



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

MARCH 18, 2020

6:00 P.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearings: **(See Section V)**
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. Motorola Solutions, Inc. (Motorola batteries, parts and repair services for various City owned radios)

\$20,000.00

1. (Cont'd):

INFORMATION TECHNOLOGY

B1. 3SG Plus LLC (renewal of software maintenance services)
\$18,563.07

PLANNING & COMMUNITY DEVELOPMENT

C1. Sinclair Community College (various community engagement events for the Neighborhood Leadership Institute Program as needed through 12-31-20) **12,498.40**

PUBLIC WORKS

D1. Utility Truck Equipment, Inc. (one aerial tower bucket truck) **134,770.00**
D2. Crane 1 Services, Inc. (one free standing crane system including installation services) **36,103.00**
D3. L J DeWeese Company, Inc. (concrete removal and replacement of walkways, sidewalks and curbs) **14,105.00**
D4. Deere & Company (one commercial wide area mower) **52,739.38**
D5. Henderson Products, Inc. (two dump bodies with 14' v-box spreader, snow plows, and hitches including installation services) **250,294.00**
D6. Southeastern Equipment Company (one articulated wheel loader with accessories) **199,083.56**
D7. Truck Country of Indiana, Inc. dba Stoops Western Star of Ohio (two plow trucks) **210,070.00**

WATER

E1. Kendall Electric, Inc. (electrical parts, supplies and related items as needed through 12-31-23) **120,000.00**
E2. Pelton Environmental Products, Inc. (Sulzer - formerly ABS - brand parts and related services as needed through 12-31-20) – PO200262 **20,000.00**
E3. Pelton Environmental Products, Inc. (two Sulzer – formerly ABS – brand VUPX pumps) – PO200759 **210,108.00**
E4. Xylem Water Solutions USA, Inc. (maintenance and repair of Flygt pumps as needed through 12-31-20) **20,000.00**
-Depts. of Fire, Information Technology, Planning & Community Development, Public Works and Water. **Total: \$1,318,334.41**

2. **International Mountain Bicycling Association, Inc. (IMBA) – Service Agreement** – to provide Phase 1 planning and design services for a bike park at Welcome Park – Dept. of Planning & Community Development. **\$19,038.77**
(Thru 12/31/20)

B. Construction Contracts:

3. **ATC Group Services, LLC – Service Agreement** – for consulting services for the Jefferson Street Reconstruction, Springfield Street Reconstruction Phase 3, Wyoming Street Reconstruction Phase 2, Valley Street Realignment, Washington Street Bike Path, and City Hall Basement Areaway Agreement – Dept. of Public Works/Civil Engineering. **\$34,830.00**
(Thru 12/31/22)
4. **Double Jay Construction, Inc. – Award of Contract** – for the Washington Street Bike Path (6% DBE Participation Goal/6% DBE Participation Achieved) (Federal Construction Funds) – Dept. of Public Works/Civil Engineering. **\$438,353.00**
(Thru 08/30/22)
5. **Lithko Restoration Technologies LLC – Award of Contract** – for the Lohrey Recreation Center Pool Deck Structural Concrete Repairs – Dept. of Public Works/Prop. Mgmt. **\$95,000.00**
(Thru 12/31/21)
6. **Montgomery County Engineer – Service Agreement** – first amendment to the Cost Participation Agreement for Keowee Street Bridge Water Main Improvements – Dept. of Water/Water Engineering. **\$55,508.34**
(Thru 12/31/20)

C. Revenue to City:

7. **Michael Weprin – Other** – for Special Use Permit to Install a Fence into the public right-of-way at 520 Dellrose Street – Dept. of Public Works/Civil Engineering. **\$200.00**

E. Other – Contributions, Etc.:

8. **AOMWA c/o Northeast Ohio Regional Sewer Dist. – Other** – for
2020 annual membership – Dept. of Water/Water Reclamation.
\$14,040.00
(Thru 12/31/20)

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading:

9. **No. 31796-20** Repealing Ordinance Number 31346-14 and Describing the Boundaries of the Midpark Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.
10. **No. 31797-20** Enacting Section 30.14 of the Revised Code of General Ordinances Permitting City Commissioners to Attend Commission Meetings Via Electronic Means, Allowing Public Attendance Via Electronic Means, Allowing for Electronic Signatures, and Declaring an Emergency.
11. **No. 31798-20** Authorizing an Adjustment to the Boundary Line Between the City of Dayton, Ohio and the City of Vandalia, Ohio by Agreement of Both Municipalities, Pursuant to Ohio Revised Code Section 709.37, and Declaring an Emergency.

Emergency Resolution – First and Second Reading:

12. **No. 6479-20** Amending the Sanitary Sewer Agreement with the City of Vandalia Regarding the North Dixie Fire Station Property, and Declaring an Emergency.

Ordinances – Second Reading:

13. **No. 31793-20** Authorizing the Acceptance of an Easement from Taylor Summerville Battery Company, Inc. for Construction and Maintenance of a Sanitary Sewer Lift Station.
14. **No. 31794-20** To Vacate the Second Alley South of Stanley Avenue from Valley Street to Brandt Street.

15. **No. 31795-20** Establishing the Boundaries and Controls of the Oregon Designated Outdoor Refreshment Area.

Informal Resolution:

16. **No. 976-20** Accepting the 2020 Recommendation of the Tax Incentive Review Council.

V. PLANNING ACTION

A. PUBLIC HEARINGS:

17. To amend the provisions of Planned Development PD-124 for the Rosa Parks Early Learning Center located at 3705 Lori Sue Avenue to add more parking and update references within the Planned Development to reflect the current Zoning Map and Zoning Code – Case No. PLN2019-00629.
18. To amend the provisions of Planned Development PD-146 for the River’s Edge Montessori School located at 108 Linwood Avenue to add more parking and update references within the Planned Development to reflect the current Zoning Code – Case No. PLN2019-00630.

VI. MISCELLANEOUS:

ORDINANCE NO. 31799-20

RESOLUTION NO. 6480-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 977-20



City Manager's Report

1

From 2730 – PMB/Procurement

Date March 18, 2020

Expense Type Purchase Order

Total Amount \$1,318,334.41

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 <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) P0200756 – MOTOROLA SOLUTIONS, INC., SCHAUMBURG, IL

- Motorola batteries, parts and repair services for various City owned radios.
- These goods and services are required to maintain radios across various City departments.
- Rates are in accordance with the State of Ohio Term Schedule Contract #573077-0.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Radio Maintenance and Repair	10000-6340-1163-72	\$20,000.00

Signatures/Approval

Melissa A. Wilson 3.9.2020

Diane J. Maxson 3.9.2020

[Signature]

City Manager

Approved by City Commission

Clerk

Date

INFORMATION TECHNOLOGY(B1) P0200761 – 3SG PLUS LLC, COLUMBUS, OH

- Renewal of software maintenance services.
- These services are required to maintain and support the City's enterprise OnBase document management system.
- Rates are in accordance with the State of Ohio State Term Contract #533272-3 and Index #STS033.
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Maintenance Agreements	10000-5560-1166-65	\$18,563.07

PLANNING AND COMMUNITY DEVELOPMENT(C1) P0200760 – SINCLAIR COMMUNITY COLLEGE, DAYTON, OH

- Various Community engagement events for the Neighborhood Leadership Institute Program as needed through 12/31/2020.
- These services are for the City sponsored annual training of Dayton residents' for leadership opportunities throughout the City.
- Sinclair Community College is recommended based upon proven past performance; therefore, this purchase was negotiated.
- Sinclair Community College qualifies as a Dayton local entity.
- The Department of Planning and Community Development recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Miscellaneous	10000-2350-1221-33	\$12,498.40

PUBLIC WORKS – CIVIL ENGINEERING(D1) P0200740 – UTILITY TRUCK EQUIPMENT, INC., CIRCLEVILLE, OH

- One (1) 2020 aerial tower bucket truck.
- This vehicle is required to support the daily operations of the Division and will replace Unit #612 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio State Term Contract #800819 and Index #STS515.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	49072-6450-1412-54	\$134,770.00

PUBLIC WORKS – FLEET MANAGEMENT

(D2) P0200742 – CRANE 1 SERVICES, INC., FRANKLIN, OH

- One (1) free standing crane system including installation services.
- These goods and services are required to support the daily operations of the Division.
- Two (2) possible vendors were solicited and two (2) responses were received.
- The Department of Public Works recommends acceptance of the low response.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Maintenance of Facilities	61000-6470-1172-99	\$36,103.00

PUBLIC WORKS – PROPERTY MANAGEMENT

(D3) P0200744 – L J DEWEESE COMPANY, INC., TIPP CITY, OH

- Concrete removal and replacement of walkways, sidewalks and curbs.
- These goods and services are required to replace damaged areas at a local park and a public right-of-way.
- Four (4) possible vendors were solicited and two (2) responses were received.
- L J DeWeese Company, Inc. qualifies as a PEP certified entity.
- The Department of Public Works recommends acceptance of the low response.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Building Improvements	40003-6480-1425-54	\$14,105.00

PUBLIC WORKS – STREET MAINTENANCE

(D4) P0200745 – DEERE & COMPANY, CARY, NC

- One (1) commercial wide area mower.
- This equipment is required to maintain City parks and will replace Unit #2329 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio State Term Contract #800750 and Index #STS515.
- The Department of Public Works 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	Motorized Equipment	49067-6490-1412-56	\$52,739.38

PUBLIC WORKS – STREET MAINTENANCE (CONTINUED)(D5) P0200747 – HENDERSON PRODUCTS, INC., BUCYRUS, OH

- Two (2) dump bodies with 14' v-box spreader, snow plows, and hitches including installation services.
- These goods and services are required to upfit plow trucks to support the seasonal operations of the Division.
- Rates are in accordance with the Sourcewell (formerly NJPA) Contract #080818-HPI.
- The Department of Public Works 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	Motorized Equipment	21000-6430-1412-54	\$125,147.00
2020	Motorized Equipment	49069-6430-1412-54	\$125,147.00

(D6) P0200748 – SOUTHEASTERN EQUIPMENT COMPANY, MONROE, OH

- One (1) 2020 articulated wheel loader with accessories.
- These goods are required to support the daily operations of the Division and will replace Unit #1693 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio State Term Contract #800585 and Index #STS515.
- The Department of Public Works 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	Motorized Equipment	49068-6430-1412-54	\$199,083.56

(D7) P0200746 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS WESTERN STAR OF OHIO, WAPAKONETA, OH

- Two (2) 2021 plow trucks.
- These goods are required to support the daily operations of the Division and will replace Units #1732 and #1733 which will be disposed of in the best interest of the City.
- Rates are in accordance with the Ohio Department of Transportation (ODOT) Contract #023-20.
- The Department of Public Works 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	Motorized Equipment	21000-6430-1412-54	\$105,035.00
2020	Motorized Equipment	49069-6430-1412-54	\$105,035.00

WATER – WATER RECLAMATION(E1) P0200751 – KENDALL ELECTRIC, INC., PORTAGE, MI

- Electrical parts, supplies and related items as needed through 12/31/2020.
- These goods are required to maintain existing electrical equipment and department facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20003N with pricing through 12/31/2023.
- The Department of Water requests additional authority of \$90,000.00 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	55000-3460-1301-54	\$30,000.00
2021	Supplies and Materials	55000-3460-1301-54	\$30,000.00
2022	Supplies and Materials	55000-3460-1301-54	\$30,000.00
2023	Supplies and Materials	55000-3460-1301-54	\$30,000.00

(E2) P0200262 – PELTON ENVIRONMENTAL PRODUCTS, INC., BRECKSVILLE, OH

- Sulzer (formerly ABS) brand parts and related services as needed through 12/31/2020.
- These goods and services are required to maintain operations of the Intermediate and Low Lift Pump Stations and the South Grease Building.
- Pelton Environmental Products, Inc. is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of \$210,000.00 by \$20,000.00 for a total not to exceed \$230,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	55000-3460-1301-54	\$20,000.00

(E3) P0200759 – PELTON ENVIRONMENTAL PRODUCTS, INC., BRECKSVILLE, OH

- Two (2) Sulzer (formerly ABS) brand VUPX pumps.
- These goods are required to replace two (2) existing pumps within the Low Lift Pump Station as part of the Water Department’s pump replacement plan.
- Pelton Environmental Products, Inc. is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Infrastructure	55003-3460-1424-54-SF1606	\$210,108.00

WATER – WATER UTILITY FIELD OPERATIONS

(E4) P0200703 – XYLEM WATER SOLUTIONS USA, INC., MILFORD, OH

- Maintenance and repair of Flygt pumps as needed through 12/31/2020.
- These goods are required to maintain multiple Flygt pumps throughout the City.
- Xylem Water Solutions USA, Inc. is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Equipment Maintenance	55000-3445-1167-54	\$20,000.00

The aforementioned departments recommend approval of this order.



City Manager's Report

From **2390 - Planning & CD / Community Dev**

Date **March 18, 2020**

Expense Type **Service Agreement**

Total Amount **\$19,038.77 (thru 12/31/2020)**

Supplier, Vendor, Company, Individual

Name **International Mountain Bicycling Association, Inc. (IMBA)**

Address **PO Box 20280
Boulder, CO 80308
Attn: Mike Repyak**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Planning & Community Development	40025-2380-1159-31	\$19,038.77

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

Description

Agreement of The City of Dayton and International Mountain Bicycling Association (IMBA) for the Welcome Park Bike Park

The Department of Planning and Community Development is requesting approval to enter into a Professional Services Agreement in the amount of \$19,038.77 with the International Mountain Bicycling Association, Inc. (IMBA) to provide Phase I planning and design services to the City of Dayton for a bike park at Welcome Park. This agreement enables the Department of Planning and Community Development to plan and construct a new community recreation amenity within an existing City park.

This Agreement shall commence upon execution and it shall terminate on December 31, 2020.

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

A Certificate of Funds and a copy of the Professional Services Agreement are attached.

Signatures/Approval

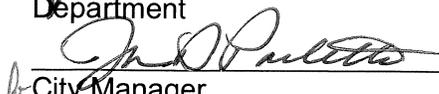
Approved by City Commission



 Division



 Department



 City Manager

Clerk

Date

**AGREEMENT OF
THE CITY OF DAYTON AND INTERNATIONAL MOUNTAIN BIKE ASSOCIATION (IMBA)
FOR THE WELCOME PARK BIKE PARK**

THIS AGREEMENT, entered into this _____ day of _____, 2020, is between THE CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio, hereinafter called "City," and INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION, INC. (IMBA), a foreign nonprofit corporation agency hereinafter called the "Contractor."

WITNESSETH THAT:

WHEREAS, The City and Contractor desire to partner in the design/ build of a bike park facility located in Welcome Park in the City of Dayton, hereinafter called "Project"; and,

WHEREAS, The Project will develop a portion of Welcome Park into a bike park facility that will enhance the City of Dayton's bike culture and create a community riding facility for all ages and abilities; and,

WHEREAS, Contractor will provide both professional trail design and construction services for the Project; and,

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

ARTICLE 1 - SCOPE OF SERVICES

Contractor shall contract with a consultant to provide phase I planning and design services in a manner satisfactory to the City, as set out in Exhibit A "Scope of Design Services," which is attached hereto and incorporated herein. Upon completion of the services set out in Exhibit A, a menu of design options will be presented to the City outlining bike park facility alternatives, construction costs, and future maintenance costs. If the City desires to move forward to a phase II building services, a construction scope of work will be required and presented to the City for review and ultimate amendment to this Agreement. Any stormwater and drainage plan completed during the phase I design will require approval of the City of Dayton Water Department.

Contractor shall ensure that members of the project team performing services under this Agreement shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily possessed and exercised by planning professionals under similar circumstances.

In addition, Contractor shall ensure all work be done in accordance with Construction and Material Specifications of the City of Dayton, dated October 1, 2008 ("Specifications"). For building and/or debris removal, see Items 202.01 through 202.11. 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 work attributable to Contractor's reliance upon or use of data or information furnished by the City or third parties retained by the City.

ARTICLE 2 – INTENT

It is the intent of the City to develop a bike park facility that will enhance the City of Dayton's bike culture and create a community riding facility for all ages and abilities. The City envisions an integrated facility that riders of all ages and abilities can use to improve their skills and enjoy active recreation. The City of Dayton desires that the following elements of the community bike park be designed and constructed at Welcome Park, but understands that per the design development and construction cost refinement, some components may not be able to be constructed within the current budget:

- Entrance gateway and path
- Pumptracks that serve kids, beginners, and intermediate, and advanced riders
- Progression jump zone
- Perimeter natural surface trail with skills feature option
- Irrigation and management of water runoff
- Wayfinding and signage

The City of Dayton and IMBA will strive to complete all of the above elements while working cooperatively together through the design development and construction tasks with the overarching goal of providing a high quality facility and rider experience.

ARTICLE 3 - CITY RESPONSIBILITIES

The City shall provide the Contractor with an address, BPI parcel identification number and/or the lot number for each parcel requiring service.

ARTICLE 4 - COMPENSATION

The City shall contribute to Contractor for Phase I Design Services as outlined in Exhibit A from the City's General funds in an amount of **NINETEEN THOUSAND THIRTY-EIGHT DOLLARS AND SEVENTY-SEVEN CENTS (\$19,038.77)** for the services actually provided by the consultant for the project, in accordance with this Agreement. The City shall contribute to Contractor for total Design and Build Services in from the City's General funds in an amount not to exceed **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)** for the services actually provided by the consultant for the project, in accordance with this Agreement. The City shall pay Contractor for the services provided under this Agreement as follows:

- A) The Contractor shall submit monthly to the City an itemized payment request for work performed in accordance with this Agreement. Invoices will detail the amount of reimbursement request and work completed to date. All materials and equipment shall become property of the City upon payment to the Contractor. City will remit payment to contractor for work performed under the Agreement based on a drawdown schedule

developed by the partners and the Consultant. The City will remit payment to Contractor within thirty (30) days from the City's receipt of the invoice and verification that the service(s) were actually performed.

- B) **Change Orders:** The Director of the Department of Planning & Community Development may, without invalidating this Agreement, order changes in the work, consisting of additions, deletions, or other revisions, which shall be referred to as a "change order." All change orders must be in writing and signed by the Director of the Department of Planning & Community Development. Change orders requiring compensation that would exceed the Agreement amount must be approved by the City of Dayton Commission. The Contractor shall not proceed with any changes in the work or additional work that is not work required by this Agreement without obtaining a written change order signed by the Director of the Department of Planning & Community Development. Failure to obtain such a change order before performing any changed or additional work shall constitute a waiver by the Contractor of any claim for additional compensation. The Contractor understands and agrees that agreement to a change order is final and without reservation of any rights.

The City reserves the right to deposit any disputed funds, payments or claims into an escrow account and to discharge all or any further obligation by the City by reason of such deposit into escrow.

ARTICLE 5 - TERM

This Agreement shall commence upon execution by City and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this agreement, but in any event, all the work and services herein shall be completed and this agreement will terminate on December 31, 2020, unless terminated earlier pursuant to Article 9 of this agreement, or extended by mutual agreement of the parties.

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 Contract and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the work. This Article shall survive early termination or expiration of this Contract, but does not apply to claims, losses, damages or expenses arising out of the maintenance of the Project after its completion.

ARTICLE 7 - STATE, FEDERAL, AND LOCAL LAW AND TAXES

The Contractor must be in good standing with federal, state and local taxing authorities prior to entering this Agreement and maintain compliance during the Contract term. The Contractor shall pay all applicable taxes related to performance of the Services. This shall include, but not

be limited to, income, Social Security, Medicare, and self-employment taxes. The Contractor shall also pay any unemployment contributions related to performance of the Services. The City shall not withhold any taxes or unemployment contributions from payments to the Contractor. The Contractor shall pay any amounts required by law in connection with Workers Compensation. The Contractor shall comply with all applicable federal, state, and local laws and regulations.

ARTICLE 8 - PREVAILING WAGE RATE

The Contractor shall pay the prevailing wage rates of the project locality, as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau to laborers and mechanics performing the work. The Contractor shall comply with the provisions, obligations, and is subject to the remedies and penalties of the Ohio Revised Code § 4115 relating to the payment of prevailing wages. Attached to this Agreement as Exhibit B are the current prevailing rates of wages as ascertained by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. City shall, within seven business days after receipt of a notice of a change in prevailing rates, notify the Contractor of the change. The Contractor shall make the necessary adjustment in the prevailing wage rate and shall pay any wage increase during the term of the Agreement.

Within 10 days of the Contractor being notified to proceed with the Agreement, the Contractor shall provide the City's prevailing wage coordinator a schedule of dates during the term of the Agreement on which wages will be paid to employees working on the project.

The Contractor shall also submit monthly payroll reports with each invoice for payment, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor shall be responsible for submitting all payroll reports of the Contractor's subcontractors, containing the name, address, and social security number or each employee of the Contractor and the Contractor's subcontractors paid for the work. The payroll report shall list the number of hours each employee worked each day on the project during the reporting period, the total hours each week on the project, the employee's hourly rate of pay, job classification, fringe benefits, and all deductions from wages and net pay. The payroll report shall also list each fringe benefit and state if it is paid in cash to the employee or to a named plan. The Contractor and the Contractor's Subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the project.

ARTICLE 9 - INSURANCE

Contractor shall, during the term of this Contract, 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:

Commercial General Liability Insurance, having a limit of \$2,000,000.00 annual aggregate.

Comprehensive Automobile Liability Insurance, having a limit of \$1,000,000 per Occurrence

Contractor shall also comply with all provisions of the Ohio Workers Compensation Act and all rules of the Ohio Bureau of Workers' Compensation. Comprehensive Automobile Liability Insurance shall cover owned, non-owned and hired vehicles. Contractor must procure the required insurance from an insurance company authorized by the Ohio Department of Insurance to do business in the State that has an A.M. Best rating of "A-" or better. Each policy of insurance shall name the City as an additional insured or loss payee, as applicable; provided, however, that such designation shall not cause any claim between Contractor and the City to be waived. Each policy and the respective certificate shall also **provide that no less than thirty (30) days prior written notice** shall be given to the City in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance.

Contractor shall maintain all required insurance throughout the term of the Contract, and provide to the City a certificate of coverage showing that the required insurance is in effect and that the City has been added as an additional insured. Failure to maintain the required insurance shall be cause for termination of the Contract.

Upon execution of this Contract, the Contractor shall furnish the City with a copy of a certificate certifying to the City that such insurance as described in this Article 8 is in effect and that it will not be canceled **without at least fifteen (15) days advanced notice** to the City.

ARTICLE 10 - TERMINATION

This Contract may be immediately terminated in the event of or under any of the following circumstances:

- A. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
- B. Contractor is divested of its rights, powers, and privileges under this Contract by operation of law.
- C. Contractor's failure to comply with any term, covenant or condition of this Contract to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within ten (10) days from the date of written notice from City.
- D. Contractor's violation of any applicable federal, state, or local law applicable to the Project and construction thereof or work required by this Contract.
- E. If, prior to the receipt of any funding from City hereunder and upon giving ten (10) days prior written notice, Contractor desires to terminate this Contract.

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 the Services actually provided up to the date of termination.

Any such termination shall not relieve the Contractor of any liability to the City for damages sustained by virtue of any breach by the Contractor. The City will be under no further monetary obligation or commitment to the Contractor. The City may terminate this contract at any time upon 30 days written notice to the Contractor.

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 11 - GENERAL PROVISIONS

A. Delay In Performance

Neither the City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, 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 Contract, 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 Contract 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 Contract or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. 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 Contract 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 Contract at its option and may bar Contractor from receiving future City contracts.

D. Waiver

A waiver by the City or Contractor of any breach of this Contract 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.

E. Severability

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

F. Independent Contractor

By executing this Contract 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 Contract 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 further acknowledges and agrees that none of its employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

G. Assignment

Contractor shall not assign any rights or duties under this Contract 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 Contract. Nothing contained in this Article shall prevent Contractor from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

H. Third Party Rights

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

I. Amendment

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

J. Political Contributions

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

K. Integration

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

ARTICLE 12 - CONTACTS

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

City of Dayton:
Dept. of Planning & Comm. Dev.
101 W. Third St.
Dayton, Ohio 45402
Attn: Abigail Free
(937) 333-3635
abigail.free@daytonohio.gov

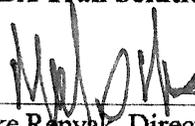
IMBA:
IMBA
PO Box 20280
Boulder, CO 80308
Attn: Mike Repyak
(970) 389-4137
mike.repyak@imba.com

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

CITY OF DAYTON, OHIO

IMBA Trail Solutions

Shelley Dickstein, City Manager



Mike Repyak, Director of Planning and Design

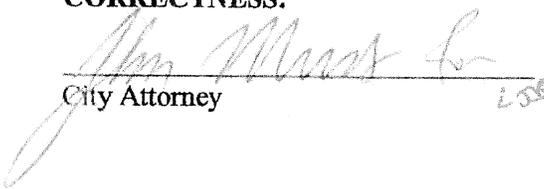
**APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:**

_____, 2020

Min./Bk. _____ Page

Clerk of the Commission

**APPROVED AS TO FORM AND
CORRECTNESS:**



City Attorney LSS

**EXHIBIT A
SCOPE OF SERVICES
IMBA TRAIL SOLUTIONS
WELCOME PARK BIKE PARK**

Project Approach

Our Project Team including; IMBA Trail Solutions, Community Civil Engineers, LLC, Progressive Bike Ramps (PBR), and Rainscapes Irrigation Services will provide a collaborative of design, facilitation, and engineering services through IMBA Trail Solutions staff, PBR, and Community Civil Engineers, LLC's Beavercreek office.

Our streamlined team of bike park specialists and local advantage can ensure that the City of Dayton is fully supported through all portions of the project, from design through construction. The City of Dayton and project stakeholders will be engaged and informed throughout the process to ensure the implementation of a successful project with the available budget that provides rider experiences the local ridership is looking for.

Trail Solutions will lead a design/build process that describes the rider experience objectives; refines the planning done to date with a detailed site plan and list of trail specifications per each bike park component; calculates required material quantities; provides detailed cost options; details required for construction; stormwater management, and erosion control permits; and development of a construction plan that when appropriate utilizes local resources (City of Dayton labor and local materials) while being led by a professional trail building team.

Project Team

IMBA Trail Solutions intends to use a team of skilled Trail Specialist that have over 50 combined years of experience making great trails happen coast to coast along with three sub-consultants providing key services to ensure a successful project. Their complementary skills and experience working together on past projects form a cohesive and productive team.

Sub-Consultants

Trail Solutions plans on including sub-consultants to assist with site detail and bike optimized trail feature development for the Welcome Park Bike Park project:

- **Community Civil Engineers, LLC** – A multi-disciplinary consulting firm with an office in Beavercreek, Ohio, will provide grading and drainage guidelines, engineering of stormwater management infrastructure, and permit compliance support.
- **Progressive Bike Ramps (PBR)** will be involved in the design development; bike optimized pre-fabricated feature selection, manufacturing, and installation.
- **Rainscapes Irrigation Services Inc.**, a Dayton based irrigation-contracting business, will design and install the required water line infrastructure to support park construction and maintenance needs. Rainscapes will also provide design and installation services for landscape improvement and screening zones.

Scope of Work and Fee Estimate

DESIGN SERVICES

TASK 1 – PLANNING REVIEW AND REFINEMENT

The Welcome Park Bike Park Conceptual Plan, completed by IMBA Trail Solutions in May 2015, will be the framework for initial site plan refinement discussions. Trail Solutions will use that plan as the baseline design during Task 1 and will request client authorization if major revisions arise as the plan is ushered through the design development, stormwater discharge and construction permitting, and construction tasks. Trail Solutions, Stantec, and Rainscapes Irrigation Services will meet with City of Dayton staff and stakeholders at Welcome Park to discuss project goals, rider experience objectives, plan constraints/opportunities, overall site circulation, surface water drainage management, irrigation needs, permit requirements, and if there are opportunities for plan improvements.

After the site visit, Trail Solutions will create a site plan overlay showing:

- Specific control points
- Visitor/rider circulation,
- Recommended revisions to current planning
- Initial considerations for stormwater management and erosion control BMPs
- Implementation phasing

A memo will accompany the plan overlay that:

- Recaps the site visit
- Outlines rider experience goals and how trail specifications will provide for the demand
- Describes Bike Park plan refinements
- Stormwater management and erosion control approach
- Phasing approach
- Permitting Requirements
- Updated list of construction costs based on discussions to-date. *Required and premium (asphalt, concrete) cost options as requested.*

The plan overlay and memo will be made available to the City of Dayton Planning Staff and appropriate stakeholders for review and sign-off prior to construction implementation.

Deliverables

- Site visit (Complete.)
- Plan overlay (Complete, should be reviewed at project re-start)
- Plan refinement memo

Task 1 Fee = \$14,050

TASK 2 – Schematic Design

From information gathered during Task 1, the Project Team, will detail the design of each Bike Park component. The Schematic Design plan will include:

- Field-flagged alignments and site layout for each bike park component
- Narratives describing rider experience objectives for each bike park component
- Bike optimized feature inventory
- Draft Trail specifications
- Draft irrigation layout plan
- Draft Grading and drainage recommendations and schematic layout
- Draft list of material amounts, equipment needs, and required resources
- Updated construction cost estimates, *required and premium (asphalt, concrete) cost options as requested.*
- Draft construction timeline
- Signage plan considerations

Deliverables

- Schematic Design Document including topics outlined above.
- Draft Legacy Trail “Phase 1” design document for client review.

Task 2 Fee = \$14,050

TASK 3 – Design Development

The Project Team, will refine the schematic plan based on client feedback and permitting criteria that may require edits to the design done to date.

- Stantec will provide engineering services per City of Dayton staff direction and required stormwater discharge, construction, and erosion control permits.
- Rainscape Irrigation Services will finalize the irrigation and water line design, cost estimates, and installation plan.
- Trail Solutions and PBR will complete the design development of each Bike Park component and overall site.

Design Development plan will include:

- Updated bike optimized feature inventory
- Final Trail specifications
- Final irrigation layout plan
- Grading and drainage design as needed per permitting requirements
- List of material amounts, equipment needs, and required resources
- Updated construction cost estimates, *required and premium (asphalt, concrete) cost options as requested*

- Updated construction timeline

Deliverables

- Design Development Plan

Task 3 Fee = \$13,500

TOTAL ESTIMATED DESIGN SERVICES FEE = \$41,600

ADDITIONAL SERVICES

Maintenance and Operations Plan

Trail Solutions has provided Maintenance and Operations (O&M) plan for Bike Park facilities. Topics covered in these plans are strongly recommended to guide the management of the Welcome Park Bike Park facility.

Topics include:

- Risk Management
- Signage
- Volunteer Management
- Bike Park Inspection
- Bike Park Maintenance
- Trail Closings
- Maintenance Materials and Tools
- Incident/Accident Reporting
- Inspection Schedule
- Assessment, Inventory, and Signage Examples

When referring to the Conceptual Plan, Trail Solutions estimates an O&M budget for a Bike Park of this size to range from \$23,000 to \$30,000 annually.

Fee = \$5,000 - \$8,000 to develop a typical Maintenance and Operations plan.

Performance Bonding

If bonding is required, Trail Solutions is able to provide as such. Note that performance bonding will add 4-5% to the cost of Bike Park components that the City of Dayton requires to be bonded. The bonding cost estimates offered at this time are based on assumptions detailed in the following table.

Potential Services

Geotechnical Investigation

Ohio Soils (typically clay, loam clay, silty clay) have very low permeability rates. A geotechnical investigation may be required to inform the stormwater discharge analysis, which determines infiltration rates and stormwater detention requirements. This testing

will also provide data to determine the amount of sub-grade drainage required for bike park features. Soil borings typically costs about \$100 per vertical foot of boring. A site like Welcome Park would likely need 4-5 borings approx. 5-10 feet deep.

Rain Gardens and Bioswales Operations and Maintenance Plan

Stantec Engineers expect to design rain gardens and/or bioswales in conjunction with the stormwater management plan. These components improve water quality, are EPA and City of Dayton requirements, and are designed to meet 20% water quality volume requirement. Additionally, Rain Gardens may satisfy some aspects of landscape requirements. Rain gardens & bioswales need continual maintenance to function properly. Similar to Bike Parks, rain gardens and bioswales benefit from an operations and maintenance plan. If they are not maintained regularly, they will eventually fail to function appropriately.

Quality Control Plan

Quality control mechanisms will be developed during the design phase for each element and agreed upon by both parties. These would be derived from the trail and construction specifications similar to those that we use to administer bidding and contracts for other projects.

Warranty Information and Guarantees

Typically, a one-year warranty is offered with exclusions for extreme weather events, lack of maintenance, and improper use. Routine maintenance will be required to keep the trail in as built condition. Issues resulting in failure to manage wet areas, wet weather closures, and proper revegetation/stabilization will not be considered warrantable.



City Manager's Report

3.

From 6450 - PW/Civil Engineering

Date March 18, 2020

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$34,830.00 (thru 12/31/2022)

Name ATC Group Services, LLC

Address 5000 Hempstead Station Drive
Dayton, Ohio 45429

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Jefferson St Reconstruction	41228-6450-1159-54	\$9,550.00
Springfield St Recon Phase 3	41480-6450-1159-54	\$5,090.00
Wyoming St Recon Phase 2	41232-6450-1159-54	\$6,000.00
Valley St Realignment	41479-6450-1159-54	\$6,350.00
Washington St Bike Path	41493-6450-1159-54	\$4,200.00
City Hall Basement Areaway	49005-6480-1425-54	\$3,640.00

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

Description

JEFFERSON STREET RECONSTRUCTION, SPRINGFIELD STREET RECONSTRUCTION PHASE 3, WYOMING STREET RECONSTRUCTION PHASE 2, VALLEY STREET REALIGNMENT, WASHINGTON STREET BIKE PATH, AND CITY HALL BASEMENT AREAWAY AGREEMENT FOR CONSULTING SERVICES

The Department of Public Works requests permission to enter into an agreement with ATC Group Services, LLC to perform the construction testing in connection with the Jefferson Street Reconstruction, Springfield Street Reconstruction Phase 3, Wyoming Street Reconstruction Phase 2, Valley Street Realignment, Washington Street Bike Path, and the City Hall Basement Areaway projects. The consultant will perform all necessary construction testing.

This construction testing is being funded by OPWC Issue I, Federal STP, Federal CMAQ, and Federal TA funds. Three companies submitted proposals with ATC Group Services, LLC submitting the lowest fee of \$34,830.00.

The agreement commences upon execution by the City and shall terminate on December 31, 2022. The agreement has been approved by the Law Department as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division

Keith Stuber for

Department

J.P. Paulino

City Manager

Clerk

Date

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (“Agreement”), dated this ____ day of _____, 2020 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) ATC Group Services, LLC. (“Consultant”).

WITNESSETH THAT:

WHEREAS, The City intends to perform roadway and other improvements as part the Jefferson Street Reconstruction, Springfield Street Reconstruction Phase 3, Wyoming Street Reconstruction Phase 2, Valley Street Realignment, Washington Street Bike Path, and the City Hall Basement Areaway Projects (“Project”); and,

WHEREAS, The City requires certain soil observation and concrete and asphalt testing services in connection with the Project (“Services”); and,

WHEREAS, Consultant is a skilled, experienced and competent consulting firm with the personnel and equipment to perform the professional Services set forth hereinafter for the City’s Department of Public Works.

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

ARTICLE 1- SERVICES TO BE PERFORMED

Consultant shall perform the soil observation and concrete and asphalt testing Services for the Project as described in Exhibit A, attached hereto and incorporated as if fully rewritten herein.

All Services to be performed under this Agreement shall be in compliance with all applicable federal, state and local laws, regulations and orders and professional standards.

ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed Thirty-Four Thousand Eight Hundred Thirty Dollars and Zero Cents (\$34,830.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the rates for each service to be provided as set forth in the Proposal dated January 21, 2020, attached as Exhibit A. Consultant may submit invoices to City for partial payment on a monthly basis.

ARTICLE 3- TERM

This Agreement shall commence upon execution by City and shall terminate on December 31, 2022, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 4 of this Agreement.

ARTICLE 4- 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 5- INDEMNIFICATION

Consultant agrees to defend, indemnify, and hold harmless City, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the Consultant's performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Consultant or its employees, agents, and representatives.

This Article shall survive early termination or expiration of this Agreement

ARTICLE 6- INSURANCE

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

- (1) General/Comprehensive liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and
- (2) Automobile liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident; and
- (3) Workers' compensation insurance, in such amounts as required by Ohio law, and Employer's liability insurance with a limit of Five Hundred Thousand Dollars (\$500,000) for each occurrence; and
- (4) Professional liability, with a minimum annual aggregate of Five Hundred Thousand Dollars (\$500,000); and
- (5) Errors and omissions insurance in the amount of Five Hundred Thousand Dollars (\$500,000), to protect the City from any errors that Consultant or his/her employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

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

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

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

ARTICLE 7- STANDARD OF CARE

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

If, during the one (1) year period following the completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 8- COMMUNICATIONS

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

Consultant: ATC Group Services, LLC
5000 Hempstead Station Drive
Dayton, Ohio 45429
Attention: Mark Beasley

City: City of Dayton
Department of Public Works
101 West Third Street
Dayton, Ohio 45402
Attention: Director of Public Works

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

ARTICLE 9- NON DISCRIMINATION

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, sexual orientation, gender identity, 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 10- 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 11- 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 12- 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 Consultant will be providing all Services to City as an "independent contractor." As an independent contractor for City, Consultant will be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant 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.

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 and federal taxes and Workers' Compensation Insurance. Consultant is not a "public employee for the purpose of 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 Exhibit A 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

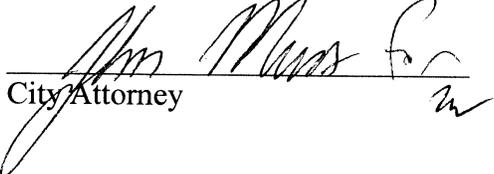
ATC GROUP SERVICES, LLC

City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



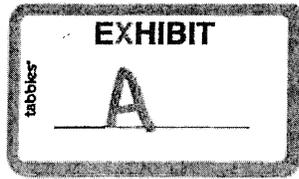
City Attorney

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

_____, 20__

Min./Bk. _____ Pg. _____

Clerk of the Commission



Jefferson Street Reconstruction

TESTING FIRM: ATC Group Services, LLC

DATE: January 21, 2020

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	30 Hrs	\$32.00	\$960.00
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	\$70.00	\$140.00
S-3	Gradation analysis (includes sampling).	2 Each	\$45.00	\$90.00
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	10 Hours	\$35.00	\$350.00
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	50 Sets	\$160.00	\$8,000.00
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	10 Beams	\$1.00	\$10.00
			Total Bid	\$9,550.00

Springfield Street Reconstruction Phase 3

TESTING FIRM: ATC Group Services, LLC

DATE: January 21, 2020

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	30 Hrs	<u>\$32.00</u>	<u>\$960.00</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>\$70.00</u>	<u>\$140.00</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>\$45.00</u>	<u>\$90.00</u>
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	20 Hours	<u>\$35.00</u>	<u>\$700.00</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	20 Sets	<u>\$160.00</u>	<u>\$3,200.00</u>

Total Bid \$5,090.00

Wyoming Street Reconstruction Phase 2

TESTING FIRM: ATC Group Services, LLC

DATE: January 21, 2020

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	30 Hrs	<u>\$32.00</u>	<u>\$960.00</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>\$70.00</u>	<u>\$140.00</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>\$45.00</u>	<u>\$90.00</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	30 Sets	<u>\$160.00</u>	<u>\$4,800.00</u>
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	10 Beams	<u>\$1.00</u>	<u>\$10.00</u>
			Total Bid	<u>\$6,000.00</u>

Valley Street Realignment

TESTING FIRM: ATC Group Services, LLC

DATE: January 21, 2020

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	30 Hrs	<u>\$32.00</u>	<u>\$960.00</u>
S-2	Proctor curve (moisture density modified method ASTM D-1557).	2 Each	<u>\$70.00</u>	<u>\$140.00</u>
S-3	Gradation analysis (includes sampling).	2 Each	<u>\$45.00</u>	<u>\$90.00</u>
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	10 Hours	<u>\$35.00</u>	<u>\$350.00</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	30 Sets	<u>\$160.00</u>	<u>\$4,800.00</u>
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	10 Beams	<u>\$1.00</u>	<u>\$10.00</u>
			Total Bid	<u>\$6,350.00</u>

Washington Street Bike Path

TESTING FIRM: ATC Group Services, LLC

DATE: January 21, 2020

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	20 Hrs	<u>\$32.00</u>	<u>\$640.00</u>
S-4	Plant inspection, testing and all Necessary reports in conformance With ODOT Specifications	10 Hours	<u>\$35.00</u>	<u>\$350.00</u>
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	20 Sets	<u>\$160.00</u>	<u>\$3,200.00</u>
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	10 Beams	<u>\$1.00</u>	<u>\$10.00</u>
			Total Bid	<u>\$4,200.00</u>

City Hall Basement Areaway

TESTING FIRM: ATC Group Services, LLC

DATE: January 21, 2020

Item No.	Description	Quantity	Unit Price	Total
S-1	Observation and Testing Services for subgrade, and embankment material with nuclear density gauge.	10 Hrs	\$32.00	\$320.00
S-2	Proctor curve (moisture density modified method ASTM D-1557).	1 Each	\$70.00	\$70.00
S-3	Gradation analysis (includes sampling).	1 Each	\$45.00	\$45.00
S-5	Make, cure and test concrete cylinders. Including molds, pick up and testing. Four cylinders per set. Including slump and air tests.	20 Sets	\$160.00	\$3,200.00
S-6	Make, cure and test concrete Beams. Including molds, pick up, and testing. Including slump and air tests.	5 Beams	\$1.00	\$5.00 \$5.00

Total Bid \$3,640
\$3,645.00



City Manager's Report

4.

From 6450 - PW/Civil Engineering

Date March 18, 2020

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$438,353.00 thru 8/30/2022

Name Double Jay Construction, Inc.

Address 25 Harrisburg Drive
Englewood OH 45322

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Washington St Bike Path	41493-6450-1424-54	\$342,453.00
2020 Infras Washington St Bike Path	49029-6450-1424-54	\$ 95,900.00

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

Description

**WASHINGTON STREET BIKE PATH
(6% DBE PARTICIPATION GOAL / 6% DBE PARTICIPATION ACHIEVED)
(FEDERAL CONSTRUCTION FUNDS)**

This project is for the construction of a bike path on Washington Street, from the Washington Street Bridge to Perry Street. Work includes new sidewalk, curb, storm catch basins, asphalt work, and other work incidental thereto.

Three bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Double Jay Construction, Inc., in the amount of \$438,353.00. This amount includes the base bid in the amount of \$421,248.00, Alternate No. 1, Storm Sewer, in the amount of \$10,060.00, Alternate No. 2, Drive at Longworth Street, in the amount of \$5,745.00, and Alternate No. 3, Excavation Base, in the amount of \$1,300.00. The estimated cost for the project was \$400,000.00. The time bid for completion is August 30, 2020.

This project is being funded using Federal Construction Funds.

A Certificate of Funds, Tabulation of Bids, ODOT DBE Affirmation, Bid Form from the firm recommended for award, and location map are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

Dayton, Ohio

Bid Tabulation For: Washing Street Bike Path

Department of Public Works

(6% DBE Participation Goal) (Federal Construction Funds)

Bid Opening Date:

Cost Estimate:

Estimated Time
Of Completion:

February 6, 2020

\$400,000.00

August 30, 2020

<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>* Double Jay Construction, Inc.</u>	<u>\$421,248.00</u>	<u>-0-</u> August 30, 2020	<u>\$421,248.00</u>
<u>L.J. DeWeese Co., Inc.</u>	<u>\$422,258.50</u>	<u>-0-</u> August 30, 2020	<u>\$422,258.50</u>
<u>Adleta Construction</u>	<u>\$485,638.25</u>	<u>-0-</u> August 30, 2020	<u>\$485,638.25</u>
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*Awarded
Revised 9/14/98

The DBE Plan for the subject project is acceptable as follows: Prime Contract Amount **\$438,893.00 x 6%**
= \$26,333.58

The DBE Goal will be met with participation from:

Key Cable and Supply supplying conduits and pull boxes in the amount of \$3,200.00

First Star Safety providing partial traffic maintenance (border & detour signs) in the amount of \$7,775.00

Crystal Brook performing erosion control, storm water pollution prevention plan, weekly and monthly inspections in the amount of \$6,500.00

JLM Trucking performing trucking services/removal/hauling from project site to 2 other locations in the amount of \$10,168.00

Please remember that the DBE Goal is a percentage of the overall contract. If the project increases or decreases the dollar amount of the DBE Goal may change accordingly. Please let the district CCO and myself know if you should have any changes to the DBE Plan for the subject project.

As far as DBE goal is concerned you may now proceed with contract signing. Within 30 days of the prime contract execution (or before the date the DBE sub needs to start work – whichever comes first) the prime needs to have executed sub agreements/purchase orders for all DBEs submitted to the District CCO- (included in this email) for review and acceptance.

Julie Dick

Goal Attainment Coordinator

ODOT Division of Opportunity, Diversity & Inclusion

1980 W. Broad Street, MS: 3270, Columbus, Ohio 43223

(p) 614.644.5649; (m) 614.512.8895

transportation.ohio.gov



CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid Washington Street Bike Path
6% DBE Participation

Bidder Double Jay Construction, Inc

25 Harrisburg Dr

Englewood, OH 45322

Ph/Fax (937)832-3123/832-2596

Washington Street Bikepath (#6642652)

Owner: City of Dayton Ohio

Solicitor: Dayton Ohio, City of

02/06/2020 12:00 PM EST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Double Jay Construction Inc.	
						Unit Price	Extension
Washington Street							\$393,748.00
	1	202	Alley Mouth Removed	S.Y.	20	\$23.00	\$460.00
	2	202	Sidewalk Removed	S.F.	6100	\$0.95	\$5,795.00
	3	202	Catch Basin Removed	EACH	3	\$374.00	\$1,122.00
	4	202	Curb Removed	L.F.	1500	\$6.00	\$9,000.00
	5	202	Driveway Removed	S.F.	3020	\$1.70	\$5,134.00
	6	202	Grind Ex. 2" Pavement	S.Y.	4080	\$4.00	\$16,320.00
	7	202	Traffic Island Removed	S.Y.	30	\$26.00	\$780.00
	8	202	Pavement Removed (Asphalt on Concrete)	S.Y.	600	\$21.70	\$13,020.00
	9	202	Pedestal Removed	EACH	2	\$199.00	\$398.00
	10	203	Excavation	C.Y.	30	\$30.30	\$909.00
	11	203	Excavation, including Embankment	C.Y.	20	\$53.00	\$1,060.00
	12	ODOT 302	6" Asphalt Concrete Base	C.Y.	20	\$388.80	\$7,776.00
	13	304	Aggregate Base	C.Y.	40	\$68.85	\$2,754.00
	14	407	Tack Coat (0.075 GAL/ SYS) 2" Asphalt Concrete, Surface Course,12.5 mm, Type	GAL	310	\$6.50	\$2,015.00
	15	ODOT 442	A, PG 70-22M (448)	TONS	460	\$108.00	\$49,680.00
	16	452	Plain Concrete Alley Mouth, MS	S.Y.	20	\$79.00	\$1,580.00
	17	453	Concrete Driveway, MS	S.F.	3020	\$8.00	\$24,160.00
	18	608	Concrete Walk, 4"	S.F.	11000	\$4.62	\$50,820.00
	19	608	Concrete Curb Ramp, 7"	S.F.	1000	\$11.35	\$11,350.00
	20	609	Barrier Curb	L.F.	1000	\$25.20	\$25,200.00
	21	612	Traffic Island, 6"	S.Y.	30	\$116.70	\$3,501.00
	22	614	Maintaining Traffic	LUMP	1	\$39,162.00	\$39,162.00
	23	623	Construction Layout Stakes	LUMP	1	\$5,670.00	\$5,670.00
	24	625	3" PVC Conduit, Concrete Encased	L.F.	2280	\$9.15	\$20,862.00
	25	625	Pullbox, Quazite, 17"x30"x36"	EACH	1	\$918.00	\$918.00

26	625	Pullbox, Quazite, 24"x30"x36"	EACH	1	\$1,512.00	\$1,512.00
27	625	Pullbox, 725.08, 18"	EACH	4	\$756.00	\$3,024.00
28	625	Trench	L.F.	2330	\$8.10	\$18,873.00
29	625	1.5" Rigid Conduit	L.F.	45	\$10.80	\$486.00
30	625	Ground Rod	EACH	1	\$162.00	\$162.00
31	632	Vehicular Signal Head, (LED), 5-Section, 12" Lens, 1-Way Messenger Wire, 7 Strand, 5/16" Diameter With	EACH	1	\$1,404.00	\$1,404.00
32	632	Accessories	L.F.	160	\$21.60	\$3,456.00
33	632	Signal Cable, 3 conductor, No. 14 AWG	L.F.	210	\$2.15	\$451.50
34	632	Signal Cable, 5 conductor, No. 14 AWG	L.F.	130	\$2.70	\$351.00
35	632	Signal Cable, 7 conductor, No. 14 AWG	L.F.	60	\$4.35	\$261.00
36	632	Pedestrian Signal Head, (LED), Countdown, Type D2	EACH	8	\$486.00	\$3,888.00
37	632	Detector Loop	EACH	6	\$1,512.00	\$9,072.00
38	632	Loop Detector Tie-Ins	EACH	6	\$129.00	\$774.00
39	632	Pedestrian Pushbutton, As Per Plan	EACH	2	\$378.00	\$756.00
40	632	Interconnect Misc.; Fiber Optic Splice Enclosure (Under Grade or Ariel), As Per Plan	EACH	1	\$918.00	\$918.00
41	632	Interconnect Misc.; Reuse Fiber Optic Splice Enclosure	EACH	1	\$162.00	\$162.00
42	632	Interconnect Misc.; Fan-Out Kit, 12 Fiber, As Per Plan	EACH	3	\$92.00	\$276.00
43	632	Interconnect Misc.; Fiber Optic Cable, 12 SM, As Per Plan	L.F.	50	\$6.50	\$325.00
44	632	Interconnect Misc.; Fiber Optic Cable, 48 SM, As Per Plan	L.F.	330	\$13.00	\$4,290.00
45	632	Interconnect Misc.; Fiber Optic Fusion Splices, As Per Plan	EACH	8	\$151.00	\$1,208.00
46	632	Interconnect Misc.; Fiber Optic Cable Removed Interconnect Misc.; Fiber Optic Cable Slack	L.F.	310	\$3.25	\$1,007.50
47	632	Installation, As Per Plan	EACH	3	\$324.00	\$972.00
48	632	Interconnect Misc.; Fiber Optic Connector, Singlemode, As Per Plan	EACH	8	\$151.00	\$1,208.00
49	632	Interconnect Misc.; Fiber Optic Cable Testing, As Per Plan	LUMP	1	\$2,160.00	\$2,160.00

50	632	Strain Pole Foundation, As Per Plan	EACH	1	\$4,536.00	\$4,536.00
51	632	Pedestal Foundation	EACH	1	\$810.00	\$810.00
		Loop Detector Lead-In Cable, 2 Conductor, No. 14				
52	632	AWG	L.F.	816	\$1.95	\$1,591.20
53	632	Pedestal, 8', As Per Plan	EACH	1	\$972.00	\$972.00
		Signalization, Misc., Junction Box, PVC, 8"x8", As Per				
54	632	Plan	EACH	2	\$194.00	\$388.00
55	644	Center Line (double yellow) (4"-4"-4")	L.F.	750	\$2.25	\$1,687.50
56	644	Stop Line (24")	L.F.	130	\$6.50	\$845.00
57	644	Crosswalk Line (6")	L.F.	448	\$2.90	\$1,299.20
58	644	Channelizing Line (8")	L.F.	410	\$2.70	\$1,107.00
59	653	Topsoil Furnished and Placed, (4")	C.Y.	20	\$50.75	\$1,015.00
60	659	Hydroseeding	S.Y.	240	\$7.70	\$1,848.00
61	810	Excavation and Backfill for 12" pipe	L.F.	50	\$62.85	\$3,142.50
62	821	Reinforced Concrete Pipe, 12" Storm	L.F.	50	\$15.55	\$777.50
63	831	Catch Basin, Type 3	EACH	3	\$2,958.00	\$8,874.00
64	834	Storm Connection, 12"	EACH	1	\$1,085.00	\$1,085.00
65	ODOT 832	Stormwater Pollution Prevention Plan	LUMP	1	\$4,320.10	\$4,320.10
66	836	Manhole Adjusted to Grade	EACH	8	\$341.00	\$2,728.00
67	836	Valve Adjusted to Grade	EACH	1	\$171.00	\$171.00
68	SPL	Work Involving Petroleum Contaminated Soil	TONS	0.5	\$216.00	\$108.00
Fixed Price Items						\$27,500.00
69	ODOT 832	Temporary Erosion Control Allowance	LUMP	1	\$2,500.00	\$2,500.00
70	SPL	Contingency	LUMP	1	\$25,000.00	\$25,000.00
Alternate No. 1: Storm Sewer						\$10,060.00
71	810	Excavation and backfill for 12" Pipe	L.F.	110	\$48.30	\$5,313.00
72	821	Reinforced Concrete Pipe, 12" Storm	L.F.	110	\$14.40	\$1,584.00
73	831	Catch Basin, C	EACH	1	\$2,609.00	\$2,609.00
74	834	Storm Connection, 12"	EACH	1	\$554.00	\$554.00
Alternate No. 2: Drive at Longworth Street						\$5,745.00
75	202	Sidewalk Removed	S.F.	500	\$1.15	\$575.00
76	202	Curb Removed	L.F.	100	\$6.20	\$620.00
77	304	6" Aggregate Base	C.Y.	5	\$70.00	\$350.00
78	453	Concrete Driveway, MS	S.F.	500	\$8.40	\$4,200.00

Alternate No. 3: Excavation and Base

79	203	Excavation	S.Y.	100	\$6.00	\$1,300.00
80	304	Aggregate Base	C.Y.	10	\$70.00	\$600.00

Alternate No. 4: Extra Sidewalk Replacement

81	202	Sidewalk Removed	S.F.	500	\$1.15	\$3,616.00
82	202	Curb Removed	L.F.	55	\$6.20	\$575.00
83	304	6" Aggregate Base	C.Y.	5	\$70.00	\$341.00
84	608	Concrete Walk, 4"	S.F.	500	\$4.70	\$350.00

Base Bid Total: \$421,248.00

Contract Number: 6642652
Contractor ID: 6614873
Bond ID: SOH20314491
BondType: 0001
BondForm: Bid Bond in accordance with Contract Specifications
BidDate: 2/6/2020
JobDescription: Washington Street Bike Path
BidSecurity: Ten Percent of Total Amount Bid (10%)
BidSecurityPercent: 10
BidSecurityMaximum:

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

Double Jay Construction, Inc

State of Incorporation

OHIO

Name and Title of
Officers with Authority
to Sign Contract

Ron Blair, President Randy Blair, VP

Lee Overturf, Asst VP Kelly Long Asst VP

Home Office Address

25 Harrisburg Dr Englewood, OH 45322

Local Address

25 Harrisburg Dr Englewood, OH 45322

Telephone (937) 832-3123 Fax (937) 832-2596

E-mail ron@doublejayinc.com

Federal I.D.#

34-1184875

Dated this 6 day of February, 2020

Bidder: Double Jay Construction, Inc
(Person, Firm, or Corporation)

By: Ron Blair

Title: Ron Blair, President

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he has , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must select the appropriate "has or has not" above.*

Contractor Qualifications

Contractor is prequalified with Ohio Department of Transportation to perform

work? Yes No

Prime contractor will perform 51 percent of base bid.

Prime contractor is required to perform no less than 30 percent of the total contract price.

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, Ron Blair hereby certify that
(print name – an Officer of the company)

Double Jay Construction, Inc meets the following Contractor requirements
(company)
relating to this City of Dayton construction project.

Check All That Apply:

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

By: 
(signature)

Title: Ron Blair, President

Date: Feb 6, 2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

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

Health Insurance

Life Insurance

Pension

Vacation

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

N/A

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

WAGNER PAVING

OGLESBY CONSTRUCTION

REESE ELECTRIC

FIRST STAR SAFETY

CRYSTAL BROOK

JLM TRUCKING

A + A SAFETY

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

STATE OF OHIO,
COUNTY OF Montgomery, ss:

Ron Blair being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Double Jay Construction, Inc (“the Contracting Party”).

2. The Contracting Party is a/an (select one):

Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

Corporation organized and existing under the laws of the State of OHIO.

Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: 

Title: Ron Blair, President

**CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE SUBMITTED WITH THE BID**

STATE OF OH)
COUNTY OF Montgomery) SS:

Ron Blair, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)

Double Jay Construction, Inc that
(business or organization name)

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid.

(3) Such offering is genuine and is not a collusive or sham offering

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from offering in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dayton, its employees, or citizens.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including the affiant.



SIGNED
Ron Blair, President

TITLE

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Washington Street Bike Path Dayton Ohio
NAME LOCATION

During the performance of this contract:

Double Jay Construction, Inc	25 Harrisburg Dr Englewood, Oh 45322	(937)832-3123/832-2596
<small>CONTRACTOR</small>	<small>ADDRESS</small>	<small>TELEPHONE / FAX</small>

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.

c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.

g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.

h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.

i) The contractor shall validate all tests and other selection requirements.

j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.

k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.

l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.

m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Double Jay Construction, Inc

(Contractor) certifies

that:

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

LABORER

OPERATOR

TRUCK DRIVER

CONCRETE FINISHER

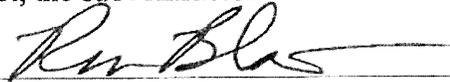
PIPE LAYER

ELECTRICIAN

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

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

DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:

- *An executed DBE Participation Form (Letter of Intent) for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal, and*
- *Documentation of your good faith efforts, if applicable.*

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the DBE participation requirements of the Bid Specification in the following manner:

(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

The Bidder has secured enough DBE participation to meet or exceed the project's DBE participation goal.

The Bidder is committed to a minimum of 6.01 % DBE participation on this project, as described on the enclosed DBE Participation Form(s).

The Bidder made good faith efforts to meet the project's DBE participation goal but was unable to do so.

However, the Bidder is committed to a minimum of _____ % DBE participation on this project, as described on the enclosed DBE Participation Form(s). The Bidder is also enclosing documentation of its good faith efforts with this Bid.

SECTION 2: BIDDER'S SIGNATURE



(Signature of Bidder's Authorized Agent)

01/15/2020

(Date)

Ron Blair

(Printed Name of Bidder's Authorized Agent)

President

(Title of Bidder's Authorized Agent)

Double Jay Construction, Inc

(Bidding Firm's Name)

DBE PARTICIPATION FORM (LETTER OF INTENT)

Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.

SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: Double Jay Construction, Inc
 Address: 25 Harrisburg Drive
 City: Englewood State: OH ZIP: 45322
 Telephone: (937) 832-3123 Email: ron@doublejayinc.com

SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: Crystal Brook, LLC
 DBE Firm's Tax ID#: 27-2319182
 Address: 2045 N. Montgomery Co. Line Rd.
 City: Tipp City State: OH ZIP: 45371
 Telephone: 937-572-4448 Email: asiefiring@crystalbrook.co
 Name of Project: MOT-WASHINGTON STREET BIKE PATH.

Type(s) of Work to Be Performed by This DBE Firm if Bidder is Awarded*:	Amount to Be Paid to This DBE Firm for the Work Described*:
Base Bid: <u>SWPPA, INSPECTIONS, & EROSION CONTROL</u>	\$ <u>\$6,500.⁰⁰</u>
Alternate #1: _____	\$ _____
Alternate #2: _____	\$ _____
Alternate #3: _____	\$ _____

* IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.

SECTION 3: AFFIRMATIONS

The above-named Bidder affirms, under penalty of perjury, that it has negotiated in good faith with the above-named DBE firm and will utilize the above-named DBE Firm for the type(s) of work and for the dollar amount(s) described above.


 (Signature of Bidder's Authorized Agent)

Ron Blair

(Printed Name of Bidder's Authorized Agent)

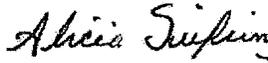
President

(Title of Bidder's Authorized Agent)

02/06/2020

(Date)

The above-named DBE Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.


 (Signature of DBE Firm's Authorized Agent)

(Signature of DBE Firm's Authorized Agent)

Alicia Siefring

(Printed Name of DBE Firm's Authorized Agent)

President

(Title of DBE Firm's Authorized Agent)

2-6-20

(Date)

IF THE BIDDER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



DBE PARTICIPATION FORM (LETTER OF INTENT)

Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.

SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: DOUBLE JAY CONSTRUCTION, INC.
 Address: 25 HARRISBURG DR.
 City: ENGLEWOOD State: OH ZIP: 45322
 Telephone: (937) 832-3123 Email: ron@doublejayinc.com

SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: First Star Safety, LLC
 DBE Firm's Tax ID#: 42-1719025
 Address: 310 S. Cooper Ave.
 City: Cincinnati State: OH ZIP: 45215
 Telephone: 513-661-7827 Email: info@firststarsafety.com

Name of Project: WASHINGTON STREET BIKE PATH

Type(s) of Work to Be Performed by This DBE Firm if Bidder is Awarded*:
 Base Bid: MAINTAINING TRAFFIC \$ 7,775.00
 Alternate #1: _____ \$ _____
 Alternate #2: _____ \$ _____
 Alternate #3: _____ \$ _____

Amount to Be Paid to This DBE Firm for the Work Described*:
 \$ 7,775.00

* IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.

SECTION 3: AFFIRMATIONS

The above-named Bidder affirms, under penalty of perjury, that it has negotiated in good faith with the above-named DBE firm and will utilize the above-named DBE Firm for the type(s) of work and for the dollar amount(s) described above.

Ron Blair
 (Signature of Bidder's Authorized Agent)
RON BLAIR
 (Printed Name of Bidder's Authorized Agent)
President
 (Title of Bidder's Authorized Agent)
02/06/2020
 (Date)

The above-named DBE Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.

Kelly M. Hollatz
 (Signature of DBE Firm's Authorized Agent)
Kelly M. Hollatz
 (Printed Name of DBE Firm's Authorized Agent)
President
 (Title of DBE Firm's Authorized Agent)
2/6/2020
 (Date)

IF THE BIDDER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

DBE PARTICIPATION FORM (LETTER OF INTENT)

Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.

SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: Double Jay Construction, Inc

Address: 25 Harrisburg Drive

City: Englewood State: OH ZIP: 45322

Telephone: (937) 832-3123 Email: ron@doublejayinc.com

SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: _____

DBE Firm's Tax ID#: 20-2347525 **Key Cable and Supply**
4037 Genoa Rd.
 Address: Perrysburg, OH 43551

City: _____ State: _____ ZIP: _____

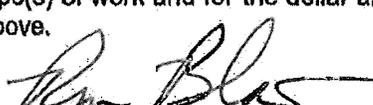
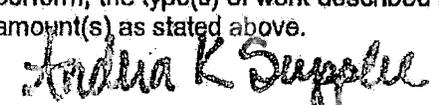
Telephone: 419-837-6181 Email: ANDERA@KEYCABLESUPPLY.COM

Name of Project: MOT-WASHINGTON STREET BIKE PATH

Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:	Amount to Be Paid to This DBE Firm for the Work Described*:
Base Bid: <u>SUPPLIER OF CONDUIT + PULL BOXES. \$3,200.⁰⁰ x 60%</u>	\$ <u>1,920.⁰⁰</u>
Alternate #1: _____	\$ _____
Alternate #2: _____	\$ _____
Alternate #3: _____	\$ _____

* IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.

SECTION 3: AFFIRMATIONS

<p>The above-named Bidder affirms, under penalty of perjury, that it has negotiated in good faith with the above-named DBE firm and will utilize the above-named DBE Firm for the type(s) of work and for the dollar amount(s) described above.</p> <p style="text-align: center;"></p> <p>(Signature of Bidder's Authorized Agent)</p> <p>Ron Blair</p> <p>(Printed Name of Bidder's Authorized Agent)</p> <p>President 02/06/2020</p> <p>(Title of Bidder's Authorized Agent) (Date)</p>	<p>The above-named DBE Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.</p> <p style="text-align: center;"></p> <p>(Signature of DBE Firm's Authorized Agent)</p> <p>ANDERA SUPPLEE</p> <p>(Printed Name of DBE Firm's Authorized Agent)</p> <p>PRESIDENT 2/6/2020</p> <p>(Title of DBE Firm's Authorized Agent) (Date)</p>
---	---

IF THE BIDDER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.

DBE PARTICIPATION FORM (LETTER OF INTENT)

Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.

SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: Double Jay Construction, Inc
 Address: 25 Harrisburg Drive
 City: Englewood State: OH ZIP: 45322
 Telephone: (937) 832-3123 Email: ron@doublejayinc.com

SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: JLM Trucking Inc.
 DBE Firm's Tax ID#: 45-4029764
 Address: 6299 Janice Pl. (2537 Ontario Ave Pae Tornado)
 City: Dayton State: OH ZIP: 45415
 Telephone: 937.890.0876 Email: jlmtrk@aol.com
 Name of Project: MOT-WASHINGTON STREET BIKE PATH

Type(s) of Work to Be Performed by This DBE Firm if Bidder is Awarded*:	Amount to Be Paid to This DBE Firm for the Work Described*:
Base Bid: <u>TRUCKING-HAUL OFF</u>	\$ <u>9,102.⁰⁰</u>
Alternate #1: <u>Trucking - Haul off</u>	\$ <u>574.⁰⁰</u>
Alternate #2: <u>Trucking - Haul off</u>	\$ <u>328.⁰⁰</u>
Alternate #3: <u>Trucking - Haul off</u>	\$ <u>164.⁰⁰</u>

* IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.

SECTION 3: AFFIRMATIONS

<p>The above-named Bidder affirms, under penalty of perjury, that it has negotiated in good faith with the above-named DBE firm and will utilize the above-named DBE Firm for the type(s) of work and for the dollar amount(s) described above.</p> <p><u>Ron Blair</u> (Signature of Bidder's Authorized Agent) Ron Blair (Printed Name of Bidder's Authorized Agent) President (Title of Bidder's Authorized Agent) 02/06/2020 (Date)</p>	<p>The above-named DBE Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.</p> <p><u>Linda S. Murphy</u> (Signature of DBE Firm's Authorized Agent) Linda S. Murphy (Printed Name of DBE Firm's Authorized Agent) President (Title of DBE Firm's Authorized Agent) 2-6-2020 (Date)</p>
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IF THE BIDDER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



DBE PARTICIPATION FORM (LETTER OF INTENT)

Instructions for Bidders: Submit one executed copy of this form for each certified Disadvantaged Business Enterprise (DBE) firm whose participation you plan to count toward the project's DBE participation goal. This form must be included with your Bid.

SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: Double Jay Construction, Inc
 Address: 25 Harrisburg Drive
 City: Englewood State: OH ZIP: 45322
 Telephone: (937) 832-3123 Email: ron@doublejayinc.com

SECTION 2: THE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: JLM Trucking Inc.
 DBE Firm's Tax ID#: 45-4029764
 Address: 6299 Janice Pl. (2537 Ontario Ave. ^{Pine} Tornado)
 City: Dayton State: OH ZIP: 45415
 Telephone: 937.890.0876 Email: jlmtrk@aol.com
 Name of Project: MOT-WASHINGTON STREET BIKE PATH.

Type(s) of Work to Be Performed by This DBE Firm If Bidder is Awarded*:	Amount to Be Paid to This DBE Firm for the Work Described*:
Base Bid: _____	\$ _____
Alternate #1: <u>#4 Trucking - haul off</u>	\$ <u>164.00</u>
Alternate #2: _____	\$ _____
Alternate #3: _____	\$ _____

* IF BID INCLUDES MORE THAN THREE (3) ALTERNATES, ATTACH ADDITIONAL PAGES AS NEEDED.

SECTION 3: AFFIRMATIONS

<p>The above-named Bidder affirms, under penalty of perjury, that it has negotiated in good faith with the above-named DBE firm and will utilize the above-named DBE Firm for the type(s) of work and for the dollar amount(s) described above.</p> <p><u>Ron Blair</u> (Signature of Bidder's Authorized Agent) <u>Ron Blair</u> (Printed Name of Bidder's Authorized Agent) President (Title of Bidder's Authorized Agent)</p> <p align="right"><u>02/06/2020</u> (Date)</p>	<p>The above-named DBE Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder and that it will perform, and is certified to perform, the type(s) of work described above for the dollar amount(s) as stated above.</p> <p><u>Kinon S. Murphy</u> (Signature of DBE Firm's Authorized Agent) <u>Kinon S. Murphy</u> (Printed Name of DBE Firm's Authorized Agent) President (Title of DBE Firm's Authorized Agent)</p> <p align="right"><u>2-6-2020</u> (Date)</p>
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IF THE BIDDER IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.





Company Profile
DOUBLE JAY CONSTRUCTION INC

[Edit Company Profile](#)

Address **Phone** **Fax**
25 HARRISBURG DR 937-832-3123 937-832-2596
ENGLEWOOD, Ohio 45322

DOUBLE JAY CONSTRUCTION INC
Pre-Qualification Application

Application Name	Certification Date	Expiration Date	Prequalification Amount	Status
APP-03724	6/1/2019	5/31/2020	\$5,000,000.00	Approved

DOUBLE JAY CONSTRUCTION INC
Work Type Applications

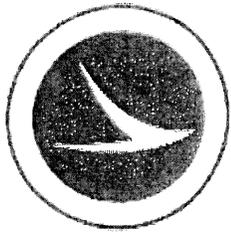
[Create Work Type Application](#)

WORK TYPE	NUMBER OF PROJECTS	STATUS
1. Clearing and Grubbing	0	Approved
2. Building Removal	0	Approved
4. Roadway Excavation and Embankment Construction	0	Approved
6. Incidental Grading	0	Approved
7. Soil Stabilization	0	Approved
8. Temporary Soil Erosion & Sediment Control	0	Approved
9. Aggregate Bases	0	Approved
16. Sawing	0	Approved
17. Rigid Pavement Replacement	0	Approved
19. Structure Removal	0	Approved
23. Reinforcing Steel	0	Approved
29. Structure Repairs	0	Approved
34. Earth Retaining Structures	0	Approved
35. Drainage (culvert, misc.)	0	Approved
37. Fence	0	Approved
38. Miscellaneous Concrete	0	Approved
39. Maintenance of Traffic	0	Approved
42. Signing	0	Approved
46. Landscaping	0	Approved
48. Trucking	0	Approved

Ron Blair

From: DOT.ContractsLettingMgr@dot.ohio.gov <noreply+4096ea1479311b36@formstack.com>
Sent: Thursday, February 06, 2020 11:35 AM
To: Ron Blair
Subject: [SPAM] DBE PROJECT USE LIST

Thank you for your Submission to the DBE Project Use List.



OHIO DEPARTMENT OF TRANSPORTATION

Confirmation Page

Please Confirm that you are ready to submit the DBE Use List Form.

Total Project Bid Amount: \$ 421248.00

DBE Commitment Total: \$ 25297.00

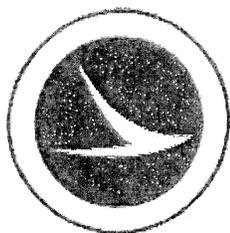
DBE Percentage Met: \$ 6.01

Select the Submit DBE Bid Form Button to proceed or the Previous Button to continue editing the document.



Submit DBE Bid Form

The Ohio Department of Transportation
1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov



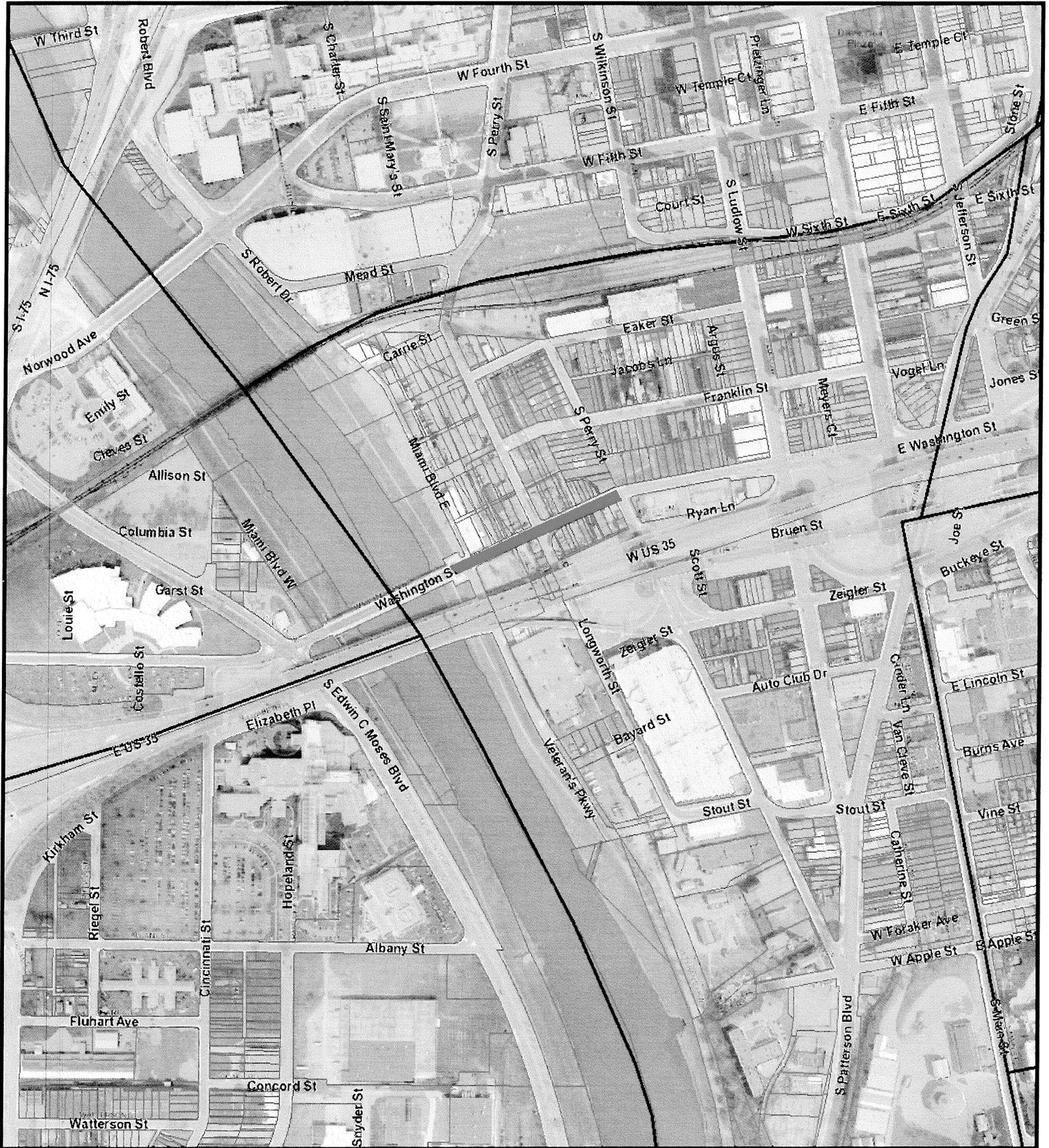
OHIO DEPARTMENT OF TRANSPORTATION

Thank You

The form was submitted successfully.

The Ohio Department of Transportation
1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov

Washington Street Bike Path





City Manager's Report

From **6480 - PW/Property Management**

Date **March 18, 2020**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$95,000.00 thru 12/31/2021**

Name **Lithko Restoration Technologies LLC**

Address **990 North Main Street
Monroe, Ohio 45050**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Facilities Improvements	40003-6480-1425-54	\$95,000.00

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

Description

LOHREY RECREATION CENTER POOL DECK STRUCTURAL CONCRETE REPAIRS

This project consists of selected structural repairs to the Lohrey Recreation Center pool filter & surge tank rooms. Work includes the full depth replacement for the majority of the structural slab over these rooms, which is also the pool deck, repairs to the existing overhead beams and walls in these rooms, as well as the replacement of the existing floor drains and manhole access door. Once completed, the structural slab will receive a pedestrian grade waterproofing membrane.

This project was bid twice with bids received for the first bid coming in over the Engineer's Estimate of Cost & no bids were received for the second bid. Lithko Restoration Technologies LLC was asked to provide a proposal for this work and based on their combination of expertise, resources to meet the Department of Public Works' objectives, and previous experience with the City of Dayton, it is requested to enter into a Contract for \$95,000.00. This amount includes the base bid of \$89,300.00 and a contingency allowance of \$5,700.00.

This project is fully funded from the Facilities Improvements Capital Fund.

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 for \$95,000.00.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CITY OF DAYTON
CONTRACT AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2020 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) and Lithko Restoration Technologies “Consultant”), a for-profit corporation operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, the City identified deteriorating structural concrete on the pool deck over the surge tank and pool filter rooms and on the vertical, horizontal, and overhead walls in these rooms at the Lohrey Recreation Center; and,

WHEREAS, the City advertised public bids to make necessary repairs with the first bid coming in over the estimate of cost and the second rebid yielding no bidders; and,

WHEREAS, Consultant responded to the City’s Request for Proposal, setting forth that it is experienced and qualified to provide the construction services, and is willing to provide such construction services to the City; 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, the City and Consultant agree as follows:

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall perform and/or address the following:

Scope of Services:

1. Initial coordination with the City: Schedule a pre-construction meeting prior to beginning work.
2. Review any available drawings or original construction information provided by the City.
3. In accordance with the construction plans and specification, attached to this Agreement as Exhibit A which is attached hereto and incorporated herein, make necessary repairs and improvements in the following fashion:
 - a. Complete mobilization and demobilization,
 - b. Full depth replacement of the selected section of the structural slab,
 - c. Vertical path repairs at an estimated area of fifty (50sf) square feet,
 - d. Overhead patch repairs at an estimated area of twenty-five (25sf) square feet,
 - e. Partial depth repairs at an estimated area of fifty (50sf) square feet,
 - f. Full depth repairs at an estimated area of fifteen (15sf) square feet,
 - g. Installation of a new pedestrian friendly coating over the new and existing supported slab,
 - h. Miscellaneous work including incidental work, general conditions, and bonding.
4. A contingency allowance of \$5,700.00 shall be included in this Agreement to cover any unforeseen work that must be undertaken to complete with project. The work could be as additional quantities to the Request for Proposal or as additional bid items.
5. Adequate storage and laydown areas will be provided as well as full access to all work areas.
6. Necessary electricity and water will be provided by the City.

Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation.

For purposes of this Agreement, all professional construction 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, become the property of City upon payment.

All provisions contained in the "General Provisions of the Construction and Material Specifications of the City of Dayton, Department of Public Works, Division of Civil Engineering, Dated October 1, 2008", "Amendments to the city of Dayton General Provisions", "Project Specifications", and "Plans" are hereby embodied as part of this Agreement, a copy of which is attached hereto as Exhibit B.

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 II- COMPENSATION

The City shall pay Consultant a sum not to exceed Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00) for the Services actually provided in accordance with this Agreement. Consultant may submit invoices to City for partial payment on a monthly basis. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE III- TERM

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

ARTICLE IV-PREVAILING WAGES

The Consultant shall pay the prevailing wage rates of the project locality, as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau to laborers and mechanics performing the work. Consultant shall comply with the provisions, obligations, and is subject to the remedies and penalties of the Ohio Revised Code Section 4115 relating to the payment of prevailing wages. Attached to this Agreement as Exhibit C are the current prevailing rates of wages as ascertained by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. City shall, within seven (7) business days after receipt of a notice of a change in prevailing rates, notify the Consultant of the change. The Consultant shall make the necessary adjustment in the prevailing wage rate and shall pay any wage increase during the term of the Agreement.

Within ten (10) days of the Consultant being notified to proceed with the Agreement, the Consultant shall provide the City's prevailing wage coordinator a schedule of dates during the term of the Agreement on which wages will be paid to employees working on the project.

Consultant shall also submit monthly payroll reports with each invoice for payment, which reports shall be certified by the Consultant that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. Consultant shall be responsible for submitting all payroll reports of the Consultant's subcontractors, containing the name, address, and social security number of each employee of the Consultant and the Consultant's subcontractors paid for the work. The

payroll report shall list the number of hours each employee worked each day on the project during the reporting period, the total hours each week on the project, the employee's hourly rate of pay, job classification, fringe benefits, and all deductions from wages and net pay. The payroll report shall also list each fringe benefit and state if it is paid in cash to the employee or to a named plan. Consultant and the Consultant's subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the project.

ARTICLE V- LIQUIDATED DAMAGES

The completion date bid for the construction shall be May 1, 2020. Failure to complete all Services within the Contract Completion, the City shall be entitled to retain or recover from the Consultant, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the table listed in the City of Dayton, Ohio Construction and Material Specifications (2008 Edition) specification 116.06, "Liquidated Damages" of \$250 for each and every Day thereafter until Contract Completion, unless the Consultant timely requests and the city grants an extension of time in accordance with the Contract Documents. The amount of Liquidated Damages is agreed upon by and between the Consultant and the City because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the City, its taxpayers and the public would sustain. Liquidated Damages only replace the City's actual damages for delays, are not the City's exclusive remedy for breach by the Consultant and are not to be construed in any way as a limitation of any other rights or remedies available to the City under the Contract Documents or otherwise. If a delay of the critical path in completion of the Project occurs which is caused by the City and the Consultant concurrently, the applicable Liquidated Damages shall be apportioned, and the specific number of Days for which the City is solely responsible for shall be deducted from the total number of Days of the concurrent delay used in calculating the Liquidated Damages and the Consultant shall pay Liquidated Damages for the remaining number of Days of delay. In addition to the amounts specified above, the City may charge the Consultant for all inspection regardless of any time extension.

ARTICLE VI – CONTRACT BOND

The contract bond labeled Exhibit D which is attached hereto and incorporated herein must be signed before this Agreement goes into effect.

ARTICLE VII- INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Consultant or its employees, agents, and representatives.

ARTICLE VIII- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain, at its sole cost and expense, and 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, insurance compliant with the following minimums:

1. General/Comprehensive liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and
2. Automobile liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident; and

3. Workers' compensation insurance, in such amounts as required by Ohio law, and Employer's liability insurance with a limit of Five Hundred Thousand Dollars (\$500,000) for each occurrence; and
4. Professional liability, with a minimum annual aggregate of Five Hundred Thousand Dollars (\$500,000); and
5. Errors and omissions insurance in the amount of Five Hundred Thousand Dollars (\$500,000), to protect the City from any errors that Consultant or its employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

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

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

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

ARTICLE IX- TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform according to 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 to cure acceptable to the City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and the City shall pay Consultant only for those services accepted by the City.

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

ARTICLE X- 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:	Lithko Restoration Technologies 990 North Main Street Monroe, Ohio 45050 Attention: Henry Frondorf, Vice President
City:	City of Dayton Division of Property Management

P.O. Box 22
101 West Third Street
Dayton, Ohio 45402
Attention: D. Joey Shope

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

ARTICLE XI- 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 the City to terminate this Agreement at its option.

ARTICLE XII- 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 Article 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) that is or becomes publicly available through no breach of this Agreement by the other party, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by a party to this Agreement.

ARTICLE XIII- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment.

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.

The parties further acknowledge that the City may not use Consultant's work product for any project or applications other than the Project referenced herein, without the expressed written permission of Consultant.

ARTICLE XIV- GENERAL PROVISIONS

A. Waiver

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

B. Delay

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits (excluding building 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 the City of 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 the City's designees at such times designated by the City to review and discuss performance of this Agreement. Consultant shall cooperate with the 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 the City as an "independent contractor." As an independent contractor for the 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 the City, without the express prior written approval of a duly authorized representative of the City.

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

acknowledges and agrees that none of his employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

F. Assignment

Consultant may 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 Paragraph 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 the 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 the City and Consultant, approved by the City's Director of Central Services, 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 the terms and conditions of this Agreement shall control.

J. Entire Agreement/Integration

This Agreement represents the entire and integrated agreement between the 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, the City, by a duly authorized representative, and Consultant have each executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

LITHKO RESTORATION TECHNOLOGIES

City Manager



Title PRESIDENT

**APPROVED AS TO FORM
AND CORRECTNESS:**

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



City Attorney

_____, 20____
Min./Bk. _____ Pg. _____

Clerk of the Commission

Exhibit D

Contract Bond

KNOW ALL MEN BY THE PRESENTS

That we ^{Lithko Restoration} Technologies, LLC as principal and ^{Liberty Mutual} Insurance Company as surety, are held and firmly bound unto the City in the sum of * _____ (\$ 9,500.00) lawful money of the United States, to be paid on demand, to said The City of Dayton, its successors or assigns, for which payment well and truly to be made, the undersigned bind themselves, their heirs, executors, administrators, successors or assigns, jointly and severally firmly by these presents:

*Nine Thousand Five Hundred and 00/100

THE CONDITIONS OF THIS OBLIGATIONS ARE SUCH THAT:

1. The above-named principal did on the _____ day of _____, 2020 enter into the Contract hereto attached, with the City of Dayton for the ^{Lohrey Pool Filter Room} Structural Repairs project which Contract is made a part of this bond the same as though fully set forth herein.
2. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall well and truly execute all and singular the stipulations by said party to be executed and shall fully and faithfully perform the work therein specified, and comply with, do and perform all and singular the terms, conditions and requirements of the plans, specifications and agreement composing said Contract, and shall hold said City harmless from any and all loss of damage in any manner resulting from any failure of said party of the second part to comply with the performance thereof, and shall indemnify and save harmless the City, from any and all claims of any kind that may be filed or asserted against said City, or any officer thereof, at any time, for the use of any patented article or for the infringement of any patent, and shall indemnify and save harmless said the City from all liens, charges, claims, demands, loss, cost, and damages of every kind and nature whatsoever, and shall pay all legal claims for labor performed upon and for material and machinery furnished for the work specified in said Contract, if the principal shall for the period of one (1) year from the date of acceptance, at his own expense, make all repairs which may become necessary by reason of defective material or workmanship, then this obligation shall be void, otherwise to remain in full force and effect in law.
3. We, the undersigned, hereby stipulate and agree that this undertaking shall be for the use of any laborer, material man, or machinery man, having just claim as aforesaid, as well as for said the City; and further, the said surety or sureties hereon hereby stipulate and agree that from time to time, and as often as they may see fit, the parties to said Contract may make additions to, omissions from or modifications of the work, and of the plans, specifications and Contract, without notice to or the necessity of obtaining the consent or approval of the surety or sureties hereon and the same shall not in any way affect the obligations of said surety or sureties on this bond.
4. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, has agreed with said the City that he will repair any defect in any roadway, pavement, sidewalk, facility, flooring or other work done under said Contract, which defect in the opinion of the City (as said term "City" is defined in said Contract) is caused by, arises out of, or is incident to the use of defective material, improper workmanship, or failure by said Consultant to comply with the specifications or any other requirement of said Contract, expressed or implied during the period of one (1) year

following the acceptance by said City of the work performed under the aforesaid Contract; that such repairs shall be made as directed by and subject to the approval of the Director of Public Works and without expense to said City; and that if said Consultant fails to begin the work of making such repairs, within five (5) days after written notice to do so, service to which notice may be made in any of the ways authorized in said Contract, or if having begun to make such repairs, such Consultant fails, neglects or refuses to carry such repairs to prompt conclusion, said the City, acting through its proper officers, may cause satisfactory repairs to be made and charge the expense thereof to and receive the same from said Consultant or his surety hereunder; provided that if the repair of a pavement, sidewalk, facility, or flooring is necessary solely because of the fact that the City has permitted openings to be made therein, subsequent to its acceptance thereof, then the said City shall be responsible for the maintenance and repair thereof.

5. If the Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall comply with the conditions of this obligation, the same shall be void, otherwise to remain in full force and effect.
6. The sum for which the principal and surety are held and bound to the City shall be ten percent (10%) of the Contract amount during the one (1) year period following acceptance as provided in paragraph four (4) above.

For purposes of this Agreement, all professional services to be performed by the Consultant shall be hereinafter referred to as "Services". Consultant shall have no liability for defects in the Services attributed 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, license 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.

Witness our signature this 18th day of February 2020.

Signed in the presence of:

Witness:

Rosemary E. Giovanni

Lithko Restoration Technologies, LLC

By:

RM

Principal (Title)

Robert M Baker, Treasurer

Address:

990 N. Main Street

Monroe, OH 45050

Federal I.D. Number: 01-0817704

Witness:

Katherine Acosta

Liberty Mutual Insurance Company

By:

CC

Surety (Title) Colette R. Chisholm, Attorney-In-Fact

Address:

175 Berkeley St.

Boston, MA 02116

ACKNOWLEDGEMENT OF PRINCIPAL
IF LIMITED LIABILITY COMPANY

STATE OF Ohio }
COUNTY OF Warren }

On this 27th day of Feb 2020 before me personally
appeared Robert M Baker to me known and known to me to be the
Treasurer of LRT
a Limited Liability Company, described in and who executed the foregoing insurance instrument
and acknowledged to me that (s)he executed the foregoing insurance instrument and
acknowledged to me that (s)he executed the same as and for the act and deed of said Limited
Liability Company.

Rosemary E Giovanni
Notary Public



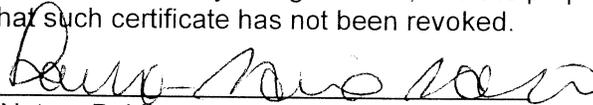
ROSEMARY E GIOVANNI
Notary Public, State of Ohio
My Commission Expires
August 23, 2021

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF Nassau }

On this February 18, 2020, before me personally came Colette R. Chisholm to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County, State of New York that he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Liberty Mutual Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving is as such; and that such certificate has not been revoked.


Notary Public

NY acknowledgement

LAURA MARIE MARINO
Notary Public-State of New York
No. 01MA6388129
Qualified in Nassau County
Commission Expires 03/04/2023



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200782-969603

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colette R. Chisholm; Dana Granice, Susan Lupski, Robert T. Pearson; Katherine Acosta, Thomas Bean; George O. Brewster; Desiree Cardlin; Lee Ferrucci; Peter F. Jones; Rita Losquadro; Gerard S. Macholz; Camille Maitland; Nelly Renchiwich; Vincent A. Walsh; Michelle Wannamaker

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2020.



By: Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets	Liabilities
Cash and Bank Deposits..... \$464,341,712	Unearned Premiums..... \$7,851,429,449
*Bonds — U.S Government 2,259,714,810	Reserve for Claims and Claims Expense..... 20,165,209,300
*Other Bonds..... 11,864,776,740	Funds Held Under Reinsurance Treaties..... 384,795,327
*Stocks 16,527,715,226	Reserve for Dividends to Policyholders..... 1,111,529
Real Estate..... 255,809,551	Additional Statutory Reserve 62,866,000
Agents' Balances or Uncollected Premiums..... 5,817,927,234	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 108,139,840	Other Liabilities 3,999,822,802
Other Admitted Assets..... 11,532,139,744	Total \$32,465,234,407
Total Admitted Assets..... <u>\$48,830,564,857</u>	Special Surplus Funds..... \$43,108,583
	Capital Stock..... 10,000,000
	Paid in Surplus..... 10,044,912,727
	Unassigned Surplus..... 6,267,309,139
	Surplus to Policyholders 16,365,330,449
	Total Liabilities and Surplus <u>\$48,830,564,856</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

TAMIKOLAJEWSKI

Assistant Secretary

Effective Date: April 24, 1924

Expiration Date: April 01, 2020

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Non-modifiable A & H
Commercial Auto - No-Fault	Non-modifiable A & H (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Automobile
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No-Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Julian Troment, Director

Effective Date: April 24, 1924

Expiration Date: April 01, 2020

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Nonautomobile A & H
Commercial Auto - No Fault	Nonnew-Standard Classes (A & H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accidental
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fusion Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Jillian Froment, Director



City Manager's Report

6.

From **3420 - Water/Water Engineering**

Date **March 18, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$55,508.34 (thru 12/31/2020)**

Name **Montgomery County Engineer**

Address **451 West Third Street
Dayton, OH 45422**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Capital Fund	53005-3445-1424-54-WF1718	\$55,508.34

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

Description

FIRST AMENDMENT TO THE COST PARTICIPATION AGREEMENT FOR KEOWEE STREET BRIDGE WATER MAIN IMPROVEMENTS

The Department of Water requests permission to enter into a First Amendment to the Cost Participation Agreement with Montgomery County Engineer in the amount of \$55,508.34 for the water main improvements at the Keowee Street Bridge. The original scope of work involved installation of a new water main crossing beneath the Great Miami River adjacent to the Keowee Street Bridge. Due to unanticipated obstructions in the alignment process, additional costs were incurred. Per the original Agreement, actual costs were calculated at the end of construction and we are paying the final settlement amount.

The original Agreement was approved on July 5, 2017 in the amount of \$76,667.00. This First Amendment will increase the contract amount to \$132,175.34.

The Department of Water's portion of the project is being funded using 2020 Water Capital Funds.

The Agreement shall expire 90 days after Montgomery County's final payment to the construction contractor. The expiration date identified on the Certificate of Funds is December 31, 2020.

The Agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds and a copy of the First Amendment are attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

**FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT
Keowee Street Bridge Replacement Project**

This **FIRST AMENDMENT** is dated this 25 day of February, 2020 between the City of Dayton, Ohio and its Water Department, 320 W. Monument Ave., Dayton, Ohio 45402, and the Board of County Commissioners of Montgomery County, Ohio, 451 W. Third Street, Dayton, Ohio 45422, and the Montgomery County Engineer.

WITNESSETH:

WHEREAS, on July 5, 2017, the Commission of the City of Dayton approved a Cost Participation Agreement for the Keowee Street Replacement Project (CT17-1736) between the City and Montgomery County Engineer; and,

WHEREAS, The City and Montgomery County Engineer desires additional services and Montgomery County Engineer is willing to perform such services for additional compensation.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree to amend the Agreement as follows:

1. **ARTICLE ONE: SCOPE** shall be amended to add the language as follows:

The original scope of work involved installation of a new water main crossing beneath the Great Miami River adjacent to the Keowee Street Bridge. Different alignment processes are necessary due to unanticipated obstructions which has added additional costs to the project.

2. **ARTICLE TWO: PAYMENT** shall be amended to add the language as follows:

Completion of all work has been completed and Montgomery County shall submit to the City of Dayton satisfactory documentation regarding all actual costs and expenses for said water main work. The additional costs of work to be paid by the City of Dayton is FIFTY FIVE THOUSAND FIVE HUNDRED AND EIGHT DOLLARS AND THIRTY FOUR CENTS (\$55,508.34). The total remuneration in this Agreement shall not exceed ONE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS AND THIRTY FOUR CENTS (\$132,175.34). Final settlement payment shall be made between the city and the County within 90 days of the final payment to the Project construction contractor.

3. Other than the provisions that may be supplemented, amended and/or modified by the terms and conditions contained herein, all other provisions of the Agreement shall remain in full force and effect and shall remain unchanged.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25th day of February, 2020 .

Signed and acknowledged in the presence of:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO (Board)

Witness

By: _____
Judy Dodge, President

Witness

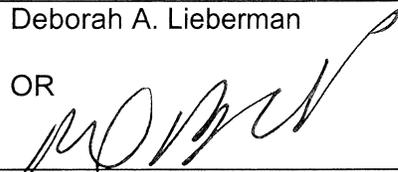
By: _____
Carolyn Rice

Witness

By: _____
Deborah A. Lieberman

OR

Emily Bradford
Witness

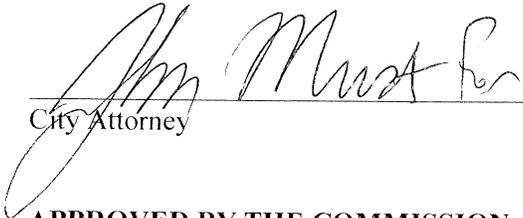
By: 
Michael B. Colbert, Administrator
Montgomery County, Ohio

CERTIFIED PURSUANT TO O.R.C. 153.44:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
MONTGOMERY COUNTY, OHIO
By: 
Assistant Prosecuting Attorney
Date: 2/12/2020

CITY OF DAYTON, OHIO

City Manager

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney AB

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

_____, 2020

Min./Bk. _____ Pg. _____

Clerk of the Commission

**RESOLUTION NO. 17-1106
AUGUST 8, 2017**

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF DAYTON FOR PAYMENT TO THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, CONCERNING THE UPGRADED REPLACEMENT OF THE WATER MAIN AS PART OF THE KEOWEE STREET BRIDGE REPLACEMENT PROJECT, JOB #2012-033, IN THE CITY OF DAYTON AND HARRISON TOWNSHIP, AND FURTHER SPECIFICATIONS AS ARE STIPULATED IN THE AGREEMENT ATTACHED AS EXHIBIT "A".

WHEREAS, the following request has been received from the Montgomery County Engineer:

WHEREAS, on December 13, 2016, pursuant to Resolution No. 16-1626, the Board of County Commissioners of Montgomery County, Ohio, approved the Keowee Street Bridge Replacement Project, JOB #2012-033, and determined that said project is needed for the safety, convenience, and welfare for the traveling public; and

WHEREAS, the Keowee Street Replacement Project (the "Project") will involve the demolition of the existing bridge, built in 1931, as well as the construction of a new five lane bridge with associated approach improvements to connect the existing five lane roadway north and south of the bridge; and

WHEREAS, the City of Dayton, Water Department, currently owns a 10-inch water main, which is attached to the 1931 Keowee Street Bridge; and

WHEREAS, the existing 10-inch water main will need to be removed from the bridge and replaced by the County's construction contractor before the 1931 Keowee Street Bridge is demolished; and

WHEREAS, the City of Dayton desires to upgrade said water main to a 12-inch water main; and has agreed to pay the Board the costs for said upgrade of the subject water main in the amount of \$76,667.00, with a final adjustment of this payment reflecting the true costs to be determined at the completion of the Project.

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gs

PAGE 2
RESOLUTION NO. 17-1106
AUGUST 8, 2017

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Ohio that the Cooperative Agreement between the Board and the City of Dayton, attached hereto as Exhibit A, be approved and executed for the upgraded replacement of the afore-described water main and the acceptance of the payment for said upgrade by the City of Dayton;

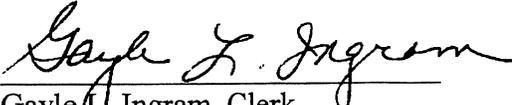
BE IT FURTHER RESOLVED that the Clerk shall certify a copy of this resolution to the County Engineer. The County Engineer shall forward a copy of the certified resolution to City of Dayton. Resolution also available on the Montgomery County, Ohio, website at <http://www.mcoho.org>.

Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Mrs. Lieberman, and upon call of the roll the following vote resulted:

Ms. Dodge, aye; Mrs. Lieberman, aye; Mr. Foley, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 8th day of August, 2017.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.


Gayle L. Ingram, Clerk
Board of County Commissioners
Montgomery County, Ohio

COOPERATIVE AGREEMENT
Keowee Street Bridge Replacement Project

THIS AGREEMENT entered into this 8th day of August, 2017, between the City of Dayton, and its Water Department, 320 W. Monument Ave., Dayton, Ohio 45402, and the Board of County Commissioners of Montgomery County, Ohio, 451 W. Third Street, Dayton, Ohio 45422, and the Montgomery County Engineer.

WITNESSETH:

WHEREAS, on December 13, 2016, pursuant to Resolution No. 16-1626, the Board of County Commissioners of Montgomery County, Ohio, approved the Keowee Street Bridge Replacement Project, JOB #2012-033, and determined that said project is needed for the safety, convenience, and welfare for the traveling public; and

WHEREAS, the Keowee Street Bridge was constructed in 1931 and is now structurally deficient. The Keowee Street Bridge is situated within the City of Dayton, and the City is responsible for routine maintenance of the bridge; and

WHEREAS, the Keowee Street Replacement Project (the "Project") will involve the demolition of the 1931 bridge, as well as the construction of a new five lane bridge with associated approach improvements to connect the existing five lane roadway north and south of the bridge; and

WHEREAS, the City of Dayton, Water Department, currently has a 10-inch water main attached to the 1931 Keowee Street Bridge; and

WHEREAS, the City of Dayton, Water Department, has reviewed and approved all plans and specifications for the Project as it relates to the water line replacement necessitated by the Project; and

WHEREAS, the existing 10-inch water main will need to be removed from the bridge and replaced by the County's construction contractor before the 1931 Keowee Street Bridge is demolished; and

WHEREAS, the City of Dayton desires to upgrade said water main to a 12-inch water main; and

WHEREAS, the City of Dayton and Montgomery County each have current policies that forbid the attachment of utilities under bridges within their jurisdictional control, thereby mandating the relocation of the City of Dayton's waterline by placing same underneath the Great Miami River, east of the bridge; and

WHEREAS, the City of Dayton and Montgomery County recognize that a joint effort to make the desired improvements to the Project will benefit the public welfare at a cost savings to both jurisdictions compared to undertaking the improvements separately;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and with the execution of this Agreement, the City of Dayton, and its Water Department, and the Board of County Commissioners of Montgomery County, Ohio, by and through the Board's project agent, the Montgomery County Engineer (the "Engineer"), agree as follows:

ARTICLE ONE: SCOPE

Montgomery County and the Engineer have contracted with a qualified, competent consulting engineering firm to produce all engineering work and documents required to complete the Project. The City of Dayton, Water Department, at all times relevant hereto, has reviewed and approved all plans and specifications related to the disconnection of the 10-inch water main and the purchase, relocation and construction of the new 12-inch water main.

Montgomery County will contract for the construction of the Keowee Street Bridge Replacement Project, and all work related to the City of Dayton's heretofore described water main, will be performed by the County's contractor, according to the City of Dayton's specifications and inspection as specifically set forth in the construction plans for the Project.

ARTICLE TWO: PAYMENT

Montgomery County will contract for construction of the Project and will secure or provide all funding necessary to complete the Project, except as described under the City's responsibilities below.

County Responsibility: Montgomery County agrees to pay the cost of construction for the Project and will apply secured federal funds and Ohio Public Works Commission ("OPWC") funds to eligible items of work related to the City of Dayton's water main. Montgomery County has secured federal STP funds that can be applied to federally eligible project construction costs at the rate of 58%. The increase in size from existing 10" water main to the proposed 12" water main requested by the City of Dayton, is considered a "betterment", and is not eligible for federal funding. Montgomery County has also secured funding from the Ohio Public Works Commission that can be applied to project construction costs at the rate of 13%.

City Responsibility: The City of Dayton acknowledges and agrees that the current estimate for the construction of the City of Dayton's water main work is \$172,513.00, and the cost for design of the City of Dayton's water main work is \$19,779.00. The "betterment" from afore-mentioned 10" water main to the 12" water main is recognized by the Ohio Department of Transportation at 8.5% of the cost of the applicable water main items, and comes to \$11,827.00 ineligible for federal funding. The application of federal funds at 58% amounts to \$93,198.00 and the application of OPWC funds at 13% amounts to \$22,427.00. The cost of design is not eligible for either federal funds or OPWC funds. After Montgomery County applies the reduction of federal and OPWC funds to said work, the City of Dayton's share of the cost of design and construction of said water main work is \$76,667.00. The City agrees to pay the cost of the work for said water main in the amount of **\$76,667.00**.

The City of Dayton also agrees that said payment must be made in advance of the bidding for the construction of the Project. The City agrees it shall remit payment to the County Engineer in the amount of \$76,667.00, upon invoice, **no later than August 15, 2017**.

Upon the completion of all work, Montgomery County shall submit to the City of Dayton satisfactory documentation regarding actual costs and expenses for said water main work. A final adjustment of the City's funding responsibility for the Project (either credit or debit) will be calculated, and a final settlement payment shall be made between the City and the County within 90 days of the final payment to the Project construction contractor.

ARTICLE THREE: TERM

The term of this Agreement shall commence on the date of the execution by all parties and shall terminate 90 days after Montgomery County's final payment to the Project construction contractor.

ARTICLE FOUR: MODIFICATION AND SEVERABILITY

This Agreement constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term of provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto set their hands this 8th day of August, 2017.

WITNESS:

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

Signature

By _____
Dan Foley, President

Signature

By _____
Judy Dodge

Signature

By _____
Deborah A. Lieberman

Hayden Meyer
Signature

OR
By Joseph P. Tuss
Joseph P. Tuss, Administrator

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

By Adam M. Zangle
Assistant Prosecuting Attorney

Date: 07/21/2017

CITY OF DAYTON

David J. Clements
for City Manager
Dayton, Ohio

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

July 5, 2017

Min/Bk T-14 Page _____

Rashella Lavender
Clerk of Commission

APPROVED AS TO FORM AND:
CORRECTNESS

By *John R. Donaldson Jr.*
City Attorney

Date: 6-14-17



City Manager's Report

7.

From 6450 - PW/Civil Engineering

Date March 18, 2020

Expense Type Other, (See Description Below)

Total Amount \$200.00 (Paid to City)

Supplier, Vendor, Company, Individual

Name Michael Weprin
Address 520 Dellrose Street
Dayton, Ohio 45403

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6450-27118-54	\$200.00

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

Description

SPECIAL USE PERMIT TO INSTALL A FENCE

Permission is requested for Michael Weprin, being the owner, to install an eight foot chain link fence set back 24 inches from the inside of the curb into the public right-of-way at 520 Dellrose Street.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Signatures/Approval

Approved by City Commission

Division _____

Keith Stuber for

Department _____

J. Paulino

City Manager _____

Clerk

Date

MAIL PERMIT TO:

APPLICATION
For License or Privilege in Public
Way of the City of Dayton, Ohio

NAME: Mike Weprin Family, LLC
ADDRESS: 1654 Springfield Street
Dayton, OH 45403
PHONE NO.: 937-681-0235

The undersigned Michael Weprin being the owner and Michael Weprin lessee of the following described premises, to wit: Being all or part of Lot No. on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon Dellrose Street and are known as No. 520) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to-wit:

Privilege to install an 8 foot chain link fence set back 24" from the inside of the curb on Dellrose Avenue to the southern most point of Owner's property line at which point the fence will follow the owners property line due east away from Dellrose

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

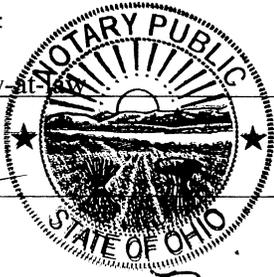
Deposit in the sum of \$ 200 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereto this 2nd day of December 2019

Witnessed in our presence:

Scott Miller, Attorney at Law



SCOTT A MILLER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O.R.C.

Signature of Mike Weprin, Owner

Owner

Lessee

Checked as to location and ownership: [Signature]

Recommended for approval: [Signature]

Keith Steuber, City Engineer

Approved as to form: [Signature]

City Attorney

Approved by: [Signature]

Director of Public Works

Approved by: [Signature]

City Manager

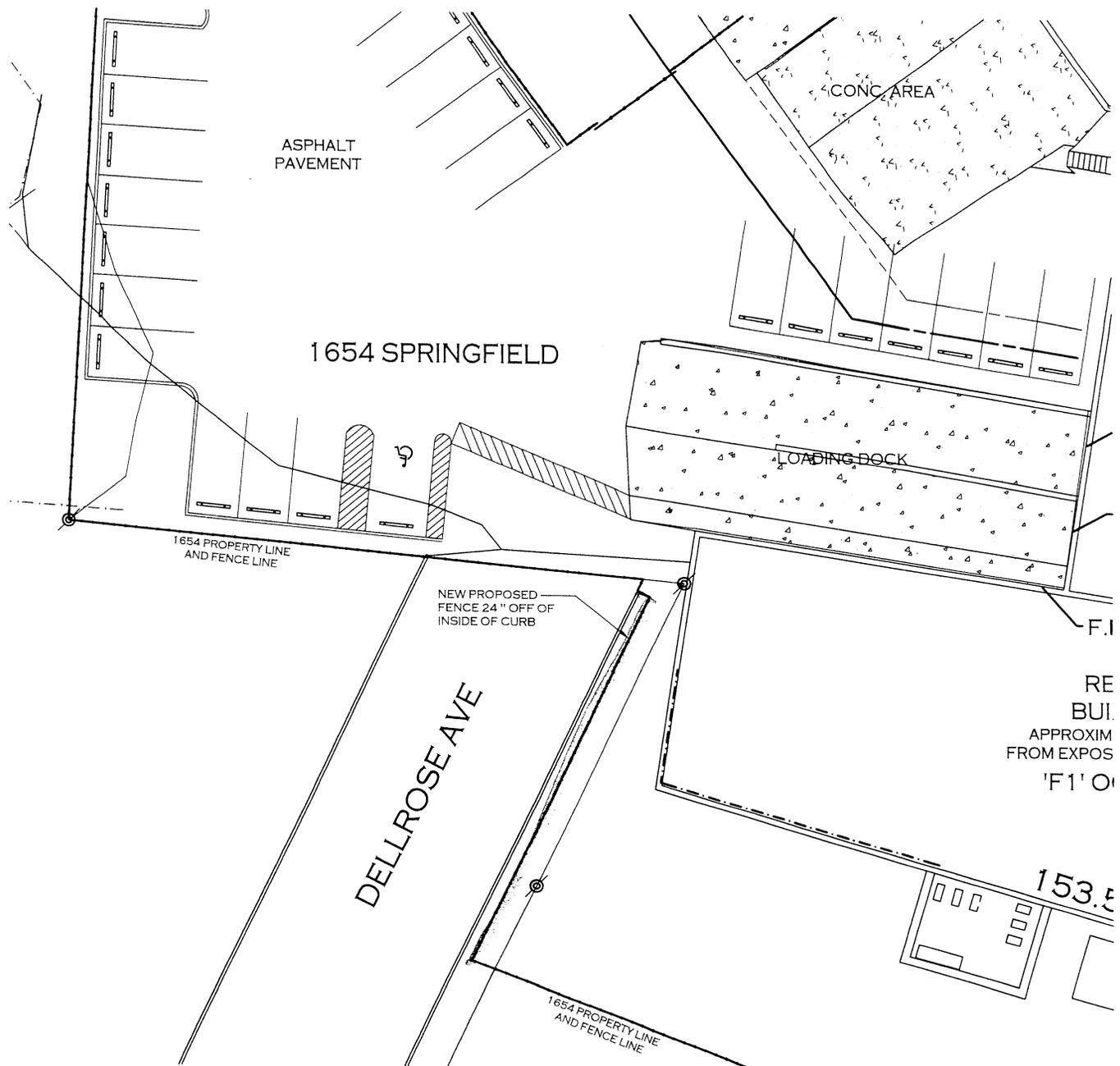
Approved by the Commission of the City of Dayton, Ohio,

Min. Bk. Pg.

Clerk of the Commission

PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.



ASPHALT PAVEMENT

1654 SPRINGFIELD

CONC. AREA

LOADING DOCK

1654 PROPERTY LINE AND FENCE LINE

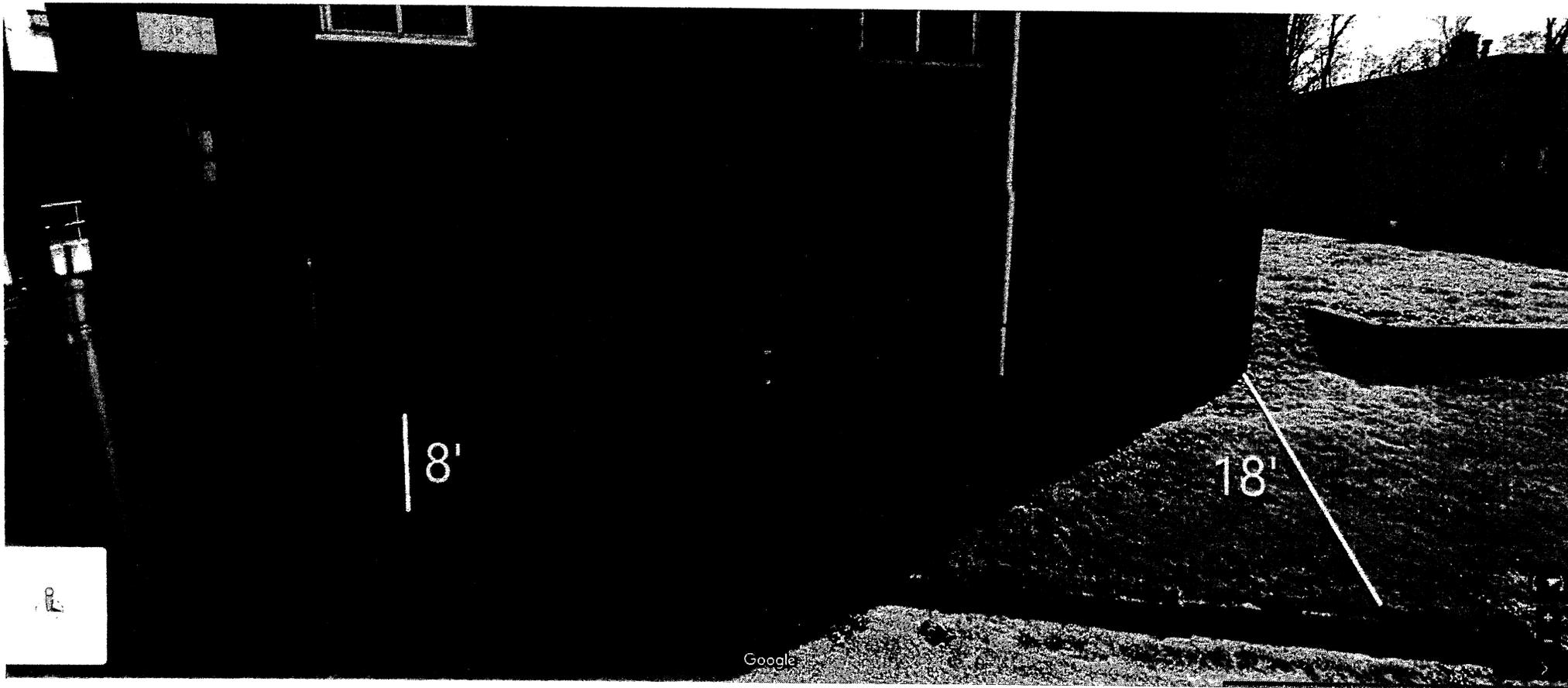
NEW PROPOSED FENCE 24" OFF OF INSIDE OF CURB

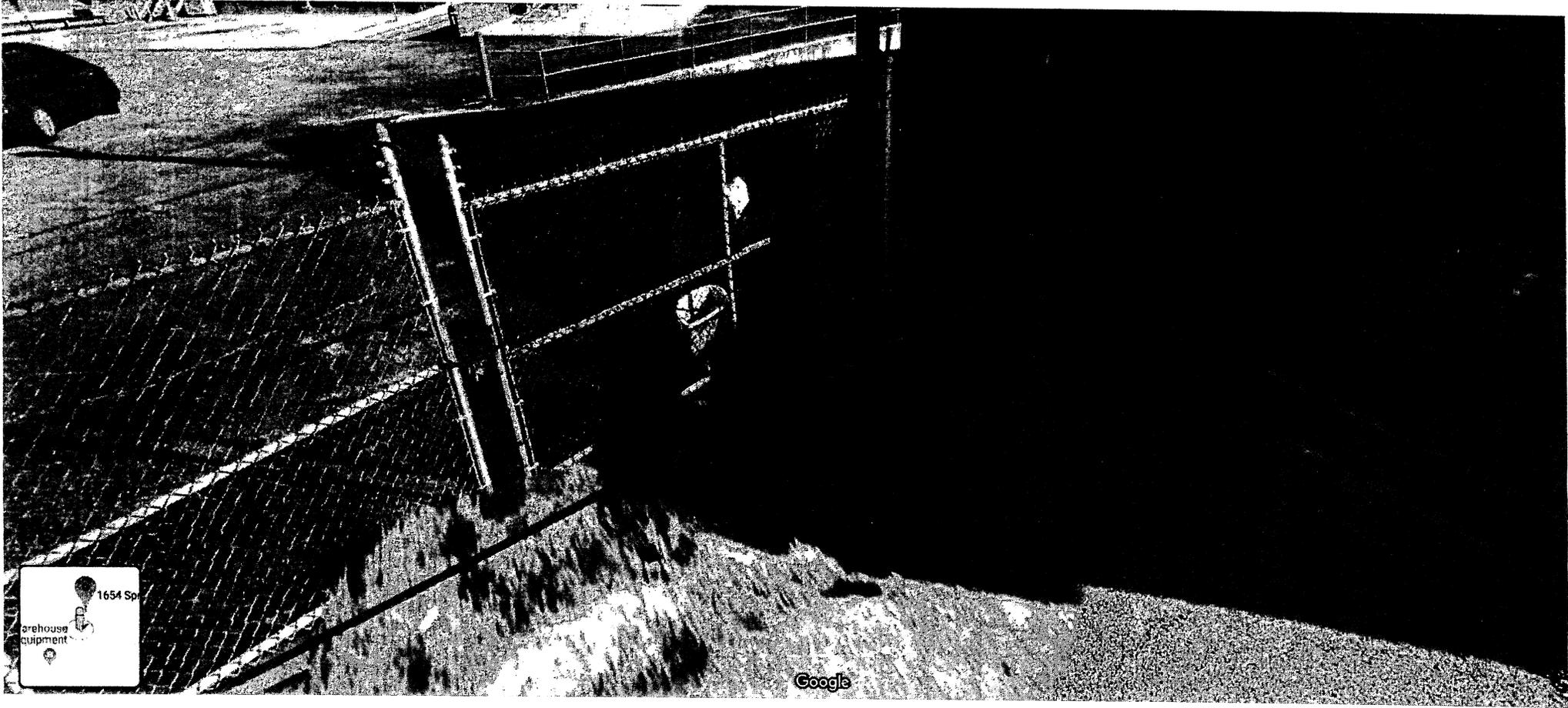
DELLROSE AVE

RE BUI.
APPROXIM FROM EXPOS
'F1' O'

153.5

1654 PROPERTY LINE AND FENCE LINE





1654 Sp
warehouse
equipment

Google

December 12, 2019

TO: Fred Stovall, Director
Department of Public Works

FROM: Michael Powell, Director 
Department of Water

SUBJECT: Special Privilege Permit No. 940614 – 520 Dellrose Ave.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- We have no objection to the eight foot chain link fence with 24" setback from the inside of the curb at 520 Dellrose Avenue.

If you have any questions, please contact Ben Botkin at 333-2058.

January 29, 2020

TO: Fred Stovall, Director
Public Works Department

FROM: Carl Daugherty
Zoning Administrator
Department of Economic Development

SUBJECT: Special Privilege Permit No. 940614
520 Dellrose St., Being City Lot #41169
Dayton, Ohio

We raise no objections to approval of the above referenced Special Privilege Permit which provides for the placement of chain link fence at the end of Dellrose St., near 1654 Springfield St., as depicted and described in the attached site exhibit.

Thanks.

cc: Ford Weber

Attachments

January 16, 2020

TO: Fred Stovall, Director
Department of Public Works

FROM: Tony Kroeger, Planning Division Manager *Tony*
Department of Planning and Community Development

SUBJECT: Special Privilege Permit 940614 – 520 Dellrose Avenue

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- While Planning staff did initially have concerns about allowing chain-link fence in the right-of-way, given the unique land use and site conditions, Planning staff does not object to the proposed Special Privilege Permit.

If you have questions, please contact me at ext. 3673.



City Manager's Report

8.

From **3460 - Water/Water Reclamation**

Date **March 18, 2020**

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

Total Amount **\$14,040.00 (thru 12/31/2020)**

Supplier, Vendor, Company, Individual

Name **AOMWA**

Address **c/o Northeast Ohio Regional Sewer Dist.
Attn: Frank Greenland, Dir. Watershed Program
3900 Euclid Avenue
Cleveland, OH 44115-2506**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Sanitary Operating Fund	55000-3460-1221-54	\$14,040.00

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

Description

ASSOCIATION OF OHIO METROPOLITAN WASTEWATER AGENCIES (AOMWA) MEMBERSHIP

The Department of Water requests permission to renew the annual membership with the Association of Ohio Metropolitan Wastewater Agencies (AOMWA). AOMWA is a state-wide non-profit organization that represents the interest of public wastewater agencies in Ohio.

AOMWA provides a forum for members to share their experience and advance their knowledge of the management and technology trends in the industry. They are highly involved in advocacy for regulatory and legislation as well as involvement in litigation in helping to raise awareness of the needs of public wastewater utilities in Ohio. In recent years, AOMWA has had an increasingly vocal presence in the state arena, working extensively with Ohio EPA on its development of nutrient criteria standards for point sources, even convincing them to organize a technical advisory group (TAG) in which the City of Dayton Water Department is a member. They provide a forum that tracks and advises members on such issues and the impact it may have on their operations.

The membership dues are calculated based on the most recent service area population. AOMWA member agencies collectively provide wastewater collection and/or treatment for over four million Ohioans.

The 2020 membership will expire on 12/31/2020.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____



INVOICE NO. 20
 DATE: 1/15/2020
 EIN: 02-0626617

Bill To:
 Mr. Michael Powell
 Director of Water Department
 City of Dayton
 320 W. Monument
 Dayton, OH 45402

DESCRIPTION	AMOUNT
2020 Annual Dues	\$14,040.00
TOTAL	\$14,040.00

Make all checks payable to: aomwa

c/o Northeast Ohio Regional Sewer District
 Attn: Frank Greenland, Director of Watershed Programs
 3900 Euclid Avenue
 Cleveland, OH 44115-2506
 216.881.6600

PO / CT (CF) 020180 Amount 14,040.00
 Accounts Dist. 55600 - 3460 - 1221 - 54
 Division Approval _____
 Dept. Approval _____

c/o Northeast Ohio Regional Sewer District
 3900 Euclid Ave.
 Cleveland, OH 44115
 (216) 881-6600



January 15, 2020

Mr. Michael Powell
Director of Water Department
City of Dayton
320 W. Monument
Dayton, OH 45402

Dear Mr. Powell:

The **aomwa** Board of Directors voted not to increase the Association's dues levels for the year 2020. The Association continues its regulatory and legislative advocacy and litigation involvement and has been successful in raising awareness of the needs of public wastewater utilities in Ohio.

Enclosed you will find an invoice that reflects your entity's 2020 membership dues in accordance with the attached dues schedule. Please note that the amount on your invoice was calculated from the most recent service area population available to us. If the population and resulting dues amount is incorrect, please pay the appropriate amount and include your accurate service area population.

Please do not hesitate to contact either me with any questions you may have. We greatly appreciate your ongoing efforts to support this Association, which will enable it to continue to be a source of information, education and advocacy on behalf of wastewater agencies in the State of Ohio.

Sincerely,

A handwritten signature in cursive script that reads "Frank P. Greenland".

Frank Greenland
Secretary/Treasurer

Encl.

c/o Northeast Ohio Regional Sewer District
3900 Euclid Ave.
Cleveland, OH 44115
(216) 881-6600

1st + 2nd Reading 9.
31796-20

BY..... NO.....

AN ORDINANCE

Repealing Ordinance No. 31346-14 and Describing the Boundaries of the Midpark Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

WHEREAS, this Commission desires to pursue all reasonable incentives to assist and encourage construction and remodeling in parts of the South Park and University Park Neighborhoods of the City of Dayton; and,

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code (“R.C.”) provide that a municipality may grant certain exemption from real property taxation for new construction or remodeling efforts within an area that is designated by the legislative authority of the municipal corporation as a Community Reinvestment Area (“CRA”); and,

WHEREAS Ordinance 31346-14 establishing the Downtown Dayton CRA was passed by the Dayton City Commission on November 12, 2014; and,

WHEREAS, the geographical boundaries of the proposed CRA are depicted in the map attached hereto as Exhibit A and incorporated herein by this reference; and,

WHEREAS, R.C. Section 3735.66 requires the City to conduct a survey of the housing located in the geographical boundaries of the proposed CRA; and,

WHEREAS, the remodeling of existing structures and the construction of new structures in the proposed CRA would serve to encourage economic stability, maintain real property values, and generate new employment opportunities, and constitutes a public purpose for which real property tax exemptions may be granted; and,

WHEREAS, Section 44.20 of the Revised Code of General Ordinances requires that any real property tax exemption shall conform to the requirements of the ORC.; and,

WHEREAS, the properties contained within the geographical boundaries of the CRA (the “Midpark CRA”) are located in the South Park and University Park neighborhoods and are located within a Planning District or a Community Development Area; and,

WHEREAS, it is necessary that this Ordinance take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, property, health and safety; now, therefore,

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

Section 1. That the Midpark CRA described in Section 2 of this Ordinance constitutes areas in which housing facilities or structures of historical significance are located and areas in which new construction or repair of existing facilities has been discouraged.

Section 2. That pursuant to R.C. Section 3735.66, this Commission hereby establishes the Midpark CRA, which shall be generally described by and be referred to as follows:

The point of beginning, being the intersection of Warren St. and Buckeye St. Thence southwardly along the centerline of Warren St., which become Brown St. at the intersection of Warren St. and Wyoming St. Thence southwardly along Brown St. to the intersection of Brown St. and Chambers St. Thence eastwardly along the centerline of Chambers St. to the intersection of Chambers St. and Alberta St. Thence northwardly along the centerline of Alberta St. to the intersection of Alberta St. and Wyoming St.. Thence eastwardly along the centerline of Wyoming St. to the intersection of Wyoming St. and Nathan Place. Thence northwardly along the centerline of Nathan Place to the intersection of Nathan Place and Oak St. Thence eastwardly along the centerline of Oak St. to the intersection of Oak St. and the first alley east of Nathan Place. Thence northwardly along the first alley east of Nathan Place to the intersection of the first alley east of Nathan Place and the first alley north of Adams St. Thence eastwardly along the first alley north of Adams St. to the intersection of the first alley north of Adams St. and Alberta St. Thence northwardly along the centerline of Alberta St. to the intersection of Alberta St. and Burns Ave. Thence eastwardly along south right-of-way line of Burns Ave. to County Parcel R72 01908 0026. Thence northwardly along the west boundary line of R72 01908 0026 to its northwest corner. Thence eastwardly along the north boundary line of County Parcel R72 01908 0026 to the south right-of-way line of Burns Ave. Thence eastwardly along the south right-of-way line of Burns Ave. to the intersection of Burns Ave. and Buckeye St. Thence westwardly along the centerline of Buckeye St. to the intersection of Warren St. and Buckeye St., which is the point of beginning.

Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated CRA will be eligible for exemptions under this Program.

Section 3. That pursuant to R.C. Section 3735.66, the City's Chief Building Official is designated as the "Housing Officer" and shall be responsible for administering and implementing the provisions of this Ordinance and ORC Sections 3735.65 to 3735.70.

Section 4. That all properties identified in Section 2 as being within the designated CRA are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

Section 5. That the owners of the residential property located in the Midpark CRA who are eligible for real property tax exemption ("residential tax exemption") as provided herein shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed.

Mixed-use projects are defined as those containing both residential and commercial components. Both the residential and the commercial/industrial components of a mixed-use project may be eligible for tax exemption, on a case-by-case basis, provided that the structures and/or remodeling are permitted by the Zoning Code. For a commercial or an industrial property, or the commercial or industrial portion of a mixed-use property, the

owner of the property and the City must enter into a written agreement prior to the commencement of remodeling or construction, as required in R.C. 3735.671.

All residential structures must comply with City of Dayton Building Code Regulations and Zoning Code Regulations to be eligible for exemptions under this Ordinance. The Housing Officer may deny the exemption if Building Code and/or Zoning Code violation(s) exist at a site prior to the request for tax exemptions and those identified Building Code and/or Zoning Code violation(s) will not be remedied by the proposed remodeling. The Housing Officer may revoke the residential tax exemption granted to a residential property in violation of a Building Code and/or Zoning Code Regulation where such violation(s) exists for a period in excess of six (6) months from the date of the notice of Code Violation.

Property owners granted and/or seeking a tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Montgomery County Treasurer's Office has approved a payment arrangement to bring such tax assessments current. If real estate tax assessments on a property granted and/or seeking a tax exemption pursuant to this Ordinance are delinquent and the owner cannot provide evidence of a payment arrangement and/or the owner of the property defaults in making the payment under a payment arrangement with the Montgomery County Treasurer's Office, the Housing Officer may deny the application for tax exemption and/or revoke the tax exemption.

Section 6. Within the CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in ORC Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a CRA Agreement as outlined in R.C. Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in R.C. Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the periods authorized by this Ordinance.

After receipt of an application, the Housing Officer shall verify the construction of the property structure and/or the remodeling and the facts asserted in the application. If the new construction and/or remodeling satisfies the requirements of this Ordinance, the Housing Officer shall grant a tax exemption as permitted under ORC Section 3735.67 and shall forward the application and certification stating the period and percentage of the tax exemption to the Montgomery County Auditor. The tax exemption shall vary for each type of activity to be performed in the CRA, and the period and percentage of tax exemption shall be as follows:

- a.** For the remodeling of every residential dwelling unit containing not more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars (\$5,000), as described in R.C. section 3735.67, a fifteen (15) year residential tax

exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

- b.** For the remodeling of every residential dwelling containing more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Ten Thousand Dollars (\$10,000), as described in R.C. section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.
- c.** For the construction of every residential dwelling located in the CRA identified in Section 2, as described in R.C. section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the assessed value of the residential structure may be granted.
- d.** For the remodeling of existing commercial and industrial facilities located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars (\$5,000), as described in R.C. section 3735.67, a tax exemption up to, and including, fifteen years (15), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of the remodeling occurring.
- e.** For the construction of new commercial or industrial facilities located within the CRA identified in Section 2, a tax exemption up to, and including, fifteen years (15), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

The residential tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable. In the event an owner receiving an exemption under this Ordinance transfers the property through a sale, the residential tax exemption will continue for the remainder of the original period specified and inure to the benefit of the subsequent owner. If at any time a property for which an exemption is granted under this Ordinance is not used solely for the approved use, the Housing Officer shall revoke the residential tax exemption and the remaining tax exemption shall be forfeited.

Section 7. All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672(C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement – a minimum of Five Hundred Dollars (\$500) up to a maximum of Two Thousand Five Hundred Dollars (\$2,500) annually unless waived.

Section 8. That the Housing Officer shall make annual inspections of the properties within the Midpark CRA, which have been granted a tax exemption hereunder in accordance with R.C. Section 3735.67. If the Housing Officer finds that the property has not been properly maintained or repaired due to the neglect of the property owner, the Housing Officer may revoke the exemption at any time after the first year of the tax

exemption. In the event the Housing Officer revokes the tax exemption as permitted hereunder, the Housing Officer shall notify the Montgomery County Auditor and the owner of the property that the tax exemption no longer applies, and shall provide a report of such revocation to the Tax Incentive Review Council. The report shall specify the findings as to the maintenance and/or repair of the property and the reason for revoking the tax exemption.

Section 9. That pursuant to ORC Section 3735.69, the City's existing "Tax Incentive Review Council" shall function as the "Housing Council" for the CRA identified in Section 2. The Tax Incentive Review Council may authorize and/or request an annual inspection of the properties within the CRAs identified in Section 2 for which a tax exemption has been granted pursuant to this Ordinance. The Tax Incentive Review Council shall also hear appeals under R.C. Section 3735.70.

Section 10. That the City Manager is directed and authorized, within fifteen (15) days from the adoption of this Ordinance, to petition the Director of Development for the State of Ohio to confirm the findings contained in this Ordinance.

PASSED BY THE COMMISSION....., 2020

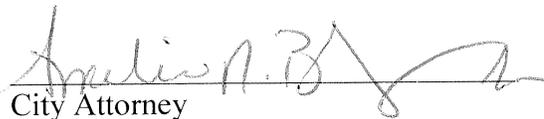
SIGNED BY THE MAYOR....., 2020

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

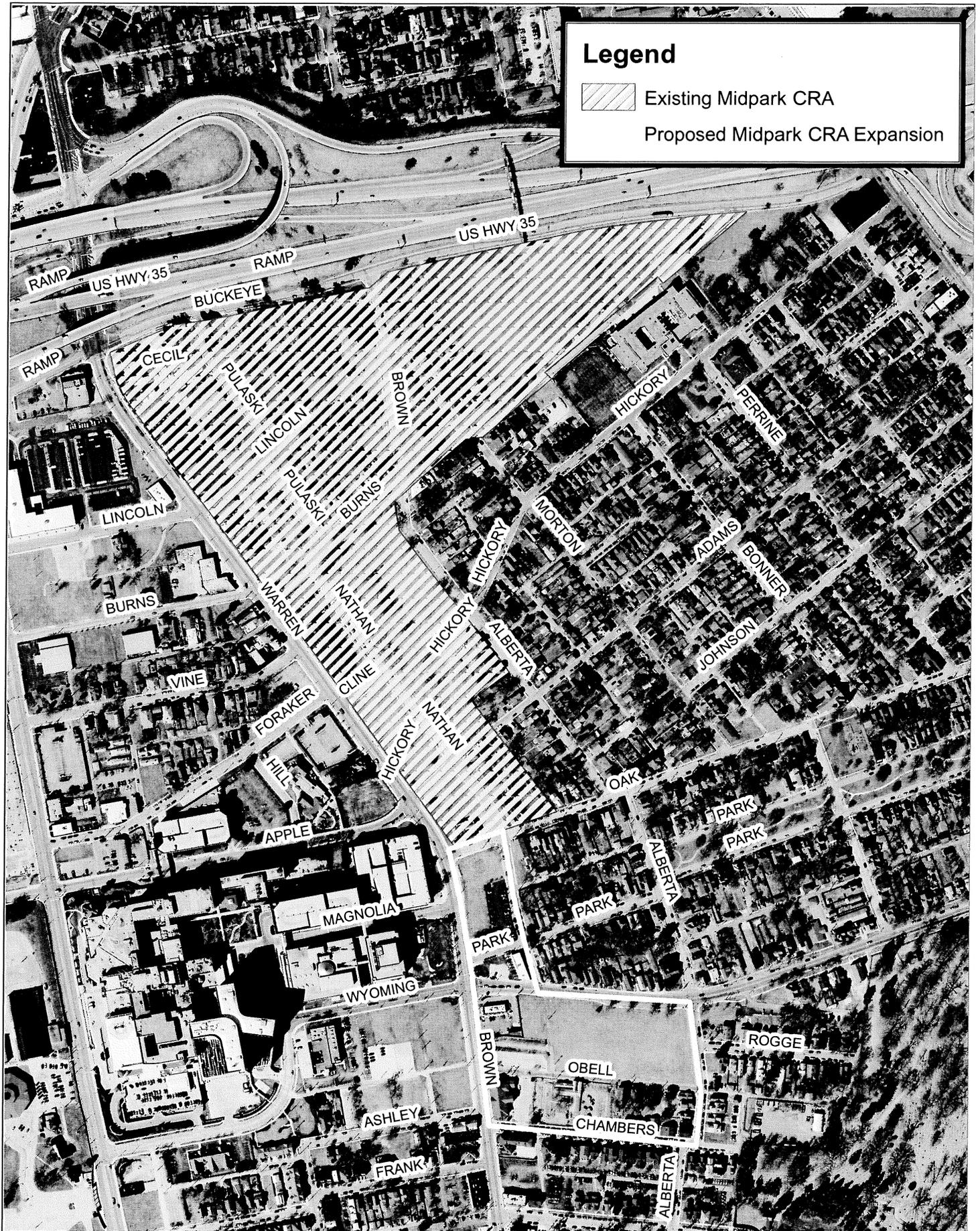
Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

Attachment A - Proposed Midpark CRA Boundary Expansion



1st + 2nd Reading 10.

31797-20

BY:.....

NO.....

AN ORDINANCE

Enacting Section 30.14 of the Revised Code of General Ordinances Permitting City Commissioners to Attend Commission Meetings Via Electronic Means, Allowing Public Attendance Via Electronic Means, Allowing for Electronic Signatures, and Declaring an Emergency.

WHEREAS, The City Commission recognizes that emergencies may occur that prevent the City Commissioners from meeting together in person; and

WHEREAS, When an emergency occurs it may be unsafe to have the public gather in one place to attend meetings; and

WHEREAS, In such circumstances it is safer to have the Commissioners attend the meeting via electronic means with the public able to view the meetings electronically off-site; and

WHEREAS, During the pendency of an emergency declaration, the Commission may wish to continue to hold meetings via electronic means and provide a method by which citizens can view the meetings remotely; and

WHEREAS, In order to maintain the ordinary course of business, the Commission wishes to allow for electronic signatures for contracts, purchase orders, and legislation; and

WHEREAS, The City of Dayton as a home-rule charter municipality has the authority under the Ohio Constitution to enact these provisions as they involve matters of local self-government, and these provisions are intended to control over any contrary State statutes; 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 Ordinance take effect immediately upon passage; now, therefore,

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

Section 1. That Section 30.14 of the Revised Code of General Ordinances of the City of Dayton is hereby enacted to read as follows:

Sec. 30.14. Allowing Modifications for Commission Meetings During a Declaration of Emergency and Providing for Electronic Signature.

(A) During the pendency of a City Declaration of Emergency, the City Commission may, but is not required to, continue to conduct special, regular, and/or emergency meetings. These meetings may be conducted via electronic means. The formation for a quorum for such meetings may be established by teleconference or interactive video, and the Commissioners need not be physically present at the meeting site. Such meetings need not be open to the public nor allow for public comment, but may be transmitted electronically and made available for viewing via closed circuit television, cable, and/or the internet.

(B) In addition to the authority to use electronic signatures otherwise allowed or provided, the City Manager, Mayor, Commissioners, City Attorney, Department Directors, Clerk of the Commission, Purchasing Agent, Division Managers, and their designees may electronically sign contracts, legislation, and purchase orders as necessary and otherwise authorized.

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

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

1st + 2nd Reading 11.
31798-20

By:.....

No:

AN ORDINANCE

Authorizing an Adjustment to the Boundary Line Between the City of Dayton, Ohio and the City of Vandalia, Ohio by Agreement of both Municipalities, Pursuant to Ohio Revised Code Section 709.37, and Declaring an Emergency.

WHEREAS, The Commission of the City of Dayton adopted a strategic plan called CitiPlan Dayton: The 20/20 Vision (“CitiPlan 20/20”), on May 5, 1999, which included an economic development strategy to partner in regional development efforts; and

WHEREAS, The City of Dayton presented a request to change the boundary line separating the City of Dayton from the City of Vandalia, as more fully set forth in an Agreement dated December 20, 2019 (“Agreement”), in order to consolidate the property in the City of Dayton; and

WHEREAS, The City of Vandalia is amenable to changing the boundary line for the benefit of the Dayton region; and

WHEREAS, The City of Dayton is willing to compensate the City of Vandalia for said boundary adjustment in accordance with the Agreement, and pursuant to Section 709.37 of the Ohio Revised Code; and

WHEREAS, Time is of the essence to facilitate new development, so it is therefore necessary for the immediate preservation of the public peace, property, health, and safety that this ordinance take effect at an early date; now, therefore,

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

Section 1. That the City of Dayton, having presented the request to adjust boundary lines as more fully set forth in the Agreement, attached hereto as Exhibit A and as described in the attached Exhibit B, has determined it to be in Dayton’s best interests to proceed with such boundary line adjustment.

Section 2. That the City Manager, or her designee, is hereby authorized to execute any and all documents necessary to achieve the realignment of the boundary line between the cities of Dayton and Vandalia.

Section 3. That the boundary adjustment described above shall be completed for the purposes set forth in the various preambles of this ordinance.

Section 4. That the Clerk of Commission is directed to certify this ordinance to the Montgomery County Board of County Commissioners.

Section 5. 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

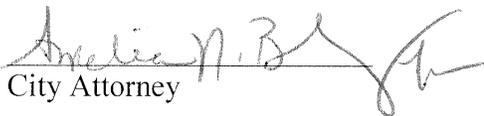
SIGNED BY THE MAYOR....., 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

Exhibit A

Exhibit B – Legal Description

Situate in the Township of Butler, County of Montgomery, and State of Ohio, and being part of the Southeast quarter of Section 9, Town 3, Range 6 east, and also, being part of a parcel of land as conveyed to the City of Dayton in Deed Book 778, page 91 of the deed records of said County, being more particularly bounded and described as follows:

Starting in the southeast corner of Section 9, Town 3, Range 6 east, said corner being also in the centerline of the Dayton and Troy Turnpike Road;

thence north 2° 12' 30" west 428.60 feet along the east line of Section 9, Town 3, Range 6 east, said line also being the centerline of the Dayton and Troy Turnpike Road to the place of beginning;

thence continuing north 2° 12' 30" west 300.00 feet along the center line of the Dayton and Troy Turnpike Road to a point;

thence south 87° 47' 30" west 335.00 feet to a point;

thence south 2° 12' 30" east 102.88 feet parallel to and 335.00 feet distant from the centerline of the Dayton and Troy Turnpike Road to a point;

thence south 61° 44' 08" east 338.69 feet to the place of beginning, containing 1.549 acres more or less, subject to all legal highways.

March 11, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert B. Turner, Interim Director
Department of Aviation 

SUBJECT: AN ORDINANCE - Authorizing an Adjustment to the Boundary Line Between the City of Dayton, Ohio and the City of Vandalia, Ohio by Agreement of both Municipalities, Pursuant to Ohio Revised Code Section 709.37, and Declaring an Emergency.

The Department of Aviation requests the attached Ordinance be placed on the March 18, 2020 City Commission calendar for approval.

The Ordinance will authorize by mutual agreement an adjustment of the boundary line to place land that is currently located in the City of Vandalia into the City of Dayton. Adjustment of this boundary line will facilitate economic development at the airport. A fire station currently sits on the land; the City Commission approved the purchase of this fire station through a separate agreement executed on December 20, 2019, attached. The Ordinance has been approved by the Department of Law and is requested as an emergency.

If you have any questions or would like additional information please contact me at 454-8212.

cc: Mr. Parlette
Ms. Clements

1st and 2nd Reading
6479-20

12.

By:.....

No:

A RESOLUTION

Amending the Sanitary Sewer Agreement with the City of Vandalia Regarding the N. Dixie Fire Station Property, and Declaring an Emergency.

WHEREAS, In 1971, the City of Vandalia (“Vandalia”) and the City of Dayton (“Dayton”) entered into several agreements relative to water and sanitary sewer for certain properties at and around the James M Cox Dayton Municipal Airport; and,

WHEREAS, The 1971 Agreement allowed Dayton to utilize Vandalia’s sanitary sewer system for such property designated as parcel C-2 in Vandalia via Ordinance 71-34 and Dayton Ordinance 24141; and,

WHEREAS, Dayton is purchasing from Vandalia 1.549 acres of land being parcel B02 00118 0034 commonly known as the City of Vandalia Fire Station #3; (“Vandalia Fire Station Property”); and,

WHEREAS, Vandalia and Dayton have agreed to change the cities’ respective borders to remove the Vandalia Fire Station Property from Vandalia and add it into Dayton’s corporate limits as more fully set forth in an Agreement dated December 20, 2019 (“Agreement”); and,

WHEREAS, Vandalia and Dayton wish to further amend their Agreement by adding the Vandalia Fire Station Property to parcel C-2; now, therefore,

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

Section 1. Subsequent to, or contemporaneously with, the purchase of the Vandalia Fire Station Property by Dayton, the City Manager, or her designee, is hereby authorized to execute any and all documents and take all reasonable and necessary actions to add the Vandalia Fire Station Property to Parcel C-2 for purposes of the Agreement.

Section 2. For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its passage.

ADOPTED BY THE COMMISSION....., 2020

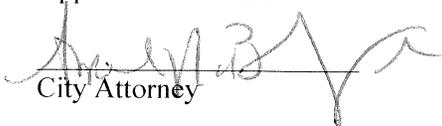
SIGNED BY THE MAYOR....., 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

March 11, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert B. Turner, Interim Director *GT*
Department of Aviation

SUBJECT: **A RESOLUTION** - Amending the Sanitary
Sewer Agreement with the City of Vandalia Regarding the N.
Dixie Fire Station Property and Declaring an Emergency.

The Department of Aviation requests the attached Resolution be placed on the March 18, 2020 City Commission calendar for approval.

The Resolution authorizes amendments to a 1971 agreement with the City of Vandalia regarding the use of Vandalia's sanitary sewer system. The amendment is needed to provide sanitary sewer service to new development at the Dayton International Airport.

The Department of Law has approved the Resolution. If you have any questions or would like additional information please contact me at 454-8212.

cc: Mr. Parlette
Ms. Clements

2nd Reading 13.

31793-20

BY

NO

AN ORDINANCE

Authorizing the Acceptance of an Easement from Taylor Summerville Battery Company, Inc. for Construction and Maintenance of a Sanitary Sewer Lift Station.

WHEREAS, The City of Dayton requires an easement upon land belonging to Taylor Summerville Battery Company, Inc. for the purposes of constructing and maintaining a sanitary sewer lift station; and,

WHEREAS, This Commission deems it in the public interest to accept said easement; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized to accept an easement from Taylor Summerville Battery Company, Inc., on the property identified in the attached Exhibit A, Exhibit B and Exhibit C for the purposes of constructing and maintaining a sanitary sewer lift station.

Section 2. That the City Manager, or her designee, is authorized to execute any documents necessary to accept said easement.

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

"EXHIBIT A"
LEGAL DESCRIPTION

**PERMANENT UTILITY EASEMENT FOR AN UNDERGROUND SANITARY LIFT STATION ON THE
PROPERTY OF TAYLOR SUMMERVILLE BATTERY COMPANY, INC.**

SITUATE IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF DAYTON, SECTION 11, TOWN 2, RANGE 6 EAST, AND BEING PART OF PART LOT 79504 (0.954 ACRES) OF THE REVISED AND CONSECUTIVE NUMBERED LOTS ON THE PLAT OF THE CITY OF DAYTON AS CONVEYED TO TAYLOR SUMMERVILLE BATTERY COMPANY, INC. IN DEED 1982-00002130 (MF# 82-00066 E03) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON PIN (FOUND) MARKING THE SOUTHWEST CORNER TO THE GRANTOR'S 0.954 ACRE LOT, SAID PIN ALSO BEING THE NORTHWEST CORNER TO PART LOT 79504 CONTAINING 1.023 ACRES AS CONVEYED TO STARGAZER INVESTMENTS, LLC IN DEED 2007-00072870 (MF#96-00695 D02) AND ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH).

THENCE WITH THE SOUTHERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 **S89°49'37"E 20.00 FEET** TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT **N00°10'23"E 30.00 FEET** TO A POINT;

THENCE **N89°49'37"W 20.00 FEET** TO THE WESTERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH);

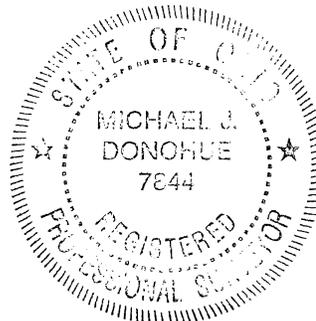
THENCE WITH THE SAID GRANTOR'S WESTERLY LINE AND THE EASTERLY RIGHT OF WAY LINE OF SAID SUCCESSFUL WAY **S00°10'23"W 30.00 FEET** TO THE POINT OF BEGINNING. THIS EASEMENT CONTAINS 0.014 ACRES.

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE GRANTOR'S 0.954 ACRE LOT AS SHOWN IN SURVEY RECORD 82-36 OF THE MONTGOMERY COUNTY SURVEY RECORDS (S89°49'37"E 218.15 FEET).

THE ABOVE FIELD DESCRIPTION IS THE RESULT OF A FIELD SURVEY DONE UNDER THE DIRECT SUPERVISION OF MICHAEL J. DONOHUE, REGISTERED SURVEYOR NO. 7844 WORKING FOR THE CITY OF DAYTON, OHIO IN MAY OF 2019 AND IS SUBJECT TO ALL LEGAL HIGHWAYS, CONDITIONS, AND RESTRICTIONS OF RECORD.


MICHAEL J. DONOHUE P.S.#7844

11/25/2019
DATE



"EXHIBIT B"
LEGAL DESCRIPTION

**TEMPORARY CONSTRUCTION EASEMENT FOR THE INSTALLATION OF AN UNDERGROUND
SANITARY LIFT STATION ON THE PROPERTY OF TAYLOR SUMMERVILLE BATTERY COMPANY,
INC.**

SITUATE IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF DAYTON, SECTION 11, TOWN 2, RANGE 6 EAST, AND BEING PART OF PART LOT 79504 (0.954 ACRES) OF THE REVISED AND CONSECUTIVE NUMBERED LOTS ON THE PLAT OF THE CITY OF DAYTON AS CONVEYED TO TAYLOR SUMMERVILLE BATTERY COMPANY, INC. IN DEED 1982-00002130 (MF# 82-00066 E03) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A ½" IRON PIN (FOUND) MARKING THE SOUTHWEST CORNER TO THE GRANTOR'S 0.954 ACRE LOT, SAID PIN ALSO BEING THE NORTHWEST CORNER TO PART LOT 79504 CONTAINING 1.023 ACRES AS CONVEYED TO STARGAZER INVESTMENTS, LLC IN DEED 2007-00072870 (MF# 96-00695 D02) AND ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH), BEING THE SOUTHWEST CORNER OF A PERMANENT EASEMENT CONTAINING 0.01 ACRES AS DESCRIBED IN EXHIBIT "A";

THENCE WITH THE SOUTHERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 CONTAINING 1.023 ACRES ALSO BEING THE SOUTHERLY LINE OF SAID PERMANENT EASEMENT AS DESCRIBED IN EXHIBIT "A" **S89°49'37"E 20.00 FEET** TO THE TRUE POINT OF BEGINNING.

THENCE WITH THE SOUTHERLY LINE OF SAID GRANTOR'S 0.954 ACRE LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 CONTAINING 1.023 ACRES **S89°49'37"E 80.00 FEET** TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT **N00°10'23"E 50.00 FEET** TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT **N89°49'37"W 40.00 FEET** TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT **N44°49'37"W 14.14 FEET** TO A POINT;

THENCE CROSSING SAID GRANTOR'S LOT **N00°10'23"E 40.00 FEET** TO A POINT;

THENCE **N89°49'37"W 50.00 FEET** TO A POINT ON THE WESTERLY LINE OF SAID GRANTOR'S LOT ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH);

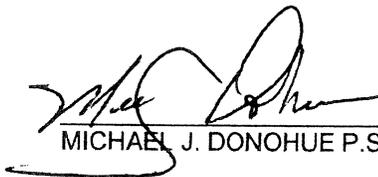
THENCE WITH THE SAID GRANTOR'S WESTERLY LINE AND THE EASTERLY RIGHT OF WAY LINE OF SUCCESSFUL WAY (60 FOOT WIDTH) **S00°10'23"W 70.00 FEET** TO A POINT BEING THE NORTHWEST CORNER OF SAID PERMANENT EASEMENT AS DESCRIBED IN EXHIBIT "A";

THENCE WITH THE NORTHERLY LINE OF SAID PERMANENT EASEMENT **S89°49'37"E 20.00 FEET** TO A POINT BEING THE NORTHEAST CORNER OF SAID PERMANENT EASEMENT DESCRIBED IN EXHIBIT "A";

THENCE WITH THE EASTERLY LINE OF SAID PERMANENT EASEMENT **S00°10'23"W 30.00 FEET** TO A POINT ON THE SOUTHERLY LINE OF SAID GRANTOR'S LOT AND THE NORTHERLY LINE OF SAID PART LOT 79504 CONTAINING 1.023 ACRES BEING THE SOUTHEAST CORNER OF SAID PERMANENT EASEMENT AND THE TRUE POINT OF BEGINNING. THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 0.160 ACRES. THIS EASEMENT WILL EXPIRE AT THE COMPLETION OF CONSTRUCTION AND RESTORATION.

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE GRANTOR'S 0.954 ACRE LOT AS SHOWN IN SURVEY RECORD 82-36 OF THE MONTGOMERY COUNTY SURVEY RECORDS (S89°49'37"E 218.15 FEET).

THE ABOVE FIELD DESCRIPTION IS THE RESULT OF A FIELD SURVEY DONE UNDER THE DIRECT SUPERVISION OF MICHAEL J. DONOHUE, REGISTERED SURVEYOR NO. 7844 WORKING FOR THE CITY OF DAYTON, OHIO IN MAY OF 2019 AND IS SUBJECT TO ALL LEGAL HIGHWAYS, CONDITIONS, AND RESTRICTIONS OF RECORD.


MICHAEL J. DONOHUE P.S.#7844

11/25/2019
DATE

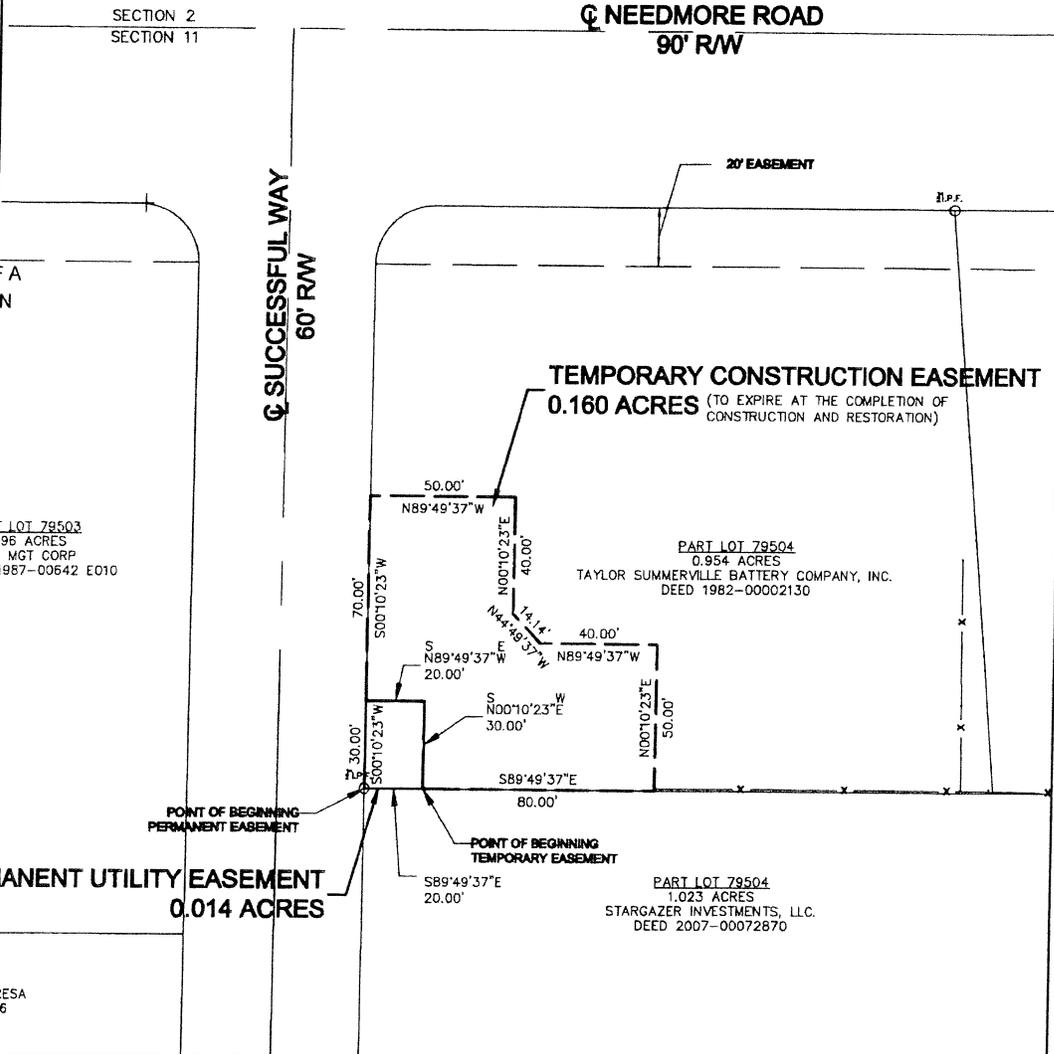
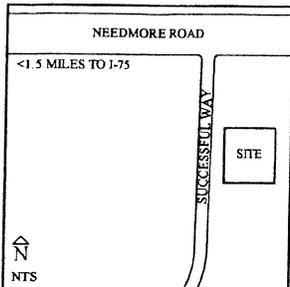


"EXHIBIT C"

PERMANENT UTILITY EASEMENT CONTAINING 0.014 ACRES AND TEMPORARY CONSTRUCTION EASEMENT CONTAINING 0.160 ACRES FOR THE CITY OF DAYTON ON THE PROPERTY OF TAYLOR SUMMERVILLE BATTERY COMPANY, INC.

SITUATE IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF DAYTON, SECTION 11, TOWNSHIP 2, RANGE 6 E, AND BEING PART OF LOT 79504 OF THE REVISED AND CONSECUTIVE NUMBERED LOTS ON THE PLAT OF THE CITY OF DAYTON, OHIO.

VICINITY MAP



BASIS OF BEARING
BEING THE SOUTHERN LINE OF A PART LOT 79504 AS SHOWN ON SURVEY RECORD 82-36 S 89°49'37" E

REFERENCES

- DEED 2014-00023852
- DEED 1996-00000695
- DEED 2003-00125504
- DEED 2003-300018016
- DEED 07-072870
- DEED 1985-00011814
- DEED 1982-00002130
- MF 1987-00642-E010
- MF 1982-00066-E03
- PLAT BOOK 11 PG 170
- PLAT BOOK 92 PG 100-101
- PLAT BOOK 170 PG 11
- PLAT BOOK 96 PG 16-16C
- SURVEY 82-36

LEGEND

- I.P.F. ○ IRON PIN FOUND
- + CROSS NOTCH FOUND

PERMANENT UTILITY EASEMENT 0.014 ACRES

TEMPORARY CONSTRUCTION EASEMENT 0.160 ACRES (TO EXPIRE AT THE COMPLETION OF CONSTRUCTION AND RESTORATION)

PART LOT 79504
0.954 ACRES
TAYLOR SUMMERVILLE BATTERY COMPANY, INC.
DEED 1982-00002130

PART LOT 79504
1.023 ACRES
STARGAZER INVESTMENTS, LLC.
DEED 2007-00072870

PART LOT 79503
0.668 ACRES
DAY TIMOTHY L AND TERESA
DEED 2003-300018016

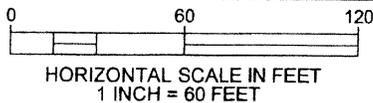
I CERTIFY THAT THIS EASEMENT SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED IN MAY 2019.



MICHAEL J. DONOHUE, PS# 7844 DATE 11/25/2019



CITY OF DAYTON, OHIO
DEPARTMENT OF WATER
DIVISION OF WATER ENGINEERING
320 W. MONUMENT AVENUE
DAYTON, OHIO 45402



NO.	DATE	ISSUE / REVISION
1	08.01.2018	DRAFTED BY MWN
2	08.05.2018	REVISED BY MWN
3	08.06.2019	CHECKED BY MJD

February 13, 2020

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

FROM: Michael Powell, Director 
Department of Water

SUBJECT: Ordinance – Easement for Sanitary Sewer Lift Station

Attached is an ordinance to accept an easement from Taylor Summerville Battery Company, Inc. for construction and maintenance of a public sanitary sewer lift station. The sanitary lift station is being relocated away from the intersection of Needmore Road and Successful Way to improve the safety associated with operation and maintenance of the sanitary lift station. Taylor Summerville is providing the easement at no cost but the Department of Water is replacing the parking lot, restriping the parking lot, and performing other site restoration. The temporary easement necessary for construction covers 0.16 acres and will expire at the completion of construction and restoration. The permanent easement for the sanitary lift station is 0.014 acres.

Please present the legislation to the City Commission for their action. If you have any questions, please contact Nick Dailey at x1839.

Attachments

cc: Tammi Clements, Deputy City Manager
Joe Parlette, Deputy City Manager

2nd Reading
31794-20

14.

BY:

NO

AN ORDINANCE

To Vacate the Second Alley South of Stanley Avenue from Valley Street to Brandt Street.

WHEREAS, The City Commission did on the 27th day of November, 2019, by Resolution No. 6457-19, declare its intention to vacate the second alley south of Stanley Avenue from Valley Street to Brandt 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 the second alley south of Stanley Avenue from Valley Street to Brandt Street be vacated; and,

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

WHEREAS, The vacation of the second alley south of Stanley Avenue from Valley Street to Brandt Street described herein will enable the abutting property owner to develop this property; and,

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

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

Section 1. That the second alley south of Stanley Avenue from Valley Street to Brandt Street being more particularly bounded and described in as follows:

Being all of the 16.5 foot second alley south of Stanley Avenue from the 60 foot Valley Street to the 60 foot Brandt 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 mouths at Valley Street and Brandt Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. Vectren shall retain an easement over, under, and through the vacated area for its existing eight inch steel gas main. With written consent from Vectren these facilities may be relocated or abandoned at the expense of the applicant.

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

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



February 28, 2020

TO: Shelley Dickstein
City Manager

FROM: Keith Steeber, City Engineer
Division of Civil Engineering

KB S

SUBJECT: The Vacation of the Second Alley South of Stanley Avenue from Valley Street to Brandt Street

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

Petition No. 21442 requesting the vacation was received from Synergy Building Systems on October 17, 2019. Resolution No. 6457-19 declaring the Commission's intention to vacate was adopted on November 27, 2019. The Board of Revision of Assessments recommended the vacation on January 28, 2020. The vacation will enable the abutting property owner to develop this property.

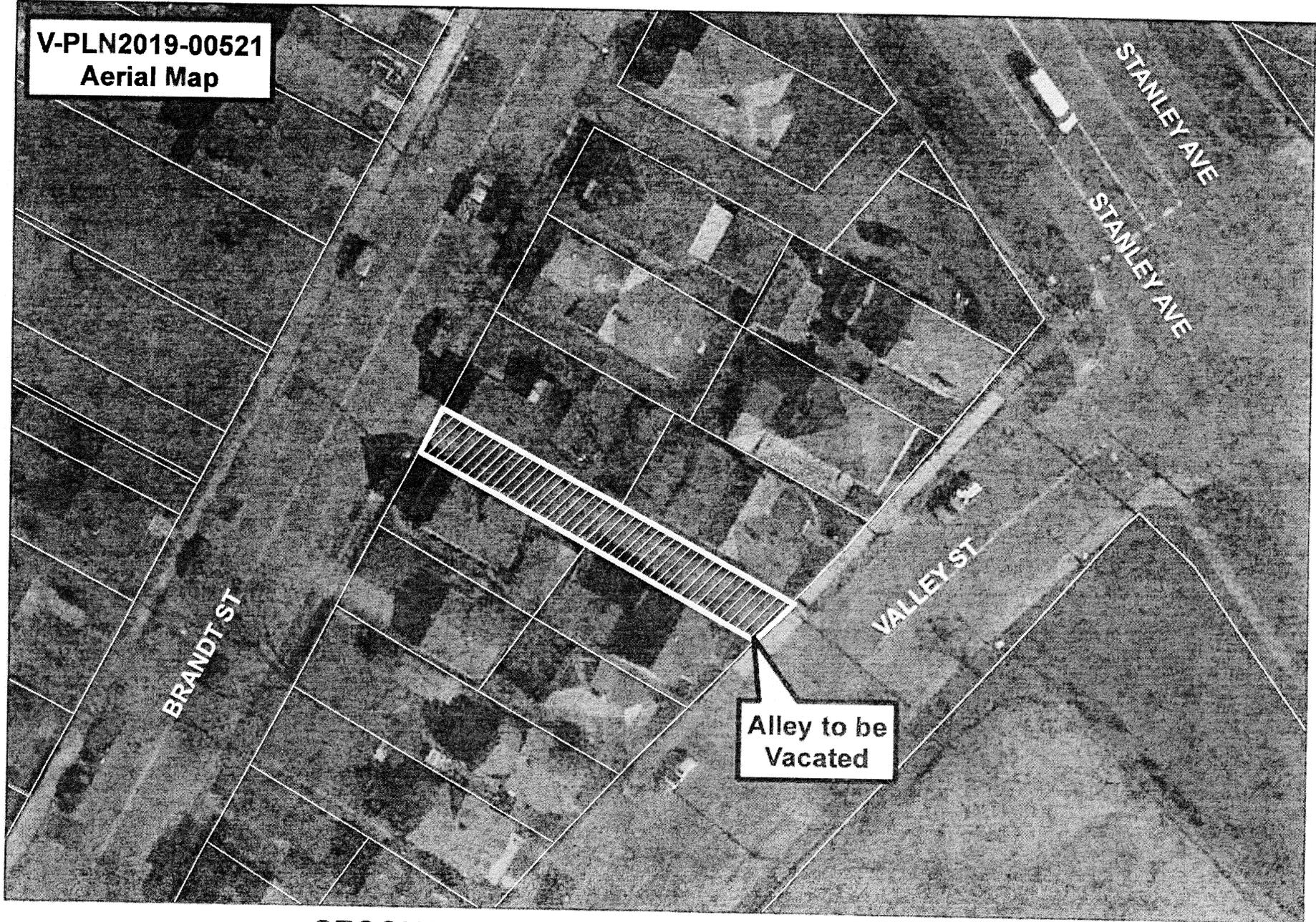
If you have any additional questions, please contact Joe Weinel at extension 4218.

JRW

Attachments

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

V-PLN2019-00521
Aerial Map



SECOND ALLEY SOUTH OF STANLEY AVENUE
FROM VALLEY STREET TO BRANDT STREET
PUBLIC RIGHT-OF-WAY VACATION

2nd Reading 15.
31795-20

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

AN ORDINANCE

Establishing the Boundaries and Controls of the Oregon Designated Outdoor Refreshment Area.

WHEREAS, Section 4301.82 of the Ohio Revised Code permits the City of Dayton to establish up to two “Designated Outdoor Refreshment Areas” within its corporate limits; and,

WHEREAS, The Oregon District Business Association prepared and submitted a proposal to create a Designated Outdoor Refreshment Area around the Oregon District area; and,

WHEREAS, Based on that proposal and incorporating City staff input, an application in compliance with Section 4301.82(B) of the Ohio Revised Code was filed with the Commission of the City of Dayton (“Dayton City Commission”) to establish and designate an outdoor refreshment area; and,

WHEREAS, The geographical boundaries of the proposed designated outdoor refreshment area are depicted in the map attached hereto as Exhibit A and incorporated herein by this reference; and,

WHEREAS, Beginning January 21, 2020, notice of the filing and consideration of said application was published in a newspaper of general circulation in the City of Dayton once a week for two separate weeks in compliance with Section 4301.82(C) of the Ohio Revised Code; and,

WHEREAS, The City Manager has submitted the application to the Dayton City Commission for its review and consideration; and,

WHEREAS, On March 4, 2020, the Dayton City Commission conducted a public hearing on its consideration of the application; and,

WHEREAS, The Dayton City Commission finds that the application is in compliance with Section 4301.82(B) and Resolution No. 6121-15 and that the designated outdoor refreshment area to be created in compliance with Section 4301.82(D) of the Ohio Revised Code; now, therefore,

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

Section 1. In accordance with City of Dayton Resolution No. 6121-15 (“Establishing the Procedure for the Designation of an Outdoor Refreshment Area”) the application has been reviewed by the Outdoor Refreshment Area Petition Review

Committee for compliance with the criteria set forth therein and its recommendations have been submitted to the City Manager.

Section 2. That pursuant to ORC Section 4301.82, this Commission hereby establishes the Oregon Designated Outdoor Refreshment Area (“Oregon DORA”), which is more fully depicted on the map and list of addresses which are attached hereto and incorporation herein as Exhibit A and Exhibit B, subject to the requirements set forth herein to ensure the public health and safety.

Section 3. In order to ensure the public health and safety within the subject Oregon DORA, the Dayton City Commission establishes the following requirements:

- (a) There shall be at least 25 signs indicating the boundary of the Oregon DORA. The locations of these signs are depicted on Exhibit A. The Director of Planning and Community Development may, at his or her sole determination, require additional signs. These signs shall be made of metal like material and be mounted in a manner approved by the Director of the Department of Public Works.
- (b) The hours of operation of the Oregon DORA will be from 12:01 p.m. to 12:01 a.m., seven days per week, except for the last Saturday in October and March 17, annually. However the City maintains, at its sole discretion, the ability to modify or limit these hours, based on the ability to maintain safety and welfare, by vote of the Dayton City Commission.
- (c) A Safety Plan has been developed to ensure public safety in the Oregon DORA, which is attached as Exhibit C. The Chief of the Dayton Police Department and Chief of the Dayton Fire Department, at their sole discretion, may modify the Safety Plan to maintain the safety and welfare of the public.
- (d) A Sanitation Plan has been developed to maintain the appearance and public health of the Oregon DORA, which is attached as Exhibit D. The Director of Public Works, at his or her sole discretion, may modify the Sanitation Plan to maintain the appearance of the Oregon DORA and the public health of Dayton’s residents.
- (e) Within the boundaries of the Oregon DORA, beer and intoxicating liquor to be consumed outdoors shall be served only in plastic containers that are approved by the Director of Planning and Community Development. The Director of Planning and Community Development reserves the right to delegate the authority to sell the pre-approved plastic containers to a third party.

Section 4. In accordance with Section 4301.82 of the Ohio Revised Code, five years from the date of the adoption of this ordinance, the Dayton City Commission shall review the operation of the Oregon DORA hereby created and shall either approve its continued operation or dissolve it. Such review shall be repeated five years after any subsequent approval of the Oregon DORA in the same manner.

Section 5. The Dayton City Commission, at its sole discretion, may, at any time, dissolve all or part of the Oregon DORA.

Section 6. The Dayton City Commission may expand the Oregon DORA at any time in accordance with Section 4301.82 of the Ohio Revised Code.

Section 7. Participating permit establishments within the boundaries of the Oregon DORA shall be responsible for the purchase and dissemination of approved plastic containers, the required additional trash receptacles, and the boundary signage. Failure to adhere to the requirements set forth by this Ordinance may result in the dissolution of all or part of the Oregon DORA.

Section 8. Any reviews or other action taken under the authority of this Ordinance shall occur in a manner consistent with state law.

PASSED BY THE COMMISSION....., 2020

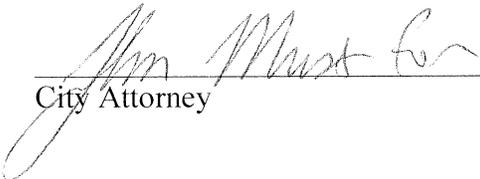
SIGNED BY THE MAYOR....., 2020

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

EXHIBIT B

List of Addresses within District

PARCEL	ADDRESS
R72 00609 0001	253 BAINBRIDGE ST, DAYTON, OH 45402
R72 01508 0017	8 BROWN ST, DAYTON, OH 45402
R72 01508 0019	8 BROWN ST, DAYTON, OH 45402
R72 01501 0007	11 BROWN ST, DAYTON, OH 45402
R72 01508 0018	12 BROWN ST, DAYTON, OH 45402
R72 01501 0008	13 BROWN ST, DAYTON, OH 45402
R72 01508 0021	22 BROWN ST, DAYTON, OH 45402
R72 01508 0022	22 BROWN ST, DAYTON, OH 45402
R72 01508 0020	22 BROWN ST, DAYTON, OH 45402
R72 51336 0005	8 CLAY ST, DAYTON, OH 45402
R72 51336 0003	8 CLAY ST, DAYTON, OH 45402
R72 51336 0004	8 CLAY ST, DAYTON, OH 45402
R72 51336 0002	8 CLAY ST, DAYTON, OH 45402
R72 51336 0001	8 CLAY ST, DAYTON, OH 45402
R72 01401 0015	9 CLAY ST, DAYTON, OH 45402
R72 00511 0001	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0010	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0012	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0007	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0008	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0040	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0006	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0034	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0017	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0037	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0036	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0033	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0042	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0016	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0019	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0015	22 E FIFTH ST, DAYTON, OH 45402
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R72 00511 0022	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0043	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0018	22 E FIFTH ST, DAYTON, OH 45402
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R72 00511 0039	22 E FIFTH ST, DAYTON, OH 45402
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R72 00511 0004	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0030	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0020	22 E FIFTH ST, DAYTON, OH 45402

R72 00511 0025	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0014	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0038	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0041	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0026	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0003	22 E FIFTH ST, DAYTON, OH 45402
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R72 00511 0013	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0023	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0024	22 E FIFTH ST, DAYTON, OH 45402
R72 00511 0011	22 E FIFTH ST, DAYTON, OH 45402
R72 00509 0028	33 E FIFTH ST, DAYTON, OH 45402
R72 00509 0032	33 E FIFTH ST, DAYTON, OH 45402
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R72 00512 0014	114 E FIFTH ST, DAYTON, OH 45402
R72 00512 0013	114 E FIFTH ST, DAYTON, OH 45402
R72 01401 0004	118 E FIFTH ST, DAYTON, OH 45402
R72 01401 0005	118 E FIFTH ST, DAYTON, OH 45402
R72 00512 0031	130 E FIFTH ST, DAYTON, OH 45402
R72 00512 0008	130 E FIFTH ST, DAYTON, OH 45402
R72 00512 0025	200 E FIFTH ST, DAYTON, OH 45402
R72 01501 0005	318 E FIFTH ST, DAYTON, OH 45402
R72 00607 0025	329 E FIFTH ST, DAYTON, OH 45402
R72 00607 0027	329 E FIFTH ST, DAYTON, OH 45402
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R72 00607 0029	333 E FIFTH ST, DAYTON, OH 45402
R72 00607 0039	333 E FIFTH ST, DAYTON, OH 45402
R72 01501 0006	336 E FIFTH ST, DAYTON, OH 45402

R72 00607 0030	337 E FIFTH ST, DAYTON, OH 45402
R72 00607 0031	343 E FIFTH ST, DAYTON, OH 45402
R72 00607 0033	351 E FIFTH ST, DAYTON, OH 45402
R72 00607 0032	351 E FIFTH ST, DAYTON, OH 45402
R72 01508 0014	400 E FIFTH ST, DAYTON, OH 45402
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R72 00606 0004	401 E FIFTH ST, DAYTON, OH 45402
R72 00606 0005	411 E FIFTH ST, DAYTON, OH 45402
R72 01508 0042	416 E FIFTH ST, DAYTON, OH 45402
R72 01508 0013	416 E FIFTH ST, DAYTON, OH 45402
R72 00606 0007	417 E FIFTH ST, DAYTON, OH 45402
R72 00606 0006	417 E FIFTH ST, DAYTON, OH 45402
R72 01508 0043	418 E FIFTH ST, DAYTON, OH 45402
R72 00606 0008	423 E FIFTH ST, DAYTON, OH 45402
R72 01508 0012	424 E FIFTH ST, DAYTON, OH 45402
R72 01508 0046	426 E FIFTH ST, DAYTON, OH 45402
R72 00606 0009	427 E FIFTH ST, DAYTON, OH 45402
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R72 01508 0003	450 E FIFTH ST, DAYTON, OH 45402
R72 01508 0004	452 E FIFTH ST, DAYTON, OH 45402
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R72 01401 0007	502 E FIFTH ST, DAYTON, OH 45402
R72 01401 0006	502 E FIFTH ST, DAYTON, OH 45402
R72 01401 0003	502 E FIFTH ST, DAYTON, OH 45402
R72 00606 0055	511 E FIFTH ST, DAYTON, OH 45402
R72 00606 0056	511 E FIFTH ST, DAYTON, OH 45402
R72 00606 0054	513 E FIFTH ST, DAYTON, OH 45402
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R72 01401 0009	514 E FIFTH ST, DAYTON, OH 45402
R72 00606 0053	515 E FIFTH ST, DAYTON, OH 45402

R72 00606 0052	517 E FIFTH ST, DAYTON, OH 45402
R72 01401 0010	518 E FIFTH ST, DAYTON, OH 45402
R72 01401 0011	518 E FIFTH ST, DAYTON, OH 45402
R72 01401 0012	520 E FIFTH ST, DAYTON, OH 45402
R72 01401 0061	522 E FIFTH ST, DAYTON, OH 45402
R72 01401 0013	524 E FIFTH ST, DAYTON, OH 45402
R72 01401 0014	530 E FIFTH ST, DAYTON, OH 45402
R72 00606 0051	601 E FIFTH ST, DAYTON, OH 45402
R72 00609 0002	803 E FIFTH ST, DAYTON, OH 45402
R72 01413 0001	816 E FIFTH ST, DAYTON, OH 45410
R72 00604 0031	0 E FOURTH ST, DAYTON, OH 45402
R72 00609 0006	700 E FOURTH ST, DAYTON, OH 45402
R72 00606 0024	2 GATES ST, DAYTON, OH 45402
R72 00606 0023	6 GATES ST, DAYTON, OH 45402
R72 00606 0020	6 GATES ST, DAYTON, OH 45402
R72 00606 0013	6 GATES ST, DAYTON, OH 45402
R72 00606 0022	6 GATES ST, DAYTON, OH 45402
R72 00606 0019	6 GATES ST, DAYTON, OH 45402
R72 00606 0018	6 GATES ST, DAYTON, OH 45402
R72 00606 0016	6 GATES ST, DAYTON, OH 45402
R72 00606 0014	6 GATES ST, DAYTON, OH 45402
R72 00606 0015	6 GATES ST, DAYTON, OH 45402
R72 00606 0017	6 GATES ST, DAYTON, OH 45402
R72 00606 0021	14 GATES ST, DAYTON, OH 45402
R72 00606 0025	15 GATES ST, DAYTON, OH 45402
R72 00606 0063	15 GATES ST, DAYTON, OH 45402
R72 00606 0029	15 GATES ST, DAYTON, OH 45402
R72 00606 0027	15 GATES ST, DAYTON, OH 45402
R72 00606 0026	15 GATES ST, DAYTON, OH 45402
R72 00606 0028	15 GATES ST, DAYTON, OH 45402
R72 01401 0057	118 JACKSON ST, DAYTON, OH 45402
R72 01401 0058	118 JACKSON ST, DAYTON, OH 45402
R72 00510 0026	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0030	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0040	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0041	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0033	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0037	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0028	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0035	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0038	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0031	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0036	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0032	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0034	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0043	128 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0027	132 S JEFFERSON ST, DAYTON, OH 45402
R72 00512 0002	200 S JEFFERSON ST, DAYTON, OH 45402

R72 00512 0015	200 S JEFFERSON ST, DAYTON, OH 45402
R72 00512 0003	200 S JEFFERSON ST, DAYTON, OH 45402
R72 00512 0009	200 S JEFFERSON ST, DAYTON, OH 45402
R72 00512 0010	200 S JEFFERSON ST, DAYTON, OH 45402
R72 00512 0011	200 S JEFFERSON ST, DAYTON, OH 45402
R72 00510 0029	243 S JEFFERSON ST, DAYTON, OH 45402
R72 00509 0024	33 S MAIN ST, DAYTON, OH 45402
R72 00607 0040	101 PINE ST, DAYTON, OH 45402
R72 00607 0036	101 PINE ST, DAYTON, OH 45402
R72 00607 0034	101 PINE ST, DAYTON, OH 45402
R72 00607 0035	101 PINE ST, DAYTON, OH 45402
R72 00607 0023	101 PINE ST, DAYTON, OH 45402
R72 00607 0038	101 PINE ST, DAYTON, OH 45402
R72 00607 0037	101 PINE ST, DAYTON, OH 45402
R72 00607 0024	101 PINE ST, DAYTON, OH 45402
R72 00605 0095	0 WALNUT ST, DAYTON, OH 45402
R72 00605 0096	0 WALNUT ST, DAYTON, OH 45402
R72 00609 0024	50 WALNUT ST, DAYTON, OH 45402
R72 00609 0003	64 WALNUT ST, DAYTON, OH 45402
R72 00609 0026	70 WALNUT ST, DAYTON, OH 45402
R72 00606 0039	131 WAYNE AVE, DAYTON, OH 45402
R72 00606 0038	131 WAYNE AVE, DAYTON, OH 45402
R72 00606 0064	131 WAYNE AVE, DAYTON, OH 45402
R72 00606 0037	131 WAYNE AVE, DAYTON, OH 45402
R72 00605 0093	210 WAYNE AVE, DAYTON, OH 45402
R72 00606 0040	239 WAYNE AVE, DAYTON, OH 45402
R72 00606 0044	239 WAYNE AVE, DAYTON, OH 45402
R72 00606 0041	239 WAYNE AVE, DAYTON, OH 45402
R72 00606 0043	239 WAYNE AVE, DAYTON, OH 45402
R72 00606 0042	239 WAYNE AVE, DAYTON, OH 45402
R72 00606 0045	241 WAYNE AVE, DAYTON, OH 45402
R72 00606 0046	241 WAYNE AVE, DAYTON, OH 45402
R72 00606 0047	249 WAYNE AVE, DAYTON, OH 45402
R72 00606 0049	249 WAYNE AVE, DAYTON, OH 45402
R72 00606 0048	249 WAYNE AVE, DAYTON, OH 45402
R72 00606 0050	257 WAYNE AVE, DAYTON, OH 45402
R72 01413 0005	300 WAYNE AVE, DAYTON, OH 45410
R72 01401 0019	307 WAYNE AVE, DAYTON, OH 45402
R72 01401 0020	307 WAYNE AVE, DAYTON, OH 45402
R72 01401 0023	311 WAYNE AVE, DAYTON, OH 45402
R72 01401 0025	311 WAYNE AVE, DAYTON, OH 45402
R72 01401 0024	311 WAYNE AVE, DAYTON, OH 45402

EXHIBIT C

Safety Plan

The City of Dayton Department of Police is responsible for providing law enforcement services with the Oregon Designated Outdoor Refreshment Area ("Oregon DORA"). The Department of Police believes the current number of Public Safety personnel assigned to this district is adequate to maintain public safety within the Oregon Dora. The Department of Police will implement multiple strategies enabling it to maintain safety within the proposed district. The Department of Fire will be responsible for providing fire, rescue, and EMS within the Oregon DORA.

The Department of Police, Department of Fire, and participating permit holders shall regularly evaluate this Safety Plan for the purpose of determining whether updates, modifications, or supplementation may be advisable or required. The Chief of the Department of Police shall, in his or her sole discretion, make all decisions to increase or decrease Police presence in the Oregon DORA. The Chief of the Department of Fire shall, in his or her sole discretion, make all decision to increase or decrease Fire and/or EMT services in the Oregon DORA. The Oregon District Business Association and/or participating permit holders will be responsible for additional costs associated for increased Police and Fire presence or related to their operations in the Oregon DORA. These additional services may be billed to participating permit holders at a pro rata amount, calculated by the City.

The number of personnel is expected to remain consistent with pre-Oregon DORA levels. Therefore the number of safety personnel is the same number as would ordinarily be assigned to this area. In the event the services and/or personnel of the Departments of Police and/or Fire are inadequate after the DORA is established, the incremental increase of such needed services and/or personnel may be incurred by participating permit holders.

Special Events

The Department of Police and the participating permit holders shall meet and review the Safety Plan as needed for any special events within the Oregon DORA. Special Events within the Oregon DORA will require approval from the Chief of Police and may require the submission of an additional safety plan.

For special events in the Oregon DORA, the Fire Chief may stage personnel and/or equipment in a location within or near the Oregon DORA to allow for immediate response.

Additional Police and Fire services required for a special event may be billed to participating permit holders at a pro rata amount, calculated by the City.

EXHIBIT D

Sanitation Plan

There are currently 27 trash receptacles within the proposed Oregon DORA. This shall be supplemented by the acquisition, by participating permit holders, of approximately 15 permanent recycling receptacles, which are to be placed at strategic locations. These locations will be determined by the Director of the Department of Public Works.

Each participating permit holder located with the Oregon DORA shall provide and maintain adequate trash receptacles at the entryways of their business and/or patio areas. Each participating permit holder located within the Oregon DORA shall be responsible for the collection of litter within 15 feet of their establishment's premises.

The Department of Public Works and participating permitted holders shall regularly evaluate the need and frequency of street sweeping and servicing of trash receptacles, and if need, implement changes or modifications to the sanitation plan from the commencement of the Oregon DORA until the dissolution of the Oregon DORA. The Director of the Department of Public Works may, in his or her sole discretion, make any changes or modification to this sanitation plan that is necessary to ensure the health, cleanliness, and general appearance of the Oregon DORA.

At the time of the submission of the petition, participating permit holders did not anticipate an impact to the frequency of trash removal for receptacles or the personnel required. Therefore the number of sanitation personnel is the same as those that would be assigned pre-Oregon DORA. However, if this were to present an undue burden to the Department of Public Works, the cost may will be charged to the Oregon District Business Association and/or participating permit holders on a pro rata rate calculated by the City.

976-20

By:

No.

AN INFORMAL RESOLUTION

Accepting the 2020 Recommendation of the
Tax Incentive Review Council.

WHEREAS, The Tax Incentive Review Council met on March 2, 2020 and pursuant to Section 5709.85 of the Ohio Revised Code ("R.C.") made recommendations regarding agreements granting exemptions from property taxation for property within the City of Dayton; and,

WHEREAS, R.C. 5709.85 requires that this Commission accept, reject or modify the recommendations of the Tax Incentive Review Council; now, therefore,

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

Section 1. That this Commission hereby accepts the 2020 recommendations of the Tax Incentive Review Council, which recommendations are on file in the Department of Economic Development and incorporated herein by reference.

ADOPTED BY THE COMMISSION, 2020

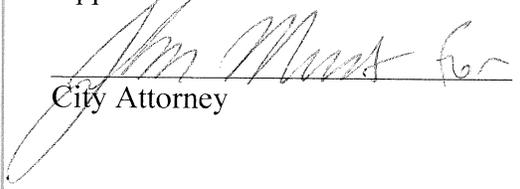
SIGNED BY THE MAYOR, 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

March 6, 2020

TO: Shelley Dickstein, City Manager

FROM: Ford P. Weber, Director *FPW*
Department of Economic Development

SUBJECT: Tax Incentive Review Council – Annual Review of Property Tax Exemptions

The Tax Incentive Review Council (TIRC) is required by State law to annually review all property tax exemptions within the City. The TIRC met on March 2, 2020 to review performance and recommend action to the City Commission about the status of the City's five active Enterprise Zone (EZ) Agreements, four Tax Increment Financing (TIF) Districts, and the Community Reinvestment Area (CRA) Program. Attached is an informal resolution to accept the recommendations of the TIRC for the 2019 Annual Review of Investment and Compliance Report for the EZ Program, CRA Program, and TIF Districts.

Tax Increment Financing Districts

Tax Increment Financing is an economic development tool available to local governments in Ohio to finance public infrastructure improvements. The City has four active TIF projects: the Greater Webster Station Relizon Project, Courthouse Square, Tech Town Building A-Greater Webster Station Project, and the GE Aviation EPISCENTER. The four TIFs were created in support of \$85 million in investment and the retention or creation of 1,305 jobs. All of the projects are in good standing and the TIRC recommended that the four TIFs be continued until the 2020 annual review.

Enterprise Zone Program

Between June 1983, and December 31, 2019, the City of Dayton has entered into a total of 258 EZ Program Agreements. The TIRC reviewed five EZ Agreements for the 2019 Annual Certification of Investment and Employment. Companies are evaluated on pledged versus actual investment, job creation and retention, and hiring of city residents. Of the Agreements reviewed, four of the Agreements are being continued and were found to be in Substantial Compliance with pledged goals, and one is Expiring in Good Standing.

The city has experienced \$91.8 million in actual total investment from businesses pledging to invest \$48.9 million and create 137 jobs. Average investment by a business in the EZ Program is \$10.2 million, which exceeds the average pledge of \$5.4 million. Employment in 2019 is 1,369 full-time equivalent positions, which includes created and retained jobs. The number of jobs attributed to the program is 568.

Community Reinvestment Area Program

In 2019 the CRA Program included 289 residential parcels that benefitted from real property tax exemption on improvements resulting from rehabilitation or new construction and eight active commercial CRA Projects. These eight CRA projects include: Water Street Acquisition, Water Street Hotel, St. Peter Partners, Flats at South Park, LAW 607, PSA Airlines Hangar and Maintenance Facility, NP Dayton Buildings II, LLC, and Energy Holding, Inc., fka STP Products. The eight commercial CRAs were created in support of \$234.8 million in investment and the retention or creation of 864 jobs. All of the projects are in good standing and the TIRC recommended that the CRA projects be continued until the year end 2020 annual review.

Conclusion

These three programs continue to be useful tools for supporting business growth. The Department of Economic Development is preparing the City's 2019 annual reports for each program, which must be filed electronically by March 31, 2020. The informal resolution accepting the TIRC recommendations will finalize the 2019 process and permit the City to be in compliance with the requirements for managing these three programs. We are requesting that this informal resolution be passed at the March 18, 2020 Commission meeting.

If you have any questions about the attached information, please contact Mary Faulkner at extension 3819.

Attachment

C: Tammi Clements
Joe Parlette



Department of Planning &
Community Development

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 / Fax (937) 333-4281
www.daytonohio.gov

17

February 14, 2020

P.H. - March 18, 2020
6:00 P.M.

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

CASE No. PLN2019-00629

SUBJECT: Transmittal of Report for City Plan Board Case PLN2019-00629
Amend the Provisions of Planned Development PD-124 for Rosa Parks Early Learning Center

Applicant: Mr. Terry Aldridge for Dayton Public Schools
Pinnacle Architects, Inc.
480 Vantage Point, Suite 201
Miamisburg, OH 45342

Description: Amend the provisions of Planned Development PD-124 for the Rosa Parks Early Learning Center located at 3705 Lori Sue Avenue to add more parking and update references within the Planned Development to reflect the current Zoning Map and Zoning Code.

Board Action: Date: January 14, 2020 Decision: Recommended Approval

- Attachments:**
1. Plan Board Minute Record
 2. Plan Board Case Report
 3. Correspondence Received
 3. Copy of Ordinance

If you have any questions, please contact Ann Schenking at ext. 3699.

GS/ams

c: Ms. Dickstein, Mr. Parlette, Ms. Clements, Mr. Kinskey, Mr. Kroeger, Ms. Vincent, Ms. Schenking

MEMORANDUM



February 10, 2020

TO: Rashella Lavender, Clerk of Commission
Office of the City Commission

FROM: Ann Schenking, Secretary 
City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case PLN2019-00629
Amend the Provisions of Planned Development PD-124 for Rosa Parks Early Learning Center

Applicant: Mr. Terry Aldridge for Dayton Public Schools
Pinnacle Architects, Inc.
480 Vantage Point, Suite 201
Miamisburg, OH 45342

Description: Amend the provisions of Planned Development PD-124 for the Rosa Parks Early Learning Center located at 3705 Lori Sue Avenue to add more parking and update references within the Planned Development to reflect the current Zoning Map and Zoning Code.

Board Action: Date: January 14, 2020 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing is scheduled for Wednesday, March 18, 2020 at 6:00 P.M.**

Advertising: Advertise Public Hearing on **Friday, February 14, 2020**
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

If you have any questions, please contact me at ext. 3699. Thank you.

c: Case File, w/ attachment



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

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, March 18, 2020 at 6:00 P.M., or as soon thereafter as the hearing can begin, in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio on the following:

Official Zoning Map Amendment

Case: PLN2019-00629

Amend the provisions of Planned Development PD-124 for the Rosa Parks Early Learning Center located at 3705 Lori Sue Avenue to add more parking and update references within the Planned Development to reflect the current Zoning Map and Zoning Code.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Susan Vincent in the Department of Planning and Community Development at 937-333-3683 or susan.vincent@daytonohio.gov.

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

RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION



City of Dayton

City Plan Board

Summary Minute Record January 14, 2020

2. PLN2019-00629 – Zoning Map Amendment to Amend Planned Development PD-124 to Add Additional Parking at the Rosa Parks Early Learning Center Located at 3705 Lori Sue Avenue

Applicant: Dr. Gary Dickstein, Operations Business Manager
Dayton Public Schools
4280 N. James H. McGee Boulevard
Dayton, OH 45417

Priority Land Use Board: North Central Planning District: Wesleyan Hill

Decision: Recommended City Commission Approval

Staff Comments

Susan Vincent presented the staff report. She said staff believed the determinations and findings could be made with the condition that certain landscaping required by the PD is installed prior to the issuance of building and zoning permits for the parking lot expansion and recommended approval. In addition references in the PD would be updated to reflect the current Zoning Map and Zoning Code.

In 2005, the City Plan Board approved the Dayton Public School's request for a Planned Development overlay (PD-124) on Lori Sue Avenue to allow for the construction of a new pre-kindergarten through eighth grade (PK-8) school and associated facilities; Fairport/Cornell Heights elementary school at that time.

In 2006, a minor amendment to the Planned Development (PD-124) was approved administratively by the Chief Building Official and Planning and Community Development Director. The minor adjustment modified the Landscaping, Screening and Fencing section and approved the removal of some interior landscaping. However, trees were still required to be placed along street frontages and in parking lot landscape islands.

Dayton Public Schools wishes to amend the PD to add 82 additional staff parking spaces. The new parking lot would replace an existing abandoned baseball field.

The subject property was originally developed as a PreK-8 school but has experienced a programmatic change to PreK only. In addition, Montgomery County Child Development Center is operating a new day care center on site. The proposed parking lot was designed to accommodate the new staff, to better serve existing staff, and completely separate parent drop-off traffic from bus traffic. Children safety and pedestrian access is improved by making these changes.

The Rosa Parks school site provides multiple opportunities for outdoor activity, including the abandoned baseball field, a track, football field, tennis courts, basketball courts, and a large playground. During staff's site visit, conducted December 23, 2019 neighborhood children were using both the basketball courts and the school playground. The applicant has confirmed that the baseball field was abandoned once it was no longer being used for DPS programming and is not aware of any neighborhood groups relying on the space currently.

At the time of the site visit, more than 20 trees – required as part of the adopted site plan – are missing. Twenty-two (22) shade trees are absent along the property's Kings Highway frontage and two (2) shade trees are absent within the large bus-drop-off drive landscape island. It is staff opinion that DPS should be required to complete their landscaping plan as a condition for the approval of the new parking lot.

In the spirit of updating the regulations and to ease future development, staff proposes to update the PD to reflect the current zoning regulations including both general standards for off-street parking, signage, etc. and specific standards as they relate to the underlying zoning district.

Staff believes that the request by DPS conforms to the intent and purpose of the Planned Development. Ms. Vincent recommended that the Plan Board recommend City Commission approval of the amended Planned Development with the updated references and requirement to plant and maintain all trees and landscaping approved on the original adopted site plan.

Public Hearing Comments

The North Central Land Use Priority Board recommended approval of the proposal.

Gary Dickstein and Rick Rayford, Dayton Public Schools, 4280 N. James H. McGee Boulevard, Dayton, OH, spoke in support of the request, described the need for additional parking, and answered questions from the Plan Board. Mr. Dickstein said that before permits would be pulled for the parking lot, DPS will plant the required trees.

Board Discussion

The Plan Board discussed the case. Mr. Payne said that the parking situation at the site was crazy when he did reserve teaching there.

Board Action

A motion was made by Mr. Payne, seconded by Ms. Pegues and carried to recommend City Commission approval of Case PLN2019-00629 based on the Plan Board’s ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report. The amended Planned Development provisions require that that certain landscaping required by the Planned Development is installed prior to the issuance of building and zoning permits for the parking lot expansion and references in the PD are updated to reflect the current Zoning Map and Zoning Code.

Ms. Beverly Pendergast	Yes	Mr. Paul Bradley	Yes
Mr. Richard Wright	Absent; arrived later	Mr. Matt Sauer	Yes
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on January 14, 2020.


Ann Schenking, Secretary
City Plan Board

CITY PLAN BOARD REPORT
Case# PLN2019-00629; 3705 Lori Sue Ave.

January 14, 2020

CASE INFORMATION:

Applicant:

Terry Aldridge
c/o Pinnacle Architects, Inc
480 Vantage Point, Suite 201
Miamisburg, Ohio 45342

Owner:

Rick Rayford
c/o Dayton Public Schools
4280 N. James H. McGee Blvd
Dayton, Ohio 45417

Land Use Priority Board: North Central

Neighborhood: Wesleyan Hill

Request/Description:

A request to approve an amendment to PD# 124's site plan for Rosa Parks Early Learning Center to add an additional parking lot at 3705 Lori Sue Ave (R72 15806 0005).

Board Authority

150.350.21 Amendments to Planned Developments

Applicable Plans and Policies:

City of Dayton Zoning Code
Citiplan Dayton: The 20/20 Vision

Agencies and Groups Contacted:

Property owners within 250 feet
North Central Land Use Priority Board

CASE BACKGROUND

Existing Land Use:

The approximately 30 acre site is home to Rosa Parks Early Learning Center, a PreK school owned and operated by Dayton Public Schools. The property is regulated by a Planned Development overlay (PD-124). At the time of the PD adoption, the underlying zoning was R-6, Multiple-Family Residential. The zoning map has since been updated and the underlying zoning has been changed to SR-2, Suburban Single-Family Residential. Areas north and east of the site are also zoned SR-2. A church, four single family homes, and a large vacant lot (previously a trailer park) sit to the north. To the east are apartment buildings and a multifamily development. The area south is zoned SR-2 and EMF, Eclectic Multifamily Residential, and contains both a multi-family development and single-family neighborhood. West of the site is a strip shopping center zoned SGC, Suburban General Commercial.

Surrounding Land Use/Zoning:

North: Residential; SR-2

South: Residential; SR-2 & EMF

East: Residential; SR-2

West: Commercial; SGC

Case History

In 2005, the City Plan Board approved the Dayton Public School's request for a Planned Development overlay (PD-124) on Lori Sue Avenue to allow for the construction of a new pre-kindergarten through eighth grade (PK-8) school and associated facilities; Fairport/Cornell Heights elementary school at that time.

In 2006, a minor amendment to the Dayton Public School's Planned Development (PD-124) was approved administratively by the Chief Building Official and Planning and Community Development Director. The minor adjustment modified the Landscaping, Screening and Fencing section and approved the removal of some interior landscaping. However, trees were still required to be placed along street frontages and in parking lot landscape islands.

Since 2006 the City of Dayton has adopted multiple updates to its zoning code. In addition to updating general regulations for landscaping, signage, and parking (among many others), the R-6, Multiple-Family Residential zoning district was eliminated and the SR-2, Suburban Single-Family Residential zoning district was created. PD-124 references the old regulations which were in place at the time of its adoption.

STAFF ANALYSIS

Current Amendment Summary:

Mr. Terry Aldridge, of Pinnacle Architects, Inc., has submitted a request to amend Planned Development PD-124, previously named Fairport/Cornell Heights PreK-8 School, now known as the Rosa Parks Early Learning Center (PreK) to add 82 additional staff parking spaces. The new parking lot would replace an existing abandoned baseball field.

As stated above, the subject property was originally developed as a PreK-8 school but has experienced a programmatic change to PreK only. In addition, Montgomery County has opened and is operating a new day care center on site. The proposed parking lot was designed to accommodate the new staff, to better serve existing staff, and completely separate parent drop-off traffic from bus traffic. Children safety and pedestrian access is improved by making these changes.

The Rosa Parks school site provides multiple opportunities for outdoor activity, including the abandoned baseball field, a track, football field, tennis courts, basketball courts, and a large playground. During staff's site visit, conducted December 23, neighborhood children were using both the basketball courts and the school playground. The applicant has confirmed that the baseball field was abandoned once it was no longer being used for DPS programming and is not aware of any neighborhood groups relying on the space currently.

At the time of the site visit, more than 20 trees – required as part of the adopted site plan – are missing. Twenty-two (22) shade trees are absent along the property’s Kings Highway frontage and two (2) shade trees are absent within the large bus-drop-off drive landscape island. It is staff opinion that DPS should be required to complete their landscaping plan as a condition for the approval of the new parking lot.

The North Central Land Use Priority Board unanimously approved the request as submitted.

In the spirit of updating the regulations and to ease future development, staff proposes to update the PD to reflect the current zoning regulations including both general standards for off-street parking, signage, etc and specific standards as they relate to the underlying zoning district.

Recommendation:

Staff believes that the Planned Development amendment requested by Mr. Aldridge conforms to the intent and purpose of the Planned Development and recommends that it be approved with the requirement to plant and maintain all trees and landscaping originally approved on the original adopted site plan. In addition, staff recommends that PD-124 be updated to reflect the most current Zoning Code to facilitate development reviews and regulatory consistency in the future.

REVIEW CRITERIA

When reviewing amendments to change zoning districts or zoning classifications of properties, Section 150.125.7 (A) states that the Plan Board should consider the following:

- ***The change in classification would be consistent with the Comprehensive Plan of the City or other adopted plans and policies.***

This amendment will not alter any classifications and remains consistent with the Youth, Education, and Human Services component of the City’s comprehensive plan.

- ***The change in classification would be consistent with the intent and purpose of this Zoning Code.***

The proposed site plan amendment is consistent with the intent and purpose of the Planned Development District zoning requirements and allows the subject property to be utilized in an orderly, coordinated, and comprehensive manner.

- ***The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.***

The subject property has experienced both a programmatic change (from PreK-8 to PreK only) and a capacity change (the addition of an on-site day care). Additional parking and safety considerations resulting from these changes are driving the request for a new parking lot.

- ***The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.***

The addition of a new surface parking lot will support the existing use of the property as a PreK school and daycare by easing the parking capacity, traffic egress issues and child safety concerns currently experienced on site and will continue to be compatible with the uses on adjacent properties.

- ***The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.***

With proper screening and lighting, the site plan amendment will have no adverse effect on the surrounding area. Lighting proposed is appropriately directional to ensure glare and light pollution is minimized. Dense bushes will be located along the northern edge of the parking lot to reduce glare from headlights.

- ***Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.***

Adequate utilities already exist in the subject area.

- ***The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.***

This item is not applicable as the underlying zoning district remains residential.

- ***The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property. (Ord. 30515-05, passed 12-28-05)***

While no errors are present in the application of this Zoning Code, the proposed amendment proposed to update the regulations to reflect the most current Zoning Code.

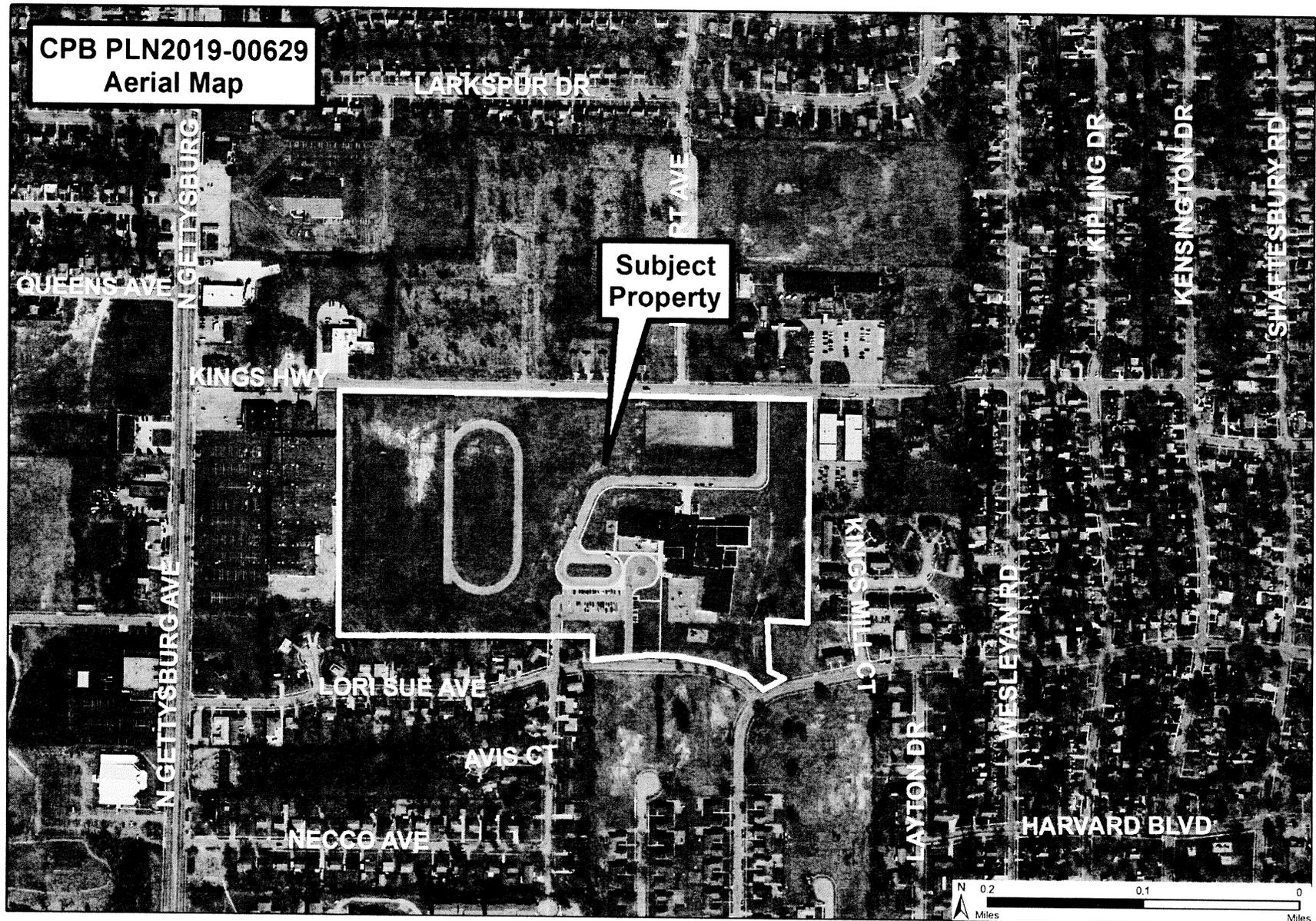
ALTERNATIVES

- Recommend City Commission approval of the amended Planned Development based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.350.7 (A through H).
- Recommend City Commission approval of the amended Planned Development with modifications based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.350.7 (A through H).
- Recommend City Commission denial of the amended Planned Development based on the Board's inability to make the necessary determinations found in R.C.G.O. Section 150.350.7 (A through H).

FUTURE ACTIONS:

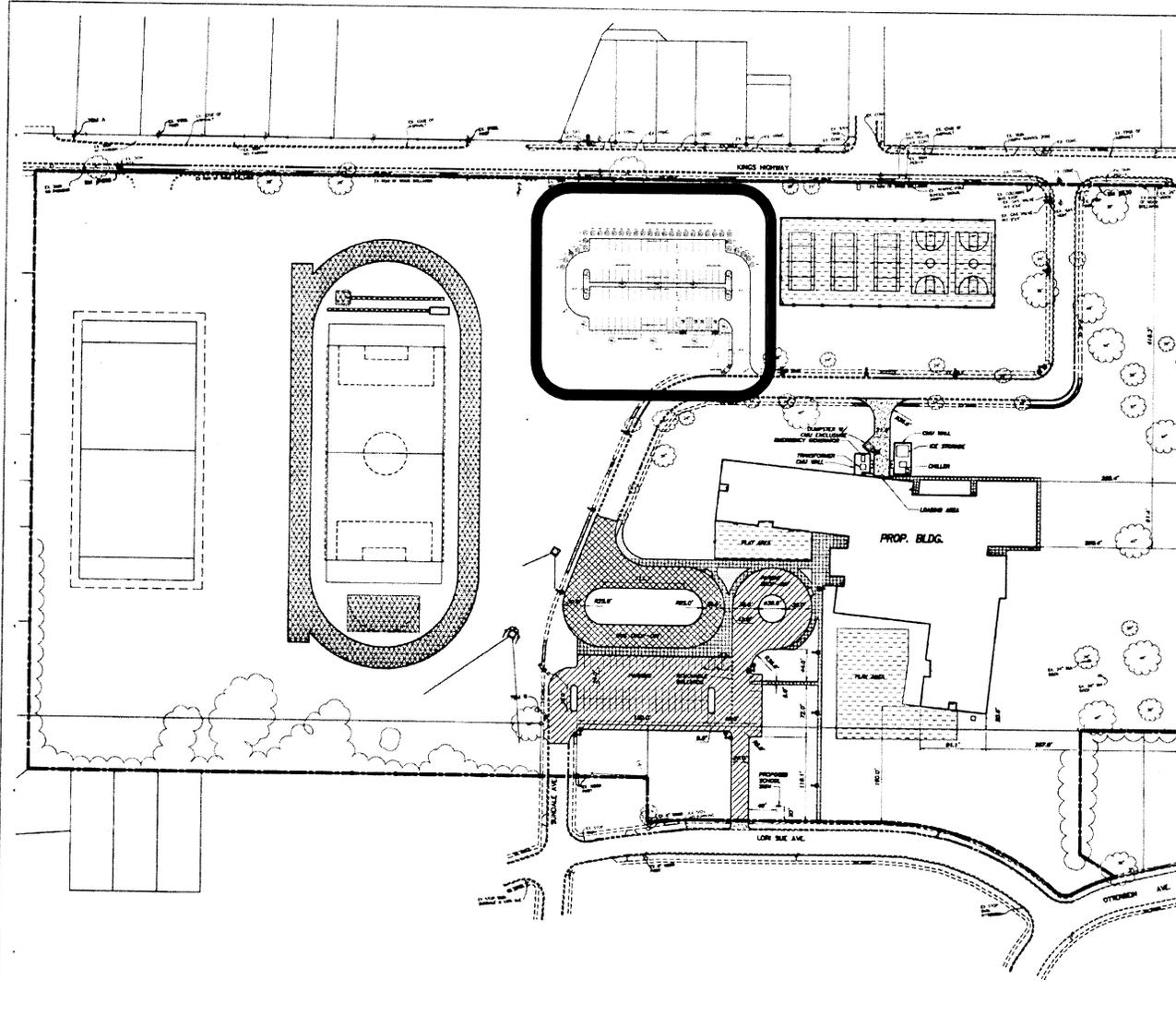
If the Plan Board recommends approval of the amended Planned Development, the request will be forwarded to the City Commission for public hearing.

CPB PLN2019-00629
Aerial Map



PLANNED DEVELOPMENT AMENDMENT
3705 Lori Sue Avenue

Requested Amendment





NORTHCENTRAL PRIORITY LAND USE BOARD

January 8, 2020

TO: Susan Vincent,
Planner I

RE: Case # PLN2019-00629 – 3705 Lori Sue Avenue

In the case # PLN2019-00629 – Request for approval for the expansion of existing parking lots at Rosa Parks Dayton Public School located at 3705 Lori Sue Ave. (City Lot#'s 68732, 68724, 68725, 68726, 76452, 67204PT). This is an amendment to a previously approved Planned Development (PD#124).

On January 6, 2020, the Northcentral Priority Land Use Board voted in favor of case # PLN2019-00629.

Rationale: The Land Use Board believes that it would enhance the traffic circulation (parking and drop off of students) and safety for students, parents and employees.

Regards,

Donald Bush, Chair
Northcentral Priority Land Use Board

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings _____
2 Readings at One Meeting X

By

No

AN ORDINANCE

Amending the Provisions of Planned Development
PD-124 for Rosa Parks Early Learning Center at 3705
Lori Sue Avenue, and Declaring an Emergency.

WHEREAS, This Commission established Planned Development PD-124 for Fairport/Cornell Heights Elementary School on Lori Sue Drive on March 1, 2006 by Ordinance No. 30538-06; and

WHEREAS, An application has been made by Dayton Public Schools to amend the provisions of Planned Development PD-124 to allow for additional parking, reflect the current name of the school which is Rosa Parks Early Learning Center, and update other regulations to reflect current zoning districts, requirements, and references; and

WHEREAS, The City Plan Board at its January 14, 2020 meeting in Case PLN2019-00629 recommended approval of the amendments to Planned Development PD-124; and

WHEREAS, There is a commitment to implement the project in a timely manner to provide needed services; and

WHEREAS, To meet the foregoing commitment and provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made in Case PLN2019-00629, Planned Development PD-124 is amended as set forth herein. All property within the boundaries of the Planned Development is zoned SR-2 Suburban Single-Family Residential and the Planned Development boundaries remain unchanged. The 29.66 +/- acre property that comprises this case has City Lot Numbers of 68732, 68724, 68725, 68726, 76452 and 67204 PT. The City's official zoning map shall reflect Planned Development PD-124 Rosa Parks Early Learning Center as Amended.

Section 2. In addition to the requirements applicable to all properties zoned SR-2 Suburban Single-Family Residential, the property described in Section 1 of this ordinance is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as Planned Development PD-124 Rosa Parks Early Learning Center as Amended.

Section 3. The intent and purpose of PD-124 as amended is to meet the goals and objectives of Dayton Public Schools with the facilities that are required, while ensuring the development is compatible with the characteristics of the surrounding neighborhood. Lots and property within the amended Planned Development are restricted and subject to the following uses, conditions and requirements.

Permitted Uses:

1. Permitted Uses:
 - a) Schools primary, intermediate, and secondary, both public and private.
 - b) All permitted uses in the SR-2 zoning district.
2. Conditional Uses:
 - a) All SR-2 conditional uses subject to the requirements of R.C.G.O. 150.305.2.

Permitting Sequence:

The following landscaping requirements shall be met prior to the issuance of building and zoning permits for the parking lot expansion as depicted on Sheet SD-1, Site Plan – New Work, attached hereto and incorporated herein:

1. A row of hardy, 2.5 inch caliper, canopy trees spaced no farther than 50 feet on center shall be placed along the Kings Highway frontage.
2. Two hardy, 2.5 inch caliper, canopy trees shall be placed in each landscape island located within the parking area depicted on Sheets Z1.1 and L1.1, attached hereto and incorporated herein.

Bulk Requirements:

As specified in R.C.G.O. 150.305.

Facility Design Elements:

All buildings, accessory storage facilities, parking lots, sidewalks and play areas shall be located and constructed of materials as depicted on Sheets Z1.1, L1.1, and SD-1.

Utilities:

1. Site drainage shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.
2. Utilities shall comply with subdivision regulations and City standards as determined by the Divisions of Water Engineering and Civil Engineering.
3. All future private utilities shall be placed underground in accordance with the Urban Design Guidelines.

Landscaping, Screening & Fencing:

1. Landscaping, screening and fencing shall be installed as depicted on Sheets Z1.1, L1.1, and SD-1.

2. A row of hardy, 2.5 inch caliper canopy trees spaced no farther than 50 feet on center shall be placed along the Kings Highway frontage. A row of hardy 2.5 inch caliper canopy trees spaced no farther than 30 feet on center shall be placed along the Lori Sue Avenue frontage.
3. Two hardy, 2.5 inch caliper, canopy trees shall be placed in each landscape island located within the parking area as depicted on Sheets Z1.1 and L1.
4. Hardy canopy trees shall be placed in each landscape island located within the parking area as depicted on Sheet SD-1.
5. All dumpsters (trash collection), storage areas and mechanical areas, not located within a fully enclosed building or structure, shall be completely enclosed by a solid wall, or solid fence, and a solid locking gate not less than 6 feet in height.
6. Fencing consisting of wire, barbed wire, razor barb or similar materials shall be prohibited.

Signage:

Signs shall be in accordance with R.C.G.O. 150.900.

Parking, Traffic Access and Control:

1. All open off-street parking shall be provided as depicted on Sheets Z1.1, L1.1, and SD-1 and be regulated by R.C.G.O. 150.700.
2. Internal landscape islands located in the off-street parking lots shall be constructed to City standards and as depicted on Sheets Z1.1, L1.1, and SD-1.
3. All existing traffic control access points and easements for adjacent properties shall comply with City standards.

Pedestrian Connections:

1. Sidewalks shall be located and constructed at the widths and of the materials as depicted on Sheets Z1.1, L1.1, and SD-1.
2. Right-of-way improvements shall comply with City standards as determined by the Division of Civil Engineering.

Lighting:

Exterior lighting shall be located as depicted on Sheets Z1.1, L1.1, and SD-1. Any lighting used shall be equipped with suitable shielding and be designed to avoid casting direct light upon any other property located in a Residential or Business Zoning District.

Landscape, Screening & Fencing Maintenance:

The property owner and/or lessee shall maintain in perpetuity all fencing, screening, landscaping and ground surfaces in a good condition and keep them neat and orderly in appearance and free from refuse, debris and weeds. All damaged fencing, screening, landscaping and ground surfaces shall be removed and/or replaced within thirty (30) days or in an acceptable timeframe as determined by the Zoning Administrator.

Traffic Access and Control:

Passenger vehicular, bus and truck access shall be provided as depicted on Sheets Z1.1, L1.1, and SD-1 and in accordance to the requirements of the Bureau of Traffic Engineering.

Dimensions:

All dimensions on Sheets Z1.1, L1.1, and SD-1 shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as per R.C.G.O. 150.350.21.

Plan Adjustments and Interpretations

Minor adjustments to this Planned Development may be made per R.C.G.O. 150.350.

Adjustments to the facility's access and egress, including parking lots, shall be jointly approved by the Zoning Administrator and Director of the Department of Planning and Community Development.

The Plan Board may interpret and make modifications to the provisions of this Planned Development, provided that such interpretations and modifications are in substantial conformity with the intent, purpose and overall design concept of this development.

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

Passed by the Commission , 2020

Signed by the Mayor , 2020

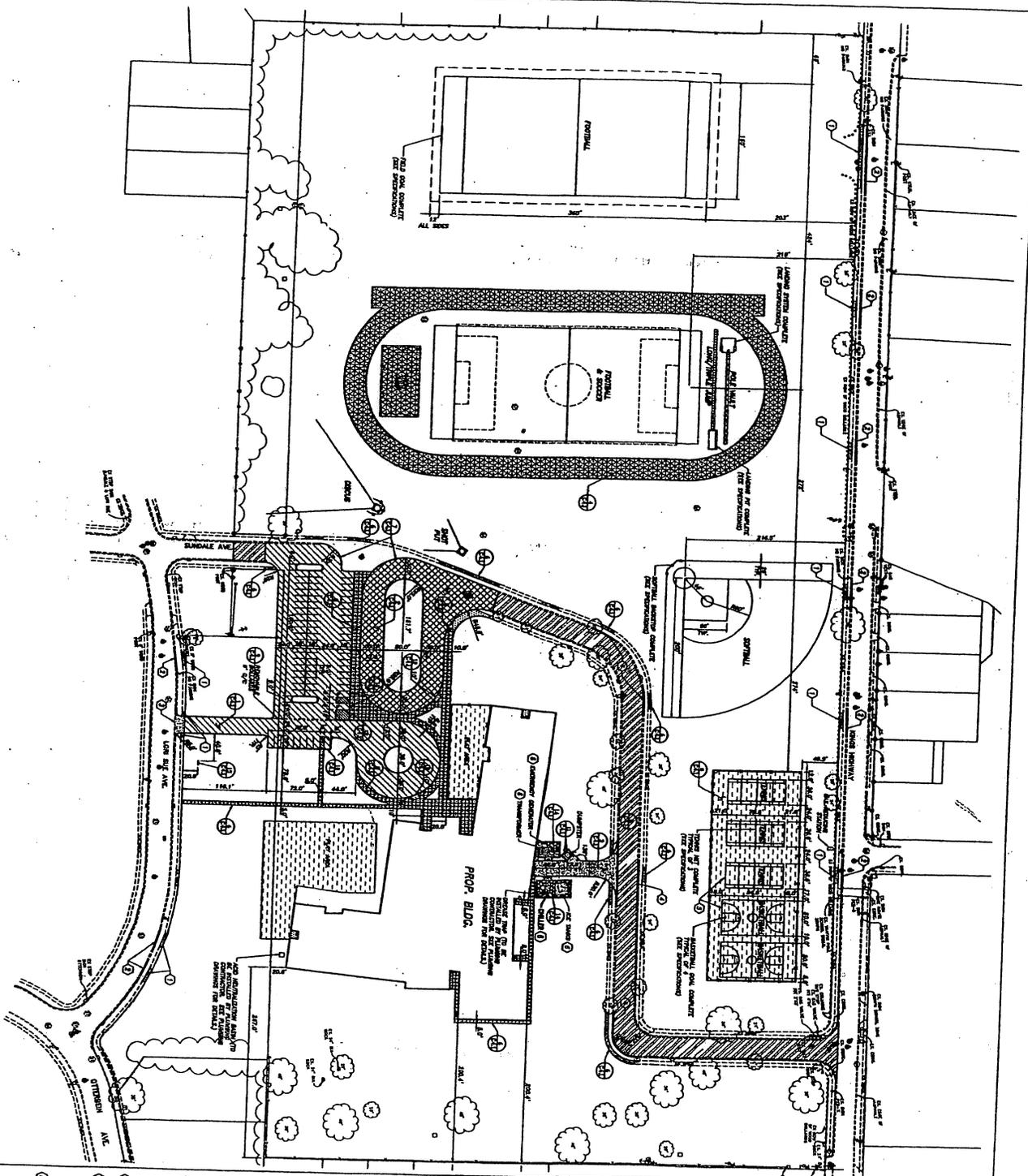
Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:


City Attorney



SHEET NOTES:



LEGEND

- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- 1/2\"/>

NOTES

1. ALL CONCRETE OR MASONRY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR MASONRY AND CONSTRUCTION.
2. ALL CURB OR SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR MASONRY AND CONSTRUCTION.
3. ALL ASPHALT OVERLAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR MASONRY AND CONSTRUCTION.

COORD. NOTES

1. REPLACE SIDEWALK PER CITY OF DAYTON SPECIFICATIONS.
2. SERVICE OF ALL UTILITIES SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT.
3. PROPOSED PLAYGROUND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR MASONRY AND CONSTRUCTION.
4. SERVICE CURB AND GUTTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR MASONRY AND CONSTRUCTION.
5. STIMBERN AND LAWSON AVE. SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT.
6. SEE ALL DRAWINGS FOR DETAILS.

SITE LAYOUT PLAN

Fairport/Cornell Heights PK-8
 3705 Lot Sue Avenue
 Dayton, Ohio 45406
 for
Dayton Public Schools
 PHASE CONSTRUCTION DOCUMENTS

No.	Revision / Substitution	Date	By	Check	No.	Revision / Substitution	Date	By	Check
101	ISSUE FOR PERMITS	NOV. 20, 2008			102	ISSUE FOR PERMITS	NOV. 20, 2008		
103	ISSUE FOR PERMITS	NOV. 20, 2008			104	ISSUE FOR PERMITS	NOV. 20, 2008		
105	ISSUE FOR PERMITS	NOV. 20, 2008			106	ISSUE FOR PERMITS	NOV. 20, 2008		

DSDA

Architect of Record
MOODY & MOODY INC.
 Architects, Engineers, Planners & Interiors
 3800 Springdale Road, Suite 201, Columbus, Ohio 43231
 Phone: (614) 491-4444 Fax: (614) 491-4444



JOHNSON BROADCAST PROPERTIES
1014 W THIRD ST
DAYTON OH 45402

NATHANIEL JOHNSON SR
3815 LORI SUE AVE
DAYTON OH 45406 3528

JORDAN ALVIN
5548 PANTHER RUN
MIDDLETOWN OH 45044

LASOR INVESTMENTS II LLC
P O BOX 752016
DAYTON OH 45475

KINGS COURT HOLDING LLC
1711 MCARTHUR AVE 1
DAYTON OH 45417

JOHNNIE RUTH LEIGH
1613 SUSAN JANE CT
DAYTON OH 45406 3547

LOWE ROBERT R
3738 KINGS HWY
DAYTON OH 45406

LYNDE PROPERTIES LLC
PO BOX 13686
DAYTON OH 45413

CATHY MCDOWELL
3919 LORIE SUE DR
DAYTON OH 45406 3530

MIAMI VALLEY CHILD
DEVELOPMENT CENTERS INC
215 HORACE ST
DAYTON OH 45407

NEW VINEYARD PROPERTIES LLC
P.O. BOX 60722
DAYTON OH 45406

ODUAH BENEDICTA UCHE
9451 COUNTRY PATH TR
MIAMISBURG OH 45342

PIERCE DAVID JR AND
ROBIN A
1579 SUNDALE DR
DAYTON OH 45406 3646

LYNN POTTER
3847 LORI SUE AVE
DAYTON OH 45406

PROJECT HOPE INC
1510 N MAIN ST
DAYTON OH 45405

SANCLARE PROPERTIES LLC
P O BOX 227
OVERPECK OH 45055

SANDERS BRIAN L
3834 LORI SUE AVE
DAYTON OH 45406 1404

SCALES PRIOPERTIES LLC
2032 RUSTIC RD
DAYTON OH 45405

STRICKLAND PAULA N ET AL 4
3826 LORI SUE AVE
DAYTON OH 45406

TALLEY PATRICIA A
3738 LORI SUE AVE
DAYTON OH 45406

TROUTMAN MUSIC GROUP
3923 KINGS HIGHWAY
DAYTON OH 45406

EULA M UNDERWOOD
3816 LORI SUE AVE
DAYTON OH 45406 3527

WASHINGTON PROPERTIES INC
1947 FAIRPORT AVE
DAYTON OH 45406 3457

RICHARD WENZEL
1881 W ALEXANDER RD
NORTH LAS VEGAS NV 89032

LEONA ANITA WHITE
P O BOX 60067
DAYTON OH 45406 0067

WILLIAMS STEPHEN T
831 CRESTMONT DR
DAYTON OH 45431

GEORGE THOMAS WRIGHT
P.O. BOX 712
DAYTON OH 45401

Rick Rayford
Dayton Public Schools
4280 N. James McGee Blvd
Dayton, Ohio 45417

Ann Schenking, Plan Board Sec.
City of Dayton
101 W. 3rd St
Dayton, Ohio 45402

ANDERSON DONNIE AND
SONYETTA
7259 LONDONDALE RD
WEST CHESTER OH 45069

ASSOBMO ELLIOT S
2100 SHERIDAN DR 147
BUFFALO NY 14223

BEVERLY K BACCUS
508 OTTERBEIN AVE
DAYTON OH 45406

WAYMAN F BARKER SR
1453 BENSON DR
DAYTON OH 45406 4607

BARNEY BRYAN
4140 RUNDELL AVE
DAYTON OH 45415

FRED BENNETT AND
KATHRYN
3820 LORI SUE AVE
DAYTON OH 45406

BILLINGSLEY GEORGE A
PO BOX 475
DAYTON OH 45405

BOARD OF EDUCATION OF THE
DAYTON CITY SCHOOL DISTRICT
115 S LUDLOW ST
DAYTON OH 45402

BOLING JEAN C
14 HILLPOINT ST
DAYTON OH 45426

ROBERT BROOKS JR
4206 CREST DR
DAYTON OH 45416 1206

ROBERT W BUTLER INC
2200 N GETTYSBURG AVE
DAYTON OH 45406 3236

CAPITAL ELITE HOLDNGS INC
3821 LORI SUE AVE
DAYTON OH 45406

CHRISTIAN DISCIPLESHIP
MINISTRIES
P O BOX 17397
DAYTON OH 45406

CHRISTOPHER PROPERTIES, LLC
4114 KINGS HWY
DAYTON OH 45406

DAVIS BRENT AND
ANGELA
8867 WINSTON FARM LN
DAYTON OH 45458

DEXTRICK PARTNERS LLC
830 MAIN ST
CINCINNATI OH 45202

DIX MICHAEL S II
1570 SUNDALE AVE
DAYTON OH 45406 3647

DUBOSE FRENCHIE L
515 WHITMORE AVE
DAYTON OH 45417

ELDER MICHAEL D
1616 SUSAN JANE CT
DAYTON OH 45406

END POVERTY NOW INC
P O BOX 8132
TOLEDO OH 43605

DANA L FIGURES
3541 OTTERBEIN AVE
DAYTON OH 45406 3935

HENRY FONTENOT
1617 SUSAN JANE CT
DAYTON OH 45406 3547

GAFFORD ANITA ET AL 5
3827 LORI SUE AVE
DAYTON OH 45406 3528

GETTYSBURG INVESTMENTS LLC
18375 VENTURA BLVD #345
TARZANA CA 91356

GIBSON SHARON ELAINE
1712 TENNYSON AVE
DAYTON OH 45406 4050

HERRING WILLIE MAE
1601 SUNDALE AVE
DAYTON OH 45406

HIATT JOHN
P O BOX 3042
MILWAUKEE WI 53201 3042

HOLLAND LAKESHA
3737 LORI SUE AVE
DAYTON OH 45406

CARL D HOY
525 KLING DR
DAYTON OH 45419

GEORGE HUTCHINS JR
1605 SUSAN JANE CT
DAYTON OH 45406 3547



Dr. Gary Dickstein
Dayton Public Schools
4280 N. James H. McGee Boulevard
Dayton, OH 45417

Rashella Lavender, Clerk
Office of the City Commission
101 West Third St.
Dayton, OH 45402

Terry Aldridge
Pinnacle Architects, Inc.
480 Vantage Point, Suite 201
Miamisburg, OH 45342



Department of Planning &
Community Development

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 / Fax (937) 333-4281
www.daytonohio.gov

18.

February 14, 2020

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

P.H. - March 18, 2020
6:00 P.M.
CASE NO. PLN2019-00630

SUBJECT: Transmittal of Report for City Plan Board Case PLN2019-00630
Amend the Provisions of Planned Development PD-146 for River's Edge
Montessori School

Applicant: Mr. Terry Aldridge for Dayton Public Schools
Pinnacle Architects, Inc.
480 Vantage Point, Suite 201
Miamisburg, OH 45342

Description: Amend the provisions of Planned Development PD-146 for River's Edge
Montessori School located at 108 Linwood Avenue to add more parking and
update references within the Planned Development to reflect the current Zoning
Code.

Board Action: Date: January 14, 2020 Decision: Recommended Approval

Attachments:

1. Plan Board Minute Record
2. Plan Board Case Report
3. Correspondence Received
4. Copy of Ordinance

If you have any questions, please contact Ann Schenking at ext. 3699.

GS/ams

c: Ms. Dickstein, Mr. Parlette, Ms. Clements, Mr. Kinskey, Mr. Kroeger, Ms. Vincent, Ms. Schenking

MEMORANDUM



February 10, 2020

TO: Rashella Lavender, Clerk of Commission
Office of the City Commission

FROM: Ann Schenking, Secretary 
City Plan Board

**SUBJECT: Advertise Public Hearing for City Plan Board Case PLN2019-00630
Amend the Provisions of Planned Development PD-146 for River's Edge
Montessori School**

Applicant: Mr. Terry Aldridge for Dayton Public Schools
Pinnacle Architects, Inc.
480 Vantage Point, Suite 201
Miamisburg, OH 45342

Description: Amend the provisions of Planned Development PD-146 for River's Edge Montessori School located at 108 Linwood Avenue to add more parking and update references within the Planned Development to reflect the current Zoning Code.

Board Action: Date: January 14, 2020 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing is scheduled for Wednesday, March 18, 2020 at 6:00 P.M.**

Advertising: Advertise Public Hearing on **Friday, February 14, 2020**
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

If you have any questions, please contact me at ext. 3699. Thank you.

c: Case File, w/ attachment



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

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, March 18, 2020 at 6:00 P.M., or as soon thereafter as the hearing can begin, in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio on the following:

Official Zoning Map Amendment

Case: PLN2019-00630

Amend the provisions of Planned Development PD-146 for River's Edge Montessori School located at 108 Linwood Avenue to add more parking and update references within the Planned Development to reflect the current Zoning Code.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Susan Vincent in the Department of Planning and Community Development at 937-333-3683 or susan.vincent@daytonohio.gov.

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

RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION



City of Dayton

City Plan Board

Summary Minute Record January 14, 2020

3. PLN2019-00630 – Zoning Map Amendment to Amend Planned Development PD-146 to Add Additional Parking at the River's Edge Montessori School Located at 108 Linwood Avenue

Applicant: Dr. Gary Dickstein, Operations Business Manager
Dayton Public Schools
4280 N. James H. McGee Boulevard
Dayton, OH 45417

Priority Land Use Board: North Central Planning District: McPherson

Decision: Recommended City Commission Approval

Staff Comments

Susan Vincent presented the staff report. She said staff believed the determinations and findings could be made with the condition that certain landscaping required by the PD is installed prior to the issuance of building and zoning permits for the parking lot expansion and recommended approval.

Dayton Public Schools has submitted a request to amend PD-146 (River's Edge Montessori School) to expand its existing parking lot, remove vehicular access on Linwood Ave, and add a new vehicular access point off White Allen Avenue.

River's Edge Montessori School has experienced parking capacity issues for the past several years. The decision to expand the existing lot is driven by a desire to ease these parking issues and increase student safety during pick-up and drop-off times. The school is centrally located and DPS would like to utilize the site for professional development trainings and events, however, there are not enough parking spaces to accommodate event attendees.

Pick-up and drop-off safety concerns are being addressed by separating vehicles. Bus traffic will be limited to Linwood and the existing curb cut and gate will be removed. Students will utilize the existing pedestrian gate to access the school entrance thereby removing them from the parking lot entirely and reducing potential conflicts with vehicles. Parents and staff will utilize the new curb cut and entrance on White Allen Ave.

The landscaping plan submitted shows 18 new shade trees but also does not reflect 5 existing shade trees or 3 previous trees that have been removed. In order to appropriately screen the new parking lot, existing trees along Linwood should be retained and/or replaced. Trees indicated along White Allen Ave meet the PD standards as adopted.

The proposed parking lot would replace the multi-purpose field and reduce the available outdoor recreation area on site. DPS has submitted that this was the prior location for a soccer field which has been relocated. 14,400 SF of open green space will remain for student recreation.

In the spirit of updating the regulations and to ease future development, staff proposes to update the PD to reflect the current Zoning Code's planned development zoning regulations as amended in 2019.

Staff believes that the request by DPS conforms to the intent and purpose of the Planned Development. Ms. Vincent recommended that the Plan Board recommend City Commission approval of the amended Planned Development with the updated references and requirement to plant and maintain all trees and landscaping as shown on the original adopted site plan.

Public Hearing Comments

The North Central Land Use Priority Board recommended approval of the proposal.

Gary Dickstein and Rick Rayford, Dayton Public Schools, 4280 N. James H. McGee Boulevard, Dayton, OH, spoke in support of the request, described the need for additional parking, and answered questions from the Plan Board.

Board Discussion

The Plan Board discussed the case. Ms. Pegues asked if the green space that will remain will be sufficient. Mr. Dickstein said yes and that the soccer field had gone to Stivers School for the Arts.

Board Action

A motion was made by Ms. Pendergast, seconded by Mr. Payne and carried to recommend City Commission approval of Case PLN2019-00630 based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report. The amended Planned Development provisions require that that certain landscaping required by the Planned Development is installed prior to the issuance of building and zoning permits for the parking lot expansion and references in the PD are updated to reflect the current Zoning Code.

Ms. Beverly Pendergast	Yes	Mr. Paul Bradley	Yes
Mr. Richard Wright	Yes	Mr. Matt Sauer	No
Ms. Geraldine Pegues	Yes	Mr. Greg Scott	Yes
Mr. Jeff Payne	Yes		

Minutes approved by the City Plan Board on January 14, 2020.


Ann Schenking, Secretary
City Plan Board

CITY PLAN BOARD REPORT
Case# PLN2019-00630; 108 Linwood Ave

January 14, 2020

CASE INFORMATION:

Applicant:

Terry Aldridge
c/o Pinnacle Architects, Inc
480 Vantage Point, Suite 201
Miamisburg, Ohio 45342

Owner:

Rick Rayford
c/o Dayton Public Schools
4280 N. James H. McGee Blvd
Dayton, Ohio 45417

Land Use Priority Board: North Central

Neighborhood: McPherson

Board Authority

150.350.21 Amendments to Planned Developments

Applicable Plans and Policies:

City of Dayton Zoning Code
Citiplan Dayton: The 20/20 Vision

Agencies and Groups Contacted:

Property owners within 250 feet
North Central Land Use Priority Board
McPherson Town Historic Society

CASE BACKGROUND

Existing Land Use:

River's Edge Montessori Elementary school was built in 2009-10 on this 4 acre property to accommodate 550 students. It is owned and operated by Dayton Public Schools. The property is regulated by a Planned Development overlay (PD-146). The underlying zoning is MR-5, Mature Single-Family Residential. Areas south and east of the site are zoned OS, Open Space and contain park space. A handful of single family homes and two offices are located north of the site and are also zoned MR-5 and UBD. The area to the west is zoned MR-5 and MGC, Mature General Commercial; White Allen Honda Dealership and some residential structures are located along this block.

Surrounding Land Use/Zoning:

North: Commercial/Residential; MR-5 and UBD

South: Recreation/Open Space; OS

East: Recreation/Open Space; OS

West: Parking Lot/Residential; MGC / MR-5

Case History

In 2009, the City Plan Board approved the Dayton Public School's request for a Planned Development overlay (PD-146) on Linwood Street to allow for the construction of a new Montessori elementary school.

STAFF ANALYSIS

Current Amendment Summary:

Mr. Terry Aldridge, of Pinnacle Architects, Inc., has submitted a request for an amendment to the existing Planned Development PD-146 (River's Edge Montessori School) to expand its existing parking lot, remove vehicular access on Linwood Ave, and add a new vehicular access point off White Allen Avenue.

River's Edge Montessori School has experienced parking capacity issues for the past several years. The decision to expand the existing lot is driven by a desire to ease these parking issues and increase student safety during pick-up and drop-off times. The school is centrally located and DPS would like to utilize the site for professional development trainings and events, however, there are not enough parking spaces to accommodate event attendees.

Pick-up and drop-off safety concerns are being addressed by separating vehicles. Bus traffic will be limited to Linwood and the existing curb cut and gate will be removed. Students will utilize the existing pedestrian gate to access the school entrance thereby removing them from the parking lot entirely and reducing potential conflicts with vehicles. Parents and staff will utilize the new curb cut and entrance on White Allen Ave.

The landscaping plan submitted shows 18 new shade trees but also does not reflect 5 existing shade trees or 3 previous trees that have been removed. In order to appropriately screen the new parking lot, existing trees along Linwood should be retained and/or replaced. Trees indicated along White Allen Ave meet the PD standards as adopted.

The proposed parking lot would replace the multi-purpose field and reduce the available outdoor recreation area on site. DPS has submitted that this was the prior location for a soccer field which has been relocated. 14,400 SF of open green space will remain for student recreation.

In the spirit of updating the regulations and to ease future development, staff proposes to update the PD to reflect the current planned development zoning regulations approved in 2019.

Recommendation:

Staff believes that the Planned Development amendment requested by Mr. Aldridge conforms to the intent and purpose of the Planned Development and recommends that it be approved with the updated references and the requirement to plant and maintain all trees and landscaping originally approved and as shown on the original adopted site plan including shade trees along Linwood Ave and within new landscape islands.

REVIEW CRITERIA

When reviewing amendments to change zoning districts or zoning classifications of properties, Section 150.125.7 (A) states that the Plan Board should consider the following:

- ***The change in classification would be consistent with the Comprehensive Plan of the City or other adopted plans and policies.***

This amendment will not alter any classifications and remains consistent with the Youth, Education, and Human Services component of the City's comprehensive plan.

- ***The change in classification would be consistent with the intent and purpose of this Zoning Code.***

The proposed Planned Development amendment is consistent with the intent and purpose of the Planned Development District regulations and allows the subject property to be utilized in an orderly, coordinated, and comprehensive manner.

- ***The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.***

River's Edge Montessori has experienced parking capacity issues for years and is seeking to address this concern along with safety concerns by expanding the existing parking lot.

- ***The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.***

The addition of a new surface parking lot will support the existing use of the property as an elementary school by easing the capacity issues currently experienced on site and will continue to be compatible with the uses on adjacent properties.

- ***The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.***

With proper lighting and storm water management, the site plan amendment will have no adverse effect on the surrounding area. Lighting proposed is appropriately directional to ensure glare and light pollution is minimized. However, additional consideration is needed for storm water.

- ***Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.***

Adequate utilities already exist in the subject area.

- *The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.*

This item is not applicable as the underlying zoning district is not changing.

- *The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property. (Ord. 30515-05, passed 12-28-05)*

While no errors are present in the application of this Zoning Code, the proposed amendment will update the regulations to reflect the most current version.

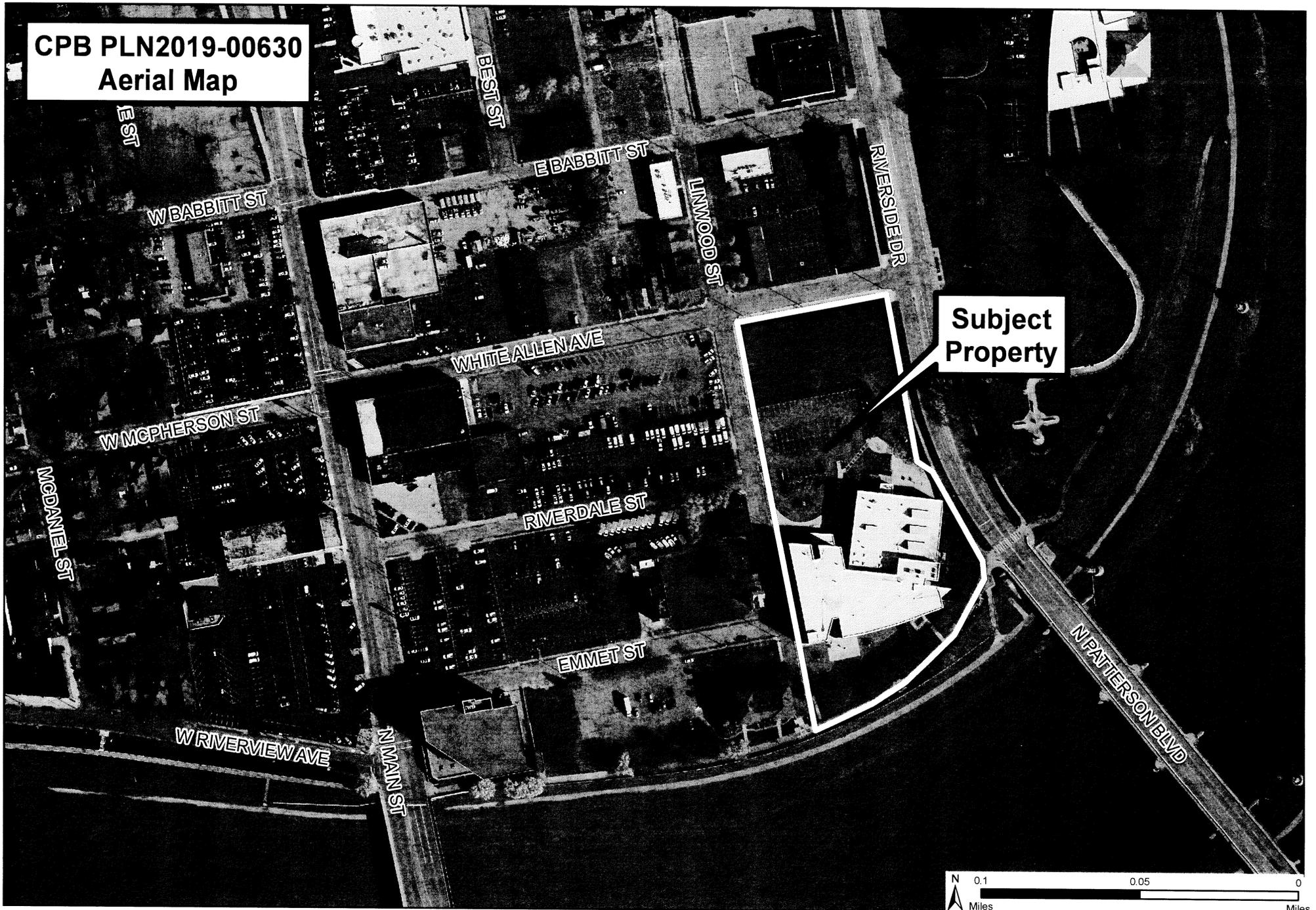
ALTERNATIVES

- Recommend City Commission approval of the amended Planned Development based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.350.7 (A through H).
- Recommend City Commission approval of the amended Planned Development with modifications based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.350.7 (A through H).
- Recommend City Commission denial of the amended Planned Development based on the Board's inability to make the necessary determinations found in R.C.G.O. Section 150.350.7 (A through H).

FUTURE ACTIONS:

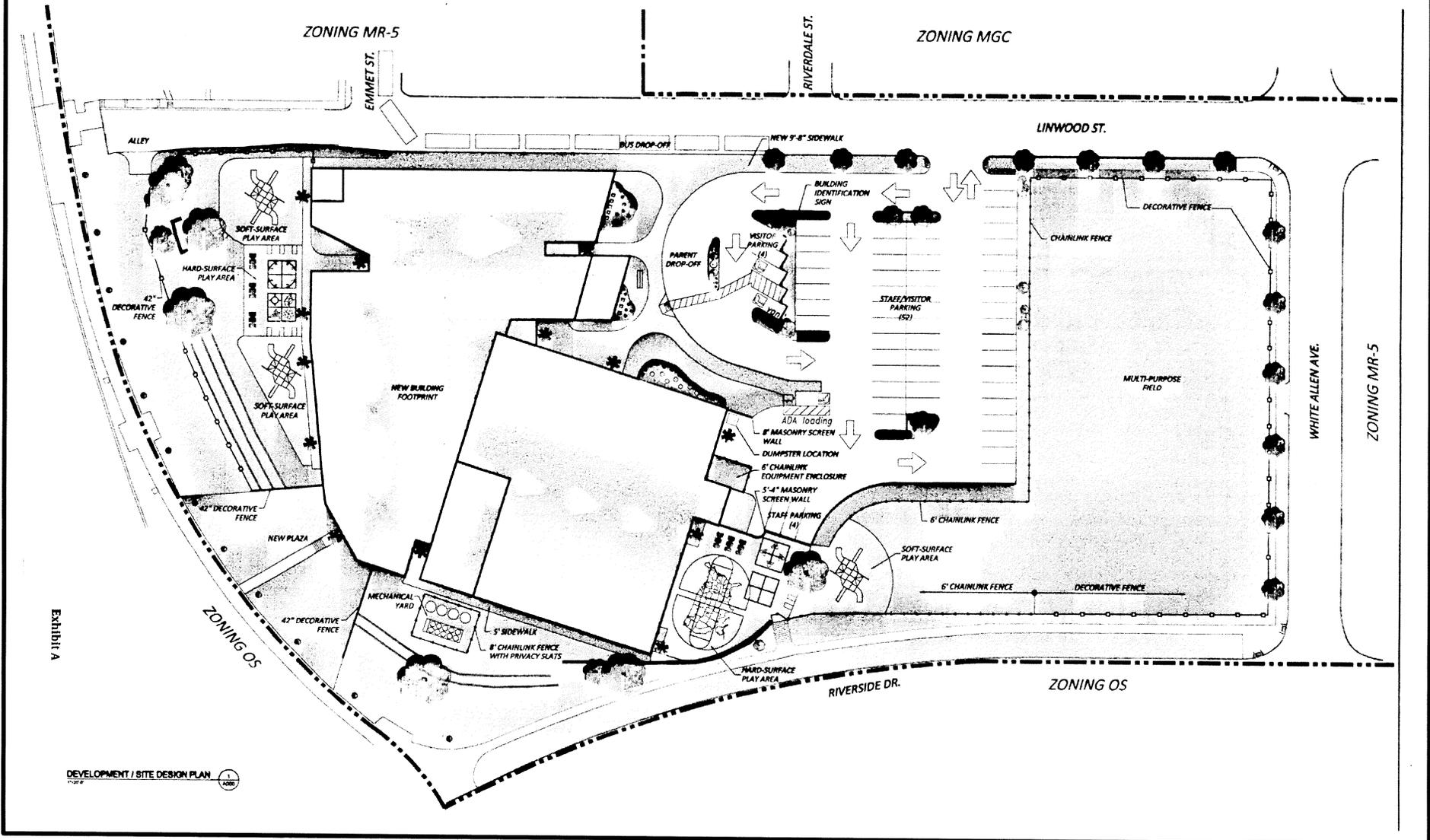
If the Plan Board recommends approval of the amended Planned Development, the request will be forwarded to the City Commission for public hearing.

CPB PLN2019-00630
Aerial Map



PLANNED DEVELOPMENT AMENDMENT
108 Linwood Avenue

Adopted site plan, 2009





NORTHCENTRAL PRIORITY LAND USE BOARD

January 8, 2020

TO: Susan Vincent,
Planner I

RE: Case # PLN2019-00630 – 108 Linwood Avenue

In the case # PLN2019-00630 – Request for approval for the expansion of existing parking lots at River's Edge Dayton Public School located at 108 Linwood Avenue (PPN R72 05908 0057), to separate bus and parent traffic. This is an amendment to a previously approved Planned Development (PD# 146).

On January 6, 2020, the Northcentral Priority Land Use Board voted in favor of case # PLN2019-00630.

Rationale: The Land Use Board believes that it would enhance the traffic circulation (parking and drop off of students) and safety for students and parents. There were two (2) residents/parents present who had questions, provided input and supported the application.

Regards,

Donald Bush, Chair
Northcentral Priority Land Use Board

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings
2 Readings at One Meeting

By

No

AN ORDINANCE

Amending the Provisions of Planned Development PD-146 for River's Edge Montessori School at 108 Linwood Street, and Declaring an Emergency.

WHEREAS, This Commission established Planned Development PD-146 for River's Edge Montessori School at 108 Linwood Street on June 17, 2009 by Ordinance No. 30880-09; and

WHEREAS, An application has been made by Dayton Public Schools to amend the provisions of Planned Development PD-146 to allow for additional parking; and

WHEREAS, The City Plan Board at its January 14, 2020 meeting in Case PLN2019-00630 recommended approval of the amendments to Planned Development PD-146; and

WHEREAS, There is a commitment to implement the project in a timely manner to provide needed services; and

WHEREAS, To meet the foregoing commitment and provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made in Case PLN2019-00630, Planned Development PD-146 is amended as set forth herein. All property within the boundaries of the Planned Development remains zoned MR-5 Mature Single-Family Residential and the Planned Development boundaries remain unchanged. The 4.2 +/- acre property that comprises this case has a Parcel Identification Number of R72 05908 0057. The City's official zoning map shall reflect Planned Development PD-146 River's Edge Montessori School as Amended.

Section 2. In addition to the requirements applicable to all MR-5 Mature Single-Family District zoned properties, the property described in Section 1 of this ordinance is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as Planned Development PD-146 River's Edge Montessori School as Amended.

Section 3. The purpose of Planned Development PD-146 as amended is to establish appropriate conditions for the use and development of the property as an elementary school and to minimize any adverse impact on surrounding properties. Lots and property within Planned Development PD-146 as amended are restricted and subject to the following uses, conditions and requirements.

Major Site Design Review

The Planned Development shall substitute for Major Site Design Review.

Permitted Uses

- 1) Schools (public/private, elementary/secondary)
- 2) All permitted uses in the MR-5 District
- 3) Recreation/Open Space

Conditional Uses

None.

Permitting Sequence

The following landscaping requirements shall be met prior to the issuance of building and zoning permits for the parking lot expansion as depicted on Sheet SD-1, Site Plan – New Work, attached hereto and incorporated herein:

- 1) A row of hardy, 2.5 inch caliper, canopy trees spaced no farther than forty (40) feet on center shall be retained along Linwood Avenue as depicted on Exhibit A, attached hereto and incorporated herein.

Facility Design Elements

All buildings, accessory storage facilities, parking lots and sidewalks shall be located and constructed of materials as depicted on the Development/Site Design Plans (attached as Exhibit A and Sheet SD-1) and the elevation drawings (attached hereto as Exhibits B, C, D, and E and incorporated herein).

Standards

- 1) Site drainage shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.
- 2) All proposed utilities shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.
- 3) Right-of-way improvements shall comply with City standards as determined by the Division of Civil Engineering.

Utility Placement

All future private utilities shall be placed underground or located in the rear of the property except as modified by the Plan Board with due consideration to environmental concerns.

Landscaping and Screening

- 1) Ornamental fencing along White Allen Avenue, Riverside Drive, and Linwood Street shall be provided as depicted on the Development/Site Design Plans.
- 2) "Shade trees" indicated on the Development/Site Design Plans shall be hardy canopy trees, 2.5 inch caliper. "Ornamental Trees" shown on the Development/Site Design Plans shall be placed no farther apart than forty (40) feet on center. Locations for shade trees shall include Linwood Street and White Allen Avenue as depicted on Sheet SD-1.
- 3) 2.5 inch caliper canopy trees shall be placed in each landscape island located within the parking area(s) as depicted on the Development/Site Design Plans.
- 4) All dumpsters (trash collection), equipment areas, storage areas and mechanical areas not located within a fully enclosed building or structure, shall be completely enclosed and visually screened.
- 5) Any fencing and/or gates consisting of uncoated metal chain link, wire, barbed wire, razor barb or similar materials are prohibited.

Signage

Signage shall be permitted in accordance with R.C.G.O. Section 150.900.

Parking, Traffic Access and Control

- 1) All open off-street parking shall be provided as depicted on the Development/Site Design Plans and regulated by R.C.G.O. Section 150.700.
- 2) Internal landscape islands located in the off-street parking lots shall be constructed to City standards and located as shown on the Development/Site Design Plans.
- 3) All existing traffic control access points shall comply with City standards.
- 4) Passenger vehicle and bus access shall be provided as depicted on the Development/Site Design Plans and in accordance with the requirements of the Bureau of Traffic Engineering.

Pedestrian Connections

All interior sidewalks shall be provided as depicted on the Development/Site Design Plans. Parent drop-off area sidewalk shall be a minimum of eight feet in width.

Lighting

Any lighting used shall be equipped with suitable shielding or be so designed as to avoid casting direct light upon any other property in a Residential District.

Landscaping, Screening and Fencing Maintenance

The property owner shall maintain in perpetuity all fencing/gates, screening and landscaping materials in a good condition and keep them neat and orderly in appearance and free from refuse and debris. All damaged fencing/gates, screening, and landscaping

materials shall be replaced within thirty (30) days or in an acceptable time frame as determined by the Zoning Administrator.

All dimensions shown on the Development/Site Design Plans and the elevation drawings shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as per R.C.G.O. 150.350.21.

Plan Adjustments and Interpretations

Minor adjustments to this Planned Development may be made per R.C.G.O. 150.350.

Adjustments to the facility's access and egress, including parking lots, shall be jointly approved by the Zoning Administrator and Director of the Department of Planning and Community Development.

The Plan Board may interpret and make modifications to the provisions of this Planned Development, provided that such interpretations and modifications are in substantial conformity with the intent, purpose and overall design concept of this development.

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

Passed by the Commission, 2020

Signed by the Mayor, 2020

Mayor of the City of Dayton, Ohio

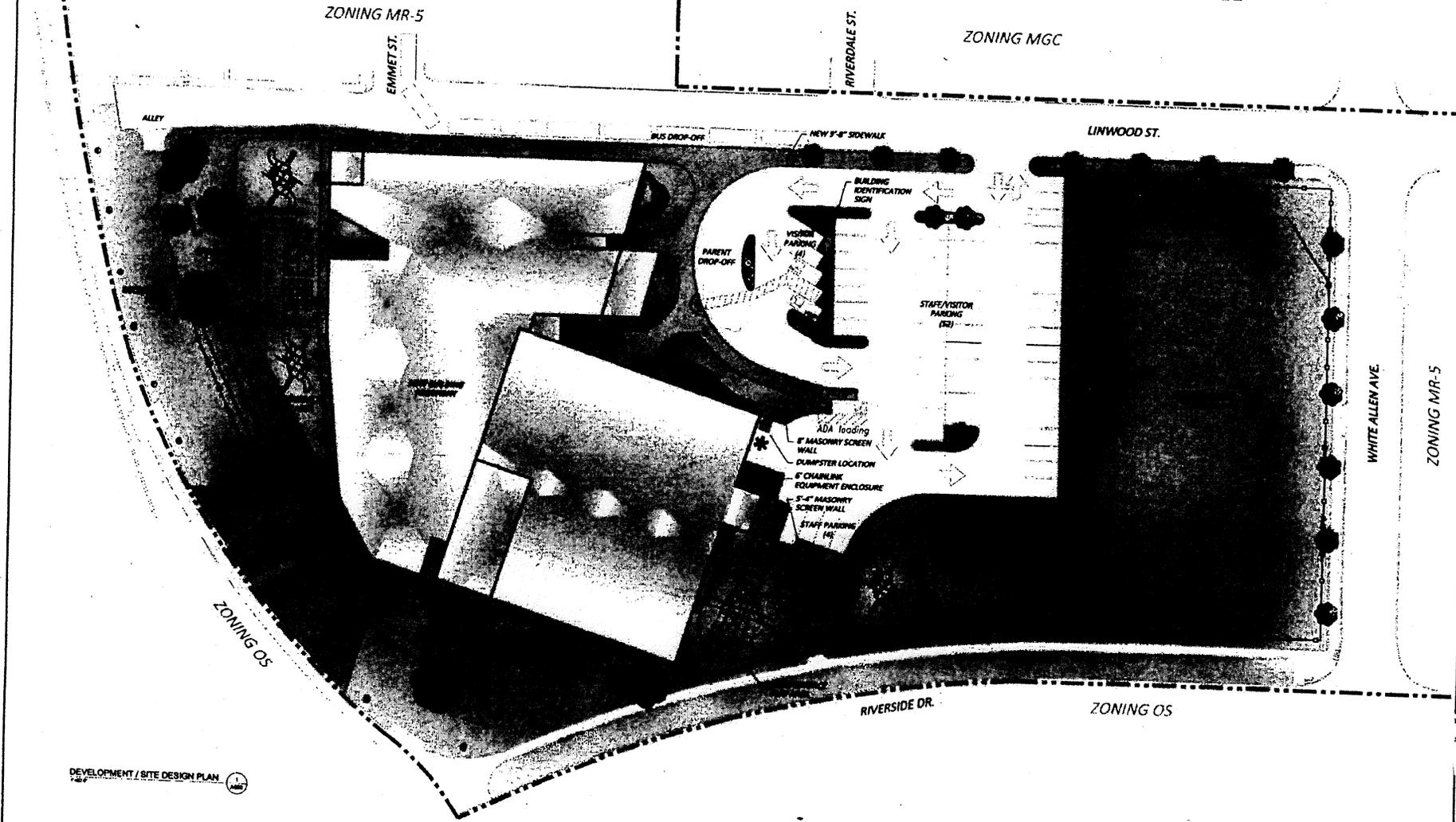
Attest:

Clerk of the Commission

Approved as to form:


City Attorney

Exhibit A



DEVELOPMENT / SITE DESIGN PLAN

SYMBOLS KEY

	TREES		ORNAMENTAL SHRUBS / BUSHES
	ORNAMENTAL TREES		FENCE OR BARRIER / CURB



2008 SPA ARCHITECTS, INC.

NEW MONTESSORI SCHOOL
 1414 WOODBURN BLVD. DAYTON, OH 45424
 DAYTON PUBLIC SCHOOL DISTRICT
 220 N. GUYTON ST. DAYTON, OH 45424

DEVELOPMENT / SITE DESIGN PLAN

DATE	SCALE	REVISION	BY	APP'D
08/08/08	AS SHOWN			



EXHIBIT 05 - ELEVATIONS

DATE: 05/11/2006 SCALE: 1/8" = 1'-0"	NEW MONTESSORI SCHOOL		
	100 LINDSEY STREET - DAYTON, OHIO 45424		
	DAYTON PUBLIC SCHOOL DISTRICT		
100 SOUTH LINDSEY STREET - DAYTON, OHIO 45424			
DATE PLOTTED: 05/11/2006			
PROJECT NO: 0500000000			
DRAWING NO: 0500000000			
SHEET NO: 0500000000			
SHEET TOTAL: 0500000000			
EXTERIOR ELEVATIONS			
DATE: 05/11/2006	PROJECT: 0500000000	SHEET: 0500000000	A201

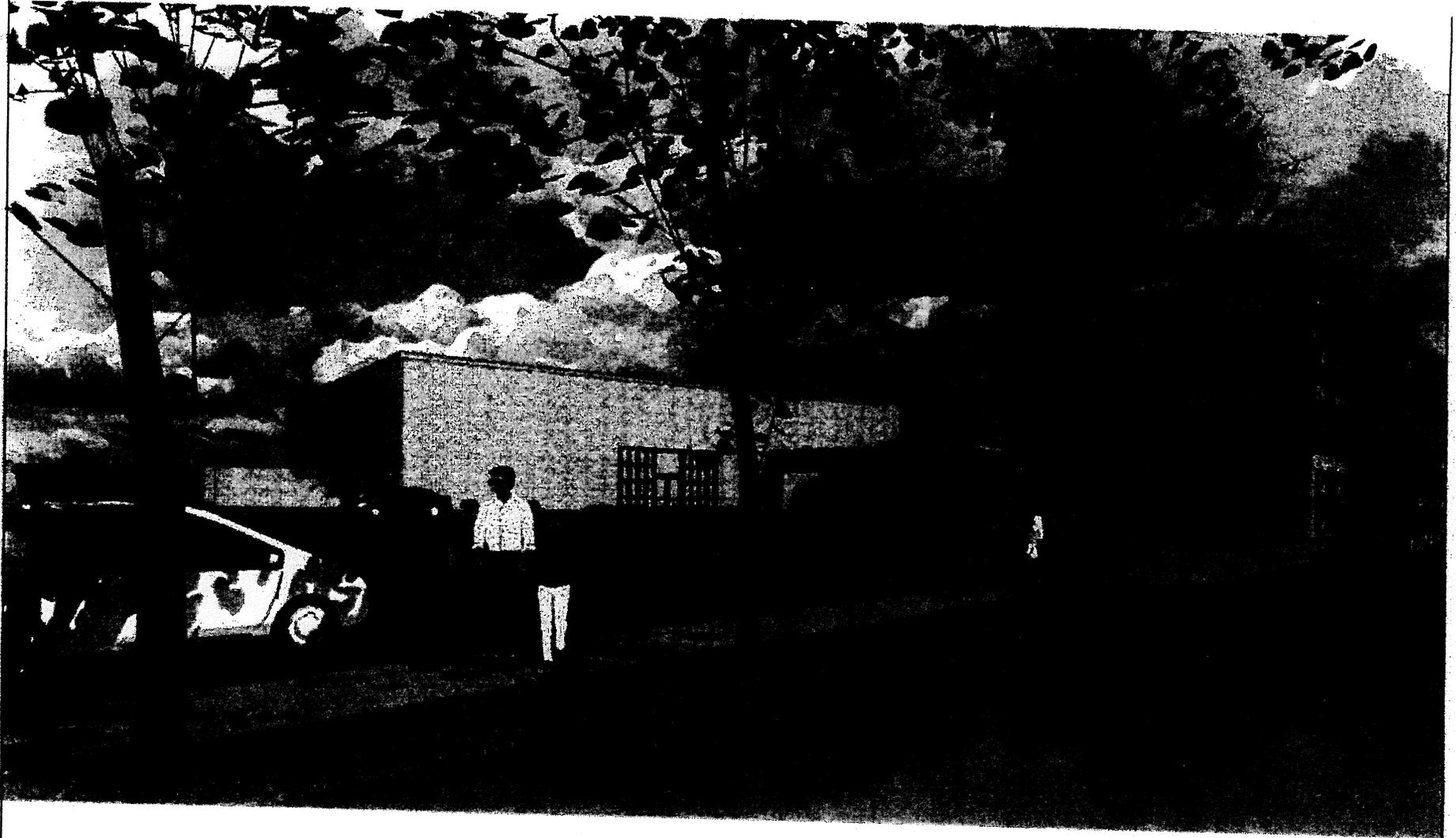


EXHIBIT 05 - ELEVATIONS

2008 04 10 ARCHITECTURE INC. ©	NEW MONTESSORI SCHOOL 100 LINDSEY STREET, DAYTON, OHIO 45424
	DAYTON PUBLIC SCHOOL DISTRICT 100 SOUTH LINDSEY STREET - DAYTON, OHIO 45424
EXTERIOR ELEVATIONS	4/20/07
SHEET NO.	4202

Exhibit E



EXHIBIT 05 - ELEVATIONS

3000 W. WINDY HILL BLVD. DAYTON, OH 45424 (513) 233-1111 WWW.MANUFACTUREX.COM	NEW MONTESSORI SCHOOL <small>100 WINDY HILL BLVD. - DAYTON, OH 45424</small>	
	DAYTON PUBLIC SCHOOL DISTRICT <small>100 WINDY HILL BLVD. - DAYTON, OH 45424</small>	
	PREPARED BY:  MANUFACTUREX INC. <small>100 WINDY HILL BLVD. - DAYTON, OH 45424</small>	
EXTERIOR ELEVATIONS		A203
SCALE: _____ DATE: _____	DRAWN BY: _____ CHECKED BY: _____	DATE: _____ SCALE: _____

BOARD OF EDUCATION OF THE DAYTON
CITY SCHOOL DISTRICT
115 S LUDLOW ST
DAYTON OH 45402

BONDS GIOVANNI
529 W GRAND AVE
DAYTON OH 45405

BUCKMAN AUDREY E
2702 S KEY LARGO CIR
MYRTLE BEACH SC 29577

EAST RIVER PLACE LLC
53 E RIVERVIEW AVE STE 32
DAYTON OH 45405

GEHRING DIANA HOOGSTRAATE
457 EMMET ST
DAYTON OH 45405

KEISH FRANK JR
535 BAYONNE DR
VANDALIA OH 45377

LINWOOD INVESTMENT GROUP
C/O SMITH & STUEVE CPA'S
222 LINWOOD ST
DAYTON OH 45405 4943

MCFALL JOHN A TRUSTEE
115 LINWOOD
DAYTON OH 45405

METROPOLITAN EDUCATIONAL
TECHNOLOGY ASSOC
100 EXECUTIVE DR
MARION OH 43302

MIAMI CONSERVANCY DIST
38 E MONUMENT AVE
DAYTON OH 45402 1210

MARGARITA RIVERA
43 EMMET ST
DAYTON OH 45405

SETH REALTY LLC
49 WHITE ALLEN AVE
DAYTON OH 45405

THE UNIT LOFT LLC
1918 TENNYSON AVE
DAYTON OH 45406

WEST FAMILY PROPERTIES LLC
P O BOX 13632
DAYTON OH 45413

WHITE BROTHERS PROPERTIES
C/O WHITE-ALLEN CHEVY
P.O. BOX 668
DAYTON OH 45401

WHITE FAMILY REAL ESTATE
HOLDINGS LLC
6480 MONROE ST
SYLVANIA OH 43560

WHITE-ALLEN PROPERTIES LLC
5880 MONROE ST
SYLVANIA OH 43560

Terry Aldridge
Pinnacle Architects, Inc
480 Vantage Point, Suite 201
Miamisburg, OH 45342

Rick Rayford, DPS
4280 N. James H. McGee Blvd
Dayton, Ohio 45417

Aaron Sorrell
McPherson Town Historic Society
128 McDaniel Street
Dayton, Ohio 45405

Ann Schenking
Plan Board Secretary
101 W. 3rd Street
Dayton, Ohio 45402

Dr. Gary Dickstein
Dayton Public Schools
4280 N. James H. McGee Boulevard
Dayton, OH 45417

Rashella Lavender, Clerk
Office of the City Commission
101 West Third St.
Dayton, OH 45402