



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JANUARY 13, 2021

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:

FIRE

A1. Vogelpohl Fire Equipment, Inc. (firefighting equipment and related items as needed through 12-31-23) **\$45,000.00**

1. (Cont'd):

WATER

B1. Ferguson Waterworks (PVC pipes, fittings, rubber couplings and related items as needed through 12-31-22) **\$24,000.00**
-Depts. of Fire and Water. **Total: \$69,000.00**

2. **Butler Township – Service Agreement** – for ambulance services at the Dayton International Airport -Dept. of Aviation/AP Aircraft Res & FF.
\$121,808.88
(Thru 1/14/2024)

3. **C.W. Golf Architecture, LLC – Service Agreement** – for the golf bunker project – Dept. of Recreation and Youth Services/Golf.
\$21,000.00
(Thru 12/31/22)

4. **Patricia Bretzfelder DBA Green World – Contract Modification** – for interior plant landscaping at the Dayton International Airport – Dept. of Aviation/AP Facilities & Ops Terminal.
\$14,604.80
(Thru 1/31/22)

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

5. **No. 6561-21** Withdrawing the Objection to the Issuance of Liquor Permit No. 2497784, ELM Growth LLC, 111 W. First St. Ste. 110, Dayton, Ohio 45402; and, Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31860-21

RESOLUTION NO. 6562-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 985-21



City Manager's Report

FORM NO. MS-16

From 2730 – PMB/Procurement

Date January 13, 2021

Expense Type Purchase Order

Supplier, Vendor, Company, Individual

Total Amount \$69,000.00

Name See Below

Address See Below

2021 Purchase Orders

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below
Includes Revenue to the City <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Affirmative Action Program <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Description

FIRE

(A1) P0210466 – VOGELPOHL FIRE EQUIPMENT, INC., ERLANGER, KY

- Firefighting equipment and related items as needed through 12/31/2021.
- These goods are required to maintain and repair City-owned fire apparatus vehicles.
- Twenty-one (21) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB D21004 with pricing through 12/31/2023.
- The Department of Fire requests additional authority of \$30,000.00 through 12/31/2023.
- The Department of Fire recommends acceptance of the low bid(s). Multiple awards are recommended to ensure the best value and supply availability for the City.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2021	General Fund	10000-6340-1301-71	\$15,000.00
2022	General Fund	10000-6340-1301-71	\$15,000.00
2023	General Fund	10000-6340-1301-71	\$15,000.00

Melvin A. Wilson, CRP

Signatures/Approval

Approved by City Commission

Division

Diane L. Johnson 1-5-2021

Department

Shelly B. Johnson

City Manager

_____ Clerk

_____ Date

WATER – WATER UTILITY FIELD OPERATIONS

(B1) P0210351 – FERGUSON WATERWORKS, HARRISON TOWNSHIP, OH

- PVC pipes, fittings, rubber couplings and related items as needed through 12/31/2021.
- These goods are required to maintain the City’s stock for repairs and replacements.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S19002 with pricing through 12/31/2022.
- The Department of Water requests additional authority of \$12,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2021	Water Inventory	53998-3445-1350-54	\$12,000.00
2022	Water Inventory	53998-3445-1350-54	\$12,000.00

The aforementioned departments recommend approval of these orders.



City Manager's Report

J.

From **3223 - Aviation/AP Aircraft Res & FF**

Date **January 13, 2021**

Expense Type **Service Agreement**

Total Amount **\$121,808.88 Thru 01/14/2024**

Supplier, Vendor, Company, Individual

Name **Butler Township**

Address **3510 Sudachi Drive
Dayton, OH 45414-2435**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3223-1159-43	\$121,808.88

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

Description

PROFESSIONAL SERVICES AGREEMENT

The Department of Aviation requests permission to enter into an Ambulance Services Agreement ("Agreement") with the Butler Township Board of Trustees ("Butler") in the amount of \$121,808.88. Under this agreement, Butler shall provide the ambulance services required for the removal of injured or ill persons from the Dayton International Airport for medical treatment.

The Airport does not make patient removals and relies on outside agencies to provide this service. The Butler Township community is adjacent to the Airport and has provided patient removals for over thirty years.

This Agreement is effective for a three (3) year period commencing January 15, 2021 and ending January 14, 2024, and includes one optional two-year renewal. The monthly amount payable for the ambulance services provided under the Agreement is \$3,383.58, billed quarterly at \$10,150.74, for an annual total of \$40,602.96, or a total of \$121,808.88 for three years, not including the optional renewal.

The Department of Law has reviewed and approved the agreement as to form and correctness. A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division *Ch. St. H. for GT*

Department *Shelley Dickstein*

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order:

Contract Start Date	01/15/21
Expiration Date	01/14/24
Original Commission Approval	\$ 121,808.88
Initial Encumbrance	\$ 40,602.96
Remaining Commission Approval	\$ 81,205.92
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ 81,205.92

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>\$ 40,602.96</u> Fund Code <u>51000 - 3223 - 1159 - 43 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALs

Vendor Name: Butler Township

Vendor Address: 3510 Sudachi Drive Dayton, OH 45414-2435
Street City State Zipcode + 4

Federal ID: 316000562

Commodity Code: 7003

Purpose: To provide ambulance transport services at Dayton International Airport

Contact Person: Mike Etter Aviation/ Public Safety 1/6/2021
Department/Division Date

Originating Department Director's Signature: For GIT

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.

 1/8/2021
Finance Director Signature Date

 1/8/2021 CT21-1696
CF Prepared by Date CF/CT Number

1/21/21

 October 18, 2011

AMBULANCE SERVICES AGREEMENT
(City of Dayton - James M. Cox Dayton International Airport)

This Ambulance Services Agreement is made this ____ day of _____, 20 __, between the City of Dayton, Ohio ("Dayton") and Butler Township Board of Trustees, on behalf of its Fire Department ("Butler").

WITNESSETH THAT:

WHEREAS, Dayton owns and operates the improved real property known and referred to as the James M. Cox Dayton International Airport ("Airport"); and,

WHEREAS, Butler, through its Fire Department, provides emergency medical services and ambulance transport for injured and ill persons; and,

WHEREAS, Dayton desires to engage Butler and Butler is willing to provide the necessary ambulance transport and related emergency services at the Airport, as described in this Agreement.

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

1. Butler shall provide the ambulance services required for the removal of injured or ill persons from the Airport. Specifically, the ambulance services to be provided by Butler include, but are not limited to, the following:
 - a. Providing the necessary ambulance(s) and related medical equipment required for the removal of injured or ill persons from the Airport.
 - b. Providing at least two (2) emergency medical technicians ("EMT's") with each ambulance responding to a request for ambulance services at the Airport. It is agreed and understood that all EMT personnel are, at all times, employees or agents of Butler.
 - c. Providing replacement of all "first aid" supplies used by Dayton's Airport Rescue Firefighter personnel on victims removed by Butler, except Butler shall not be responsible for replacement of paramedic related equipment or supplies.
2. It is agreed that Butler will not be required, under this Agreement, to provide ambulance services for special events at the Airport, such as the Air Show.
3. Total annual amount of remuneration in this Agreement by Dayton shall not exceed the sum of Forty Thousand Six Hundred Two Dollars and Ninety-Six Cents (\$40,602.96). Dayton will pay Butler the monthly sum of Three Thousand Three Hundred Eighty-Three Dollars and Fifty-Eight Cents (\$3,383.58) for the ambulance services provided pursuant to this Agreement. Butler shall invoice Dayton for payment not more frequently than on a

quarterly basis. Invoices are payable and due within thirty (30) days from Dayton's receipt thereof.

4. This Agreement shall cover the ambulance services to be provided by Butler during the three (3) year period commencing on January 15, 2021 and ending on January 14, 2024, ("Term"), unless earlier terminated pursuant to this Agreement. This Agreement may be renewed by the mutual agreement of both parties for one term of two (2) years. This Agreement may be terminated by Dayton or Butler Township by giving thirty (30) days advance written notice to either jurisdiction.
5. The parties may request an amendment or modification of this Agreement; provided, however, that no amendment or modification is effective unless it is reduced to writing, executed by a duly authorized representative for each party, and if required or applicable, approved by the governing body of each party.
6. This Agreement represents the entire and integrated agreement between the parties hereto. 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.
7. 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.
8. Each party hereby assumes responsibility for the acts and conduct of the parties' respective employees and agents in the performance of the services, duties and responsibilities set forth herein. Notwithstanding, neither party hereby waives any available immunities under the law.
9. During the term of this Agreement, Butler shall maintain "Ambulance Insurance" or such equivalent policy of insurance, covering ambulance attendant errors or omissions or Butler shall be "self-insured" for such losses and damages that would be covered by such insurance in accordance with the self-insurance requirements of the Ohio Revised Code.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties, each by a duly authorized representative(s), have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

BUTLER TOWNSHIP BOARD OF TRUSTEES

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

 Recoverable Signature

X John Musto for

City Attorney

Signed by: Musto, John

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

_____, 202_

Min. Bk. _____ Pg. _____

Clerk of Commission



City Manager's Report

3,

From 6550 - RYS/Golf

Date January 13, 2021

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Name C.W. Golf Architecture, LLC

Total Amount \$ 21,000.00 thru 12-31-2022

Address 451 Castlebury Drive
Saline, Michigan 48176

Fund Source(s)	Fund Code(s)	Fund Amount(s)
RYS Community Cash Capital	40002-6550-1153-56	\$21,000.00

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

Description

SERVICE AGREEMENT FOR GOLF COURSE BUNKER PROJECT

Recreation and Youth Services is requesting approval of a professional service agreement with C.W. Golf Architecture, LLC in the amount of \$21,000.00, for golf course design, planning and construction oversight with a focus on improving the bunkers at Community Golf Club.

In response to Request for Proposal (RFP No. 20-024RYS), seven proposals were received for the above project on December 3, 2020. C.W. Golf Architecture, LLC was selected because they had the best combination of qualifications and references, pricing, and time line approach to meet the Department of Recreation and Youth Services' objectives.

This agreement commences upon execution by the City and shall terminate on December 31, 2022.

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

A Certificate of Funds is attached.

Kelly Pressel Digitally signed by Kelly Pressel
Date: 2020.12.17 08:54:58 -05'00'

Division

Williams, Robin Digitally signed by Williams, Robin
Date: 2020.12.18 12:41:35 -05'00'

Department

Shelley DeKoster
City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”), dated this ____ day of _____, 202__ is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio (“City”) and C.W. Golf Architecture, LLC (“Consultant”).

WITNESSETH THAT:

WHEREAS, City submitted a Request for Proposal for Professional Design & Construction Administration Services for Community Golf Course Bunker Renovation, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, Consultant responded to the City’s Request for Proposal, setting forth that it is experienced and qualified to provide the professional services for Community Golf Course Bunker Renovation and submitted a proposal regarding the 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 the 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 design & construction administration services for the Community Golf Course bunker renovations, hereinafter referred to as the (“Project”) described in the Request for Proposal No. 20-024RYS, 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 provide design, specifications, and construction administration for a bunker renovation project at Community Golf Course located at 2917 Berkley Avenue, Dayton, Ohio 45409. Both 18-hole courses at Community Golf Course, the Hills and Dales courses, will be included in this project.

Scope of Services:

1. Meet with City staff to review the scope of work, review documentation provided by the City, and discuss Project schedule.
2. Conduct on-site visits to review and analyze the existing bunkers and course conditions.
3. Develop 50% review of design and provide construction renderings. These renderings will be developed for each hole involved in this Project. The Consultant shall provide these renderings to the City that will be used to gather feedback and comments on the proposed renovations.

4. Develop 90% review of design, specifications, and estimate of cost. These documents shall be provided to the City for review and approval prior to final submittal.
5. Present final signed and sealed construction plans, specifications, and estimate of cost to the City for final review and to publically bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg) formats.
 - a. This submission shall also include final drawings and renderings that can be publically displayed and advertised to golfers and City Officials.
 - b. The construction plans and specifications shall also include a course construction sequencing plan to keep the golf courses open for play during construction and limit the number of holes under construction at once.
6. During the public bidding process, the Consultant shall:
 - a. Attend any pre-bid and/or site visit meeting(s).
 - b. Aid in the development of creating and publishing necessary addenda(s).
 - c. Review the bid tab, bid proposal, references, project experience, and any additional information for the apparent low-bidder.
7. During the construction phase, the Consultant shall:
 - a. Attend the pre-construction meeting and any and all progress meetings. It is estimated to have at least one (1) progress meeting per month of construction.
 - b. Answer questions concerning the work, respond to request for information, and prepare bulletins for any changes in the work.
 - c. Review and approve all shop drawings and submittal.
8. Additional, the Consultant shall provide the following additional construction services:
 - a. Provide construction administration services including weekly on-site inspections to verify all work and materials are completed in compliance with the construction contract documents and plans. A report, including pictures, shall be provided to the City after each visit.
 - b. Maintain a contingency log (if applicable) and make recommendations to the City regarding changes to the construction contract.
 - c. Prepare bulletins for owner requested changes in work.
 - d. Ensure "as-built" drawings are prepared and reviewed for accuracy prior to delivering to the City.
 - e. Create and ensure all punch lists are prepared and fully completed prior to acceptance of work.
 - f. If applicable, gather and distribute to the City owner's manuals, warranty information, and any and all necessary closeout documentation.

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.

