park	Cleveland & Brookline	Park
27	College Hill Park	Harvard & Shaftsbury	Park
28	Cooper Park	E Second & Patterson Boulevard	Park
29	Dayton View Park	N Broadway and Superior	Park
30	Deeds Park	Deeds Park Drive & Webster	Park
31	Desoto Bass (Gillespie Park)	Germantown & Danner	Park
32	DeWeese Park	1301 E Siebenthaler	Park
33	Fairview Park & Aquatic Center	2262 Elsmere	Park
34	Five Oaks Park	Five Oaks & Squirrel	Park
35	Gettysburg Park	Calhoun & Trenton	Park
36	Hickorydale Park	W Terminus of Hillcrest	Park
37	Highland Park	Koenig & St. Charles	Park
38	Highview Hills Park	Palmerston & Almore	Park
39	Jane Newcome Park	S end of Tudor	Park
40	Joan Hiers Park	Edison W of Paul Laurence Dunbar	Park
41	Lakeside Lake Park	Lakeside N of Lakeview	Park
42	Linden Park	Norwood & Pease	Park
43	Madden Park	Guthrie W of Vance	Park
44	Mallory Park	Germantown & Burwood	Park
45	Mary Avenue Park	Cardell N of Mary	Park
46	McCabe Park	3200 Home	Park
47	McIntosh Park	Edwin C. Moses & Riverview	Park
48	McKinley Park	Forest & Riverview	Park
49	Nordale Park	Nordale & Enterprise	Park
50	North Dayton War Memorial	Valley & Keowee	Park
51	Oak & Ivy Park	717 W Fourth	Park
52	Oregon Park	Brown & Hess	Park
53	Orville Wright Park	200 S. Wright	Park
54	Park Drive Park	Park Drive	Park
55	Pinewood Park	Alexander & Cosler	Park
56	Princeton Park	Princeton & Rosedale	Park

57	Residence Park	W 2nd & Elmhurst	Park
58	Ridgecrest Park	Pinecrest between Ridge & Siebenthaler	Park
59	Salem Heights Park	Parkhill N or Forest Grove	Park
60	Sandalwood Park	Sandalwood & Kurtz	Park
61	South Park Green	601 Hickory	Park
62	Steele Park	Steele & Pierce	Park
63	Thal park	Amherst & Harvard	Park
64	Triangle Park	Ridge & Embury Park	Park
65	Vietnam Memorial Park	Veterans Parkway & Patterson	Park
66	Walnut Hills Park	2300 Block Wayne	Park
67	Washington Park	3620 E 2nd	Park
68	Welcome Park	S end of Hopeland	Park
69	Western Hills Park	W end of Becker	Park
70	Wogaman Park	Renaissance Circle & Ruth	Park
71	Wright-Dunbar Park	NE Corner W Third & Edwin C. Moses	Park
72	City Hall - Municipal Garage	123 W. Third St, 45402	Parking Garage
73	Oregon District Garage	132 E. Fifth St, Dayton 45402	Parking Garage
74	Central Patrol Operations Division	248 Salem Ave, 45406	Police
75	Eastern Patrol Operations Division North	413 & 417 E. Helena St, 45404	Police
76	Eastern Patrol Operations Division South	2721 Wayne Ave, 45420	Police
77	Police Academy	3237 Guthrie Rd, 45417	Police
78	Safety Building	335 W. Third St, 45402	Police
79	Western Patrol Operations Division	931 Washington Street	Police
80	Building 23: Director of Public Works	1736 E. Monument Ave, 45402	Public
81	City Hall	101 W. Third St, 45402	Public
82	Dayton Convention Center	22 E 5th Street	Public
83	Dayton Dragons Stadium	220 N Patterson Blvd	Public
84	Levitt Pavilion (Pavilion)	134 S Main	Public
85	Levitt Pavilion (Restrooms)	119 S Jefferson	Public
86	One Stop Center	371 W. Second St, 45402	Public
87	Chin's Restaurant	200 S. Jefferson St, 45402	Public/Oregon Garage

88	Gilly's	132 S. Jefferson St, 45402	Public/Oregon Garage
89	Community Golf Course	2917 Berkley St, 45409	Recreation
90	Greater Dayton Recreation Center	2021 W. Third St, 45417	Recreation
91	Howell Field	2424 Ridge Ave, 45414	Recreation
92	Jim Nichols Tennis Center	2436 DeWeese Pkwy, 45414	Recreation
93	Kettering Field Complex	444 North Bend Blvd, 45404	Recreation
94	Kittyhawk Golf Course	3383 Chuck Wagner Ln, 45414	Recreation
95	Lohrey Recreation Center	2366 Glenarm Ave, 45420	Recreation
96	Madden Golf Course	2100 Nicholas Rd, 45417	Recreation
97	Michael Solomon Pavilion	2917 Berkley St, 45409	Recreation
98	Northwest Recreation Center	1600 Princeton Dr, 45406	Recreation
99	Stuart Patterson Park	238 Baltimore	Recreation
100	Ottawa Yards Ottawa Pump Station	943 Ottawa	Water
101	Ottawa Yards Sewer Maintenance	900 Ottawa	Water
102	Ottawa Yards Water Treatment Plant	900 Ottawa	Water
103	Ottawa Yards Water Utility Field Operations	945 Ottawa	Water
104	Water Administration Building	320 W. Monument	Water
105	Water Reclamation Admin	2800 Guthrie Road	Water
106	Water Reclamation Training Room	2800 Guthrie Road	Water
107	Water Supply & Treatment Admin	3210 Chuck Wagner Lane	Water
108	Water Supply & Treatment Training Room	3210 Chuck Wagner Lane	Water
109	Westmont Cemetery	1950 S. Gettysburg	Cemetery
110	Wegerzyn Gardens (North of Garage)	1301 Siebenthaler	Park

Sidewalk & Bike Path Self-Evaluation & Necessary Transition Plan

No.	Facility Name (Sidewalk Self-Evaluation)	Address
1	Fire Fleet Maintenance Garage	1601 Stanley Ave
2	Fire Headquarters	300 N. Main St, 45402
3	Fire Station 10	1234 S. Broadway

4	Fire Station 11	145 Warren St
5	Fire Station 12	4236 Brandt Pike
6	Fire Station 13	1723 W. 3rd St
7	Fire Station 14	2213 N. Main Street
8	Fire Station 15	2801 Wayne Ave
9	Fire Station 16	4111 Kings Highway
10	Fire Station 17	4118 W. 3rd Street
11	Fire Station 18	207 S. Smithville Rd
12	Fire Station 2	1009 E. 3rd st
13	Fire Station 8	2636 Stanley Ave
14	Fire Training Academy	200 McFadden
15	Adams & James Park	Adams & James
16	Arlington Heights Park	Maywood & Trenton
17	Arlington Hills Parks	McCall & Alder
18	Belmont Park	East of Lohrey Rec Center
19	Blommel Park	Jay & Oak & Park Drive
20	Bomberger Park	1306 E Fifth
21	Borgerding Park	Quitman & Little
22	Burkham Park	S. Broadway & Dona
23	Burns Jackson Park	Burns & Buckeye
24	Canal Park	Sixth & Patterson
25	Claridge Park	1400 Webster
26	Cleveland Park	Cleveland & Brookline
27	College Hill Park	Harvard & Shaftsbury
28	Cooper Park	E Second & Patterson Boulevard
29	Dayton View Park	N Broadway and Superior
30	Deeds Park	Deeds Park Drive & Webster
31	Desoto Bass (Gillespie Park)	Germantown & Danner
32	DeWeese Park	1301 E Siebenthaler
33	Fairview Park & Aquatic Center	2262 Elsmere
34	Five Oaks Park	Five Oaks & Squirrel
35	Gettysburg Park	Calhoun & Trenton
36	Hickorydale Park	W Terminus of Hillcrest
37	Highland Park	Koenig & St. Charles

38	Highview Hills Park	Palmerston & Almore
39	Jane Newcome Park	S end of Tudor
40	Joan Hiers Park	Edison W of Paul Laurence Dunbar
41	Linden Park	Norwood & Pease
42	Madden Park	Guthrie W of Vance
43	Mallory Park	Germantown & Burwood
44	Mary Avenue Park	Cardell N of Mary
45	McCabe Park	3200 Home
46	McIntosh Park	Edwin C. Moses & Riverview
47	McKinley Park	Forest & Riverview
48	Nordale Park	Nordale & Enterprise
49	North Dayton War Memorial	Valley & Keowee & Tony Stein
50	Oak & Ivy Park	717 W Fourth
51	Oregon Park	Brown & Hess
52	Orville Wright Park	200 S. Wright
53	Park Drive Park	Park Drive
54	Pinewood Park	Alexander & Cosler
55	Princeton Park	Princeton & Rosedale
56	Residence Park	W 2nd & Elmhurst
57	Ridgecrest Park	Pinecrest between Ridge & Siebenthaler
58	Salem Heights Park	Parkhill N or Forest Grove
59	Sandalwood Park	Sandalwood & Kurtz
60	South Park Green	601 Hickory
61	Steele Park	Steele & Pierce
62	Thal park	Amherst & Harvard
63	Triangle Park	Ridge & Embury Park
64	Vietnam Memorial Park	Veterans Parkway & Patterson
65	Walnut Hills Park	2300 Block Wayne
66	Washington Park	3620 E 2nd
67	Welcome Park	S end of Hopeland
68	Western Hills Park	W end of Becker
69	Wogaman Park	Renaissance Circle & Ruth
70	Wright-Dunbar Park	NE Corner W Third & Edwin C. Moses

71	City Hall - Municipal Garage	123 W. Third St, 45402
72	Oregon District Garage Complex	132 E. Fifth St, Dayton 45402
73	Central Patrol Operations Division	248 Salem Ave, 45406
74	Eastern Patrol Operations Division North	413 & 417 E. Helena St, 45404
75	Eastern Patrol Operations Division South	2721 Wayne Ave, 45420
76	Police Academy	3237 Guthrie Rd, 45417
77	Safety Building	335 W. Third St, 45402
78	Western Patrol Operations Division	931 Washington Street
79	Building 23: Director of Public Works	1736 E. Monument Ave, 45402
80	City Hall	101 W. Third St, 45402
81	Dayton Convention Center	22 E 5th Street
82	Dayton Dragons Stadium & Don Crawford Plaza	220 N Patterson Blvd
83	Levitt Pavilion Complex	134 S Main
84	One Stop Center	371 W. Second St, 45402
85	Community Golf Course	2917 Berkley St, 45409
86	Greater Dayton Recreation Center	2021 W. Third St, 45417
87	Howell Field	2424 Ridge Ave, 45414
88	Jim Nichols Tennis Center	2436 DeWeese Pkwy, 45414
89	Kettering Field Complex	444 North Bend Blvd, 45404
90	Kittyhawk Golf Course	3383 Chuck Wagner Ln, 45414
91	Lohrey Recreation Center	2366 Glenarm Ave, 45420
92	Madden Golf Course	2100 Nicholas Rd, 45417
93	Northwest Recreation Center	1600 Princeton Dr, 45406
94	Stuart Patterson Park	238 Baltimore
95	Water Administration Building	320 W. Monument
96	Water Reclamation Admin	2800 Guthrie Road
97	Water Supply & Treatment Admin	3210 Chuck Wagner Lane
98	Dunbar Field Office	320 South Paul Laurence Dunbar
99	Sunrise Center	1320 E. Fifth
100	Sign & Signal Shop	520 Kiser
101	Cultural Center	40 S Edwin C. Moses
102	DayMont Rehab Center	1520 Germantown
103	Northeast Priority Board	359 Maryland

104	Signal Building	15 E. Monument
105	Southeast Priority Board	2160 E. Fifth
106	Smokin' BBQ	200 E. Fifth
107	Action Sports	1103 Gateway
108	The Neon	130 E. Fifth
109	Edgemont Neighborhood Center	919 Miami Chapel
110	Public Health Dayton & Montgomery County	1323 W. Third
111	St. Mary Development Corporation	2160 E. Fifth
112	Stepping Stones Daycare	215 Burkhardt
113	Senior Resources Connection	105 S. Wilkinson
114	Temple Isreal	130 Riverside
115	Adult Parole Authority	1901 S Gettysburg
116	Westwood Park	2805 Oakridge
117	Westmont Cemetery	1950 S. Gettysburg

No.	Bike Path	From	To	Distance (Miles)
1	Wolf Creek Trail (James H McGee)	Rosedale Drive	Little Richmond Road	2.4
2	Steve Whalen Blvd	Hamilton Avenue	Wyoming Street	0.7
3	Dayton Kettering Connector	Lowes St	Jane Newcom Park	1.6
4	Harvard Bike Path	Salem Avenue	Broadway Street	0.05
5	Cleveland Park Bike Path	Steve Whalen Blvd	Cleveland Ave	0.42
6	Stanley Avenue	Troy Street	Rita Street	0.36
7	Keowee St Side Path	Webster St	Helena St	0.4
8	West Riverview Bike Ramp	West Riverview Avenue	Great Miami Trail West	0.1
9	Northcutt Bike Path	Frederick Pike	Stillwater River Trail	0.08
10	Wolf Creek Recreation Trail	Antioch	Riverview & Canfield	1.19
11	Belmont Bike Path	Belmont Park	Belmont Park	0.76

Traffic Signal & Parking Meter Self-Evaluation & Necessary Transition Plan

No.	Primary Street	Secondary Street
TS-121	LUDLOW	SIXTH
TS-123	JEFFERSON	PATTERSON
TS-125	LUDLOW	PATTERSON
TS-126	APPLE	PATTERSON
TS-127	PATTERSON	STEWART
TS-128	PATTERSON	RIVER PARK
TS-129	EDWIN C. MOSES	WASHINGTON
TS-13	MAIN	MONUMENT
TS-130	LUDLOW	WASHINGTON
TS-131	LONGWORTH	WASHINGTON

TS-133	BRANDT	INTERPOINT
TS-134	BABBITT	MAIN
TS-135	CINCINNATI	STEWART
TS-136	BRANDT	HARSHMAN
TS-138	BROADWAY	GERMANTOWN
TS-14	FIRST	MAIN
TS-140	GOODWILL	WOODMAN
TS-141	GERMANTOWN	P.L.DUNBAR
TS-142	EUCLID	GERMANTOWN
TS-143	RAINIER	WOODMAN
TS-144	BROOKLYN	HOOVER
TS-145	J.H.McGEE	ROSEDALE
TS-146	BROADWAY	RIVERVIEW
TS-147	BROADWAY	GRAND
TS-148	CATALPA	FAIRVIEW
TS-149	FOREST	GRAND
TS-15	MAIN	SECOND
TS-150	RIDGE	RIVERSIDE
TS-151	HELENA	RIVERSIDE
TS-152	BROWN	CALDWELL
TS-153	HARSHMAN	MEIJER'S DRWY
TS-154	WATER	WEBSTER
TS-155	EWING	KEOWEE
TS-156	LEO	WEBSTER
TS-157	KEOWEE	LEO
TS-158	HELENA	KEOWEE
TS-159	EASTWOOD	HARSHMAN
TS-16	MAIN	THIRD
TS-160	KEOWEE	VALLEY
TS-161	CHAPEL	TROY
TS-162	LEO	TROY
TS-164	HEARTHSTONE	LINDEN
TS-165	St. ADALBERT	VALLEY
TS-166	CHAPEL	CHILDREN'S PLAZA

TS-167	IRWIN	SPRINGFIELD
TS-169	HUFFMAN	LINDEN
TS-17	FOURTH	MAIN
TS-170	HUFFMAN	SMITHVILLE
TS-171	LINDEN	SMITHVILLE
TS-173	LINDEN	XENIA
TS-174	CINCINNATI	EDWIN C. MOSES
TS-175	BOLTIN	St. PAUL
TS-176	SECOND 21 EAST	X-WALK
TS-177	ILLINOIS	St. PAUL
TS-178	MCCLURE	XENIA
TS-179	LISCUM	THIRD
TS-18	FIFTH	MAIN
TS-180	ELMHURST	HOOVER
TS-181	STEWART	WAYNE
TS-182	CLOVER	WAYNE
TS-183	WAYNE	WYOMING
TS-184	ANDERSON	WAYNE
TS-185	ILLINOIS	STEWART
TS-186	ARBOR	WATERVLIET
TS-187	SMITHVILLE	WAYNE
TS-188	BELLAIRE	WILMINGTON
TS-189	BURNS	WARREN
TS-19	MAIN	SIXTH
TS-190	APPLE	BROWN
TS-191	BROWN	WYOMING
TS-192	ALBERTA	WYOMING
TS-193	BROWN	STEWART
TS-195	BROWN	L
TS-196	BROWN	IRVING
TS-197	PATTERSON	SHROYER
TS-198	PATTERSON	WILMINGTON
TS-199	PATTERSON	SMITHVILLE
TS-20	FRANKLIN	MAIN

TS-200	SMITHVILLE	WATERVLIET
TS-201	TROY	VALLEY
TS-203	NASSAU	WYOMING
TS-204	BROWN	WOODLAND
TS-205	RUBICON	STEWART
TS-206	GERMANTOWN	GROVELAND
TS-207	HILLCREST	MAIN
TS-208	GREAT MIAMI	MAIN
TS-209	APPLE	MAIN
TS-21	MAIN	WASHINGTON
TS-210	MARGARET	WAYNE
TS-212	CREIGHTON	WYOMING
TS-213	VOLKENAND	WAYNE
TS-214	CORNELL	PHILADELPHIA
TS-216	HUDSON	MAIN
TS-218	MADISON	THIRD
TS-22	MAIN	PATTERSON
TS-220	EMBURY PARK	KEOWEE
TS-221	KEOWEE	STANLEY
TS-222	BROADWAY	EDWIN C. MOSES
TS-223	FOREST	HELENA
TS-226	CAMPBELL	STEWART
TS-228	HILLCREST	PHILADELPHIA
TS-229	EDWIN C. MOSES	RIVERVIEW
TS-23	MAIN	STOUT
TS-230	FIRST	ROBERT
TS-231	P.L. DUNBAR	RIVERVIEW
TS-232	PHILADELPHIA	SIEBENTHALER
TS-233	GRAFTON	GRAND
TS-234	CORNELL	NEWTON
TS-235	CORNELL	KIPLING
TS-237	GOOD SAM. HOSP.	PHILADELPHIA
TS-238	GETTYSBURG	KING'S HIGHWAY
TS-24	HOSPITAL DRIVEWAY	MAIN

TS-240	STANLEY	VALLEY
TS-242	PATTERSON	WATERVLIET
TS-243	RAMP 53A-P	SECOND
TS-244	THIRD	WRIGHT
TS-246	FOURTH	WAYNE
TS-247	HILLCREST	SALEM
TS-249	RIVERSIDE	SIEBENTHALER
TS-25	MAIN	WYOMING
TS-250	RIVERVIEW	ROSEDALE
TS-251	GETTYSBURG	HOOVER
TS-252	FOREST	GREAT MIAMI
TS-254	DETRICK	RAMP 54C-M
TS-255	MAIN	RAMP 54B-M
TS-256	SHROYER	WILMINGTON
TS-257	IRVING	WILMINGTON
TS-258	JAMES H MCGEE	PHILADELPHIA
TS-259	RAMP 211	RAMP 213
TS-26	MAIN	STEWART
TS-260	BENTON	PARKHILL
TS-261	BRANDT	STANLEY
TS-262	FINDLAY	MONUMENT
TS-263	FIRST	SPRINGFIELD
TS-264	FINDLAY	SPRINGFIELD
TS-265	EUCLID	THIRD
TS-266	St.MARY'S	THIRD
TS-267	FIFTH	HAMILTON
TS-269	GERMANTOWN	JAMES H MCGEE
TS-27	FIRST	SEARS
TS-270	CARILLON	PATTERSON
TS-271	HOOVER	JAMES H. MCGEE
TS-273	ELMHURST	THIRD
TS-274	GOLD	JAMES H. McGEE
TS-275	JAMES H. McGEE	RAMP 341
TS-278	GERMANTOWN	GETTYSBURG

TS-279	GETTYSBURG	JAMES H. McGEE
TS-28	PHILADELPHIA	SALEM
TS-280	HILLROSE	LEO
TS-281	HOME	P.L.DUNBAR
TS-282	HOME	JAMES H. McGEE
TS-284	SMITHVILLE	TUTTLE
TS-286	PHILADELPHIA	RIVERVIEW
TS-287	STANLEY	TROY
TS-288	STANLEY	WEBSTER
TS-289	FARR	STANLEY
TS-29	ELSMERE	SALEM
TS-290	GETTYSBURG	LAKESIDE
TS-293	GETTYSBURG	HILLCREST
TS-294	GERMANTOWN	Mt.CLAIR
TS-297	THIRD	UPLAND
TS-298	EDWIN C.MOSES	STEWART
TS-299	BROADWAY	EDISON
TS-3	KNECHT	MAIN
TS-30	CATALPA	SALEM
TS-300	CLEVELAND	SMITHVILLE
TS-304	SMITHVILLE	WOODBINE
TS-306	ARLENE	FREE PIKE
TS-307	BRUMBAUGH	FREE PIKE
TS-308	RAMP 377	SMITHVILLE
TS-309	RAMP 372	SMITHVILLE
TS-31	EMERSON	SALEM
TS-310	STEWART	ZEHLER
TS-314	BURKHARDT	SMITHVILLE
TS-315	ALBERTA	STEWART
TS-318	MAIN	WRIGHT STOP PLAZA
TS-32	HARVARD	SALEM
TS-32	CORNELL	SALEM
TS-320	SECOND 24 WEST	X-WALK
TS-321	MAIN 111 NORTH	X-WALK

TS-322	BAINBRIDGE	JONES
TS-325	CORNELL	GETTYSBURG
TS-327	FIFTH	KEOWEE
TS-328	EDWIN C.MOSES	WISCONSIN
TS-329	GETTYSBURG	WEST VIRGINIA
TS-330	GRAND	GREAT MIAMI
TS-333	WOODBINE	WOODMAN
TS-334	LUDLOW 123 N.	X-WALK
TS-336	PHILLIPS	WAYNE
TS-337	BROADWAY	HOME
TS-339	THIRD	WESTOWN
TS-34	NORTH	SALEM
TS-340	ODLIN	SIEBENTHALER
TS-341	EDWIN C.MOSES	RAMP 51H
TS-344	HAMILTON	LINDEN
TS-345	RAMP 53A-H	THIRD
TS-346	RAMP 53A-J	ROBERT Nb.
TS-349	GETTYSBURG	PRESCOTT
TS-35	GRAND	SALEM
TS-351	FIRST	MAXWELL
TS-352	McARTHUR	NICHOLAS
TS-353	RED CROSS	SECOND
TS-354	RAMP 35	STEWART
TS-355	EDWIN C.MOSES	GERMANTOWN
TS-358	PERRY	WASHINGTON
TS-36	SABLE	SALEM
TS-361	CITATION	WILMINGTON
TS-362	OTTERBEIN	PHILADELPHIA
TS-363	CATALPA	HILLCREST
TS-364	RIDGE	SIEBENTHALER
TS-365	RAMP 56H	RAMP 56J
TS-366	IRVING	SHAFOR
TS-367	FREE PIKE	GETTYSBURG
TS-369	FOURTH	St.MARY'S

TS-37	RIVERVIEW	SALEM
TS-370	RAMP 56A	STANLEY
TS-371	AIR CITY	KUNTZ
TS-374	GETTYSBURG	OAKRIDGE
TS-376	BUCKEYE	JEFFERSON
TS-377	JEFFERSON	RAMP 356
TS-378	JEFFERSON	RAMPS 352/353/357
TS-38	GRAFTON	RIVERVIEW
TS-380	PATTERSON	WASHINGTON
TS-381	PATTERSON	RAMP 356
TS-382	RAMP 355	WAYNE
TS-383	MAIN	PATTERSON
TS-385	JEFFERSON	WRIGHT STOP PLAZA
TS-386	DANNER	STEWART
TS-387	GERMANTOWN	RANDOLPH
TS-389	KEOWEE	RAMP 358
TS-390	KEOWEE	XENIA
TS-391	ADAMS	KEOWEE
TS-393	STEVE WHALEN	WYOMING
TS-4	MAIN	PARKWOOD
TS-40	MONUMENT	WILKINSON
TS-41	LUDLOW	MONUMENT
TS-418	SALEM	WABASH
TS-42	JEFFERSON	MONUMENT
TS-423	GETTYSBURG	SECOND
TS-424	GETTYSBURG	LITTLE RICHMOND
TS-425	FREDERICK	NEEDMORE
TS-43	MONUMENT	St.CLAIR
TS-430	MAIN 25 NORTH	X-WALK
TS-434	RAMP 365	STEVE WHALEN
TS-435	RAMP 362	STEVE WHALEN
TS-437	THIRD	YOUNG
TS-44	MONUMENT	PATTERSON
TS-447	THIRD 30 WEST	X-WALK

TS-448	LISCUM	US 35
TS-449	ABBEY	US 35
TS-45	MONUMENT	RIVER CORRIDOR
TS-450	DERBYSHIRE	GETTYSBURG
TS-451	GETTYSBURG	RAMP 335
TS-46	MONUMENT	WEBSTER
TS-47	TROY	WARNER
TS-48	KEOWEE	MONUMENT
TS-49	FIRST	PERRY
TS-5	FAIRVIEW	MAIN
TS-50	FIRST	WILKINSON
TS-51	FIRST	LUDLOW
TS-52	FIRST	JEFFERSON
TS-523	BOEING	TERMINAL
TS-53	FIRST	St.CLAIR
TS-54	FIRST	PATTERSON
TS-55	FIRST 308 EAST	X-WALK
TS-56	FIRST	WEBSTER
TS-57	FIRST	KEOWEE
TS-58	FINDLAY	FIRST
TS-59	INLAND	THIRD
TS-6	MAIN	SANTA CLARA
TS-63	PERRY	SECOND
TS-64	SECOND	WILKINSON
TS-65	LUDLOW	SECOND
TS-66	JEFFERSON	SECOND
TS-67	St.CLAIR	SECOND
TS-68	PATTERSON	SECOND
TS-69	MADISON	SECOND
TS-7	MAIN	RIDGE
TS-70	SECOND	WEBSTER
TS-71	GETTYSBURG	THIRD
TS-72	ABBEY	BROOKLYN
TS-74	J.H.McGEE	THIRD

TS-75	P.L.DUNBAR	THIRD
TS-76	BROADWAY	THIRD
TS-77	THIRD	WILLIAMS
TS-78	EDWIN C.MOSES	THIRD
TS-79	ROBERT Sb.	THIRD
TS-8	FOREST	MAIN
TS-81	PERRY	THIRD
TS-82	THIRD	WILKINSON
TS-83	LUDLOW	THIRD
TS-84	JEFFERSON	THIRD
TS-85	St.CLAIR	THIRD
TS-86	PATTERSON	THIRD
TS-87	MADISON	THIRD
TS-88	THIRD	WEBSTER
TS-89	KEOWEE	THIRD
TS-9	HELENA	MAIN
TS-90	ORCHARD	THIRD
TS-93	LINDEN	SPRINGFIELD
TS-94	FINDLAY	THIRD
TS-95	IRWIN	THIRD
TS-96	AIRWAY	SMITHVILLE
TS-97	FOURTH	PERRY
TS-98	FOURTH	WILKINSON
TS-99	FOURTH	LUDLOW
TS-XXX	Needmore	Wagner Ford
TS-XXX	Penn National	Wagner Ford
TS-XXX	Brentlinger	Hollywood
TS-XXX	WEBSTER	WINNERS
TS-XXX	Lincoln	Main
TS-XXX	RIVERTON	SHOUP MILL

City of Dayton Parking Meter Locations



Sources: Esri, HERE, Garmin, Intermap, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



TO: Proposers on RFP No. 19012PWCE

FROM: City of Dayton, Ohio
Division of Property Management

SUBJECT: ADDENDUM No. 1 - Questions and Answers for above RFP

The City of Dayton has received questions relating to our RFP No. 19012PWCE

The following are the questions with answers for this RFP. Please consider this document in preparation of your proposal response. In the answers of these questions the City of Dayton shall be noted as "City".

To ensure the integrity of the proposal process, a signed copy of this proposal addendum notice shall be included with your company's response to this document.

(Print Name) (Date)

(Signature) (Company Name)

Sincerely,

Andrew Marks, P.E.
Senior Engineer II



DAYTON

CITY OF DAYTON

REQUEST FOR PROPOSAL (RFP) NO. 19012PWCE

PROFESSIONAL SERVICES FOR AN ADA TRANSITION PLAN

July 24, 2019

In the answers of these questions the City of Dayton shall be noted as "City".

QUESTION #1:

QUESTION: Can we get a listing of the properties that includes the square feet for the buildings and the acreage for the parks?

ANSWER: The City does not wish to provide this information as we feel the addresses and facility/park names are sufficient to perform the necessary research to determine the information desired.

QUESTION #2:

QUESTION: The list of properties includes parks. What are the amenities (including buildings within the park and square feet) and the total acreage for each park?

ANSWER: The City does not wish to provide this information as we feel the addresses and park names are sufficient to perform the necessary research to determine the information desired.

QUESTION #3:

QUESTION: What is the total miles of trails at parks?

ANSWER: The City does not wish to provide this information as we feel the addresses and park names are sufficient to perform the necessary research to determine the information desired.

QUESTION #4:

QUESTION: The property list includes trails and bike paths. Currently the ADA does not specifically cover trails and bike paths, however, the ABA (Architecture Barriers Act) addresses such recreation amenities. Is it the intent of the City to assess the trails and bike paths as ADA accessible routes, or use the ABA standards for trails and bike paths, even though the City is not obligated to conform with the ABA? Are the bike paths shared with pedestrians?

ANSWER: The City considers all bike paths listed as multi-use paths. We would therefore consider these needed to be evaluated for ADA compliance.

QUESTION #5:

QUESTION: Does the assessment task include employee use only areas?

ANSWER: Yes.

QUESTION #6:

QUESTION: In reference to the “Sidewalks and Bike Paths” listed in Appendix A, are these within the property of the facility listed or within the right-of-way?

ANSWER: The sidewalks listed in Appendix A (starting page 23 under the heading “Facility Name (Sidewalk Self-Evaluation)”) are all in the right-of-way. The facilities, parks, building, etc. listed are to be evaluated for the sidewalk within the right-of-way directly abutting the property.

All of the bike paths listed are off road paths, however some are side paths in which they are adjacent to the roadway.

QUESTION #7:

QUESTION: Can the completion date be extended from the June 1, 2020 completion date listed in the RFP?

ANSWER: Yes, the new completion date is **February 1, 2021**.

QUESTION #8:

QUESTION: Is public outreach to be included in base scope of services?

ANSWER: No, the City will perform the necessary public outreach.

QUESTION #9:

QUESTION: In Section 2.03, Site Reports, the RFP lists required information to be included in the Site Reports. Floor plans or other drawings are not listed. Please confirm drawings are not required to be part of the report unless a unique accessibility situation would make providing a partial drawing necessary to explain a particular barrier or solution.

ANSWER: Correct, floor plans and other drawings are not required to be included in the Site Reports unless it is necessary to illustrate a specific situation. It should be noted that the City may have floor plans and/or construction drawings for some of the facilities to be evaluated in this RFP, but not all.

CLARIFICATIONS

1. The Appendix A listing of required assets to be evaluated has been updated to reflect deletions. Please delete Appendix A in its entirety and use Appendix A dated July 24, 2019 attached to this addendum. Items that were deleted:

- Building/Park Name
 - Remove #87 Chin’s Restaurant
 - Remove #88 Gilly’s
 - Remove #107 Westmont Cemetery
 - Remove #108 Wegerzyn Gardens (North of Garage)
- Facility Name (Sidewalk Self-Evaluation)
 - Remove #63 Triangle Park
 - Remove #76 Police Academy
 - Remove #78 Western Patrol Operation Division
 - Remove #79 Building 23: Director of Public Works
 - Remove #85 Community Golf Course
 - Remove #87 Howell Field
 - Remove #88 Jim Nichols Tennis Center
 - Remove #90 Kittyhawk Golf Course

- Remove #92 Madden Golf Course
- Remove #96 Water Reclamation Admin
- Remove #97 Water Supply & Treatment Admin
- Remove #106 Action Sports
- Remove #117 Westmont Cemetery

2. As stated in Question #7, the completion date has been extended to **February 1, 2021**.

3. To clarify Section 2.05 "Pricing Structure", each individual item shall only include the self-evaluation and all necessary and required deliverables. It is understood that the overall Transition Plan would encompass all work to be performed & results from these items instead of breaking it down to be included in each individual item. Please delete the itemized pricing section in Section 2.05 "Pricing Structure" in its entirety and use the revised pricing section below.

The ADA Transition Plan shall cover all work necessary to compile and complete the ADA Transition Plan from the Self-Evaluations. The City shall supply information such as the grievance policy, ADA Coordinator, and any other applicable data.

The Proposer shall use additional space below, or add supplemental pages, to provide quotes for additional fees to be charged for services rendered. Proposer shall identify fees, provide an explanation of how the fee will be charged, and provide a per unit rate. This is to be used for items potentially missed in this RFP, for additional services based on best practices, or to provide more efficient/effective method.

Item	Pricing
Facility & Park Self-Evaluation	\$ _____
Sidewalk & Bike Path Self-Evaluation	\$ _____
Traffic Signal & Parking Meter Self-Evaluation	\$ _____
City Communication Services/Public Affairs Self-Evaluation	\$ _____
ADA Transition Plan	\$ _____



City of Dayton, Ohio
 Department of Public Works
 Professional Services for an ADA Transition Plan
 RFP No. 19012PWCE
 July, 2019

APPENDIX A – PROJECT LOCATIONS (REVISED JULY 24, 2019)

Facility & Park Self-Evaluation & Necessary Transition Plan

No.	Building/Park Name	Address	Use
1	Fire Fleet Maintenance Garage	1601 Stanley Ave	Fire
2	Fire Headquarters	300 N. Main St, 45402	Fire
3	Fire Station 10	1234 S. Broadway	Fire
4	Fire Station 11	145 Warren St	Fire
5	Fire Station 12	4236 Brandt Pike	Fire
6	Fire Station 13	1723 W. 3rd St	Fire
7	Fire Station 14	2213 N. Main Street	Fire
8	Fire Station 15	2801 Wayne Ave	Fire
9	Fire Station 16	4111 Kings Highway	Fire
10	Fire Station 17	4118 W. 3rd Street	Fire
11	Fire Station 18	207 S. Smithville Rd	Fire
12	Fire Station 2	1009 E. 3rd st	Fire
13	Fire Station 8	2636 Stanley Ave	Fire
14	Fire Training Academy	200 McFadden	Fire
15	Adams & James Park	Adams & James	Park
16	Arlington Heights Park	Maywood & Trenton	Park
17	Arlington Hills Parks	McCall & Alder	Park
18	Belmont Park	East of Lohrey Rec Center	Park
19	Blommel Park	Jay & Oak & Park Drive	Park
20	Bomberger Park	1306 E Fifth	Park
21	Borgerding Park	Quitman & Little	Park

22	Burkham Park	S. Broadway & Dona	Park
23	Burns Jackson Park	Burns & Buckeye	Park
24	Canal Park	Sixth & Patterson	Park
25	Claridge Park	1400 Webster	Park
26	Cleveland Park	Cleveland & Brookline	Park
27	College Hill Park	Harvard & Shaftsbury	Park
28	Cooper Park	E Second & Patterson Boulevard	Park
29	Dayton View Park	N Broadway and Superior	Park
30	Deeds Park	Deeds Park Drive & Webster	Park
31	Desoto Bass (Gillespie Park)	Germantown & Danner	Park
32	DeWeese Park	1301 E Siebenthaler	Park
33	Fairview Park & Aquatic Center	2262 Elsmere	Park
34	Five Oaks Park	Five Oaks & Squirrel	Park
35	Gettysburg Park	Calhoun & Trenton	Park
36	Hickorydale Park	W Terminus of Hillcrest	Park
37	Highland Park	Koenig & St. Charles	Park
38	Highview Hills Park	Palmerston & Almore	Park
39	Jane Newcome Park	S end of Tudor	Park
40	Joan Hiers Park	Edison W of Paul Laurence Dunbar	Park
41	Lakeside Lake Park	Lakeside N of Lakeview	Park
42	Linden Park	Norwood & Pease	Park
43	Madden Park	Guthrie W of Vance	Park
44	Mallory Park	Germantown & Burwood	Park
45	Mary Avenue Park	Cardell N of Mary	Park
46	McCabe Park	3200 Home	Park
47	McIntosh Park	Edwin C. Moses & Riverview	Park
48	McKinley Park	Forest & Riverview	Park
49	Nordale Park	Nordale & Enterprise	Park
50	North Dayton War Memorial	Valley & Keowee	Park
51	Oak & Ivy Park	717 W Fourth	Park

52	Oregon Park	Brown & Hess	Park
53	Orville Wright Park	200 S. Wright	Park
54	Park Drive Park	Park Drive	Park
55	Pinewood Park	Alexander & Cosler	Park
56	Princeton Park	Princeton & Rosedale	Park
57	Residence Park	W 2nd & Elmhurst	Park
58	Ridgecrest Park	Pinecrest between Ridge & Siebenthaler	Park
59	Salem Heights Park	Parkhill N or Forest Grove	Park
60	Sandalwood Park	Sandalwood & Kurtz	Park
61	South Park Green	601 Hickory	Park
62	Steele Park	Steele & Pierce	Park
63	Thal park	Amherst & Harvard	Park
64	Triangle Park	Ridge & Embury Park	Park
65	Vietnam Memorial Park	Veterans Parkway & Patterson	Park
66	Walnut Hills Park	2300 Block Wayne	Park
67	Washington Park	3620 E 2nd	Park
68	Welcome Park	S end of Hopeland	Park
69	Western Hills Park	W end of Becker	Park
70	Wogaman Park	Renaissance Circle & Ruth	Park
71	Wright-Dunbar Park	NE Corner W Third & Edwin C. Moses	Park
72	City Hall - Municipal Garage	123 W. Third St, 45402	Parking Garage
73	Oregon District Garage	132 E. Fifth St, Dayton 45402	Parking Garage
74	Central Patrol Operations Division	248 Salem Ave, 45406	Police
75	Eastern Patrol Operations Division North	413 & 417 E. Helena St, 45404	Police
76	Eastern Patrol Operations Division South	2721 Wayne Ave, 45420	Police
77	Police Academy	3237 Guthrie Rd, 45417	Police
78	Safety Building	335 W. Third St, 45402	Police

79	Western Patrol Operations Division	931 Washington Street	Police
80	Building 23: Director of Public Works	1736 E. Monument Ave, 45402	Public
81	City Hall	101 W. Third St, 45402	Public
82	Dayton Convention Center	22 E 5th Street	Public
83	Dayton Dragons Stadium	220 N Patterson Blvd	Public
84	Levitt Pavilion (Pavilion)	134 S Main	Public
85	Levitt Pavilion (Restrooms)	119 S Jefferson	Public
86	One Stop Center	371 W. Second St, 45402	Public
87	Community Golf Course	2917 Berkley St, 45409	Recreation
88	Greater Dayton Recreation Center	2021 W. Third St, 45417	Recreation
89	Howell Field	2424 Ridge Ave, 45414	Recreation
90	Jim Nichols Tennis Center	2436 DeWeese Pkwy, 45414	Recreation
91	Kettering Field Complex	444 North Bend Blvd, 45404	Recreation
92	Kittyhawk Golf Course	3383 Chuck Wagner Ln, 45414	Recreation
93	Lohrey Recreation Center	2366 Glenarm Ave, 45420	Recreation
94	Madden Golf Course	2100 Nicholas Rd, 45417	Recreation
95	Michael Solomon Pavilion	2917 Berkley St, 45409	Recreation
96	Northwest Recreation Center	1600 Princeton Dr, 45406	Recreation
97	Stuart Patterson Park	238 Baltimore	Recreation
98	Ottawa Yards Ottawa Pump Station	943 Ottawa	Water
99	Ottawa Yards Sewer Maintenance	900 Ottawa	Water
100	Ottawa Yards Water Treatment Plant	900 Ottawa	Water
101	Ottawa Yards Water Utility Field Operations	945 Ottawa	Water
102	Water Administration Building	320 W. Monument	Water
103	Water Reclamation Admin	2800 Guthrie Road	Water

104	Water Reclamation Training Room	2800 Guthrie Road	Water
105	Water Supply & Treatment Admin	3210 Chuck Wagner Lane	Water
106	Water Supply & Treatment Training Room	3210 Chuck Wagner Lane	Water

Sidewalk & Bike Path Self-Evaluation & Necessary Transition Plan

No.	Facility Name (Sidewalk Self-Evaluation)	Address
1	Fire Fleet Maintenance Garage	1601 Stanley Ave
2	Fire Headquarters	300 N. Main St, 45402
3	Fire Station 10	1234 S. Broadway
4	Fire Station 11	145 Warren St
5	Fire Station 12	4236 Brandt Pike
6	Fire Station 13	1723 W. 3rd St
7	Fire Station 14	2213 N. Main Street
8	Fire Station 15	2801 Wayne Ave
9	Fire Station 16	4111 Kings Highway
10	Fire Station 17	4118 W. 3rd Street
11	Fire Station 18	207 S. Smithville Rd
12	Fire Station 2	1009 E. 3rd st
13	Fire Station 8	2636 Stanley Ave
14	Fire Training Academy	200 McFadden
15	Adams & James Park	Adams & James
16	Arlington Heights Park	Maywood & Trenton
17	Arlington Hills Parks	McCall & Alder
18	Belmont Park	East of Lohrey Rec Center
19	Blommel Park	Jay & Oak & Park Drive
20	Bomberger Park	1306 E Fifth
21	Borgerding Park	Quitman & Little
22	Burkham Park	S. Broadway & Dona
23	Burns Jackson Park	Burns & Buckeye
24	Canal Park	Sixth & Patterson
25	Claridge Park	1400 Webster
26	Cleveland Park	Cleveland & Brookline

27	College Hill Park	Harvard & Shaftsbury
28	Cooper Park	E Second & Patterson Boulevard
29	Dayton View Park	N Broadway and Superior
30	Deeds Park	Deeds Park Drive & Webster
31	Desoto Bass (Gillespie Park)	Germantown & Danner
32	DeWeese Park	1301 E Siebenthaler
33	Fairview Park & Aquatic Center	2262 Elsmere
34	Five Oaks Park	Five Oaks & Squirrel
35	Gettysburg Park	Calhoun & Trenton
36	Hickorydale Park	W Terminus of Hillcrest
37	Highland Park	Koenig & St. Charles
38	Highview Hills Park	Palmerston & Almore
39	Jane Newcome Park	S end of Tudor
40	Joan Hiers Park	Edison W of Paul Laurence Dunbar
41	Linden Park	Norwood & Pease
42	Madden Park	Guthrie W of Vance
43	Mallory Park	Germantown & Burwood
44	Mary Avenue Park	Cardell N of Mary
45	McCabe Park	3200 Home
46	McIntosh Park	Edwin C. Moses & Riverview
47	McKinley Park	Forest & Riverview
48	Nordale Park	Nordale & Enterprise
49	North Dayton War Memorial	Valley & Keowee & Tony Stein
50	Oak & Ivy Park	717 W Fourth
51	Oregon Park	Brown & Hess
52	Orville Wright Park	200 S. Wright
53	Park Drive Park	Park Drive
54	Pinewood Park	Alexander & Cosler
55	Princeton Park	Princeton & Rosedale
56	Residence Park	W 2nd & Elmhurst
57	Ridgecrest Park	Pinecrest between Ridge & Siebenthaler
58	Salem Heights Park	Parkhill N or Forest Grove
59	Sandalwood Park	Sandalwood & Kurtz
60	South Park Green	601 Hickory
61	Steele Park	Steele & Pierce

62	Thal park	Amherst & Harvard
63	Vietnam Memorial Park	Veterans Parkway & Patterson
64	Walnut Hills Park	2300 Block Wayne
65	Washington Park	3620 E 2nd
66	Welcome Park	S end of Hopeland
67	Western Hills Park	W end of Becker
68	Wogaman Park	Renaissance Circle & Ruth
69	Wright-Dunbar Park	NE Corner W Third & Edwin C. Moses
70	City Hall - Municipal Garage	123 W. Third St, 45402
71	Oregon District Garage Complex	132 E. Fifth St, Dayton 45402
72	Central Patrol Operations Division	248 Salem Ave, 45406
73	Eastern Patrol Operations Division North	413 & 417 E. Helena St, 45404
74	Eastern Patrol Operations Division South	2721 Wayne Ave, 45420
75	Safety Building	335 W. Third St, 45402
76	City Hall	101 W. Third St, 45402
77	Dayton Convention Center	22 E 5th Street
78	Dayton Dragons Stadium & Don Crawford Plaza	220 N Patterson Blvd
79	Levitt Pavilion Complex	134 S Main
80	One Stop Center	371 W. Second St, 45402
81	Greater Dayton Recreation Center	2021 W. Third St, 45417
82	Kettering Field Complex	444 North Bend Blvd, 45404
83	Lohrey Recreation Center	2366 Glenarm Ave, 45420
84	Northwest Recreation Center	1600 Princeton Dr, 45406
85	Stuart Patterson Park	238 Baltimore
86	Water Administration Building	320 W. Monument
87	Dunbar Field Office	320 South Paul Laurence Dunbar
88	Sunrise Center	1320 E. Fifth
89	Sign & Signal Shop	520 Kiser
90	Cultural Center	40 S Edwin C. Moses
91	DayMont Rehab Center	1520 Germantown
92	Northeast Priority Board	359 Maryland
93	Signal Building	15 E. Monument
94	Southeast Priority Board	2160 E. Fifth
95	Smokin' BBQ	200 E. Fifth
96	The Neon	130 E. Fifth

97	Edgemont Neighborhood Center	919 Miami Chapel
98	Public Health Dayton & Montgomery County	1323 W. Third
99	St. Mary Development Corporation	2160 E. Fifth
100	Stepping Stones Daycare	215 Burkhardt
101	Senior Resources Connection	105 S. Wilkinson
102	Temple Isreal	130 Riverside
103	Adult Parole Authority	1901 S Gettysburg
104	Westwood Park	2805 Oakridge

No.	Bike Path	From	To	Distance (Miles)
1	Wolf Creek Trail (James H McGee)	Rosedale Drive	Little Richmond Road	2.4
2	Steve Whalen Blvd	Hamilton Avenue	Wyoming Street	0.7
3	Dayton Kettering Connector	Lowes St	Jane Newcom Park	1.6
4	Harvard Bike Path	Salem Avenue	Broadway Street	0.05
5	Cleveland Park Bike Path	Steve Whalen Blvd	Cleveland Ave	0.42
6	Stanley Avenue	Troy Street	Rita Street	0.36
7	Keowee St Side Path	Webster St	Helena St	0.4
8	West Riverview Bike Ramp	West Riverview Avenue	Great Miami Trail West	0.1
9	Northcutt Bike Path	Frederick Pike	Stillwater River Trail	0.08
10	Wolf Creek Recreation Trail	Antioch	Riverview & Canfield	1.19
11	Belmont Bike Path	Belmont Park	Belmont Park	0.76

Traffic Signal & Parking Meter Self-Evaluation & Necessary Transition Plan

No.	Primary Street	Secondary Street
TS-121	LUDLOW	SIXTH
TS-123	JEFFERSON	PATTERSON
TS-125	LUDLOW	PATTERSON
TS-126	APPLE	PATTERSON
TS-127	PATTERSON	STEWART
TS-128	PATTERSON	RIVER PARK
TS-129	EDWIN C. MOSES	WASHINGTON
TS-13	MAIN	MONUMENT
TS-130	LUDLOW	WASHINGTON
TS-131	LONGWORTH	WASHINGTON
TS-133	BRANDT	INTERPOINT
TS-134	BABBITT	MAIN
TS-135	CINCINNATI	STEWART
TS-136	BRANDT	HARSHMAN

TS-138	BROADWAY	GERMANTOWN
TS-14	FIRST	MAIN
TS-140	GOODWILL	WOODMAN
TS-141	GERMANTOWN	P.L.DUNBAR
TS-142	EUCLID	GERMANTOWN
TS-143	RAINIER	WOODMAN
TS-144	BROOKLYN	HOOVER
TS-145	J.H.McGEE	ROSEDALE
TS-146	BROADWAY	RIVERVIEW
TS-147	BROADWAY	GRAND
TS-148	CATALPA	FAIRVIEW
TS-149	FOREST	GRAND
TS-15	MAIN	SECOND
TS-150	RIDGE	RIVERSIDE
TS-151	HELENA	RIVERSIDE
TS-152	BROWN	CALDWELL
TS-153	HARSHMAN	MEIJER'S DRWY
TS-154	WATER	WEBSTER
TS-155	EWING	KEOWEE
TS-156	LEO	WEBSTER
TS-157	KEOWEE	LEO
TS-158	HELENA	KEOWEE
TS-159	EASTWOOD	HARSHMAN
TS-16	MAIN	THIRD
TS-160	KEOWEE	VALLEY
TS-161	CHAPEL	TROY
TS-162	LEO	TROY
TS-164	HEARTHSTONE	LINDEN
TS-165	St. ADALBERT	VALLEY
TS-166	CHAPEL	CHILDREN'S PLAZA
TS-167	IRWIN	SPRINGFIELD

TS-169	HUFFMAN	LINDEN
TS-17	FOURTH	MAIN
TS-170	HUFFMAN	SMITHVILLE
TS-171	LINDEN	SMITHVILLE
TS-173	LINDEN	XENIA
TS-174	CINCINNATI	EDWIN C.MOSES
TS-175	BOLTIN	St.PAUL
TS-176	SECOND 21 EAST	X-WALK
TS-177	ILLINOIS	St.PAUL
TS-178	MCCLURE	XENIA
TS-179	LISCUM	THIRD
TS-18	FIFTH	MAIN
TS-180	ELMHURST	HOOVER
TS-181	STEWART	WAYNE
TS-182	CLOVER	WAYNE
TS-183	WAYNE	WYOMING
TS-184	ANDERSON	WAYNE
TS-185	ILLINOIS	STEWART
TS-186	ARBOR	WATERVLIET
TS-187	SMITHVILLE	WAYNE
TS-188	BELLAIRE	WILMINGTON
TS-189	BURNS	WARREN
TS-19	MAIN	SIXTH
TS-190	APPLE	BROWN
TS-191	BROWN	WYOMING
TS-192	ALBERTA	WYOMING
TS-193	BROWN	STEWART
TS-195	BROWN	L
TS-196	BROWN	IRVING
TS-197	PATTERSON	SHROYER
TS-198	PATTERSON	WILMINGTON

TS-199	PATTERSON	SMITHVILLE
TS-20	FRANKLIN	MAIN
TS-200	SMITHVILLE	WATERVLIT
TS-201	TROY	VALLEY
TS-203	NASSAU	WYOMING
TS-204	BROWN	WOODLAND
TS-205	RUBICON	STEWART
TS-206	GERMANTOWN	GROVELAND
TS-207	HILLCREST	MAIN
TS-208	GREAT MIAMI	MAIN
TS-209	APPLE	MAIN
TS-21	MAIN	WASHINGTON
TS-210	MARGARET	WAYNE
TS-212	CREIGHTON	WYOMING
TS-213	VOLKENAND	WAYNE
TS-214	CORNELL	PHILADELPHIA
TS-216	HUDSON	MAIN
TS-218	MADISON	THIRD
TS-22	MAIN	PATTERSON
TS-220	EMBURY PARK	KEOWEE
TS-221	KEOWEE	STANLEY
TS-222	BROADWAY	EDWIN C.MOSES
TS-223	FOREST	HELENA
TS-226	CAMPBELL	STEWART
TS-228	HILLCREST	PHILADELPHIA
TS-229	EDWIN C.MOSES	RIVERVIEW
TS-23	MAIN	STOUT
TS-230	FIRST	ROBERT
TS-231	P.L.DUNBAR	RIVERVIEW
TS-232	PHILADELPHIA	SIEBENTHALER
TS-233	GRAFTON	GRAND

TS-234	CORNELL	NEWTON
TS-235	CORNELL	KIPLING
TS-237	GOOD SAM. HOSP.	PHILADELPHIA
TS-238	GETTYSBURG	KING'S HIGHWAY
TS-24	HOSPITAL DRIVEWAY	MAIN
TS-240	STANLEY	VALLEY
TS-242	PATTERSON	WATERVLIET
TS-243	RAMP 53A-P	SECOND
TS-244	THIRD	WRIGHT
TS-246	FOURTH	WAYNE
TS-247	HILLCREST	SALEM
TS-249	RIVERSIDE	SIEBENTHALER
TS-25	MAIN	WYOMING
TS-250	RIVERVIEW	ROSEDALE
TS-251	GETTYSBURG	HOOVER
TS-252	FOREST	GREAT MIAMI
TS-254	DETRICK	RAMP 54C-M
TS-255	MAIN	RAMP 54B-M
TS-256	SHROYER	WILMINGTON
TS-257	IRVING	WILMINGTON
TS-258	JAMES H MCGEE	PHILADELPHIA
TS-259	RAMP 211	RAMP 213
TS-26	MAIN	STEWART
TS-260	BENTON	PARKHILL
TS-261	BRANDT	STANLEY
TS-262	FINDLAY	MONUMENT
TS-263	FIRST	SPRINGFIELD
TS-264	FINDLAY	SPRINGFIELD
TS-265	EUCLID	THIRD
TS-266	St.MARY'S	THIRD
TS-267	FIFTH	HAMILTON

TS-269	GERMANTOWN	JAMES H MCGEE
TS-27	FIRST	SEARS
TS-270	CARILLON	PATTERSON
TS-271	HOOVER	JAMES H. MCGEE
TS-273	ELMHURST	THIRD
TS-274	GOLD	JAMES H. McGEE
TS-275	JAMES H. McGEE	RAMP 341
TS-278	GERMANTOWN	GETTYSBURG
TS-279	GETTYSBURG	JAMES H. McGEE
TS-28	PHILADELPHIA	SALEM
TS-280	HILLROSE	LEO
TS-281	HOME	P.L.DUNBAR
TS-282	HOME	JAMES H. McGEE
TS-284	SMITHVILLE	TUTTLE
TS-286	PHILADELPHIA	RIVERVIEW
TS-287	STANLEY	TROY
TS-288	STANLEY	WEBSTER
TS-289	FARR	STANLEY
TS-29	ELSMERE	SALEM
TS-290	GETTYSBURG	LAKESIDE
TS-293	GETTYSBURG	HILLCREST
TS-294	GERMANTOWN	Mt.CLAIR
TS-297	THIRD	UPLAND
TS-298	EDWIN C.MOSES	STEWART
TS-299	BROADWAY	EDISON
TS-3	KNECHT	MAIN
TS-30	CATALPA	SALEM
TS-300	CLEVELAND	SMITHVILLE
TS-304	SMITHVILLE	WOODBINE
TS-306	ARLENE	FREE PIKE
TS-307	BRUMBAUGH	FREE PIKE

TS-308	RAMP 377	SMITHVILLE
TS-309	RAMP 372	SMITHVILLE
TS-31	EMERSON	SALEM
TS-310	STEWART	ZEHLER
TS-314	BURKHARDT	SMITHVILLE
TS-315	ALBERTA	STEWART
TS-318	MAIN	WRIGHT STOP PLAZA
TS-32	HARVARD	SALEM
TS-32	CORNELL	SALEM
TS-320	SECOND 24 WEST	X-WALK
TS-321	MAIN 111 NORTH	X-WALK
TS-322	BAINBRIDGE	JONES
TS-325	CORNELL	GETTYSBURG
TS-327	FIFTH	KEOWEE
TS-328	EDWIN C. MOSES	WISCONSIN
TS-329	GETTYSBURG	WEST VIRGINIA
TS-330	GRAND	GREAT MIAMI
TS-333	WOODBINE	WOODMAN
TS-334	LUDLOW 123 N.	X-WALK
TS-336	PHILLIPS	WAYNE
TS-337	BROADWAY	HOME
TS-339	THIRD	WESTOWN
TS-34	NORTH	SALEM
TS-340	ODLIN	SIEBENTHALER
TS-341	EDWIN C. MOSES	RAMP 51H
TS-344	HAMILTON	LINDEN
TS-345	RAMP 53A-H	THIRD
TS-346	RAMP 53A-J	ROBERT Nb.
TS-349	GETTYSBURG	PRESCOTT
TS-35	GRAND	SALEM
TS-351	FIRST	MAXWELL

TS-352	McARTHUR	NICHOLAS
TS-353	RED CROSS	SECOND
TS-354	RAMP 35	STEWART
TS-355	EDWIN C. MOSES	GERMANTOWN
TS-358	PERRY	WASHINGTON
TS-36	SABLE	SALEM
TS-361	CITATION	WILMINGTON
TS-362	OTTERBEIN	PHILADELPHIA
TS-363	CATALPA	HILLCREST
TS-364	RIDGE	SIEBENTHALER
TS-365	RAMP 56H	RAMP 56J
TS-366	IRVING	SHAFOR
TS-367	FREE PIKE	GETTYSBURG
TS-369	FOURTH	St. MARY'S
TS-37	RIVERVIEW	SALEM
TS-370	RAMP 56A	STANLEY
TS-371	AIR CITY	KUNTZ
TS-374	GETTYSBURG	OAKRIDGE
TS-376	BUCKEYE	JEFFERSON
TS-377	JEFFERSON	RAMP 356
TS-378	JEFFERSON	RAMPS 352/353/357
TS-38	GRAFTON	RIVERVIEW
TS-380	PATTERSON	WASHINGTON
TS-381	PATTERSON	RAMP 356
TS-382	RAMP 355	WAYNE
TS-383	MAIN	PATTERSON
TS-385	JEFFERSON	WRIGHT STOP PLAZA
TS-386	DANNER	STEWART
TS-387	GERMANTOWN	RANDOLPH
TS-389	KEOWEE	RAMP 358
TS-390	KEOWEE	XENIA

TS-391	ADAMS	KEOWEE
TS-393	STEVE WHALEN	WYOMING
TS-4	MAIN	PARKWOOD
TS-40	MONUMENT	WILKINSON
TS-41	LUDLOW	MONUMENT
TS-418	SALEM	WABASH
TS-42	JEFFERSON	MONUMENT
TS-423	GETTYSBURG	SECOND
TS-424	GETTYSBURG	LITTLE RICHMOND
TS-425	FREDERICK	NEEDMORE
TS-43	MONUMENT	St.CLAIR
TS-430	MAIN 25 NORTH	X-WALK
TS-434	RAMP 365	STEVE WHALEN
TS-435	RAMP 362	STEVE WHALEN
TS-437	THIRD	YOUNG
TS-44	MONUMENT	PATTERSON
TS-447	THIRD 30 WEST	X-WALK
TS-448	LISCUM	US 35
TS-449	ABBEY	US 35
TS-45	MONUMENT	RIVER CORRIDOR
TS-450	DERBYSHIRE	GETTYSBURG
TS-451	GETTYSBURG	RAMP 335
TS-46	MONUMENT	WEBSTER
TS-47	TROY	WARNER
TS-48	KEOWEE	MONUMENT
TS-49	FIRST	PERRY
TS-5	FAIRVIEW	MAIN
TS-50	FIRST	WILKINSON
TS-51	FIRST	LUDLOW
TS-52	FIRST	JEFFERSON
TS-523	BOEING	TERMINAL

TS-53	FIRST	St.CLAIR
TS-54	FIRST	PATTERSON
TS-55	FIRST 308 EAST	X-WALK
TS-56	FIRST	WEBSTER
TS-57	FIRST	KEOWEE
TS-58	FINDLAY	FIRST
TS-59	INLAND	THIRD
TS-6	MAIN	SANTA CLARA
TS-63	PERRY	SECOND
TS-64	SECOND	WILKINSON
TS-65	LUDLOW	SECOND
TS-66	JEFFERSON	SECOND
TS-67	St.CLAIR	SECOND
TS-68	PATTERSON	SECOND
TS-69	MADISON	SECOND
TS-7	MAIN	RIDGE
TS-70	SECOND	WEBSTER
TS-71	GETTYSBURG	THIRD
TS-72	ABBEY	BROOKLYN
TS-74	J.H.McGEE	THIRD
TS-75	P.L.DUNBAR	THIRD
TS-76	BROADWAY	THIRD
TS-77	THIRD	WILLIAMS
TS-78	EDWIN C.MOSES	THIRD
TS-79	ROBERT Sb.	THIRD
TS-8	FOREST	MAIN
TS-81	PERRY	THIRD
TS-82	THIRD	WILKINSON
TS-83	LUDLOW	THIRD
TS-84	JEFFERSON	THIRD
TS-85	St.CLAIR	THIRD

TS-86	PATTERSON	THIRD
TS-87	MADISON	THIRD
TS-88	THIRD	WEBSTER
TS-89	KEOWEE	THIRD
TS-9	HELENA	MAIN
TS-90	ORCHARD	THIRD
TS-93	LINDEN	SPRINGFIELD
TS-94	FINDLAY	THIRD
TS-95	IRWIN	THIRD
TS-96	AIRWAY	SMITHVILLE
TS-97	FOURTH	PERRY
TS-98	FOURTH	WILKINSON
TS-99	FOURTH	LUDLOW
TS-XXX	Needmore	Wagner Ford
TS-XXX	Penn National	Wagner Ford
TS-XXX	Brentlinger	Hollywood
TS-XXX	WEBSTER	WINNERS
TS-XXX	Lincoln	Main
TS-XXX	RIVERTON	SHOUP MILL

EXHIBIT B

**DLZ OHIO, INC.
PROPOSAL DATED AUGUST 5, 2019**

PROPOSAL FOR:
Professional Services
ADA TRANSITION PLAN
RFP No. 19012PWCE



City of Dayton,
Department of Public Works, Room 514
Attn: Andrew Marks, Senior Engineer II

City Hall
101 West Third Street
Dayton, Ohio 45402

AUGUST 5, 2019





City of Dayton, Ohio
 Department of Public Works
 Professional Services for an ADA Transition Plan
 RFP No. 19012PWCE
 July, 2019

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer’s name and address exactly as it would appear in a contract:

Entity Name: DLZ Ohio, Inc.

Street Address: 6121 Huntley Road

City, State, Zip: Columbus, Ohio 43229

Proposer’s Phone Number: 614.888.0040

Proposer’s Fax Number: 614.436.0161

Proposer’s E-mail Address: smetzer@dlz.com

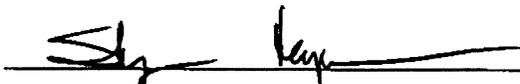
Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: Ohio

Federal Identification Number (or SSN if sole proprietorship): 31-1268980

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: 

PRINTED NAME AND TITLE: Shyam Rajadhyaksha, Vice President

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: DLZ Ohio, Inc

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned
Engineering & Architecture	Since 1989	700

If a corporation, state of incorporation: Ohio

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:
None

Local Office of Proposer: Office in/nearest to Dayton, Ohio: 6121 Huntley Road, Columbus, Ohio 43229

Federal Identification Number (or SSN if sole proprietorship): 31-1268980

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO
Stephen Metzger, AICP, PWS	Project Manager/ Lead ADA Specialist	6121 Huntley Road, Columbus, Ohio 43229; C: 617.930.8025 / F: 614.436.0161 smetzer@dlz.com	Yes
Sara Hicks, PLA, LEED AP	ADA Specialist	6121 Huntley Road, Columbus, Ohio 43229; T: 614.888.0040 / F: 614.436.0161 shicks@dlz.com	No
Robert Sherman, RLA	ADA Specialist	6121 Huntley Road, Columbus, Ohio 43229; T: 614.888.0040 / F: 614.436.0161 rsherman@dlz.com	No
David Evans, AIA	ADA Specialist	6121 Huntley Road, Columbus, Ohio 43229; T: 614.888.0040 / F: 614.436.0161 devans@dlz.com	No
Greg Galieti, AIA	Quality Assurance	6121 Huntley Road, Columbus, Ohio 43229; T: 614.888.0040 / F: 614.436.0161 ggalieti@dlz.com	No
Wiley Roberts II	Associate Architect	6121 Huntley Road, Columbus, Ohio 43229; T: 614.888.0040 / F: 614.436.0161 wroberts@dlz.com	No

TABLE OF CONTENTS

- 1. COMPANY PROFILE/BACKGROUND 1
 - 1.1 Location & Local Office 1
 - 1.2 Services Provided 1
 - 1.3 DLZ’s Legal Make-Up 1
 - 1.4 Current Lawsuits 1
 - 1.5 Teaming Partner 1
- 2. PROPOSAL RESPONSE 2
 - 2.1 DLZ Qualifications 2
 - 2.2 Lessons Learned 3
 - 2.3 Past Performance 4
 - 2.4 DLZ Personnel 10
 - 2.5 STONE Personnel 12
- 3. PROJECT APPROACH 14
 - 3.1 Negotiate and Deliver Scope and Fee Proposal 15
 - 3.2 Project Kick-off Meeting 15
 - 3.3 Perform Facility Self-Evaluations 16
 - 3.4 Review City Programs, Policies, and Procedures 16
 - 3.5 Develop List of Outreach Targets 18
 - 3.6 Initiate 1st Outreach Efforts 19
 - 3.7 Continuous Outreach and Coordination 19
 - 3.8 Meetings 19
 - 3.9 Prepare the Transition Plan 20
 - 3.10 Initiate 2nd Outreach Efforts 20
 - 3.11 Public Hearing and Transition Plan Adoption 20
 - 3.12 Implementation by the City 21
 - 3.13 Assumptions 21
 - 3.14 Project Schedule 22
- 4. STATEMENT OF EXCEPTIONS 23
- 5. CASE STUDIES 24
- 6. PRICE PROPOSAL 26
 - 6.1 Price Proposal Assumptions/Limitations 27

- Appendix A – Key Staff Resumes
- Appendix B – City of Dayton RFP 19012PWCE Forms & Addendum Acknowledgement
- Appendix C – Proper Affidavit

1. COMPANY PROFILE/BACKGROUND

1.1 LOCATION & LOCAL OFFICE

DLZ Ohio, Inc.
6121 Huntley Road
Columbus, Ohio 43229
Phone: 614.888.0040, Fax: 614.436.0161
Contact: Robert Kirkley, P.E., President
Email: bkirkley@dlz.com
Website: <https://www.dlz.com>
Type of Firm: Corporation

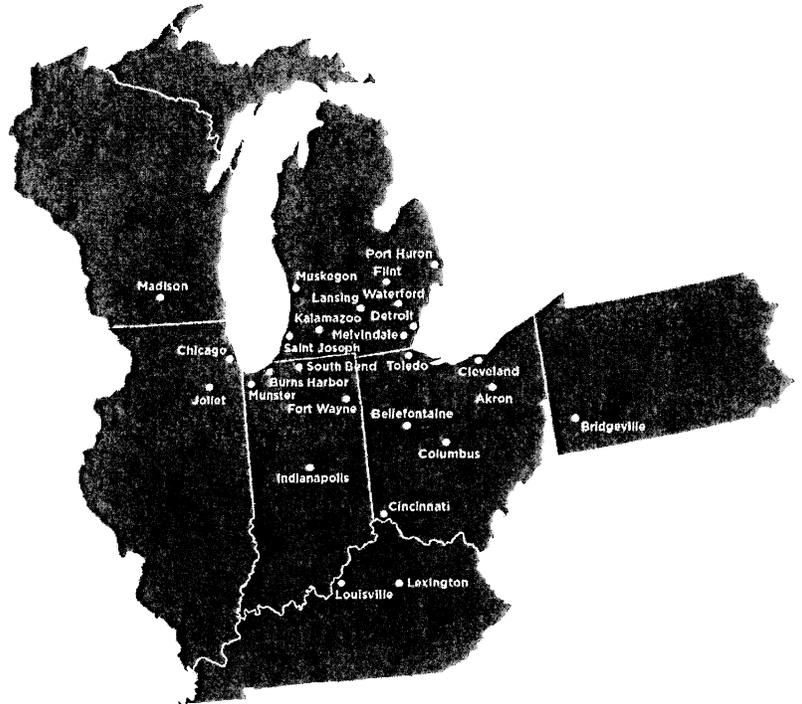
A family- and minority-owned full-service professional firm, DLZ's multidisciplinary, collaborative approach to providing services allows us to build and lead successful project teams. We are dedicated to providing solutions that save money, improve operations, and solve our client's problems. Our vision is simple: Create successful partnerships with our clients that facilitate trust, commitment, and communication.

1.2 SERVICES PROVIDED

DLZ is an **award-winning firm** providing complete engineering and architectural services, as well as a number of other specialized professional services. DLZ serves public and private entities across the nation and DLZ's multiple offices share a common goal — to help clients solve problems and enhance opportunities. DLZ is a growing firm, which confirms the quality of our work and the confidence that our clients have in us, with a significant amount of our work being repeat business from existing clients.

1.3 DLZ'S LEGAL MAKE-UP

DLZ Corporation was legally formed in 1989 as a Delaware holding company to consolidate the DLZ subsidiary companies, some of which have been in business since 1916. These fully owned and integrated subsidiaries provide a range of engineering, surveying, architecture, and construction related services throughout the nation. With 26 offices in 7 states and over 700 employees, DLZ is able to provide full service professional services to our public and private sector clients. We have a significant amount of resources available to provide ADA consulting services, from facility compliance evaluations and training to ADA-compliant design, plan reviews, and inspection services.



DLZ is headquartered in Columbus, Ohio, a short one-hour drive from Dayton, and has 5 additional offices in the state. In addition to a number of state departments and colleges and universities, DLZ has worked for hundreds of communities in Ohio. Our contracts have included a variety of services, including ADA compliance reviews and design of compliant facilities.

1.4 CURRENT LAWSUITS

DLZ currently has no active lawsuits with any client.

1.5 TEAMING PARTNER

DLZ is happy to have STONE Environmental Engineering &

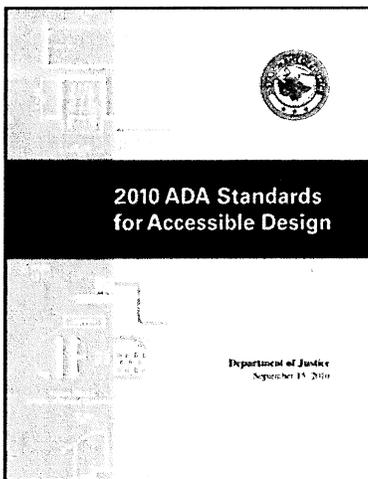


Science, Inc. as a subconsultant on this project. STONE is an Ohio-based consulting firm offering a full range of environmental, ecological, engineering, and surveying services. STONE is a local business, with a local Dayton office and also a certified Small Business Enterprise (SBE) included on Dayton's Procurement Enhancement Plan (PEP) certification list. STONE will assist with review of facility compliance within the public right-of-way.

2. PROPOSAL RESPONSE

2.1 DLZ QUALIFICATIONS

DLZ has significant experience performing the same scope of services for clients as that being requested by the City of Dayton and has been performing these types of services for over a decade. DLZ is uniquely committed to ensuring equal access to all persons for both public and private entities. Nearly all engineering and architectural design projects have some aspect of ADA compliance. We have taken a special interest in ADA to verify that our projects meet current ADA standards during design and that the design is carried forward into the construction phase. DLZ has provided dozens of clients with a variety of ADA training or self-evaluation services, and prepared dozens of transition plans, primarily in Ohio, Tennessee, Indiana, and Michigan. Several of DLZ's clients have contracted with us to assist them in resolving formal and informal complaints, with all cases resolved without litigation. DLZ team members are well versed with the requirements of the ADA regulations and design guides, including the 2010 ADA Standards for Accessible Design (ADASAD), which is the



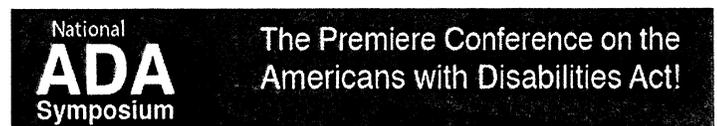
current enforceable standard for new construction and renovations to existing facilities outside of the public ROW. DLZ Team members are also knowledgeable about the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

We believe that DLZ has one of the most **comprehensive and cost-effective** ADA accessibility audit processes for facilities, programs, and policies. We find many so-called ADA experts have little more than a basic understanding of ADA, especially the scoping provisions provided in Section 2 of the ADASAD. Consequently, they evaluate items that are not required or do not evaluate significant areas of facilities that are required under Title II. Large, national firms are very qualified in most cases, but the cost of their services is often exorbitant and sometimes even prohibitive for

some clients. DLZ provides an excellent balance of highly qualified and knowledgeable staff that provides services for a cost commensurate with the effort involved. DLZ has been able to successfully negotiate a scope and fee for nearly every project we have been awarded.

DLZ's experience in evaluating facilities and client programs for compliance with ADA standards and guidelines is unequalled. In the past several years, we have been contracted by dozens of counties, cities, and towns, along with several other clients, to provide a variety of services on their behalf. DLZ is respected and well known for the excellent work that we have done for our clients in assisting them with verifying their facilities and programs are accessible. We continue to assist a number of our clients with the implementation of their ADA Transition Plan by providing both design services and **continued consultation and advice** as issues arise or we learn of new rulemaking or court decisions that could impact them. Our client relationships are built on long-term commitments to mutually benefit everyone – DLZ's clients regularly provide us with numerous projects due to the quality of our work, the expertise of our staff, and due to our efforts to do what it takes to make their projects successful.

DLZ team members have attended many seminars on various ADA topics, and keep up-to-date on ADA issues by regularly participating in webinars, monitoring various ADA topic blogs and websites, and subscribing to email list services that distribute information on ADA topics. DLZ is on the ADA National Network and U.S. Department of Justice (USDOJ) email list services to keep current on changes to regulations and guidelines and the status of adoption of the proposed ROW regulations that are pending. Several DLZ Team members have attended the National ADA Symposium to further our understanding of ADA issues nationwide and interact with attendees representing the disabled community, as well as the USDOJ, U.S. Access Board, and other state and federal agencies.



DLZ's ADA specialists have provided in-house training sessions on ADA compliance and post important ADA information on our internal social media site to ensure that DLZ's architects, engineers, landscape architects, and inspectors understand the complex standards and situations where special attention is required during design and construction. In addition to training our staff, DLZ wants our clients to be informed of the requirements of the ADA. We have utilized our expertise to assist numerous clients with ADA compliance by providing a variety of training opportunities at no cost. **DLZ sponsored full-day informational seminars** entitled "The ADA and Your Community" in Indianapolis, South Bend, and Fort Wayne that provided clients and public agencies with a variety of information on the requirements of the ADA on Title II entities. DLZ has provided educational presentations to the Michigan Department of Technology, Management, and Budget's project managers on compliance with Barrier-Free Accessibility Standards, the staff of the Illinois State Toll Highway Authority on the requirements of their facilities for compliance, and many representatives of local governments at DLZ-sponsored educational seminars. DLZ prepared an informational guide for Title II entities on the requirements of the ADA that apply to them to help sort through the complex regulations and requirements. DLZ has also made presentations to various business interests and local Chambers of Commerce to educate businesses about their Title III ADA obligations and methods to improve accessibility for their customers.

As **recognized authorities** on the ADA, members of the DLZ Team are requested to present at various conferences on ADA topics. DLZ has presented at the annual Indiana Association of Cities and Towns conference, Purdue Road School (the annual technical engineering conference in Indiana), Indiana Society of Professional Engineers, Michigan Public Transit Association, Ohio Transportation Engineering Conference, and Transport Chicago. In addition, DLZ has made several presentations in Michigan, Indiana, Ohio, and Tennessee at informational seminars and webinars on ADA requirements for local public agencies, including the County Commissioners Association of Ohio.

2.2 LESSONS LEARNED

We believe DLZ to be uniquely qualified to provide the City of Dayton with the services required during the ADA self-assessment and transition plan project. Upon completion, the City will be in a position to begin implementation of the transition plan to improve accessibility for everyone to City facilities, programs, and services. We will bring with us our combined experience on dozens of past projects with very similar scopes of work. Each project we have been involved in has its unique nuances and **we continue to learn and experience new things on these projects** that future clients, including the City of Dayton, can use to their advantage. Some previous project's lessons learned include:

- Identification of new facilities during discussions with Department Heads – Even after a thorough review and discussion during project scoping, there have been several instances where meetings with Department Heads during the policy and procedures portion of the project have identified facilities that have public access and were missed by the client for inclusion. In most cases, the facilities were small enough to not warrant a contract modification, but ensuring they were included was important.
- Modifying timing of data requests – DLZ has recently determined that asking clients for program and policy information early in the project tended to have two results. One was that some departments would get you the information in a timely manner whereas others would not, making record-keeping of information received extremely important. The second was that since that information was not typically reviewed in great detail for several months after the initial request, getting additional information through a second data request was difficult. We have since determined the best means to get information is to alert Department Heads that we will be requesting various information in several months and give a very short window for submittal. We provide a list of items we will request so those that are proactive can begin to accumulate the information. When we get to the point of being ready to review the information, we make the formal request and can review it as it comes in to ensure there isn't anything missing. In some cases, clients have had entire departments fail to provide the requested information even after several attempts and we have had to try to obtain it through



other means. We believe that waiting until we are ready to use the information is the better option.

- Lack of record-keeping by clients – DLZ has often asked if a client has had interactions with disabled residents and typically have been told that there are few, if any. Then when we are actually in the departments collecting facility data and talking to the front-line staff, they tell us that they have had numerous interactions and been able to accommodate disabled customers in various ways. Yet there is no formal record of these accommodations that the ADA Coordinator is aware of. We have learned to stress the importance of keeping files for ADA accommodation activity to demonstrate a record of compliance and effective communication with the public in the event a complaint is ever filed alleging the City isn't meeting these requirements. Having numerous annual examples of this can be a great asset in court.
- Prioritizing improvements in the Transition Plan – many clients tend to look at the estimated costs to bring facilities into compliance in a vacuum. We have learned that providing clients guidance for making these capital improvements needs to be done in conjunction with their master facility plans to help keep costs down. Rather than treat ADA improvements separately in every case, there may be other building alterations planned that can be combined with ADA improvements to reduce costs by getting an order of magnitude reduction for having larger projects. It also assists with combining these projects into a single construction event rather than multiple ones, which can be problematic in some buildings for maintaining operations. We have learned to not only present the options and costs, but also note other improvements that could be considered in some facilities.

2.3 PAST PERFORMANCE

DLZ's experience on projects with scopes similar to that for the City of Dayton ADA Transition Plan allows us to have a complete understanding of the effort involved in all phases of the project, from field data collection to review of policies and procedures to the completion of the Transition Plan. This experience will allow us to assign the appropriate staff at the proper time in the

schedule to ensure that there are no delays in obtaining information necessary to proceed to the next phase. Our experience also allows us to foresee potential critical path items for the various phases that will require special attention and dedication of staff to complete on time. In the event that something happens that threatens our schedule, we can assign additional staff that has the necessary experience and expertise. With 730 staff corporate-wide, DLZ can commit to having enough staff capacity to complete the work on the agreed-upon schedule. On projects with firm deadlines, we strive to build in a buffer to allow for unforeseen and unavoidable issues. This buffer is provided by proposing an aggressive schedule to complete projects 30-60 days in advance of firm deadlines and including interim milestones along the way that can be used to measure both progress for scope completion and adherence to the project schedule.

The table that follows identifies many of the most significant projects that primarily included ADA evaluations, transition plan or other report, and/or training of client staff as a major component. A majority of projects have been completed in the past 5 years, though some go beyond that time. Portions of projects performed primarily by clients and/or subconsultants are noted with an asterisk. Project fees have been included for each, but note that some projects are multiple phases, the client or a subconsultant may have collected portions of the data, or DLZ was a subconsultant and only knows our portion of the fee. In all cases, DLZ was the author of the final report or Transition Plan, even on projects where we were a subconsultant to another team member.

We are confident that any of these clients, if contacted, would give DLZ the highest recommendation for our ADA services. Some client contacts may have moved on or may no longer be employed by the listed client. Contact information is accurate as of our last interaction with these individuals. In the interest of reducing our submittal, we have not included individual project profiles, which are available for the listed projects upon request.

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/Programs/Procedures	Outreach to Disability Advocates	Transition Plan/Report Preparation
DLZ Self-Evaluation and/or Transition Plan for Title II Clients									
Marietta ADA Self-Evaluation/Transition Plan (SETP) 304 Putnam Street, Marietta, Ohio 45750 Contact: Joe Tucker, (740) 373-5495 Project Fee (Phase 1) - \$49,900	14,085	TBD	23	15	n/a*		Future phase		
City of Lebanon ADA SETP 401 S. Meridian St., Lebanon, IN 46052 Contact: Derek Warren, (765) 482-8845 Project Fee - \$30,000	15,792	(09/2019)	11	1	n/a	n/a	✓	✓	✓
Vigo County ADA SETP 121 Oak St., Terre Haute, IN 47807 Contact: Larry Robbins, (812) 462-3419 Project Fee - \$52,750	107,848	(06/2019)	12	10	0	0	✓	✓	✓
City of Pigeon Forge ADA SETP 170 Community Center Dr., Pigeon Forge, TN 37738 Contact: Lanny Goodwin, (865) 429-7373 Project Fee (DLZ's fee only) - \$92,000	5,875	(11/2019)	12	3	45*	80 INT*	✓	✓	✓
City of Piqua ADA Self-Evaluation - Phase 1 201 W. Water St., Piqua, OH 45356 Contact: Amy Havenar, (937) 778-2044 Project Fee (Phase 1) - \$45,900	20,522	TBD	13	15	Future Phase				
City of Gatlinburg ADA SETP 1230 East Parkway, Gatlinburg, TN 37738 Contact: Michele Diebold, (865) 436-1414 Project Fee - \$150,000	3,944	(09/2019)	25	2	25*	40 INT*	✓	✓	✓
City of Oak Ridge ADA SETP 100 Woodbury Lane, Oak Ridge, TN 37830 Contact: Bryan Mills, (865) 425-1807 Project Fee (DLZ's fee only) - \$120,000	29,330	(10/2019)	13	22	145*	400 INT*	✓	✓	✓
Maryville-Alcoa-Blount County Parks & Recreation 316 S. Everett High Road, Maryville, TN 37804 Contact: Joe Huff, (865) 983-1777 Project Fee - \$25,000	N/A	(08/2019)	1	0	0	n/a	✓	✓	✓
City of Maryville ADA SETP 404 W. Broadway Street, Maryville, TN 37801 Contact: Leland Blackwood, (865) 273-3430 Project Fee - \$143,600	28,703	07/2019	9	7	66*	150 INT*	✓	✓	✓
City of Sevierville ADA SETP 310 Robert Henderson Rd., Sevierville, TN 37864 Contact: Bryon Fortner, (865) 868-1777 Project Fee - \$215,000	16,355	(08/2019)	17	9	50*	365 INT*	✓	✓	✓
City of Alcoa ADA SETP 223 Associates Blvd., Alcoa, TN 37701 Contact: Andy Sonner, (865) 380-4806 Project Fee (DLZ's fee only) - \$120,000	8,449	(07/2019)	10	9	32*	528 CR*	✓	✓	✓
Blount County ADA SETP 389 Court Street, Maryville, TN 37801 Contact: Don Stallions, (865) 273-5772 Project Fee - \$100,000	126,339	02/2019	10 + 34* polling places	6	n/a	n/a	✓	✓	✓

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/Programs/Procedures	Outreach to Disability Advocates	Transition Plan/Report Preparation
City of Columbus ADA SETP – ROW Facilities 123 Washington Street, Columbus, IN 47201 Contact: David Hayward, (812) 379-1515 Project Fee – 152,500	44,061	02/ 2018	n/a	n/a	245	3,022 CR	✓	✓	✓
Town of South Whitley ADA SETP 118 E. Front Street, South Whitley, IN 46787 Contact: Kent Slater, (260) 723-4020 Project Fee - \$10,900	1,751	11/ 2017	2	2	9	366 CR	✓	✓	✓
Clinton County ADA SETP 125 Courthouse Square, Frankfort, IN 46041 Contact: Theresa Martin, (765) 659-6309 Project Fee – 34,850	33,224	08/ 2017	13	0	n/a	n/a	✓	✓	✓
City of Greenfield ADA SETP 10 S. State Street, Greenfield, IN 46140 Contact: Karla Vincent, (317) 325-1322 Project Fee - \$78,500	20,600	01/ 2017	14	8	115*	1,552 CR*	✓	✓	✓
Bartholomew County ADA SETP 440 Third Street, Columbus, IN 47201 Contact: Deb Londeree, (812) 379-1515 Project Fee - \$49,000	76,794	08/ 2016	12	12	n/a	n/a	✓	✓	✓
Town of Avon ADA SETP 6570 E. US Highway 36, Avon, IN 46123 Contact: Ryan Cannon, (317) 272-0948 Project Fee – 53,500	13,708	12/ 2015	2	2	16	325 CR	✓	✓	✓
Johnson County ADA SETP 86 W. Court Street, Franklin, IN 46131 Contact: Luke Mastin, (317) 346-4630 Project Fee - \$70,000	139,654	05/ 2015	16*	2*	105	1,120 CR	✓	✓	✓
Lawrence County ADA SETP 1 County Complex Road, Bedford, IN 47421 Contact: David Holmes, (812) 275-2644 Project Fee - \$34,850	45,844	05/ 2015	10	0	n/a	n/a	✓	✓	✓
Scott County ADA SETP 1 E. McClain Avenue, Scottsburg, IN 47170 Contact: Teresa Vannarsdall, (812) 752-8408 Project Fee - \$33,000	24,181	03/ 2015	5	0	n/a	n/a	✓	✓	✓
Harrison County ADA SETP 245 Atwood Street, Suite 211, Corydon, IN 47112 Contact: Kevin Russel, (812) 738-4600 Project Fee – 55,000	39,364	04/ 2014	9	7	1.3	13 CR	✓	✓	✓
Putnam County ADA SETP 1600 W. County Road 225 S, Greencastle, IN 46135 Contact: Sandy Amers, (765) 653-5727 Project Fee – 35,400	37,963	04/ 2014	6	0	n/a	n/a	✓	✓	✓
City of Rushville SETP 320 Conrad Harcourt Way, Rushville, IN 46173 Contact: Mike Pavey, (765) 932-3735 Project Fee - \$26,600	6,341	02/ 2014	6*	7*	30*	709 CR*	✓	✓	✓

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/Programs/Procedures	Outreach to Disability Advocates	Transition Plan/Report Preparation
Brown County ADA SETP 201 Locust Lane, 2 nd Floor, Nashville, IN 47448 Contact: Dr. Michael Thompson, (812) 988-4901 Project Fee - \$36,300	15,242	12/2013	11	0	n/a	n/a	✓	✓	✓
Town of LaGrange ADA SETP 1201 N. Townline Road, LaGrange, IN 46761 Contact: Laurie Miller, (260) 463-3241 Project Fee - \$29,800	2,625	11/2013	2	1	10	146 CR	✓	✓	✓
Tipton County ADA SETP 100 E. Jefferson, Tipton, IN 46072 Contact: Larry Whitesell, (765) 675-4508 Project Fee - \$36,000	15,936	09/2013	13	0	n/a	n/a	✓	✓	✓
City of Huntington ADA SETP 300 Cherry Street, Huntington, IN 46750 Contact: Anthony Goodnight, (260) 356-1400 x 245 Project Fee - \$153,000	17,391	06/2013	10	12	84	1,606 CR	✓	✓	✓
City of Mishawaka ROW Facilities SETP 600 E. Third Street, Mishawaka, IN 46544 Contact: Christine Jamrose, (574) 258-1619 Project Fee - \$190,000	48,252	06/2013	n/a	n/a	241	3,801 CR	✓	✓	✓
City of Attica ADA SETP 305 E. Main, Attica, IN 47918 Contact: Bob Shepard, (765) 762-2478 Project Fee - \$34,200	3,245	06/2013	4	6	10.5	307 CR	✓	✓	✓
Town of Hometown ADA SETP 25617 Lima Road, Hometown, IN 46748 Contact: Mike Aker, (260) 637-5058 Project Fee - \$9,900	4,810	02/2013	1	0	28	229 CR	✓	✓	✓
Town of Topeka ADA SETP 124 E. Lake Street, Topeka, IN 46571 Contact: Ron Eash, (260) 593-2300 Project Fee - \$10,000	1,153	01/2013	4	3	7.1	76 CR	✓	✓	✓
Town of Shipshewana ADA SETP 345 Morton Street, Shipshewana, IN 46565 Contact: Ruth Ann Downey, (260) 768-4743 Project Fee - \$13,750	658	01/2013	4	1	6	24 CR	✓	✓	✓
Town of Markle ADA SETP 155 W. Sparks, Markle, IN 46770 Contact: Shelly Monticue, (260) 758-3193 Project Fee - \$10,000	1,095	01/2013	3	2	4.1	67 CR	✓	✓	✓
Town of Fremont ADA SETP 205 N. Tolford Street, Fremont, IN 46737 Contact: Chris Snyder, (260) 495-2504 Project Fee - \$10,000	2,138	01/2013	2	3	57	160 CR	✓	✓	✓
Town of Grabill ADA SETP 13717 First Street, Grabill, IN 46571 Contact: Cynthia Barhydt, (260) 627-5227 Project Fee - \$10,000	1,053	01/2013	3	2	5	89 CR	✓	✓	✓

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/Programs/Procedures	Outreach to Disability Advocates	Transition Plan/Report Preparation
Town of Ashley ADA SETP 500 S. Gonser Street, Ashley, IN 46737 Contact: Karen McEntarfer, (260) 587-9276 Project Fee - \$10,000	983	01/2013	2	3	13	6 CR	✓	✓	✓
Huntington County ADA SETP 201 N. Jefferson, Huntington, IN 46750 Contact: Erika Devine, (260) 358-4822 Project Fee - \$30,000	37,124	12/2012	4	0	n/a	n/a	✓	✓	✓
City of Mishawaka Non-ROW Facilities SETP 600 E. Third Street, Mishawaka, IN 46544 Contact: Christine Jamrose, (574) 258-1619 Project Fee - \$136,200	48,252	02/2012	10	30	n/a	n/a	✓	✓	✓
City of Port Huron Non-ROW Facilities SETP 100 McMorran Boulevard, Port Huron, MI 48060 Contact: David Smith, (810) 984-9730 Project Fee - \$103,500	30,184	08/2011	10 + 10 polling places	30	n/a	n/a	✓	✓	✓
City of Greensburg ADA SETP 314 W. Washington Street, Greensburg, IN 47240 Contact: Gary Murray, (812) 663-3344 Project Fee - \$32,000	11,492	On Hold	4	0	n/a*	n/a*	✓	✓	✓
ADA Compliance Assessments/Assist with Complaint Resolution (no SETP)									
Municipal Complex ADA Compliance Evaluation City of Perrysburg, 201 W. Indiana Avenue, Perrysburg, Ohio 43551 Contact: Bridgette Kabat, (419) 7872-8010 Project Fee - \$6,500	20,623	07/2018	2	n/a	n/a	n/a			✓
Wayne County Airport Authority (WCAA) Detroit Metro Airport-McNamara Terminal ADA Evaluation L.C. Smith Building-Mezzanine, Detroit, MI 48242 Contact: JP Minear, (734) 247-7370 Project Fee - \$44,340	n/a	(09/2019)	1	n/a	n/a	n/a			✓
Farmington, Michigan Commercial Site Evaluation – Bock & Clark Corporation, 3550 W. Market St., Suite 200, Akron, OH 44333 Contact: Jamie Ziemba, (800) 787-8397 x 854 Project Fee - \$4,800	n/a	07/2018	1	n/a	n/a	n/a			✓
Eaton County Courthouse ADA Evaluation Eaton County Government, 1045 Independence Blvd., Charlotte, MI 48813 Contact: Steve Barnett, (517) 543-2552 Project Fee - \$9,850	107,759	08/2018	1	n/a	n/a	n/a			✓
Wayne County Airport Authority (WCAA) Detroit Metro Airport-Support Facilities Evaluation L.C. Smith Building-Mezzanine, Detroit, MI 48242 Contact: JP Minear, (734) 247-7370 Project Fee - \$36,590	n/a	09/2017	13	n/a	n/a	n/a			✓

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/Programs/Procedures	Outreach to Disability Advocates	Transition Plan/Report Preparation
Indianapolis Parks ADA Compliance Reviews Shiel-Sexton, Inc., 902 Capitol Ave., Indianapolis, IN Contact: Franklin Duck, (812) 379-1515 Project Fee - \$22,000	855,164	05/2017	0	22	n/a	n/a			✓
Indianapolis Airport Authority As-Needed ADA Indianapolis International Airport ADA Evaluation 7800 Colonel H. Weir Cook Memorial Drive, Indianapolis, IN 46261 Contact: Monique Evans, (317) 487-5116 Project Fee - \$27,200	n/a	03/2017	All public and common areas of the parking, transportation, and terminal building.						✓
City of Elkhart Downtown Parking Evaluation Citizen Complaint Resolution Assistance 1201 S. Nappanee Street, Elkhart, IN 46516 Contact: Mike Machlan, (574) 293-2572 Project Fee - Confidential	50,949	11/2015	All lots and on street parking in the downtown area.				✓		✓
Wayne County Airport Authority (WCAA) Detroit Metro Airport-Westin Hotel ADA Evaluation L.C. Smith Building-Mezzanine, Detroit, MI 48242 Contact: Dale Walker, (734) 247-7913 Project Fee -\$12,000	n/a	08/2015	404 room hotel, including conference center, pool, spa, restaurant, lounge, service desk, and public restrooms.						✓
Wayne County Facilities Assessment Detention and Court Facilities 640 Temple Street, Detroit, MI 48226 Contact: Paula Anderson, (313) 833-3390 Project Fee - \$313,000 (included other reviews)	n/a	07/2015	4 justice facilities, including 3 jails and 1 courthouse						✓
Indianapolis Zoo Accessibility Review 1200 W. Washington Street, Indianapolis, IN 48114 Contact: Ali Malek, P.E., (317) 630-2060 Project Fee - \$10,000	>1 million visitors yearly	12/2014	All public spaces, including all animal exhibits, amusement rides, food service areas, ticketing, parking, etc.						✓
Kalamazoo Metro Transit ADA Bus Stop Compliance 530 N. Rose Street, Kalamazoo MI 49007 Contact: Richard Congdon, (269) 337-8477 Project Fee - \$40,000	75,548	10/2014	Review included 850 bus stops and shelters, where they were provided.						✓
Montgomery County ADA Evaluation 110 W. South Boulevard, Crawfordsville, IN 47933 Contact: Lori Dossett, (765) 361-2623 Project Fee - \$9,000	38,124	05/2014	5	0	n/a	n/a	✓		✓
DLZ Contracts – Training of Client Staff to Collect ADA Compliance Data									
City of Terre Haute ADA Assistance 17 Harding Avenue, Terre Haute, IN 47807 Contact: Josey Daugherty, (812) 244-4929 Project Fee – Hourly Rate As-Needed	60,785	TBD	DLZ has provided training to city staff on how to collect the data needed for their Transition Plan and is under contract to assist on an as-needed basis. DLZ took over the data collection in 2018 to complete the project.						
Jay County ADA Training 118 S. Meridian Street, Portland, IN 47371 Contact: Ami Huffman, (260) 726-3497 Project Fee – Hourly Rate As-Needed	21,253	03/2013	DLZ provided training on the requirements of the self-evaluation and Transition plan. Client staff intended to perform the work.						

Representative DLZ ADA Projects and Contacts	Population/Annual Attendance	Completion Date (Anticipated Completion)	Number of Facilities	Number of Parks	Miles of Sidewalk	# Curb Ramps (CR) or Intersections (INT) Evaluated	Review of Policies/Programs/Procedures	Outreach to Disability Advocates	Transition Plan/Report Preparation
City of Elkhart ADA Training 1201 S. Nappanee Street, Elkhart, IN 46516 Contact: Mike Machlan, (574) 293-2572 Project Fee – Hourly Rate As-Needed	50,949	2013							
Fulton County/City of Rochester ADA Training 125 E. 9 th Street, Rochester, IN 46975 Contact: Casi Cowles, (574) 223-7667 Project Fee – Hourly Rate As-Needed	20,836/ 6,218	2013							
Pike County ADA Training 801 Main Street, Petersburg, IN 47567 Contact: Melissa Bryant, (812) 354-8448 Project Fee – Hourly Rate As-Needed	12,845	10/ 2012							
City of Logansport Training 601 E. Broadway, Logansport, IN 46947 Contact: Chris Armstrong, (574) 753-2551 Project Fee – Hourly Rate As-Needed	18,396	09/ 2012							

It is evident from the list above that DLZ has the necessary experience and expertise to complete all sizes of projects with ADA compliance as the focus, whether for Title II or Title III clients. We will ensure that adequate staff are available to deliver the project to meet deadlines.

DLZ has extensive experience working with accessibility standards and guidelines that would apply to facilities in the City of Dayton. Our team has utilized these very standards and guidelines to determine compliance of existing facilities for accessibility and during the design of new facilities or alterations to existing facilities.

All non-ROW facilities in the City would be subject to either the 1991 ADA Accessibility Guidelines (ADAAG) or 2010 ADASAD. The ADASAD references other guidance and incorporate them by reference, National Fire Protection Association for audible and visible fire alarms, International Code Council/International Building Code (ICC/IBC) for means of egress, areas of refuge, and some railings, American National Standards Institute (ANSI) for power operated doors, American Society of Mechanical Engineers for elevators, escalators, and platform lifts, and American Society of Testing and Materials (ASTM) for surfacing under playground equipment. We intend to utilize the ADASAD as the basis for a compliance review,

with adjustments to priority based on the applicability of the 1991 ADAAG.

2.4 DLZ PERSONNEL

DLZ has staff that are very knowledgeable in ADA compliance analysis and design for both new and existing facilities. We can commit resources to projects to meet schedules that are negotiated for each project. In addition to the key individuals identified below or included on the organization chart, DLZ has additional staff that can assist should the need arise for any reason. In particular, we can utilize the services of our **licensed architects and engineers** to develop cost estimates for the required improvements based on visual inspection of our client’s facilities. Brief biographies for key staff are shown below, with resumes for DLZ staff included in **Appendix A**. Please note that any of the DLZ staff may be available to perform field inspections. In addition, DLZ Team member STONE will assist with the collection of accessibility compliance data within the public ROW and on building sites, including sidewalks, bike paths, parking meters, and pedestrian signalized intersections. The names of additional staff that are not listed but are used to assist with data collection will have information provided to the City to be added to the approved list and be issued identification badges.

Stephen G. Metzger, AICP, PWS – Project Manager/Lead ADA Specialist

Mr. Metzger is the Lead ADA Specialist in DLZ's corporate network. He has managed or been involved in nearly every ADA project at DLZ and reviewed a wide variety of facilities for ADA compliance, including hundreds of parks, a significant length of sidewalks, thousands of curb ramps, and hundreds of buildings and parking lots. He has also managed projects that involved the evaluation of special facilities, including several Convention Centers, a minor league baseball stadium, the Indianapolis Zoo, support facilities and McNamara Terminal at Detroit Metro Airport, Indianapolis International Airport, and a 400-room hotel. His experience and expertise include extensive knowledge of the ADA standards and guidelines for both ROW and non-ROW facilities, as well as the requirements of local governments for conducting self-evaluations and preparing transition plans. He is also well versed in the requirements of MUTCD for accessible pedestrian signals. He has performed evaluations of policies and procedures for various Title II and III entities and has developed a variety of methods to provide access that does not always require expensive engineering or architectural design and construction. He has attended several training courses on ADA compliance, including several National ADA Symposia. Mr. Metzger will be responsible for coordinating all staff for this project, reviewing City facilities for compliance, and be the primary author of the Transition Plan and point-of-contact for the City.



Sara A. Hicks, PLA, LEED AP – ADA Specialist

Ms. Hicks is one of DLZ's Lead ADA Specialists and has an excellent working knowledge of ADA standards and guidelines, especially related to parks and pedestrian facilities. She has been instrumental in the completion of many self-evaluations and transition plans for Title II clients in Indiana. She has furthered her knowledge through



continuing education, such as the National ADA Symposium and InDOT's "Designing Pedestrian Facilities for Accessibility". Ms. Hicks and Mr. Metzger collaborate on most ADA Transition Plan projects, as both have authored documents and provide constructive comments on plans prepared by the other. Ms. Hicks will perform evaluations of facilities, assist with preparing the Transition Plan, and perform the technical review of the document before to distribution.

Wiley Roberts – ADA Specialist

Mr. Roberts has a Master's Degree in architecture and is assisting with the ADA compliance review of buildings for several Tennessee and Ohio projects. Mr. Roberts has a good understanding of ADA standards and received in-house training on the pertinent ADA standards to apply based on building features. Mr. Roberts has utilized DLZ's electronic data collection checklists and will perform building evaluations for ADA compliance.



Robert M. Sherman, RLA – ADA Specialist

Mr. Sherman has more than 21 years of landscape architectural and planning experience and has developed a specialty in designing for accessibility on site design/civil engineering projects. He has been instrumental in the completion of numerous SETPs for DLZ's clients and is regularly consulted by DLZ staff on ADA issues. He has furthered his knowledge and training by attending the National ADA Symposium and used this training and knowledge to develop sensible solutions for non-compliant situations on many of his design projects. Mr. Sherman will assist with reviewing City facility sites and prepare cost estimates for site features.



David B. Evans, AIA – ADA Specialist

Mr. Evans provides our ADA evaluation team with an architectural design component, allowing us to develop reasonable solutions to correct architectural barriers. Mr. Evans has performed many ADA compliance evaluations, primarily in California, in compliance with that state’s accessibility laws, which exceed the federal guidelines in many areas. Mr. Evans completed the evaluation of three jails for Wayne County, Michigan, and is assisting Mr. Metzger with the review of compliance of facilities on several projects in Tennessee. He may perform building evaluations and also assist with developing cost estimates for building renovations as a part of the Transition Plan.



Steven A. Nocera, P.E. – ADA Specialist

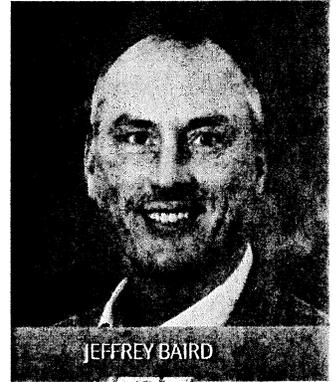
Mr. Nocera has a wide range of civil engineering experience, which is reflected in both his educational background and professional expertise. Utilizing his environmental and civil engineering knowledge and applying concepts of efficiency, impact awareness, and commitment to detail, Mr. Nocera is an effective project engineer and been assisting several clients with ensuring ADA compliance on sites. He has experience with the submittal of civil engineering construction documents with a variety of standards to obtain all permits necessary for construction. He has also assisted a number of clients with ensuring projects meet ADA requirements during both design and construction. Mr. Nocera will assist with coordinating the work within the ROW with both DLZ and STONE staff and coordinate these activities with Mr. Metzger.



2.5 STONE PERSONNEL

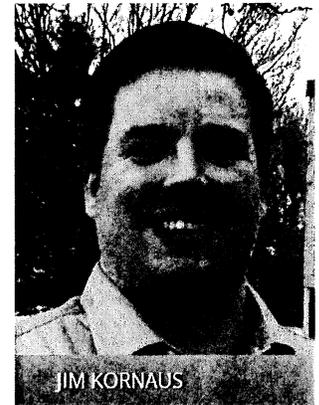
Jeff Baird, PE, PS, CPESC

Jeff Baird has over 23 years of experience managing, designing, and building a variety of civil (transportation) engineering projects, including in the City of Dayton. He has a broad range of design experience, having designed bridge structures, culverts, roads, and intersections - involving 20-foot fills, multiple-span bridges, culverts and storm sewers, and sanitary sewer improvements. He has worked on road widenings, vertical realignments, horizontal realignments, horizontal curves improvements, and intersection improvements and performed and overseen hundreds of surveying projects.

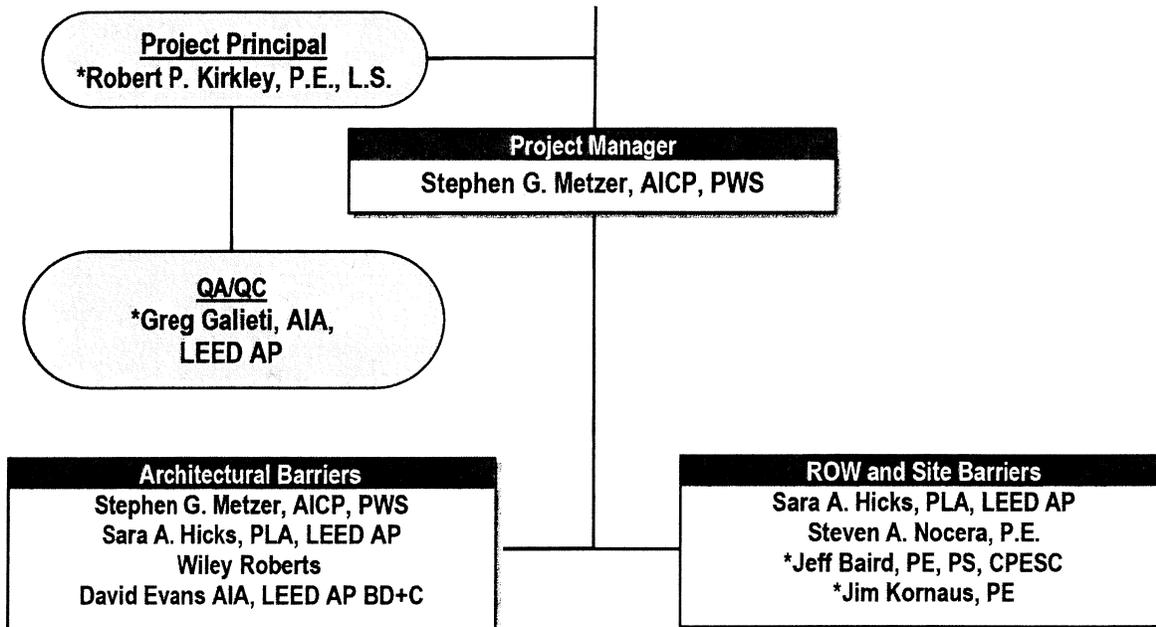


Jim Kornaus, PE

Mr. Jim Kornaus is a graduate of Ohio Northern University, with a Bachelor of Science in Civil Engineering and over 6 years of experience as both a designer and project inspector. He is licensed as a Professional Engineer in the State of Ohio, as well as an ODOT Construction Inspector. Jim has overseen construction of projects within the disciplines of water, wastewater, transportation, and conveyance. His technical experience with design was used throughout the Toledo Waterways Initiative and Toledo Collins Park WTP PCM Program on both water and wastewater applications. He has served in a Construction Administration (CA) / Construction Inspection (CI) role for numerous projects for the City of Columbus and the surrounding area. Areas of specialty include pump station construction /renovation, heavy civil, and new development/subdivision construction.



Organizational Chart



*=Administrative DLZ staff and STONE staff without resumes in the Appendix

3. PROJECT APPROACH

The City of Dayton is seeking the services of a consultant to provide a review of City facilities, along with all City programs, policies, and procedures, for compliance with the ADA. DLZ’s experience in evaluating facilities and programs for compliance with ADA standards and guidelines is extensive and will permit us to develop a scope of services for the SETP that will allow the City to meet its obligations under ADA Title II. The Request for Proposals (RFP) outlines a general scope of work that includes:

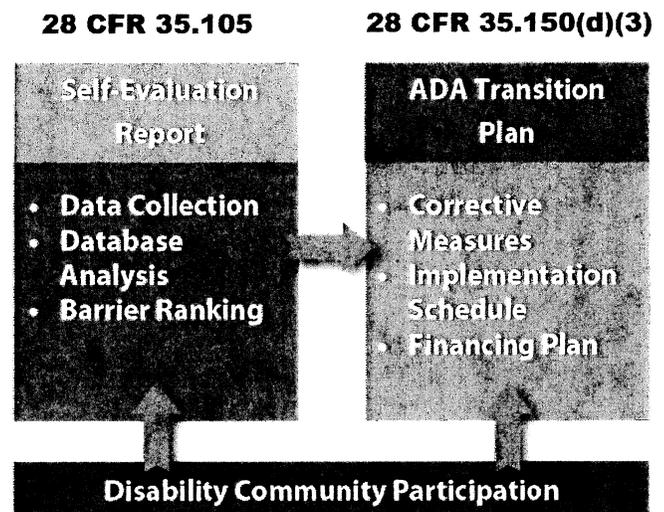
1. Inspecting City facilities for ADA compliance. The Addendum #1 Appendix A includes a listing of 106 City facilities and parks, 104 facilities with sidewalk and/or bike path within the public ROW, 11 segments of bike path, 312 traffic signals, and 1,312 parking meters. There may be other facilities that require review, but the scope of services includes only those provided by the City at this time.
2. Evaluate City services, policies, and practices and develop recommendations for improvement. All programs and services, policies, and practices are to be reviewed to determine if any present barriers to persons with disabilities or are otherwise discriminatory.
3. Preparing a Transition Plan. The Transition Plan is the document required by ADA that identifies physical and procedural barriers to persons with disabilities and includes necessary corrective actions, prioritization, cost estimate, and phasing plan for improvements.

These are the expectations of the City as stated in the RFP and Addendum #1, but a review of the facility list shows that some may need verification of the need to include them and also to ensure that none are missing. In particular, DLZ has noted that the Municipal Court is not included. While the building appears to be owned by Montgomery County, the courts are an important City program which requires accessibility. Several small parks don’t appear on the list and do not seem to belong to another entity. DLZ has performed nearly identical scopes of service for numerous clients and has an excellent understanding of accessibility needs for various facilities. Upon selection, DLZ will coordinate with City staff on any modifications to the scope of work needed

to ensure a fully compliant accessibility review is undertaken.

DLZ has completed numerous projects related to compliance with the ADA, and our staff includes professionals with proven experience, expertise, and ability to perform ADA compliance reviews. While the general services for each ADA compliance project has similarities, **DLZ specifically tailors our scope and approach** for each project to meet the unique, individual needs of each client and the budget that has been established. Our price proposal has made assumptions about what is included for the facility evaluation and included those assumptions below.

Project scoping is a critical component to all ADA projects, ensuring that all required facilities and areas of facilities are included in the self-evaluation phase and facilities or areas that are exempt from the standards are not. In some cases, due to budgetary considerations, the phasing of the self-evaluation and/or transition plan is necessary. DLZ will work with the City to develop a scope and fee that meets your needs, whether in a single- or multiple-phase effort. The chart below outlines the general requirements for the self-evaluation (Part 35.105 of ADA) and the Transition Plan (Part 35.150), with outreach and participation being offered during both phases to the disabled community.



DLZ is proposing a slight modification to the scope of work included in the RFP, with the same end result. Our scope will include the following general chronological

steps as a starting point, all of which are described in detail below:

1. Negotiate and Deliver Scope and Fee Proposal
2. Project Kick-Off Meeting
3. Perform Facility Self-Evaluations
4. Review Programs, Policies, and Procedures
5. Develop List of Outreach Targets
6. Initiate 1st Outreach Efforts
7. Continuous Outreach and Coordination
8. Meetings
9. Prepare the Transition Plan
10. Initiate 2nd Outreach Efforts
11. Public Hearing and Transition Plan Adoption
12. Implementation by the City

3.1 NEGOTIATE AND DELIVER SCOPE AND FEE PROPOSAL

Upon selection, DLZ and the City should meet to review the details of the scope of services and come to an agreement on any changes that might be needed that would modify the fee. It will be important for our team and the City to review existing information that is available to determine the areas within the facilities included in the project. The RFP required only public areas be included, however, Addendum #1 clarified that employee common-use areas, such as conference rooms, employee restrooms, employee entry doors, break rooms, locker rooms, etc., are also to be included in the self-evaluation. Existing information can be floor plans, emergency evacuation plans, or other information that shows the various work and non-work areas. It will also be important to discuss and obtain information about the various programs of the City, particularly those that are somewhat unique. We will also want to confirm the City's desires regarding the extent of public involvement and outreach activities and the number of coordination meetings that will occur during the duration of the project. It is our understanding from Addendum #1 that the City will perform outreach to the public. DLZ has assumed a basic level of assistance on public involvement activities as specified below.

Once the facilities and areas within each that are to be included in the self-evaluation are determined, a list of programs developed, and public involvement and outreach and desired number of meetings confirmed,

our team can make any necessary changes to the detailed scope of work and fee proposal, and possibly also the project schedule. The scope of work will include the information contained in this RFP response, as modified during discussions following project award. The scope will specify facilities that are included, those specifically excluded, and areas within each that are included.

Once the City has had the opportunity to review the scope of services and fee proposal, with necessary responses to questions and clarifications provided, we anticipate final approval by both parties on the scope, schedule, and budget for the project. All are interdependent on one another and we are confident that the scoping and contracting phases will be completed in a timely manner to allow for the work to begin soon after contract execution to maintain the project schedule.

It is common for ADA self-evaluation and transition plan projects to be phased over multiple budget cycles, particularly when the project is of significant size. DLZ will ensure that work is performed within each budget cycle included by the City within the fiscal constraints set for each budget year. The City should consider multiple phases for facility evaluations given the large number to spread the cost out over multiple years if an adequate amount has not been set aside. The description of tasks below should be considered general in nature, with details to be verified during project scoping and contract negotiations. The following task descriptions should be considered tentative and subject to change until finalized during contracting. The description of tasks generally follows the process used successfully by DLZ on dozens of previous self-evaluations and transition plans.

3.2 PROJECT KICK-OFF MEETING

DLZ will schedule a Kick-Off Meeting with City staff invited to attend. We will coordinate with the City on the development of a meeting agenda, identify staff that should be invited, and attend this important commencement of the work. The meeting is expected to include discussion about the various facilities, our access needs and procedures for obtaining badges, access restrictions, and data collection methodologies, along with the desired format of various deliverables from the project. Attendees will also discuss the anticipated project schedule and milestones.

DLZ will develop a **list of ADA advocacy groups** that we will coordinate with on the project and who will be provided an opportunity to provide input and participate in the project. The Ohio Statewide Independent Living Council, Great Lakes ADA Center, Ohio Association on Aging, The Arc Ohio, and Disability Rights Ohio, along with others identified by DLZ or the City, will be provided with information about the project and offered the opportunity to provide input throughout. DLZ will assist the City with coordination as agreed upon during project negotiations. DLZ will prepare a summary of the kick-off meeting discussion and action items for both the City and DLZ.



Advocacy. Action. Answers on Aging.



Ohio SILC

Ohio Statewide Independent Living Council

Great Lakes  Center

The Arc.
Ohio

3.3 PERFORM FACILITY SELF-EVALUATIONS

We firmly believe DLZ to be the best qualified firm to assist with meeting your ADA compliance obligations. We have gone so far as to **prepare our own ADA evaluation forms** tailored to the specific situations we have run into during our projects and are constantly looking for ways to improve the efficiency of our data collection efforts, including having gone paperless by using iPads to record and store information in Microsoft Excel.

DLZ will perform an investigation for compliance with the ADA for the City facilities included in the contract. The investigation shall include site and architectural barriers consistent with the requirements of the ADASAD for facilities outside of the public ROW and other pertinent guidance, if applicable. Details of how each facility will be evaluated will be discussed at the project kick-off meeting. All information collected will be done electronically, utilizing software/applications that can export information in a variety of formats, including

Excel, PDF, Word, etc. For facilities within the public ROW, DLZ will evaluate compliance using PROWAG as the guideline since it is considered best practice by FHWA.

DLZ will document all non-compliant issues, and features that are required but lacking, with appropriate dimensional, quantity, and/or slope measurements and digital photographs. At City facilities, DLZ will take appropriate measurements along the accessible route(s) from parking to the building entrance(s) (including ramps and curb ramps if present), and publicly accessible and employee common use areas at each facility. In all cases, the City shall provide DLZ with direction regarding areas of these facilities that are open to the public or common use for employees and provide floor plans for buildings, if available. DLZ will review items within each facility, such as doors, drinking fountains, corridors/ hallways, elevators, restrooms, rooms, assembly areas, service counters, signage, etc. It is possible that access to some facilities may not be convenient during normal business hours or some areas have security or other concerns that will be cause for the City to escort our ADA specialists during the evaluations. We will strive to identify those facilities and discuss any special access needs or restrictions at the kick-off meeting. Our ADA specialists have been trained to work around facility users and employees and ensure that they are discreet when going about their duties and strive to not photograph individuals, especially children when documenting facility conditions at the time of the evaluation.

3.4 REVIEW CITY PROGRAMS, POLICIES, AND PROCEDURES

In addition to structural barriers, there are often procedural or policy barriers to equal access to programs of Title II entities. DLZ staff recognizes the importance of evaluating these aspects of governmental agency programs and has developed a program that ensures compliance with the requirements of ADA. In describing these services to clients and the public, a simplified explanation is the “programs” are the various services

Proposed Accessibility Guidelines
for Pedestrian Facilities
in the Public Right-of-Way

July 26, 2011

UNITED STATES ACCESS BOARD
A FEDERAL AGENCY COMMITTED TO ACCESSIBLE DESIGN

provided, with the “policies and procedures” be the how and why you provide those services. We typically meet with the ADA Coordinator to go over a checklist of programs that are common to many agencies to verify that we fully understand the unique aspects that may exist. We often circulate a questionnaire and/or meet with department heads to discuss the procedures and policies within each department, especially those that have significant contact and interaction with the public.

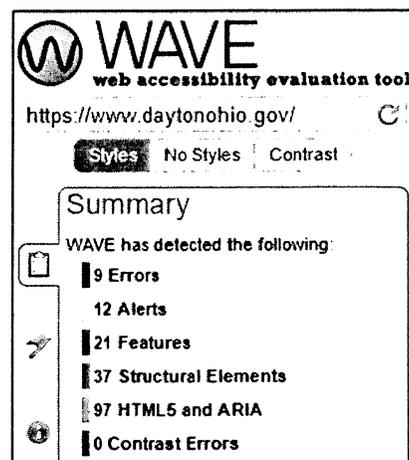
The specific programs, procedures, and policies that are reviewed are reliant on obtaining accurate information during our interviews and research, as well as being provided relevant documents and information when requested. DLZ strives to provide all our clients with a **full-service, one-stop-shop for ADA compliance consulting.**

The City of Dayton, by its very size, has a large number of policies, programs, and procedures that need to be included in that part of the evaluation. In performing our review of policies and procedures, we have typically reviewed:

- Public Information – determine if notices of ADA and other civil rights law information conspicuously posted in both public and employee-only areas.
- Public Notices – verify that public notices for meeting agendas open to the public include statements regarding accommodation that include the advanced notice requirement and name and contact information for accommodation.
- Grievance Policy and Procedure – verify that a formal written policy exists for non-discrimination and that there are written procedures and forms available for filing of formal complaints on ADA. DLZ has found no existing procedure and form on the City website.
- ADA Coordinator – identify who has been appointed as the ADA Coordinator for the community, when the appointment was made, and that the name and contact information of the ADA Coordinator is widely published. No ADA Coordinator was found on the City website and it is not clear if one has been appointed. This extremely important position will need to be discussed in depth and the proper person named to lead the City’s ADA compliance efforts.
- Boards and Commissions – verify that meeting facilities for various boards and commissions of the community are held in accessible facilities and that

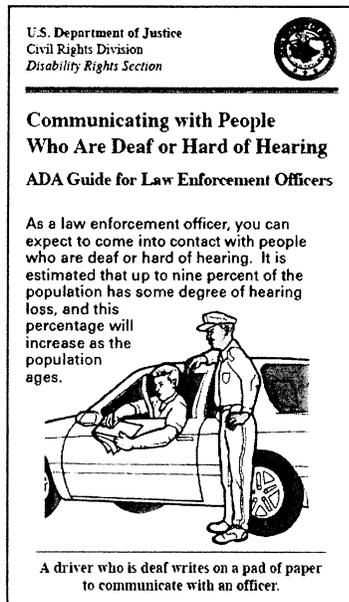
assistive listening devices are available for persons with low hearing that may attend these meetings.

- Staff Training – determine what training or other educational opportunities have been provided to staff that regularly interact with the public on how to identify persons with disabilities and various means on how to accommodate them in performance of their duties.
- Emergency Preparedness – review the emergency plans to verify that they consider the special needs of the disabled in the event of the need for emergency evacuation, transportation, and shelter, including those that have service animals.
- Special Events – determine if any special events are held at community facilities that may require special planning due to the placement of temporary barriers. Special events could include summer concerts, fairs/carnivals, etc. Review the accessibility plans for the special events to verify that accessibility is considered and provided to the extent possible.
- Equally Effective Communication – determine if any requests for accommodation have been made and how accommodations were made, verify that resources are available for accommodation within the timeframes noted in notices, etc.
- Telecommunications – verify that telephone systems are compatible with Telecommunications Devices for the Deaf (TDD), including 9-1-1 service. There are also 10 phone call centers for City services that will need to comply with telecommunications accessibility needs for persons with hearing loss.
- Alternative Communication Formats – is the community able to provide alternative communication formats upon request, including large print documents, text-to-speech, Braille, captioning, American Sign Language interpretation, etc.
- Websites – verify that websites do not have obvious errors that could limit accessibility to persons with disabilities,



including a variety of structural errors in development of the website, documents that are not compatible with screen readers, etc. The City listed seven (7) different websites that are utilized. We will review the City website for general compliance utilizing the Web Accessibility Evaluation Tool (WAVE) and other software programs. This evaluation is a low-level review for general compliance of the website with Web Content Accessibility Guidelines (WCAG). WCAG 2.0 covers a wide range of recommendations for making Web content more accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity, and combinations of these. Following these guidelines will also often make your Web content more usable to users in general and will assist in determining the magnitude of non-compliance that can be communicated to the City's website developer.

- Building and Site Information Signage – verify that signage is present to direct persons to accessible facilities and entrances if not all such facilities are accessible in a building.
- Fee and Surcharges – verify that the community does not have a discriminatory policy that charges fee or surcharges for services to the disabled that it does not also charge persons that have no disability
- Special Training – determine if any special training is provided, particularly for police officers, to communicate with people who are deaf or hard of hearing or have an intellectual disability.
- Employment – perform a low-level review of applications for employment and employee manuals to determine if any language may be discriminatory against prospective or current employees in the various departments.



We will also evaluate various publications and methods of payment/registration for City programs for compliance. DLZ staff will request clarification from Department Heads, through our point-of-contact, on the extent of their public interaction and programs provided. Some departments with extensive public contact and interaction will warrant additional coordination (Human Resources, Parks, Police, etc.). DLZ will also perform a low-level evaluation of employment practices (hiring, firing, promotions, review of employee policy manuals and job descriptions, etc.) and make recommendations as deemed necessary. This evaluation is not intended to be a full compliance audit for Title I of ADA or Titles VI/VII of the Civil Rights Act.

DLZ will provide the City with a questionnaire that is to be completed by key departments related to their unique policies and procedures, and their experiences and training in dealing with persons with disabilities. This questionnaire will help guide DLZ in our efforts to provide advice on how to better serve the disabled population and provide equal access to City programs. DLZ will evaluate the various programs identified on the questionnaires and information gathered to complete the evaluation.

We anticipate the need for minimal involvement of City staff other than assisting with coordinating access to the various facilities and providing information about the various policies, programs, and procedures of the various departments. The other commitment of time from City staff would be participation in meetings, which will include a kick-off meeting to discuss the project scope and schedule, data and access needs for the self-evaluation, options for public outreach required during both the self-evaluation and transition plan phases, etc.

3.5 DEVELOP LIST OF OUTREACH TARGETS

DLZ will utilize the initial list of disability advocacy groups that are either regional, state, or local to the City of Dayton developed for the project kick-off meeting. Working closely with City staff and advocates that we are partnering with, we will expand the original list and it will be established as our official mailing list. This list will be continuously updated as new groups or individuals are identified during the project and used by DLZ and City for all outreach efforts.

3.6 INITIATE 1ST OUTREACH EFFORTS

It is during the self-evaluation phase that the first outreach efforts will be made to the disabled community and their advocates. While the City has identified in Addendum #1 that they will perform public outreach, DLZ looks at this as a team effort and we will be involved to some extent. DLZ has typically prepared a letter that is sent to all identified advocacy groups and local residents who self-identify as disabled or interested parties that request to be part of the process and we will provide sample language that the City can use to send these letters. The notification letter should include information about the project scope and schedule and include contact information for those interested in becoming involved. DLZ has also held an informational open house at this time on other projects, where a presentation is made about the project and the ADA, though attendance has historically been quite low. This option can be discussed during project scoping but is not currently included in the scope or fee. As a result of these outreach efforts, a project mailing list or email list is developed and maintained throughout the project’s duration. All notices and other project information are sent to everyone on the lists.

An additional outreach effort can be made utilizing an online questionnaire to solicit comments on barriers, or perceived barriers, that exist at City facilities. The survey can be tailored to whatever format the City desires. If this option will be utilized, the City will assist with publicizing the web address where the public can access and take the anonymous survey. Results will be reviewed and

responded to as appropriate in the Transition Plan. Details of the type(s) and number of outreach

City of Sevierville ADA Survey City Survey created 11/15/2016	18 RESPONSES
City of Alcoa ADA Survey City Survey created 11/15/2016	4 RESPONSES
City of Maryville ADA Survey Survey created 11/15/2016	19 RESPONSES

efforts to be utilized by this method will be discussed during scoping efforts, but the online questionnaire is included in our base scope of services and fee. A currently active survey can be found at <http://survey.constantcontact.com/survey/a07egbaif7sjvdssvxs/tmp/greeting>.

3.7 CONTINUOUS OUTREACH AND COORDINATION

DLZ will work closely with the City to ensure a continuous line of communication is open to the disabled community to contact the project team and be involved in the project. This may be through a variety of means, all of which will be discussed at the kick-off meeting, that can include a monthly email blast, project Facebook page, or any number of media and social media outlets. Our goal would be to get advocates or persons from different disability groups most affected by accessibility issues to government programs represented – seeing, hearing, cognitive, upper body, and lower body. Comments provided will be permitted to be anonymous and the project team will protect anonymity to ensure respondents to all forms of public input are not dissuaded due to concerns about being identified.

3.8 MEETINGS

Several project meetings are anticipated to be included in the scope of services, in addition to the project kick-off meeting. Details about the timing, types, and number of meetings will be confirmed during project scoping. We may want to also consider focus groups for each of the major disability groups impacted by barriers to City programs. Meetings to be held may include:

- Meetings with City staff and the ADA team at key points in the project. The number and schedule for these meetings will be finalized during project scoping and contract negotiations. No formal meetings are currently included in the base scope of services or fee.
- Public meetings to present various information about the project and requirements of the ADA. The number and schedule for these meetings will be finalized during project scoping and contract negotiations. Adjustments to the number of meetings during the project may be considered based on interest and attendance at meetings, which varies widely from community to community. No public meetings are currently included in the base scope of services or fee.

Regular coordination is also anticipated via telephone calls and email as a means of tracking project progress and discuss any issues or questions that arise or need clarification. This coordination is expected and included in the base scope of services and fee proposal.

3.9 PREPARE THE TRANSITION PLAN

DLZ will prepare a transition plan that meets the requirements of the ADA and includes our assessment of the facility reviews and review of City policies, programs, and procedures. The Transition Plan will include a summary of all the facilities reviewed during the self-evaluation phase, the results of the DLZ Team’s review of the City’s policies, program, and procedures, and recommendations for modifications and updates to policies and procedures that can provide improved access to City programs. It will also include a summary of the public outreach and public involvement activities for the project. The specifics of how the Transition Plan is to be divided by facility or facility type will be verified at the project kick-off meeting.

DLZ will develop a list of barriers as defined by the ADA for the facilities included in the project, a summary of corrective work required to meet ADASAD, and a list of priorities for the City to consider for each facility or facility type. DLZ will determine at least one option for compliance with ADA standards for the listed items and provide an estimated probable cost for changes necessary to achieve ADA compliance, except where the ability to do so is limited due to the need for additional detailed investigation outside the scope of the ADA review (e.g., structural analysis of walls, other applicable codes required to be met [plumbing, electrical], etc.). In

37-1	<i>General Sessions Courtroom</i>		
	<i>Provide Assistive Listening Devices and Signage</i>	High	\$1,500
	Notes: No signage is present and no indication that assistive listening system and devices are available as required for all courtrooms. Per table 219.3, 5 receivers are required, 2 of which must be hearing-aid compatible. Federal Guideline: 219.2-219.3, 216.10, 703.7.2.4, 706.1		
	<i>Provide Accessible Table for Litigants</i>	Low	\$100
	Notes: Table knee space is only 26-1/4" (27" ht. min. req'd.). Provide new table that can be used to provide accommodation. Cost assumes locating table elsewhere that can be moved. Federal Guideline: 904.4.1, 904.4.2		
	<i>Provide Access to Witness Stand and Court Reporter Station</i>	High	TBD
	Notes: Both have access with a 6" step up from main level. There may be room for a ramp but needs additional review. Federal Guideline: 808		
	<i>Provide Accessible Work Surface for Court Reporter</i>	Medium	\$500
	Notes: Knee space is only 25-1/4" (27" ht. min. req'd.) due to keyboard tray. Cost assumes some casework may be needed. Federal Guideline: 904.4.1, 904.4.2		
	<i>Provide Compliant Height Lectern</i>	Medium	\$800
	Notes: Existing 41" high lectern does not permit sight lines to user in a wheelchair. Provide lower height unit with working surface no higher than 34". Federal Guideline: 902		

some instances, DLZ may instead note procedural changes or recommend relocating a service to an accessible location within the same or another facility to provide equal access to programs, services, and activities of the City.

DLZ will submit the draft Transition Plan for review by the City. The City would be responsible for distribution of the draft Transition Plan to commenters in various departments and compilation of all comments into a single document. Comments conflict reviewers are to be resolved by the City in this master document. DLZ will be provided with the master document and determine if any comments are not clear or vague and request clarification, in writing, to understand the City’s requested changes. It is possible that a meeting and/or teleconference may be needed to discuss the comments on the draft Transition Plan.

3.10 INITIATE 2ND OUTREACH EFFORTS

Once the draft Transition Plan comments have been resolved, DLZ will prepare the Public Review version of the Transition Plan. The document will be made available at several locations throughout the City, such as City Hall, libraries, etc. and the City website for the public to review and provide comments. The availability of the document, along with locations where it can be reviewed and the comment period description, will all be published in the local newspaper by the City, posted at City facilities, on the website, and in a second round of letters to all persons on the project mailing list. The comment period is typically a minimum of two weeks but can be as long as four weeks. We will discuss the duration of the document’s availability, as well as locations for it to be placed and duration of the comment period, with the City.

3.11 PUBLIC HEARING AND TRANSITION PLAN ADOPTION

At the end of the comment period, DLZ will compile all comments received and provided to the City and determine if any would require modification to the Transition Plan. All comments will be included in the appendix to the document, along with resolution to all as needed. DLZ will make revisions to the Transition Plan if needed and provide the draft version of the Final Transition Plan to the City for review. Any comments will be resolved, and the Final Transition Plan prepared for consideration and adoption in a manner determined by the City as appropriate. Typically, a public hearing is held to allow for public comment at a meeting of the City Commission, which then adopts the Transition Plan, as amended by comments at the meeting, following the public hearing. The actual means of the document to be

reviewed, considered, and approved will be discussed with the City staff and can be via simple majority vote or resolution.

3.12 IMPLEMENTATION BY THE CITY

Once the Transition Plan is adopted, the City will have a planning document that can be used to strategize and budget to make the necessary modifications to policies and procedures and alterations to facilities to improve access to City programs to the disabled. If the City desires DLZ to provide additional services for implementation, services can be negotiated on a task-by-task basis or through an hourly rate consulting basis. DLZ will always make ourselves available to respond to questions or provide our advice if City staff would contact us during the implementation phase.

3.13 ASSUMPTIONS

Based on our experience performing these tasks for Title II clients, and information contained in the RFP, the following assumptions are typically valid. Any and all assumptions may be modified during contract negotiations to meet the unique needs of each client and project. The expectations for the City and your staff for this project are fairly limited, but important, to the success of the project. The City would be expected to provide the necessary information and guidance to allow DLZ to become familiar with City operations and the respective policies and procedures of the various departments. We strive to minimize the effort required for our ADA clients to assist us, but when needs are presented we will need that assistance. The primary items we typically need from our ADA clients and would expect from City of Dayton as well, include:

- The City will appoint one person to be DLZ's point-of-contact for all coordination and communications.
- The facilities included are those specified in the RFP Addendum #1. Modifications to the facility list and cost for additional facility reviews can be agreed upon during negotiations or when discovered.
- DLZ will have reasonable access to all facilities that are included in the self-evaluation. The City will provide us with clear direction regarding areas of each facility that are open to the public and defined as employee common use and therefore included in the compliance evaluation. Floor plans shall be provided if they are readily available.

- Provide copies of all documents that will need to be reviewed during the project. Electronic copies are preferred. Documents may include, but not be limited to:
 - Previous ADA compliance documents, including evaluations of facilities or previous Transition Plans.
 - Various publications of the City provided to both employees and the general public.
 - City design standards and details.
 - Other documents identified during the project and requested by DLZ.
- The Transition Plan will be based on Title II regulations and ADASAD only for the facilities included within the review, as applicable. The Transition Plan is to include the results of the self-evaluations completed by DLZ, with site parking information collected previously by the City provided to DLZ for review and inclusion in the Transition Plan.
- There will be one compiled set of comments from the City on all draft documents submitted. One change will be made to each document submittal based on this compilation into the final version.
- The frequency and number of meetings with the City's ADA Team and/or staff and the public will be determined during project negotiations. Our experience is that meeting at key points in the project rather than pre-determined intervals is more productive for all. Regular updates and frequent communication via email and phone will be provided to our point-of-contact throughout the duration of the project.
- The City will be responsible for all public outreach, distribution of reports, public notices, placement of information on websites, securing of meeting room facilities, and advertising of the Public Hearing. DLZ can assist with all of these items.
- We anticipate the need for minimal involvement of City staff other than assisting with coordinating access to the various facilities and providing information about the various policies, programs, and procedures of the various departments. The other commitment of time from City staff would be participation in meetings.

3.14 PROJECT SCHEDULE

The RFP identified a date of completion for all final documents and submittal to the City of June 1, 2020, which was modified by Addendum #1 to February 1, 2021. We believe that given the large number of facilities and area of each to be reviewed, evaluation of the various programs, policies, and procedures for over 18 departments, many of which have numerous divisions with unique programs, need for public outreach and involvement, etc., modification of the original deadline was a prudent decision. This revised schedule will allow for a comprehensive evaluation of all facilities and programs and ensure that the Transition Plan considers all options available for providing access to persons with disabilities to City services. Another significant benefit to an extended schedule is the ability of the City to provide the necessary project budget over multiple budget cycles.

If ODOT were to issue a mandate with a firm deadline for completion of a compliant Transition Plan, as other states have done, we would anticipate they would allow 18-24 months for completion and the City's schedule would fall within that time period. If ODOT were to issue a mandate during the project, DLZ will discuss any schedule implications with the City and adjust as needed to meet any milestones established. Assuming a Notice

to Proceed of October 1, 2019, DLZ can commit to project completion approximately February 1, 2021. Every attempt will be made to expedite the project, even in the absence of firm dates for compliance from ODOT, to complete the project as quickly as possible without jeopardizing the thoroughness of the facility and program evaluations and providing relevant time for public coordination with disability advocacy groups.

With the above dates in mind, we are proposing the following milestone schedule based on October 1, 2019, start date:

- Substantial completion of facility evaluations – May 1, 2020
- Completion of program, policy, and procedure reviews – July 1, 2020
- Submittal of internal City draft Transition Plan for review and comment – November 1, 2020
- Submittal of Public Review Transition Plan for public review and comment – January 1, 2021
- Prepare and submit Final Transition Plan – February 1, 2021
- City acceptance/formal adoption – February 2021

The actual schedule is likely to be slightly different and is negotiable during contracting.

4. STATEMENT OF EXCEPTIONS

The following exceptions have been requested by DLZ's Legal Department. Resolution on these

exceptions will be completed during project negotiations and contracting following project award.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify ~~and defend~~ the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

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

ARTICLE 7. INSURANCE

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

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability

5. CASE STUDIES

A list of all projects completed by DLZ with a significant ADA compliance evaluation scope is included in the table in Section 2, along with the name, address, and telephone number of a direct contact person. DLZ is also providing the following three (3) case studies for projects with similar scope of services to the City of Dayton ADA Transition Plan project. These case studies include projects that are both near completion or have been completed.

Project – City of Maryville, TN ADA Self-Evaluation & Transition Plan

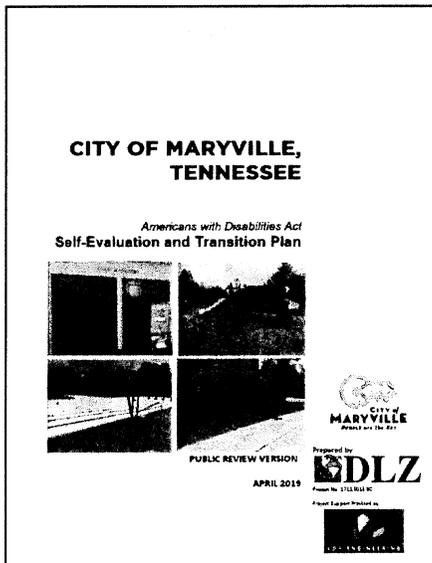
Contact – Leland Blackwood, (865) 273-3430,

lblackwood@maryville-tn.gov

DLZ’s Role – Prime Consultant

Cost of Services – \$143,600

The City of Maryville, Tennessee, contracted with DLZ to perform a complete self-evaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their compliance efforts. The facility self-evaluation included 12 City buildings and site features, 4 public parking lots, 3 parking structures, 7 parks, 66 miles of sidewalks, 12 miles of greenways, and 150



intersections with curb ramps. The self-evaluation was completed with the assistance of a local civil engineering firm, who collected data within the public right-of-way and on the greenways following training provided by DLZ. Maryville is significant because it is the first contract pursued by, and awarded to, DLZ in the state of Tennessee. DLZ has since been awarded several more contracts in the Knoxville area based on the qualification’s submittal provided to Maryville. DLZ and our local subconsultant have also provided an

extended lunch-and-learn presentation to local officials about their ADA obligations, common problems we have found in design and construction of projects, and how to remain compliant with the mandate from TDOT to prepare and implement an ADA Transition Plan to remain eligible for federal transportation funding. This project is on-going, with completion anticipated in the fall of 2018. Key staff involved in the project and their role include Stephen G. Metzger, AICP, PWS (Project Manager), David Evans (ADA Specialist), and Sara A. Hicks (ADA Specialist). DLZ’s subconsultant was responsible for the collection of ROW data. This project started in December 2017 and was completed in June 2019. The Transition Plan for this project is available for review at https://www.maryvillegov.com/uploads/8/2/6/7/8267180/maryville_ada_setp_final-7-8-19.pdf.

Project – City of Sevierville ADA Self-Evaluation & Transition Plan

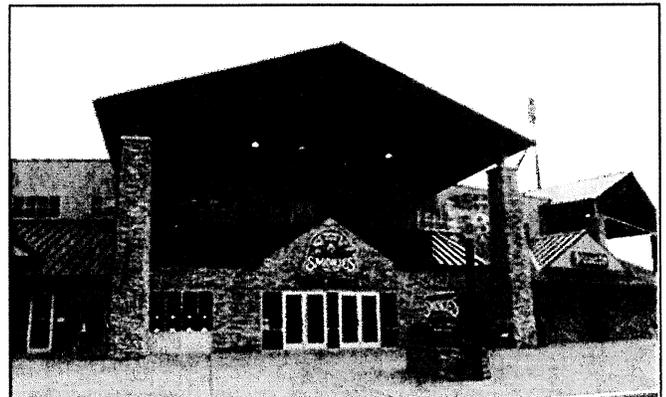
Contact: Bryon Fortner, (865) 868-1777,

bfortner@seviervilletn.org

DLZ’s Role – Prime Consultant

Cost of Services – \$215,000

The City of Sevierville, Tennessee, contracted with DLZ to perform a complete self-evaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their compliance efforts. The facility self-evaluation included 17 City buildings and site features, 9 parks, 50 miles of sidewalks, several blocks of on-street parking, and 365 intersections with curb ramps. The Sevierville project is somewhat unique given the types



of facilities that they own and/or have programs in.

These include Smokies Stadium (home of the Tennessee Smokies, the Chicago Cubs Minor League A affiliate), Convention Center, Visitor Center, ETSU at Sevierville, Sevierville Golf Course, Fort Sanders Sevier Senior Center, and Sevierville Community Center. DLZ has a local subconsultant that is collecting compliance information for facilities within the public right-of-way and on building sites. The self-evaluation of programs, policies, and procedures will be completed by DLZ as part of the project. DLZ will compile the results into a Transition Plan that the City will utilize to make the necessary corrective actions and policy changes. Key staff involved in the project and their role include Stephen G. Metzger, AICP, PWS (Project Manager), Sara A. Hicks (ADA Specialist), Wiley Roberts (ADA Specialist), and David Evans (ADA Specialist). DLZ's subconsultant was responsible for the collection of ROW and site data. This project began in January 2018 and is scheduled to be completed in summer of 2019.

Project – City of Huntington, IN ADA Self-Evaluation & Transition Plan

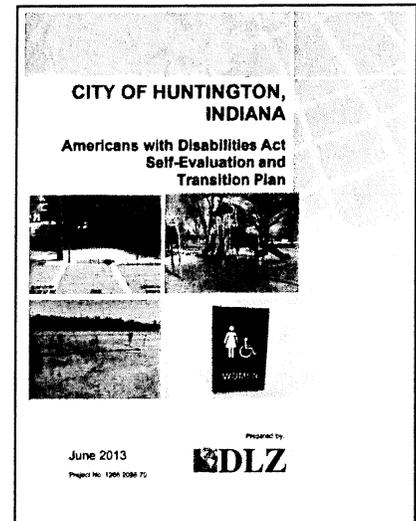
Contact – Anthony Goodnight, (260) 356-1400 x 245, anthony.goodnight@huntington.in.us

DLZ's Role – Prime Consultant

Cost of Services – \$153,000

The City of Huntington, Indiana, contracted with DLZ to perform a complete self-evaluation of all city facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their compliance efforts. The facility self-evaluation included 12 city buildings and site features, 5 parking lots and on-street parking, 12 parks, 84 miles of sidewalks, and 1,606 curb ramps at intersections. DLZ used iPads with GeoJot+ software for the ROW data collection, using interns from the local university to assist in collecting the data. The self-evaluation of programs, policies, and procedures, including

grievance and compliant procedures, designation of an ADA Coordinator, public meeting notices, special events, effective communication, alternate communication formats, information and signage, staff training,



emergency evacuation procedures, and employment practices. DLZ compiled the results into a Transition Plan that the city is using to make the necessary corrective actions and policy changes. DLZ also hosted several public meetings to solicit input from the community. The project was started in July 2012 and completed in June 2013. This client is perhaps the most familiar with DLZ's expertise in ADA and we have continued to serve this client with advice and design for implementation of their Transition Plan. The city has hired DLZ for many other projects based on their experience on the ADA project. DLZ has also returned on several occasions, at the invite of the Mayor, to present to the local Chamber of Commerce about how local businesses can improve accessibility. Key staff involved in the project and their role included Stephen G. Metzger, AICP, PWS (Project Manager), Robert M. Sherman (ADA Specialist), and Sara A. Hicks (ADA Specialist). The Transition Plan for this project is available at https://www.huntington.in.us/egov/documents/1371820147_964385.pdf.

6. PRICE PROPOSAL

The prices quoted below are further elaborated on in the paragraph that follows each item. All prices will remain firm for 180 calendar days after the RFP closing date. Note that in addition to including the description for each item that is provided in the RFP and Addendum #1, DLZ is also providing additional clarifications about what is and is not included for each to ensure clarity in understanding the scope of services.

Item	Pricing
<u>Facility & Park Self-Evaluation</u>	\$ <u>175,107.50</u>

This item would include all work necessary to complete a self-evaluation (with all requirements in Section 2.03 Scope of Work/Project Requirements as clarified or modified within DLZ's scope of services and/or the July 24, 2019 Addendum #1) on all listed facilities and parks (approximately 106). This would include the interior and exterior of all facilities and parks, up to the back of sidewalk in the right-of-way, but excluding interior parking lots (City has already evaluated). Site sidewalks, curb ramps, and other accessible routes from parking and the ROW will be included in the exterior evaluation. The interior evaluation includes public areas and employee common use areas. It is assumed that parking lot information will be provided by the City to DLZ for evaluation and inclusion in the Transition Plan. DLZ will evaluate parking lot data prior to visiting sites and perform pick-up of any items that may have been overlooked or missed.

<u>Sidewalk & Bike Path Self-Evaluation</u>	\$ <u>67,170.00</u>
---	---------------------

This item would include all work necessary to complete a self-evaluation (with all requirements in Section 2.03 Scope of Work/Project Requirements as clarified or modified within DLZ's scope of services and/or the July 24, 2019 Addendum #1) on all listed sidewalks (approximately 104 sites) and bike paths (approximately 8 miles). The sidewalks listed are those within the public ROW abutting City owned and/or City maintained facilities, which total approximately 13.5 miles as measured in Google Earth. DLZ will verify the limits of each site boundary to ensure only sidewalk of the City is included in the evaluation. In the event that a location is unimproved or sidewalk is nonexistent, best practices shall be taken when generating the site report(s) and transition plan in regards to the recommendations for ADA compliance. No ROW curb ramp evaluation is included even where a ramp falls within the frontage of a City building.

<u>Traffic Signal & Parking Meter Self-Evaluation Plan</u>	\$ <u>43,692.60</u>
--	---------------------

This item would include all work necessary to complete a self-evaluation and necessary transition plan (with all requirements in Section 2.03 Scope of Work/Project Requirements as clarified or modified within DLZ's scope of services and/or the July 24, 2019 Addendum #1) on all listed traffic signals and parking meters. The City has provided a list of approximately 312 signals and 1,231 parking meters which lie within the boundary of several defined areas. This item shall also include the self-evaluation of all designated on-street parking in commercial districts for compliance with PROWAG for slope and dimensional requirements (metered or marked spaces only), proximity to curb ramps, signage, and adequate number of designated disabled on-street parking spaces based on block face counts. The height of the operable parts of parking meters at existing and proposed disabled parking spaces, along with required level clear spaces, will be included in the evaluation. For traffic signals that include pedestrian signals, features of the pedestrian signals will only be evaluated if there is either a pushbutton or passive detection device to cycle the pedestrian signal. Pedestrian signals that run only on a timer in conjunction with the traffic signal will be documented as such with no further investigation performed.

City Communication Services/Public Affairs Self-Evaluation

\$ 59,580.00

This item would include all work necessary to complete a self-evaluation (with all requirements in Section 2.03 Scope of Work/Project Requirements as clarified or modified within DLZ's scope of services and/or the July 24, 2019 Addendum #1) on all listed City communication services and other policy/procedure documents. These would include, but may not be limited to City websites, digital content and communications, written content and communications, phone call centers, mobile applications, and other items specified in Section 3.4 of this proposal. The City operates several websites, call centers, mobile applications, digital content and communications, and social media pages. DLZ's scope assumes evaluation of these items to determine general compliance with applicable guidelines. The primary emphasis of most evaluations of City communication services will be on ensuring that guidelines and commonly accepted best practices are being followed to prevent discrimination against any particular disabled group and recommend changes to eliminate these barriers to improve communication services and program access to City services.

ADA Transition Plan

\$ 49,680.00

This item includes the compilation of all other items into a single Transition Plan for all City facilities and programs, with the exception of ROW curb ramps and Department of Aviation. Deliverables include an Internal Review Draft for review and comment by the City, a Public Review Version that is advertised and made available for review by the public, draft Final Transition Plan that addresses all public comments and provided for consideration by the City Commission, and the Final Transition Plan, which is the final deliverable document. The Transition Plan will include discussion about a variety of topics, specifically details about ADA compliance requirements for Title II entities, self-evaluation methodology, self-evaluation results, listing of all non-compliant items with relevant code citation for ADASAD or PROWAG, priority for correct action based on structural and contextual factors to be discussed with the City, and estimated cost for corrective action where it can be determined based on available information.

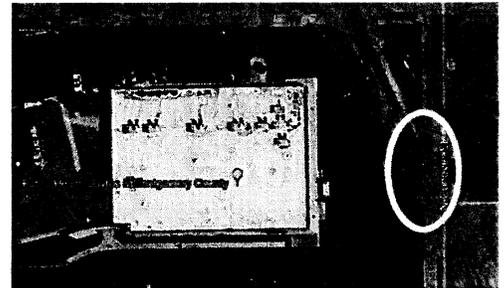
6.1 PRICE PROPOSAL ASSUMPTIONS/LIMITATIONS

Note that the prices above assume DLZ will perform all self-evaluations and prepare the Transition Plan. If the City opts to assign different items to different consultants, our cost for the ADA Transition Plan item would need to be modified to reflect additional work on DLZ's part to obtain, review, and get clarification on data provided by others. The amount of this variance in the fee is dependent on several factors that can be discussed with the City if necessary.

Facilities and other features which are specifically excluded from the above items, but which can be added during contract negotiations, include:

- Compliance review of employee work areas and other areas within facilities that are specifically excluded from accessibility requirements, other than signage in some cases, such as mechanical and electrical rooms, janitor closets, storage rooms, pump stations lift stations, utility sheds, etc.
- Facility parking lots are not included, as the City has collected this data. It is assumed that the City will provide DLZ with their data and analysis of compliance for inclusion in the Transition Plan for all facilities since the connection to the parking lot and accessible routes is the first accessibility need for users after parking. If DLZ determines during site visits that additional information is needed to supplement the City's data, we will determine the extent of the additional work. If the additional work includes only minor documentation of compliance issues not requiring dimensional or slope measurements, DLZ will collect that information at no additional charge. If measurements are required due to either being missed by the City or DLZ finding additional parking facilities on the site that were not documented, the additional cost would be variable, typically between \$400-800 per site.

- Curb ramps within the public ROW, including the review and compilation of data collected by the City for inclusion in DLZ’s Transition Plan. We would need additional information about the number of curb ramps in the inventory to provide an estimated cost to add curb ramps to this Transition Plan.
- Sidewalks and other pedestrian access routes (e.g., pedestrian overpasses similar to the one at Burns Jackson Park are not included) within or over the public ROW, other than those within the boundary of the 106 sites provided in Appendix A of the RFP
- Surface parking lots in the downtown area outside the public ROW owned by the City. If collection of data in these lots is needed, the costs typically run between \$400-900, depending on the number of parking spaces.
- City Department of Aviation, excluding all offices and airport facilities and programs of this department
- Greater Dayton Regional Transit Authority facilities and programs
- Five Rivers Metroparks facilities and programs, including paved trails
- University of Dayton facilities and programs
- Montgomery County facilities or programs, other than those which house City programs and are specifically included in Addendum #1 Appendix A
- Dayton Public Schools facilities or programs, other than those which house City programs and are specifically included in Addendum #1 Appendix A
- At-grade railroad crossings in the public ROW, except for those that lie entirely within the boundary of an Addendum #1 Appendix A facility (e.g., Public Health Dayton & Montgomery County, **see photo**) and have pedestrian access routes on both sides
- Several facilities that may need to be included in the facility and park list that need confirmation of their exclusion or limitation to only sidewalk data being collected:
 - Municipal Court (DLZ estimates that this could be added for \$9,700.00 to evaluate the 7 courtrooms/hearing rooms, public spaces, and City employee common use areas)
 - Several small parks, some of which have no facilities but may have sidewalk frontage. DLZ can add up to 5 small parks with only sidewalk frontage at no additional cost. Adding more or parks with recreation facilities would typically add \$300-600 to the cost per park, depending on the types and number of facilities present (internal sidewalks, playgrounds, ball courts, ball fields, etc.).
 - Others identified during performance of project duties



At-grade railroad entirely within facility boundary and has sidewalks on both sides



STEPHEN G. METZER, AICP, PWS

PROJECT MANAGER/LEAD ADA SPECIALIST

Mr. Metzger has managed or been involved in nearly every ADA project at DLZ, which includes evaluations of many parks, sidewalks, curb ramps, and buildings and parking lots. Mr. Metzger is DLZ's lead ADA Specialist and trains our staff as well as clients on the various ADA requirements and design standards. He has extensive knowledge of the 2010 ADA Standards for Accessible Design and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (ROW). He has attended a number of training courses and dozens of webinars provided by the ADA National Network. He has presented at numerous conferences and seminars on ADA topics and been involved on dozens of ADA Transition Plan projects.

EDUCATION

B.S. Biology, Central Michigan University, 1986

CONTINUING EDUCATION

Post-Graduate Coursework:
Central Michigan University,
1987-89

National ADA Symposium

- Dallas, TX, 2019
- Pittsburgh, PA, 2018
- Chicago, IL, 2017
- San Antonio, TX, 2013
- Indianapolis, IN, 2012

Proposed Guidelines for
Pedestrian Facilities in the
Public Right-of-Way

Special Session - "Notice of
Proposed Rulemaking on
Accessibility Guidelines for
Public Rights of Way"

DOJ's 2010 Americans with
Disabilities Act (ADA)
Accessibility Standards, ADA
National Network and the
U.S. Access Board, 2010

Accessibility in the Public ROW,
MDOT Transportation
Bonanza 2, 2010

ADA National Network ADA
Audio Conference Series,
2010-present

CERTIFICATIONS

American Institute of Certified
Planners, 2001, #172270

REPRESENTATIVE PROJECT EXPERIENCE

• ADA Self-Evaluation and Transition Plans (partial list):

- City of Marietta, Ohio
- City of Piqua, Ohio
- City of Maryville, Tennessee
- City of Gatlinburg, Tennessee
- City of Oak Ridge, Tennessee
- City of Sevierville, Tennessee
- City of Alcoa, Tennessee
- Blount County, Tennessee
- Maryville, Alcoa, Blount County
Parks & Recreation Commission
- City of Mishawaka, Indiana
- City of Huntington, Indiana
- City of Rushville, Indiana
- City of Greenfield, Indiana
- Town of LaGrange, Indiana
- Johnson County, Indiana
- Town of Avon, Indiana
- Tipton County, Indiana
- Putnam County, Indiana
- Town of Markle, Indiana
- Town of Topeka, Indiana
- Huntington County, Indiana
- Vigo County, Indiana
- Town of Hometown, Indiana
- Bartholomew County, Indiana
- Scott County, Indiana
- Town of Shipshewana, Indiana
- Putnam County, Indiana
- City of Greensburg, Indiana
- Town of Fremont, Indiana
- City of Port Huron, Michigan
- Clinton County, Indiana
- Brown County, Indiana
- Town of LaGrange, Indiana
- Harrison County, Indiana

• **Perrysburg Municipal Complex ADA Compliance Review**, Perrysburg, Ohio.

• **Indianapolis International Airport ADA Compliance Review**, Indianapolis, Indiana.

• **Indianapolis Zoological Society ADA Accessibility Review**, Indianapolis, Indiana.

• **Detroit Metropolitan Airport Support Facilities ADA Compliance Review**, Romulus, Michigan.

• **Detroit Metro Airport McNamara Terminal ADA Compliance Review**, Romulus, Michigan.



SARA A. HICKS, PLA, LEED AP

ADA SPECIALIST

Ms. Hicks has developed a specialty in designing for accessibility on both site/civil projects and public right-of-way (ROW) projects. She has been instrumental in the completion of dozens of Self Evaluation and Transition Plans (SETP) for local governmental agencies. She is very knowledgeable on ADA requirements for park facilities and facilities within the public ROW. She has furthered her knowledge through continuing education and attending presentations and conferences, including the National ADA Symposium and INDOT's *Designing Pedestrian Facilities for Accessibility*.

EDUCATION

B. S. Landscape Architecture,
Purdue University, 2003

REGISTRATIONS

Professional Landscape
Architect:

Illinois, 2009, #157.001345
Indiana, 2010, #LA21000063
Ohio, 2011, #LA1101258
Michigan, 2012, #3901001556

AFFILIATIONS

American Society of Landscape
Architects
Indiana Chapter of ASLA
Indiana Chapter of the U.S.
Green Building Council

CERTIFICATION

Certified Professional in
Erosion and Sediment
Control-IT, 2013, #7485-IT
Council of Landscape
Architectural
Registration Boards (CLARB),
2010, #19183
LEED Accredited Professional

TRAINING

National ADA Symposium,
2012 and 2017
INDOT Designing Pedestrian
Facilities for Accessibility,
2012
Notice of Proposed
Rulemaking on Accessibility
Guidelines for Public Rights
of Way, 2011

REPRESENTATIVE PROJECT EXPERIENCE

• ADA Self-Evaluation and Transition Plans (partial list):

- Vigo County, Indiana
- City of Maryville, Tennessee
- City of Gatlinburg, Tennessee
- City of Oak Ridge, Tennessee
- City of Sevierville, Tennessee
- City of Alcoa, Tennessee
- Blount County, Tennessee
- Maryville, Alcoa, Blount County
Parks & Recreation Commission
- City of Mishawaka, Indiana
- City of Huntington, Indiana
- City of Rushville, Indiana
- City of Greenfield, Indiana
- Town of LaGrange, Indiana
- Johnson County, Indiana
- Town of Avon, Indiana
- Huntington County, Indiana
- Putnam County, Indiana
- Town of Markle, Indiana
- Town of Topeka, Indiana
- City of Gatlinburg, Tennessee
- Town of Hometown, Indiana
- Bartholomew County, Indiana
- Scott County, Indiana
- Town of Shipshewana, Indiana
- Putnam County, Indiana
- City of Greensburg, Indiana
- Town of Fremont, Indiana
- City of Port Huron, Michigan
- Clinton County, Indiana
- Brown County, Indiana
- Town of LaGrange, Indiana
- Harrison County, Indiana
- Tipton County, Indiana

- **Indianapolis Zoological Society ADA Accessibility Review**, Indianapolis, Indiana.
- **Montgomery County Accessibility Reviews**, Crawfordsville, Indiana.
- **Montgomery County Courthouse Access Ramp**, Crawfordsville, Indiana.
- **City of Elkhart Downtown Accessible Parking Evaluation**, Elkhart, Indiana.
- **Indianapolis Parks Accessibility Reviews**, Indianapolis, Indiana.
- **City of Terre Haute As-Needed Accessibility Reviews**, Terre Haute, Indiana.

WILEY S. ROBERTS II

ASSOCIATE ARCHITECT



Mr. Roberts has 2 years of experience in the architectural field on several projects utilizing his technical skills in design and architectural planning. Throughout his years of education, he has contributed to many projects gaining architectural experience and knowledge of renovations and code analysis. He has also conducted numerous facility condition assessments and ADA accessibility reports, with a focus on ADA compliance.

PROJECT EXPERIENCE

EDUCATION

Master of Architecture, School of the Art Institute of Chicago, 2017

Bachelor of Science, Architecture, Bowling Green State University, 2013

AFFILIATIONS

Associate Member, American Institute for Architects, 2013

SPECIAL TRAINING

OSHA 10 Hour Construction Safety Training, 2018

**work experience for another employer*

- **City of Pigeon Forge, Tennessee, ADA Facility Assessment and Transition Plan, Piqua, OH.** ADA Specialist. Architectural/ADA Assessment. Provided accessibility survey for several public buildings and parks within the city.
- **City of Piqua, Ohio, ADA Facility Assessment and Transition Plan, Piqua, OH.** ADA Specialist. Architectural/ADA Assessment. Provided accessibility survey for several public buildings within the city.
- **City of Sevierville, Tennessee, ADA Facility Assessment and Transition Plan, Sevierville, TN.** ADA Specialist. Architectural/ADA Assessment. Provided accessibility survey for seven public buildings within the city.
- **City of Oak Ridge, Tennessee, ADA Facility Assessment and Transition Plan, Oak Ridge, TN.** ADA Specialist. Architectural/ADA Assessment. Provided accessibility survey for multiple public buildings within the city.
- **Eaton County Courthouse, ADA Facility Assessment and Transition Plan, Charlotte, Michigan.** ADA Specialist. Architectural/ADA Assessment. Provided accessibility survey of the courthouse facility and prepared a report of findings and recommendations to meet ADA standards.
- **USPS Willard MPO ADA Ramp, Willard, Ohio.** Architectural Designer. Provided Construction Documents for the replacement of the entry ramp to meet ADA requirements. Performed Construction Administration assistance and frequent site visits.
- **Detroit Fire Department, Detroit, Michigan.** Architectural Design Team. Converted a former high school into a fire training facility which involved the development of construction documents, a 3-D model of interior adjustments, and material selection. The renovation included a new locker room, upgrades to lobby administration area, office area, and update of restrooms to ADA compliance.*
- **Detroit Public Schools, Detroit, Michigan.** Architectural Design Team. Renovation updates were provided for Davis Aerospace Technical High School that involved site visits for field measurements, performance of code analyses and the redesign of a parking lot. Scope of work includes upgrades of classrooms, offices and upgrading restrooms to be ADA compliant.*



DAVID B. EVANS, AIA
ADA SPECIALIST

Mr. Evans has three years of experience in the architectural field that includes design and coordinating structural, mechanical, and electrical analyses. Mr. Evans is familiar with both the Federal and state of California ADA accessibility codes and has performed accessibility reviews and designs for a number of facilities.

PROJECT EXPERIENCE

EDUCATION

Masters of Architecture, Yale University, 2014

Bachelors of Science in Architecture, Ohio State University, 2011

REGISTRATIONS

Registered Architect:
Colorado, 2017,
#ARC.00404879

SPECIAL AWARDS

The Seton Elm and Ivy Award,
2014

Italy Study Abroad, 2010

Architecture Research Travel
Award, Bangalore, India, 2010

** Work with Previous Employer*

- **City of Maryville ADA Self-Evaluation & Transition Plan, Maryville, Tennessee.** ADA Specialist. Responsible for review of ADA compliance at client facilities, including all public and employee common-use spaces.
- **City of Alcoa ADA Self-Evaluation & Transition Plan, Alcoa, Tennessee.** ADA Specialist. Responsible for review of ADA compliance at client facilities, including all public and employee common-use spaces.
- **City of Sevierville ADA Self-Evaluation & Transition Plan, Sevierville, Tennessee.** ADA Specialist. Responsible for review of ADA compliance at client facilities, including all public and employee common-use spaces.
- **Blount County ADA Self-Evaluation & Transition Plan, Maryville, Tennessee.** ADA Specialist. Responsible for review of ADA compliance at client facilities, including all public and employee common-use spaces.
- **Wayne County Facilities Assessment, Wayne County, Michigan.** Review of Wayne County judicial and detention facilities for ADA compliance.
- **Lansing Community College Gannon Building Conference Center, Lansing, Michigan.**
- **Lansing Community College Gannon Building Locker Room Improvements, Lansing, Michigan.**
- **Kent County Juvenile Detention Center, Grand Rapids, Michigan.**
- **Wayne County Airport Authority Accessible Pathway, Romulus, Michigan.**
- **Thunder Bay Transportation Authority New Transportation Center, Alpena, Michigan.**



ROBERT M. SHERMAN, RLA

ADA SPECIALIST

Mr. Sherman has more than 21 years of landscape architectural and planning experience and has developed a specialty in designing for accessibility on site design/civil engineering projects. He has been instrumental in the completion of numerous Self Evaluation and Transition Plans (SETP) for DLZ's clients and is regularly consulted by DLZ staff on ADA issues for a variety of projects. He has furthered his knowledge by attending continuing education, such as the National ADA Symposium, and used this training and knowledge to develop sensible solutions for non-compliant situations on a number of his projects.

EDUCATION

B.L.A. Landscape Architecture,
Michigan State University,
1994

REGISTRATIONS

Registered Landscape Architect
– Michigan, 2002,
#3901001337

CERTIFICATIONS

Council of Landscape
Architectural Registration
Boards (CLARB), Council
Record # 40449, 2012

MCA Concrete Technician,
Level 1, 1997

Troxler Certified, 1995

MDOT Office Technology
Course, 1995

MDEQ Stormwater Technician,
1995

PROJECT EXPERIENCE

- **ADA Self-Evaluation Study and Transition Plan**, Port Huron, Michigan.
- **City of Kalamazoo Metro Transit, ADA Bus Stop Compliance Study**, Kalamazoo, Michigan.
- **City of Greensburg ADA Self-Evaluation and Transition Plan**, Greensburg, Indiana.
- **ADA Self-Evaluation Study and Transition Plan**, Huntington, Indiana.
- **ADA Self-Evaluation Study and Transition Plan**, Mishawaka, Indiana.
- **Town of Avon ADA Self-Evaluation and Transition Plan**, Avon, Indiana.
- **Capital Area Transportation Authority East Lansing Transportation Gateway**, East Lansing, Michigan.
- **Capital Area Transportation Authority Frandor Mall Bus Stop Accessibility Improvements**, Lansing, Michigan.
- **Hill Educational Center, Lansing School District**, Lansing, Michigan.
- **Wayne County Facilities Assessment**, Wayne County, Michigan.
- **Engineering Building Parking Modifications, Michigan State University**, East Lansing, Michigan.
- **Energy and Automotive Research Facility, Michigan State University**, East Lansing, Michigan.
- **Fox Park Improvement Project and Fox Memorial Park MDNR Grant Application, Eaton County Parks**, Potterville, Michigan.



STEVEN A. NOCERA, P.E.

CIVIL ENGINEER III

Mr. Nocera has a wide range of civil engineering experience, which is reflected in both his educational background and professional expertise. Utilizing his environmental and civil engineering knowledge and applying concepts of efficiency, impact awareness, and commitment to detail, Mr. Nocera is an effective project engineer. He has experience with the submittal of civil engineering construction documents with a variety of standards to obtain all permits necessary for construction, including ADA standards, and has worked on several projects in the City of Dayton.

EDUCATION

B.S., Environmental Engineering, The Ohio State University, 2013

B.S.C.E., Civil Engineering, The Ohio State University, 2008

REGISTRATIONS

Professional Engineer 81806, Ohio, 2016

Engineer Intern, Ohio, 2008

PACP, MACP, LACP Certified

PROJECT EXPERIENCE

AMERICANS WITH DISABILITIES ACT (ADA) DESIGN AND EVALUATION

- **Huntington Bank Path of Travel Program – 2017 and 2019, Ohio and Michigan.** Program Manager. The Huntington Bank ADA path of travel program is intended to bring existing exterior sites of the banks, from a compliant parking area to the public entry door, up to ADA compliance standards. DLZ project responsibilities consisted of surveying the site, evaluating noncompliance, designing a compliant layout within Civil 3D, post-construction inspection of the sites, and a certification report with compliance photographs for 128 Huntington Bank sites across Ohio and Michigan. A wide variety of site obstacles required brainstorming on how to best meet the ADA requirements of each individual site while also improving the aesthetics of the sites and minimizing upgrade costs. Each site has multiple stakeholders whose options had to be considered in the production of an efficient and effectively unique solution. These projects also consisted of strict deadlines and communicating to train others on how to interpret and implement ADA standards.
- **Various Small Projects 2017-2019, Ohio.** Program Manager. Worked with numerous local contractors and municipalities on bringing exterior sites and public rights-of-way up to PROWAG and Federal 2010 ADA standards. These tasks were often part of larger non-ADA focused projects. DLZ responsibilities often included site evaluations, production of plans of action for compliance, meetings to discuss noncompliance, and verification of local regulations. Within the rights-of-way, sidewalk and curb ramp designs were common.
- **Valleyview Drive Area Water Line Improvements, Columbus, Ohio.** Project Manager. Responsible for the design of the replacement of the existing water lines along ten separate locations near Valleyview Drive. This City of Columbus water main impacted many ADA curb ramps that required designs and upgrades. The unique area has a large verity of customer and residential considerations that provide a design challenge and require advanced coordination.



City of Dayton, Ohio
Department of Public Works
Professional Services for an ADA Transition Plan
RFP No. 19012PWCE
July, 2019

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: DLZ Ohio, Inc.

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 19012PWCE. Do not use the City of Dayton as a reference.

Company Name: City of Piqua, OH
Address: 201 W. Water St., Piqua, Ohio 45356
Contact Person: Amy Havenar, P.E., City Engineer
Telephone Number: 937.778.2044 Fax Number: 937.778.5165
Email Address: ahavenar@piquaoh.org

Company Name: City of Maryville, TN
Address: 406 W. Broadway Ave, Maryville, Tennessee 37801
Contact Person: Leland Blackwood
Telephone Number: 865.273.3100 Fax Number: 865.681.5562
Email Address: lblackwood@maryville-tn.gov

Company Name: City of Huntington, IN
Address: 300 Cherry St., Huntington, Indiana 46750
Contact Person: Anthony Goodnight, Director of Public Works & Engineering Services
Telephone Number: 260.356.1400 x 245 Fax Number: 260.356.0344
Email Address: anthony.goodnight@huntington.in.us



City of Dayton, Ohio
 Department of Public Works
 Professional Services for an ADA Transition Plan
 RFP No. 19012PWCE
 July, 2019

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM
 By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

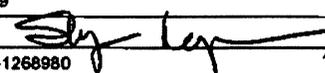
City of Dayton Ref. No.: 19012PWCE
 Bidding Company: DLZ Ohio, Inc.
 Address: 6121 Huntley Road
 Columbus, Ohio 43229
 Signature/Title:  VICE PRESIDENT
 Federal I.D.#: 31-1268980
 Phone No.: 614.888.0040
 Fax No.: 614.436.0161



EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.

Type of Tax Filing: (check all that apply)

- 1. [X] Employee Withholding FEIN # 31-1268981
2. [X] Corporate Earnings FEIN # 31-1268980
3. [] Individual Ownership Earnings SSN #
4. [] Partnership Earnings FEIN #

Company Name DLZ Ohio, Inc. Phone # 614.888.0040

Mailing Address 6121 Huntley Road City Columbus St Ohio Zip 43228

Local Business Address none City St Zip

Check the jurisdictions that we administer that you operate in

- [] Dayton City Limits [] Dayton Wright Brothers Airport [] Dayton International Airport [X] NONE

Date Business Started in Our Taxing Jurisdiction unknown

Your Accounting Period? Calendar Year [X] or Fiscal Year ending on

Withholding Information *Quarterly Withholding cannot exceed \$600.00

Do you have employees? Yes [X] or No [] Date First Employee Started Working in Our Jurisdiction unknown

Do you submit withholdings QUARTERLY* or MONTHLY? Quarterly

Is this a courtesy withholding for your employees who are residents of the above cities only? Yes [] or No [X]

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes [] No [X]

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes [] No [X]

Do you use Subcontractors? Yes [X] No [] If so list Names, Addresses, and FEIN or Social Security Numbers below. Stone Environmental Engineering & Science, Inc.; 2710E Linden Avenue, Dayton, OH 45410; FEIN 31-1262683

If you have filed returns with our office before, show Name and Tax ID #s used and for what tax years you filed.

DLZ Ohio 31-1268980 Net Profit
DLZ Corporation 31-1268981 Withholding

Full name of Owner of Company Vikram Rajadhyaksha

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why
As of right now there are no employees in Dayton

Signature [Signature] Title CFO/VP Date 7/30/19

Thank you for your cooperation in this request For more tax information is available at www.daytonohio.gov
Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c



EXHIBIT E – PARTICIPATION/WAIVER REQUEST FORM

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

Project Name & RFP #: PROFESSIONAL SERVICES FOR AN ADA TRANSITION PLAN CITY OF DAYTON RFP NO. 19012PWCE

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

Firm Name, Tax I.D. Number and Mailing Address	Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract		
Certified Business Firm Name: <u>Stone Environmental Engineering & Science, Inc.</u> Tax I.D. Number: <u>31-1262683</u> Street Address: <u>2710E Linden Avenue</u> City/State/ Zip Code: <u>Dayton, OH 45410</u> Phone (area code/#): <u>614.865.1874</u> E-mail: <u>marysharrett@stoneenvironmental.com</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Services, Civil Engineering	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$388,230.10</u>		Total \$ to subcontract <u>\$19,411.51</u>		Total % subcontract: <u>5%</u>		
PRIME CONTRACTOR'S REPRESENTATIVE				Street Address <u>6121 Huntley Road</u>		
Print Name: <u>Shyam Rajadhyaksha, Vice President</u>				City/State/Zip <u>Columbus, Ohio 43229</u>		
Sign Name: <u><i>Shyam</i></u>						



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

I, Shyam Rajadhyaksha, Vice President of DLZ Ohio, Inc., being first duly cautioned and sworn, do hereby depose and state as follows:

1. I am Vice President of DLZ Ohio, Inc.
2. In my capacity as Vice President, I have the authority to sign documents and contracts on behalf of DLZ Ohio, Inc.
3. Neither DLZ Ohio, Inc., nor its agents, nor any party for it, has paid or agreed to pay, directly or indirectly, any person, firm, Consultant, or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and DLZ Ohio, Inc., and its agents and parties for DLZ Ohio, Inc. further agree that no such money or reward will be hereafter paid.

FURTHER AFFIANT SAYETH NAUGHT.

Shyam Rajadhyaksha
Shyam Rajadhyaksha, Vice President

Sworn to before me and signed in my presence this 30 day of July 2019.



DEBRA M. BECK
Notary Public, State of Ohio
Commission Expires 05-13-2023

Debra M Beck
Notary Public
My commission expires: 05-13-2023



September 19, 2019

Mr. Shyam Rajadhyaksha, Vice President
DLZ Ohio, Inc.
6121 Huntley Road
Columbus, Ohio 43229

**RE: Notice of Intent to Award – Professional Services for an ADA Transition Plan
(RFP No. 19012PWCE)**

Dear Mr. Rajadhyaksha:

Notice is hereby given by the City of Dayton "City" of its intent to negotiate and award a contract with DLZ Ohio, Inc. "Contractor". Per City Spec. 103.32 – Notice of Intent to Award, if all of the conditions precedent for the execution of the contract form are completed correctly and in the time specified, Contractor will be awarded the contract for the Professional Services for an ADA Transition Plan.

A contract will be for an amount of \$425,000.00 and will be good through December 31, 2021. This amount includes the base bid of \$395,230.10 and a contingency allowance of \$29,769.90 for unforeseen conditions and/or to include additional facilities or programs not included in the RFP. A formal contract, with the terms and conditions as outlined in the RFP document and negotiated afterward based on an exception noted, will be executed and a copy will be provided to you. All services will be outlined and accounted for in the executed contract. On the second page of this letter, contractual language is presented showing the negotiated terms based upon the exceptions noted in the proposal. It is asked that this page be reviewed, signed, and returned acknowledging receipt and approval to these terms.

Your efforts to bring this project to a timely completion are greatly appreciated. Please contact Mr. Andrew Marks of this office at 937-333-3857 should you require any additional information or assistance.

Thank you,

Melissa A. Wilson, CPPB
Purchasing Agent

MAW:atm

copy: Andrew Marks, Civil Engineering
Vincent Boddy, Department of Law

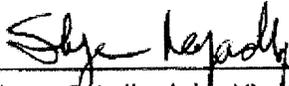
Mr. Shyam Rajadhyaksha
September 10, 2019
Page 2

This page shall note negotiated terms and conditions based upon the exceptions noted by the Contractor in the proposal.

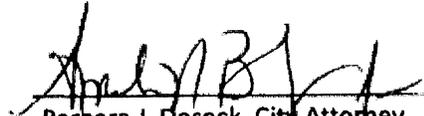
Section 3 – Requirements and Conditions for all Proposers

3.07 Standard Agreement Terms for Professional Services, Article 6. Indemnification

Consultant shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the proportionate extent that such claims, losses, damages, or expenses are caused by or arise out of the negligent performance or non-performance of this Agreement and/or the negligent acts, omissions, or conduct of Consultant and its agents, employees, contractors, sub-contractors, and representatives in undertaking and performing the Services. This Article shall survive early termination or expiration of this Agreement.



Shyam Rajadhyaksha, Vice President
DLZ Ohio, Inc.



Barbara J. Doseck, City Attorney
City of Dayton



City Manager's Report

6.

From **9980 - DPMB/Management & Budget**

Date **January 8, 2020**

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

Total Amount **\$11,090.00**

Supplier, Vendor, Company, Individual

Name **The Ohio Municipal League**

Address **175 S. 3rd Street, Suite 510
Columbus, Ohio 43215**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-9980-1221-99	\$11,090.00

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

Description

Ohio Municipal League Membership Dues for 2020

The Ohio Municipal League (OML) was incorporated as an Ohio non-profit corporation in 1952 by city and village officials who saw the need for a statewide association to serve the interests of Ohio municipal government. Any city or village, by proper action of its legislative body and payment of the annual membership fee, may become a member. Membership dues are based on census population for the municipality. When an Ohio municipality becomes an active League member, all of the elected and key appointed officials are eligible to use the available services.

The OML represents the collective interest of Ohio cities and villages before the Ohio General Assembly and the state elected and administrative offices. OML staff testifies before legislative committees, coordinates testimony of municipal courts, prepares amendments, and meets and confers with legislators and their staff regularly.

It is recommended that the City of Dayton renew its membership through December 31, 2020 with The Ohio Municipal League to provide legislative representation and related services.

A Certificate of Funds in the amount of \$11,090.00 is attached.

Signatures/Approval

Approved by City Commission

Division

Daniel J. Phareson 1.03.20

Department

John D. Patton

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CF020-088

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

Contract Start Date	01/08/20
Expiration Date	12/31/20
Original Commission Approval	\$ 11,090.00
Initial Encumbrance	\$ 11,090.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 11,090.00 </u> Fund Code <u>10000</u> - <u>9980</u> - <u>1221</u> - <u>99</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code _____ - _____ - _____ - _____ - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code _____ - _____ - _____ - _____ - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX</u> - <u>XXXXX</u> - <u>XXXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Ohio Municipal League

Vendor Address: 175 S. 3rd Street, Suite 510 Columbus OH 43215
Street City State Zipcode + 4

Federal ID: 31-6402416

Commodity Code: 961-02

Purpose: membership dues for the period January 1 - December 31, 2020

Contact Person: Shonda Bryant DPMB/M&B 12/17/2019
Department/Division Date

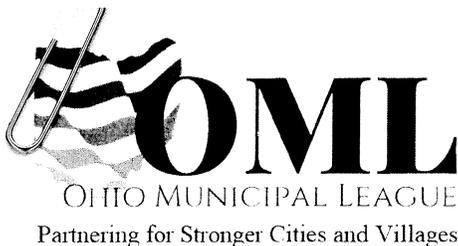
Originating Department Director's Signature: X Diane L. Phelan 12-19-19

SECTION II - to be completed by the Finance Department

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

 12/30/19
 Finance Director Signature Date

 12/20/19 CF020-088
 CF Prepared by Date CF/CT Number



2020 Membership Invoice

City of Dayton
Mayor and/or Finance Director
101 W. Third St
Dayton, Ohio 45401

*The Ohio Municipal League
175 S. 3rd Street, Suite 510
Columbus, Ohio 43215*

Phone: 614-221-4349

Email: Info@omloho.org

Municipality: City of Dayton

Dues Amount: \$ 11090

Membership Period

Includes Legal Advocacy Program (not optional)

January 1st ~ December 31st, 2020

- | | |
|---|---|
| <ul style="list-style-type: none"> • Legislative Representation:
 In Columbus, OH
 In Washington, D.C. • Field Representative • Legislative & Special Bulletins • GrantFinder License Discount • Cities & Villages Magazine Online Access • OML Legal Advocacy Program • Workers' Compensation Group Rating Pool | <ul style="list-style-type: none"> • Annual Conference of Municipal Officials • Seminar for New Officials • Mayor's Court Certification • Municipal Webinars • Regional Conferences • Inquiry Service • Online Classified Postings for Municipalities • Online Sample Ordinances • Website: www.omloho.org |
|---|---|

DO NOT combine dues payment with any other OML payment. Combined payments will be returned. Thank You

Tear on Perforated Line

2020 Ohio Municipal League
Membership Invoice

Municipality: City of Dayton

Dues Amount: \$ 11090

Membership Period

January 1st ~ December 31st, 2020

<u>OML Office Use Only</u>
10790
LAF 300

DO NOT combine dues payment with any other OML payment. Combined payments will be returned.

Thank You

4. Applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for street lights on Hunter Avenue.
5. Vectren shall retain an easement over, under, and through the Hunter Avenue for its existing gas main. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.
6. DP&L shall retain an easement over, under, and through the alley east of Hillrose Avenue for its existing electric facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.
7. The City of Dayton Department of Water shall retain an easement over, under and through the vacated area for its existing fire hydrants. With written consent form City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.
8. The Applicant shall designate and provide fire apparatus access road to the east side of the existing 814 Hillrose Avenue building, and existing fire department sprinkler connection (mid-block in accordance with Ohio Administrative Code Section 1301:7-7-05, Section (C) 503 Fire Apparatus Access Roads).

Mr. Lipson made a motion to accept the vacation with the conditions from the City Plan Board meeting on April 9, 2019. Mr. Steeber seconded and the vacation passed unanimously.

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

Respectfully submitted,



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

BOARD OF REVISION OF ASSESSMENTS

cc: Board Members
Assessment File
Joe Weinel – Ordinances



City Engineer, Public Works



Chief Counsel, Department of Law

APPROVED BY THE CITY COMMISSION



City Manager

1st and 2nd Reading
6469-20

8.

BY:..... NO:.....

A RESOLUTION

Objecting to the Issuance of Liquor Permit No. 22348155080, Dolgen Midwest LLC, DBA. Dollar General Store 20394, 3119 E. Third St. Dayton, OH 45403; and, Declaring an Emergency.

WHEREAS, Section 4303.26 of the Ohio Revised Code (“ORC”) authorizes the legislative authority of a municipal corporation to object to the issuance, transfer, or change of location of liquor permits issued under ORC Sections 4303.11 through 4303.184 within its boundaries and request a hearing thereon; and,

WHEREAS, This Commission caused an investigation to be made by Departments of the City of Dayton and received objections concerning this permit premises within the City of Dayton; and,

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. That this Commission objects to the issuance of Liquor Permit No. 22348155080, Dolgen Midwest LLC, DBA. Dollar General Store 20394, 3119 E. Third St. Dayton, OH 45403, for all the statutory reasons provided in ORC Section 4303.292, as well as for the reasons stated in the preamble, and that this Commission requests that the Division of Liquor Control also reject the application for good cause.

Section 2. That two (2) certified copies of this resolution, together with a request that a hearing be held in the City of Dayton, the county seat of the county in which said permit premises are located, be sent to the Superintendent of the Ohio Division of Liquor Control no later than January 11, 2020.

Section 3. That the Law Director of the City of Dayton, or the Law Director’s designee, is authorized and directed to appear on behalf of this Commission before the Ohio Division of Liquor Control, at such time and place as a hearing is scheduled with respect to the objection to the transfer of said permit, and to state this Commission's reasons for objecting to the transfer of the said permit and submit evidence in support thereof.

Section 4. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

ADOPTED BY THE COMMISSION....., 2020

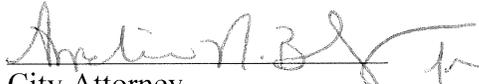
SIGNED BY THE MAYOR....., 2020

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

STATEMENT OF THE CHIEF LEGAL OFFICER

The undersigned, Barbara J. Doseck, City Attorney of the City of Dayton, Ohio, hereby states that she has reviewed the reports of the Department of Police and the Department of Planning regarding the advisability of the issuances of Liquor Permit No. 22348155080, Dolgen Midwest LLC, DBA. Dollar General Store 20394, 3119 E. Third St. Dayton, OH 45403, and that the facts alleged in such reports, if true, constitute, in her opinion, substantial legal grounds, within the meaning and intent of division (A) Section 4303.292 of the Revised Code of Ohio, for denying the renewal of said permit.



Barbara J. Doseck
City Attorney

MEMORANDUM



December 11, 2019

TO: Shelley Dickstein
City Manager

FROM: Barbara J. Doseck *ABJ/m*
City Attorney

**SUBJECT: Liquor License Application No. 22348155080 (NEW)
Dolgen Midwest LLC
3119 Third St.
Dayton, Ohio 45403**

This office has been asked to review the attached information and prepare, if necessary, legislation objecting to the above-referenced application. The Division of Liquor Control required a response from the City Commission Office by December 6, 2019. However, the City Commission Office requested and received an extension to consider this application. As a result, a new deadline of January 11, 2020, was set by the Division of Liquor Control. Therefore, a resolution objecting to the permit issuances and requesting a hearing must be read and voted no later than the January 8, 2020, Commission Meeting.

The Police Department did not object to the issuance of this permit. However, the Planning Department received input from community members concerning the issuance of a permit at this location. These correspondences expressed that this issuance would cause substantial interference with public decency, sobriety, peace, and/or good order of the neighborhood. Further, the City received a recommendation for denial of this permit from the NELUC board.

As a result, this Department recommends an objection to the issuance of this permit. Should you have any questions or concerns, please do not hesitate to contact me or Assistant City Attorney Martin Gehres.

BJD/mwg

Attachment

cc: Chief Biehl
Asst. Chief Carper
Martin Gehres



MEMORANDUM

December 3, 2019

TO: Barbara Doseck, Law Director
Department of Law

FROM: Rashella Lavender
Clerk of Commission

SUBJECT: Liquor Application

**DOLGEN MIDWEST LLC
DBA DOLLAR GENERAL STORE 20394
3119 THIRD ST.
DAYTON, OHIO 45403**

Liquor License Application No. 22348155080 (NEW)

Please review the attached information and based upon your analysis, prepare the necessary legislation, if you so desire on this new liquor application. **Please note there is no Objection from the Dayton Police Department.**

If the Law Department determines that an objection should be cited, then the legislation should be prepared for the December 4, 2019, City Commission Meeting and postmarked back to Ohio Department Liquor Control by December 6, 2019.

If you have any questions, please contact me. Thank you for your consideration in this matter.

RL/amj

Attachments

cc: Regina Blackshear, City Commission, City Manager's Office



19-285711/260

City of Dayton Liquor Permit Investigation

Renewal:	Transfer:	Application: New
Permit DBA: Dollar General Store 20394		Permit: 22348155080
Permit Address: 3119 E. Third St.		Permit Type: C1 C2
City, State, Zip: Dayton, Ohio 45403		Permit Phone:
Applicant Name: Steven Ray Deckard		Home Phone:
Applicant Address: 3119 E. Third St. Dayton, Ohio 45403		
Company Name: Dolgen Midwest LLC.		
Date Received by Commission Clerk:		Due Date: November 26, 2019
Date Received by Police Department:		Due Date: November 26, 2019

Investigation Area

PRIORITY BOARD	POLICE DISTRICT
-----------------------	------------------------

Person Contacted: PLN (Planning Department)	Person Contacted: Lt. C. William Keller
Date Contacted: November 13, 2019	Date Contacted: November 13, 2019
Date of Response:	Date of Response: November 15, 2019
Objection: Information being sent	Objection: No

Police Reports Attached: No

Zoning Information Attached: No

Investigator Narcotics Bureau: Clifford W. Ullery *[Signature]* Date: 11/27/19

Sergeant Narcotics Bureau: Sergeant Jon M. Zimmerman *[Signature]* Date: 11/22/2019

Commander Narcotics Bureau: Lieutenant Mark A. Ponchert *[Signature]* Date: 11-22-19

Superintendent IAS: Major Brian D. Johns *[Signature]* Date: 11/25/19

Assistant Chief of Police: Lieutenant Colonel Matthew M. Carper *[Signature]* Date: 11/26/19

Recommendation of Assistant Chief of Police: Objection: Yes: _____ No:

Date Commission Clerk Received: 12/3/19

Law Department Review:

City Manager's Approval:

Business Name and Address: Dolgen Midwest LLC.
3119 E. Third St.
Dayton, Oh. 45403

Doing Business As: Dollar General Store 20394

Permit Number: 22348155080

Class and Type of Permit: C1 C2

ORC 4303.11 Beer only in original sealed container for carry out only

ORC 4303.12 Wine and mixed beverages in sealed containers for carry out

Location/Demographics: This establishment is located within a mixture of business and residential.

Officers and /or Managing Members: Jason Reiser Secretary
Steven Ray Deckard CEO
DG Strategic I LLC. Managing member

Other Liquor Permits: N/A

Liquor Permit Violations and/or Criminal History: There are no liquor violations. Due to the fact this application is from a corporate office I have no criminal history information.

Commander and Division: Lt. C. William Keller of the East Patrol Operations Division has no objection.



MEMORANDUM

Clp 71451

November 12, 2019

TO: Richard Biehl, Chief of Police

FROM: Rashella Lavender *R. Lavender*
Clerk of Commission

Subject: Liquor License Application No. 22348155080 (NEW)

**DOLGEN MIDWEST LLC
DBA DOLLAR GENERAL STORE 20394
3119 THIRD ST
DAYTON, OHIO 45403**

Under Section 4303.26 Revised Code of Ohio, the Director of Liquor Control must notify the legislative body of a Municipal Corporation of a pending application for issuance or transfer of a Class C or D Permit and provide such Municipal Corporation the opportunity for a hearing upon the advisability of the issuance or transfer of such permit.

The attached application is now before the City for review and comments. Your prompt investigation will provide the Law Department, the City Manager and the City Commission with information necessary for a formal response.

Your report must be in the City Commission Office **no later than**
November 26, 2019.

RL/amj

Attachment

cc: Priority Boards
Alan Carr
Carl Daughtery
Barbara Doseck
Paula Powers

POLICE NOTIFICATION

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD
P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005

TO

22348155080 <small>PERMIT NUMBER</small>		NEW <small>TYPE</small>	DOLGEN MIDWEST LLC DBA DOLLAR GENERAL STORE 20394 3119 THIRD ST DAYTON OH 45403	
ISSUE DATE 11 01 2019				
FILING DATE				
C1 <small>PERMIT CLASSES</small>				
57 <small>TAX DISTRICT</small>	044 <small>TAX DISTRICT</small>	A <small>TAX DISTRICT</small>	C54473 <small>RECEIPT NO.</small>	

FROM 11/05/2019

<small>PERMIT NUMBER</small>		<small>TYPE</small>		
<small>ISSUE DATE</small>				
<small>FILING DATE</small>				
<small>PERMIT CLASSES</small>				
<small>TAX DISTRICT</small>	<small>TAX DISTRICT</small>	<small>TAX DISTRICT</small>	<small>RECEIPT NO.</small>	



This notice is sent to you in compliance with Section 4303.26 of the Ohio Revised Code and will serve as official notification of the filing of a permit application.

Depending on the applicant's business entity, enclosed please find a copy of the pending applicant's ownership disclosure form 4029 (Non Profit Entity Disclosure), Form 4030 (Stockholder Disclosure), Form 4031 (Partnership Disclosure), or Form 4032 (Limited Liability Company Disclosure) which lists those individuals who will have an interest in the above captioned permit.

In some instances, the Division will require a background check to be completed by your agency. If enclosed, please complete the Personal History Police Check(s), and return it/them in the enclosed postage paid envelope. If needed, we will submit the forms once received from the applicant at a later date for completion.

The chief police officer of each political subdivision may appear and testify in person or through a representative at any hearing held on the advisability of the issuance or transfer of a permit. However, Section 4303.26 O.R.C. DOES NOT give the police officer the right to request a hearing. If a hearing is desired, the chief police officer should contact the legislative authority (City or Village Council, or Board of County Commissioners, or Board of Township Trustees) and have that entity request a hearing.

The police department may submit any information to the Division relevant to the issuance or transfer of the permit, even if a formal hearing is not requested and conducted. This should be done by a separate letter with supporting documentation. The Division appreciates your statements and concerns regarding the pending application.

Licensing Section

DAYTON POLICE DEPT
RECORDS SECTION
ATTN CHIEF
335 W THIRD ST - RM 124
DAYTON OHIO 45402

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number	2234815
Permit Name / DBA	
Member / Officer Name	

[Search](#) [Reset](#) [Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 2234815; Name: DOLGEN MIDWEST LLC; DBA: ; Address: ATTN TAX DEPT BEER & WINE GOODLETTSVILLE 37072		
JASON REISER		SECRETARY
STEVEN RAY DECKARD		CEO
DG STRATEGIC I LLC	MANAGE MEM	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number	2234815
Permit Name / DBA	
Member / Officer Name	

Search**Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 2234815; Name: DOLGEN MIDWEST LLC; DBA: ; Address: ATTN TAX DEPT BEER & WINE GOODLETTSVILLE 37072		
JASON REISER		SECRETARY
STEVEN RAY DECKARD		CEO
DG STRATEGIC I LLC	MANAGE MEM	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Incident Detailed Report

Incident #: DA19111400000486

Summary

Location: 3119 E THIRD ST
 Loc Name:
 City: DAYTON
 Description:
 Building: Subdiv:
 Floor: Apt/Unit:
 Status: Closed Created: 19:42:12 11/14/2019
 Inc Type: DISSUB Agency Type: Police
 Mod Circ: Priority: 3
 Agency ID: DA Area: DAEAST
 Sector: EP2 Beat: D262
 Report #: DA1911140000069(DA/DA147B)
 Disposition: N (DA/DA146),R (DA/DA147B)

Dispatch

Unit(s): DA/DA147B (Officers: DA/TURULL D MICHAEL) (Primary), DA/DA146 (Officers: DA/JORDAN S CHRISTOPHER)

Comments

19:43:10 11/14/2019 SYSTEM SystemDevice
< UNIT: DA/DA146 SELF-DISPATCHED ONTO INCIDENT >
 19:42:51 11/14/2019 SYSTEM SystemDevice
< UNIT: DA/DA147B SELF-DISPATCHED ONTO INCIDENT >
 19:42:12 11/14/2019 RDC152 RDC9
 MALE CUSTOMER REF TO LEAVE AND ARGUING WITH STAFF. LSW BROWN JACKET, BLACK PANTS

Persons

Name: , INTERFACE SEC Role: INITIAL CALLER
 Address: Apt/Unit:
 City:
 Phone: (800) 820-4347 Contact?: Yes
 Gender: DOB:
 Race: Age:
 Height: Bldg:
 Hair: Weight:
 Eyes: License #:
 Misc:

Vehicles

Premise Hazard

Type	Title	Proximity	Address
EC	3001 E. Third St.	Inner	3001 E THIRD ST, DAYTON

Previous Incidents

Note: The number of previous incidents printed was limited to 1. There were additional previous incidents not printed. Incomplete Printout (PerNum: 1/24)

Associated Incidents

Attachments

History

Time/Date	Trans Type	User ID	Console ID
21:16:31 11/14/2019	ACK	RDC202	RDC14
Priority Ack'd		Priority Cmnt: 19:42:51 11/14/2019	
Priority Cmnt: 19:43:10 11/14/2019			
20:09:42 11/14/2019	UNIT MGMT	DA/D29573	DA/D116
Unit Location		Unit ID: DA/DA147B	
Location: NULL (3119 E THIRD ST)		City: NULL (DAYTON)	
Zip Code: NULL (45403)			
20:09:42 11/14/2019	FREE UNIT	DA/D29573	DA/D116
Unit Freed		Unit ID: DA/DA147B	
20:09:42 11/14/2019	INC UPDT	DA/D29573	DA/D116
Disposition		Dispo: R	
Unit ID: DA/DA147B			
20:09:42 11/14/2019	UNIT STAT	DA/D29573	DA/D116
Unit Status		Unit ID: DA/DA147B	
Status: C (OK)			
20:09:42 11/14/2019	INC STAT	DA/D29573	DA/D116
Incident Status		Status: Closed (Active)	
20:03:01 11/14/2019	ACK	RDC152	RDC9
Priority Ack'd		Priority Cmnt: 19:42:51 11/14/2019	
Priority Cmnt: 19:43:10 11/14/2019			
19:52:26 11/14/2019	UNIT STAT	RDC279	RDC3
Unit Status		Unit ID: DA/DA147B	
Status: OK (OS)			
19:52:26 11/14/2019	RPT NUM	DA/D29573	DA/D116
Report Number Assigned		Rprt Num:	
DA1911140000069(DA/DA147B)			
19:50:41 11/14/2019	UNIT MGMT	DA/D28720	DA/D117
Unit Location		Unit ID: DA/DA146	
Location: NULL (3119 E THIRD ST)		City: NULL (DAYTON)	
Zip Code: NULL (45403)			
19:50:41 11/14/2019	FREE UNIT	DA/D28720	DA/D117
Unit Freed		Unit ID: DA/DA146	
19:50:41 11/14/2019	INC UPDT	DA/D28720	DA/D117
Disposition		Dispo: N	
Unit ID: DA/DA146			
19:50:41 11/14/2019	UNIT STAT	DA/D28720	DA/D117
Unit Status		Unit ID: DA/DA146	
Status: C (OS)			
19:48:38 11/14/2019	TIMEOUT	System	System
Unit Timeout		Unit ID: DA/DA146	
19:48:20 11/14/2019	TIMEOUT	System	System
Unit Timeout		Unit ID: DA/DA147B	
19:46:38 11/14/2019	UNIT STAT	DA/D28720	DA/D117
Unit Status		Unit ID: DA/DA146	
Status: OS (EN)		Submitted: 19:46:37 11/14/2019	
19:46:20 11/14/2019	UNIT STAT	DA/D29573	DA/D116
Unit Status		Unit ID: DA/DA147B	
Status: OS (EN)		Submitted: 19:46:18 11/14/2019	
19:43:13 11/14/2019	ACK	RDC279	RDC3
Priority Ack'd		Priority Cmnt: 19:43:10 11/14/2019	
19:43:10 11/14/2019	CMNTS	System	System

Time/Date	Trans Type	User ID	Console ID
Comments			
< UNIT: DA/DA146 SELF-DISPACHED ONTO INCIDENT >			
19:43:10 11/14/2019	UNIT MGMT	DA/D28720	DA/D117
Unit Location		Unit ID: DA/DA146	
Location: 3119 E THIRD ST		City: DAYTON	
Zip Code: 45403			
19:43:10 11/14/2019	UNIT STAT	DA/D28720	DA/D117
Unit Status		Unit ID: DA/DA146	
Status: EN (C)			
19:43:10 11/14/2019	DPTCH	DA/D28720	DA/D117
Dispatch		Assigned Unit: DA/DA146 (Officers: DA/JORDAN S	
CHRISTOPHER)			
19:42:54 11/14/2019	ACK	RDC279	RDC3
Priority Ack'd		Priority Cmnt: 19:42:51 11/14/2019	
19:42:51 11/14/2019	CMNTS	System	System
Comments			
< UNIT: DA/DA147B SELF-DISPACHED ONTO INCIDENT >			
19:42:51 11/14/2019	UNIT MGMT	DA/D29573	DA/D116
Unit Location		Unit ID: DA/DA147B	
Location: 3119 E THIRD ST		City: DAYTON	
Zip Code: 45403			
19:42:51 11/14/2019	UNIT STAT	DA/D29573	DA/D116
Unit Status		Unit ID: DA/DA147B	
Status: EN (C)			
19:42:51 11/14/2019	INC STAT	DA/D29573	DA/D116
Incident Status		Status: Active (Pending)	
19:42:51 11/14/2019	PRIM UNIT	DA/D29573	DA/D116
Primary Unit		Primary: DA/DA147B	
19:42:51 11/14/2019	DPTCH	DA/D29573	DA/D116
Dispatch		Assigned Unit: DA/DA147B (Officers: DA/TURULL D	
MICHAEL)			
19:42:13 11/14/2019	QUERY	RDC152	RDC9
Query Request		Name: IMSubject	
Summary: DOB - ; FirstName - INTERFACE SEC; Gender - ; LastName - ; LicenseNumber - ; State - ;		Database: LEADS,DaytonMIS,P1Records,BOLO	
MiddleName -			
Auto: Yes			
19:42:12 11/14/2019	CMNTS	RDC152	RDC9
Comments			
MALE CUSTOMER REF TO LEAVE AND ARGUING WITH STAFF. LSW BROWN JACKET, BLACK PANTS			
19:42:12 11/14/2019	PER INFO	RDC152	RDC9
Person 1 Added		Role: INITIAL CALLER	
First: INTERFACE SEC		Phone: (800) 820-4347	
Contact: Yes		Is Property Seized: No	
19:42:12 11/14/2019	PREM/HAZ	RDC152	RDC9
Prem/Haz Check		Title: 3001 E. Third St.	
19:42:12 11/14/2019	INC CREATE	RDC152	RDC9
Jurisdiction		Area: DAEAST	
Sector: EP2		Beat: D262	
19:42:12 11/14/2019	INC CREATE	RDC152	RDC9
Incident Created		Started: 19:40:55 11/14/2019	
Details to Follow: None		Location: 3119 E THIRD ST	
Latitude: 39.766325		Longitude: -84.150806	
City: DAYTON		Cross Strs: N IRWIN ST / N HARBINE AVE	

Time/Date	Trans Type	User ID	Console ID
Source: PBX			Incid Type: DISSUB
Priority: 3			Zip Code: 45403
Validation Level: Premise Lvl			

Commerce Division of Liquor Control : Web Database Search

PERMIT HOLDER VIOLATIONS INFORMATION

This online service will allow you to obtain information on liquor permit violations within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display". The results will initially pull up general information (i.e., Permit Number, Name, City, etc.). **To view the violation list of that permit holder you must click on the ► button to the left of the permit number to expand the violation data history.**

You may sort the information in ascending or descending order, by clicking on any of the column headers.

To do another search, click the "Reset" button.

SEARCH CRITERIA	
Permit Number	22348155080
Permit Name / DBA	
City	
County	--Select County--

Search Reset Main Menu

View Details	Permit Number	Name	DBA	City	County
No records to display.					

VIOLATION CODES (first letter of Violation Code)

"L" = Violation issued/entered by Liquor Control

"O" = Violation issued/entered by the Department of Public Safety – please contact them directly at (614) 644-2415 for public records or questions pertaining to this violation.

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Commerce Division of Liquor Control : Web Database Search

PERMIT APPLICANT / HOLDER INFORMATION

This online service will allow you to obtain a list of retail liquor permit entities, the status of each liquor permit class they have applied for, have issued, or no longer hold within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display". **NOTE:** If your search returns more than 25,000 records, it will only display the latest 25,000 records. If you would like to save your search results for further analysis, click on the image icons (one for Excel and one for CSV), located on the top-right corner of the results grid.

You may sort the information in ascending or descending order, by clicking on any of the column headers.

To do another search, click the "Reset" button.

SEARCH CRITERIA	
Permit Number	<input type="text" value="22348155080"/> (NOTE: numbers ONLY without dashes)
Permit Name / DBA	<input type="text"/>
Permit Class (Type of Permit)	--Select Permit Class-- (class descriptions)
Class Issue Status	--Select Class Issue Status--
Date of Action:	Start Date: <input type="text"/>
	End Date: <input type="text"/>
Street Name	<input type="text"/>
City/Twp of Premises	<input type="text"/>
Zip	<input type="text" value="#####"/>
County	--Select County--



NOTICE: Prior to submitting your search, please type the code from the image.

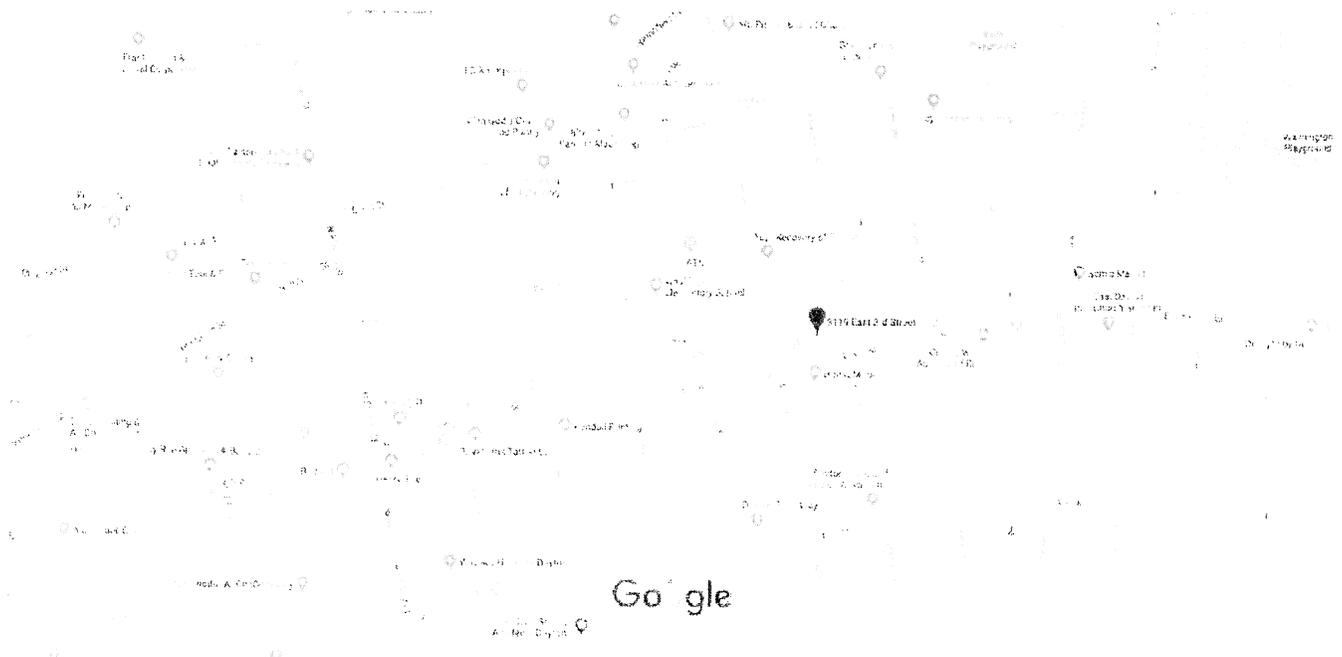
[Search](#)
[Reset](#)
[Main Menu](#)

Permit Number / Name / DBA	Class / Issue Status	Address (sort by City / Zip)	City/Twp of Premises	County	Agency Number	Other Info
22348155080 DOLGEN MIDWEST LLC DBA DOLLAR GENERAL STORE 20394	C1 / PENDING	3119 THIRD ST DAYTON, OH 45403	DAYTON	MONTGOMERY		NOT A QUOTA EXEMPT CLASS Site Location Vote: NO
22348155080 DOLGEN MIDWEST LLC DBA DOLLAR GENERAL STORE 20394	C2 / NO- OPENING	3119 THIRD ST DAYTON, OH 45403	DAYTON	MONTGOMERY		NOT A QUOTA EXEMPT CLASS Site Location Vote: NO

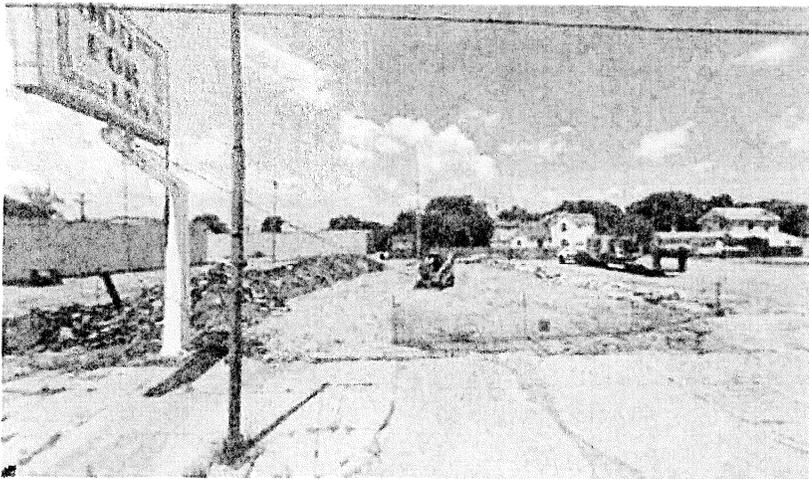
- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Go gle Maps 3119 E 3rd St



Map data ©2019 200 ft



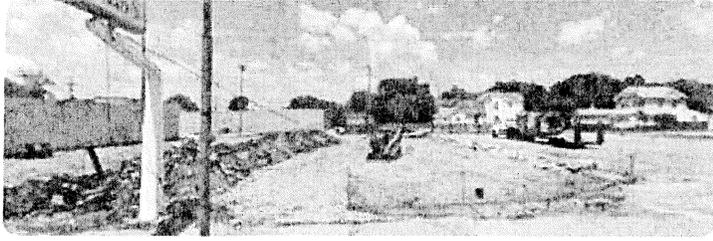
3119 E 3rd St

Dayton, OH 45403

- 
 Directions
- 
 Save
- 
 Nearby
- 
 Send to your
phone
- 
 Share

QR8X+JR Dayton, Jefferson Township, OH

Photos



At this location

Dollar General

1.0 (2)

Dollar store · 3119 E 3rd St

Open until 10:00 PM

Western Union

Money transfer service ·

Dollar General, 3119 E 3rd St

Open until 10:00 PM

Ullery, Clifford

From: Fambro, Melissa
Sent: Wednesday, November 20, 2019 1:31 PM
To: Ullery, Clifford; DPD - Teletype-Operators
Subject: RE: CCH PLEASE

ALL NIF

From: Ullery, Clifford
Sent: Wednesday, November 20, 2019 1:17 PM
To: DPD - Teletype-Operators
Subject: CCH PLEASE

For liquor investigation.....No need to print if NIF.....Thx,Cliff

Javad Adinehzadeh [REDACTED] 12-5-56
DeLov D. Ledbetter [REDACTED] 12-13-97
Karen Ann Watson [REDACTED] 9-1-59



DAYTON Clifford W. Ullery

Detective I Support Unit
Department of Police | City of Dayton
335 W. Third Street | Dayton, Ohio 45402
Office 937.333.8854 | Fax 937.333.7571
Clifford.Ullery@daytonohio.gov

Ullery, Clifford

From: Keller, C. William
Sent: Friday, November 15, 2019 12:11 PM
To: Ullery, Clifford
Subject: RE: Liquor Applications for Dolgen Midwest LLC, Lovs Whiskey Barrel Saloon, and Talbot Tower Holding LLC

No Police objection



Lieutenant C. William Keller
Assistant Division Commander
Department of Police
East Patrol Operations Division | City of Dayton
2721 Wayne Ave | Dayton, Ohio 45410
Office 937.333.7448 | Fax 937.333.2371 | www.daytonohio.gov

From: Ullery, Clifford
Sent: Wednesday, November 13, 2019 11:38 AM
To: Keller, C. William; Mullins, James
Cc: PLN - Planning Department
Subject: FW: Liquor Applications for Dolgen Midwest LLC, Lovs Whiskey Barrel Saloon, and Talbot Tower Holding LLC

Here are my latest.....I believe the Dollar General is new construction.....Thx,Cliff

From: Hubbard, Teri
Sent: Wednesday, November 13, 2019 10:01 AM
To: Ullery, Clifford <Clifford.Ullery@daytonohio.gov>
Cc: Zimmerman, Jon <Jon.Zimmerman@daytonohio.gov>; Fugate, Carla <Carla.Fugate@daytonohio.gov>
Subject: FW: Liquor Applications for Dolgen Midwest LLC, Lovs Whiskey Barrel Saloon, and Talbot Tower Holding LLC

Cliff,

These are due to Major Johns on November 22.

Thanks.



Teri Hubbard
Administrative Typist C
Department of Police
Investigations and Administrative Services | City of Dayton
335 West Third Street, Room 280 | Dayton, Ohio 45402
Office 937.333.1109 | Fax 937.333.1323 | www.daytonohio.gov

From: Johnson, Anita
Sent: Tuesday, November 12, 2019 4:44 PM



DEPARTMENT OF ECONOMIC DEVELOPMENT, DIVISION OF ZONING ADMINISTRATION
371 WEST SECOND STREET, DAYTON, OHIO 45402
(937) 333-3887

LIQUOR LICENSE APPLICATION CHECKLIST

NAME OF ESTABLISHMENT: **DOLGEN MIDWEST LLC**
dba DOLLAR GENERAL STORE 20394

ADDRESS: **3119 E. THIRD ST.**
DAYTON, OH 45403

LOT NUMBER/PID #: **Parcel I.D. #R72-04702-0082**

ZONING DISTRICT: **"MNC" MATURE NEIGHBORHOOD COMMERCIAL**
ZONING DISTRICT

CURRENT OCCUPANCY CERTIFICATE: **'M' Grocery**

LEGAL ZONING USE: **Retail Grocery**

PROPOSED ZONING USE: **Retail Grocery**

PERMITTED * _____ CONDITIONALLY PERMITTED _____ NONCONFORMING _____

NEW CERTIFICATE OF OCCUPANCY REQUIRED: **NO** APPLICANT NOTIFIED: **NO**

EXISTING CLASS PERMIT: **--**

PROPOSED CLASS PERMIT: **C1, C2**

HAS BUSINESS EXPANDED OUTSIDE? **No**

IF YES, WAS A PERMIT ISSUED? **--**

COMMENTS: **[Liquor License Application No. 22348155080 (NEW)]**
(* Use permitted by right

CARL J. DAUGHERTY

REVIEWED BY

November 26, 2019

DATE

FAX CONFIRMATION

Result: **Success**

Sent by:

Name: Fax Sender
Voice Number: 333-3636
Fax Number:
RightFax ID: ANITA.JOHNSON

Sent to:

Name: Liquor Control
Company:
Number/Address: 916146443166
Voice Number:
Remote CSID: Unknown

COMMUNICATIONS SECTION
FAX SERVICE SECTION
RECEIVED
DATE: 11/28/2019
TIME: 09:04:52
BY: ANITA.JOHNSON



CITY OF DAYTON, OHIO
OFFICE OF THE CITY COMMISSION
101 WEST THIRD STREET • P.O. BOX 12 • DAYTON, OHIO 45402
937.233.1111 • (937) 223-0100 • www.daytonohio.gov

SENT VIA FACSIMILE TO 916-444-3166
ORIGINAL TO FOLLOW BY U.S. MAIL

November 28, 2019

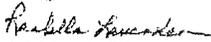
Mr. Jim Canapa, Superintendent
Division of Liquor Control
Ohio Department of Commerce
6506 Tunney Road
P.O. Box 4025
Reynoldsburg, Ohio 43068-9005

RE: Liquor Permit Number 22348185080 (NEW), Dolgen Midwest LLC, DBA Deffer
General Store 25294, 3118 Third Street, Dayton, Ohio 45401.

Dear Mr. Canapa:

Pursuant to Ohio Revised Code Section 4303.28(A), the Dayton City Commission, as the legislative authority for the City of Dayton, requests an additional thirty (30) days to determine an objection to the liquor permit application listed above. The Department of Liquor Control established December 6, 2019, as the deadline for submitting an objection or response. The extension is necessary to allow for additional time to review the application.

Thank you in advance for your assistance in this matter.

Sincerely,

Rosalita Lavender, CMC
Clerk of the Commission

m

Details:

Type: Fax
Cover Sheet: has a cover page
Body Pages: 1
Billing Code #1:
Billing Code #2:
Unique ID: ANI5DE4D39F8A66
Fax Channel: 6

Scanning Device:

Scanned at: Mon Dec 2 09:04:23 2019
Submitted at: Mon Dec 2 09:04:30 2019
Completed at: Mon Dec 2 09:04:52 2019

COMMISSIONERS

NAN WHALEY, MAYOR
MATT JOSEPH
JEFFREY J. MIMS, JR.
CHRISTOPHER L. SHAW
DARRYL FAIRCHILD



CITY of DAYTON, OHIO
OFFICE OF THE CITY COMMISSION
101 WEST THIRD STREET • P.O. BOX 22 • DAYTON, OHIO 45401
CITY HALL • (937) 333-3636 • www.daytonohio.gov

DIRECTOR
CITY COMMISSION OFFICE
ARIEL WALKER

CLERK OF COMMISSION
RASHELLA LAVENDER

SENT VIA FACSIMILE TO 614-644-3166
ORIGINAL TO FOLLOW BY U.S. MAIL

November 26, 2019

Mr. Jim Canepa, Superintendent
Division of Liquor Control
Ohio Department of Commerce
6606 Tussing Road
P.O. Box 4005
Reynoldsburg, Ohio 43068-9005

**RE: Liquor Permit Number 22348155080 (NEW), Dolgen Midwest LLC, DBA Dollar
General Store 20394, 3119 Third Street, Dayton, Ohio 45403.**

Dear Mr. Canepa:

Pursuant to Ohio Revised Code Section 4303.26(A), the Dayton City Commission, as the legislative authority for the City of Dayton, requests an additional thirty (30) days to determine an objection to the liquor permit application listed above. The Department of Liquor Control established December 6, 2019, as the deadline for submitting an objection or response. The extension is necessary to allow for additional time to review the application.

Thank you in advance for your assistance in this matter.

Sincerely,

Rashella Lavender, CMC
Clerk of the Commission

/rl

November 26, 2019

TO: Ms. Anita Johnson, Secretary to the Executive Assistant
City Commission Office

FROM: Connie Nisonger, Community Development Specialist II
Department of Planning and Community Development

SUBJECT **Liquor License Application #22348155080 (NEW)**
DOLGEN MIDWEST LLC
DBA Dollar General Store 20394
3119 E. Third Street
Dayton, Ohio 45403

The Northeast Priority Land Use Committee along with community leaders and property owners within a 300 foot radius received notice of the above mentioned liquor license new application.

The Northeast Priority Land Use Committee considered the application and objected based on the negative impact Dollar General has had on the neighborhood in which they are located. The stores typically have issues controlling loitering on their property and controlling the trash on their property.

I also received an objection from the Burkhardt/Springfield community leader, Lodia Furnas. Lodia objects based on the history of the location and the close proximity to other liquor establishments.

C: Ms. Blackshear
Mr. Kroeger
Mr. Gehres
Ms. Jackson
Det. Ullery
Major Wiesman
Lt. Keller
Ms. Doseck
Mr. Daughtery
File

November 19,2019

DBA DOLLAR GENERAL

3119 East 3rd

Dayton,ohio 45403

Application #22348155080

- 1.The Burkhardt/Springfield Neighborhood Association are a Liquor License.
- 2.Food For Less grocery store applied for a Liquor License and never Got it.
- 3.This is a high crime area.
4. Food For Less had a lot of problems of thefts.
5. When Food For Less was there,it was a hang out place,always asking for money.
- 6.It is next door to Connells Bar,which as a lot of problems.
- 7 It is one block away from the Christy Club,which nothing have, but problems.
8. This area is a low-income and un-educated neighborhood.
- 9 Granting a Liquor License will adversely affect the neighborhood.
10. Burkhardt/Springfield needs a food store,not a Liquor that sells Booze.
11. To grant another Liquor License is taking food out of a kids mouth.

Lodia Furnas-President-Burkhardt,Springfield
735 Huffman Ave.

Lodia Furnas - President

Gehres, Martin

From: Deis, Sharon (GE Healthcare) <Sharon.Deis@med.ge.com>
Sent: Monday, November 25, 2019 12:50 PM
To: Nisonger, Connie
Cc: Mike Fortunato (mfortunato100@yahoo.com); Walter Murch (wmurch@sbcglobal.net); Matt Tepper (evansbakery@att.net); Howard, Paul; Jason Antonick (jason.antonick@gmail.com); Fred England (myway50@att.net); Tina Kavy (flyerbuckeye@msn.com); Rosie Miller; Gehres, Martin
Subject: Liquor License Application # 22348155080 Dollar General
Attachments: Liquor License Application # 22348155080 Recommending denial.docx

Hello Connie,

Attached is the NELUC recommendation for denial on the General Dollar voted on at the last meeting held November 19, 2019. As discussed at the NELUC meeting, a great resource for the city on statistics for the zip code is Tristyn Eppey.

Sincerely,

*Sharon Deis, NELUC
DeWesse Riquardt Neighborhood*

T (937) 279-1964
C (937) 623-9759
E sharon.deis@ge.com

****Confidentiality Notice****

This message and the accompanying document or attachments may contain information which is privileged and/or confidential. If you are not the intended recipient, you may not review, discuss, disclose, copy, or distribute the contents of this message.

November 25, 2019

To:
The City Commission office
City of Dayton
101 West 3rd Street
Dayton, OH 45401

From:
NELUC

Subject:
Liquor License Application # 22348155080
DOLGEN Midwest LLC
DBA Dollar General Store 20394
3119 Third Street
Dayton, OH 45403

The NELUC Meeting on November 19, 2019 discussed the Dollar General Liquor License Application. Points brought to the discussion are the Neighborhood Association for the area is against Dollar General obtaining a liquor license based on the negative impact the Dollar General store has on the neighborhood. The property of the store is poorly maintained and the trash collecting around the business and parking area builds up and spills over to adjoining properties. There are plenty of places to purchase alcoholic beverages in this area. A neighbor sent an email requesting the applicant be denied, the email was read at the meeting by Matt Temper.

Based on the discussion points, Fred England made the motion to deny the application. Jason Antonick seconded the motion. A vote was taken from the entire committee with a unanimous vote by NELUC to recommend a denial of the application. Members present at the meeting: Matt Temper, John Kaughflin, Jason Antonick, Fred England, Walt Murch, and Sharon Deis.

31785-19
No.....

By:.....

AN ORDINANCE

Amending Chapter 50 of the Revised Code of General Ordinances Relating to the Department of Water, and Declaring an Emergency.

WHEREAS, Chapter 50, Division 1 of the Revised Code of General Ordinances ("R.C.G.O.") sets forth the sewer and water charges; and,

WHEREAS, To improve the operation of the Water Department the City desires to amend Chapter 50, Division 1 to create separate water, sewer and other related subsections within the RCGO; and,

WHEREAS, Greater operating costs necessitate the amendment of the water and sewer charges; and,

WHEREAS, In order to defray the cost of providing a safe water supply and to provide certainty as to water rates, it is necessary to establish by ordinance the rates for water service to be supplied by the City of Dayton and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That Chapter 50 of the Revised Code of General Ordinances be, and hereby is, amended to create Division 1, Water and Sewer Charges and Section A. Water, Section B. Sewer, and Section C. Other.

Section 2. That Section 50A.01, Necessity for water charges, is enacted as follows:

Division 1. Water and Sewer Charges

Section A. Water

Section 50A.01. Necessity for water charges.

It is hereby determined necessary for the protection of the public health, safety and welfare and to conform with federal, state, and local laws and regulations that a system of charges for water service be established as described herein.

Section 3. That Section 50A.02, Water assessment rates and user charge system, is enacted as follows:

Section 50A.02. Water assessment rates and user charge system.

A. *Water Service Charges.* There is levied and assessed upon each lot, parcel of land, building, or premises having any connection with the waterworks system of the city, a water service charge as herein provided.

B. Water service charges include the following:

1. The city will charge a basic charge for any user that is connected to the waterworks system. The basic charge will vary by the actual water meter size at the customer's premises with exceptions noted here within.
2. In addition to the basic charge, a volume charge will be charged. The volume charge will be \$ per thousand cubic feet of usage.
3. The city may charge a Wellfield protection surcharge as described in Section 50C.03.
4. The city may also develop and assess a system of charges or riders designed to recover from all users, their share of the cost of financing capital improvements or other expenditures to the waterworks system, including but not limited to, capital costs associated with the financing of notes and bonds to improve and/or expand the waterworks system of the city and/or capital costs associated with compliance with federal, state, or local environmental regulations. The Water Director shall present the necessity and support for charges or riders in public hearing to the Dayton City Commission and Commission approval is required prior to assessing such charges or riders.

Notwithstanding the charges identified above, nothing in these rules shall be interpreted to preclude charges to users for special or unique services rendered by the Department.

C. *Method of Levying Water Service Charges.* Water service charges are levied as follows:

1. Payment of water bills.

- A. For all premises connected to the City's water system, there shall be a minimum charge for water that is billed quarterly and for water that is billed monthly, which minimum charges are to cover investment, overhead expenses, and the cost of being ready to serve with water.
- B. Premises outside the corporate limits of the City of Dayton may be supplied water pursuant to a uniform individual agreement entered into between the customer and the City.
- C. Water service charges for Governmental Agencies outside the City's corporation limits, not under an agreement, shall be according to subsection D.1, plus a twenty-five (25%) surcharge.
- D. The place where the water is used or consumed, not the physical location of the meter, shall be determinative as to whether premises are outside the corporate limits of the City.
- E. If the water main through which the water is to be supplied has been or is to be constructed by the City, the City will receive a benefit payment for the actual cost per linear foot for each foot of land to be served abutting the water main, or for each premise actually served at the time of construction.

2. Water bill calculations.

All meter readings and billings may be in units of one hundred (100) or one thousand (1,000) cubic feet, cubic meters or gallons and there shall be no proration of rates, except rates which may be prorated at the time of a rate change.

3. Penalty for nonpayment of water bill.

- A. Where a water bill has not been paid as provided by the rules and regulations of the Department of Water and the proper shutoff notice has been delivered, the water shall thereafter be shut off in accordance with these rules and regulations, and it shall not thereafter be turned on again until all charges due and payable, including advance charges, if any, are fully paid.
- B. This section shall apply whether or not there has been in the meantime a change of ownership or possession of the premises supplied, except as provided in Subsection (C)(5) below § 50C.02.

4. Adjustment of water bills.

The Director of Finance or any of his authorized deputies shall have authority to make reductions or corrections in water bills where errors appear therein or there is a demonstrated malfunction in the city owned meter. Appeals on billings may be made to the Board of Water and Sewer Charge Review in accordance with §§ 50.20 through 50.25.

5. Insolvent or bankrupt water user.

Where premises in arrears for payment of water bills become subject to a bankruptcy or insolvency court, the Division of Revenue and Taxation may permit the supply of water to such premises to be continued or restored without previous payment of the water bill accrued under the bankrupt or insolvent owner.

D. The effective water service charges for premises within the corporate limits of the City of Dayton, Ohio as of January 1, 2020 are as follows:

1. Water Rate Schedule for *Basic and Volume Charges*.

<u>Size of Meter</u>	<u>Minimum Quarterly Charge</u>	<u>Minimum Monthly Charge</u>
5/8"	\$15.17	\$12.01
3/4"	\$25.17	\$15.27
1"	\$54.39	\$25.81
1.5"	\$107.45	\$43.88
2"	\$196.48	\$74.35
3"	\$418.76	\$148.71
4"	\$644.49	\$223.72
6"	\$1,129.16	\$377.73
8"	\$1,932.42	\$644.58
10"	\$3,220.35	\$1,074.12
>10"	\$4,444.55	\$1,481.47

Quarterly Consumption Charge (per 1000 cf)

For the first	10,000 CF	\$28.84
For the next	90,000 CF	\$27.49
For the next	400,000 CF	\$25.92
For the next	500,000 CF	\$21.25
For all over	1,000,000 CF	\$19.65

Monthly Consumption Charge (per 1000 cf)

For the first	3,300 CF	\$28.84
For the next	30,000 CF	\$27.49
For the next	133,000 CF	\$25.92
For the next	167,000 CF	\$21.25

For all over 333,300 CF \$19.65

Section 4. That Section 50A.03, Annual Adjustments to Water Service Charges, is enacted as follows:

Section 50A.03. Annual Adjustments to Water Service Charges.

A. For year 2021 the charges established by this section shall be adjusted by the Director beginning January 1 2021:

<u>Size of Meter</u>	<u>Minimum Quarterly Charge</u>	<u>Minimum Monthly Charge</u>
5/8"	\$15.93	\$12.61
3/4"	\$26.43	\$16.03
1"	\$57.11	\$27.10
1.5"	\$112.82	\$46.07
2"	\$206.30	\$78.07
3"	\$439.70	\$156.15
4"	\$676.71	\$234.91
6"	\$1,185.62	\$396.62
8"	\$2,209.04	\$676.81
10"	\$3,381.37	\$1,127.83
>10"	\$4,666.78	\$1,555.54

Quarterly Consumption Charge (per 1000 cf)

For the first 10,000 CF	\$30.28
For the next 90,000 CF	\$28.86
For the next 400,000 CF	\$27.22
For the next 500,000 CF	\$22.31
For all over 1,000,000 CF	\$20.63

Monthly Consumption Charge (per 1000 cf)

For the first 3,300 CF	\$30.29
For the next 30,000 CF	\$28.86
For the next 133,000 CF	\$27.22
For the next 167,000 CF	\$22.31
For all over 333,300 CF	\$20.63

B. For year 2022, the charges established by this section shall be adjusted annually by the Director beginning January 1 2022:

<u>Size of Meter</u>	<u>Minimum Quarterly Charge</u>	<u>Minimum Monthly Charge</u>
5/8"	\$16.73	\$13.24
3/4"	\$27.75	\$16.83
1"	\$59.97	\$28.46
1.5"	\$118.46	\$48.37
2"	\$216.62	\$81.97
3"	\$461.69	\$163.96
4"	\$710.55	\$246.66
6"	\$1,244.90	\$416.45
8"	\$2,130.49	\$710.65
10"	\$3,550.44	\$1,184.22

>10"	\$4,900.12	\$1,633.32
------	------------	------------

Quarterly Consumption Charge (per 1000 cf)

For the first	10,000 CF	\$31.79
For the next	90,000 CF	\$30.30
For the next	400,000 CF	\$28.58
For the next	500,000 CF	\$23.43
For all over	1,000,000 CF	\$21.66

Monthly Consumption Charge (per 1000 cf)

For the first	3,300 CF	\$31.79
For the next	30,000 CF	\$30.30
For the next	133,000 CF	\$28.58
For the next	167,000 CF	\$23.43
For all over	333,300 CF	\$21.66

- C. 1. The rates established by this section shall become effective so as to apply to all bills rendered by the Water Department wherein the entire period of water service commences on or after the effective date. Where previous bills have been estimated and the current bill is based on the actual meter reading made at least 90 days after the effective date, in the case of quarterly bills, and at least 60 days after the effective date, in the case of monthly bills, all charges will be considered to accrue after the effective date. For the purposes of this subsection, "effective date" shall also mean the date on which charges adjusted pursuant herein are effective.
2. The first bill rendered to the customer on or after any effective date, if based upon an actual reading or an estimate which includes usage both before and after the effective date, shall be considered for billing purposes as usage all of which was prior to the effective date, to be paid for at the old rates, and all bills rendered thereafter shall be considered as covering usage on or after the effective date, to be paid for the new rates.
- D. For year 2023 and thereafter, unless by amendment, the charges established by this section shall be adjusted annually by the Director beginning January 1 in any given year. In determining the annual adjustment, the Director may utilize the Consumer Price Index (United States Department of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Water and Sewer Maintenance or comparable index if the same is no longer published) as measured by the percent change in the average price index from the third quarter (July-Sept. hereinafter referred to as the base quarter) of the previous year to the base quarter one year prior; whichever percentage is greater. Prior to any rate adjustment taking effect in accordance with this section, the Director shall cause the new rates to be published electronically and put on file with the Clerk of the Dayton City Commission.

Section 5. That Section 50B.01, Necessity for Wastewater Service Charges, is enacted as follows:

Division 1. Water and Sewer Charges

Section B. Sewer

Section 50B.01. Necessity for Wastewater Service Charges.

It is hereby determined necessary for the protection of the public health, safety and welfare and to conform with federal, state and local laws and regulations that a system of charges for wastewater service be established as described herein.

Section 6. That Section 50B.02, Definitions, is enacted as follows:

Section 50B.02. Definitions.

For the purpose of this chapter, unless the context specifically indicates otherwise, the following words and phrases shall have the following meanings ascribed to them respectively:

BOD (denoting Biochemical Oxygen Demand). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 Degrees Celsius, expressed in milligrams per liter as stipulated in 40 CFR, Part 136. When the BOD test is not practical, the COD test may be used to determine the BOD by applying an appropriate factor on a case-by-case basis.

City. The City of Dayton, Ohio.

COD (denoting Chemical Oxygen Demand). A measure of the oxygen equivalent of a sample that is susceptible to oxidation by a strong chemical oxidant. COD is determined by standard laboratory procedure as stipulated in 40 CFR, Part 136.

Director. The Director of the Department of Water of the City of Dayton or the Director's representative.

Industrial wastes. The liquid wastes from industrial manufacturing processes, trade, or business as distinct from normal domestic wastewater.

Milligrams per liter (mg/l). A weight to volume ratio; the milligrams per liter value multiplied by the factor 0.0624 is equivalent to pounds per thousand cubic feet of water.

Normal domestic wastewater. Wastewater normally emanating from residential living units as a result of the day to day activities usually considered to be carried on in a domicile and which has both BOD and suspended solids concentrations less than 350 milligrams per liter.

Sanitary sewage. The waste from water closets, urinals, lavatories, sinks, bath tubs, showers, household laundries, cellar floor drains, garage floor drains, bars, soda fountains, cuspidors, refrigerator drips, drinking fountains, and stable floor drains.

Sanitary sewer. A sewer which carries wastewater and to which storm, surface, and groundwaters are not intentionally admitted.

Special monitoring fee. An assessment to a Significant Industrial User (SIU) for the purpose of recovering a proportional cost of administering the Municipal Industrial Pretreatment Program (MIPP).

Suspended solids. Solids that either float on the surface of, or are in suspension, in water, sewage, or other liquids, and which are removable by laboratory filtering.

User. A person or legal entity whose premises are connected to the wastewater collection and treatment system and who produces or causes to be produced wastewater requiring processing and treatment to remove pollutants.

User class. A group of users having similar sewerage service characteristics including the following:

1. *Inside City User Classes.*

Residential—Premises used primarily as dwelling units and which discharge wastewater with characteristics of normal domestic wastewater.

Commercial—Stores, offices, or recreational properties used for transaction of business, sale of merchandise or a gathering place for people and which discharge primarily wastewater with characteristics of normal domestic wastewater.

Governmental—Properties used for transaction of governmental business.

Industrial—Properties where there is mechanical or chemical transformation into new products and which discharge significantly greater quantities of wastewater than do the majority of other customers.

2. *Outside City User Classes.*

Individually Metered—Customers in areas outside the city that are served under agreements between the city and other political subdivisions.

Master Metered—Customers in areas outside the city that are served under agreements between the city and other political subdivisions and where the wastewater service charges are based upon the total master metered quantity of wastewater from the area.

Retail—Customers in areas outside the city that receive wastewater service by direct contract with the city.

Wastewater. Synonymous with sewage and the two terms may be interchanged without altering the meaning of either.

Section 7. That Section 50B.03, Wastewater assessment rates and user charge system, is enacted as follows:

Section 50B.03. Wastewater assessment rates and user charge system.

- A. *Wastewater Service Charges.* There is levied and assessed upon each lot, parcel of land, building, or premises having any sewer connection with the wastewater system of the city or otherwise discharging wastewater, industrial wastes, water, or other liquids, either directly or indirectly into the city wastewater system, a wastewater service charge or rental payment as herein provided.
- B. Wastewater service charges include the following:
1. The city will charge a basic charge for any user that is connected to the wastewater collection and treatment system. The basic charge will vary by the actual water meter size at the customer's premises with exceptions noted here within.
 2. In addition to the basic charge, a volume charge will be charged. The volume charge will be \$ per thousand cubic feet of usage.
 3. An extra strength surcharge for wastewater discharges with pollutant concentrations in excess of those of normal domestic wastewater.
 4. A special monitoring fee for Significant Industrial Users (SIU) as defined in 40 CFR 403.
 5. The city may also develop and assess a system of charges or riders designed to recover from all users, their share of the cost of financing capital improvements or other expenditures (such as costs associated with inflow and infiltration), to the sewerage system, including but not limited to, capital costs associated with the financing of notes and bonds to improve and/or expand the sewerage system of the city and/or capital costs associated with compliance with federal, state, or local environmental regulations. The Water Director shall present the necessity and support for charges or riders in public hearing to the Dayton City Commission and Commission approval is required prior to assessing such charges or riders.

Notwithstanding the charges identified above, nothing in these rules shall be interpreted to preclude charges to users for special or unique services rendered by the Department.

C. *Method of Levying Wastewater Service Charges.* Wastewater service charges are levied as follows:

1. **Levying Charges Within Corporate Limits.**

For any lot, parcel of land, building, or premises situated within the corporate limits of the city having any connection with the city wastewater system or otherwise discharging wastewater, industrial wastes, water, or other liquids, either directly or indirectly, into the city wastewater system, a charge shall be based on the quantity of water used as measured by an approved water meter there in use or by other substantially equivalent means acceptable to the Director. The measurement of the strength of the wastewater for purposes of the extra strength surcharges shall be made by standard sampling and laboratory procedures in a manner acceptable to the Director. The charge will be made quarterly or monthly at the discretion of the Director.

2. **Levying Charges Outside Corporate Limits.**

For any lot, parcel of land, building, or premises situated outside of the corporate limits of the city having any connection with the city wastewater system or otherwise discharging wastewater, industrial wastes, water, or other liquids, either directly or indirectly, into the city wastewater system, and which is defined as "retail", unless such usage of the city wastewater system is covered by specific agreement with a political subdivision specifying rates, terms, and conditions of usage, a charge shall be based upon the quantity of water used as measured by the water meter or by other substantially equivalent means acceptable to the Director. The water meter used shall be approved by the Director, and the charge shall be made quarterly or monthly at the discretion of the Director. The measurement of the strength of the wastewater for purposes of application of the extra strength surcharges shall be made by standard sampling and laboratory procedures in a manner acceptable to the Director.

3. **Levying Charges Outside Corporate Limits – Individually Metered.**

For any lot, parcel of land, building, or premises situated outside of the corporate limits of the city having any connection with the city wastewater system or otherwise discharging wastewater, industrial wastes, water, or other liquids either directly or indirectly, into the city wastewater system, where such usage of the city wastewater system is covered by specific agreement specifying rates, terms and conditions of usage measured on a bulk or large quantity basis, and is defined as "individually metered", a charge shall be based upon the quantity of water used as measured by a water meter or by other substantially equivalent means acceptable to the Director. The water meter used shall be approved by the Director and the charge shall be made monthly or quarterly at the discretion of the Director. The wastewater for purposes of application of the extra strength surcharges shall be made by standard sampling and laboratory procedures in a manner acceptable to the Director.

4. **Levying Charges Outside Corporate Limits – Master Metered.**

For all areas situated outside of the corporate limits of the city having any connection with the city wastewater system or otherwise discharging wastewater, industrial wastes, water, or other liquids, either directly or indirectly, into the city wastewater system, where such usage of the city wastewater system is covered by specific agreement specifying rates, terms, and conditions of usage measured on a bulk or large quantity basis, and is defined as "master metered", a charge shall be based upon the quantity of water or wastewater discharged to the city sewers. The method of determining the quantity of water used or wastewater discharged shall be approved by the Director, and charges shall be made monthly or quarterly at the discretion of the Director. The measurement of the strength of the wastewater for purposes

of application of the extra strength surcharges shall be made by standard sampling and laboratory procedures in a manner acceptable to the Director.

5. **Levying Charges to Non-Users.**

Where a lot, parcel of land, building, or premises discharging waste, water, or other liquids into the city wastewater system, either directly or indirectly, is not a user of water supplied by the Department of Water of the city and water used is not measured by a city water meter, or by a meter acceptable to the Director, then, in each such case, the amount of water used shall be measured by a means approved by the Director in order to determine the sewer service charge. In the alternative, the owner or other interested party may install a meter at his expense which is acceptable to the Director for this purpose. The basic charge for a sewer service charge determined under this alternative shall be based on the 10-inch meter rate or the appropriate multiple thereof.

6. **Levying Charges Where Immeasurable.**

Where a lot, parcel of land, building, or premises discharges industrial wastes, either directly or indirectly, into the city wastewater system, and the Director finds that it is not practical to attempt to measure such wastes by meter, the customer shall measure such wastes in such manner and by such method that the Director finds practicable. The measurement of the strength of the wastewater for purposes of application of the extra strength surcharges shall be made by standard sampling and laboratory procedures in a manner acceptable to the Director. The wastewater service charge or rental shall be determined according to the corresponding rates per 1,000 cubic feet provided in this section. The basic charge for a sewer service charge determined by this method shall be based on the ten-inch meter rate or appropriate multiple thereof.

7. **Billing Delinquency.**

If the bill is not paid by the date specified for a payment of the net amount (gross less five percent discount), second notices will be sent. Should a bill remain unpaid for 21 days after the net payment date, the account will be considered delinquent. If, and when, any user fails to make payments after proper billing, enforcement will be subject to the Rule and Regulations of the Department of Water, as well as the provisions set forth in Section 50B.14, to cover any amounts due. Where premises in arrears for payment of wastewater bills become subject to a bankruptcy or insolvency court, the Division of Revenue and Taxation may permit the supply of wastewater to such premises to be continued or restored without previous payment of the wastewater bill accrued under the bankrupt or insolvent owner.

8. **Billing Frequency.**

Except where covered by specific agreement, the charge provided in this section shall be payable quarterly or monthly at the Department of Finance at the same time as water bills are payable in the district in which the property is located. If a customer requests a special meter reading between regularly scheduled reading dates, the minimum charge will be determined in proportion to the time elapsed since the last regular reading compared to the normal time between regular reading dates.

9. **Unauthorized Use of Wastewater System.**

If premises are found to be discharging wastewater or other wastes into the wastewater system without paying a wastewater service charge, the Director shall, by such method as he may find practicable, measure or estimate the quantity of such wastes for the purpose of establishing a proper charge in accordance with the schedule of charges set forth herein, and these premises shall be charged for the total term of the prior usage on the basis of the quantity so determined. The measurement of the strength of the wastewater for purposes of

application of the extra strength surcharges shall be made by standard sampling and laboratory procedures in a manner acceptable to the Director.

10. Penalty for Discharge of Toxic or Other Pollutants.

Any user which discharges toxic or other pollutants which cause an increase in operation, maintenance, and replacement costs shall pay for such increased costs in addition to any other charges which may accrue to the user under wastewater service charges outlined in the preceding divisions.

11. Annual Notification of Wastewater Service Charge.

The city shall notify its users annually in conjunction with a regular bill of the rates for the various components of the wastewater service charge.

D. The effective wastewater service charges as of January 1, 2020, are as follows:

1. Wastewater Rate Schedule for *Basic and Volume Charges*.

Basic Charge (\$)					
	<u>Inside City</u>		<u>Retail Quarterly</u>	<u>Individually Metered Quarterly</u>	<u>Master Metered Quarterly</u>
	Quarterly Service Charge	Monthly Service Charge	Quarterly Service Charge	Quarterly Service Charge	Quarterly Service Charge
Meter Size (Inches)					
0-1 Residential	18.13	14.34	22.66	20.85	27.20
1	35.39	20.10	44.24	40.70	53.09
1½	37.46	20.79	46.83	43.08	56.19
2	41.08	21.98	51.35	47.24	61.62
3	84.98	36.61	106.23	97.73	127.47
4	100.46	41.76	125.58	115.53	150.69
6	136.58	53.81	170.73	157.07	204.87
8	177.90	67.58	222.38	204.59	266.85
10	224.36	83.07	280.45	258.01	336.54

Volume Charge (\$ per 1,000 cubic feet)						
	<u>Quarterly</u>	<u>Monthly</u>	<u>Inside City</u>	<u>Retail Quarterly</u>	<u>Individual Metered Quarterly</u>	<u>Master Metered Quarterly</u>
First (cf)	10000	3300	20.98	26.23	24.13	31.47
Next (cf)	90000	30000	16.09	20.11	18.50	24.14
Over (cf)	100000	33300	14.24	17.80	16.38	21.36

2. *Extra Strength Surcharge.*

Extra Strength Surcharges (\$ per mg/l per 1,000 cubic feet)

	<u>Inside City</u>	<u>Retail Quarterly</u>	<u>Individual Metered Quarterly</u>	<u>Master Metered Quarterly</u>
BOD	0.007640	0.009550	0.008790	0.011460
Suspended Solids	0.008200	0.010250	0.009430	0.012300

3. *Special Monitoring Fees.* The City will charge a base fee for any industrial user that is classified as a Significant Industrial User (SIU) as defined in 40 CFR 403. The base fee will be combined with a volume charge per 100 cubic feet (ccf) of wastewater discharge. The sum of these two charges will comprise the special monitoring fee (SMF), and be added to the overall sewer portion of the utility bill. Refer to table below.

There are three (3) sub-categories of SIU industries:

- (a) Categorical Industrial User (CIU) Discharger;
- (b) Non-CIU (metals);
- (c) Non-CIU (non-metals) and Zero Discharge Permittees (ZDP).

Billing Cycle	Subcategory	Base Charge	Volume charge (\$ per 100-cf)
Quarterly	(a)	\$1583.38	0.0440
	(b)	\$1414.94	0.0440
	(c)	\$707.46	0.0440
Monthly	(a)	\$528.23	0.0440
	(b)	\$471.65	0.0440
	(c)	\$235.81	0.0440

Section 8. That Section 50B.04, Annual Adjustments to Wastewater Service Charges, is enacted as follows:

Section 50B.04. Annual Adjustments to Wastewater Service Charges.

A. For year 2021, the charges established by this section shall be adjusted annually by the Director beginning January 1, 2021.

1. Wastewater Rate Schedule for *Basic and Volume Charges.*

Basic Charge (\$)	<u>Inside City</u>		<u>Retail</u>	<u>Individually</u>	<u>Master</u>
	<u>Quarterly Service Charge</u>	<u>Monthly Service Charge</u>	<u>Quarterly Service Charge</u>	<u>Metered Quarterly Service Charge</u>	<u>Metered Quarterly Service Charge</u>
Meter Size (Inches)					

0-1 Residential	19.54	15.46	24.43	22.47	29.31
1	38.15	21.67	47.69	43.87	57.23
1½	40.38	22.41	50.48	46.44	60.57
2	44.28	23.69	55.35	50.92	66.42
3	91.61	39.47	114.51	105.35	137.42
4	108.30	45.02	135.38	124.55	162.45
6	147.23	58.01	184.04	169.31	220.85
8	191.78	72.85	239.73	220.55	287.67
10	241.86	89.55	302.33	278.14	362.79

Volume Charge (\$ per 1,000 cubic feet)						
	Quarterly	Monthly	Inside City	Retail Quarterly	Individual Metered Quarterly	Master Metered Quarterly
First (cf)	10000	3300	22.62	28.28	26.01	33.93
Next (cf)	90000	30000	17.35	21.69	19.95	26.03
Over (cf)	100000	33300	15.35	19.19	17.65	23.03

2. *Extra Strength Surcharge.*

Extra Strength Surcharges (\$ per mg/l per 1,000 cubic feet)

	Inside City	Retail Quarterly	Individual Metered Quarterly	Master Metered Quarterly
BOD	0.008240	0.010300	0.009480	0.012360
Suspended Solids	0.008840	0.011050	0.010170	0.013260

3. *Special Monitoring Fees.* The City will charge a base fee for any industrial user that is classified as a Significant Industrial User (SIU) as defined in 40 CFR 403. The base fee will be combined with a volume charge per 100 cubic feet (ccf) of wastewater discharge. The sum of these two charges will comprise the special monitoring fee (SMF), and be added to the overall sewer portion of the utility bill. Refer to table below.

There are three (3) sub-categories of SIU industries:

- (a) Categorical Industrial User (CIU) Discharger;
- (b) Non-CIU (metals);
- (c) Non-CIU (non-metals) and Zero Discharge Permittees (ZDP).

Billing Cycle	Subcategory	Base Charge	Volume charge (\$ per 100-cf)
---------------	-------------	-------------	-------------------------------

Quarterly	(a)	\$1706.88	0.04700
	(b)	\$1525.31	0.04700
	(c)	\$762.64	0.04700
Monthly	(a)	\$569.43	0.04700
	(b)	\$508.44	0.04700
	(c)	\$254.20	0.04700

B. For year 2022, the charges established by this section shall be adjusted annually by the Director beginning January 1, 2022.

1. Wastewater Rate Schedule for *Basic and Volume Charges*.

Basic Charge (\$)					
	Inside City		Retail	Individually	Master
	Quarterly Service Charge	Monthly Service Charge	Quarterly Service Charge	Metered Quarterly Service Charge	Metered Quarterly Service Charge
Meter Size (Inches)					
0-1 Residential	21.06	16.67	26.33	24.22	31.59
1	41.13	23.36	51.41	47.30	61.70
1½	43.53	24.16	54.41	50.06	65.30
2	47.73	25.54	59.66	54.89	71.60
3	98.76	42.55	123.45	113.57	148.14
4	116.75	48.53	145.94	134.26	175.13
6	158.71	62.53	198.39	182.52	238.07
8	206.74	78.53	258.43	237.75	310.11
10	260.73	96.53	325.91	299.84	391.10

Volume Charge (\$ per 1,000 cubic feet)						
	Quarterly	Monthly	Inside City	Retail Quarterly	Individual Metered Quarterly	Master Metered Quarterly
First (cf)	10000	3300	24.38	30.48	28.04	36.57
Next (cf)	90000	30000	18.70	23.38	21.51	28.05
Over (cf)	100000	33300	16.55	20.69	19.03	24.83

2. *Extra Strength Surcharge.*

Extra Strength Surcharges (\$ per mg/l per 1,000 cubic feet)

	<u>Inside City</u>	<u>Retail Quarterly</u>	<u>Individual Metered Quarterly</u>	<u>Master Metered Quarterly</u>
BOD	0.008880	0.01110	0.010210	0.013320
Suspended Solids	0.009530	0.011910	0.010960	0.014300

3. *Special Monitoring Fees.* The City will charge a base fee for any industrial user that is classified as a Significant Industrial User (SIU) as defined in 40 CFR 403. The base fee will be combined with a volume charge per 100 cubic feet (ccf) of wastewater discharge. The sum of these two charges will comprise the special monitoring fee (SMF), and be added to the overall sewer portion of the utility bill. Refer to table below.

There are three (3) sub-categories of SIU industries:

- (a) Categorical Industrial User (CIU) Discharger;
- (b) Non-CIU (metals);
- (c) Non-CIU (non-metals) and Zero Discharge Permittees (ZDP).

Billing Cycle	Subcategory	Base Charge	Volume charge (\$ per 100-cf)
Quarterly	(a)	\$1840.02	0.05100
	(b)	\$1644.28	0.05100
	(c)	\$822.13	0.05100
Monthly	(a)	\$613.85	0.05100
	(b)	\$548.10	0.05100
	(c)	\$274.03	0.05100

C. 1. The rates established by this section shall become effective so as to apply to all bills rendered by the Water Department wherein the entire period of wastewater disposal commences on or after the effective date. Where previous bills have been estimated and the current bill is based on the actual meter reading made at least 90 days after the effective date, in the case of quarterly bills, and at least 60 days after the effective date, in the case of monthly bills, all charges will be considered to accrue after the effective date. For the purposes of this subsection, "effective date" shall also mean the date on which charges adjusted pursuant to § 50B.03 are effective.

2. The first bill rendered to the customer on or after any effective date, if based upon an actual reading or an estimate which includes usage both before and after the effective date, shall be considered for billing purposes as usage all of which was prior to the effective date, to be paid for at the old rates, and all bills rendered thereafter shall be considered as covering usage on or after the effective date, to be paid for the new rates.

D. For year 2023 and thereafter, unless by amendment, the charges established by this section shall be adjusted annually by the Director beginning January 1 in any given year. In determining the annual adjustment, the Director may utilize the Consumer Price Index (United States Department of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Water and

Sewer Maintenance or comparable index if the same is no longer published) as measured by the percent change in the average price index from the third quarter (July-Sept. hereinafter referred to as the base quarter) of the previous year to the base quarter one year prior; whichever percentage is greater. Prior to any rate adjustment taking effect in accordance with this section, the Director shall cause the new rates to be published electronically and put on file with the Clerk of the Dayton City Commission.

Section 9. That Section 50B.05, Sewer charges used to maintain sewerage system, is enacted as follows:

Section 50B.05. Sewer charges used to maintain sewerage system.

The funds received from the collection of the charges or rentals authorized by this chapter shall be deposited daily with the city treasury and shall be accounted for and be known as the sanitary sewer fund. This fund shall be available for the payment of the cost and expense of the management, maintenance, and repair of the city sanitary sewerage system and the sewage pumping, treatment, and disposal works, when appropriated by the City Commission. Funds may be used for the payment of the interest on bonds issued and outstanding, or which may be issued in order to pay the city's portion of the cost of constructing the sanitary sewerage system, or part thereof, and the sewage pumping, treatment, and disposal works, and to retire bonds when they mature, and for the enlargement or replacement of the sanitary sewerage system, pumping, treatment, and disposal works. However, there shall be no use of any funds or part thereof to extend sewers into unsewered areas in a manner that will relieve the owners of benefited properties from the payment of reasonable assessments or tap-in charges in lieu of assessments where the sewer or sewers thus constructed serve a previously unsewered area. The Department of Water shall manage and maintain a fiscally sound sanitary sewer utility. In order for the Department of Water to operate effectively and sustain a sound utility the Director shall maintain a Financial/Fiscal Policy that establishes revenue requirements and cash reserves (restricted and unrestricted) that may be updated from time to time.

Section 10. That Section 50C.01, Collection agents authorized; contracts, is enacted as follows:

Division 1. Water and Sewer Charges

Section C. Other

Section 50C.01 Collection agents authorized; contracts.

- A. The Director of Finance, with the approval of the City Manager, is authorized to enter into contracts with any bank, savings and loan association, employees credit union, or other agency approved by the Director of Finance, establishing banks, savings and loan associations, employees credit unions, and other agencies as collection agents for the collection of water and sewer bills.
- B. These contracts shall contain the following provisions:
 1. That the collection agent shall collect only those accounts for which no penalty is due;
 2. That such collections shall be made in accordance with such instructions as may from time to time be given the collection agent by the city;
 3. That the city shall furnish the collection agent with such receipt stamp and other supplies as may be necessary, all of which shall remain the property of the city;
 4. That the city shall pay the collection agency a reasonable fee as negotiated by the Director of Finance and approved by motion of the City Commission;

5. That the collection agent shall furnish bond or insurance, satisfactory to the Director of Finance, to indemnify the city for the loss of any funds received by the collection agent in accordance with the terms of the contract;
6. That the contract shall create no relationship other than that of independent contractor between the city and the collection agent;
7. That the collection agent shall indemnify the city against any loss or damage which may result from the acts of the collection agents, their agents, or employees;
8. That such contract may be terminated forthwith by either the city or the collection agent at any time; and,
9. Such further provisions as may be deemed necessary.

Section 11. That Section 50C.02, Foreclosure proceedings against premises supplied with city water, is enacted as follows:

Section. 50C.02. Foreclosure proceedings against premises supplied with city water.

Whenever it shall be brought to the attention of the Division of Revenue and Taxation that foreclosure proceedings have been instituted against premises supplied with city water, the division shall arrange to require deposit payments or other suitable guaranties in advance for the water furnished to such premises until the premises have been sold or the proceedings otherwise terminated. If the Division of Revenue and Taxation shall receive notification in writing of the pendency of the foreclosure proceedings and the location of the premises affected thereby prior to such sale, the purchaser at the foreclosure sale shall be entitled to have water furnished the premises without payment of water bills accrued under the previous owner, for any period subsequent to the date of the receipt of notice of the pendency of foreclosure proceedings by the Division of Revenue and Taxation.

Section 12. That Section 50C.03, Well field protection surcharge, is enacted as follows:

Section 50C.03. Well field protection surcharge.

- A. Effective July 1, 1988, there shall be assessed against users of water a well field protection surcharge of \$1.00 per 1,000 cubic feet of water supplied.
- B. The City Commission hereby approves the administrative suspension of all or part of the well field protection surcharge by resolution of the Well Field Protection Board at such times as the board deems appropriate provided, however, that:
 1. The well field protection surcharge shall not exceed \$1.00 per 1,000 cubic feet of water supplied; and
 2. Adequate funds shall be maintained to finance the protection of the city's drinking water supply.
 3. Unappropriated funds in the Well Field Protection Fund shall not exceed the limit set forth in § 53.05(C)(1).

Section 13. That Section 54.11 of the Revised Code of General Ordinances be, and hereby is, amended to read as follows:

Section 54.11. Assessment rates and user charge system

- A. Effective January 1, 2020, the annual fee for one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater does not flow directly to the Municipal Separate Storm Sewer System is \$32.21.
- B. Effective January 1, 2020, the annual fee for one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater flows directly to the Municipal Separate Storm Sewer System is \$69.30.
- C. Effective January 1, 2020, the annual rate for all properties other than one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater does not flow directly to the Municipal Separate Storm Sewer System is \$.0165 per square foot of impervious surface area.
- D. Effective January 1, 2020, the annual rate for all properties other than one-family, two-family, and three-family residential properties, having impervious surface area and from which stormwater flows directly to the Municipal Separate Storm Sewer System is \$.0355 per square foot of impervious surface area.
- E. Effective January 1, 2021, the annual fee for one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater does not flow directly to the Municipal Separate Storm Sewer System is \$32.99.
- F. Effective January 1, 2021, the annual fee for one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater flows directly to the Municipal Separate Storm Sewer System is \$70.86.
- G. Effective January 1, 2021, the annual rate for all properties other than one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater does not flow directly to the Municipal Separate Storm Sewer System is \$.0169 per square foot of impervious surface area.
- H. Effective January 1, 2021, the annual rate for all properties other than one-family, two-family, and three-family residential properties, having impervious surface area and from which stormwater flows directly to the Municipal Separate Storm Sewer System is \$.0363 per square foot of impervious surface area.
- I. Effective January 1, 2022, the annual fee for one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater does not flow directly to the Municipal Separate Storm Sewer System is \$33.77.
- J. Effective January 1, 2022, the annual fee for one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater flows directly to the Municipal Separate Storm Sewer System is \$72.42.
- K. Effective January 1, 2022, the annual rate for all properties other than one-family, two-family, and three-family residential properties having impervious surface area and from which stormwater does not flow directly to the Municipal Separate Storm Sewer System is \$.0173 per square foot of impervious surface area.
- L. Effective January 1, 2022, the annual rate for all properties other than one-family, two-family, and three-family residential properties, having impervious surface area and from which stormwater flows directly to the Municipal Separate Storm Sewer System is \$.0371 per square foot of impervious surface area.
- M. For year 2023 and thereafter, unless by amendment, the charges established by this section shall be adjusted annually by the Director beginning January 1 in any given year. In determining the annual adjustment, the Director may utilize the Consumer Price Index (United States Department of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Water and Sewer Maintenance or comparable index if the same is no longer published) as measured by the percent change in the average price index from the third quarter (July-Sept. hereinafter referred to

as the base quarter) of the previous year to the base quarter one year prior; whichever percentage is greater. Prior to any rate adjustment taking effect in accordance with this section, the Director shall cause the new rates to be published electronically and put on file with the Clerk of the Dayton City Commission.

- N. The city may also develop and assess a system of charges or riders designed to recover from all users, their share of the cost of financing capital improvements or other expenditures to the stormwater system, including but not limited to, capital costs associated with the financing of notes and bonds to improve and/or expand the stormwater system of the city and/or capital costs associated with compliance with federal, state, or local environmental regulations. The Water Director shall present the necessity and support for charges or riders in public hearing to the Dayton City Commission and Commission approval is required prior to assessing such charges or riders.

Section 14. That Sections 50.01 through 50.19 of the Revised Code of General Ordinances as previously enacted are hereby repealed.

Section 15. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission....., 2020

Signed by the Mayor....., 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



December 17, 2019

TO: Shelley Dickstein
City Manager

FROM: Barbara J. Doseck *ABD*
City Attorney

SUBJECT: Ordinance Amending Chapter 50 of R.C.G.O. Relating to Water

Attached please find an original and two copies of the Ordinance Amending Chapter 50 of the R.C.G.O.

Should you have any questions or concerns, please contact Amy Blankenship at x4111.

BJD/anb

Cc: File

BY:

NO

AN ORDINANCE

To Vacate Hunter Avenue from Leo Street to Windham Street and the Eastern Eight Feet of the Alley East of Hillrose Avenue from the South Property Line of City Lot #33819 to Windham Street.

WHEREAS, The City Commission did on the 6th day of November, 2019, by Resolution No. 6450-19, declare its intention to vacate Hunter Avenue from Leo Street to Windham Street and the eastern eight feet of the alley east of Hillrose Avenue from the south Property Line of City Lot #33819 to Windham Street; and,

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that Hunter Avenue from Leo Street to Windham Street and the eastern eight feet of the alley east of Hillrose Avenue from the south Property Line of City Lot #33819 to Windham Street be vacated; and,

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

WHEREAS, The vacation of Hunter Avenue from Leo Street to Windham Street and the eastern eight feet of the alley east of Hillrose Avenue from the south Property Line of City Lot #33819 to Windham Street as described herein will enable the abutting property to be consolidated and sold for development; and,

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

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

Section 1. That Hunter Avenue from Leo Street to Windham Street and the eastern eight feet of the alley east of Hillrose Avenue from the south Property Line of City Lot #33819 to Windham Street; being more particularly bounded and described in as follows:

Being all of the 50 foot Hunter Avenue from the 50 foot Leo Street to the 50 foot Windham Street and the eastern 8' of the 16 foot alley east of Hillrose Avenue from the south property line of City Lot #33819 the 50 foot Windham Street is hereby vacated.

Section 2. The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The alley mouth at Windham Street shall be removed and replaced with curb and walk, or a driveway shall be constructed.

All work shall be completed within ninety (90) days of the vacation and to City of Dayton standards.

- C. The street openings at Leo Street and Windham Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within ninety (90) days of the vacation and to City of Dayton standards.
- D. Applicant shall contact Miami Valley Lighting to remove the City of Dayton from billing for the street lights on Hunter Avenue.
- E. Vectren shall retain an easement over, under, and through the Hunter Avenue for its existing gas main. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.
- F. DP&L shall retain an easement over, under, and through the alley east of Hillrose Avenue for its existing electric facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.
- G. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing fire hydrants. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.
- H. Designate and provide fire apparatus access road to the east side of the existing 814 Hillrose Avenue building, and existing fire department sprinkler connection (mid-block in accordance with Ohio Administrative Code Section 1301:7-7-05, Section (C) 503 Fire Apparatus Access Roads).

- I. A turnaround shall be constructed and dedicated for the alley north of Leo Street at Hunter Avenue. Plans for the turnaround shall be submitted to Civil Engineering for review and approval. All work shall be done to City of Dayton standards.

Passed by the Commission,2020

Signed by the Mayor, 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM



December 27, 2019

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer
Division of Civil Engineering

K65

SUBJECT: The Vacation of Hunter Avenue from Leo Street to Windham Street and the Eastern 8' of the Alley East of Hillrose Avenue from the south Property Line of City Lot #33819 to Windham Street

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

Petition No. 21439 requesting the vacation was received from Burkhardt Engineering on October 7, 2019. Resolution No. 6450-19 declaring the Commission's intention to vacate was adopted on November 6, 2019. The Board of Revision of Assessments recommended the vacation on November 25, 2019. The vacation will enable the abutting property owner to develop this property.

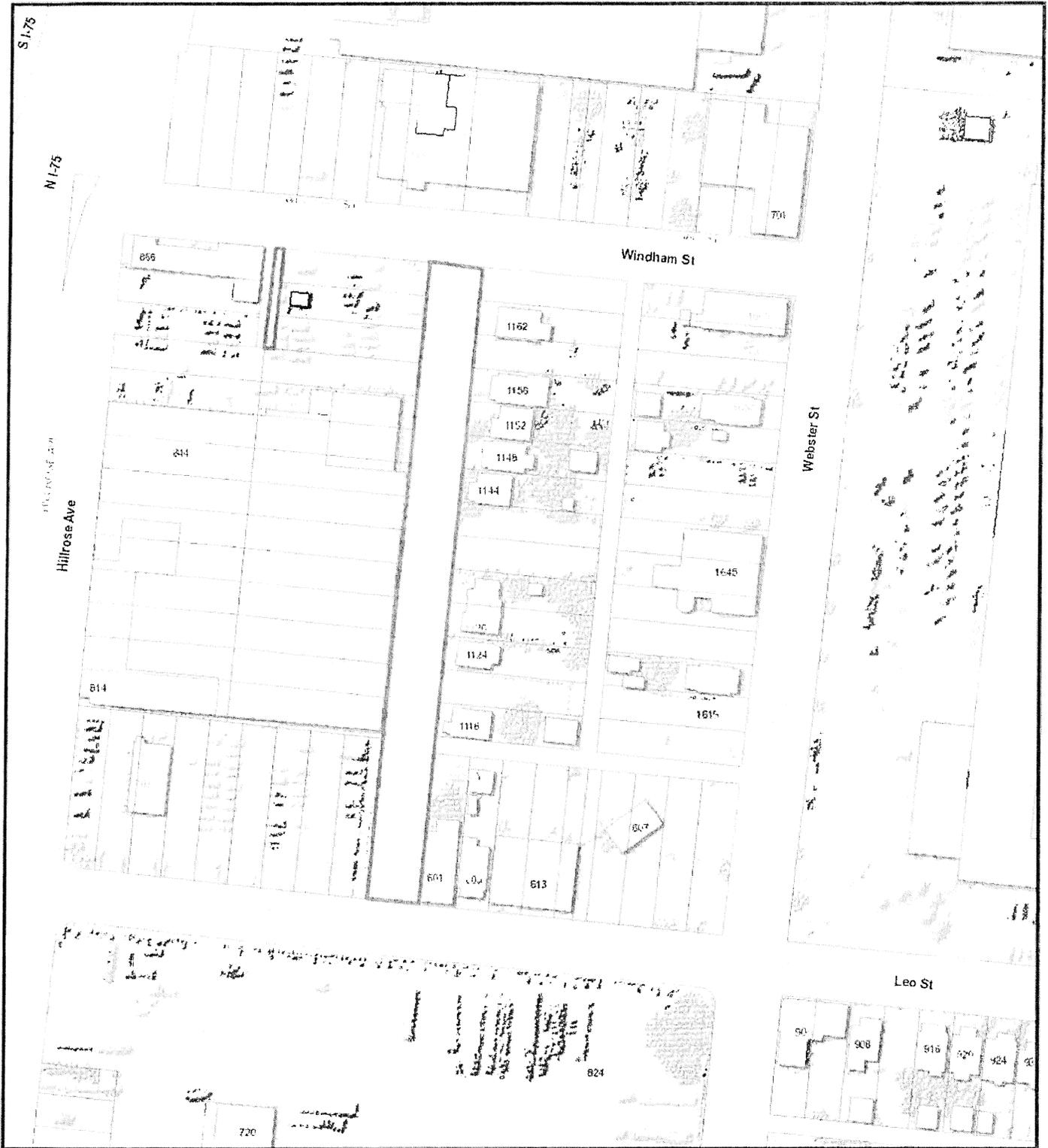
If you have any additional questions, please contact Joe Weinel at extension 4218.

JRW

Attachments

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

Hunter Ave and Eastern 8' of the Alley East of Hunter Ave



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

211 ft