



## CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

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

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

The following recommendations are offered for City Commission approval.

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

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

#### 1. Purchase Orders:

##### AVIATION

##### A1. Green & Green Lawyers, A Legal Professional Association

(professional legal services as needed through 12-31-20)      **\$20,000.00**

1. (Cont'd):

**A2. Springfield Overhead Door LLC** (six red oak doors and security hardware including installation services) **\$17,742.00**

**FIRE**

**B1. Finley Fire Equipment Company, Inc.** (miscellaneous fire apparatus parts as needed through 12-31-20) **7,500.00**

**B2. USI Midwest LLC** (Ambulance Errors and Omissions liability insurance) **64,378.00**

**POLICE**

**C1. Brite Computers/Upstate Wholesale Supply** (nine Getac Tablets) **20,160.00**

**PROCUREMENT, MANAGEMENT AND BUDGET**

**D1. CNR Marketing Ltd dba Proforma CNR Marketing** (reusable face masks) **213,000.00**

**D2. Grenentec Energy Solutions, Inc.** (disposable face masks) **20,500.00**

**D3. Mills LLC dba Factory Finder** (disposable face masks) **22,738.00**

**D4. Sterling Paper Company dba Sterling Distribution** (disposable face masks) **61,800.00**

**D5. Veterans Business Supply, Inc.** (disposable face masks) **18,125.00**

**PUBLIC WORKS**

**E1. Jagger Construction, LLC** (Ridgecrest Park Shelter Roof Replacement) **14,200.00**

**E2. Oracle Elevator Holdco, Inc. dba Oracle Elevator Company** (13 air purifier disinfection systems) **34,450.00**

**E3. Reconyx, Inc.** (20 surveillance cameras with cellular access) **14,656.88**

**WATER**

**F1. Chemical Services, Inc.** (odor control chemicals) **40,000.00**

**F2. Dell Marketing LP** (computers, monitors and accessories) – PO201022 **15,786.24**

**F3. Motion Industries, Inc.** (SEW Eurodrive parts through 12-31-22) **90,272.34**

**F4. Dell Marketing LP** (computers and accessories) – PO201011 **10,556.50**  
-Depts. of Aviation, Fire, Police, Procurement, Mgmt. & Budget, Public Works, and Water. **Total: \$685,864.96**

2. **CalAmp Wireless Networks Corporation – Service Agreement** – for Global Position System (GPS) and Automated Vehicle Tracking (AVT) tracking services – Dept. of Public Works/Fleet Mgmt. **\$78,312.00**  
**(Thru 06/30/21)**
  
3. **Guidehouse, Inc. – Service Agreement** – for consulting services related to the CARES Act and other COVID-19 funding opportunities – The City Manager’s Office. **\$375,000.00**  
**(Thru 12/31/21)**
  
4. **Lykins Oil Company, DBA STEP Resources Consulting LLC – Service Agreement** – for electric procurement, management, dashboard development and training – Dept. of Water. **\$325,000.00**  
**(Thru 06/30/25)**
  
5. **RA Consultants, LLC – Service Agreement** – for Inspection, Evaluation and Design Services for Miami Water Treatment Plant Basins (20% SBE Participation/20% SBE Achieved) – Dept. of Water/Water Supply & Treatment. **\$250,620.00**  
**(Thru 12/31/22)**
  
6. **William Louis Smith III – Service Agreement** – to provide a 12-month comprehensive organizing, engagement and consulting plan for the proposed five-point reform plan – The City Manager’s Office. **\$125,600.00**  
**(Thru 08/01/21)**

**B. Construction Contracts:**

7. **West Roofing Systems – Award of Contract** – for the Dayton International Airport Terminal (Partial), U.S. Customs, and ARFF Facility Roof Replacement (Project #:DAY-2019013) (0.18% SBE) (5% SBE Goal) – Dept. of Aviation/AP Admin. & Finance. **\$250,000.00**  
**(Thru 10/31/21)**

**D. Neighborhood Grants:**

8. **CityWide Development Corporation – Development Agreement** – to provide financial support to economic and community development projects in West Dayton – Dept. of Economic Development. **\$150,000.00**  
**(Thru 12/31/21)**

**COMMISSIONER  
JOSEPH**

**IV. LEGISLATION:**

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

9. **No. 31829-20** Authorizing the City Manager to Execute an Option Agreement, Authorizing the Conveyance of Real Property, and Declaring an Emergency.

**COMMISSIONER  
MIMS**

**Resolutions – First Reading:**

10. **No. 6522-20** Concurring with the Adoption of the Pineview Neighborhood Plan 2020.
11. **No. 6523-20** Concurring with the Adoption of the Downtown Streetscape Guidelines and Corridor Plan.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 31830-20**

**RESOLUTION NO. 6524-20**

**IMPROVEMENT RESOLUTION NO. 3598-20**

**INFORMAL RESOLUTION NO. 979-20**



# City Manager's Report

From 2730 – PMB/Procurement

Date August 5, 2020

Expense Type Purchase Order

Total Amount \$685,864.96

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

### AVIATION

#### (A1) P0200984 – GREEN & GREEN LAWYERS, A LEGAL PROFESSIONAL ASSOCIATION, DAYTON, OH

- Professional legal services as needed through 12/31/2020.
- These services are required to provide legal consultation and representation.
- The law firm of Green & Green Lawyers, A Legal Professional Association is recommended based upon proven past performance and subject matter expertise; therefore, this purchase was negotiated.
- Green & Green Lawyers, A Legal Professional Association qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of \$10,000.00 by \$20,000.00 for a total not to exceed \$30,000.00 and therefore requires City Commission approval.
- The Departments of Aviation and Law recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Legal Services	51000-3210-1152-43	\$20,000.00

### Signatures/Approval

Approved by City Commission

Melissa A. Wilson, CPPB

Division

Deane Z. Pharron 7.28.2020

Department

Clerk

[Signature]

City Manager

Date

AVIATION (CONTINUED)(A2) P0201019 – SPRINGFIELD OVERHEAD DOOR LLC, SPRINGFIELD, OH

- Six (6) red oak doors and security hardware including installation services.
- These goods and services are required per the lease agreement with the Government Services Administration (GSA).
- Three (3) possible vendors were solicited and two (2) responses were received.
- The Department of Aviation 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	51017-3210-1425-43	\$17,742.00

FIRE(B1) P0200291 – FINLEY FIRE EQUIPMENT COMPANY, INC., McCONNELSVILLE, OH

- Miscellaneous fire apparatus parts as needed through 12/31/2020.
- These parts are required to maintain fire apparatus.
- Rates are in accordance with the City of Dayton's existing price agreement IFB JL17016 with pricing through 12/31/2020.
- This amendment increases the previously authorized amount of \$20,000.00 by \$7,500.00 for a not to exceed \$27,500.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	67000-6330-1301-71	\$7,500.00

(B2) P0201017 – USI MIDWEST LLC, MIAMI TOWNSHIP, OH

- Ambulance Errors and Omissions liability insurance.
- This insurance is required to finance risks associated with the City's Emergency Medical Service operations with limits up to \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.
- Five (5) possible vendors were solicited and three (3) responses were received.
- The Department of Fire recommends acceptance of the lowest and best bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Insurance - Contractual	10000-9980-1181-99	\$64,378.00

POLICE

(C1) P0201012 – BRITE COMPUTERS/UPSTATE WHOLESALE SUPPLY, VICTOR, NY

- Nine (9) Getac Tablets.
- These goods are required to technologically retrofit nine (9) Dodge Charger Pursuits required for daily operations.
- Three (3) vendors were solicited and three (3) quotes were received.
- The Department of Police recommends acceptance of the low quote.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Computer Hardware	28202-6210-1413-71	\$20,160.00

PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT

(D1) P0201026 – CNR MARKETING LTD dba PROFORMA CNR MARKETING, WASHINGTON TOWNSHIP, OH

- Reusable face masks.
- These goods are required for both City employees and sponsored programs to be in compliance with local, state, and federal mandates due to the COVID-19 global pandemic.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- CNR Marketing LTD dba Proforma CNR Marketing is recommended based upon product availability and price.
- The Department of Procurement, Management and Budget recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-9980-1301-99	\$213,000.00

(D2) P0201013 – GRENENEC ENERGY SOLUTIONS, INC., CAPE CORAL, FL

- Disposable face masks.
- These goods are required for both City employees and sponsored programs to be in compliance with local, state, and federal mandates due to the COVID-19 global pandemic.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Grenentec Energy Solutions, Inc. is recommended based upon product availability and price.
- The Department of Procurement, Management and Budget recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-9980-1301-99	\$20,500.00

PROCUREMENT, MANAGEMENT AND BUDGET – PROCUREMENT (CONTINUED)(D3) P0201020 – MILLS LLC dba FACTORY FINDER, SPRINGFIELD, OH

- Disposable face masks.
- These goods are required for both City employees and sponsored programs to be in compliance with local, state, and federal mandates due to the COVID-19 global pandemic.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Mills LLC dba Factory Finder is recommended based upon product availability and price.
- The Department of Procurement, Management and Budget recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	10000-9980-1301-99	\$22,738.00

(D4) P0201016 – STERLING PAPER COMPANY dba STERLING DISTRIBUTION, MONROE, OH

- Disposable face masks.
- These goods are required for both City employees and sponsored programs to be in compliance with local, state, and federal mandates due to the COVID-19 global pandemic.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Sterling Paper Company dba Sterling Distribution is recommended based upon product availability and price.
- The Department of Procurement, Management and Budget recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	10000-9980-1301-99	\$61,800.00

(D5) P0201021 – VETERANS BUSINESS SUPPLY, INC. STONEHAM, MA

- Disposable face masks.
- These goods are required for both City employees and sponsored programs to be in compliance with local, state, and federal mandates due to the COVID-19 global pandemic.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- Veterans Business Supply, Inc. is recommended based upon product availability and price.
- The Department of Procurement, Management and Budget recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	10000-9980-1301-99	\$18,125.00

PUBLIC WORKS – CIVIL ENGINEERING(E1) P0201023 – JAGGER CONSTRUCTION LLC, LIMA, OH

- Ridgecrest Park Shelter Roof Replacement.
- These goods and services are required to repair damages from the May 2019 Tornadoes.
- Twenty (23) possible vendors were solicited and five (5) bids were received.
- One hundred percent (100%) of funding is from FEMA Costs and Reimbursement Grant Fund.
- 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	Building Improvements	28108-6410-1425-54	\$14,200.00

PUBLIC WORKS – PROPERTY MANAGEMENT(E2) P0201024 – ORACLE ELEVATOR HOLDCO, INC. dba ORACLE ELEVATOR COMPANY, WORTHINGTON, OH

- Thirteen (13) air purifier disinfection systems.
- These goods and services are required to maintain continued sterilization of elevators at various City of Dayton buildings during the COVID-19 emergency.
- Pursuant to Section 86 of the City of Dayton Charter, the City has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- 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	Supplies and Materials	10000-9980-1301-99	\$34,450.00

PUBLIC WORKS – WASTE COLLECTION(E3) P0201025 – RECONYX, INC., HOLMEN, WI

- Twenty (20) surveillance cameras with cellular access.
- These goods and services are required to assist in the City's illegal dumping program.
- Three (3) possible vendors were solicited and two (2) responses were received.
- Seventy percent (70%) of funding is from the 2020 Montgomery County Waste Reduction Incentive Grant.
- 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	Supplies and Materials	28344-6440-1301-32-PW2002	\$14,656.88

WATER – WATER RECLAMATION(F1) P0201015 – CHEMICAL SERVICES, INC., DAYTON, OH

- Odor control chemicals.
- These goods are required as part of the Hydrogen Sulfide Control Plan.
- Chemical Services, Inc. is recommended by the Hydrogen Sulfide Control Plan Group for continuity of services and proven past performance; therefore, this purchase was negotiated.
- A cost sharing of the Hydrogen Sulfide Control Plan was previously negotiated; therefore, one-third of the total costs will be reimbursed by Cargill, one-third of the total costs will be reimbursed by Tate & Lyle and the City will absorb one-third of the total costs.
- The Department of Water recommends approval of this order.

<b>Fiscal Year</b>	<b>Fund Source(s)</b>	<b>Fund Code(s)</b>	<b>Fund Amount(s)</b>
2020	Infrastructure	55003-3460-1424-54-SF1415	\$40,000.00

(F2) P0201022 – DELL MARKETING LP, ROUND ROCK, TX

- Computers, monitors and accessories.
- These goods are required to allow divisional staff to work from home during the COVID-19 pandemic.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<b>Fiscal Year</b>	<b>Fund Source(s)</b>	<b>Fund Code(s)</b>	<b>Fund Amount(s)</b>
2020	Supplies and Materials	55000-3460-1301-54	\$15,786.24

(F3) P0201005 – MOTION INDUSTRIES, INC., DAYTON, OH

- SEW Eurodrive parts.
- These parts are required to rebuild SIX (6) gear boxes.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19055S with pricing through 12/31/2022.
- Motion Industries, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<b>Fiscal Year</b>	<b>Fund Source(s)</b>	<b>Fund Code(s)</b>	<b>Fund Amount(s)</b>
2020	Infrastructure	55003-3460-1424-54-SF1606	\$90,272.34

WATER – WATER SUPPLY AND TREATMENT

(F4) P0201011 – DELL MARKETING LP, ROUND ROCK, TX

- Computers and accessories.
- These goods are required to allow divisional staff to work from home during the COVID-19 pandemic.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal</u> <u>Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	53000-3430-1301-54	\$10,556.50

The aforementioned departments recommend approval of this order.



# City Manager's Report

2

From **6470 - PW/Fleet Management**

Date **August 5, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$78,312.00 (Thru 6/30/21)**

Name **CalAmp Wireless Networks Corporation**

Address **15635 Alton Parkway, Ste 250  
Irvine, CA 92618**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6440-1159-32	\$14,352.00
Street Maintenance Fund	21000-6430-1159-54	\$27,144.00
Water Fund	53000-3445-1164-54	\$ 9,984.00
Sanitation Fund	55000-3445-1164-54	\$11,232.00
Storm Fund	58000-3445-1164-54	\$ 1,872.00
Planning-Housing Inspection	10000-2320-1162-32	\$ 6,240.00
Finance-Water Revenue	53000-5350-1166-64	\$ 4,680.00
Civil Engineering	21000-6450-1162-54	\$ 936.00
Water S&T	53000-3430-1162-54	\$ 936.00
Fire Department	10000-6330-1160-71	\$ 624.00
Fleet Management	61000-6470-1167-99	\$ 312.00

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

## Description

### CALAMP VEHICLE GPS DATA RENEWAL

The Department of Public Works, Water, Finance, Fire and Planning request approval to subscribe with CalAmp Wireless Networks Corporation to provide Global Position System (GPS) and Automated Vehicle Tracking (AVT) tracking services. CalAmp was selected in 2012 based on their extensive municipal experience, the system's compatibility with the City's GIS software and the ability to work with the City's current employee identification system.

This technology will be used to improve the operational efficiencies for waste collection, snow/ice control, leaf collection, street sweeping, water and sewer service crews, water revenue and housing inspection. GPS/AVT data will be available in real time communicating the vehicles' data and locations. Software is a configurable Web-browser application based on the ESRI ArcGIS Server hosted offsite by CalAmp. The software also interfaces with the City's ESRI GIS mapping database. Vehicle data is transmitted through a wireless data network.

Some of the features currently used are: Driver ID, Map Viewing, GeoFencing, Real-Time Alerts, Route Reply and the generation of various standard and customized reports. The numbers of vehicles equipped with this technology are: (46) Waste Collection, (87) Street Maintenance, (71) Water and Water-sanitation, (6) Storm Fund, (20) Housing, (15) Water Revenue, (3) Civil Engineering, (2) Fire, (1) Fleet Management – Total vehicles 251. The annual wireless service fee per vehicle is \$312.00 for 30 second update rate. The agreement commences upon execution and shall terminate on June 30, 2021.

We are requesting total spending authority in the amount of \$78,312.00. These funds will be encumbered from accounts identified above.

A Certificate of Funds is attached.

## Signatures/Approval

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

Approved by City Commission

Clerk \_\_\_\_\_

Date \_\_\_\_\_







July 20, 2020

**TO:** Shelley Dickstein, City Manager

**FROM:** Frederick M. Stovall, Director  
Department of Public Works

A handwritten signature in black ink, appearing to be "FMS", written over the printed name of Frederick M. Stovall.

**SUBJECT:** Cal/Amp Service Renewal

The Department of Public Works, Water, Finance, Fire and Planning are using Cal/Amp for vehicle GPS tracking. Software and wireless services was implemented by Public Works and Water in 2012. Since the initial implementation users have expanded to other City departments for a total of 251 vehicles. Data collection for the software application is transmitted through Cal/Amp wireless network (Verizon). Annual renewal for the wireless service is July 1, 2020 to June 30, 2021

The renewal will be paid on a monthly basis for the renewal period. This will provide opportunity for Public Works to research the market for updated technology and features that may best serve the City needs.

CC: M. Powell, T. Kinskey, L. Lofton, T. Ritchie, Jr., M. Newton

Cal/Amp®

# Pricing Proposal

**Presented To:**

Dayton, City of  
1010 Ottawa St. Dayton, OH 45402

**Presented By:**

Kate Carver  
(310) 564-8515 / [kcarver@calamp.com](mailto:kcarver@calamp.com)

CalAmp / 15635 Alton Parkway Suite 250, Irvine, CA 92618

Date: May 21, 2020

Sales Quote #: Q-00977  
 Pricing Expires: May 14, 2020  
 Salesperson: Brett Lim  
 Subscription Term: 6

Notes: Quote for July 2020- December 2020

6 months service: \$39,156

**BILL TO:**  
 Dayton, City of  
 1010 Ottawa St.  
 Dayton, OH 45402  
 US

**SHIP TO:**  
 Dayton, City of  
 1010 Ottawa St.  
 Dayton, OH 45402  
 US

**Note: products grouped by Service and Hardware (headers). Note all Services are calculated by the monthly recurring charge.**

Renewable			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
GO-SVC-M-J	\$26.00	251	\$6,526.00
<b>Subtotal:</b>		<b>251</b>	<b>\$6,526.00</b>
<b>QUOTE TOTAL:</b>			<b>\$6,526.00</b>

Sales quote excludes all shipping costs, taxes, tariffs and royalty fees. Payment terms as per existing MSA.

Please review the Standard Terms and Conditions. By signing this quote, you are agreeing to the terms.

Check this box to include Crashboxx First Notice Of Loss services for \$1 month/device for 12 months, pre-paid, auto renewal, billed annually.

SHIPPING, APPLICABLE TAX, USF AND OTHER CHARGES WILL BE ADDED TO INVOICE

Additional hardware and services may be purchased at this price for 12 months after execution of this Sales Quote.

If Communication Network services are purchased, overage fees of \$0.02/KB for Cellular services shall apply as applicable. Any waived or discounted fees provided in this Sales Quote shall apply only to the initial Order.

This Sales Quote ("Order") shall be attached to the CalAmp Contract Cover Page, which together along with the Terms and Conditions referenced in the Contract Cover Page constitutes the Master Agreement. If the Terms and Conditions are posted on the CalAmp website, subscriber's rights and obligations are governed by the version of the Terms and Conditions in force at the time of the most recent Order. Subscriber's placement and CalAmp's acceptance of this Order, or any subsequent Order constitutes Subscriber's acceptance of the latest version of the Terms and Conditions including all updates and changes made since the date of Subscriber's latest prior Order, and agreement that the latest version of the Terms and Conditions will govern the services and related products contained in all Orders under which Subscriber is then entitled to receive active services. The most current version of the Terms and Conditions should be reviewed in conjunction with the placement of all new Orders.

**NOTE: In support to our commitment to quality, please reference this quote number when submitting a purchase order. This will allow us to be consistent in our Quote to Order Entry validation process.**

*By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.*

Dayton, City of

CalAmp

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CalAmp Wireless Networks Corporation</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>15635 Alton Parkway, Suite 250</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Irvine, CA 92618</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>													
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<b>OR</b>													
<b>Employer identification number</b>													
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1	3	-	3	2	8	1	7	4	0				

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>Feb 24, 2020</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



CalAmp Wireless Networks Corp.  
 2400 Glenville Dr., Bldg B, Suite B225,  
 Richardson, TX 75082  
 Phone: (877) 684-2040  
 Fax: (214) 612-7777

INVOICE	
Invoice No.	10459
Invoice Date	08/30/2019
Terms	Net 30 Days
Due Date	09/29/2019
Sales Order No.	701027
Sales Order Date	08/30/2019
Customer Account No.	WNG011084

**Bill To**  
 Dayton City of  
 1010 Ottawa Street  
 Dayton, OH 45402  
 United States

**Ship To**  
 Dayton City of  
 1010 Ottawa Street  
 Dayton, OH 45402  
 United States

F.O.B. Point	Ship Via	Shipment	Shipment Tracking Number	Customer PO No.
NONE				CT191738

Part Number	Description	UOM	Invoice Qty	Unit Price	Amount
GO-SVC-Y-J	GO-SVC-Y-J July 2019 through June 2020	Year	251	\$312.00	\$78,312.00

Remit to:  
  
 CalAmp Wireless Networks Corporation  
 29582 Network Place  
 Chicago, IL 60673-1295

WNG011084 10459

**ACH Delivery:**  
 Bank Routing Number: 322271627  
 Account Number: 219610315  
 Account Name: CalAmp Wireless Networks Corporation

**Wire Transfer:**  
 Bank Routing Number: 021000021  
 SWIFT Code: CHASUS33  
 General Bank Address: JPMorgan Chase New York, NY 10004

Account Number: 219610315  
 Account Name: CalAmp Wireless Networks Corporation

Sales	\$ 78,312.00
Sales Tax	\$ 0.00
Sub Total	\$ 78,312.00
Shipping Charges	\$ 0.00
<b>Total</b>	<b>\$78,312.00</b>



AGREEMENT  
FOR  
AUTOMATIC VEHICLE LOCATION SYSTEM  
BETWEEN  
CITY OF DAYTON  
AND  
RADIO SATELLITE INTEGRATORS, INC.

This Agreement is made and entered into this 16<sup>th</sup> day of April 2012 (Effective Date), by and between the CITY OF DAYTON, located at 1736 E. Monument Ave. Dayton, Ohio 45402 (hereinafter "Customer"), and RADIO SATELLITE INTEGRATORS, INC., a Florida corporation located at 19144 Van Ness Avenue, Torrance, California (hereinafter "RSI").

WHEREAS, Customer has determined the need for an Automatic Vehicle Location System; and  
WHEREAS, it has been determined that RSI's proposal can best meet Customer's needs;  
NOW, THEREFORE, RSI and Customer agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS.**

The document forming the entire agreement between Customer and RSI shall consist of this Agreement including:

- EXHIBIT A – Statement of Work
- EXHIBIT B – Cost Itemization
- EXHIBIT C – Payment Schedule
- EXHIBIT D – User Agreement
- EXHIBIT E – Acceptance Test Plan (ATP)

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

## SECTION 2. TERM.

The term of this Agreement shall begin on the date of the signing of this document by RSI and the Customer as referenced by the Effective Date on page 1 of the Agreement, and shall continue for an initial one (1) year term, with annual renewal options at the Customer's sole option and discretion.

## SECTION 3. STATEMENT OF WORK.

RSI agrees to perform the services as set forth in the Statement of Work, which is attached as EXHIBIT A hereto and incorporated as though fully set forth herein.

## SECTION 4. COMPENSATION.

The compensation to be paid to RSI for RSI's services is set forth in EXHIBIT B, entitled "COST ITEMIZATION," according to the schedule outlined in EXHIBIT C - "PAYMENT SCHEDULE," which are attached hereto and incorporated herein.

## SECTION 5. TERMINATION.

### 5.1 Termination for Default.

The Customer may, by written notice of default to RSI, terminate the whole or any part of this Agreement if RSI fails to perform services within the time specified herein or any extension thereof; or if RSI fails to perform any of the other provisions of the Agreement; or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such failure within a period of ninety (90) days (or such longer period as the Customer may authorize in writing) after receipt in writing of notice from the Customer specifying such failure.

5.2 Termination for Bankruptcy or Insolvency. The Customer may, in its sole discretion, terminate this Agreement immediately, by written notice to RSI, by reason of the bankruptcy of RSI, the filing of any bankruptcy, or similar action by or against RSI, any assignment by RSI for the benefit of its creditors, or any other acts or omissions by Contractor reflecting or manifesting bankruptcy.

## SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that RSI, in the performance of the work and services agreed to be performed by RSI, shall act as and be an independent contractor and not an agent or employee of Customer; and as an independent contractor, RSI shall obtain no rights to retirement benefits or other benefits which accrue to Customer's employees, and RSI hereby expressly waives any claim it may have to any such rights.

## SECTION 7. INDEMNIFICATION.

RSI agrees to defend, indemnify and hold harmless the Customer from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person or damage to property (including loss or destruction) of whatsoever nature arising out of performance of work or services by RSI under the terms of this Agreement (including but not limited to its employees, agents, contractors subcontractors, and others designated by RSI to perform work or services in, about, or attendant to, the work and services under the terms of this Agreement). RSI shall not be held responsible for any losses, expenses, claims, subrogation, actions, costs, judgments or other damages, directly, solely and proximately caused by negligence of Customer.

#### **SECTION 8. WAIVER.**

RSI agrees that waiver by the Customer of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other condition. The acceptance by the Customer of the performance of any work or service by RSI shall not be deemed to be a waiver of any term or condition of this Agreement.

#### **SECTION 9. NOTICES.**

All notices and other communications required or permitted under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To Customer:           CITY OF DAYTON  
                              1201 1736 E. Monument Ave.  
                              Dayton, Ohio 45402  
                              Attn: Fred Stovall

To RSI:                   Jonathan Michels, President  
                              Radio Satellite Integrators, Inc.  
                              19144 Van Ness Avenue  
                              Torrance, CA 90501

Notice shall be deemed effective on the date personally delivered or, if mailed, five (5) days after deposit in the mail. The parties may change their respective addresses in accordance with the provisions of this section.

#### **SECTION 10. MISCELLANEOUS**

1.     If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable. This Agreement shall be governed and construed according to the laws of the State of California.
2.     This Agreement binds and inures to the benefit of the parties and their successors and

assigns.

3. The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

#### **SECTION 11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.**

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

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

#### **SECTION 12. POLITICAL CONTRIBUTIONS.**

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

[Remainder of this page intentionally left blank.]

Cal/Amp

December 22, 2017

To: City of Dayton  
Attn: Fred Stovall  
1201 1736 E. Monument Ave  
Dayton, OH 45402

RE: Notice of Transfer of Agreement(s):  
Agreement for Automatic Vehicle Location System

To Whom It May Concern,

CalAmp Radio Satellite Integrators, Inc. ("CRSI") hereby notifies you that pursuant to a corporate reorganization, all rights, title and interests to and under your agreement(s) with CRSI will be assigned and transferred to CRSI's affiliate, CalAmp Wireless Networks Corporation, effective as of December 30, 2017 (the "Effective Date").

As of the Effective Date, please direct any correspondence or payments to:

CalAmp Wireless Networks Corporation  
19144 Van Ness Avenue  
Torrance, CA 90501

Except as modified herein, all other terms and conditions of your agreement(s) remain in full force and effect.

Sincerely,  
CALAMP RADIO SATELLITE INTEGRATORS, INC.

By:   
Name: Brian Burda  
Title: VP, Professional Services, Production Operations

19144 Van Ness Avenue, Torrance, CA 90501

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written:

THE CITY OF DAYTON, OHIO

By [Signature]  
City Manager

Stanley A. Easley  
Print Name

"RSI"  
RADIO SATELLITE INTEGRATORS, INC.

By [Signature]  
Jonathan Michels, President

Jon Michels  
Print Name

Approved as to form and correctness:

[Signature]  
City Attorney

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

April 4, 2012

Min. Bk. I-12 Pg. 0460

Rachella Lavender  
Clerk of the Commission



# City Manager's Report

3.

From **2100 - City Manager's Office**

Date **August 5, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$375,000.00 (thru 12/31/2021)**

Name **Guidehouse, Inc.**

Address **1800 Tysons Blvd, 7th Floor  
McLean, Virginia 22102**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Local Coronavirus Relief Fund	28133-9980-1155-99	For 1 year: \$200,000.00
Aviation Operating Fund	51000-3210-1155-43	For 2 years: \$75,000.00
COVID-19 FEMA Reimbursement Fund	28134-9980-1155-99	For 2 years: \$100,000.00

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

### Description

### Coronavirus Aid, Relief and Economic Security (CARES) Act and Other COVID-19 Grant Funds Consulting and Compliance Services

The City Manager's Office requests permission to enter into a Service Agreement with Guidehouse, Inc. in an amount not to exceed \$375,000.00 for consulting services related to the CARES Act and other COVID-19 funding opportunities. Request for Qualifications 20-010PMB was issued, nine firms were evaluated in a competitive process by a five-member team, and Guidehouse, Inc. was selected. This contract will begin upon execution and will expire December 31, 2021.

The CARES Act established the \$150 billion Coronavirus Relief Fund (CRF) nationwide. The State of Ohio's share totals over \$3.75 billion. The Governor accepted these federal funds and through HB 481 the legislature provided \$350 million in federal coronavirus aid to local governments who did not receive direct allocations. Dayton received roughly \$8.2 million.

The CARES Act allocated funds through several federal agencies and a variety of programs. In addition to the \$14+ million the Dayton International Airport received, the City intends to pursue other funding sources related to the coronavirus. This will include, but is not limited to, FEMA Public Assistance, made available when the President declared COVID-19 a national disaster. Guidehouse, Inc. will provide guidance, oversight and compliance for CARES Act and other COVID-19 funds.

Due to CRF and CARES guidelines, three funds will be used to pay for this service, which spans through 2021. CARES money, in an amount not to exceed \$200,000.00 in 2020, will be utilized. Aviation Operating funds will be utilized in an amount not to exceed \$50,000.00 in 2020 and \$25,000.00 in 2021. Additionally, COVID-19 FEMA funds will be utilized in an amount not to exceed \$50,000.00 in 2020 and \$50,000.00 in 2021.

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

A certificate of funds is attached.

### Signatures/Approval

**Approved by City Commission**

Division

Department

City Manager

Clerk

Date





## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), dated \_\_\_\_\_, 2020 (the "Effective Date"), is between Guidehouse Inc., a Delaware corporation, with offices at 1800 Tysons Boulevard, 7<sup>th</sup> Floor, McLean, Virginia 22102 ("Guidehouse" or "Contractor"), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("Client").

### 1. Scope of Agreement and Services.

(a) This Agreement describes the process by which Client may engage Guidehouse to perform professional consulting services as described in a SOW (defined below) (the "Services"), and sets out the terms and conditions applicable to those Services. Notwithstanding any provision to the contrary contained herein, the following are not within the definition of "Services" and are not covered by this Agreement: (i) independent audit, attestation and other assurance services; (ii) managed services, reselling or hosting services; (iii) staff augmentation services; and (iv) secondments.

(b) Guidehouse will perform such Services as agreed in one or more statements of work issued under this Agreement, a form of which is attached hereto as Exhibit A ("Statement of Work" or "SOW"). Each SOW will describe the Services to be performed, the expected schedule for performance, the amounts that Client will pay for those Services detailed on an hourly basis, and any other relevant information. Guidehouse is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this Agreement and/or the relevant SOW. Either party may request changes to the scope of Services or terms and conditions set forth in this Agreement and/or the relevant SOW. To be effective, such change must be agreed in a writing and signed by both parties, and as approved by the Commission of the City of Dayton, if necessary. This Agreement does not obligate either party to enter into any SOW. If there is a conflict between the terms contained in the main body of this Agreement, any Exhibit and/or a SOW, the following order of precedence shall apply: (i) the SOW; (ii) the applicable Exhibit; and then (iii) the main body of this Agreement. If Guidehouse commenced Services prior to execution of this Agreement or a particular SOW, the terms of this Agreement and the relevant SOW shall govern such Services.

### 2. Deliverables.

(a) Ownership and License. Client will own each particular physical copy of the Materials (as defined below) prepared for and delivered to Client under this Agreement that are identified as a "Deliverable" (collectively, the "Deliverables") in the relevant SOW. Guidehouse shall own all intellectual property rights in and to the Deliverables and any other Materials (as defined below) that Guidehouse, or their respective personnel may make, conceive, develop, or create during or as a result of the Services, including Guidehouse's working papers (the "Work Product"). Each party will continue to own Materials made, conceived, developed, or created by or for such party independent from, or prior to commencement of, the performance of Services under the applicable SOW and any intellectual property rights therein (collectively, the applicable party's "Background Materials"). Subject to Client's compliance with the terms of this Agreement and the relevant SOW, Guidehouse grants to Client under Guidehouse's intellectual property rights a non-exclusive, non-transferable license to use the Deliverables and Work Product delivered to Client for Client's internal business purposes only. For the avoidance of doubt, neither the Work Product nor Guidehouse's Background Materials include Client's Confidential Information (as defined below) or Client's Background Materials, both of which shall remain the sole and exclusive property of Client. As used herein, "Materials" means information, know-how, data and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.

**(b) Use and Disclosure.**

(i) Guidehouse provides the Services and the Deliverables, Work Product and Guidehouse's Background Materials solely for Client's internal use and benefit, and not for a third party's use, benefit or reliance, and Guidehouse disclaims any contractual or other responsibility, liability or duty of care to third parties based upon the Services, Deliverables, Work Product or Guidehouse's Background Materials. Except as described in this Section, Client shall not discuss the Services with, or disclose the Deliverables, Work Product or Guidehouse's Background Materials to, any third party without Guidehouse's prior written consent. Client may disclose Deliverables to, or discuss information relating to the Services with, Client's third-party professional advisors (including subcontractors, accountants, auditors, attorneys, financial and other advisors) that are acting solely for Client's benefit and on Client's behalf and that have a need to know such information in order to provide advice or services to Client (collectively, "Third-Party Professional Advisors"), provided that such Third-Party Professional Advisors agree: (i) that Guidehouse did not perform the Services or prepare Deliverables for such Third-Party Professional Advisors' use, benefit or reliance, and that Guidehouse assumes no duty, liability or responsibility to such Third-Party Professional Advisors; and (ii) not to disclose the Services or Deliverables to any other party without Guidehouse's prior written consent. Notwithstanding the foregoing, Guidehouse's prior written consent (which consent will include the requirement to enter into an access letter in Guidehouse's standard form) shall be required if Client wishes to disclose the Deliverables or discuss the Services with any person or entity that is not a Third-Party Professional Advisor. For the avoidance of doubt, Third-Party Professional Advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any parties that have or may obtain a financial interest in Client or an anticipated transaction.

(ii) Client may disclose any Deliverables that do not contain Guidehouse's name or other information that could identify Guidehouse as the source (either because Guidehouse provided a Deliverable without identifying information or because Client subsequently removed it) to any third party if Client first accepts and represents them as its own and makes no reference to Guidehouse in connection with such Deliverable.

**(c) Oral Advice and Draft Deliverables.** Client may rely only on final written Deliverables and not on oral advice, draft Deliverables or other information provided by Guidehouse. Upon Client's request, Guidehouse will confirm oral advice in a Deliverable on which Client may rely.

**(d) Other Materials.** Guidehouse may provide or otherwise make available certain Materials that are not Deliverables, including spreadsheets and hosted web-based, data analytics, internet, cloud, visualization or other tools or software used to provide the Services or deliver the Deliverables (collectively, the "Guidehouse Technology"). If Guidehouse Technology is provided or otherwise made available, Guidehouse hereby grants to Client a non-exclusive, non-transferable license to use Guidehouse Technology in accordance with Guidehouse's instructions for Client's internal use and benefit only and solely in connection with and during the term of Guidehouse's performance of the Services under the relevant SOW. Guidehouse Technology is provided on an "as is" and "as-available" basis, and Guidehouse does not represent or warrant that Guidehouse Technology or any content therein will be uninterrupted or error free or that it will provide useful, accurate or specific information or results. Guidehouse Technology is subject to change without notice and Guidehouse may change the functionality of, or suspend or discontinue access to, all or any portion of Guidehouse Technology at any time without notice. Guidehouse Technology and all Materials contained therein are Guidehouse's Confidential Information. Guidehouse Technology and information contained therein are not intended to be Client's permanent records and, unless otherwise agreed in writing, access to Guidehouse Technology and such information terminates upon expiration, completion or termination of the Services under the relevant SOW. Guidehouse will, in its discretion, make data and records that are directly connected with the provision of the Services available to Client via Guidehouse Technology. Client is responsible for separately maintaining copies of any relevant data and records made available through Guidehouse Technology that Client may need. Client will provide Guidehouse with written confirmation (by email or otherwise) of the names and employer email addresses of those users that Client authorizes to access and use Guidehouse Technology on

Client's behalf (the "Client Users") and Client will promptly notify Guidehouse in writing of any changes thereto. Client shall only authorize Client Users to use and access the Guidehouse Technology in accordance with and subject to the same restrictions set forth above in this Section 2 that apply to Deliverables. Client is responsible and liable for all Client Users' access to Guidehouse Technology. Client shall not (and shall not allow any Client User to) misappropriate, infringe, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how, processes, formulae, methodologies, or other information or any of Guidehouse's rights in Guidehouse Technology, or otherwise use or access Guidehouse Technology other than expressly permitted herein.

**3. Guidehouse Responsibilities.** Guidehouse will perform the Services in accordance with the relevant industry standards for consulting services as set forth in the applicable Exhibit or SOW. Guidehouse's role is advisory only. Guidehouse will not provide an audit, accounting or attest opinion or other form of assurance. Guidehouse will not verify or audit any information provided to it. Because Guidehouse will provide the Services solely for Client's use and benefit and pursuant to a relationship exclusively with Client, Guidehouse disclaims any contractual or other responsibility, liability or duty of care to others based upon the Services or upon any Deliverables or advice Guidehouse provides.

**4. Client Responsibilities.** Client is responsible for all management functions and decisions relating to the Services, including without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will provide reasonable assistance and accurate and complete information on a timely basis, and Guidehouse will perform the Services on that basis. Client represents and warrants that it has the requisite right, consent and permission to use and disclose, and to permit Guidehouse to use and disclose, all information, materials (including, without limitation, emails), software, or hardware (including those of third parties) provided to Guidehouse in connection with the Services, this Agreement and/or each SOW. It is Client's responsibility to establish and maintain its internal controls.

**5. Fees, Expenses and Payment.** The fees and expenses shall be in amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) for Services performed between the Effective Date and December 15, 2020 and in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) for Services performed between December 16, 2020 and December 31, 2021. Client shall only be obligated to pay the amounts specified on the SOW(s), which may include, but not limited to, out-of-pocket expenses, any applicable sales, use, excise or value added tax, and Guidehouse's internal per-ticket charges for booking travel. Client shall have no obligation to pay any fees or expenses that are not included on any SOW agreed to between the parties. Amounts billed for Services performed by Guidehouse shall be considered fees and not expenses and will be billed at rates as set forth in the relevant SOW. Unless otherwise agreed in the SOW, Guidehouse will invoice Client on a regular basis in arrears, and Client will pay each invoice within thirty (30) calendar days after the invoice date, unless disputed.

Invoices shall be submitted to: Monica Jones  
101 W. Third Street  
Dayton, Ohio 45402  
Monica.Jones@daytonohio.gov

**6. Confidentiality.** "Confidential Information" means non-public information marked "confidential" or "proprietary" or information that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. All terms of this Agreement, including but not limited to the fee and expense structure, are considered Confidential Information. Confidential Information does not include any information that: (i) is rightfully known to the receiving party ("Recipient") prior to its disclosure; (ii) is released by the disclosing party ("Discloser") to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by Recipient without use of or reliance on Discloser's Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement; or (v) may be lawfully obtained by Recipient from a third party without applicable restriction. Recipient will protect the Confidential

Information of the Discloser using reasonable measures commensurate with those that Recipient uses to protect its own Confidential Information. Recipient may use or disclose the Confidential Information of Discloser only: (1) to perform the Services; (2) as permitted in this Agreement or the applicable SOW; (3) as requested or directed by Discloser; or (4) as required by applicable law, statute, rule, regulation or professional standard. Except as set forth in this Section 6, Recipient will not disclose the Confidential Information of Discloser to third parties without Discloser's prior consent. Notwithstanding the foregoing, without Discloser's prior written consent, Recipient may disclose Confidential Information to professional advisors, subcontractors, or employees on a need-to-know basis, provided that such entities and individuals are required to comply with confidentiality obligations. If disclosure of Discloser's Confidential Information is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, Recipient shall provide Discloser with written notice prior to such disclosure (to the extent permitted by applicable law); provided, however, that prior written notice is not required in connection with requests for disclosures arising from or related to government audits, investigations or supervisory examinations by regulatory authorities with jurisdiction over Recipient.

**7. Term and Termination.** This Agreement commences on the Effective Date and shall expire on December 31, 2021. Either party may terminate this Agreement or any SOW without penalty upon thirty (30) days written notice to the other party. Unless otherwise agreed by the parties, any SOW(s) executed prior to the effective date of termination or expiration of the Agreement shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, and the Client's only obligation to Guidehouse at that time shall be to pay for expenses, including such expenses irrevocably committed by Client, related to those SOW. Any provisions of this Agreement or any SOW that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

## **8. Indemnity.**

**(a)** Guidehouse shall indemnify and hold harmless Client from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property, but only to the extent that the foregoing arise out of the indemnitor's negligence or intentional misconduct in the performance of this Agreement.

**(b)** Guidehouse agrees to indemnify and hold harmless Client from and against any and all amounts payable under any judgment, verdict, court order or settlement for any claims made against Client by a third party unrelated to Client that the Deliverables, as delivered by Guidehouse, directly infringe any trade secret or copyright. Should Client's use of such Deliverables be determined to have infringed, or if, in Guidehouse's judgment, such use is likely to be infringing, Guidehouse may, at its option: (i) procure for Client the right to continue using such Deliverables or (ii) replace or modify such Deliverables to make their use non-infringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that Guidehouse finds commercially reasonable, then Guidehouse may terminate the applicable SOW, Client shall return such infringing Deliverables to Guidehouse, and Guidehouse will refund to Client the fees paid for the infringing Deliverables, less a reasonable allowance for use. This infringement indemnity does not cover claims arising from or related to: (1) the combination of Deliverables with products or services not provided by Guidehouse; (2) the modification of Deliverables by any person other than Guidehouse; (3) Deliverables complying with or based upon information, specifications or designs provided by or at Client's direction; or (4) use of Services and/or Deliverables in a manner not permitted under the Agreement.

**9. Limitations of Liability.** Except to the extent finally determined to be prohibited by law, Guidehouse's aggregate liability for all claims, losses, liabilities or damages in connection with the relevant SOW or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Guidehouse for the particular Service giving rise to the liability under such SOW. In addition, Guidehouse will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, Guidehouse shall have no liability arising from or

relating to any third party hardware, software, information or materials selected or supplied by Client under the relevant SOW.

**10. Client Subcontractors.** If Client requests or requires Guidehouse to engage the services of a subcontractor specified or selected by Client (each a "Client Subcontractor"), assumes responsibility for the services performed by Client Subcontractors. Guidehouse shall not be responsible or liable to Client or any third party for services performed by, or for any act, omission, default or neglect of, Client Subcontractors. For the avoidance of doubt, Client agrees that Guidehouse may provide information that Guidehouse receives in connection with this Agreement to the Client Subcontractors.

**11. Compliance with Law.** While performing its obligations under this Agreement and the relevant SOW, each party will comply with all relevant United States federal or state laws and regulations that are directly applicable to such party's performance of the Services and/or its obligations under this Agreement.

**12. Dispute Resolution.** If, during the term of this Agreement, the parties are unable to resolve a dispute or controversy among themselves, prior to instituting any court action the parties shall first try, in good faith, to settle the dispute by non-binding mediation. All mediation proceedings shall take place in Montgomery County, Ohio.

**13. Choice of Law.** This Agreement and any dispute between the parties, whether in contract, tort or otherwise, will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of law principles or provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply. Any mediation, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio

**14. Non-Solicitation.** During the term of the relevant SOW and for twelve (12) months thereafter, neither Guidehouse nor Client shall intentionally solicit for employment or as an independent contractor any person employed by the other or any affiliate of the other, if such person was involved directly in the performance of the Services under such SOW. This provision shall not prohibit the hiring of any person who responded to general solicitations, including but not limited to, job postings published in newspapers, trade publications or on websites that did not target that person directly.

**15. No Legal Advice; Changes in Laws.** The Services do not include the provision of legal advice, and Guidehouse makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or any other type of law or regulation. Changes in the law and/or its interpretation may take place before Guidehouse's advice is acted upon, or may be retrospective in effect; Guidehouse accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

## **16. INSURANCE**

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

(a) Professional Liability/Errors and Omissions Insurance, with a one million dollar (\$1,000,000) annual aggregate. This annual aggregate amount requirement for professional liability / errors and omissions may be met on a combined basis, i.e., by combining such insurance maintained by Guidehouse with similar insurance maintained by any subcontractor (to the extent that a subcontractor is consented to by the Client through the process described above in this Agreement).

(b) General Liability Insurance, with a combined single limit of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. This policy shall name the Client of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

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

**17. Miscellaneous.**

**(a) Non-Exclusive Agreement; Other Matters.** This is a non-exclusive agreement and, subject to its confidentiality obligations, Guidehouse is not prevented or restricted from providing services to other clients. Guidehouse is an independent contractor, not a fiduciary or agent of Client, and shall not perform any obligation of Client, whether regulatory or contractual, nor shall Guidehouse negotiate on Client's behalf. Guidehouse may use Client's name in experience citations and recruiting materials. If Guidehouse is requested or authorized by Client or required by government regulation, regulatory agency, subpoena or other legal process to produce Guidehouse's Deliverables, working papers or personnel for testimony or interview with respect to services Guidehouse performed for Client, Client will reimburse Guidehouse for Guidehouse's, and their counsels' expenses and professional time incurred in responding to such a request.

As an independent contractor for the Client, Guidehouse shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Agreement. Guidehouse shall have no authority to assume or create any obligation on behalf of, or in the name of the Client, without the express prior written approval of a duly authorized representative of the Client.

Guidehouse, its employees, and any approved subcontractors performing the duties and responsibilities under this Agreement are not Client's 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 Client. Further, Guidehouse shall be responsible to withhold and pay, or cause such agents and subcontractors to withhold and pay, all applicable local, state and federal taxes.

Guidehouse acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

**(b) Entire Agreement; Severability; Amendments.** This Agreement and the applicable SOW represent the entire agreement between the parties with regard to the subject matter thereof and supersede any prior understandings, proposals or agreements concerning the Services. If any provision (or any part thereof) of this Agreement or any SOW is found to be unenforceable or invalid, the remainder of such provision shall remain enforceable to the maximum extent permitted by law. Any changes to this Agreement must be mutually agreed in writing, and approved by the Commission of the City of Dayton, if necessary.

**(c) Assignment.** No party to this Agreement may assign or transfer this Agreement, any SOW hereunder, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for the applicable SOW or such Services, to anyone, by operation of law or otherwise without prior written consent of the other party, and any assignment without such consent shall be void and invalid. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and, except as expressly provided herein, nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**(d) Force Majeure.** No party shall be liable for any delay or failure to perform any of the Services or obligations in this Agreement or any SOW due to causes beyond its reasonable control.

**(e) Counterparts; Headings.** This Agreement and/or any applicable SOW may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile or



**EXHIBIT A  
FORM OF STATEMENT OF WORK**

This Statement of Work (“SOW”), dated \_\_\_\_\_ (the “SOW Effective Date”), is governed by and subject to the provisions of the Master Services Agreement dated \_\_\_\_\_, Exhibit B Federal Provisions, and the provisions of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses (the “Agreement”), the terms of which are incorporated herein, between Guidehouse Inc., a Delaware Corporation, and the City of Dayton. The term “Client” in the Agreement shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement.

**I. PURPOSE AND SCOPE**

This SOW covers **[describe project generally]**. This SOW sets forth the objectives, Deliverables, timing, staffing and fees for this project/effort.

**II. PARTIES’ RESPONSIBILITIES**

- 2.1 Services to be provided by Guidehouse:**
- 2.2 Additional provisions applicable to the Services:**
- 2.3 Deliverables:**
- 2.4 Client’s Responsibilities:**
- 2.5 Timing**

The timing of the Services is as follows:

Estimated Project Start Date:	
Estimated Project Completion Date:	

**III. RESOURCES ASSIGNED**

**3.1** The Guidehouse personnel assigned to provide Services and Deliverables under this SOW are as follows:

**IV. FEES, EXPENSES AND PAYMENT**

- 4.1 Professional Fees and Expenses: [list sales tax if applicable]**
- 4.2 Payment Terms:**

\*\*\*\*\*

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the SOW Effective Date.

**Guidehouse Inc.**

**City of Dayton, Ohio**

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

## EXHIBIT B

### Federal Provisions

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the City, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the City and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the City and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for City or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the City and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the City or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the City or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the City's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the City or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the City and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the City or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the City or Federal Government under any patent.

- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the City and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the City under the terms of this Agreement to the City promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to City reasonable damages the City may sustain by reason thereof.

The City and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the City and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the City or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the City or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental

Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
  - (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
  - (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the City if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
  - (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
7. **No Exclusionary or Discriminatory Specifications**  
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.
8. **Fly America**  
Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.
9. **No Federal Government Obligations to Third Parties**  
The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the City and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided

by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

10. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the City may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the City.

11. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the City, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the City if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

12. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

13. Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the City will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City.

Consultant warrants to City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

15. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

16. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

18. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week

is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

23. DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

24. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

25. Coronavirus Relief Fund

All amounts paid from the Coronavirus Relief Fund ("Fund") are subject to the restrictions set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").



# City Manager's Report

From **3410 - Water Director**

Date **August 5, 2020**

Supplier, Vendor, Company, Individual

Expense Type **Service Agreement**

Name **Lykins Oil Company, DBA**

Total Amount **\$ 325,000.00 (thru 6/30/2025)**

Address **STEP Resources Consulting LLC  
8366 Princeton-Glendale Rd., Suite B1  
West Chester, OH 45069**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020-2025 Water Operating Fund	53000-9970-1159-54	\$175,000.00 (\$35,000 per yr)
2020-2025 DIA Airport Oper. Fund	51000-3210-1159-43	\$100,000.00 (\$20,000 per yr)
2020-2025 General Fund	10000-5540-1159-54	\$ 50,000.00 (\$10,000 per yr)

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

**Description**

### PROFESSIONAL SERVICES AGREEMENT ELECTRIC MANAGEMENT

The Department of Water requests permission to enter into a Professional Services Agreement with Lykins Oil Company, DBA STEP Resources Consulting, LLC in the amount of \$325,000.00. This Agreement is for electric procurement, contract management, Peak Load Capacity management, dashboard development and training. The electric procurement team recommends STEP Resources Consulting LLC be retained for the following reasons:

- Proven past performance,
- Experience with other Ohio governmental accounts,
- Knowledge of City General Fund, Water and Aviation electric usage and Peak Load Capacity options, and
- Continuity with dashboard development and other contract work.

The project is being funded using 2020-2025 Water Operating Fund, DIA Airport Operations Fund, and the General Fund.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on June 30, 2025.

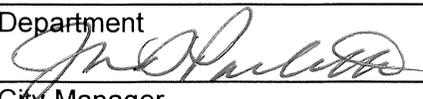
The Agreement has been reviewed by the Law Department as to form and correctness.

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

**Signatures/Approval**

*Approved by City Commission*

Division  
 Michael Powell Digitally signed by Michael Powell  
Date: 2020.07.30 05:16:13 -04'00'

Department  
  
 City Manager

Clerk

Date



## Burton-Yates, Lisa

---

**From:** Ritchie, Tom(Jr)  
**Sent:** Wednesday, July 15, 2020 12:10 PM  
**To:** Sirucek, Rich; Burton-Yates, Lisa  
**Cc:** Robinson, Chatan; Shope, Joseph  
**Subject:** Authorization for STEP Resources Agreement

Good afternoon,

I am writing this email to authorize Rich Sirucek and Lisa Burton-Yates to charge account 10000-6480-1159-54 for \$10,000 per year for the 5-year span of the STEP Resources contract. Total \$50,000 over that time. If you have any questions or need anything further, please contact me. Thanks



**Thomas J. Ritchie Jr.**

Deputy Director of Public Works

937.333.4825 | City of Dayton

1736 E. Monument Ave. | Dayton, Ohio 45402

Office 937.333.4070 | Fax 937.333.4261 | [www.daytonohio.gov/](http://www.daytonohio.gov/)

## Burton-Yates, Lisa

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**From:** Sirucek, Rich  
**Sent:** Wednesday, July 15, 2020 12:02 PM  
**To:** Burton-Yates, Lisa  
**Subject:** FW: STEP Resources

Authorization for the Airport. Still working on Public Works.

Rich



**Rich Sirucek**

Financial Services Supervisor

Department of Water

Water Administration | City of Dayton

320 Monument Ave. | Dayton, Ohio 45402

Office 937.333.2896 | Fax 937.333.6770 | [www.daytonohio.gov](http://www.daytonohio.gov)

#**DaytonCounts** **2020CENSUS.GOV**

**From:** Wimsatt, Chris <[Chris.Wimsatt@daytonohio.gov](mailto:Chris.Wimsatt@daytonohio.gov)>  
**Sent:** Wednesday, July 15, 2020 12:00 PM  
**To:** Sirucek, Rich <[Rich.Sirucek@daytonohio.gov](mailto:Rich.Sirucek@daytonohio.gov)>  
**Cc:** Shope, Joseph <[Joseph.Shope@daytonohio.gov](mailto:Joseph.Shope@daytonohio.gov)>; Cross, Mike (Airport) <[mcross@flydayton.com](mailto:mcross@flydayton.com)>; Robinson, Chatan <[Chatan.Robinson@daytonohio.gov](mailto:Chatan.Robinson@daytonohio.gov)>  
**Subject:** Re: STEP Resources

Oh cool, 3210 is me. We are good to move forward.

Sent from my iPhone

On Jul 15, 2020, at 11:44 AM, Sirucek, Rich <[Rich.Sirucek@daytonohio.gov](mailto:Rich.Sirucek@daytonohio.gov)> wrote:

51000-3210-1159-43

<image001.png>

**Rich Sirucek**

Financial Services Supervisor

Department of Water

Water Administration | City of Dayton

320 Monument Ave. | Dayton, Ohio 45402

Office 937.333.2896 | Fax 937.333.6770 | [www.daytonohio.gov](http://www.daytonohio.gov)

#**DaytonCounts** **2020CENSUS.GOV**

**From:** Wimsatt, Chris <[Chris.Wimsatt@daytonohio.gov](mailto:Chris.Wimsatt@daytonohio.gov)>  
**Sent:** Wednesday, July 15, 2020 9:40 AM  
**To:** Sirucek, Rich <[Rich.Sirucek@daytonohio.gov](mailto:Rich.Sirucek@daytonohio.gov)>; Shope, Joseph <[Joseph.Shope@daytonohio.gov](mailto:Joseph.Shope@daytonohio.gov)>  
**Cc:** Cross, Mike (Airport) <[mcross@flydayton.com](mailto:mcross@flydayton.com)>; Robinson, Chatan

<Chatan.Robinson@daytonohio.gov>

**Subject:** Re: STEP Resources

Rich,

I can't find where the budget came from in the past. If you let me know the Org, I can loop in the person who can okay the contract.

Thanks,

Chris

**Chris Wimsatt**

**Division Manager – Finance and Administration**

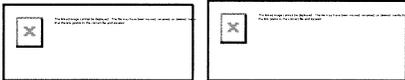
City of Dayton, Department of Aviation

3600 Terminal Drive, Suite 300

Dayton, Ohio 45377

**Office:** 937-454-8211

**Cell:** 740-707-1838



**#DaytonCounts** [2020CENSUS.GOV](https://www.daytonohio.gov/2020CENSUS.GOV)

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**From:** Sirucek, Rich

**Sent:** Tuesday, July 14, 2020 2:25 PM

**To:** Wimsatt, Chris; Shope, Joseph

**Cc:** Cross, Mike (Airport); Robinson, Chatan

**Subject:** FW: STEP Resources

Hello Chris and Joey,

Can you send me an email from the appropriate individual that can give us authority to charge your accounts for the new STEP Resources contract we are currently executing? See Lisa's email below. Your budget is in the same place it has been in the past, and the price has not changed. Let me know if you have questions.

Thanks,

Rich

<image001.png>

**Rich Sirucek**

Financial Services Supervisor

Department of Water  
Water Administration | City of Dayton  
320 Monument Ave. | Dayton, Ohio 45402  
Office 937.333.2896 | Fax 937.333.6770 | [www.daytonohio.gov](http://www.daytonohio.gov)  
**#DaytonCounts 2020CENSUS.GOV**

**From:** Burton-Yates, Lisa <[Lisa.Burton-Yates@daytonohio.gov](mailto:Lisa.Burton-Yates@daytonohio.gov)>  
**Sent:** Tuesday, July 14, 2020 12:51 PM  
**To:** Sirucek, Rich <[Rich.Sirucek@daytonohio.gov](mailto:Rich.Sirucek@daytonohio.gov)>  
**Subject:** STEP Resources

Hi Rich~

The STEP Resources agreement was submitted to Law yesterday, and I'm anticipating it to be completed before week's end. If that happens, I will be able to submit it on Friday for the July 29 calendar. As of today, all departments involved have enough money for the encumbrance. Will you please just reach out to the airport and your contact in Public Works to let them know we will be using the money soon for the upcoming CMR. That way we can get this through smoothly.

Thanks~

<image001.png>

**Lisa Burton-Yates**  
Water Contracts Administrator  
Department of Water  
Director's Office | City of Dayton  
320 W. Monument Avenue | Dayton, Ohio 45402  
Email: [Lisa.Burton-Yates@daytonohio.gov](mailto:Lisa.Burton-Yates@daytonohio.gov)  
Office 937.333.3729 | Fax 937.333.6770 | [www.daytonohio.gov](http://www.daytonohio.gov)  
**#DaytonCounts 2020CENSUS.GOV**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is between the City of Dayton, Ohio, ("City") and STEP Resources Consulting, a division of Lykins Oil Company, ("Consultant"), 8366 Princeton-Glendale Road, Suite B1, West Chester, Ohio 45069.

### **WITNESSETH:**

**WHEREAS**, The City wishes to seek professional consulting services for energy consulting and advisory services for purchasing and managing energy purchases; and,

**WHEREAS**, Consultant is qualified and available to provide the Services to the City on the terms and conditions stated in this Agreement.

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

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

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on June 30, 2025. The parties reserve the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11(J).

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

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

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

The total remuneration in this Agreement shall not exceed THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$325,000.00) over five (5) years or Sixty- Five Thousand Dollars and Zero Cents (\$65,000.00) per year. All services will be paid according to Attachment B, which is incorporated herein by reference. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

#### **ARTICLE 4. CITY'S RESPONSIBILITIES**

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

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

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. The Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and the City has notified

Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

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

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

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

#### **ARTICLE 7. INSURANCE**

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

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

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

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

#### **ARTICLE 8. CONFIDENTIALITY**

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will not disclose such information of the other to

any third party without the other party's written consent. During this two-year period, each party will protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it will only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

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

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

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

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

#### **ARTICLE 10. TERMINATION**

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

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

#### **ARTICLE 11. STANDARD TERMS**

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

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

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

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

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

##### **C. COMMUNICATIONS**

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

Consultant: STEP Resources Consulting, a division of Lykins Oil Company  
8366 Princeton-Glendale Rd., Suite B1  
West Chester, OH 45069

City: City of Dayton, Department of Water  
320 W. Monument Avenue  
Dayton, Ohio 45402  
Attention: Mike Powell, Director

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

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

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

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

#### **E. WAIVER**

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

#### **F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

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

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

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton.

Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

**H. ASSIGNMENT**

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

**I. THIRD PARTY RIGHTS**

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

**J. AMENDMENT**

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

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

**K. POLITICAL CONTRIBUTIONS**

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

**L. INTEGRATION**

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

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

CITY OF DAYTON, OHIO

STEP RESOURCES CONSULTING, A  
DIVISION OF LYKINS OIL COMPANY

Rich Bohon

Digitally signed by Rich Bohon  
DN: cn=Rich Bohon, o, ou,  
email=rbohon@lykinsenergy.com, c=US  
Date: 2020.07.17 15:05:58 -04'00'

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

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

Its: Director of Energy Services  
\_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS:

7/17/2020

X Amelia N. Blankenship for

\_\_\_\_\_

City Attorney  
Signed by: Blankenship, Amelia

APPROVED BY THE  
COMMISSION OF THEITY OF  
DAYTON, OHIO

\_\_\_\_\_, 2020

Min./BK. \_\_\_\_\_ Pg. \_\_\_\_\_

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

**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
SCOPE OF SERVICES**

**City:** City of Dayton Ohio  
**Project:** Management of Energy Purchases and Price Risk Management  
**Consultant:** STEP Resources Consulting, a division of Lykins Oil Company

**Procurement:**

1. Assist the City of Dayton in the electric procurement process to ensure that Dayton properties obtain the best price possible considering all the factors involved in the electric market, including: pricing, PUCO, DP&L and PJM requirements.
2. Lykins updates to the City employees from Aviation, Water and the General Fund will include:
  - a. Walk through of market monitoring and purchasing procedures;
  - b. Make recommendations for block, fixed, and other products that will provide hedging to maximize savings;
  - c. Assist with the purchasing process;
  - d. Follow up and review any actions necessary by employees to assist in the purchasing effort.
3. Lykins will monitor the electric market and the City's facilities usage data to advise the City on the best strategy and timing on how to lower costs.
4. Implementation of the procurement and monitoring process. Lykins will participate and lead:
  - a. Quarterly in-person meetings with Aviation, Water, and Central Services to review markets and other relevant information;
  - b. Make recommendations to the groups on purchase options and strategies

**Demand and Peak Load Commitment (PLC):**

1. Review operations and make recommendation for demand and PLC reductions, such as usage timing and backup systems;
2. Issue Demand/PLC curtailment notices a minimum of 24 hours in advance, if possible.

**Miscellaneous:**

1. Advise the City of regulatory changes that have the potential to impact electric prices, and provide the City cost impacts of the proposed rate changes;
2. Provide a semi-annual update of all accounts usage and costs through a database and dashboard;
3. Review and make recommendations on alternative energy projects with the potential to impact electric usage, such as the Community Solar Project, slice of renewable system, BTM projects, or similar

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

**City:** City of Dayton Ohio  
**Project:** Management of Energy Purchases and Price Risk Management  
**Consultant:** STEP Resources Consulting, a division of Lykins Oil Company

**COMPENSATION**

Lykins will perform the proposed services described at a cost of \$65,000/year, for five years or a contract total of \$325,000. Any other approved expenses will be negotiated separately. Each City department will pay the following annual amount:

Water and Sewer: \$35,000/yr.  
Airport: \$20,000/yr.  
Central Services: \$10,000/yr.



# City Manager's Report

From **3430 - Water/Water Supply & Trmt**

Date **August 5, 2020**

Supplier, Vendor, Company, Individual

Expense Type **Service Agreement**

Name **RA Consultants, LLC**

Total Amount **\$ 250,620.00 (thru 12/31/2022)**

Address **10856 Kenwood Rd.  
Cincinnati, OH 45242**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Water Capital Funds	53004-3430-1424-54-WF2005	\$250,620.00

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

**Description**

**INSPECTION, EVALUATION AND DESIGN SERVICES FOR MIAMI WATER TREATMENT PLANT BASINS  
(20% SBE PARTICIPATION / 20% SBE ACHIEVED)**

The Department of Water requests permission to enter into an Agreement with RA Consultants, LLC in the amount of \$250,620.00 to perform engineering inspection, evaluation and design services at the Miami Water Treatment Plant basins. Services will include, but are not limited to, inspection of the water treatment basins' structural integrity, soundness of the concrete, and the condition of the concrete coatings. RA Consultants, LLC will also provide a report with alternative repair methods of any deficits founds during inspection, and provide plans and specifications for the necessary repairs. Work also includes inspection during the construction phase.

One response was received for RFP 20-002WST on March 10, 2020 and evaluated by representatives of three different departments. The bid was determined to meet the City's needs at a reasonable cost. The time of completion is July 2021. The expiration date identified on the Certificate of Funds is December 31, 2022.

This project is being fully funded using 2020 Water Capital Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2022.

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

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

**Signatures/Approval**

*Approved by City Commission*

Division  
 Michael Powell Digitally signed by Michael Powell  
Date: 2020.07.30 05:15:32 -04'00'

Department  
  
 City Manager

Clerk

Date

# CERTIFICATE OF FUNDS

CT20-2619

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

NO DRAFT DOCUMENTS PERMITTED

  X   New Contract                             Renewal Contract                             Change Order:

Contract Start Date	8/5/2020
Expiration Date	12/31/2022
Original Commission Approval	\$ 250,620.00
Initial Encumbrance	\$ 250,620.00
Remaining Commission Approval	\$ -
Original CT/CF	-
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

**Required Documentation**

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

Amount: <u>  \$ 250,620.00  </u> Fund Code <u>53004 - 3430 - 1159 - 54 - WF2005 -</u> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>	Amount: <u>                    </u> Fund Code <u>          -          -          -          -          </u> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>
Amount: <u>                    </u> Fund Code <u>          -          -          -          -          </u> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>	Amount: <u>                    </u> Fund Code <u>          -          -          -          -          </u> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>

**Attach additional pages for more FOAPALs**

Vendor Name: RA Consultants, LLC

Vendor Address: 10856 Kenwood Rd. Cincinnati OH 45242  
Street City State Zipcode + 4

Federal ID: 20-0654077

Commodity Code: 96896

Purpose: Engineering Inspection, Evaluation and Design Services for the Miami Water Treatment Plant Basins.

Contact Person: Lisa Burton-Yates Water/Water Engineering 7/24/2020  
Department/Division Date

Originating Department Director's Signature:

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

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

7/28/2020  
 Finance Director Signature                      Date

7/28/2020 CT20-2619  
 CF Prepared by                      Date                      CF/CT Number

7/28/2020  
  
 October 18, 2011

## **AGREEMENT FOR ENGINEERING SERVICES**

**THIS AGREEMENT** is between the City of Dayton, Ohio, (“City”) and RA Consultants, LLC (“Engineer”) 10856 Kenwood Rd., Cincinnati, Ohio 45242.

### **WITNESSETH:**

**WHEREAS**, The City needs Engineering, Inspection, Evaluation and Design Services for Miami Water Treatment Plant Basins (“Project”);

**WHEREAS**, The City requires certain engineering services in connection with the Project (“Services”); and,

**WHEREAS**, Engineer is qualified and available to provide the Services to the City.

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

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

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2022, whichever date is earlier.

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

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

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

The total remuneration in this Agreement shall not exceed TWO HUNDRED FIFTY THOUSAND SIX HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$250,620.00) and shall be paid according to Attachment B, which is incorporated herein by reference. Engineer shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

#### **ARTICLE 4. CITY’S RESPONSIBILITIES**

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

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

Engineer 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 at the time the services are performed. Engineer shall have no liability for defects in the Services attributable to Engineer’s reliance upon or use of data or other information furnished by the City or third parties retained by the City.

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

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

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

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

#### **ARTICLE 7. INSURANCE**

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

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

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

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

#### **ARTICLE 8. CONFIDENTIALITY**

Either party may provide the other party with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private." Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for a period of two (2) years following the date of

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

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

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

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

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

## **ARTICLE 10. TERMINATION**

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

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

## **ARTICLE 11. STANDARD TERMS**

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

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

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

**B. GOVERNING LAW**

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

**C. COMMUNICATIONS**

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

Engineer: RA Consultants, LLC  
10856 Kenwood Rd.  
Cincinnati, Ohio 45242  
Attention: Mr. J. Aaron Lecklider  
Project Manager

City: City of Dayton, Department of Water  
320 West Monument Avenue  
Dayton, Ohio 45402  
Attention: Mr. Michael Powell  
Director, Department of Water

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

**D. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**E. WAIVER**

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

**F. SEVERABILITY**

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

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

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

By executing this Agreement for professional services, Engineer acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Engineer shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Engineer 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.

Engineer, its employees and any persons retained or hired by Engineer to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Engineer 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.

Engineer acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

#### **H. ASSIGNMENT**

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

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

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

#### **J. AMENDMENT**

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

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

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

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

**L. INTEGRATION**

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

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

**CITY OF DAYTON, OHIO**

**RA CONSULTANTS, LLC**

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

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



Its: President

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

**APPROVED AS TO FORM  
AND CORRECTNESS**

7/17/2020

**X** Amelia N. Blankenship for

\_\_\_\_\_  
City Attorney  
Signed by: Blankenship, Amelia

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

\_\_\_\_\_, 2020

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

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

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

**City:** City of Dayton, Ohio  
**Project:** Engineering Inspection, Evaluation, and Design Services for Miami Treatment Plant Basins  
**Engineer:** RA Consultants, LLC

**SCOPE OF SERVICES**

The Consultant shall provide the following services:

**Task 1. Basin Inspection and Evaluation**

1. Provide a mechanical and structural inspection and assessment of Accelerator basin 3 & 4, including but not limited to the following:
  - a. Inspect the structural integrity of the supports for the hood and overall system
  - b. Inspect the rotor impellers
  - c. Inspect condition of draft tubes, launders, hood, sludge scrapers, sumps
  - d. Check system for true, plumb, level, concentricity
  - e. Evaluate the system, determine what is causing the torque that causes system to be out of true
  - f. Evaluate bearings that continue to break every 3-6 months
2. Evaluate Euro drive that replaced the original Faulk drive
3. Evaluate the effectiveness/necessity of cathodic protection
4. Provide Report of findings and recommended repairs, including probable costs

**Task 2. Concrete Inspection and Evaluation**

1. Provide inspection plan: visual, non-destructive, destructive testing (if necessary)
  - a. Provide resume of inspector's previous experience
2. Thorough condition assessment of the basin 3 & 4's concrete
  - a. Cracking, spalling, leaching
  - b. Evaluate previous repairs
  - c. Material deterioration
  - d. Exposed rebar
3. Provide report of finding and recommended repairs, including probable costs

**Task 3. Coating Evaluation**

1. Provide an inspection of the existing coatings of the basins
  - a. Membrane coating, interior of basin
  - b. Exterior coating, outer wall of basin
  - c. Inside basement coating
2. Provide report of findings and recommended repairs, including probable costs

**Task 4. Design, Bid & Inspection – After recommended repairs are approved**

1. Design phase
  - a. Prepare construction drawings and specifications.
  - b. Provide 30% and 60% construction drawings and specifications for Owner's review. Design shall conform to all applicable Codes and Standards.

- c. Provide Final construction plans. Drawings shall be stamped by a Registered Ohio Professional Engineer.
  - d. Provide unit-price construction cost estimates for rehabilitation repair methods specified.
  - e. Provide construction cost estimates for all other site improvements.
  - f. Provide final drawings in AutoCAD format, and specifications in Word format.
  - g. Develop criteria of unique qualifications required of construction firms to be eligible to submit construction bids for this project. Assist Owner in evaluating bids received as it pertains to these criteria.
2. Bid Phase
- a. Prepare written responses to any technical questions received from prospective bidders.
  - b. If required, prepare addenda to clarify, correct or change the contract documents.
  - c. Attend the pre-bid meeting and contractor site visit.
  - d. Assist in the evaluation of bids and make a recommendation concerning award of the contract.
3. Construction Phase Services
- a. Review all submittals for approval based on conformance to Contract Documents. Submittals include schedule, shop drawings, and shop drawing resubmittals.
  - b. Attend Pre-construction meeting. Provide items for agenda in advance of meeting, including technical and schedule issues. Record meeting notes.
  - c. Provide full-time or part-time inspection while work is performed on the reservoir interior. Inspect for approval all repairs.
  - d. As work progresses and actual extent of defects becomes apparent, determine type and extent of repair work to be performed in specific areas, with Owner's consent.
  - e. Evaluate all field change and change order claims.
  - f. Upon completion of construction, provide Owner with Construction Record Drawings in AutoCAD format and daily report logs in electronic format.

**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

**City:** City of Dayton, Ohio  
**Project:** Engineering Inspection, Evaluation, and Design Services for Miami Treatment Plant Basins  
**Engineer:** RA Consultants, LLC

**COMPENSATION**

1. The total "Not-To-Exceed" fee for performance of the Scope of Services, as outlined in Attachment A to this Agreement is \$250,620.00. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. Such direct expenses include:
  - a. Travel, subsistence, and incidental costs.
  - b. Use of motor vehicles on a monthly rental basis for assigned vehicles and on a mileage basis or rental cost basis for vehicles used for short periods.
  - c. Telegraph costs, long distance telephone costs, and Project "onsite" telephone costs.
  - d. Reproduction of reports.
  - e. Postage and shipping charges for Project-related materials.
  - f. Computer time charges, including program use charges.
  - g. Rental charges for use of equipment, including equipment owned by the Engineer.

The "Not-To-Exceed" fee of \$250,620.00 broken down as follows:

Project Management	\$16,923.00
Task 1 – Basin Inspection and Evaluation	\$28,632.00
Task 2 – Concrete Inspection and Evaluation	\$27,859.00
Task 3 – Coating Evaluation	\$29,096.00
Task 4 – Design, Bid & Inspection	\$148,110.00
Task 5 – Contingency	0
<b>TOTAL FEE</b>	<b>\$250,620.00</b>

The total "billing limits" shall not exceed \$250,620.00 without further written authorization from the City.

2. The following are expenses that are not included in the lump sum fee set forth in Section 1:
  - a. Charges of special consultants requested or authorized by the City.
  - b. Special insurance coverage required by the City, including the cost of naming the City as an additional insured.
  - c. Local taxes or fees applicable to the consulting work or payment therefore.
  - d. Cost of acquiring any other materials or services specifically for and applicable to only this Project.
3. The City shall remit payment to Engineer within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to the performance of the Services and shall be clearly identified and

readily accessible to City. However, Engineer does not have to furnish such supporting documentation with its invoice, unless requested by the City.

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



# City Manager's Report

6.

From **2100 - City Manager's Office**

Date **August 5, 2020**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$125,600.00 thru 8/1/2021**

Name **William Louis Smith III**

Address **802 Anderson Goodrich Ct  
Dayton, OH 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6210-1159-71	\$100,000.00
Non-Departmental	10000-9980-1159-99	\$ 25,600.00

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

## Description

### Professional Services Agreement

The City Manager's Office is recommending that the City enter into an agreement with William Louis Smith III to provide a 12-month comprehensive organizing, engagement and consulting plan for the Commission's proposed five-point reform plan, that will include a multi-tiered training program aimed at improving police/community relations for targeted areas in Dayton. William Louis Smith III, a lifelong Daytonian, is a community organizing consultant and engagement specialist with six years of experience in the field.

A plan will be developed as part of a larger effort to improve policies and community-police relations. The scope of services will include consulting, engagement and outreach in targeted areas, community-police relations, training services and progress reports (see Exhibit A attached). Data will be gathered through community engagement sessions, surveys and subject matter research.

The term for this service agreement is one year from date of Commission approval and will expire on August 1, 2021 unless amended, approved and properly documented by both parties. The total amount of this service agreement should not exceed \$125,600.00.

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

A Certificate of Funds is attached.

### Signatures/Approval

*Approved by City Commission*

Division \_\_\_\_\_

Department \_\_\_\_\_

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

Clerk \_\_\_\_\_

Date \_\_\_\_\_



## **AGREEMENT FOR SERVICES**

**THIS AGREEMENT FOR SERVICES** (“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 William Louis Smith III, an individual (“Contractor”).

### **WITNESSETH THAT:**

**WHEREAS**, Dayton City Commission has formed five separate police reform working groups with different areas of focus to drive policy change for the Dayton Police Department and to improve community-police relations; and,

**WHEREAS**, The Services set forth herein are a necessary component of this regional effort to improve policies and community-police relations; and,

**WHEREAS**, Contractor will work with all five working groups, community members and city staff in order to support the efforts to effectuate meaningful improvements.

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

#### **ARTICLE 1. SCOPE OF SERVICES**

Contractor shall provide Services as described in Exhibit A, attached hereto and made a part hereof, in a manner satisfactory to the City. These Services shall be provided to the City of Dayton as part of a larger effort to improve policies and community-police relations.

#### **ARTICLE 2. TERM OF CONTRACT**

This Agreement shall commence at the time of execution of this Agreement, and shall terminate on August 1, 2021, or at such time as all funds hereunder are expended, whichever date occurs first.

#### **ARTICLE 3. PAYMENT**

The City shall pay an amount not to exceed One Hundred Twenty-Five Thousand Six Hundred Dollars and Zero Cents (\$125,600.00) to Contractor for the Services to be performed pursuant to this Agreement, as reflected in Exhibit A. Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

**ARTICLE 4. INDEPENDENT CONTRACTOR**

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

Contractor and his employees, agents or subcontractors, or any other persons retained or hired by him to assist in the performance of the Services under this Agreement, are not City employees. Therefore, such persons shall not be entitled to any of the emoluments of employment with the City of Dayton, and Contractor shall indemnify the City against any and all claims by its employees, agents, or subcontractors for such City employee benefits. Contractor further understands and agrees that neither he, nor any of his employees, agents, or subcontractors are "public employees" for the purpose of membership in the Ohio Public Employees Retirement System ("OPERS"). Contractor will be solely responsible to withhold and pay all applicable local, state and federal taxes for its employees.

**ARTICLE 5. ASSIGNMENT**

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

**ARTICLE 6. SUBCONTRACTING**

Contractor may not subcontract any of the Services agreed to in this Agreement without the express written consent of the City. All sub-contractors are subject to the same terms, conditions and covenants contained in this Agreement. Contractor is responsible for making direct payments to all sub-contractors for any and all Services provided by such contractor.

**ARTICLE 7. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

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 by Contractor that Section 35.14, 35.15, and 35.16 of the Revised Code of the General Ordinances of the City of Dayton constitutes a material condition of the Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof, entitling the City to terminate this Agreement at its option.

**ARTICLE 8. RECORDS TO BE MAINTAINED BY CONTRACTOR**

Contractor shall keep accurate and complete records as required by generally accepted accounting principles of all Services provided. All costs and expenditures related to the Services and this Agreement shall be supported by properly executed invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified, and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City and/or its designee all of its records, with respect to all matters covered under this Agreement, and will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records. In performing any independent audit, Contractor shall require the auditor to comply with all applicable City rules and regulations governing such procedures.

The Federal and State Government, including the Comptroller General of the United States and the Attorney General of the State of Ohio, along with the City of Dayton, has the right to examine or audit relevant financial records for a period not to exceed four (4) years after the expiration of the terms of this Agreement. The City and Contractor must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

Contractor agrees that they shall take appropriate measures to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

**ARTICLE 9. LIABILITY**

The parties hereby agree to release each other from any and all liability that may be caused by or arise out of the wrongful and /or negligent conduct of the parties' respective employees and agents in the performance of the Services. Notwithstanding, neither party hereby waives any available immunity under the law. This Article shall survive expiration and/or termination of this Agreement.

**ARTICLE 10. TERMINATION**

The City may terminate this Agreement, upon giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated, Contractor shall be paid for all Services provided and all supplies and materials procured up to the date of notice of termination. Upon receipt of such termination notice by the City, Contractor shall cease all performance of the Services and the City's sole obligation to Contractor is to pay Contractor for the Services that have already been completed at the time of notice of termination and any additional services mutually agreed to in writing by the City and Contractor for services rendered in the thirty (30) days following the notice of termination.

**ARTICLE 11. MEETINGS AND EVALUATION**

Contractor shall meet with the City and/or its designees at such times designated by the City to review and discuss Contractor's performance of this Agreement. Contractor shall allow the City to conduct on-site inspections, tests and monitoring of its financial, personnel and employment activities pursuant to this Agreement, and will cooperate with the City in all respects concerning the review and monitoring of contractor's performance.

**ARTICLE 12. GENERAL PROVISIONS**

**A. Amendment**

The City or Contractor may request to amend this Agreement at any time. Upon mutual agreement to amend this Agreement, the amendment shall be reduced to writing, which shall make specific reference to this Agreement, signed by a duly authorized representative of the City and Contractor, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

**B. Waiver**

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

**C. Notices and Communications**

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

City of Dayton:

Shelley Dickstein  
City Manager  
City of Dayton, Ohio  
101 W. Third St.  
Dayton, Ohio 45402

Contractor:

William Smith  
802 Anderson Goodrich Court  
Dayton, Ohio 45402  
(937) 516-9139  
Smith3wl@gmail.com

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

**D. Conflict of Interest**

This Agreement shall not be interpreted or constructed as to preclude, prevent, or restrict Contractor from agreeing or otherwise contracting with parties aside from the City; provided, however, that such other contract work in no way impedes Contractor's ability to perform the Services required under this Agreement.

Contractor represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect, in Contractor's business. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement. Contractor will immediately report the discovery of any potential conflict of interest to the City.

**E. Entire Agreement/Integration**

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

**F. Political Contributions**

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

**G. Severability**

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

**H. Governing Law and Venue**

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

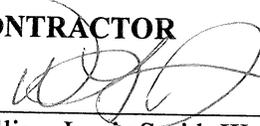
**[Remainder of this page intentionally left blank.]**

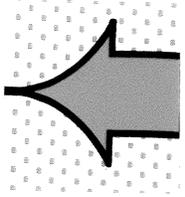
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement as of the date first set forth below.

**THE CITY OF DAYTON, OHIO**

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

**CONTRACTOR**

  
\_\_\_\_\_  
William Louis Smith III



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

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

\_\_\_\_\_, 2020

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

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

**APPROVED AS TO FORM  
AND CORRECTNESS:**

7/28/2020

**X** Amelia N. Blankenship

City Attorney  
Signed by: Blankenship, Amelia

## EXHIBIT A SCOPE OF SERVICES

### 5 Point Police Reform Services

Goal: Utilize five-point reform plan to address and act on community concerns regarding law enforcement within City of Dayton. Ensure community is properly updated and included throughout process.

Strategy: Combine consulting, organizing, and engagement services to assist in all phases of five-point reform plan from initial setup through post work follow-up. Provide bi weekly auditable reports to monitor work and ensure progress.

### Consulting Services

Goal: Provide consulting to assist in the success of five point police reform process.

Strategy: Contractor will consult with those in leadership of the five-point plan to help ensure all aspects are utilized to their best ability. These aspects include before, during, and after five-point plan. This also includes consultation around problems that may arise during the process.

- Weekly meetings with staff (as identified by City Manager) to help ensure process is moving in the right direction to achieve city goals. These 30 to 60 minute meetings will be conducted online when in person meetings are not possible.
- Offer as needed consulting for leads, support staff involved in reform planning process
- Through participation in the 90 minute working group sessions, Contractor will be able to offer on time consultation and reporting on how to adjust sessions if needed to maintain positive momentum as well as steps to connect the taskforce conversations to larger scale engagement with community
- Provide reports following each working group meeting to identify pros/cons from meeting
- Provide input for next steps and implementation upon throughout Mayor's 6 to 9 month timeframe for 5 groups.

### Engagement Coordination and Organizing Services

Strategy: Create engagement opportunities for small and large groups to provide insight, understanding, and depth to the ongoing police reform work. This will be vital in keeping those not in any of the five reform groups involved in the ongoing process. Develop opportunities to connect members in task force and larger community groups with their neighborhoods to strengthen community capacity and also identify possible issues specific to certain areas.

After the reform plan's proposed timeline has completed, Contractor will work to engage the community and stakeholders to present proposed desired outcomes from each group. This will be accomplished through speaking and presenting at neighborhood association meetings, creating virtual or in person town hall meetings in neighborhoods to explain the process and gather community concerns, one to one meetings with community leaders and interested parties, and collaboration with support staff and coordination committee to create to provide relevant information to community members regarding process. These efforts will be tracked and monitored to ensure proper attention and follow-up is given to them.

During the entirety of the process Contractor will work to create opportunities for deeper engagement for members of working groups outside of meeting sessions. These will be specific to the groups and where they are in the process. Doing so will be vital in creating the necessary bonding and learning experiences the groups need to maintain focus on desired goals throughout this long and difficult process. This will be accomplished by working with support staff from each working group to ensure that there are relevant reading materials and follow-up questions and answers provided to the working groups between each and every meeting. This will increase productivity of working group meetings by keeping the group updated and informed outside of the 90-minute work sessions, allowing meeting time to be dedicated to moving towards goals and recommendations. Contractor will also work with coordination committee and support staff to create opportunities for working group participants to utilize Mediation Center if needed to discuss issues that may arise during the process. Contractor will track and monitor process between each work group meeting to ensure follow-up as needed.

Contractor will provide monitoring of community feedback, concerns, and questions in order to provide opportunities for timely responses. This feedback will come from compiling information from social media interactions on city pages, neighborhood association meetings, community groups, neighborhood outreach efforts as well as meetings with coordinating committee. The responses will be accomplished through coordinating organizing and outreach efforts with support staff to identify concerns and connect those community members with the appropriate method of response. This will include setting up meetings with co leads and other personnel as identified by coordination committee. Contractor will also be working to create 2 small group sessions per month to connect with a combination of administration and coordination committee. Contractor will keep track of community members and groups as Contractor meets with them in order to ensure timely response and follow-up.

## Community-Police Relations

Goal: Increase positive community-police relations within specified areas determined by Dayton Police Department. Identify best practices for specific neighborhoods. Will Increase community engagement in said areas.

Strategy: Foster relationship in community by first engaging with residents around priority concerns. With a team of community canvassers, Contractor will identify through initial neighborhood outreach and through community groups located in the area that Contractor will train, there will be a survey distributed throughout the neighborhood to obtain needed information for process. The data derived from these conversations and surveys will be sensitive and vital to creating trust in the neighborhood as well as a bridge between community members and law enforcement. Contractor will be in ownership of this data. Contractor will identify concerns and create action steps for community and stakeholders. Contractor will work with law enforcement to identify best strategies for engagement based upon community response. Monitor progress through relations with city, law enforcement, residents and stakeholders. This monitoring will provide feedback opportunities and give clear insight as to proper next steps.

## Deliverables

- Research Community/ Identify concerns (2 month timeframe)
  - Identify assets
  - Research best practices
  - Study Trends/Analyze related police data
  - Create community survey
  - Identify possible canvassers for training
  - Distribute survey through canvassing and community events with team on canvassers
  - Analyze data
- Connect data to possible resources and action items (2 - 3months)
  - Report out data findings to Police Chief
  - Meet with law enforcement and other stakeholders based upon data collected to address needs assessment
  - Create strategies to address concerns
  - Connect community to various levels of law enforcement
    - Invite patrol to neighborhood meetings/events to build relationships
    - Setup virtual or in person meetings for small groups in neighborhood to speak with command staff for the POD associated with community

- Begin implementation
- Connect initial community engagement with law enforcement engagement strategies
  - Create spaces to speak on police/community relations
  - Create community activities and opportunities to connect specific police staff with community
  - Create community events to also connect residents with needs based on survey results and anecdotal data gathered in meetings and canvassing
- Continual community touches
  - Recruit for small group community organizing trainings
  - Continue engagement through small groups to provide continual connection
- Review and Assess progress
  - Create and distribute survey to gauge community response to efforts
  - Monitor police data for community
- Create reports for the city and neighborhood on sustaining progress and improvement

### **Consulting with Engagement and Outreach**

Consultation (\$100/hr approximately 10 hours a week)

Engagement Coordination - (\$50/hr approximately 10 hours a week)

- Engagement activities for five-point work groups
- Engagement opportunities for larger community group
- Engagement activities for high crime areas to talk issues and discuss progress of reform planning groups (connected to community-police relations scope)

### **Community-Police Engagement Services**

Field work/Research/Organizing/Data Collection and Analysis Services

(\$40/hr Approximately 20 hours a week)

#### **For targeted neighborhood**

- Survey creation
- Survey Distribution for neighborhoods
  - Supplies

- Training for canvass teams
- Canvassers to assist in data collection and outreach
- Neighborhood/Stakeholder meetings for duration of neighborhood work
- Community/Police engagement large event organizing
- Creation of small community organizing groups with training

Line Item	Cost	Detail
<b>Services Budget</b>		
Consulting Services	Not to exceed \$52,000	All consulting for five-point plan
Engagement and Outreach Services	Not to exceed \$26,000	Engagement Coordination for five-point plan
Community Police Relations Services	Not to exceed \$41,600	Field Work, Organizing, Data Collection and Analysis
Training Services	Not to exceed \$6,000	Training for community organizing in conjunction with community-police relations scope of work
<b>Total</b>	Not to exceed \$125,600	



# City Manager's Report

7

From **3210 - Aviation/AP Admin & Finance**

Date **August 5, 2020**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$250,000.00** through 10/31/2021

Name **West Roofing Systems**

Address **121 Commerce Drive  
Lagrange, Ohio 44050**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Capital	51127-3210-1425-43-AVC315	\$250,000.00

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

**Description**

**DAYTON INTERNATIONAL AIRPORT TERMINAL (Partial), U.S. CUSTOMS, and ARFF  
FACILITY ROOF REPLACEMENT (Project #: DAY-2019013)  
0.18% SBE (5% SBE Goal)**

The Department of Aviation requests permission to enter into a construction contract to replace the roof on a portion of the Airport Terminal, the entire roof on the Airport Rescue and Fire Fighting (ARFF) facility and the entire roof on the US Customs Border Protection facility. Due to budget constraints, only a portion of the base bid will be awarded at this time.

Two bids were received for this project. It is recommended that the project be awarded to the lowest and best bidder, West Roofing Systems. The partial base bid award will include the following:

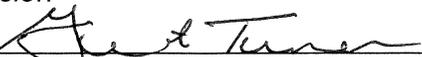
- \$76,121.00 for the replacement of ~9,317 s.f. of the main terminal roof,
- \$72,379.00 for the replacement of US Customs facility roof,
- \$97,500.00 for the replacement of the ARFF facility roof, and
- \$ 4,000.00 for contingency.

The total amount to be awarded is to be \$250,000.00 and includes the 15-year warranty. The project is being funded from Aviation Capital. A Certificate of Funds, Tabulation of Bids, Human Relations Council's verification letter, and the proposal from the firm recommended for award are attached. The contract will be awarded at execution and is not expected to be closed until October 2021.

Copy: Human Relations Council, Public Works/Business Office

  
\_\_\_\_\_

Division

  
\_\_\_\_\_

Department

  
\_\_\_\_\_

City Manager

Signatures/Approval

*Approved by City Commission*

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

# CERTIFICATE OF FUNDS

CT20-2018

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

**NO DRAFT DOCUMENTS PERMITTED**

         New Contract                     
           Renewal Contract                     
           Change Order:

Contract Start Date	8/26/2020
Expiration Date	10/31/2021
Original Commission Approval	\$ 250,000.00
Initial Encumbrance	\$ 250,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	
Remaining Commission Approval	

**Required Documentation**

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

Amount: <u>        </u> \$ 250,000.00  Fund Code <u>        </u> 51127 - 3210 - 1425 - 43 - <b>AVC315</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>	Amount: <u>        </u>  Fund Code <u>        </u> XXXX - XXXX - XXXX - XX - XXXX - XXXX <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>
Amount: <u>        </u>  Fund Code <u>        </u> XXXXX - XXXX - XXXX - XX - XXXX - XXXX <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>	Amount: <u>        </u>  Fund Code <u>        </u> XXXX - XXXX - XXXX - XX - XXXX - XXXX <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span><span>Org</span><span>Acct</span><span>Prog</span><span>Act</span><span>Loc</span> </div>

**Attach additional pages for more FOAPALS**

Vendor Name:          West Roofing Systems Inc

Vendor Address:          121 Commerce Dr.                      LaGrange,                      Ohio                      44050  

StreetCityStateZipcode + 4

Federal ID:          341305282

Commodity Code:          14560

Purpose:                   Roof Replacement Project, partial award of bid for US Customs Building, ARFF Facility and a portion of the Terminal Building at Dayton International Airport.

Contact Person:          Mike Cross                               Aviation/Planning & Engineering                               7/16/2020  

Department/DivisionDate

Originating Department Director's Signature:         

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

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

                                       7/28/2020  

Finance Director SignatureDate

                                       7/28/2020                               CT20-2018  

CF Prepared byDateCF/CT Number

7/24/2020  
W On

July 20, 2020

**TO:** Shelley Dickstein  
City Manager

**FROM:** Gilbert Turner   
Director of Aviation

**SUBJECT:** Roofing Replacement Project at the Dayton International Airport  
DAY-2019013

The Department of Aviation roofing replacement project is necessary to address the immediate requirements needed to maintain the roof at the Dayton International Airport Terminal, Fire House (ARFF) and the US Customs Building. There is significant deterioration to the rooves of these facilities, some that will affect the public areas of the terminal. Failure to address these areas will result in further damage to the buildings, their equipment, and furnishings.

During the COVID-19 pandemic, this construction is necessary maintenance needed to continue operations at the airport, with minimal interruption.

Should you have any questions, please feel free to contact me or Mike Cross 937-454-8226.

Dayton International Airport  
Terminal, Concourse, U.S. Customs Building, and ARFF  
Roof Replacement



12/19/2019

12:00 p.m.

**Bid Tabulation**

		Base Bid						
Estimate		\$ 408,100.00	\$ 245,322.00	\$ 316,162.00	\$ 261,969.00	\$ 75,169.00	\$ 114,400.00	\$ 1,421,149.00
Contractor		1.a - Terminal	1.b - Central Concourse	1.c - Concourse A	1.d - Concourse B	1.e - US Customs	1.f - ARFF	Total of Base Bids
<b>1</b>	<b>Urethane of Kentuckiana</b>	\$ 427,615.00	\$ 320,656.00	\$ 320,496.00	\$ 292,725.00	\$ 82,589.00	\$ 111,706.00	\$ 1,555,787.00
	Alternate No. 1 - Contingency	\$ 70,000.00						
	Alternate No. 2 - 15 Year Warranty	\$ 21,844.00	\$ 13,600.00	\$ 18,296.00	\$ 15,156.00	\$ 4,054.00	\$ 6,167.00	\$ 79,117.00
	Unit Price No. 1 - Metal Deck Replacement	\$ 12.00	Per Square Foot					
	Unit Price No. 2 - Wet Insulation Replacement	\$ 5.00	Per Square Foot					
<b>2</b>	<b>West Roofing Systems</b>	\$ 328,660.00	\$ 229,390.00	\$ 255,650.00	\$ 234,505.00	\$ 69,815.00	\$ 93,600.00	\$ 1,211,620.00
	Alternate No. 1 - Contingency	\$ 70,000.00	<b>Combination Bid for All Roof Areas - \$1,187,400.00</b>					
	Alternate No. 2 - 15 Year Warranty	\$ 15,900.00	\$ 9,558.00	\$ 12,318.00	\$ 10,207.00	\$ 2,564.00	\$ 3,900.00	\$ 54,447.00
	Unit Price No. 1 - Metal Deck Replacement	\$ 7.50	Per Square Foot					
	Unit Price No. 2 - Wet Insulation Replacement	\$ 6.00	Per Square Foot					

MEMORANDUM



January 9, 2020

**TO:** Mike Cross, Planning and Engineering Manager  
Department of Aviation

**FROM:** Chrisondra Goodwine, Contract Compliance Officer *C.G.*  
Human Relations Council (HRC)

**SUBJECT:** DIA Terminal, Concourse, U.S. Customs Building and ARFF  
Facility Roof Replacements  
(5% SBE Participation Goal)

The apparent low bidder, West Roofing Systems, submitted a bid utilizing one (1) PEP-certified contractor to meet .18% of the project’s participation goal. West Roofing Systems submitted a valid waiver request. The HRC’s contract compliance analysis has verified West Roofing Systems is an approved bidder in the City of Dayton’s Affirmative Action Assurance program and that the company’s authorized representative signed the Contractor’s Certification to indicate fair hiring practices.

The verified company to receive the above-mentioned construction award is as follows:

<b>PRIME CONTRACTOR</b>	<b>AMOUNT OF BASE BID</b>	
<b>West Roofing Systems</b>	<b>\$1,211,620</b>	
<b>CERTIFIED BUSINESS PARTICIPATION</b>	<b>COMMITTED DOLLAR AMT</b>	<b>% TOWARD GOAL</b>
<b>Tall View Palladium</b>	<b>\$2,260.00</b>	<b>.18% SBE</b>

<b>TOTAL COMMITTED PARTICIPATION</b>	<b>.18% SBE</b>
--------------------------------------	-----------------

The attached participation forms should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, please feel free to contact me at (937) 333-1405.

CAG

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form

DIA TERMINAL,  
CONCOURSES, CUSTOMS  
TRUCK & ARFF ROOF  
REPLACEMENT

Bidder

WEST ROOFING SYSTEMS  
121 COMMERCE DR.  
LAGRANGE, OH. 44050  
800-356-5748

**BID FORM**

To: Director, Department of Public Works  
The City of Dayton

The undersigned, having full knowledge of the site and the provisions of the plans and specifications for the following improvement, and the conditions of this bid, hereby agrees to furnish all services, labor, materials, and equipment, and to construct in every respect complete:

**DAYTON INTERNATIONAL AIRPORT TERMINAL, CONCOURSE,  
U.S. CUSTOMS BUILDING AND ARFF FACILITY ROOF REPLACEMENT**

**(5% SBE PARTICIPATION)**

in accordance with said plans and specifications on file in the office of the City Engineer at the unit prices hereinafter set forth.

DAYTON INTERNATIONAL AIRPORT  
 TERMINAL, CONCOURSE, U.S. CUSTOMS BUILDING  
 AND ARFF FACILITY ROOF REPLACEMENT  
 (5% SBE PARTICIPATION)

**BASE BID**

This Base Bid, Single-Prime (All Trades) Contract: The Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by **LWC Incorporated**, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated square foot cost below. The work is being funded over three years so the projects are prioritized by the year in which they would occur.

**1.a TERMINAL ROOF (100 SERIES DRAWINGS)  
 2020 INSTALLATION**

ITEM	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
1	MOBILIZATION	1	EA		\$ 1,250.00
2	PERMIT COST	1	EA		\$ 4,800.00
3	INSTALLATION	53,000	SF	\$5.97/SF	\$ 322,610.00

**TOTAL TERMINAL ROOF (1.a)** \$ 328,660.00

**1.b CENTRAL CONCOURSE (200 SERIES DRAWINGS)  
 2021 INSTALLATION**

ITEM	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
1	MOBILIZATION	1	EA		\$ 1,250.00
2	PERMIT COST	1	EA		\$ 3,300.00
3	INSTALLATION	31,860	SF	\$7.20/SF	\$ 224,840.00

**TOTAL CENTRAL CONCOURSE ROOF (1.b)** \$ 229,390.00

DAYTON INTERNATIONAL AIRPORT  
 TERMINAL, CONCOURSE, U.S. CUSTOMS BUILDING  
 AND ARFF FACILITY ROOF REPLACEMENT  
 (5% SBE PARTICIPATION)

**1.c CONCOURSE A ROOF (300 SERIES DRAWINGS)**

**2022 INSTALLATION**

ITEM	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
1	MOBILIZATION	1	EA		\$ <u>1,250.00</u>
2	PERMIT COST	1	EA		\$ <u>3,675.00</u>
3	INSTALLATION	41,060	SF	\$6.22/SF	\$ <u>250,725.00</u>

**TOTAL CONCOURSE A ROOF (1.c)**

\$ 255,650.00

**1.d CONCOURSE B ROOF (400 SERIES DRAWINGS)**

**2022 INSTALLATION**

ITEM	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
1	MOBILIZATION	1	EA		\$ <u>1,250.00</u>
2	PERMIT COST	1	EA		\$ <u>3,380.00</u>
3	INSTALLATION	34,022	SF	\$6.89/SF	\$ <u>229,875.00</u>

**TOTAL BID CONCOURSE B ROOF(1.d)**

\$ 234,505.00

DAYTON INTERNATIONAL AIRPORT  
 TERMINAL, CONCOURSE, U.S. CUSTOMS BUILDING  
 AND ARFF FACILITY ROOF REPLACEMENT  
 (5% SBE PARTICIPATION)

**1.e US CUSTOMS ROOF (500 SERIES DRAWINGS)**  
**2020 INSTALLATION**

ITEM	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
1	MOBILIZATION	1	EA		\$ 1,250.00
2	PERMIT COST	1	EA		\$ 1,000.00
3	INSTALLATION	8,545	SF	\$8.17/SF	\$ 67,565.00

TOTAL BID US CUSTOMS ROOF (1.e) \$ 69,815.00

**1.f ARFF FIRE HOUSE (600 SERIES DRAWINGS)**  
**2021 INSTALLATION**

ITEM	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTALS
1	MOBILIZATION	1	EA		\$ 1,250.00
2	PERMIT COST	1	EA		\$ 1,343.00
3	INSTALLATION	13,000	SF	\$7.20/SF	\$ 91,007.00

TOTAL BID AARF FIRE HOUSE ROOF (1.f) \$ 93,600.00

**BASE BID**

ITEM	DESCRIPTION	TOTALS
1.a	TERMINAL ROOF	\$ 328,660.00
1.b	CENTRAL CONCOURSE ROOF	\$ 229,390.00
1.c	CONCOURSE A ROOF	\$ 255,650.00
1.d	CONCOURSE B ROOF	\$ 234,505.00
1.e	US CUSTOMS ROOF	\$ 69,815.00
1.f	AARF FIRE HOUSE ROOF	\$ 93,600.00

TOTAL BASE BID (1A, 1B, 1C, 1D, 1E, 1F) \$ 1,211,620.00

If (1A, 1B, 1C, 1D, 1E, 1F) awarded all together: \$1,187,400.00

**ADD ALTERNATE NO. 1**

**CONTINGENCY ALLOWANCE**

This alternate is for a "CONTINGENCY" to be used in the event of unforeseen work which must be undertaken to complete this project, ONLY AS DIRECTED BY THE OWNER. The work could be as additional quantities to the bid items (either unit or lump sum items), or as non-bid items, as directed. The amount of this "ALLOWANCE" may vary as determined by the OWNER, but shall not exceed the maximum of \$70,000.00

Alternate No. 1 Table - Contingency Allowance			
A	B	C	D
	Unit	Price	Total: Column B x Column C
Contingency Allowance	1	\$70,000.00	\$70,000.00

*Addendum #1 - RECEIVED & NOTED - 12/16/19*

**ADD ALTERNATE NO. 2**  
**15 YEAR ROOF WARRANTY**

List below the cost for increasing the roof warranty period from 10 years to 15 years for each area.

<b>Alternate No. 2 Table - 15 Year Warranty</b>			
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Location</b>	<b>Area in SF</b>	<b>Cost/SF</b>	<b>Total: Column B x Column C</b>
<b>Terminal Roof</b> (100 Series Drawings) 2020 Installation	53,000 SF	\$ 0.30 /SF	\$ 15,900.00
<b>Central Concourse</b> (200 Series Drawings) 2021 Installation	31,860 SF	\$ 0.30 /SF	\$ 9,558.00
<b>Concourse A Roof</b> (300 Series Drawings) 2022 Installation	41,060 SF	\$ 0.30 /SF	\$ 12,318.00
<b>Concourse B Roof</b> (400 Series Drawings) 2022 Installation	34,022 SF	\$ 0.30 /SF	\$ 10,207.00
<b>US Customs Roof</b> (500 Series Drawings) 2020 Installation	8,545 SF	\$ 0.30 /SF	\$ 2,564.00
<b>ARFF Fire House</b> (600 Series Drawings) 2021 Installation	13,000 SF	\$ 0.30 /SF	\$ 3,900.00
<b>Total Alternate 2</b> <b>(Sum Of Column D)</b>			\$ 54,447.00

**UNIT PRICE NO. 1**

**REPLACEMENT OF DETERIORATED METAL ROOF DECK**

This unit price is for the replacement of metal roof deck found to be deteriorated to the extent it needs to be replaced. The number stated below is for information only and will not be used to evaluate the lowest bid.

ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Metal roof deck replacement	\$/S.F.	\$ <u>7.50</u> /SF

**UNIT PRICE NO. 2**

**REPLACEMENT OF WET ROOF INSULATION**

This unit price is for the replacement of existing roof insulation found to wet to the extent it needs to be replaced. The number stated below is for information only and will not be used to evaluate the lowest bid.

ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Replacement of wet insulation	\$/S.F.	\$ <u>6.00</u> /SF

DAYTON INTERNATIONAL AIRPORT  
TERMINAL, CONCOURSE, U.S. CUSTOMS BUILDING  
AND ARFF FACILITY ROOF REPLACEMENT  
(5% SBE PARTICIPATION)

The consideration to be paid for the performance of the Contract of the above described project is provided as follows:

This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>268,270.00</u>	\$ <u>943,350.00</u>	\$ <u>1,211,620.00</u>
TOTAL ADD ALTERNATE NO. 1 (Contingency Allowance)	\$0.00	\$70,000.00	\$70,000.00
TOTAL ADD ALTERNATE NO. 2	\$ <u>25,340</u>	\$ <u>29,107.00</u>	\$ <u>54,447.00</u>

The time of completion fixed by the City is **1000 Calendar Days** from Notice to Proceed.

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

<u>Name</u>	<u>Address</u>
<u>No person or party other than the bidder is interested in this bid</u>	

## DISCLOSURE OF LITIGATION

**Disclosure of Litigation:** Have you or any person, group, partnership, company, or corporation affiliated with you been engaged in the past three (3) years in litigation, mediation or any form of contractual dispute resolution with any state government or any political subdivision thereof including, without limitation, the State of Ohio, the City of Dayton, Ohio, or Montgomery County, Ohio? For the purpose of your response, "affiliated" means directly or indirectly controlling, controlled by, or under common control, with "control" meaning legally or operationally in a position to exercise restraint or direction over the other.

RESPONSE: YES \_\_\_\_\_ NO  X

If your response is "YES" please separately identify each lawsuit, mediation or dispute resolution process in which you or your affiliate have been engaged during the past three (3) years. Identify the nature of the dispute, the parties involved, and the current status of the dispute. Attach or include any information you believe pertinent to a full understanding of the disputed matters.

**Bidder is**

**An Individual  
Firm Name**

\_\_\_\_\_

**Business Address**

\_\_\_\_\_

**Telephone**

\_\_\_\_\_

**Partnership  
Firm Name**

\_\_\_\_\_

**Members of Firm and  
Their Business Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone**

\_\_\_\_\_

**Corporation  
Name**

**West Roofing Systems, Inc.**

**State of Incorporation**

**OHIO**

**Name and Title of  
Officers with Authority  
to Sign Contract**

**Jack L. Moore - President/CEO**

**Home Office Address**

**121 Commerce Address, Lagrange, OH 44050**

**Local Address**

**Same As Above**

**Telephone** 440-355-2510

**Fax** 440-355-9925

**E-mail** jackm@westroofingsystems.com

**Federal I.D.#** 34-1305282

**Dated this** 17 **day of** December, 2019

**Bidder:** West Roofing Systems, Inc.

(Person, Firm, or Corporation)

**By:**



**Title:**

President/CEO

**BID BOND**

AMOUNT \$ 1,336,067.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of \$1,336,067.00 Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

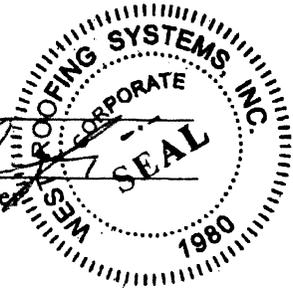
The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, West Roofing Systems, Inc.

\_\_\_\_\_ named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio this 19th day of December, 20 19.

West Roofing Systems, Inc.

JACK MORE Bidder  
PRESIDENT



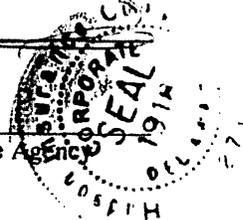
Hudson Insurance Company

Thomas O. Chambers

Thomas O. Chambers, Attorney-in-Fact Surety

Shorewest Surety Services, Inc.

Name of Insurance Agency



2626 49th Drive, Frankeville, WI 53126

Address of Insurance Agency

Telephone 262-835-9576 FAX 262-835-9649

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
West Roofing Systems, Inc.

121 Commerce Drive  
LaGrange, OH 44050

**OWNER:**

(Name, legal status and address)  
City of Dayton - Dayton International Airport  
3600 Terminal Drive  
Vandalia, OH 45377

**BOND AMOUNT: \*\*\* TEN PERCENT OF AMOUNT BID \*\*\***

**SURETY:**

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

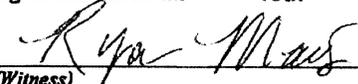
(Name, location or address, and Project number, if any)  
DIA Terminal, Concourses, U.S. Customs Building ARFF Facility Roof Replacements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

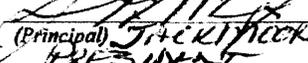
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein, when so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December 2019

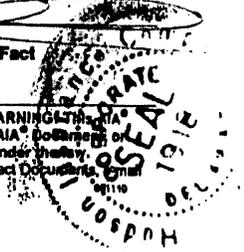
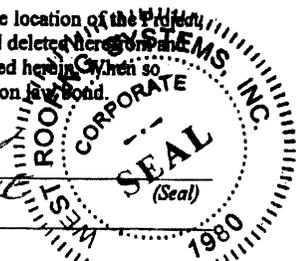
  
(Witness)

West Roofing Systems, Inc.

  
(Principal) J. K. Krick  
PRESIDENT  
(Title)

Hudson Insurance Company

  
(Surety) \_\_\_\_\_  
(Title) Thomas O. Chambers, Attorney-in-Fact



Init.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap of the state of Wisconsin

Todd Kramer of the state of Iowa

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 9th day of July, 2019 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

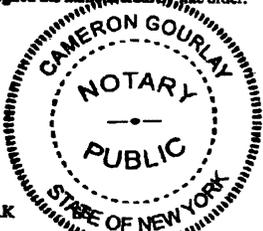
HUDSON INSURANCE COMPANY

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.

On the 9th day of July, 2019 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by the order.

(Notarial Seal)



Cameron Gourlay, Notary Public, State of New York, No. 01GO6372305, Qualified in New York County, Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK, COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In witness whereof the hand of the undersigned and the seal of said Corporation this 19th day of December, 2019.



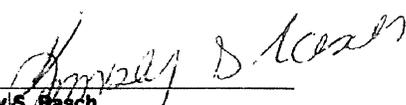
By: Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS 19th day of December, 2019,

before me, a notary public, within and for said County and State, personally appeared \_\_\_  
Thomas O. Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Hudson Insurance Company, a corporation  
of Delaware, created, organized and existing under and  
by virtue of the laws of the State of Delaware; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Thomas O. Chambers did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.

  
\_\_\_\_\_  
Kimberly S. Rasch  
Notary Public, Kenosha County, Wisconsin  
My Commission Expires 1/22/2022



CITY OF DAYTON, OHIO  
Department of Public Works

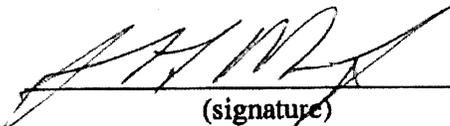
Responsible Contractor Bidding Requirements  
(Form 1 of 3)

In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances, I, Jack L .Moore hereby certify that \_\_\_\_\_  
(print name – an Officer of the company)

West Roofing Systems, Inc. meets the following Contractor requirements relating  
(company)

to this City of Dayton construction project (check all that apply):

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy
- Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By:   
(signature)

Title: President/CEO

Date: December 17, 2019

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 3)

A. Please provide a complete listing of the fringe benefits provided to employees, including but not limited to health insurance and retirement benefits.

MEDICAL \_\_\_\_\_  
DENTAL \_\_\_\_\_  
VISION \_\_\_\_\_  
LIFE \_\_\_\_\_  
RETIREMENT \_\_\_\_\_  
\_\_\_\_\_

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.

RK HYDROUAC, INC. \_\_\_\_\_  
TAU VIEW PALLADIUM, INC. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 3 of 3)

D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

PLEASE SEE ATTACHED

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

E. Provide a complete listing of any determinations of the bidder's violations of federal, state, or local laws, including a list of all citations, orders, or recommendations issued to or against the bidder within the previous 3 years.

N/A	_____
_____	_____
_____	_____
_____	_____
_____	_____

**CITY OF DAYTON  
CONTRACTOR NON-COLLUSION AFFIDAVIT  
TO BE NOTARIZED AND SUBMITTED WITH BID FORM**

STATE OF OHIO )  
COUNTY OF LORAIN ) SS:

JACK MOORE, being first duly sworn deposes and states that:

(1) He/she is PRESIDENT of  
(owner, partner, officer, representative, or agent)  
WEST ROOFING SYSTEMS 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.

Sworn to before me and subscribed in my presence

this 17 day of December, 2019.



**LIANE RIPLEY**  
Notary Public State of Ohio  
My Comm. Expires JAN. 24, 2021

Liane Ripley  
NOTARY PUBLIC

JACK MOORE  
SIGNED JACK MOORE  
PRESIDENT  
TITLE

**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 LORAIN, ss:

JACK MOORE being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of West Roofing Systems, 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.



LIANE RIPLEY  
Notary Public State of Ohio  
My Comm. Expires JAN. 24, 2021

By: [Signature]  
JACK MOORE  
Title: PRESIDENT

STATE OF OHIO,  
COUNTY OF LORAIN, ss:

Sworn to before me and subscribe in my presence by JACK MOORE, PRESIDENT  
this 17 day of December 2019.

[Signature]  
Notary Public



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

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

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

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

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

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

- a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.

- c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
- e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.
- f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.
- g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.
- h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.
- i) The contractor shall validate all tests and other selection requirements.
- j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.
- k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.
- l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.
- m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.

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

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

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

**CONTRACTOR'S CERTIFICATION**

**West Roofing Systems, Inc.** \_\_\_\_\_ (Contractor)

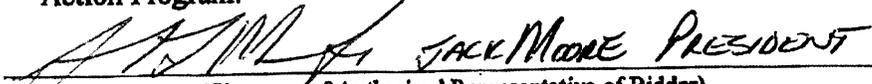
certifies that:

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

TALL VIEW PALLADIUM, INC. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:  JACK MOORE PRESIDENT  
(Signature of Authorized Representative of Bidder)

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





# PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

**Option 1.** The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

% SBE	% MBE	% WBE	% DLSB
-------	-------	-------	--------

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

**Option 2 (WAIVER REQUEST).** The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

SBE

MBE

WBE

DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.
4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.

(Signature of Bidder/Offeree's Authorized Agent)

JACK MOORE  
(Printed Name of Bidder/Offeree's Authorized Agent)

WBI ROOFING SYSTEMS, INC.  
(Name of Bidder/Proposer's Firm)

PRESIDENT  
(Title of Bidder/Offeree's Authorized Agent)

12/17/19  
(Date)



**PEP-CERTIFIED (SBE) / MBE / WBE / DLSB (CIRCLE ONE) PARTICIPATION FORM**

**Instructions for Bidders / Proposers:** Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

**SECTION 1: BIDDER / PROPOSER INFORMATION**

Name of Bidder / Proposer's Firm: WEST ROOFING SYSTEMS, INC.  
Address: 121 COMMERCE DR.  
City: LAGRANGE State: OH ZIP: 44050  
Telephone: 440-355-9929 Email: JACK@WESTROOFINGSYSTEMS.COM  
Primes Base Bid \$ 1,211,620.00  
Name of Project: DIA TERMINAL, CONCOURSES, CUSTOM BUS, HALL ROOF REPLACEMENT

**SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION**

Name of PEP-Certified Firm: Tall View Palladium, Inc.  
PEP-Certified Firm's Tax ID#: 31-1674989  
Scope of Work to Be Performed by Certified Firm: TRUCKING

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	\$ <u>2,260.00</u>	% <u>0.18%</u>	\$ <u>2,260.00</u>
Materials	\$ <u>0</u>	% <u>0</u>	\$ <u>0</u>
Labor	\$ <u>2,260.00</u>	% <u>0.18%</u>	\$ <u>2,260.00</u>

**SECTION 3: AFFIRMATIONS**

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

[Signature]  
(Signature of Bidder/Proposer's Authorized Agent)  
JACK MOORE  
(Printed Name of Bidder/Proposer's Authorized Agent)  
PRESIDENT 12/17/19  
(Title of Bidder/Proposer's Authorized Agent) (Date)

The above-named PEP-Certified Firm affirms, under penalty of perjury, that it has negotiated in good faith with the above-named Bidder / Proposer 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.

George D. Tuck, III / ec  
(Signature of PEP-Certified Firm's Authorized Agent)  
George D. Tuck, III  
(Printed Name of PEP-Certified Firm's Authorized Agent)  
President 12/12  
(Title of PEP-Certified Firm's Authorized Agent) (Date)

**IF THE BIDDER/OFFEROR 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.**

# Procurement Enhancement Program Small Business Enterprise Certification

## Tall View Palladium INC

has been determined eligible in the City of Dayton Procurement Enhancement Program by the Human Relations Council for the following work types

- 96239 Hauling Services
- 95525 Curbing, driveways, sidewalks
- 96832 Demolition
- 67098 Water Main Pipe, Fittings and Related Supplies
- 67090 Misc. water main pipe, fittings, valves, etc.

*in the following certification categories*

#12181 SBE Small Business Enterprise

*to provide*

Construction     Services     Supplies

7/1/2020

Expiration Date



Executive Director





**West Roofing Systems, Inc.**

City of Dayton  
Department of Public Works  
Fifth Floor 101 W. 3<sup>rd</sup> Street  
Dayton, OH 45402  
ATTN: Edward Bronson

**RE: SBE 5% Participation Goal – DIA Terminal, Concourses, U.S. Customs Building and ARRF Facility**

Mr. Bronson,

We at West Roofing Systems, Inc. were not able to meet the 5% SBE participation goal for this project, even with good faith efforts in place. The matter of this job makes it difficult for non-approved applicators of the Manufacturer's system to be installers of this product. We also used Tallview Palladium, Inc. as an SBE member but were unable to meet the goal with the services he would provide. With gravel being on the roof, no contractors on the SBE list are capable are making the necessary removal of the gravel without the use of high-powered vacuum system.

Please find attached following this letter the receipts sent and received from SBE members that were found on the Dayton HRC-SBE website page. As you will notice of the receipts sent, half were signed and returned, and we had only heard from one of the contractors who had sent a signed receivable back to us.

If there is anything that we can do to do to help or proceed with this process moving forward if we are chosen to perform the work of this project, we will work with you to make sure we do so accordingly.

Best,  
Jack L. Moore

West Roofing Systems, Inc. – President/CEO  
216-401-1367  
jackm@westroofingsystems.com

**OHIO**

121 Commerce Dr.  
LaGrange, OH 44050  
(440) 355-9929

**GEORGIA**

530 Bonifacious Rd.  
Tunnel Hill, GA 30755  
(706) 673-4149

**ALABAMA**

4700 Commercial Dr.  
Huntsville, AL 35816  
(256) 863-6704

westroofingsystems.com



West Roofing Systems, Inc.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: <b>PEW Demolition</b> <b>5754 Red-Lion Five Points Road</b> <b>Springboro, OH 45066</b>	B. Received by (Printed Name) <i>[Signature]</i>	C. Date of Delivery <b>7/29/16</b>
2. Article Number (Transfer from service label) <b>7007 0220 0002 6951 3826</b>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
 <b>9590 9402 5079 9092 6522 51</b>	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2015 PSN 7530-02-000-9053		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: <b>Allied Technical Services</b> <b>3460 Mustafa Drive</b> <b>Cincinnati, OH 45241</b>	B. Received by (Printed Name) <b>Charleen Keller</b>	C. Date of Delivery
2. Article Number (Transfer from service label) <b>7007 0220 0002 6951 3765</b>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
 <b>9590 9402 3516 7275 5917 02</b>	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2015 PSN 7530-02-000-9053		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: <b>A to Z Maintenance</b> <b>1382 Sussex Road</b> <b>Troy, OH 45373</b>	B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) <b>7007 0220 0002 6951 3741</b>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
 <b>9590 9402 3516 7275 5917 26</b>	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2015 PSN 7530-02-000-9053		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Grissom Construction, LLC  
 8333 N. Mulberry Grove - Rakestraw Rd  
 Covington, OH 45318



9590 9402 3516 7275 5916 96

2. Article Number (Transfer from service label)

7007 0220 0002 6951 3772

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Carol K. Dession*  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gardner Tobin, Inc.  
 227 E. Helena St.  
 Dayton, OH 45404



9590 9402 5079 9092 6522 68

2. Article Number (Transfer from service label)

7007 0220 0002 6951 3857

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *[Signature]*  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tall View Paladium, Inc.  
 2734 Armstrong Lane  
 Dayton, OH 45414



9590 9402 3516 7275 5916 72

2. Article Number (Transfer from service label)

7007 0220 0002 6951 3796

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Edith Howard*  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roby Services, LTD  
42 N. Torrence Street  
Dayton, OH 45403



9590 9402 3516 7275 5916 58

2. Article Number (Transfer from service label)

007 0220 0002 6951 3819

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X   Agent  
 Addressee

B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery

12-6-19

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below.  No

**3. Service Type**

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

928E T519 2000 0002 6951 383E

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

Postage	\$	1.00
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	

PS Form 3800, August 2005 See Reverse for Instructions

Sender: PEW Demolition  
 Street, Apt. or PO Box:  
 City, State, ZIP+4:

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

Postage	\$	0.50
Certified Fee	\$	3.50
Return Receipt Fee (Endorsement Required)	\$	2.80
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	6.80

PS Form 3800, August 2005 See Reverse for Instructions

Sender: Gardner Tobin, Inc.  
 Street, Apt. or PO Box:  
 City, State, ZIP+4:

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	

PS Form 3800, August 2005 See Reverse for Instructions

Sender: Allied Technical Services  
 Street, Apt. or PO Box:  
 City, State, ZIP+4:

7007 0220 0002 6951 383E

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	

PS Form 3800, August 2005 See Reverse for Instructions

Sender: King Crawford Trucking, LLC  
 Street, Apt. or PO Box:  
 City, State, ZIP+4:

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	

PS Form 3800, August 2005 See Reverse for Instructions

Sender: Roby Services, LTD  
 Street, Apt. or PO Box:  
 City, State, ZIP+4:

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

Postage	\$	
Certified Fee	\$	
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Total Postage & Fees	\$	

PS Form 3800, August 2005 See Reverse for Instructions

Sender: Mad River Construction, LLC  
 Street, Apt. or PO Box:  
 City, State, ZIP+4:

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U.S. Postal Service <sup>SM</sup>	
CERTIFIED MAIL <sup>SM</sup> RECEIPT	
(Domestic Mail Only - No Insurance Coverage Provided)	
For Greater Information Visit our Website at <a href="http://www.usps.com">www.usps.com</a>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsed Receipt Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent to <b>Grissom Construction, LLC</b> Street, Apt, Box or PO Box No. City, State, ZIP+4 <sup>®</sup>	
PS Form 3826, August 2006	
See Reverse for Instructions	

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# City Manager's Report

8.

From **2600 - Economic Development**

Date **August 5, 2020**

Expense Type **Development Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$150,000.00 thru 12-31-2021**

Name **CityWide Development Corporation**

Address **8 North Main Street  
Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
West Dayton Development	22502-2600-1223-41	\$150,000.00

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

**Description**

**Agreement**

The Department of Economic Development requests approval to enter into an Agreement with CityWide Development Corporation ("CityWide") in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) to provide financial support to economic and community development projects in West Dayton. Such projects shall further the Greater West Dayton Strategic Framework, the Greater West Dayton Corridor Plan or other strategic plans for the West Dayton geography and enhance the public realm. The types of projects eligible for financial support include, without limitation: community gardens, public art/murals, landscaping projects, façade improvements, public spaces, and streetscape enhancements (banners, lighting, trees).

CityWide's financial support of any such Economic and Community Development Projects shall be authorized by City in advance, and such authorization may be via email or in a signed writing from the City Manager.

The West Dayton Development Trust Fund Advisory Board has reviewed the proposed financial support services and recommends funding this Agreement.

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

A Certificate of Funds is attached.

**Signatures/Approval**

*Approved by City Commission*

Division \_\_\_\_\_

*Ford P. Weber*

Department \_\_\_\_\_

*Shelley Dikstein*

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

Clerk \_\_\_\_\_

Date \_\_\_\_\_

# CERTIFICATE OF FUNDS

CT20-2612

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

**NO DRAFT DOCUMENTS PERMITTED**

New Contract                     
  Renewal Contract                     
  Change Order

Contract Start Date	upon execution
Expiration Date	12/31/2021
Original Commission Approval	\$ 150,000.00
Initial Encumbrance	\$ 150,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

**Required Documentation**

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

Amount: <u>\$ 150,000.00</u> Fund Code <u>22502 - 2600 - 1223 - 41 - - -</u> <small style="display: flex; justify-content: space-around; font-size: small;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: small;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>
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**Attach additional pages for more FOAPALS**

Vendor Name: City Wide Development Corp

Vendor Address: 8 N. Main Street                      Dayton                      Ohio                      45402  

Street
City
State
Zipcode + 4

Federal ID: 31-0821189

Commodity Code: 95605

Purpose: Professional Services Agreement to to provide economic and community development services in West Dayton.

Contact Person: Jill Bramini                      Economic Development                      7/10/2020  

Department/Division
Date

Originating Department Director's Signature: *Fred P. Weber*

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

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

<u><i>[Signature]</i></u>	Date	
Finance Director Signature	<u>7/14/2020</u>	<u>CT20-2612</u>
<u><i>[Signature]</i></u>	Date	CF/CT Number
CF Prepared by		

*kb*                      7/14/2020                      *[Signature]*

July 31, 2020

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

LaShea Lofton, Director  
Finance Department

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

**SUBJECT:** Request for Approval –Agreement with CityWide Development Corporation

Attached for City Commission approval is an Agreement with CityWide Development Corporation (CityWide) in the amount of \$150,000.00. This Agreement is funded by the West Dayton Development Trust Fund. The West Dayton Development Trust Fund Advisory Board recommends funding this Agreement. CityWide will provide financial support for various construction, public art, and capital projects that enhance the public realm and further strategic economic and community plans in the West Dayton area (“Economic and Community Development Projects”). Eligible projects include, without limitation, the following: community gardens, public art/murals, landscaping projects, façade improvements, gateways, public spaces, and streetscape enhancements (banners, lighting, trees). Company’s financial support of any such Economic and Community Development Projects shall be authorized by City in advance, and such authorization may be via email or in a signed writing from the City Manager.

This Agreement is important because the services to be provided further the strategic revitalization of West Dayton.

If you have any questions, please contact me at extension 3621.

FPW

## **AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made and entered into between **Citywide Development Corporation**, a not-for-profit corporation organized and existing under the laws of the State of Ohio, currently located at 8 North Main Street, Dayton, Ohio 45402 (“Company”), and the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio, (“City”).

### WITNESSETH THAT:

**WHEREAS**, The purpose of the West Dayton Development Trust Fund (“WDDTF”) is to fund projects that primarily benefit and enhance the growth and development of the West Dayton area, which is defined as the Innerwest and Southwest Planning Districts; and,

**WHEREAS**, The Greater West Dayton Framework Strategy (“Framework Strategy”), adopted by the City Commission on February 25, 2015 emphasizes redevelopment to support, link, and leverage existing assets in order to become a more sustainable community; and,

**WHEREAS**, The Greater West Dayton Corridor Plan (“Corridor Plan”), adopted by the City Commission on July 26, 2017 provides a guide that integrates the City of Dayton’s asset and place-based economic and transportation strategies to impact and improve overall community confidence in the future of the City; and,

**WHEREAS**, The City desires that Company provide financial support for small neighborhood projects that enhance the built environment in furtherance of the Framework Strategy, Corridor Plan, and other strategies for revitalizing West Dayton; and,

**WHEREAS**, The City and Company agree that providing support for small neighborhood projects under the scope of this Agreement results in a more nimble and responsive process for facilitating neighborhood projects; and,

**WHEREAS**, Company is willing to perform such services and represents that it is fully qualified to perform such services; and,

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

### **ARTICLE 1. SERVICES TO BE PERFORMED BY THE COMPANY**

Company will use the funds provided by this Agreement to support various construction, public art, and capital projects that enhance the public realm and further strategic economic and community plans in the West Dayton area (“Economic and Community Development Projects”). Eligible projects include, without limitation, the following: community gardens, public art/murals, landscaping projects, façade improvements, gateways, public spaces, and streetscape enhancements (including banners, lighting, trees, etc.). Company’s financial support of any such Economic and Community Development Projects must be authorized by City in advance, and such authorization may be via email or in a signed writing from the City Manager.

Company shall document the matching funds and in-kind services for the projects undertaken pursuant to this Agreement and report the same to the Department of Economic Development on a quarterly basis. The parties contemplate that Economic and Community Development Projects should have a 1:1 match,

and that volunteer time shall generally be valued at Ten Dollars and Zero Cents (\$10.00) per hour with exceptions being allowed for skilled services. Company's in-kind skilled services may be valued at Seventy-Five Dollars and Zero Cents (\$75.00) to One Hundred Dollars and Zero Cents (\$100.00) per hour depending on the staff assigned.

## **ARTICLE 2. TERM AND TERMINATION**

This Agreement is effective upon execution by City and will expire December 31, 2021, unless extended or terminated by mutual agreement of the parties.

In the event of substantial failure by Company in performance of this Agreement, or for City's convenience, City may terminate this Agreement upon giving written notice to Company. If substantial failure is the basis for termination, then Company will have fifteen (15) calendar days from the date of termination notice to cure or to submit a plan for cure acceptable to City. If a plan for cure is not accepted, then this Agreement will terminate immediately. If termination is for City's convenience, Company shall terminate the services according to a schedule acceptable to City. In either event, City shall compensate Company for Economic and Community Development Projects it has previously approved pursuant to Article 3 below.

## **ARTICLE 3. COMPENSATION**

Total remuneration for supporting Economic and Community Development Projects pursuant to this Agreement shall not exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). City may request cost estimates in advance of any activities undertaken pursuant to this Agreement.

Company shall invoice City periodically for reimbursement of costs it has incurred to support the Economic and Community Development Projects. The invoice(s) shall state the invoice period, state the total amount requested, detail the cost of the Economic and Community Development Projects that have been financially supported, and contain such records, detailed summary reports, information, and/or documentation to substantiate the invoice amount and City's advance authorization thereof. Unless disputed, City shall disburse payment within forty-five (45) days from receipt of the invoice.

## **ARTICLE 4. LIABILITY AND IDEMNIFICATION**

Company shall indemnify, and hold harmless City, and its elected officials, employees and agents from and against all judgments, losses, damages, and expenses for bodily injury, death, and physical damage to real or tangible personal property, to the extent such judgments, losses, damages, or expenses are caused by Company's acts, errors, or omissions arising out of its performance herein.

The parties hereto specifically agree, notwithstanding any other provision in the Agreement to the contrary, that City will not, under any circumstances, be liable or responsible for any acts, errors, or omissions of Company, nor will City, under any circumstances as a result of meetings and consultations and decisions resulting therefrom, be liable or responsible for any damages or additional costs incurred by the failure of Company to perform its duties as set forth in the Agreement; nor will City, by participating in meetings and consultations with Company and the decisions resulting therefrom be, in any degree or to any extent, liable for technical decisions of any kind or nature, such responsibility remains that of Company.

Regardless of completion of services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article will survive.

## **ARTICLE 5. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Company acknowledges and agrees that it will be providing services to City as an “independent contractor.” As an independent contractor for City, Company shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection. Company shall have no authority 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.

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

## **ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.**

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

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

## **ARTICLE 7. POLITICAL CONTRIBUTIONS.**

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

## **ARTICLE 8. RECORDS AND RETENTION.**

Company shall use Generally Accepted Accounting Principles (“GAAP”) or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Company will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, “Records”). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Company shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Company shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Company and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three

(3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Company shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

#### **ARTICLE 9. TAX REPRESENTATION.**

Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

#### **ARTICLE 10. GENERAL PROVISIONS.**

- A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: Ford P. Weber, Director  
Department of Economic Development  
City of Dayton  
P.O. Box 22, 101 W. Third Street  
Dayton, OH 45401

For Company: Brian Heitkamp, President  
Citywide Development Corporation  
8 North Main Street  
Dayton, OH 45402

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

**[Remainder of this page intentionally left blank]**

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

**CITYWIDE DEVELOPMENT CORPORATION**

By: [Signature]

Its: PRESIDENT

By: [Signature]

Its: ASST SECY

**CITY OF DAYTON, OHIO**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_, 2020

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

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

**APPROVED AS TO FORM  
AND CORRECTNESS:**

7/30/2020

**X** Amelia N. Blankenship

City Attorney  
Signed by: Blankenship, Amelia

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

9.

31829-20

By:.....

No:.....

**AN ORDINANCE**

Authorizing the City Manager to Execute an Option Agreement,  
Authorizing the Conveyance of Real Property, and, Declaring an  
Emergency.

**WHEREAS**, The City owns approximately 170 acres of real property located at the Dayton Wright Brothers Airport (“Airport”) in Miami Township, Montgomery County, as depicted on the attached Exhibit A (“Property”); and

**WHEREAS**, NorthPoint Development, LLC, a development company with prior experience developing land at airports, desires an option to purchase the Property for the construction of a future commercial building; and

**WHEREAS**, To effectuate the City’s goals of encouraging redevelopment, and improving the economic welfare of City of Dayton residents, the City desires to grant an option on the Property to NorthPoint Development, LLC; and

**WHEREAS**, It is necessary that this Ordinance take effect immediately upon its passage to provide for immediate preservation of the public peace, property, health and safety of the City; 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 execute an Option Agreement in substantial form and substance to the attached Exhibit B.

**Section 2.** That the City Manager, or her designee, is authorized and directed to execute any documents necessary for the future conveyance of the Property to NorthPoint Development, LLC or its successors and assigns.

**Section 3.** That for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure 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:

7/29/2020

**X** Amelia N. Blankenship for  
\_\_\_\_\_

City Attorney

Signed by: Blankenship, Amelia

# OPTION AGREEMENT

## Wright Brothers Airport Property

THIS OPTION AGREEMENT ("**Agreement**") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Execution Date**"), by and between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, whose principal address is 101 W. Third Street, Dayton, Ohio, 45402, hereinafter referred to as "**Seller**", and NorthPoint Development, LLC, a Missouri limited liability company, whose principal address is 4825 NW 41<sup>st</sup> Street, Ste. 500, Riverside, Missouri 64150, hereinafter referred to as "**Purchaser**":

WITNESSETH:

WHEREAS, Seller is the fee simple owner of approximately 170 acres on the south side of Austin Boulevard, such real property being depicted on Exhibit A, attached hereto and incorporated herein (the "**Premises**").

WHEREAS, Purchaser desires to procure an option to purchase the Premises upon the terms and provisions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Option Fee**" shall mean the total sum of a down payment of Thirty Thousand Dollars (\$30,000.00), payable as set forth below, which Option Fee shall be applicable to the Purchase Price (as defined herein);

(b) "**Option Term**" shall mean that period of time commencing on the Execution Date and ending on the date occurring three (3) years thereafter; and

(c) "**Option Exercise Date**" shall mean a date, within the Option Term, upon which the Purchaser shall send one or more written notices to Seller exercising its Option to purchase.

2. GRANT OF OPTION. For and in consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and Option ("**Option**") to purchase the Premises upon the terms and conditions as set forth herein and pending release by the FAA. During the Option Term, absent the express, prior, written consent of Purchaser, which shall not be unreasonably withheld, conditioned, or delayed, Seller covenants that it shall not: (i) sell, grant, convey, lease, dispose of, or transfer, or agree or negotiate to sell, grant, convey, lease, dispose of, or transfer, all or any portion of, the Premises, or any interest therein, to any party other than Purchaser, (ii) grant or record any easement, license, or right-of-way in, to, or through the Premises, or any part thereof, (iii) create, record, nor allow to be created or recorded, any restriction or covenant of any kind, nature, character whatsoever with respect to the Premises, or any part thereof, or (iv) cause or allow any material modifications to the Premises, or any part thereof. Purchaser acknowledges the Premises is currently leased for agricultural purposes. Seller shall terminate the agricultural lease as Purchaser exercises its option to purchase the Premises or parts of the Premises.

3. PAYMENT OF OPTION FEE. Purchaser agrees to pay to Seller the Option Fee in three (3) annual installments of \$10,000.00, the first of which shall be due within three (3) business days following

the Execution Date, with each successive payment being due on successive annual anniversaries of the Execution Date; provided, that in the event that this Agreement is terminated for any reason, Purchaser shall not be obligated to pay any portions of the Option Fee that would have otherwise become due after such termination.

4. **DUE DILIGENCE PERIOD.** Purchaser shall have until 11:59 p.m. (Dayton, Ohio local time) on the date occurring twelve (12) months following the Execution Date (the “**Due Diligence Period**”) to conduct such due diligence activities and inspections, pursue such governmental approvals, and conduct such other activities and reviews with respect to the Premises and Purchaser’s intended use thereof as Purchaser shall deem appropriate. Seller shall cooperate with Purchaser in connection with such due diligence activities, so long as the same shall be at no cost to Seller. If Purchaser determines for any or no reason, in its sole and absolute discretion, that it does not desire to purchase any portion of the Premises, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the expiration of the Due Diligence Period. In the event that Purchaser so terminates this Agreement during the Due Diligence Period, any portion of the Option Fee previously paid by Purchaser shall be immediately returned to Purchaser.

5. **EXERCISE OF OPTION.** Purchaser may exercise its exclusive right to purchase the Premises, or a portion thereof, pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Purchaser does not exercise its exclusive right to purchase the Premises granted by the Option during the Option Term, Seller shall be entitled to retain the Option Fee (subject to any other specific provisions hereof).

6. **CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY.** In each event that the Purchaser exercises the Option as provided for in the preceding paragraph, Seller agrees to sell and Purchaser agrees to buy the Premises, or such portion thereof as elected by Purchaser in connection with such exercise, and both parties agree to execute a commercially reasonable contract for such purchase and sale of the Premises, or such portion thereof, in accordance with the following terms and conditions (the “**Contract**”):

(a) **Purchase Price.** The purchase price for the Premises (the “**Purchase Price**”), is defined as the fair market value which, based on previous appraisal values of the property, is expected to be in the range of Thirty-Nine Thousand to Forty-Five Thousand Dollars (\$39,000 to \$45,000) per acre of the Premises on the Option Exercise Date as determined by an appraisal. Subject to any customary prorations, and in connection with the exercise of the Option, Purchaser shall receive a credit toward such Purchase Price in the amount of the Option Fee.

(b) **Closing Date.** The “**Closing Date**” for any take down of the Premises shall be no later than sixty (60) days following the Option Exercise Date for such portion of the Premises.

(c) **Closing Costs.** Purchaser's and Seller's costs of closing shall be paid by each party pursuant to ordinary custom in the City of Dayton, Ohio.

(d) **Title Policy.** Purchaser shall have the right to obtain, at Closing, a title policy insuring the portion of the Premises purchased at such Closing, and the costs of said basic title policy shall be paid by Seller. The costs of any extended coverage, endorsements, and/or lender’s policy shall be paid by Purchaser.

(e) **Abatement.** Purchaser shall have the right to seek approval of a tax abatement in connection with the Premises pursuant to Ohio Revised Code Section 41 (ORC 41).

(f) Federal Requirements. This Agreement and any transfer of the Premises shall be subject to the following restrictions and reservations, which shall run with the land:

- i. The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein described. This public right of flight shall include the right to cause in said airspace any noise as may be inherent in the operation of any aircraft now known or hereafter used for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from the Airport.
- ii. The City of Dayton reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements, as amended, or any similar regulations which may hereinafter be enacted, regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.
- iii. Purchaser expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace.
- iv. Purchaser agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) for any structure or building planned on the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises; Purchaser shall file a notice consistent with the requirements of 14 CFR Part 77 (FAA Form 7460-1) prior to the commencement of construction of any facility, structure or other item on the Premises.
- v. Purchaser expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.
- vi. Purchaser expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer the use of the Premises in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.
- vii. The City of Dayton reserves the right to further develop or improve the landing area of the Airport as it sees fit, without interference or hindrance.
- viii. This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreements between the City of Dayton and the United States, relative to the development, operation, or maintenance of the Airport.

- ix. The aforesaid covenants and agreements shall run with the land, as hereinafter described, for the benefit of the City of Dayton and its successors and assigns in the ownership and operation of the Airport.
- x. The City of Dayton will, by agreement with the FAA, commit all proceeds from the sale of the Premises to the development, maintenance and operations of the City's airport system, in conformance with the FAA's revenue use policy.

7. TERMINATION. Purchaser may terminate this Agreement, and the Option set forth herein, at any time during the Option Term, upon written notice to Seller. In the event of any termination of this Agreement following the expiration of the Due Diligence Period, Seller shall be entitled to retain all portions of the Option Fee previously paid by Purchaser, and the parties shall have no further obligations each to the other.

8. MISCELLANEOUS.

(a) Defaults and Remedies Under this Agreement. In the event either party hereunder defaults on any of its obligations under this Agreement, the non-defaulting party shall have any and all rights in law or in equity available to it under the laws of the State of Ohio.

(b) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(c) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand, United States Mail with postage pre-paid, national overnight courier service, or electronic mail. All such notices and communications shall be addressed to the Seller at 3600 Terminal Drive, Vandalia, Ohio 45377, Attn: Director of Aviation, and to Purchaser at Attn: Tim McElroy, 4805 Montgomery Road, Suite 310, Cincinnati, Ohio 45212, or at such other address as either may specify to the other in writing.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(e) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and/or assigns, to the extent as if specified at length throughout this Agreement.

(f) Time. Time is of the essence of this Agreement.

(g) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(h) Cost of this Agreement. Any cost and/or fees incurred by the Purchaser or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

(i) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may

not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(j) Memorandum of Option. The parties hereto agree that either party shall have the right to record against the Premises, with the Recorder of Montgomery County, Ohio, a memorandum providing notice of the existence of this Agreement, which memorandum shall include at a minimum the names of the parties hereto, a description of the Premises, and the length of the Option Term. Each party agrees to cooperate with the other to the extent required to record such memorandum.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority:

**City of Dayton, Ohio**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM  
AND CORRECTNESS:**

7/29/2020

**X** Amelia N. Blankenship for

City Attorney  
Signed by: Blankenship, Amelia

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

\_\_\_\_\_, 2020

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

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

**NorthPoint Development, LLC**

\_\_\_\_\_  
Nathaniel Hagedorn, Manager

**Exhibit A**  
**Depiction of Premises**

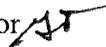


MEMORANDUM



July 28, 2020

**TO:** Shelley Dickstein  
City Manager

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

**SUBJECT: AN ORDINANCE - Authorizing the City Manager to Execute an Option Agreement, Authorizing the Conveyance of Real Property and Declaring an Emergency**

The Department of Aviation requests the attached Ordinance be placed on the August 5, 2020 City Commission calendar for approval.

NorthPoint Development, LLC has constructed several commercial buildings at the Dayton International Airport. The company now desires to purchase a 170-acre parcel located at Dayton Wright Brothers Airport for future commercial development. The land is located in Miami Township and within the Dayton-Miami Township Joint Economic Development District, and is depicted on the attached map as area "3". Any future sale of the property will be for the fair market value of the property as determined by an appraisal. The Ordinance will authorize execution of an Option Agreement and the future sale of the property.

NorthPoint Development, LLC and the City of Dayton are currently working together to attract Project Flyer to the site. Project Flyer is the name for a potential high-tech manufacturing project that would bring 400 jobs to Dayton Wright Brothers Airport. Approval of this Ordinance and the Option Agreement will provide NorthPoint Development, LLC with control of the site and the ability to invest funds in geotechnical and other tests to attract this prospective development.

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

cc: Mr. Parlette  
Ms. Lofton

By.....

No.....

**AN ORDINANCE**

Authorizing the City Manager to Execute an Option Agreement,  
Authorizing the Conveyance of Real Property and Declaring an  
Emergency.

**WHEREAS**, The City owns approximately 170 acres of real property located at the Dayton Wright Brothers Airport ("Airport") in Miami Township, Montgomery County, as depicted on the attached Exhibit A ("Property"); and

**WHEREAS**, NorthPoint Development, LLC, a development company with prior experience developing land at airports, desires an option to purchase the Property for the construction of a future commercial building; and

**WHEREAS**, To effectuate the City's goals of encouraging redevelopment, and improving the economic welfare of City of Dayton residents, the City desires to grant an option on the Property to NorthPoint Development, LLC; and

**WHEREAS**, It is necessary that this Ordinance take effect immediately upon its passage to provide for immediate preservation of the public peace, property, health and safety of the City; 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 execute an Option Agreement in substantial form and substance to the attached Exhibit B.

**Section 2.** That the City Manager, or her designee, is authorized and directed to execute any documents necessary for the future conveyance of the Property to NorthPoint Development, LLC or its successors and assigns.

**Section 3.** That for the reasons stated in the preamble hereof, this ordinance is declared to be an emergency measure 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

Dayton Wright Brothers Airport



Dayton Wright Brothers Airport



## Rohm, Esther

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**From:** Suzanne Beck <SBeck@flydayton.com>  
**Sent:** Wednesday, July 29, 2020 2:01 PM  
**To:** Rohm, Esther  
**Subject:** Memo for Dayton Wright Brothers Option Ordinance  
**Attachments:** DWBA option memo.pdf

Esther,

Hopefully you have the ordinance for the DWBA option agreement for tomorrow's staff - the signed memo from Gil is attached. If you have no idea what I am talking about please let me know and i will track them down.

Thanks,  
Suzanne

1<sup>st</sup> Reading 10.  
6522-20

By .....

No. ....

**A RESOLUTION**

Concurring with the Adoption of the  
Pineview Neighborhood Plan 2020.

**WHEREAS**, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the City of Dayton Zoning Code on December 28, 2005, the Greater West Dayton Framework for Strategic Investment on February 25, 2015, the Greater West Dayton Corridor Plan on July 26, 2017, the Renew Miami Chapel Plan on August 22, 2018, and numerous other plans for the greater west Dayton geography; and

**WHEREAS**, The Pineview Neighborhood Plan 2020 ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents; and,

**WHEREAS**, The City Plan Board, on July 14, 2020 in Case PLN2020-00207, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Pineview Neighborhood Plan 2020 and in partnership with various organizations, government bodies, residents, and the Pineview Neighborhood Association will use the Plan to guide investments in the Pineview neighborhood.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

Adopted by the Commission ....., 2020

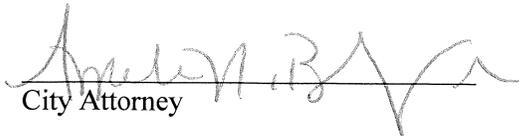
Signed by the Mayor ....., 2020

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

Attest:

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

Approved as to form:

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

MEMORANDUM



July 23, 2020

**TO:** Rashella Lavender, Clerk of Commission

**FROM:** Ann Schenking, Secretary  
City Plan Board 

**SUBJECT: Adoption of Pineview Neighborhood Plan 2020 on August 5, 2020 City Commission Calendar (Plan Board Case PLN2020-00207)**

I am requesting that a resolution be placed on the August 5, 2020 City Commission calendar to adopt the Pineview Neighborhood Plan 2020. A second reading and vote on the resolution will be required at the August 12, 2020 City Commission meeting.

On July 14, 2020 the Plan Board adopted the plan by a 4-0 vote because it is consistent with our comprehensive plan (CitiPlan 20/20), reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area. The Plan Board recommends that the City Commission also adopt the plan.

No City Commission public hearing is required on the plan so a public hearing will not be held. However, Caitlin Jacob of CityWide Development Corporation is prepared to make a brief presentation on the plan at the August 5 meeting if desired by the City Manager or the City Commission. If a presentation is desired, please let Tony Kroeger know so arrangements can be made.

The Pineview neighborhood was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods due to racially discriminatory housing practices. Today, Pineview retains a strong emphasis on homeownership. The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016.

This partnership led to successful clean-up and restoration of Lakeside Lake which borders the Pineview neighborhood. In 2019, resident leadership sat down with CityWide for intensive visioning sessions. The sessions resulted in a vision statement for Pineview and this plan. The vision statement contained in the plan is to "Create a thriving, beautiful and friendly community that promotes safety, preserves history, and values family for residents today and in the future." Neighborhood priorities were identified, long-term strategies developed to strengthen and grow the neighborhood, and opportunities for additional placemaking were prioritized. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.

Attached for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, a copy of the plan, and the resolution. A copy of the plan will also be emailed to the Clerk of Commission for ease of distribution.

If you have any questions, please contact me at ext. 3699 or Tony Kroeger at ext. 3673.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Walker, Mr. Kinskey, Mr. Kroeger, Case File



# City of Dayton

## City Plan Board

### Summary Minute Record July 14, 2020

#### 7. PLN2020-00207 – Plan Review and Approval – Pineview Neighborhood Plan 2020

Applicant: Ms. Caitlin Jacob  
CityWide Development Corporation  
8 North Main Street  
Dayton, OH 45402

Priority Land Use Board: North Central Planning District: Various  
Decision: Adopted; To City Commission for Adoption

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Mr. Bradley recused himself for this case; he is married to the applicant.

#### Staff Comments

Ann Schenking introduced the Pineview Neighborhood Plan 2020. The plan was reviewed by the Plan Board in a work session on June 9, 2020. Staff recommends Plan Board adoption of the plan. The West Priority Land Use Board met on July 9, 2020 and supports adoption of the plan by the Plan Board and City Commission.

#### Public Comments

Caitlin Jacob, CityWide Development Corporation, gave a brief presentation on the plan and changes made to the plan as a result of the June 9 work session. Other than those changes, the plan remains as presented in the work session.

Pineview is a small residential neighborhood in West Dayton, located just off US-35, which was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods due to racially discriminatory housing practices.

Today, Pineview is still a primarily residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. It is also surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, which is the largest employer in West Dayton.

The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016 through a HUD Choice Neighborhood Planning Grant that focused on the revitalization of five neighborhoods in southwest Dayton.

This partnership led to successful clean-up and restoration of Lakeside Lake which borders the Pineview neighborhood and is directly across the street from the Dayton VA Medical Center. The spring-fed, 10-acre lake was once part of Lakeside Amusement Park, which opened in 1890 and was an attraction for visitors to the Dayton Soldiers Home (now VA Medical Center). The amusement park was annexed to the City of Dayton in 1930 and closed in 1967. Many Dayton residents have fond memories of visits to the lake, which offered fishing, boating, and a beautiful vista before it was overtaken by honeysuckle and other invasive plants that made it a less attractive destination.

In 2016, after six months of community organizing and relationship-building work with CityWide, residents made it clear that the restoration of the lake was a top priority that would need to be a central component of any community development effort in the neighborhood. They began to organize regular clean-up events at the lake, picking up trash and clearing out brush. Their efforts attracted the attention of a

range of partners, including the Dayton Regional Labor Council, and the Ohio AFL-CIO, which selected the lake restoration as their annual Union Sportsmen's Alliance project. The result was a restored vista to the lake, the installation of a new fishing pier, iron benches, flower beds, signage, and parking lot and a renewed sense of engagement in the neighborhood. As Lakeside Lake has once again become an attractive recreation destination, it has led to additional investment and interest in the neighborhood and become the foundation for a new, energetic community vision.

In the fall of 2019, resident leadership sat down with CityWide for intensive visioning sessions held on September 10, 2019, October 8, 2019, and November 12, 2019. The sessions resulted in a vision statement for Pineview and this plan. The vision statement contained in the plan is to “Create a thriving, beautiful and friendly community that promotes safety, preserves history, and values family for residents today and in the future.” Neighborhood priorities were identified, long-term strategies developed to strengthen and grow the neighborhood, and opportunities for additional placemaking were prioritized. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.

The Pineview Neighborhood Plan is consistent with CitiPlan 20/20, and reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area such as the Greater West Dayton Corridor Strategy (2015), the Greater West Dayton Corridor Plan (2017), and the Renew Miami Chapel Plan (2018).

**Public Comments**

None.

**Board Discussion**

None.

**Board Action**

A motion was made by Ms. Pegues, seconded by Mr. Payne and carried to adopt the plan and find that it is consistent with the City’s comprehensive plan, CitiPlan 20/20, reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area. The Plan will go to City Commission for adoption.

Mr. Richard Wright	Present; did not vote	Mr. Paul Bradley	Recused self; left meeting
Ms. Geraldine Pegues	Yes	Mr. Matt Sauer	Yes
Mr. Jeff Payne	Yes	Mr. Greg Scott	Yes

Minutes approved by the City Plan Board on August 11, 2020.

Tony Kroeger, Secretary  
City Plan Board

July 14, 2020

**CITY PLAN BOARD REPORT**

**Case: PLN2020-00207**

**SUBJECT:** Plan Review and Approval -- Adoption of Pineview Neighborhood Plan 2020

**APPLICANT:** Caitlin Jacob, Planner & Community Organizer  
CityWide Development Corporation  
8 North Main Street  
Dayton, OH 45402

**PRIORITY LAND USE BOARD:** West

**NEIGHBORHOOD PLANNING DISTRICT:** Pineview

**REQUEST:**

This is a request to adopt the Pineview Neighborhood Plan 2020. The plan was reviewed by the Plan Board in a work session on June 9, 2020. Staff recommends Plan Board adoption of the plan. The West Priority Land Use Board met on July 9, 2020 and supports adoption of the plan by the Plan Board and City Commission.

Changes made to the plan as a result of the June 9 work session are attached to this staff report. Other than those changes, the plan remains as presented in the work session and therefore has not been reprinted and included in the meeting packet.

**DESCRIPTION:**

Pineview is a small residential neighborhood in West Dayton, located just off US-35, which was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods due to racially discriminatory housing practices.

Today, Pineview is still a primarily residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. It is also surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, which is the largest employer in West Dayton.

The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016 through a HUD Choice Neighborhood Planning Grant that focused on the revitalization of five neighborhoods in southwest Dayton.

This partnership led to successful clean-up and restoration of Lakeside Lake which borders the Pineview neighborhood and is directly across the street from the Dayton VA Medical Center. The spring-fed, 10-acre lake was once part of Lakeside Amusement Park, which opened in 1890 and was an attraction for visitors to the Dayton Soldiers Home (now VA Medical Center). The

amusement park was annexed to the City of Dayton in 1930 and closed in 1967. Many Dayton residents have fond memories of visits to the lake, which offered fishing, boating, and a beautiful vista before it was overtaken by honeysuckle and other invasive plants that made it a less attractive destination.

In 2016, after six months of community organizing and relationship-building work with CityWide, residents made it clear that the restoration of the lake was a top priority that would need to be a central component of any community development effort in the neighborhood. They began to organize regular clean-up events at the lake, picking up trash and clearing out brush. Their efforts attracted the attention of a range of partners, including the Dayton Regional Labor Council, and the Ohio AFL-CIO, which selected the lake restoration as their annual Union Sportsmen's Alliance project. The result was a restored vista to the lake, the installation of a new fishing pier, iron benches, flower beds, signage, and parking lot and a renewed sense of engagement in the neighborhood. As Lakeside Lake has once again become an attractive recreation destination, it has led to additional investment and interest in the neighborhood and become the foundation for a new, energetic community vision.

In the fall of 2019, resident leadership sat down with CityWide for intensive visioning sessions held on September 10, 2019, October 8, 2019, and November 12, 2019. The sessions resulted in a vision statement for Pineview and this plan. The vision statement contained in the plan is to “Create a thriving, beautiful and friendly community that promotes safety, preserves history, and values family for residents today and in the future.” Neighborhood priorities were identified, long-term strategies developed to strengthen and grow the neighborhood, and opportunities for additional placemaking were prioritized. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.

#### **BOARD AUTHORITY:**

Ohio Revised Code 713.02 - Planning Commissions may make plans, maps, etc. of any portions of municipal corporations when it is related to the planning of the municipal corporation, and make such changes in such plans and maps when it deems it appropriate. The Plan Board is charged with the execution of policy and frameworks required for the orderly development and implementation of the city’s comprehensive plan, CitiPlan Dayton, the 20/20 Vision, adopted May 5, 1999.

#### **APPLICABLE PLANS AND POLICIES:**

The Pineview Neighborhood Plan is consistent with CitiPlan 20/20 such as the component of CitiPlan’s Vision where “Dayton is the core of historic and well-established neighborhoods” and goals to be “the best at the 4Rs – redevelopment; reuse; revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base,” and where “a diverse group of people and families live in safe, supportive neighborhoods; care for and respect one another; and succeed in school, the workplace, and life.

The Pineview Neighborhood Plan also reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area such as the Greater West Dayton Corridor Strategy (2015), the Greater West Dayton Corridor Plan (2017), and the Renew Miami Chapel Plan (2018).

**DETERMINATIONS & FINDINGS:**

As noted in “Applicable Plans and Policies,” the Pineview Neighborhood Plan is consistent with CitiPlan 20/20, and reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area such as the Greater West Dayton Corridor Strategy (2015), the Greater West Dayton Corridor Plan (2017), and the Renew Miami Chapel Plan (2018).

**ALTERNATIVES:**

The Plan Board may choose to:

1. Adopt the plan and find that it is consistent with the City’s comprehensive plan, CitiPlan 20/20, reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area.
2. Adopt the plan with modifications and/or conditions and find that the modified plan is consistent with the City’s comprehensive plan, CitiPlan 20/20, reflects and supports the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area.
3. Not adopt the plan because it is not consistent with the City’s comprehensive plan, CitiPlan 20/20, nor does it reflect or support the Zoning Code and Map for Dayton and recently adopted plans for the greater Pineview area.

**FUTURE ACTIONS:**

Adoption by the City Commission

**STAFF REPORT PREPARED BY:**

Ann Schenking



## WEST PRIORITY LAND USE BOARD

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July 13, 2020

TO: Ann Schenking, Secretary to the Plan Board  
Division of Planning

**RE: PLN00207-2020 – Pineview Neighborhood Plan**

The West Priority Land Use Board held a meeting, Thursday, July 9, 2020 to review and discuss the case mentioned above. It is the recommendation of the WPLUB that the Plan Board **approve** the application as submitted.

Sincerely,

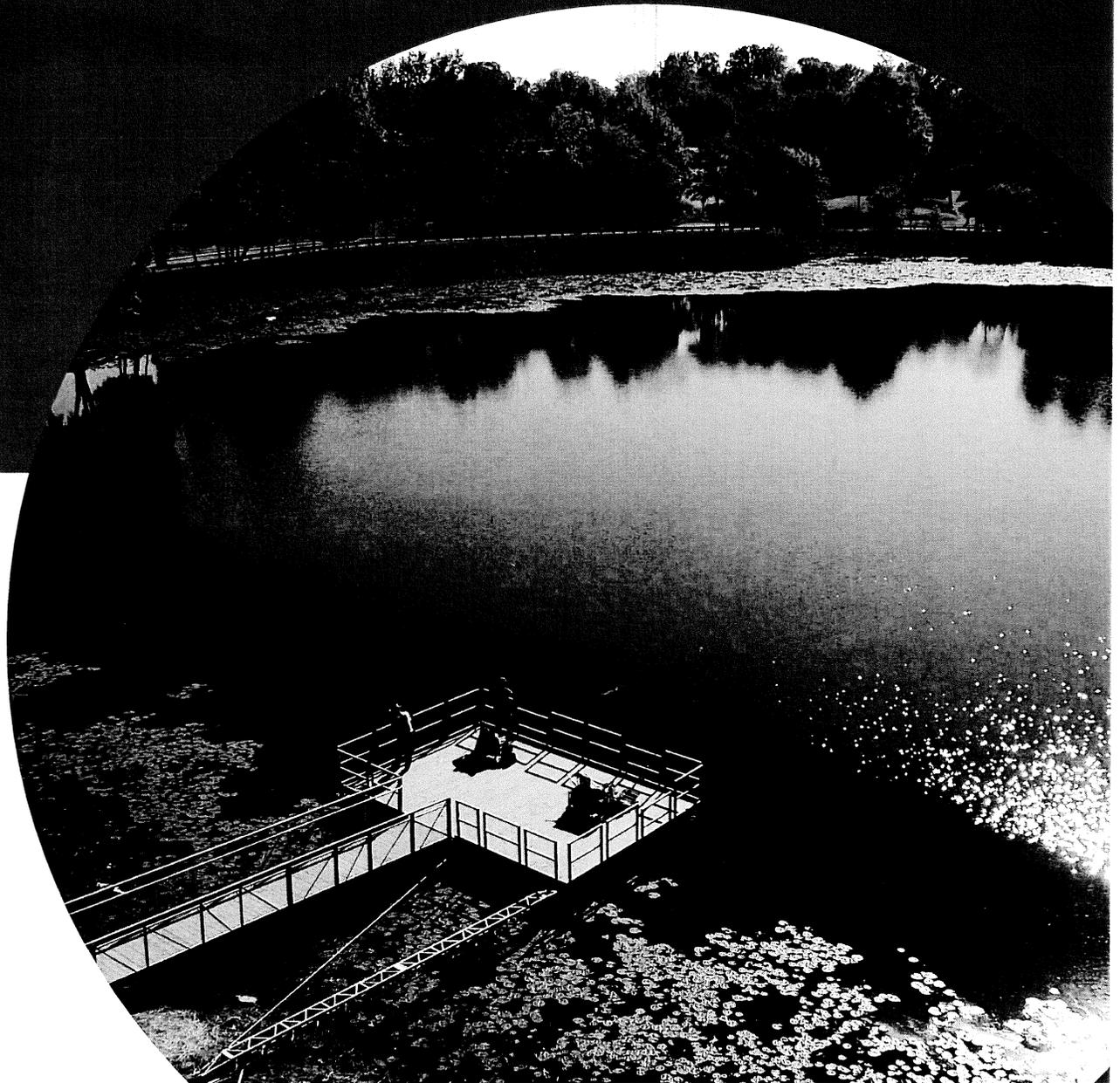
Joseph Shaw, Chairperson  
West Priority Land Use Board

C: K. Marcellus, Planning Division  
File

# PINEVIEW



NEIGHBORHOOD PLAN  
2020



# VISION STATEMENT

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**Create a thriving, beautiful, and  
friendly community  
that promotes safety, preserves  
history, and values family for  
residents today  
and in the future.**



# EXECUTIVE SUMMARY

Pineview is a small residential neighborhood in West Dayton, located just off US-35, that was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods. Today, Pineview is still a primarily residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. It is also surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, which is the largest employer in West Dayton.

The residents of Pineview have been partnering with CityWide Development on neighborhood projects and planning since 2016. In the Fall of 2019, resident leadership sat down with CityWide to outline a series of more intensive visioning sessions that resulted in this plan. The process focused on identifying neighborhood priorities, developing long-term strategies to strengthen and grow the neighborhood, and prioritizing opportunities for additional placemaking. Goals identified by residents focused around the following:

- Strengthening boundaries through placemaking and beautification;
- Supporting and growing home ownership and stable, long-term residency in the neighborhood;
- Building resident capacity; and
- Supporting recreational assets.



# DEDICATION



This plan is dedicated to longtime Pineview resident, Nevora Tubbs Parker, a tireless advocate for her community and city. Through many selfless acts of kindness, Mrs. Parker engaged others in her efforts to improve the Pineview Neighborhood. Never was this truer than when an ambitious effort to restore Lakeside Lake to its former glory was launched

in 2017. Unfazed by the magnitude of the task, Mrs. Parker was the driving force behind the lake project, successfully engaging and cajoling others to join Pineview residents in achieving their dream. It is impossible to put into words the privilege it was to work alongside this vibrant, dynamic woman. We are forever grateful for her steadfast hand, resilient spirit, and demonstration of community leadership. May we collectively live up to her example.



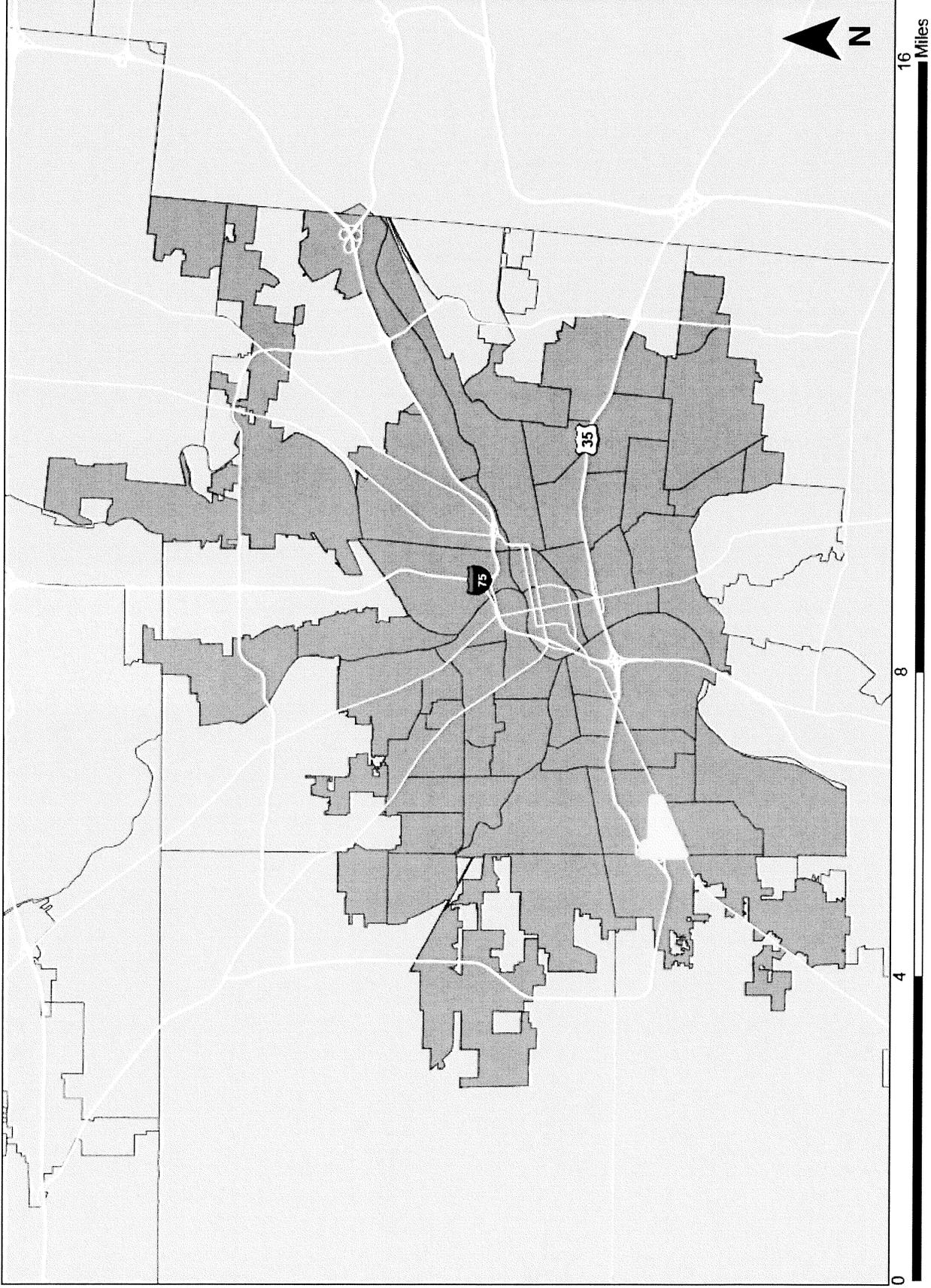
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# CITY OF DAYTON

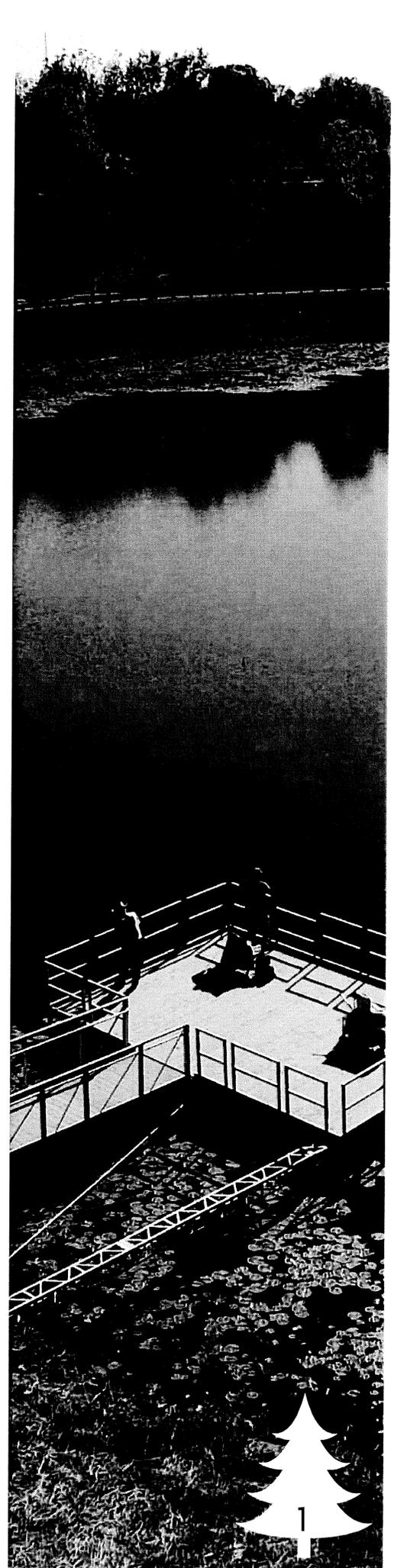




# CHAPTER 1: AREA CONTEXT & BACKGROUND

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- Introduction
- Demographics
- Housing
- Community Assets
- Land Use and Zoning
- Connectivity



# INTRODUCTION

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## **LOCATION**

Pineview is a small residential neighborhood in West Dayton, adjacent to US-35. It is bordered by major corridors: Gettysburg Ave. to the west, Germantown St. to the south, and Lakeview Ave., a residential boulevard, to the north.

## **HISTORY**

The Pineview neighborhood was developed during the 1950s by a group of African-American families who were unable to purchase housing in other middle-income neighborhoods. These families worked with a developer named Les Pine, who began working on the development of the neighborhood in 1951. Unable to find a lender in Dayton, Pine eventually secured financing for the project from Prudential Insurance Company in Cincinnati and was able to build 400 homes in the neighborhood. When the neighborhood was originally developed, it stretched from Gettysburg Ave. to Mount Clair Ave. The City of Dayton later extended the eastern boundary to Dearborn Ave.

## **PINEVIEW TODAY**

Pineview is still primarily a residential neighborhood with a strong emphasis on homeownership. Many of the more than 400 single-family homes within the neighborhood are located on the highest ground in West Dayton with beautiful views of downtown. The neighborhood has strong boundaries and is surrounded by large institutional campuses that draw visitors, clients, and employees from around the region; these include the Dayton Job Corps and the Dayton VA Medical Center, the largest employer in West Dayton.

From the beginning, Pineview has had engaged residential leadership. In recent years, Pineview has also been a part of Dayton's Choice Neighborhood Initiative, Renew Miami Chapel, which has helped reinvigorate momentum in the neighborhood through projects like the restoration of Lakeside Lake.

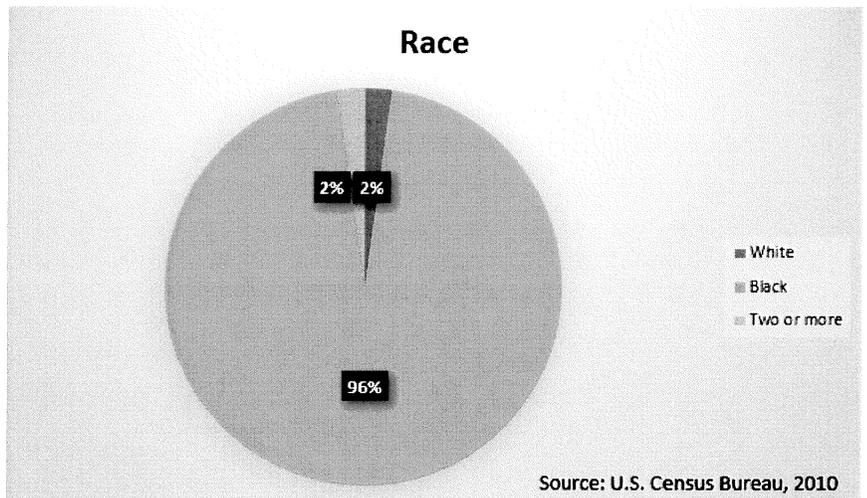
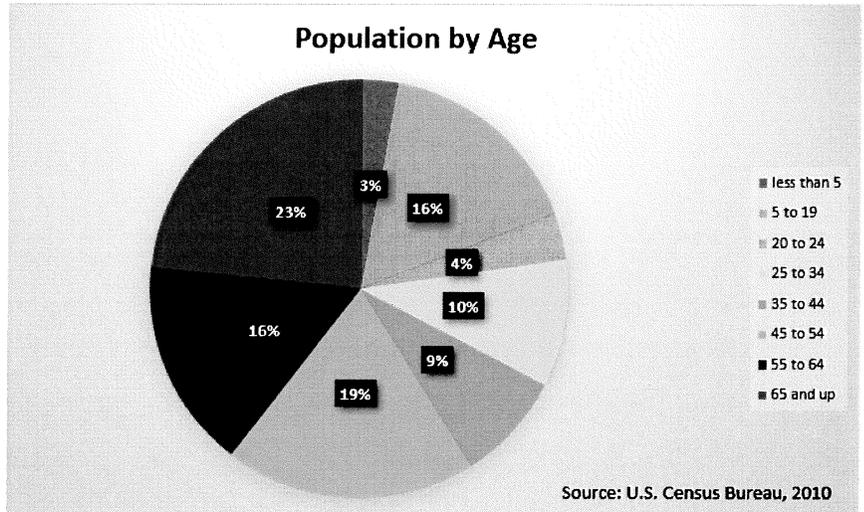


# DEMOGRAPHICS

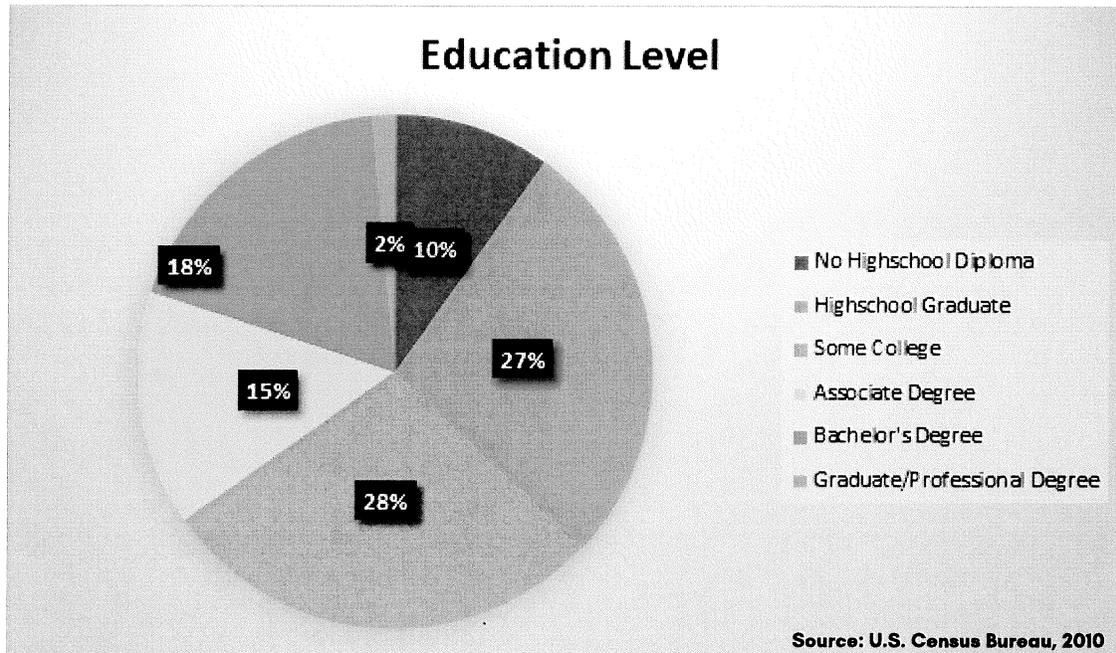
Pineview Neighborhood is located within Census Tract 42. It has a population of 582, with a median age of 52.5. The vast majority of residents are African American (96%), and there are slightly more females than males within the neighborhood. The median income is \$29,375. Approximately 90% of residents have received a high school diploma or higher; 35% of residents have received an associate's Degree, a bachelor's Degree and/or a graduate degree. There are 281 households in Pineview; 65% of those households are owner occupied.

**POPULATION: 582**  
45% Male: 261  
55% Female: 321

**MEDIAN AGE: 52.5**



# DEMOGRAPHICS



**MEDIAN INCOME:**  
\$29,375

**PER CAPITA INCOME:**  
\$23,439

**MEDIAN NET WORTH:**  
\$45,995

<b>Households</b>	<b>281</b>
<b>Families</b>	<b>154</b>
<b>Average Household Size</b>	<b>2.06</b>
<b>Owner Occupied Housing Units</b>	<b>182</b> <b>65%</b>
<b>Renter Occupied Housing Units</b>	<b>99</b> <b>35%</b>



# HOUSING

## CURRENT HOUSING

Pineview today is primarily characterized by post-WWII, suburban-style housing, except for some older, historic homes around Lakeside Lake and along Mount Clair Ave. that were built in the early 1900s. According to the 2010 Census, approximately 54% of the homes in Pineview are owner occupied.

## HOUSING CONDITIONS

Housing condition data on the Pineview Neighborhood was collected by CityWide Development in 2018. Each home was rated using the City of Dayton's Housing Assessment Scale (see right). Of the 268 houses that were rated in the Pineview neighborhood, 84% of them were rated either a 1 or 2, meaning that 84% of the houses are in sound condition with only a few needed repairs. Only 12 homes of the 268 (about 4%) were rated a 4 or 5, while 12% of the homes received a rating of 3. Based on this data, the majority of the homes in Pineview are in good condition.

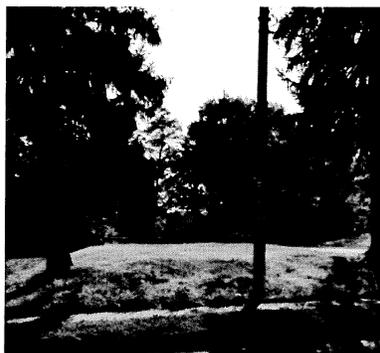
Rating	Description
1-SOUND	The Structure, Yard walks and steps are well maintained, and no exterior code violations are apparent.
2-MINOR REPAIR	Minor Maintenance task(s) need to be performed; spot painting of exterior siding, trim, doors, gutters, and/ or downspouts; the replacement of rusted gutter and downspouts; minor repair to steps, yard walks, driveways and/or fences.
3-MAJOR REPAIR	More extensive repairs need to be made, such as painting the complete building, re-roofing, installing all new gutters and/or downspouts, new porch posts or flooring, and all new yard walks or steps.
4-REHABILITATION	The repairs are more costly than the Major Repair category, but reinvestment may still make sense. Replacing such items as window, doors, roof sheathing, or porch and the rebuilding of sections of the foundation and chimney may be necessary.
5-DILAPIDATED	Rehabilitation of these structures is generally more expensive due to interior deterioration; extensive repairs like those cited in condition 4 structures are usually required.



# HOUSING

## THRIVING NEIGHBORHOOD INITIATIVE

Pineview is the pilot site for the Montgomery County Land Bank's (MCLB) Thriving Neighborhood Initiative, a program focused on strengthening and stabilizing 10 low-income to moderate-income tipping point neighborhoods. The initiative strives to restore property values, encourage improvements, increase market confidence, and reinvigorate neighborhood pride through blight removal and home rehabilitation. So far, MCLB has demolished 10 blighted houses and has plans to demolish 2 more in Pineview. The first Thriving Neighborhood rehab project took place at 3585 Roejack and was successful: the renovated home was sold to an owner occupant for 50% more than the median sales value of the neighborhood. This sale is the first step in building up the housing market in Pineview. Spurred by this success, MCLB will continue to invest in Pineview through housing renovations and blight removal. Residents are currently discussing creative ways to transform the vacant lots that result from blight removal through placemaking and beautification.



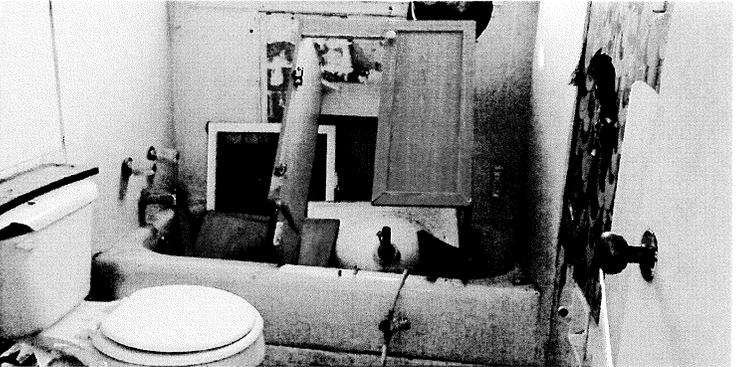
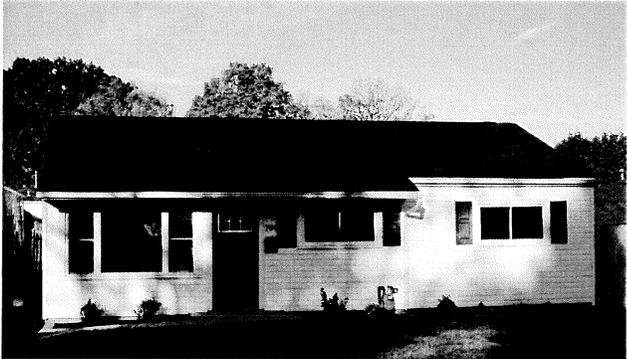
MCLB Thriving Neighborhood demolition sites - before and after.

Top: 674 S. Gettysburg Ave.

Bottom: 700 S. Gettysburg Ave.



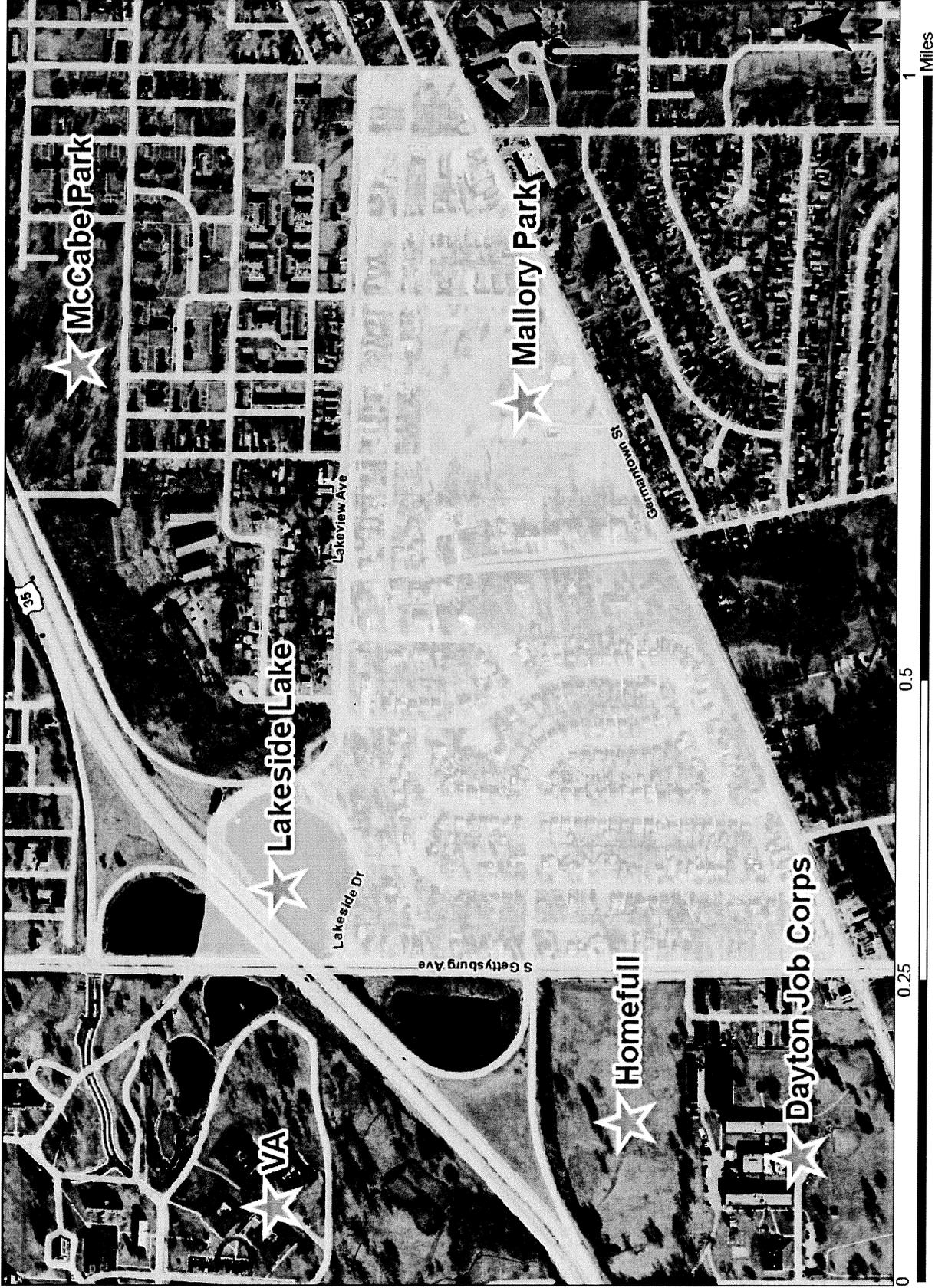
# HOUSING



Thriving Neighborhood Renovation: 709 Enroe Dr. before and after the renovation.



# PINEVIEW NEIGHBORHOOD ASSETS



# COMMUNITY ASSETS

## LAKESIDE LAKE

Lakeside Lake borders the Pineview neighborhood and is directly across the street from the Dayton VA Medical Center. The spring-fed, 10-acre lake was once part of Lakeside Amusement Park, which opened in 1890 and was an attraction for visitors to the Dayton Soldiers Home (today VA Medical Center). The amusement park was annexed to the City of Dayton in 1930 and closed in 1967. Many Dayton residents have fond memories of visits to the lake, which offered fishing, boating, and a beautiful vista before it was overtaken by honeysuckle and other invasive plants that made it a less attractive destination.

In 2016, after six months of community organizing and relationship-building work with CityWide Development, residents made it clear that the restoration of the lake was a top priority that would need to be a central component of any community development effort in the neighborhood. They began to organize regular clean-up events at the lake, picking up trash and clearing out brush. Their efforts attracted the attention of a range of partners, including the Dayton Regional Labor Council, and the Ohio AFL-CIO, who selected the lake restoration as their annual Union Sportsmen's Alliance project; a massive restoration project was launched. The result was a restored vista to the lake, the installation of a new fishing pier, iron benches, flower beds, signage, and parking lot and a renewed sense of engagement in the neighborhood. As Lakeside Lake has once again become an attractive recreation destination, it has led to additional investment and interest in the neighborhood and become the foundation for a new, energetic community vision.



Picture of Lakeside Lake today, including the fishing dock.



Picture of Lakeside Amusement Park in the late 1800s.



# COMMUNITY ASSETS

## **MALLORY PARK**

Mallory Park is a large city park located in Pineview. In 2017, the City of Dayton invested \$240,000 in upgrades to the park, including new equipment at the existing spray park, which has increased usage of the park. There are still some access issues that make the park feel somewhat disconnected from the neighborhood.



Pictures of the updated Mallory Park with a spray park.

## **DAYTON VA MEDICAL CENTER**

The Dayton VA Medical Center was founded in 1867 and provides health care for Dayton veterans. The VA is located at 4100 W. Third St. and sits on a 334-acre tract of land that includes the National Cemetery. The VA's health care services include medical, surgical, mental health, home and community programs, geriatric, physical medicine and therapy services, neurology, oncology, dentistry, and hospice. The VA has both a Community Living Center and Residential Care.



Pictures of the Dayton VA today (left) and when it was first opened (right).

# COMMUNITY ASSETS

## DAYTON JOB CORPS

The Dayton Job Corps was founded in 1964 and is located at 3849 Germantown St. The Job Corps is a national no-cost education program, through the US Department of Labor, that provides career technical and academic training for young people from the ages of 16-24 to improve quality of life. The Dayton Job Corps' mission is to train young people to be independent and employable so they can secure a steady career or further their education. A strong partner to the Pineview neighborhood, the Job Corps has also sent groups of young people to participate in lake clean-ups and they provide meeting space to the neighborhood association each month.



The Dayton Job Corps building.

## HOMEFULL

Homefull runs a Family Living Center off of Gettysburg Ave. that provides permanent housing and social services for families who were homeless. They also run multiple urban agriculture sites, where they offer training in farming and life skills to their clients. Homefull also recently purchased a 16.1 acre site at 807 S. Gettysburg Ave., where they hope to expand their campus in the future. Currently, Homefull provides services to more than 600 people daily.



Man working in one of the greenhouses owned by Homefull to help teach job skills.



# LAND USE & ZONING

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## **OVERVIEW**

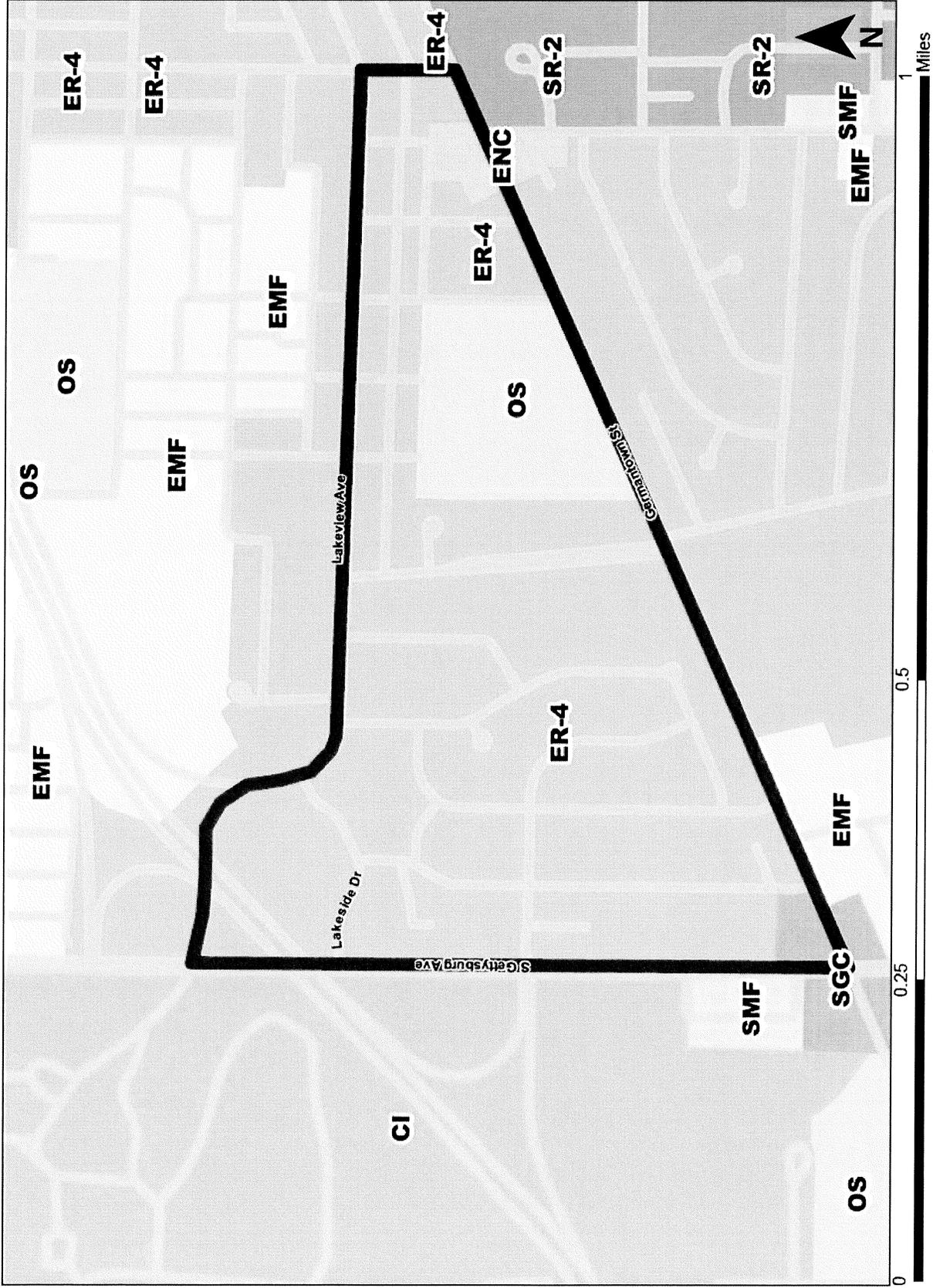
Pineview is primarily a residential neighborhood that consists almost exclusively of single-family homes. A vast majority of the homes, particularly in the heart of the neighborhood, were built in the late 1940s and early 1950s. The neighborhood is predominantly zoned ER-4, Eclectic Single-Family Residential. Mallory and McCabe Parks are zoned OS, Parks/Open Space. Zoning for Pineview is shown on the next page.

## **COMMERCIAL AREAS**

Pineview has two small commercial areas within its borders. One consists solely of the Dollar General lot in the southwest corner of the neighborhood. The other consists of a few parcels at the corner of Germantown St. and Groveland Ave. where Westside Market is located. Westside is a small corner market that provides limited grocery options. Pineview residents do not commonly utilize Westside Market; the store has, however, partnered with the Dayton Choice Neighborhood efforts for a mural, improved parking lot, and facade improvements. Dayton and Montgomery County Public Health also engaged with the market to improve product offerings, such as fresh produce.



# PINEVIEW NEIGHBORHOOD LAND USE AND ZONING



- CI = Campus Institutional
- EMF = Eclectic Multi Family
- ENC = Eclectic Neighborhood Commercial
- ER-4 = Eclectic Single-Family Residential
- OS = Open Space
- SGC = Suburban General Commercial
- SMF = Suburban Multi Family
- SR-2 = Suburban Single-Family Residential

# CONNECTIVITY

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## OVERVIEW

Pineview has easy access to several major corridors, US-35, and multiple bus routes. The neighborhood itself is fairly walkable, although key stretches that connect residential sections to recreational assets are often missing safe walkable routes.

## GERMANTOWN

Germantown St. is an historic corridor that has always been predominantly residential in character. During the 20th century, there were a number of manufacturing sites located along the street that today have mostly been demolished and await redevelopment. Much of the later development was built to an auto-oriented scale, with the focus on providing convenience to vehicular traffic. There are varied uses along the corridor, including residential, small strip commercial, and remnants of industrial nodes. Germantown's purpose has shifted since the opening of US-35, and there has been significant disinvestment along the corridor.

## GETTYSBURG

Gettysburg Ave. is a West Dayton crosstown connector that is very similar in character, age, and layout to the East Dayton crosstown connector of Smithville Ave. While the history of Gettysburg Ave. is linked to the beginnings of the Dayton VA Medical Center (1867), it experienced explosive growth and vibrancy during the post-World War II era. Significant expansion of neighborhoods both east and west of the corridor helped create shopping and service demand during the postwar economic boom in Dayton. Given the postwar growth along the corridor, its commercial uses were generally developed in a suburban model. The corridor also had a number of manufacturing operations located more in the northern half. As jobs and residents diminished in West Dayton and throughout much of the city, however, so did the density of economic vibrancy. These changes have left some highly visible vacancies (large and small) along the corridor. Despite these changes though, there are still pockets of economic strength along the corridor, including the Dayton VA Medical Center, the vibrant community intersection at Hoover Ave., and the SugarCreek facility.



# CONNECTIVITY

## **ACCESSIBILITY**

Accessibility is one of Pineview's strengths. Easy access to US-35 from the Gettysburg Ave. on-ramps provide a short drive to I-75. Gettysburg Ave. also serves as a major thoroughfare, connecting Pineview to commercial areas north of Gettysburg and Third St. (like the Westtown Shopping Center) and providing a direct route south to Moraine and West Carrollton. Germantown St. provides another thoroughfare that connects Pineview directly to downtown Dayton.

## **BUS ROUTES**

A few RTA bus routes serve Pineview, providing good accessibility to public transit. Route 9 operates through key intersections on Germantown St., at McArthur Ave. and at Gettysburg Ave. Route 8 runs along the Lakeview Ave., one of the system's fixed trolley routes. Both routes connect Pineview to the Downtown and Westtown hubs. Route 24 runs north-south along Gettysburg Ave. and connects to the South hub at the Dayton Mall in Miami Township and north to Miami Valley North Hospital on N Main St.

## **WALK ABILITY**

The Pineview neighborhood contains sidewalks on the majority of the residential streets. The west half of Pineview is easy to travel as a pedestrian, with sidewalks on all the connected streets; however, there are a few areas that are challenging to traverse. There is no sidewalk on Lakeview Ave. between LaSalle Dr. and Lakeside Dr., which is a key stretch in connecting the neighborhood to Lakeside Lake. Mount Clair Ave. is a divided street with one direction separated from the other by a steep berm. While northbound Mount Clair Ave. has a sidewalk, southbound does not. There are also no paths or steps that traverse the berm, so there is a 0.25 mile stretch of southbound Mount Clair Ave. with no ability to access a sidewalk.

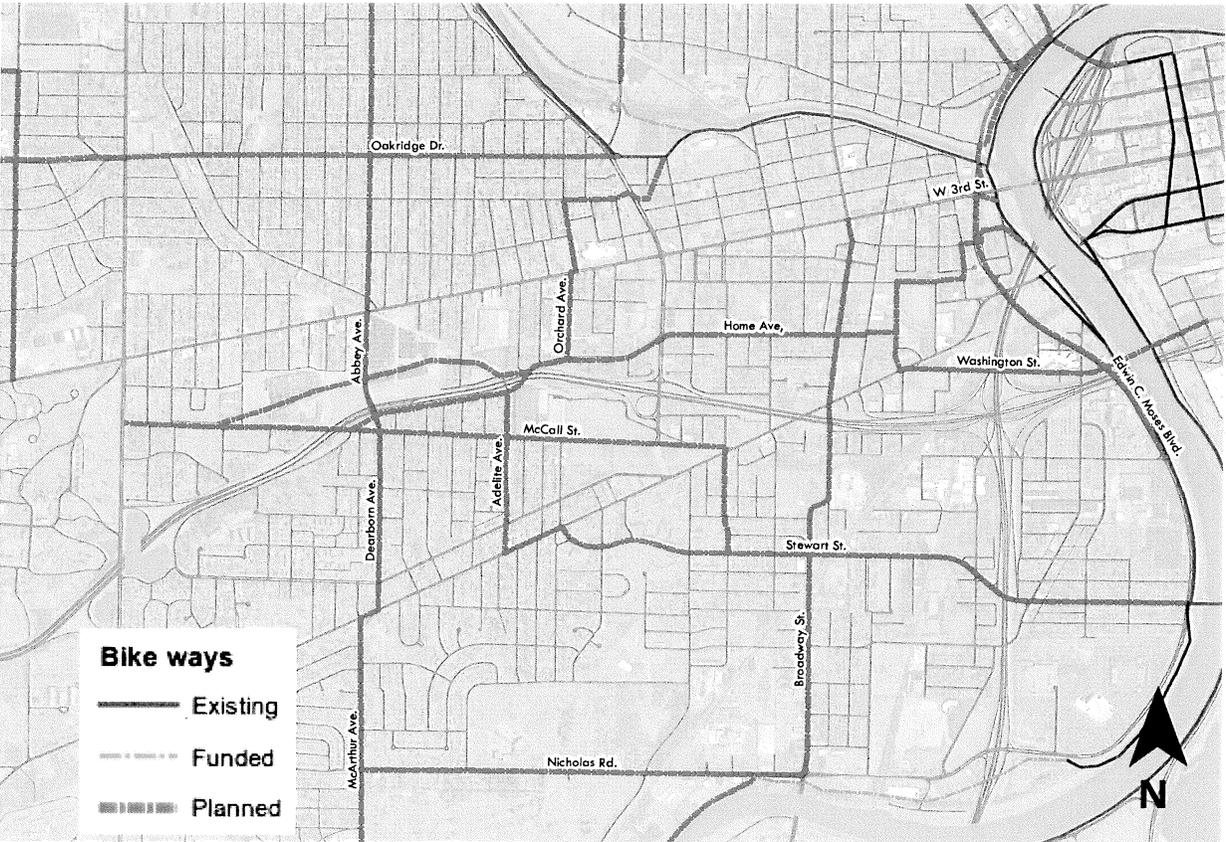
Mallory Park is the neighborhood's city park, but the west portion of the neighborhood is poorly connected to it. Because of the sloped topography, street design, and the location of the park entrance, a large portion of residents have to walk a 1/2 mile along Germantown St. (between Enroe Dr. and the park entrance) to access the park by foot. This stretch of Germantown St. has sidewalks, but they are fairly narrow and border a four-lane corridor, where traffic travels at high speeds. Better connectivity from Lakeview Ave. would make the park more accessible to Pineview residents.



# CONNECTIVITY

## BIKEWAYS

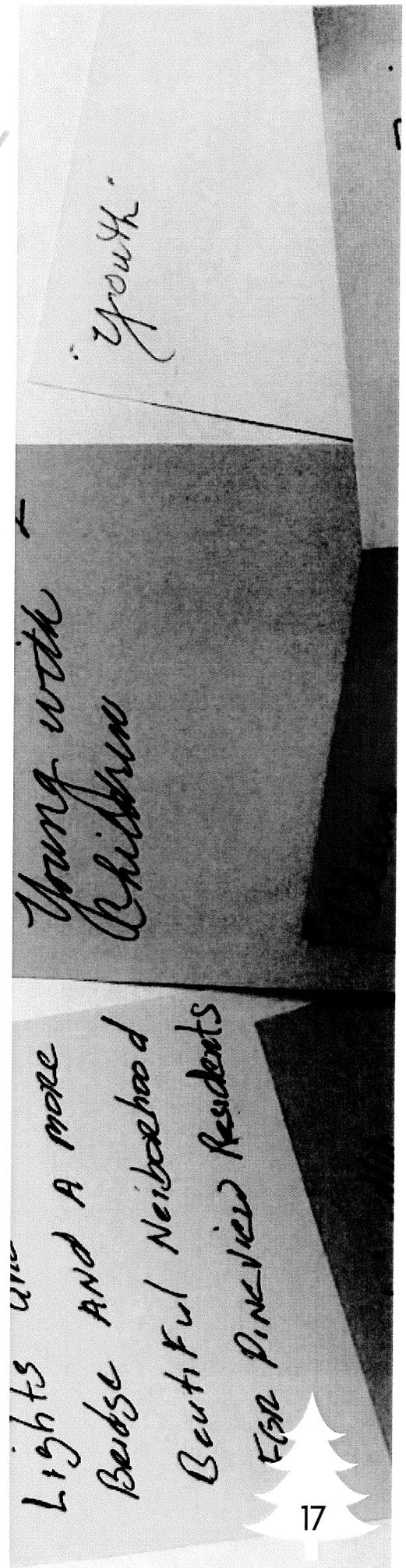
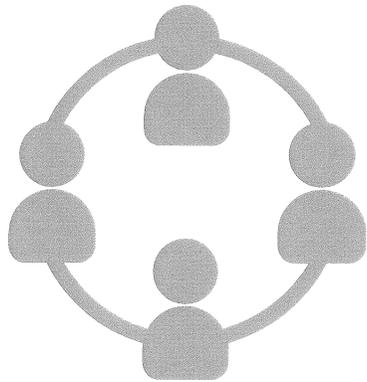
The City of Dayton hopes to connect West Dayton to the larger bicycle network by providing a series of interconnected improvements and enhancements along the parkways, thoroughfares, and collector streets that all feed to the corridors along the rivers. The West Dayton Bicycle Network will eventually include a bikeway along Dearborn Rd., which is the eastern border of the Pineview Neighborhood.



WEST DAYTON PLANNED BICYCLE NETWORK

# CHAPTER 2: COMMUNITY ENGAGEMENT & PLANNING PROCESS

- Community Meetings & Discussions



# COMMUNITY MEETINGS & DISCUSSIONS

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## **OVERVIEW OF PAST MEETINGS AND DISCUSSIONS**

CityWide Development first began working in the Pineview neighborhood in 2016 through a HUD Choice Neighborhood Planning Grant focused on the revitalization of five neighborhoods in southwest Dayton. Initial community organizing work with residents led CityWide to identify the restoration of Lakeside Lake, once a regional draw and attractive community asset, as a key priority for the neighborhood. In partnership with many community groups, City of Dayton Public Works, and Groundskeeper Landscaping, and with support from the Dayton Regional Labor Council and the Ohio AFL-CIO, Pineview launched a massive clean-up and restoration project. The lake project galvanized the neighborhood and restored a community asset.

Building upon this momentum, the residents then engaged with CityWide in a planning process that concluded in the Fall of 2019. The process began with research, including a housing condition survey, and time spent bringing additional partners into the neighborhood. CityWide then worked with neighborhood leaders to develop a series of planning sessions focused on identifying neighborhood priorities, developing long-term strategies to strengthen and grow the neighborhood, and creating opportunities for additional placemaking.



# COMMUNITY MEETINGS AND DISCUSSIONS

## SEPTEMBER 10, 2019

During previous meetings, it was decided that CityWide would help Pineview create a neighborhood plan with strategic priorities for the future. Time was set aside during three neighborhood meetings for CityWide to assist neighborhood leaders with visioning exercises. At the Sept. 10 meeting, the MCLB



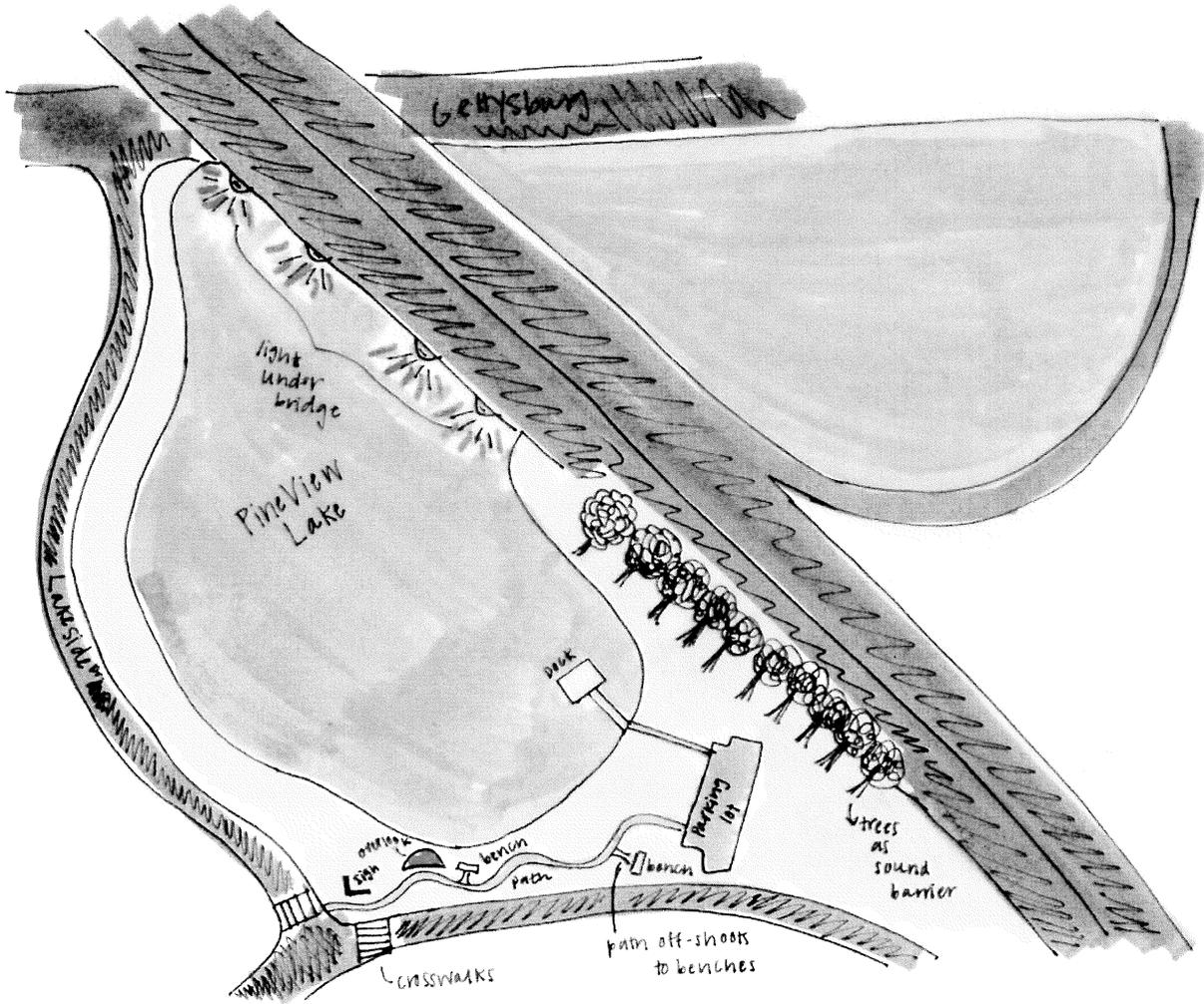
Photoshop Image of Pineview Lake with meandering path, parking lot, crosswalks and tree sound barrier.

came to discuss vacant lots on

Gettysburg that will be available to purchase at a very low price for adjacent neighbors, which provides residents with opportunities for further placemaking. CityWide also presented possible ideas for placemaking opportunities around Lakeside Lake, including new pathways and an overlook.

Residents emphasized the importance of repairing the current limestone wall that is on the edge of the lake and the importance of green space and recreation in the neighborhood.

# COMMUNITY MEETINGS AND DISCUSSIONS

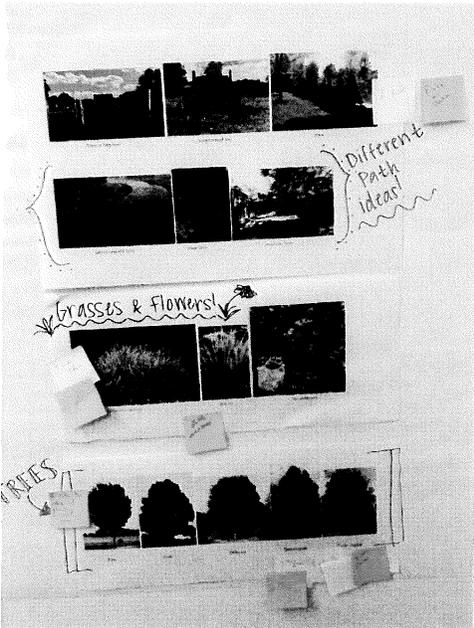


After the Sept. 10 meeting an initial rendering of a vision for Pineview Lake was created and shared for additional feedback. The rendering includes a meandering walking path, added benches, an overlook, lighting under the bridge, a wall of trees as a sound barrier along US-35, and crosswalks at the intersection of Home Ave. and Lakeside Dr.

# COMMUNITY MEETINGS AND DISCUSSIONS

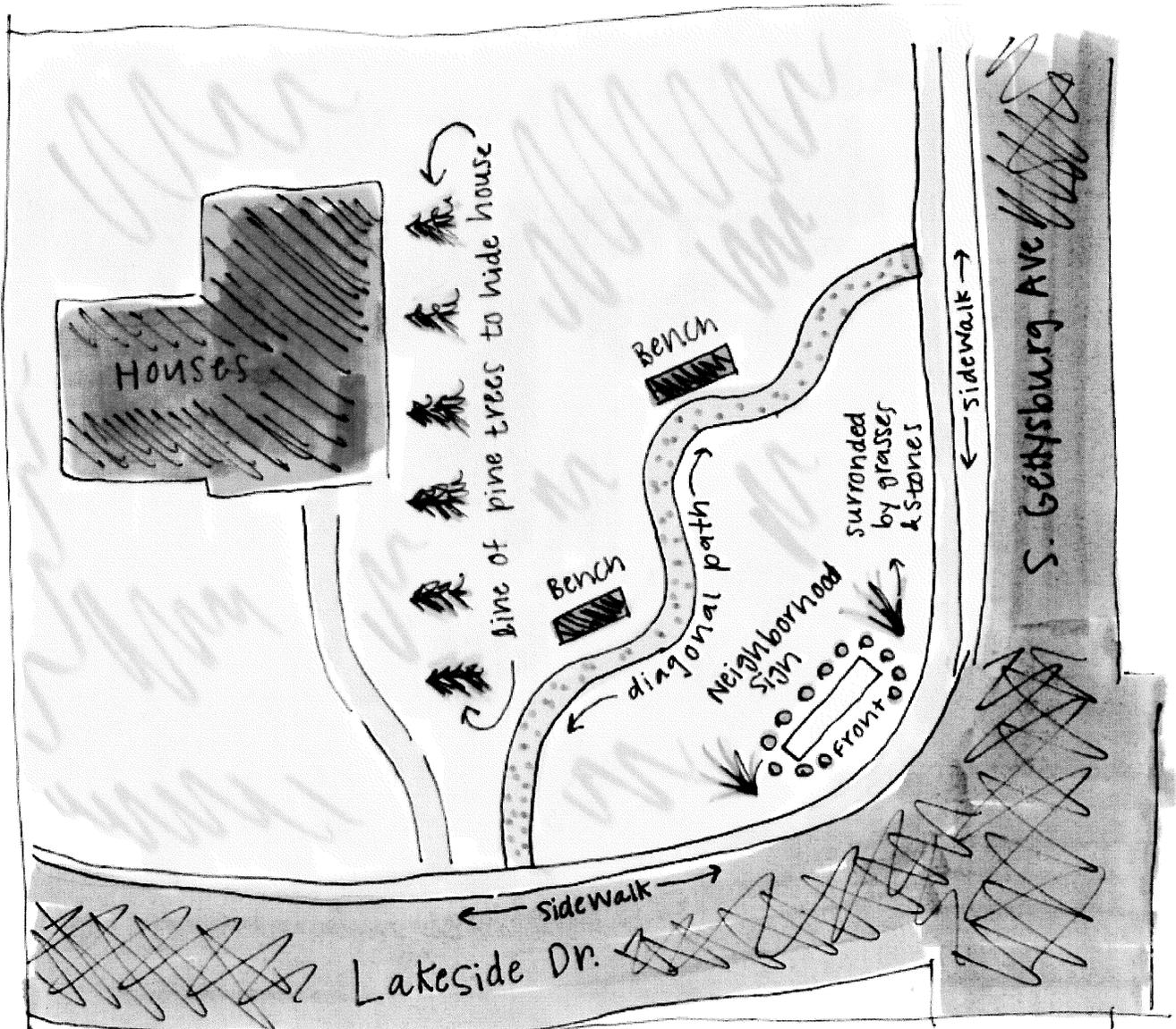
## OCTOBER 8, 2019

At the Oct. 8 meeting at the Job Corps building, CityWide presented visioning boards for two vacant lots on Gettysburg Ave. that act as neighborhood gateways. Residents provided feedback on different design ideas for the lots, including a neighborhood sign, a path, trees, grasses, and a berm, with a goal of creating options that are aesthetically pleasing but still easy to maintain.



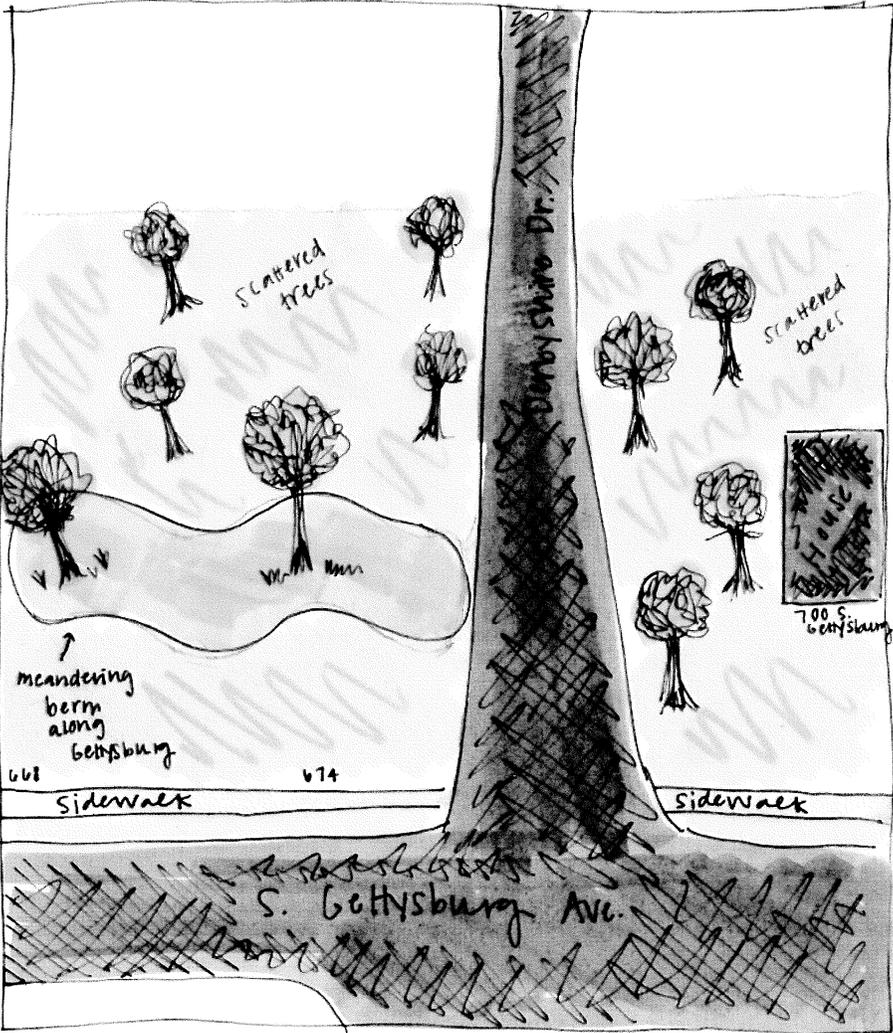
Visioning boards with feedback for vacant lots along Gettysburg Ave. Top left: corner of Derbyshire Dr. and Gettysburg Ave. Bottom left: corner of Lakeside Dr. Above: placemaking ideas with comments from a neighborhood meeting.

# COMMUNITY MEETINGS AND DISCUSSIONS



After the Oct. 8 meeting, initial renderings of visions for the vacant lots were created. Above: a lot at the corner of Lakeside Dr. and Gettysburg Ave. The vision includes a meandering wood chip path with stones, a neighborhood sign surrounded by stones and grasses at the intersection, benches along the path, and pine trees at the left border of the lot.

# COMMUNITY MEETINGS AND DISCUSSIONS



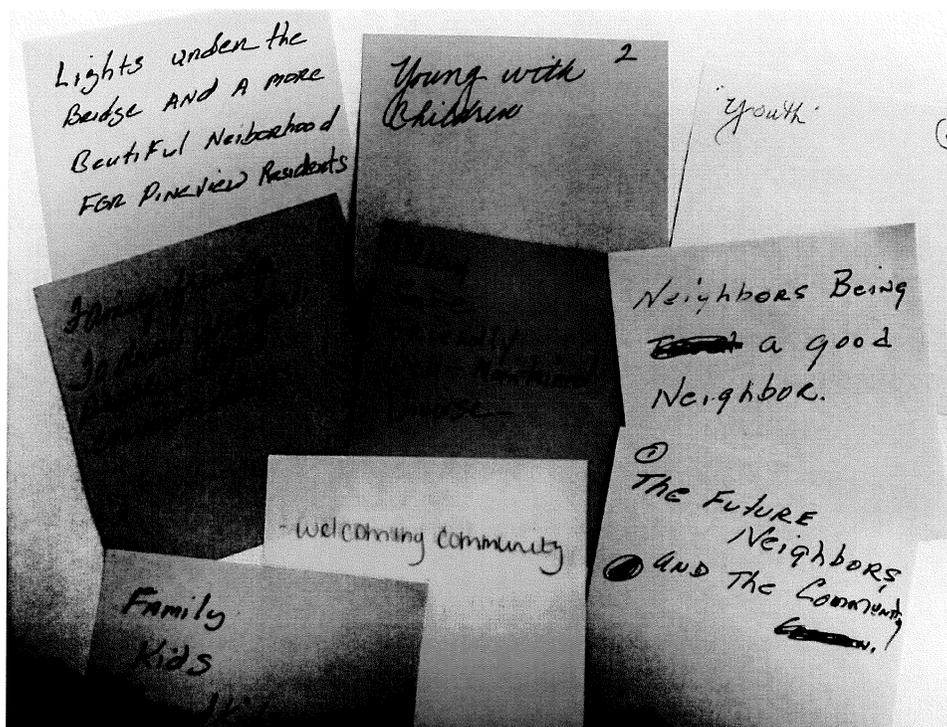
Above: a vision for the lot at the corner of Gettysburg Ave. and Derbyshire Dr. This vision includes a meandering berm and colorful trees, including sweet gum and tulip poplar trees, throughout the lot. The residents expressed that they wanted the lots to be colorful and easy for the City to maintain.

# COMMUNITY MEETINGS AND DISCUSSIONS

## NOVEMBER 12, 2019

At the Nov. 12 meeting, the residents compiled their ideas for a vision statement. They recorded words that described the following: 1) what they want their neighborhood to look like and 2) for whom they were creating the plan. The common themes were beautification, neighborhood safety, preservation of values and history, and a friendly/family neighborhood with an eye to the future. Almost every resident shared that this would impact their grandchildren and future generations.

A draft of the plan was also distributed and residents were asked to provide any feedback, edits, or additions they may have. There was a focus on the recreational assets, improving safety, and preserving history. Lastly, residents discussed their concerns regarding safety at Mallory Park and their hopes to make it more accessible.

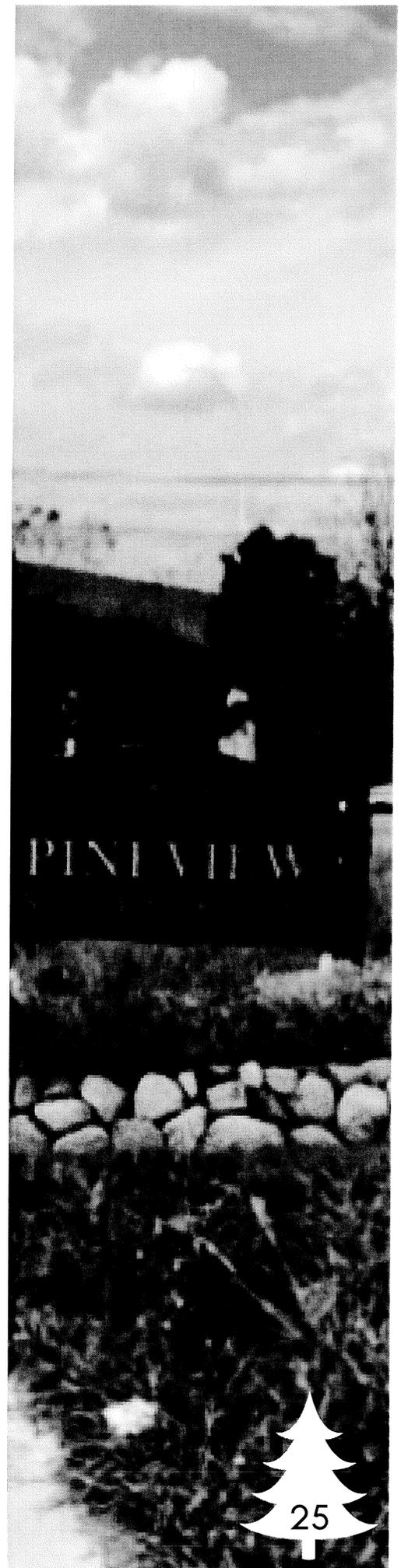
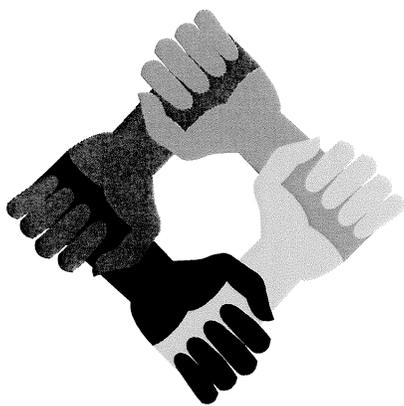


Resident's ideas on sticky notes for a vision statement for their neighborhood.

# CHAPTER 3: STRATEGIC PRIORITIES

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- Strengthening boundaries through placemaking and beautification
- Supporting continuous home ownership
- Building resident capacity
- Supporting recreational assets



# STRENGTHENING BOUNDARIES THROUGH PLACEMAKING AND BEAUTIFICATION

**GOAL: Improve the boundaries of the Pineview Neighborhood through targeted beautification and placemaking efforts.**

**1. Improve the pedestrian experience along Germantown St.**

Overgrowth along the north side of the sidewalk makes it difficult to walk along Germantown St and creates a unkempt look. Strategies to improve the area include cutting back overgrowth on the sidewalk and strengthening the slope structurally.

**2. Identify and beautify neighborhood entrances.**

The only "official" neighborhood entrance to Pineview is at Mount Clair Ave. and Germantown St. Many residents enter their neighborhood at the intersection of Gettysburg Ave. and Lakeside Dr., where recent demolition has created an empty corner lot. Residents have expressed interest in creating a second neighborhood entrance, marked by an identity sign and other placemaking elements.



The lot at Gettysburg Ave and Lakeside Dr.

# STRENGTHENING BOUNDARIES

### **3. Continue placemaking along Gettysburg Ave.**

The section of Gettysburg Ave. that borders Pineview, south of US-35, has a quieter, more pastoral feel than much of the corridor. The east side of the street in this portion is almost entirely residential and the west side is largely occupied by the Homefull campus, which contains several apartment buildings and an open green site that they have plans to develop in the future. As discussed earlier, there is a small commercial section at the intersection of Germantown St. and Gettysburg Ave. with uses that include a gas station, a drive through, and convenience stores. Residents have struggled to build relationships with these entities when attempting beautification efforts. Long-term work on this section of Gettysburg Ave. should enhance its current pastoral image and could include facets of the potential Urban Parkway Overlay discussed in the *Greater West Dayton Corridor Plan* (see page 38 for details). The Montgomery County Land Bank has demolished several homes along Gettysburg Ave. as a part of their Thriving Neighborhood Initiative (see page 6 for more information). This has had an immediate positive effect on the aesthetic appearance of the western neighborhood boundary and provided residents with the opportunity to make further improvements. Residents have defined a vision for this entrance to their neighborhood and surrounding areas that 1) creates a vibrant and attractive entrance to the neighborhood and 2) supports current neighborhood residential uses and high quality of life.

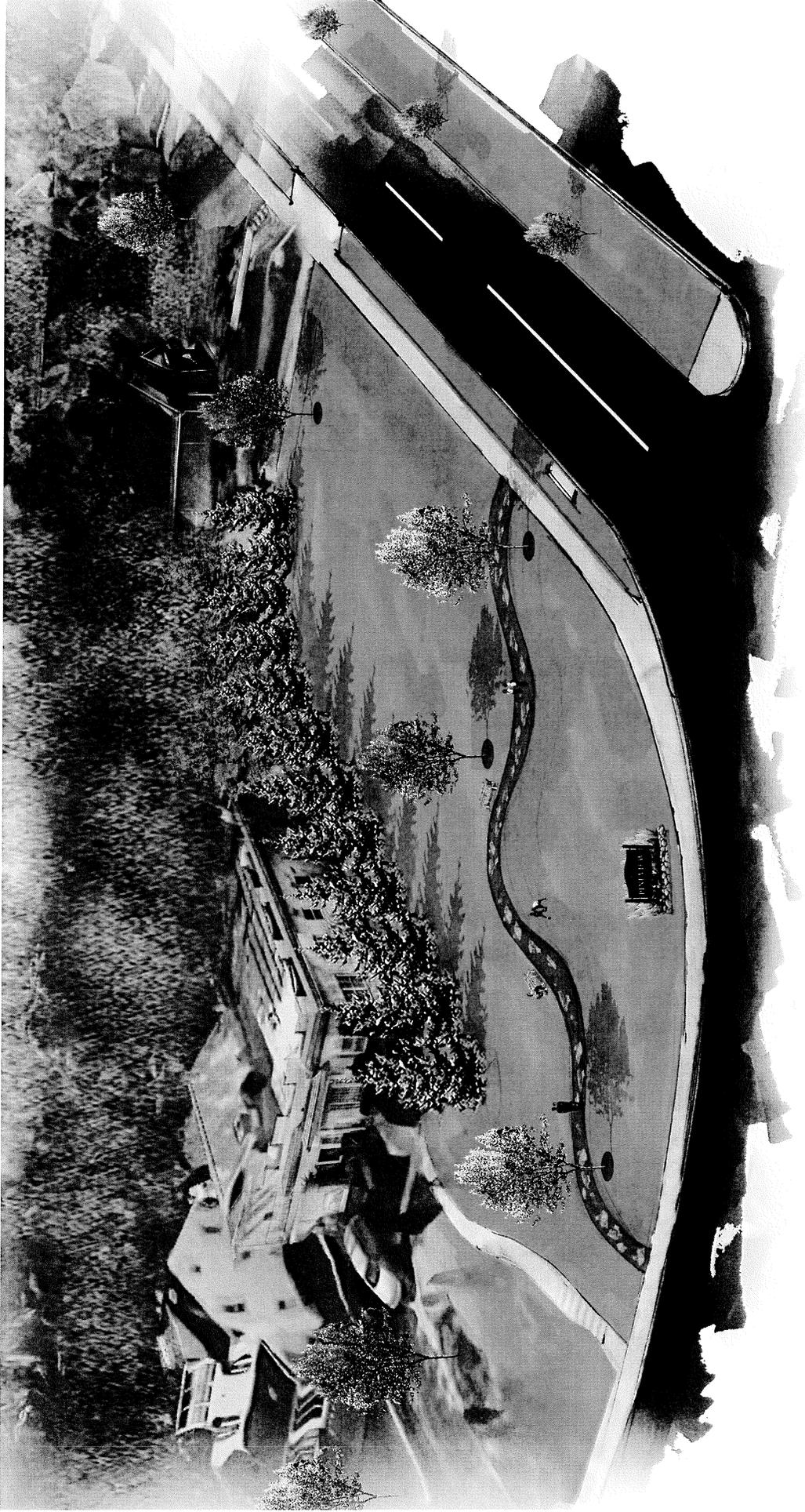
### **4. Partner with neighborhood volunteers to create adopt-a-block program along Lakeview Ave, focused on targeted beautification on boulevards.**

Lakeview Ave has a series of boulevards that used to be a point of pride for the neighborhood. Currently, the primary features on these boulevards are an inconsistent tree line and a series of RTA poles. Revitalizing this once-vibrant feature of the neighborhood should include a more consistent tree line and low-maintenance garden design that can be maintained easily by neighbors. Residents could adopt and maintain boulevard blocks in small groups.

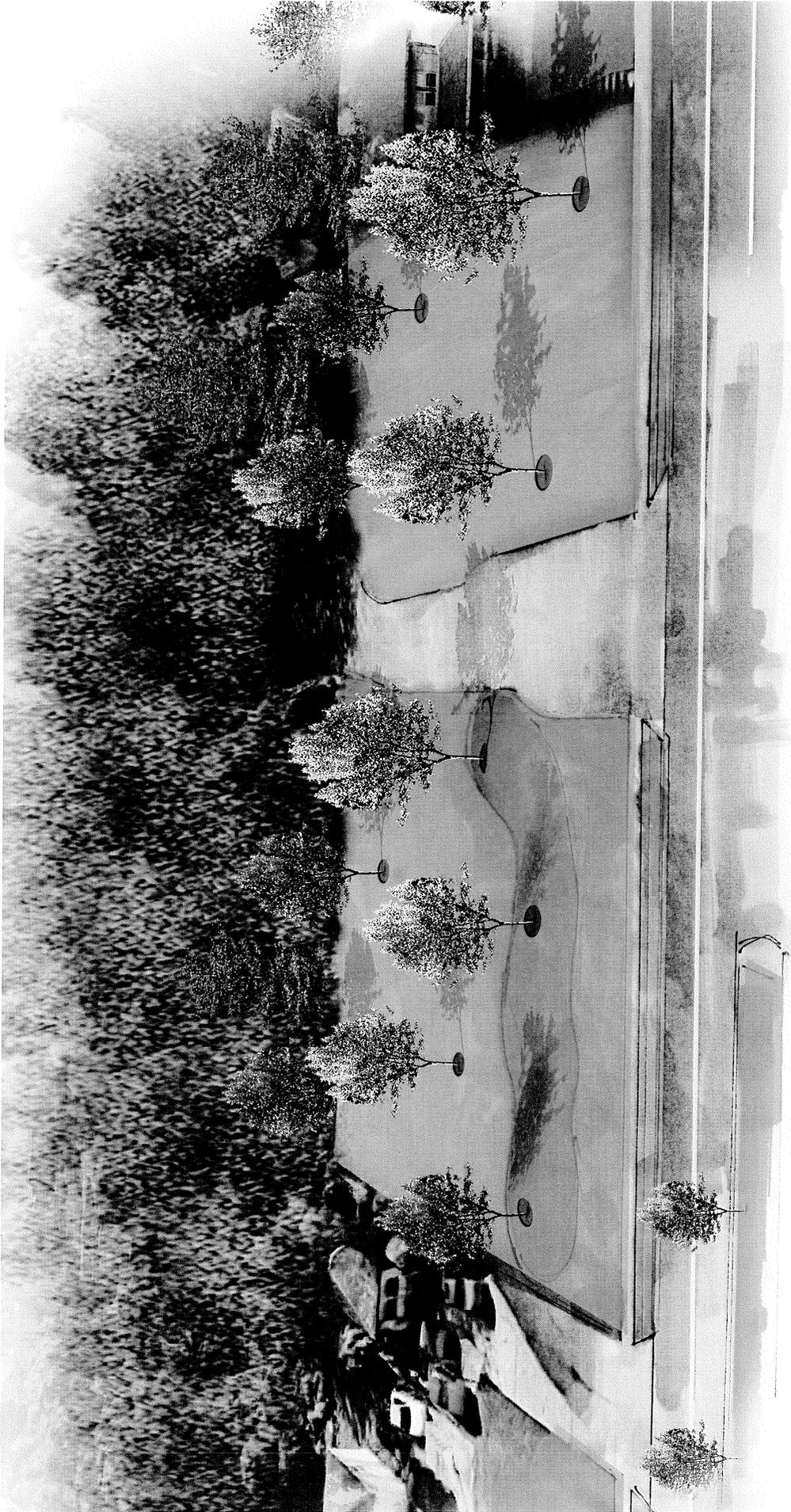
#### **Measures:**

- Cut back overgrowth and increase pedestrian usage along Germantown St., west of Mallory Park, between Mount Clair Ave. and Oakleaf Dr.
- Complete gateway on Gettysburg Ave./Lakeside Dr. that includes neighborhood sign.
- Install new trees and landscaping along Lakeview Ave. that is maintained by neighborhood groups.



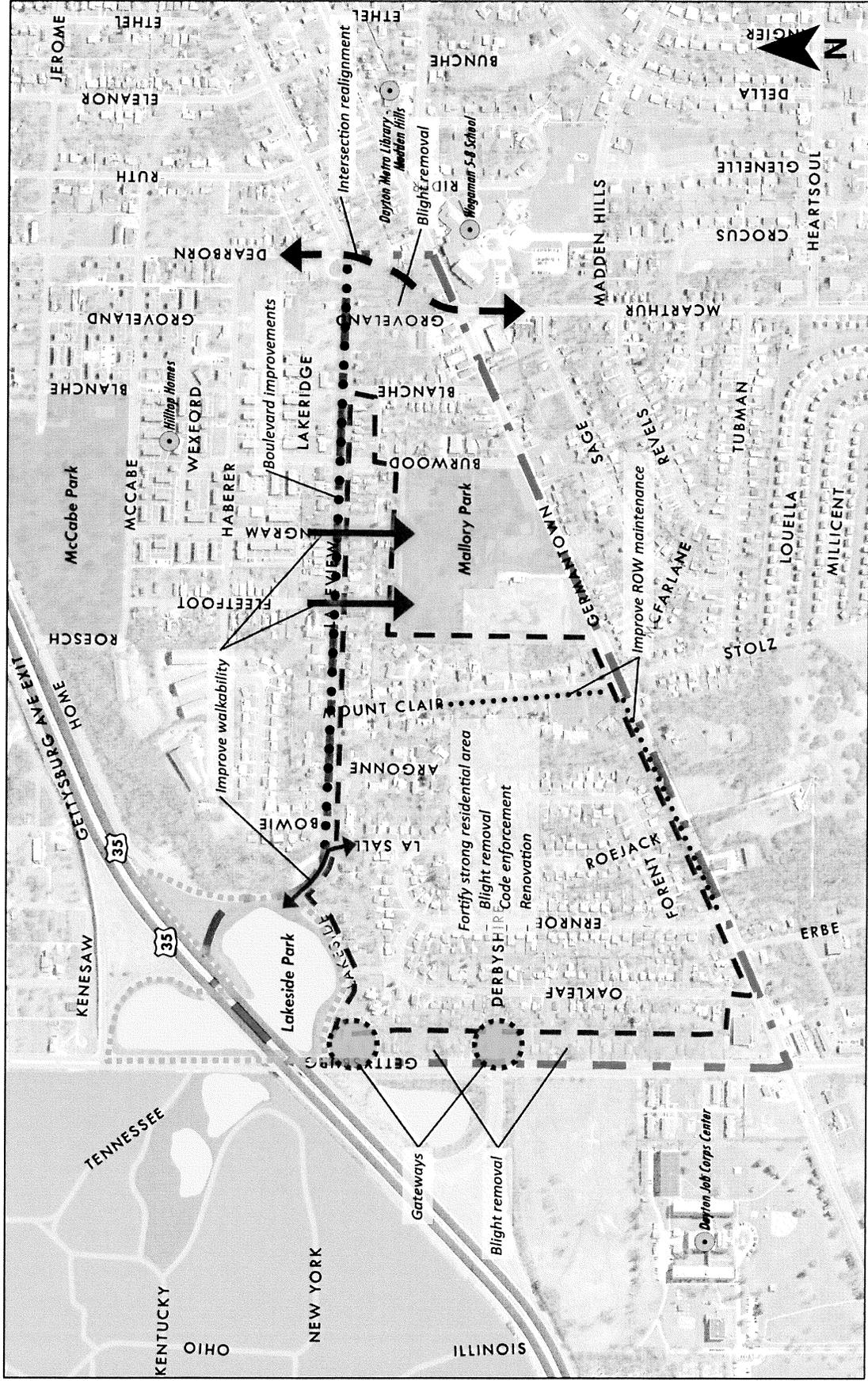


Rendering of lot at Gettysburg Ave. and Lakeside Dr. It includes a meandering path with benches along it, a neighborhood sign surrounded by stones and grasses, and a wall of pine trees at the left border of the lot.



Rendering of lot at Gettysburg Ave. and Derbyshire Dr. It includes meandering berm and colorful trees scattered throughout the lot.

# PINEVIEW NEIGHBORHOOD STRATEGIES



Above is a map of the boundaries of Pineview and proposed projects meant to strengthen boundaries including gateways, blight removal, improving right-of-way maintenance, boulevard improvements, intersection realignment, and walkability.

# SUPPORTING CONTINUOUS HOME OWNERSHIP

## **GOAL: Support stable homeownership and long-term residency in the neighborhood.**

### **1. Identify home improvement funding for residents.**

Home improvement programs will help residents maintain their homes, keep up the exterior appearance, improve property values, and allow senior residents to age in place. These could range from partnerships with banks or non-traditional lenders to rehab programs from groups like Rebuilding Together or County Corp.



### **2. Continue partnerships with the MCLB and others to support rehabilitation of homes.**

The MCLB has already rehabbed and sold two properties in the Pineview neighborhood and is interested in continuing these rehab efforts. Other partners who can support and leverage these efforts should also be identified.

### **3. Use code enforcement tools to address poor housing conditions or negligence.**

Identifying problem properties where code enforcement will have an impact will help the overall appearance of the neighborhood. This is not an effort to punish legitimate homeowners who cannot afford to make necessary improvements, but a focus on property owners who have the ability to make changes and choose not to.

#### **Measures:**

- # of homes rehabbed and sold
- Improved property conditions
- % of owner-occupied units



# BUILDING RESIDENT CAPACITY

## **GOAL: Build resident capacity to ensure continuous and energetic leadership.**

### **1. Create welcome packet for new residents.**

This will build on Pineview's welcoming and engaged environment, providing an opportunity to help new residents forge connections and learn about their community. It will also help to engage families as they move into the neighborhood and help ensure new leaders are identified.

### **2. Continue to provide a variety of ways that residents can engage with their neighborhood, including formal meetings, clean ups, social events, welcome groups, lake maintenance, beautification, etc.**

A healthy neighborhood provides a number of different ways that residents can engage and participate, allowing people to connect with something that is most closely aligned with their schedules and interests. It also provides opportunities to build a varied leadership structure, with different people taking on small projects that they are passionate about.



Resident Leaders trimming overgrowth at lake.

### **Measures:**

- # of residents attending events and engaged in leadership.



Rendering of placemaking opportunities at Pineview Lake.

# SUPPORTING RECREATIONAL ASSETS

## **GOAL: Improve access to nearby parks from Pineview neighborhood.**

### **1. Reposition Mallory Park and improve pedestrian access from the neighborhood.**

Mallory Park is located within the Pineview neighborhood and, in 2017, received a \$240,000 renovation to its basketball court, playground equipment, and spray park. The park is still underutilized, and residents have shared that they feel disconnected from it due to poor access from the neighborhood. Creating better pedestrian access in the northwest portion of the park and focusing neighborhood improvements around this important asset could help the park reach its potential.

### **2. Improve connections between Pineview and McCabe Park.**

Historically, Pineview families also used McCabe Park for recreation, but there is no longer an easy and safe pedestrian route to McCabe from Pineview for most residents. Long-term, residents would like to reclaim that park and create new, safe paths to access it. This is also mentioned in the West Dayton Neighborhoods Vision, a plan adopted by the City of Dayton Plan Board and City Commission in 2019 that proposes the eventual development of a Lakeside/McCabe Preserve. This would not only create better access to the park but also better connect residents to the larger parkway system.

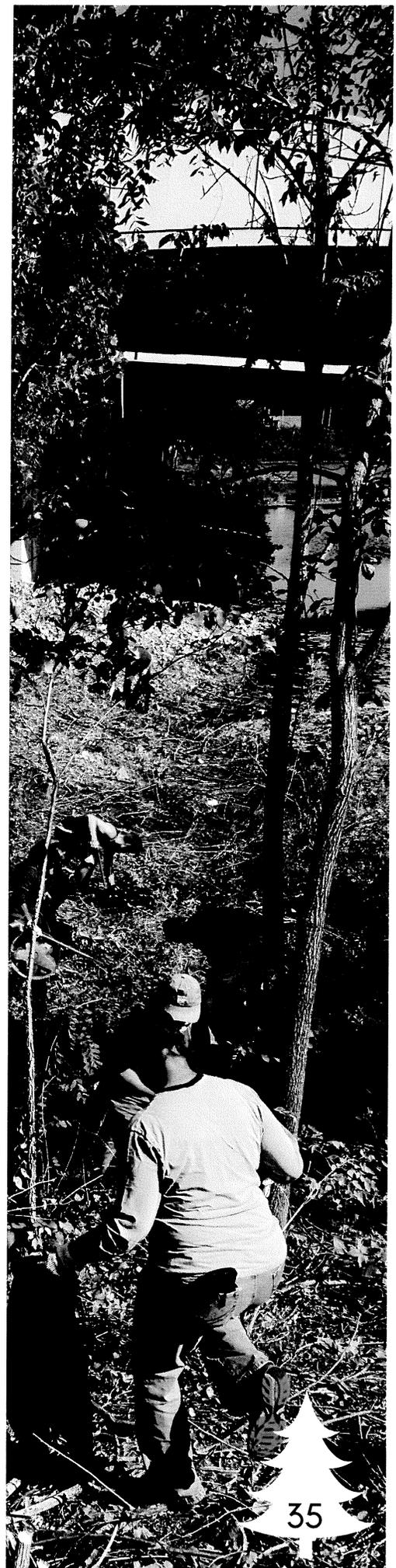
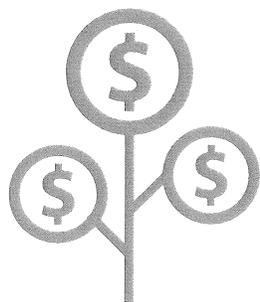
### **Measures**

- # of residents utilizing parks for recreation.



# CHAPTER 4: IMPLEMENTATION & FUNDING

- 
- Leveraging other investments
  - Conclusion
  - Implementation Plan



# LEVERAGING OTHER INVESTMENTS

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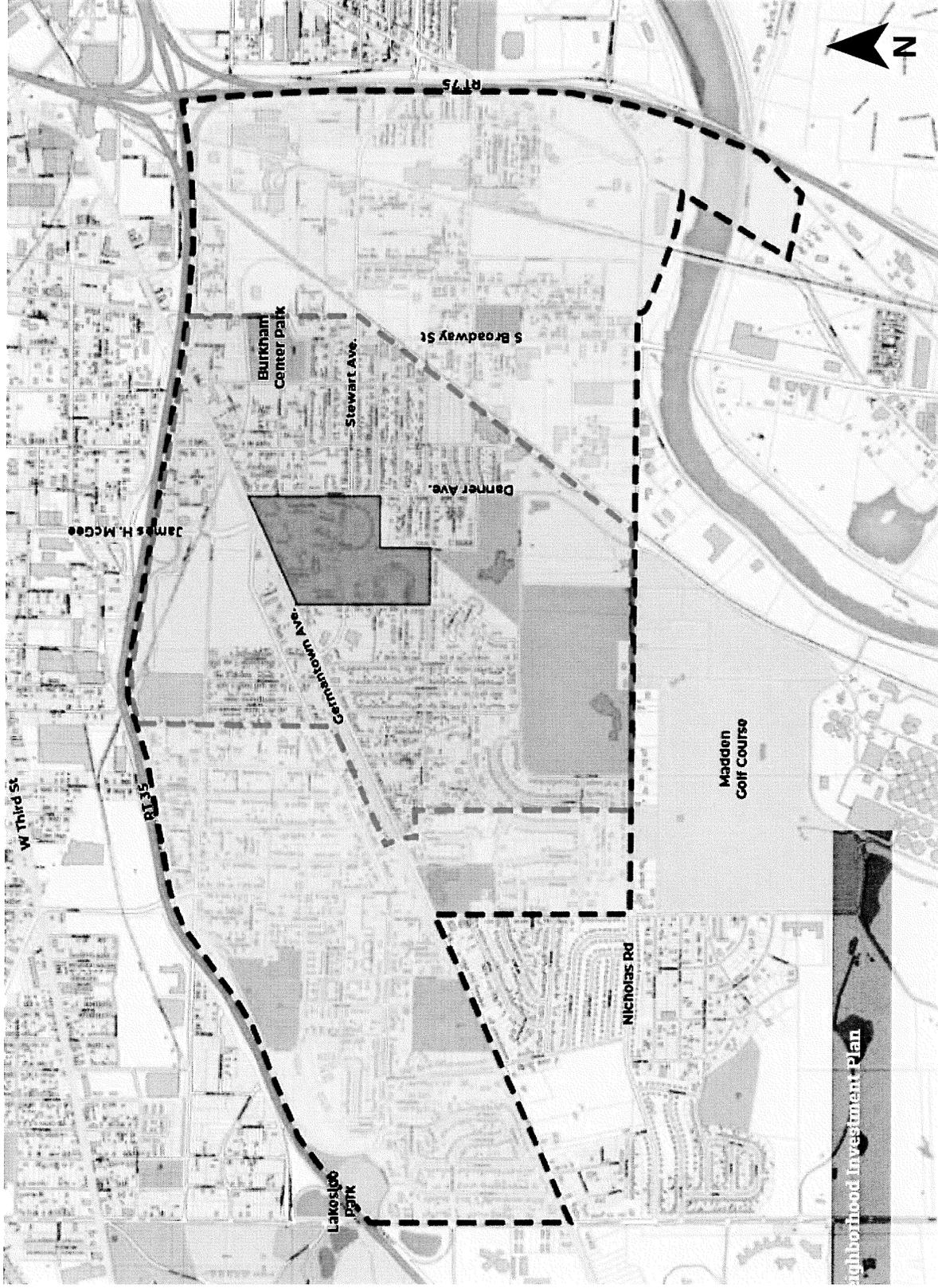
In addition to implementing its own goals, Pineview will also work to leverage investment and planning from other sources, including several existing plans focused on West Dayton: *Renew Miami Chapel*, the *West Dayton Corridor Plan*, and the *West Dayton Neighborhoods Vision*. All three of these plans include strategies that will directly impact the Pineview Neighborhood.

## **CHOICE-RENEW MIAMI CHAPEL**

In 2016, Greater Dayton Premier Management was awarded a \$1.5 million Planning and Action Choice Neighborhoods grant from HUD to transform the Miami Chapel area. *Renew Miami Chapel* is the Transformation Plan for the Greater Miami Chapel area, which includes the neighborhoods of Miami Chapel, Pineview, Madden Hills, and Edgemont. The main priorities of the plan are centered around providing affordable housing, preserving identity, improving education, promoting well being, and asset and economy building. The plan includes the future transformation of the Hilltop Homes area, which could possibly provide the opportunity to expand McCabe Park and connect it to Lakeside Lake recreation area. The Choice Plan also discusses the realignment of Dearborn Ave. into McArthur Ave. creating greater access to the planned West Dayton Library and Wright Factory Site.



# CHOICE NEIGHBORHOODS INVESTMENT MAP



# LEVERAGING OTHER INVESTMENTS

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## **GREATER WEST DAYTON CORRIDOR PLAN**

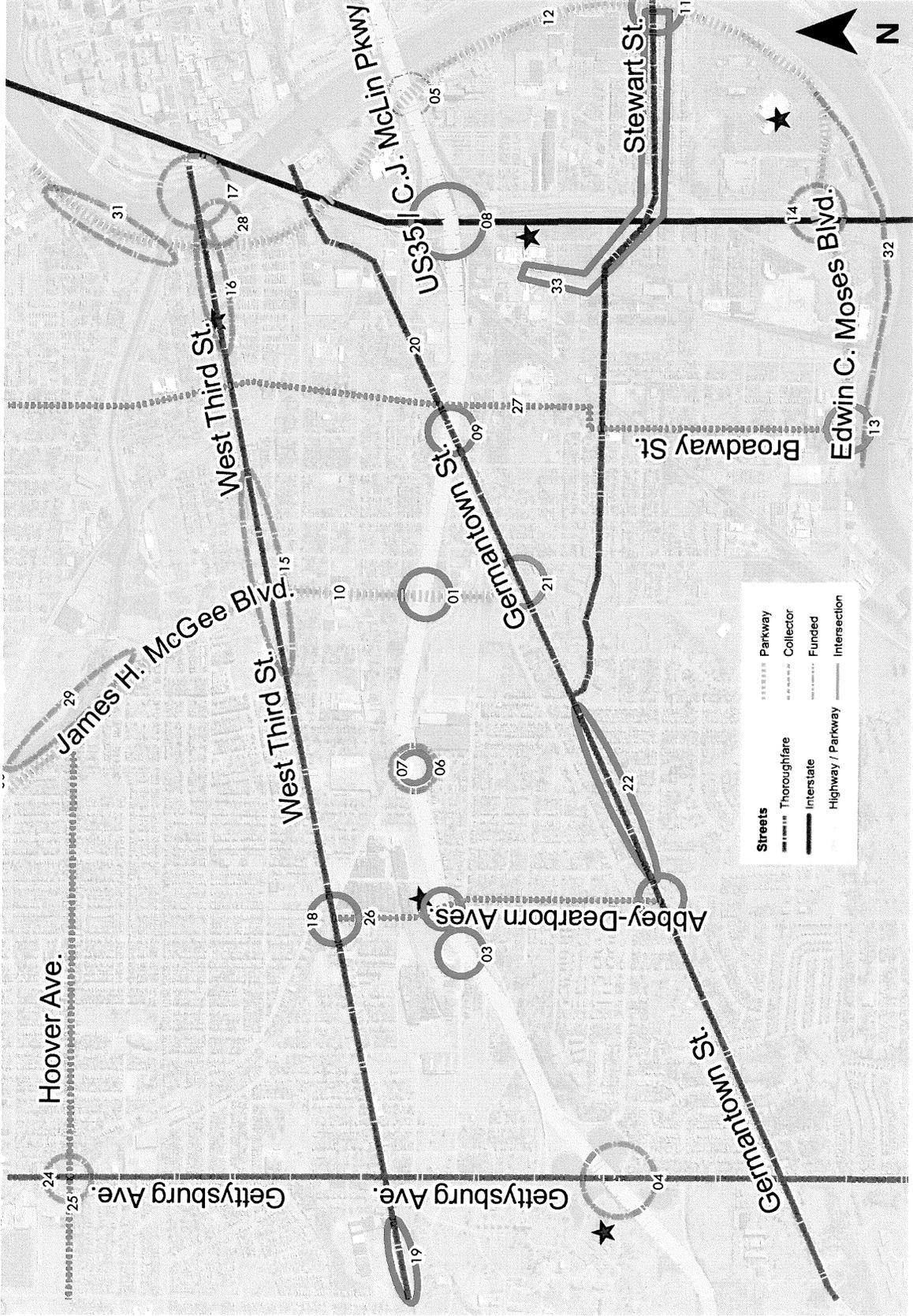
The guiding principles of the *Greater West Dayton Corridor Plan* include: to advance efforts to fund, improve and reshape the strategic corridors in West Dayton; to strengthen Dayton's place- and asset-based investment strategy by focusing, improving, and enhancing the strategic corridors and linkages of West Dayton to leverage and expand economic activity; to integrate related City of Dayton plans and policies into all realms of impactful decision making; and to plan and design for physical and functional connectivity within the target geography. Two important thoroughfares in the *Greater West Dayton Corridor Plan* that play a significant role in the Pineview neighborhood are Gettysburg Ave. and Germantown St. The transportation strategies in this plan are aligned with the *Greater West Dayton Corridor Plan*.

## **UDA WEST DAYTON NEIGHBORHOODS VISION PLAN**

In March of 2019, Urban Design Associates (UDA) worked with the City of Dayton to unite multiple plans for West Dayton into one document that creates a widely shared vision for the community. One priority in this document is to build support for recreation opportunities and build better connections between existing and potential green spaces. The Lakeside/McCabe Preserve (which borders Pineview) is a proposed area that surrounds US-35 and is the key connection between the Wright Company Factory Site and the Dayton VA Medical Center. This area could be transformed into open, green space, with McCabe Park remaining a focal point of the preserve. This vision includes a connection from McCabe up to Wesleyan Nature Center, as well as access to the new library at US-35 and Abbey Ave.



# WEST DAYTON CORRIDOR PLAN



# CONCLUSION

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Pineview Neighborhood Association has created this plan as a guide to the development they would like to see over the next 10 years. The proposed goals aim to build market confidence and encourage more families to consider Pineview as their home.

Pineview will review the plan annually to assess progress toward the goals, make amendments as needed, and seek ongoing support from the City of Dayton and CityWide to advance their plan.



# IMPLEMENTATION

Goals	Activities	Measures	Funding	Partners
Improve the boundaries of Pineview Neighborhood through targeted beatification and placemaking efforts.	<ol style="list-style-type: none"> <li>1. Improve pedestrian experience along Germantown St.</li> <li>2. Identify and beautify neighborhood entrances.</li> <li>3. Continue placemaking work along Gettysburg Ave.</li> <li>4. Partner with neighborhood volunteers to create adopt-a-block program along Lakeview Ave.</li> </ol>	<ol style="list-style-type: none"> <li>1. Overgrowth cut back and increased pedestrian usage of Germantown.</li> <li>2. Completed gateway on Gettysburg/ Lakeside that includes neighborhood sign.</li> <li>3. New landscaping along Lakeview Ave that is maintained by neighborhood groups.</li> </ol>	<ul style="list-style-type: none"> <li>• COD Mini Grant</li> <li>• The Dayton Foundation Greenlight Grant</li> <li>• WDDF</li> </ul>	<ul style="list-style-type: none"> <li>• Montgomery County Land Bank</li> <li>• Residents</li> <li>• CityWide</li> <li>• City of Dayton</li> </ul>
Support stable homeownership and long-term residency in the neighborhood.	<ol style="list-style-type: none"> <li>1. Identify funding for home improvement efforts.</li> <li>2. Continue partnerships with MCLB and others to rehab homes.</li> <li>3. Use code enforcement tools to put pressure on absentee/negligent property owners.</li> </ol>	<ol style="list-style-type: none"> <li>1. # of homes rehabbed and sold</li> <li>2. Improved property conditions: a higher percentage of houses received a 1 or 2.</li> <li>3. % of owner-occupied units.</li> </ol>	<ul style="list-style-type: none"> <li>• Nationwide Home Improvement funding</li> <li>• CDBG</li> </ul>	<ul style="list-style-type: none"> <li>• Montgomery County Land Bank</li> <li>• County Corp</li> <li>• Local banks</li> <li>• City of Dayton</li> <li>• Rebuilding Together</li> </ul>
Build resident capacity to ensure continuous and energetic leadership.	<ol style="list-style-type: none"> <li>1. Create welcome packet for new residents.</li> <li>2. Continue to provide a variety of ways that residents can engage with their neighborhoods, including formal meetings, clean ups, social events, welcome groups, lake maintenance, beautification, etc.</li> </ol>	<ol style="list-style-type: none"> <li>1. # of residents attending events and engaged in leadership.</li> </ol>	<ul style="list-style-type: none"> <li>• COD Mini Grant</li> </ul>	<ul style="list-style-type: none"> <li>• Dayton Neighborhood Corps</li> <li>• University of Dayton</li> </ul>
Implement Phase 2 of Lakeside Lake Restoration and develop a sustainable plan for long-term maintenance.	<ol style="list-style-type: none"> <li>1. Continue placemaking and site enhancements.</li> <li>2. Research funding options and set up a fund for long-term maintenance of the lake.</li> </ol>	<ol style="list-style-type: none"> <li>1. Final placemaking elements at the Lake have been implemented.</li> <li>2. Long-term funding plan is in place for maintenance.</li> </ol>	<ul style="list-style-type: none"> <li>• WDDF</li> <li>• Private Philanthropy</li> </ul>	<ul style="list-style-type: none"> <li>• City of Dayton</li> <li>• CityWide Development</li> <li>• AFL-CIO</li> </ul>
Improve access to nearby parks from Pineview Neighborhood.	<ol style="list-style-type: none"> <li>1. Reposition Mallory Park and improve pedestrian access to park from neighborhood.</li> <li>2. Improve connects between Pineview and McCabe Park.</li> </ol>	<ol style="list-style-type: none"> <li>1. # of residents utilizing parks for recreation.</li> </ol>	<ul style="list-style-type: none"> <li>• Transportation funding</li> </ul>	<ul style="list-style-type: none"> <li>• Montgomery County Land Bank</li> <li>• CityWide Development</li> <li>• City of Dayton</li> </ul>

By .....

No. ....

**A RESOLUTION**

Concurring with the Adoption of the  
Pineview Neighborhood Plan 2020.

**WHEREAS**, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the City of Dayton Zoning Code on December 28, 2005, the Greater West Dayton Framework for Strategic Investment on February 25, 2015, the Greater West Dayton Corridor Plan on July 26, 2017, the Renew Miami Chapel Plan on August 22, 2018, and numerous other plans for the greater west Dayton geography; and

**WHEREAS**, The Pineview Neighborhood Plan 2020 ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents; and,

**WHEREAS**, The City Plan Board, on July 14, 2020 in Case PLN2020-00207, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Pineview Neighborhood Plan 2020 and in partnership with various organizations, government bodies, residents, and the Pineview Neighborhood Association will use the Plan to guide investments in the Pineview neighborhood.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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

1 = Reading  
6523-20

11.

By .....

No. ....

**A RESOLUTION**

Concurring with the Adoption of the  
Downtown Streetscape Guidelines and  
Corridor Plan.

**WHEREAS**, The City Commission adopted its comprehensive plan (“CitiPlan 20/20”) on May 5, 1999, the Dayton Livable Streets Policy on February 3, 2010, the Greater Downtown Dayton Plan Priority Recommendations on November 17, 2010, the City of Dayton 2025 Bicycle Action Plan on September 7, 2011, revision to the Urban Designs Guidelines on January 23, 2013, the Greater Downtown Plan Progress Summary and Updated Recommendations, 2015-2020 on September 16, 2015, the Dayton Transportation Plan 2040 on September 6, 2017, the Dayton Riverfront Plan on October 10, 2018, and other plans for the greater Downtown Dayton geography; and

**WHEREAS**, The Downtown Streetscape Guidelines and Corridor Plan (“Plan”) builds on the directions, policies, and recommendations established in the aforementioned documents and serves as the in-depth downtown addendum to the Dayton Transportation Plan 2040; and,

**WHEREAS**, The City Plan Board, on July 14, 2020 in Case PLN2020-00076, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Downtown Streetscape Guidelines and Corridor Plan and, in partnership with various organizations, government bodies, residents, businesses, and the Downtown Dayton Partnership, will use the Plan as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown’s greater core geography.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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

# MEMORANDUM



July 23, 2020

**TO:** Rashella Lavender, Clerk of Commission

**FROM:** Ann Schenking, Secretary  
City Plan Board 

**SUBJECT: Adoption of Downtown Streetscape Guidelines and Corridor Plan on August 5, 2020 City Commission Calendar (Plan Board Case PLN2020-00076)**

I am requesting that a resolution be placed on the August 5, 2020 City Commission calendar to adopt the Downtown Streetscape Guidelines and Corridor Plan. A second reading and vote on the resolution will be required at the August 12, 2020 City Commission meeting.

On July 14, 2020 the Plan Board adopted the plan by a 5-0 vote because it is consistent with the City's comprehensive plan (CitiPlan 20/20), reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area. This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography. The Plan Board recommends that the City Commission also adopt the plan.

No City Commission public hearing is required on the plan so a public hearing will not be held. However, Susan Vincent of the Planning Division will make a brief presentation on the plan at the August 5 City Commission meeting.

The Downtown Streetscape Guidelines and Corridor Plan is a set of guidelines and policies that creates a vision for downtown's streetscapes and corridors. It is part of an ongoing strategy for downtown Dayton that focuses on street vibrancy, pedestrian continuity, and place-making.

The City of Dayton will use this plan to support and guide new development. This plan provides guidance for activity and development within Downtown's right-of-ways and will help ensure investments benefit all members of our community by improving streetscapes, providing space for all users, and building a unique sense of place.

The plan is divided into two parts. The first half provides design guidelines for Downtown's streetscape including lighting, signage, green infrastructure, bicycling, etc. The second half provides detailed design recommendations for Downtown's primary corridors with recommendations for street calming, cycling lanes, and how to create a unique sense of place.

Attached for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, a summary of the plan, and the resolution. A copy of the full plan will also be emailed to the Clerk of Commission and Director of the Commission Office for distribution to the Commission.

If you have any questions, please contact me at ext. 3699 or Tony Kroeger at ext. 3673.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Walker, Mr. Kinskey, Mr. Kroeger, Ms. Vincent



# City of Dayton

## City Plan Board

### Summary Minute Record July 14, 2020

#### **6. PLN2020-00076 – Plan Review and Approval – Downtown Streetscape Guidelines and Corridor Plan**

Applicant: Mr. Todd Kinskey, Director  
City of Dayton  
Department of Planning and Community Development  
101 West Third Street  
Dayton, OH 45402

Priority Land Use Board: Downtown Planning District: Downtown & Webster Station  
Decision: Adopted; To City Commission for Adoption

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#### **Staff comments**

Susan Vincent presented the staff report along with Scott Murphy, Downtown Dayton Partnership, 10 West Second Street, Dayton, OH. The Downtown Streetscape Guidelines and Corridor Plan is a set of guidelines and policies that creates a vision for downtown's streetscapes and corridors. It is part of an ongoing strategy for downtown Dayton that focuses on street vibrancy, pedestrian continuity, and place-making and will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown's greater core geography.

The City of Dayton will use this Plan to support and guide new development. This Plan provides guidance for activity and development within Downtown's right-of-ways and will help ensure investments benefit all members of our community by improving streetscapes, providing space for all users, and building a unique sense of place.

The Plan is divided into two parts. The first half provides design guidelines for Downtown's streetscape including lighting, signage, green infrastructure, bicycling, etc. The second half provides detailed design recommendations for Downtown's primary corridors with recommendations for street calming, cycling lanes, and how to create a unique sense of place.

#### **Public Comments**

The Downtown Priority Land Use Board voted to unanimously approve the Plan. The Water Department contributed to the development of the streetscape guidelines portion of the plan and submitted a memo in support of the Plan's adoption.

#### **Board Discussion**

The Plan Board discussed the case. Mr. Sauer asked a question about the planning area and if there is value in defining a consistent downtown boundary that would be reflected in all city plans. Mr. Sauer also raised an interest in utilizing this Plan to help the Plan Board guide future downtown development projects and requested a work session to explore opportunities for greater Plan Board oversight of downtown projects. Mr. Kinskey said staff would set up a work session to further discuss these ideas. Mr. Scott noted an appreciation for the work that went into the development of the Plan

#### **Board Action**

A motion was made by Mr. Bradley, seconded by Mr. Sauer and carried to adopt the plan and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area.

This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography. The plan will also go to the City Commission for adoption. Minutes approved by the City Plan Board on August 11, 2020.

Mr. Richard Wright	Present; did not vote	Mr. Paul Bradley	Yes
Ms. Geraldine Pegues	Yes	Mr. Matt Sauer	Yes
Mr. Jeff Payne	Yes	Mr. Greg Scott	Yes

Minutes approved by the City Plan Board on August 11, 2020.

Tony Kroeger, Secretary  
City Plan Board

## CITY PLAN BOARD REPORT

Case# *PLN2020-00076*

### *Downtown Streetscape Guidelines and Corridor Plan*

July 14, 2020

#### **BACKGROUND:**

##### **Applicant**

Todd Kinskey, Director  
Department of Planning and Community Engagement  
City of Dayton  
101 West Third Street  
Dayton, OH 45402

#### **REQUEST/DESCRIPTION:**

Request for the City Plan Board to review and adopt the *Downtown Streetscape Guidelines and Corridor Plan* ("Plan") sent it on to City Commission for adoption.

The Plan is a set of guidelines and policies that creates a vision for downtown's streetscapes and corridors. It is part of an ongoing strategy for downtown Dayton that focuses on street vibrancy, pedestrian continuity, and place-making. With a focus on primary transportation corridors and gateways, the Plan provides examples of and guidelines for specific types of infrastructure (lighting, stormwater management, cycling, etc), signage design, and parking locations.

Now more than ever, Downtown Dayton needs a plan to support and guide new development. As COVID-19 continues to devastate our communities, the City should implement and institute policies and guidelines that will support our recovery. This Plan provides guidance for activity and development within Downtown's right-of-ways and will help ensure investments benefit all members of our community by improving streetscapes, providing space for all users, and building a unique sense of place.

Since the City Plan Board's work session on March 10, 2020, the Plan's sections on green infrastructure, tree canopy, and alleys were updated. Additional research, meetings, and discussions were held to improve the clarity of the guidelines. The City's Water Department and Arborists helped form and guide the sections on stormwater infrastructure and on our downtown tree canopy.

When Dayton was developed, our downtown was built with expansive streets. Our public right-of-way (including the street and sidewalk) is often 100' wide or wider. As our economy changes, our traffic changes, and Dayton does not require four and five lane one-way streets to move thousands of vehicles through the city. The extra capacity on our streets is an opportunity.

Many communities across the nation have employed traffic-calming and place-making strategies to encourage people to spend time downtown. New bike lanes, on street parking, and improved pedestrian environments make residents, employees, visitors, and new businesses want to locate within the urban core. The Plan provides a vision for Dayton to maximize our streetscapes, beautify our corridors, and continue our economic growth.

This Plan builds on the City's Pedestrian Oriented Design standards (2006), Livable Streets Policy (2010), Urban Design Guidelines (2013), Transportation Plan 2040 (2017), and the Riverfront Plan (2018). Partners will continue to build on this body of work in the coming year as they finalize a block by block development analysis and visioning document to be shared with downtown developers. The Plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown's greater core geography.

Multiple agencies were engaged in the development of the Plan including City of Dayton Departments of Planning and Community Development, Public Works, Economic Development, and Water; Downtown Dayton Partnership; CityWide Development; Greater Dayton RTA; Sinclair College; Bike Miami Valley; Five Rivers MetroParks; and multiple downtown developers and property owners.

### **AGENCIES AND GROUPS CONTACTED THROUGHOUT THE PLANNING PROCESS:**

Stakeholders and neighborhood leaders including:

Downtown Priority Land Use Board  
Downtown Dayton Partnership  
Greater Dayton Regional Transit Authority  
Bike Miami Valley  
CityWide  
Miami Valley Regional Planning Commission  
Five Rivers MetroParks

### **ALTERNATIVES:**

The Plan Board may choose to:

1. Adopt the plan and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area. This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography.
2. Adopt the plan with modifications and/or conditions and find that it is consistent with the City's comprehensive plan, CitiPlan 20/20, reflects and supports the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area. This plan will serve as the in-depth downtown addendum to the Dayton Transportation Plan 2040 and guide investments in downtown's greater core geography.
3. Not adopt the plan because it is not consistent with the City's comprehensive plan, CitiPlan 20/20, nor does it reflect and support the Greater Downtown Dayton Plan, the Dayton Transportation Plan 2040, and other adopted plans and policies for the downtown area.

### **FUTURE ACTIONS:**

Adoption by City Commission

Prepared by: Susan Vincent

**ATTACHMENTS:**

*Map of Corridors, Districts, and Gateways*

*Letter of Support – Water Department*

July 13, 2020

**RE: Downtown Streetscape Guidelines and Corridor Plan**

The Downtown Landuse Priority Board met on July 13, 2020 to hear the presentation of the proposed Downtown Streetscape Guidelines and Corridor Plan. Scott Murphy of the DDP presented the plan.

The Board discussed the plan, asked some questions and made a few comments/suggestions. The Board liked the level of detail and felt positive about the Plan. Based on those discussions, the Downtown Landuse Priority Board, in a unanimous vote, supported the Downtown Streetscape Guidelines and Corridor Plan.

Sincerely,

*Michael Martin*

Michael Martin, Chairperson

Downtown Landuse Priority Board

July 2, 2020

**TO:** Ann Schenking  
Department of Planning  
City of Dayton Plan Board Secretary

**FROM:** Michele Simmons, Manager  
Division of Environmental Management  
Department of Water

**SUBJECT:** Downtown Streetscape Guidelines and Corridor Plan

The Department of Water, Division of Environmental Management (DEM) would like to express support for the Downtown Streetscape Guidelines and Corridor Plan. This plan has been collaboratively created and revised by the Downtown Dayton Partnership, CityWide, Department of Planning, and Department of Water. Among other aspects, the plan details guidelines for downtown streetscapes including street trees, planting beds, and green stormwater infrastructure. With input and assistance from DEM staff, these guidelines outline best practices related to urban stormwater management and outline a more sustainable vision for our downtown streets.

The Division of Environmental Management supports the approval of this plan by the City of Dayton Plan Board members and adoption of the plan by the City of Dayton Commission.

For questions regarding the stormwater-related sections of the plan, please contact Katie Norris.

APPROVED:

A handwritten signature in black ink, appearing to read "Michael Powell", written over a horizontal line.

Michael Powell, Director  
Department of Water

c: T. Kinskey, A. Schenking, T. Kroeger, S. Vincent, CMO, Commission Office, K. Norris

YOUR CITY.  
GREATER  
DOWNTOWN  
**DAYTON**  
PLAN  
YOUR PLAN.

# DOWNTOWN STREETSCAPE GUIDELINES & CORRIDOR PLAN



# THE ECONOMICS OF WALKABILITY

## CONNECTIVITY, WALKABILITY, & REAL ESTATE

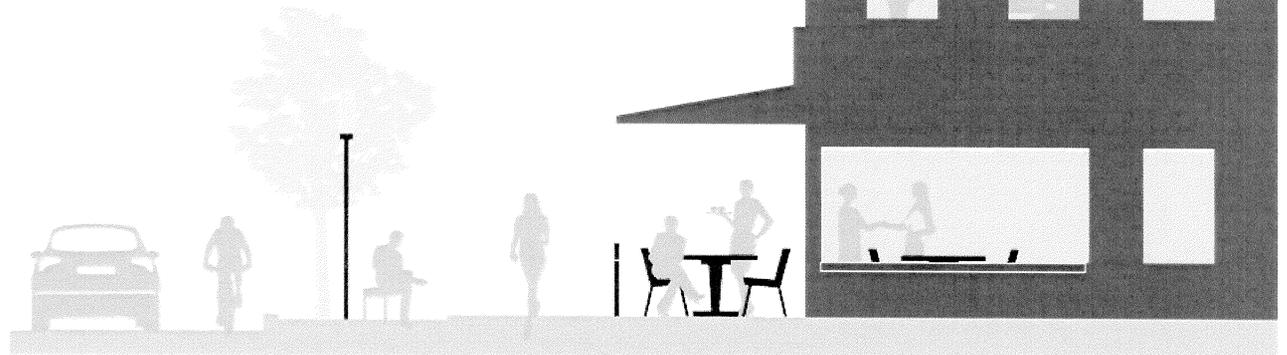
Walkability, connectivity, and placemaking are critical factors in where people choose to live and work; for years, affecting the national commercial and residential real estate market



# 44%

Office rent premium in walkable urban places over suburban office parks\*

\*Average for 29 largest U.S. Metros  
Source: George Washington School of Business



# STREETSCAPE GUIDELINES & CORRIDOR PLAN

## WHAT IS THIS PLAN?

- A set of guidelines, plans, and policies to set the vision for downtown’s streetscapes and corridors; lay the foundation for stronger place-based development over the next 15 years

## WHY NOW?

- Part of an ongoing live, learn, work, play, create strategy for downtown Dayton
- Street vibrancy, pedestrian continuity, and sense of place drive economic activity
- Significant downtown market momentum
- Upcoming development and infrastructure projects and the need to elevate the vibrancy of our streetscapes

## TWO PARTS OF THE PLAN

### Streetscape Design Guidelines

- Pedestrian Continuity
- Sidewalk Zones
- Lighting
- Tree Canopy
- Planting Beds
- Tree Lawns
- Green Infrastructure
- Outdoor Dining
- Bicycling Infrastructure
- Signage & Wayfinding
- Downtown Gateways
- Storefront Signage
- Downtown Parking
- Parking Lot Setback Guidelines

**EXAMPLE STREETSCAPE GUIDELINE**

**SIDEWALK ZONE DEFINITION & WIDTH MATRIX**

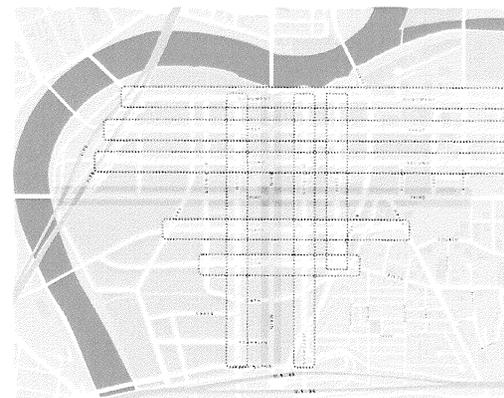
- Defines the intent and functionality of each sidewalk zone
- Sets recommended width composition based total width of the sidewalk



Sidewalk Width	0'	5'	10'	15'	20'	25'	30'	35'	40'	45'	50'	55'	60'
Car Zone	2.0'	2.4'	2.8'	3.0'	3.4'	3.8'	4.2'	4.6'	5.0'	5.4'	5.8'	6.2'	6.6'
Amenity Zone	0'	0'	2.0'	2.0'	3.0'	3.0'	4.0'	4.0'	5.0'	5.0'	6.0'	6.0'	6.0'
Walk Zone	5.4'	6.4'	6.8'	6.8'	6.8'	6.8'	6.8'	6.8'	6.8'	6.8'	6.8'	6.8'	6.8'
Bicycling Amenity Zone	0'	0'	0'	0'	1.0'	2.0'	2.4'	2.8'	3.2'	3.6'	4.0'	4.4'	4.8'

Take 1.5' space for wheelchair curb & ramp zone  
Take 1.5' distance between bike lanes & adjacent curb

### Detailed Corridor / Transportation Design



Detailed corridor planning and design includes: Main, Third, Ludlow, Jefferson, Monument, First, Second, Fourth, Fifth, and St. Clair streets

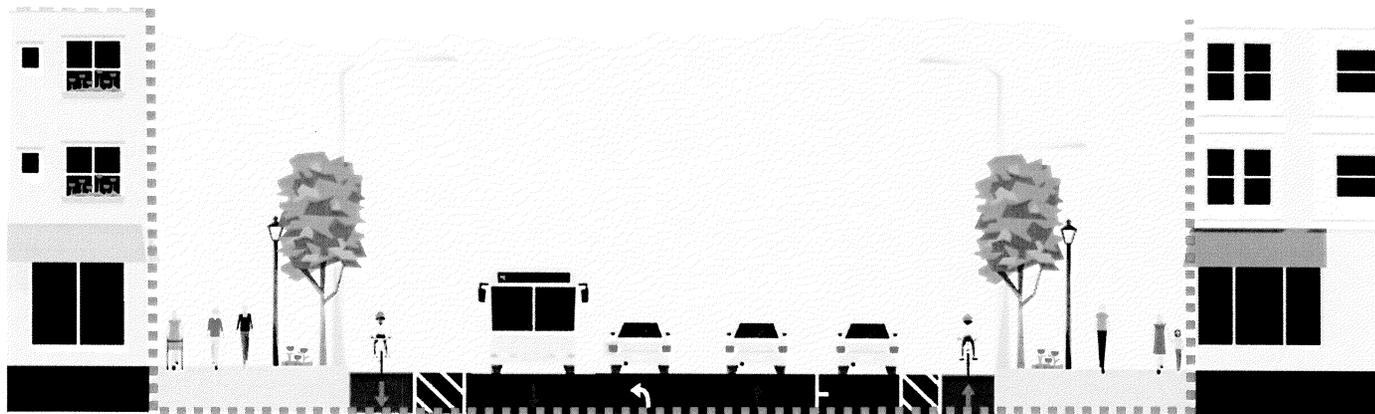
# GEOGRAPHIC IMPACT OF THIS PLAN

## SCALES OF DESIGN AND PLACEMAKING:

- **Corridors:** linear connections along the street grid linked by a shared sense of place
- **Districts:** geographic zones that share commonality of place and reinforce the public's understanding of downtown
- **Gateways:** the entry points to downtown that communicate a sense of arrival
- **The Public Realm:** downtown's first floor, which spans private property, sidewalks, roadways, and other elements that make up the city's living room
- **Curb to Building Face:** a subset of the Public Realm, but the most critical zone for creating a sense of place

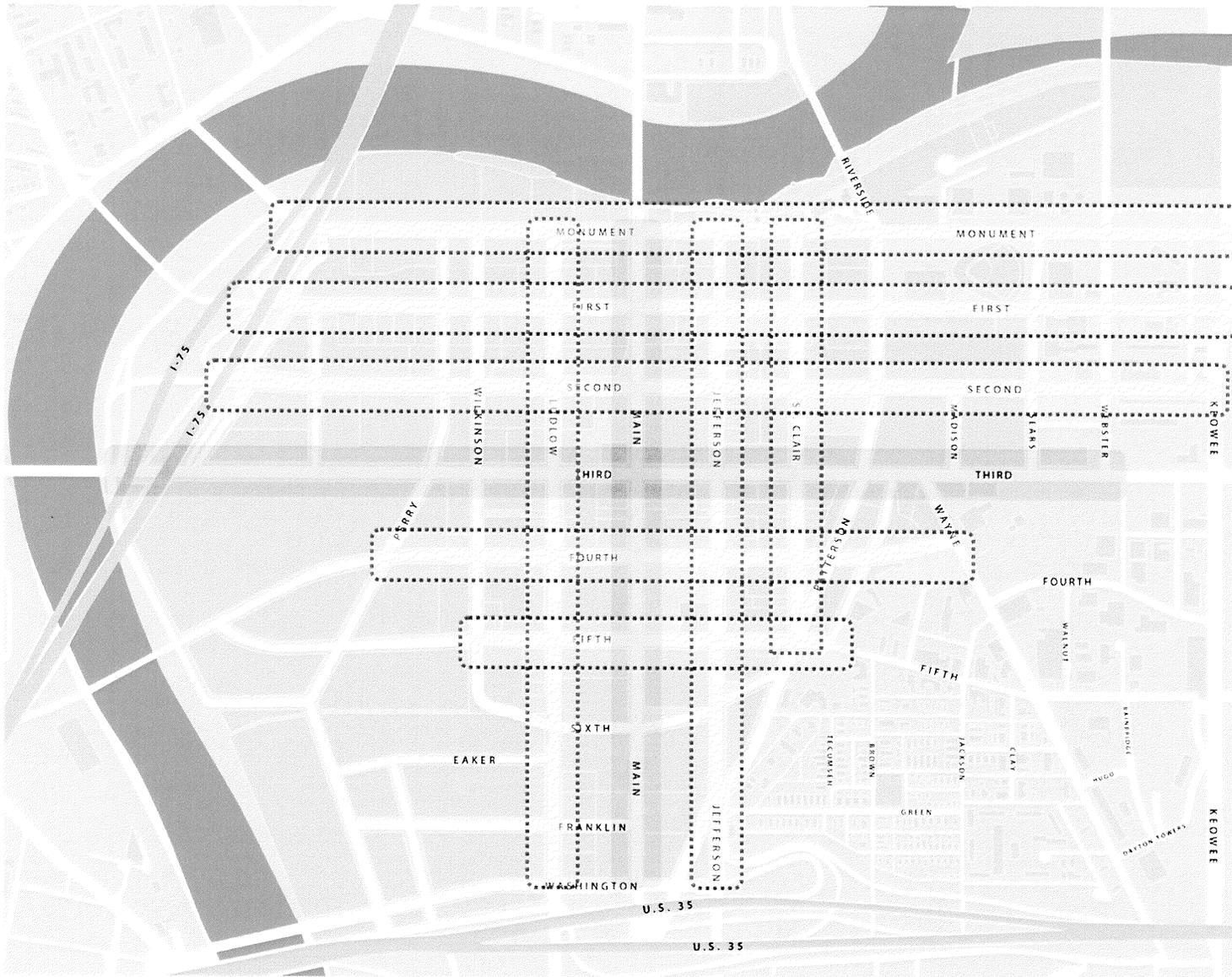


The Downtown Core

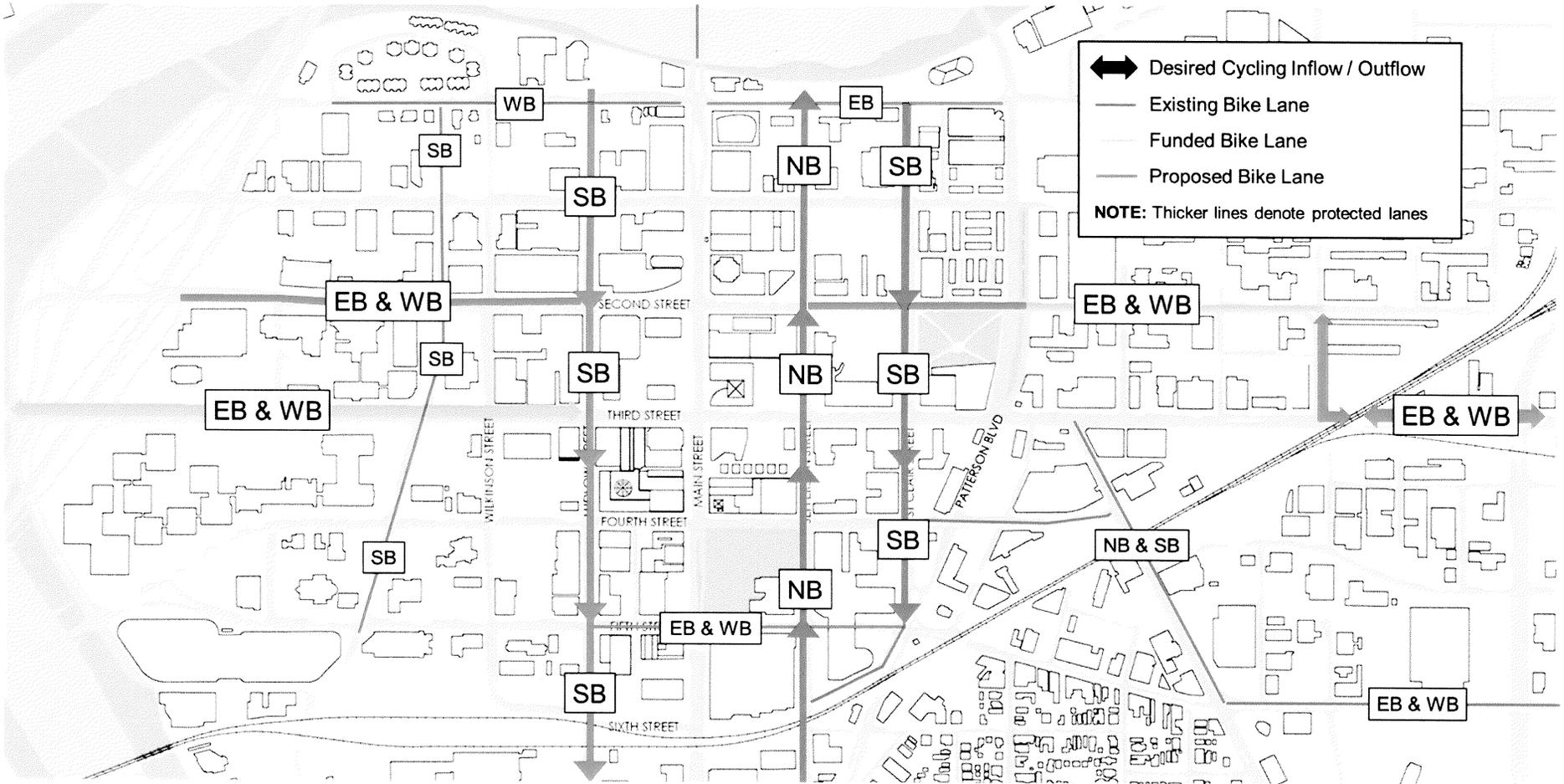


The Public Realm

# DETAILED CORRIDOR DESIGN



# CREATING A CYCLING NETWORK



# THE BIG IDEAS FROM THIS PLAN

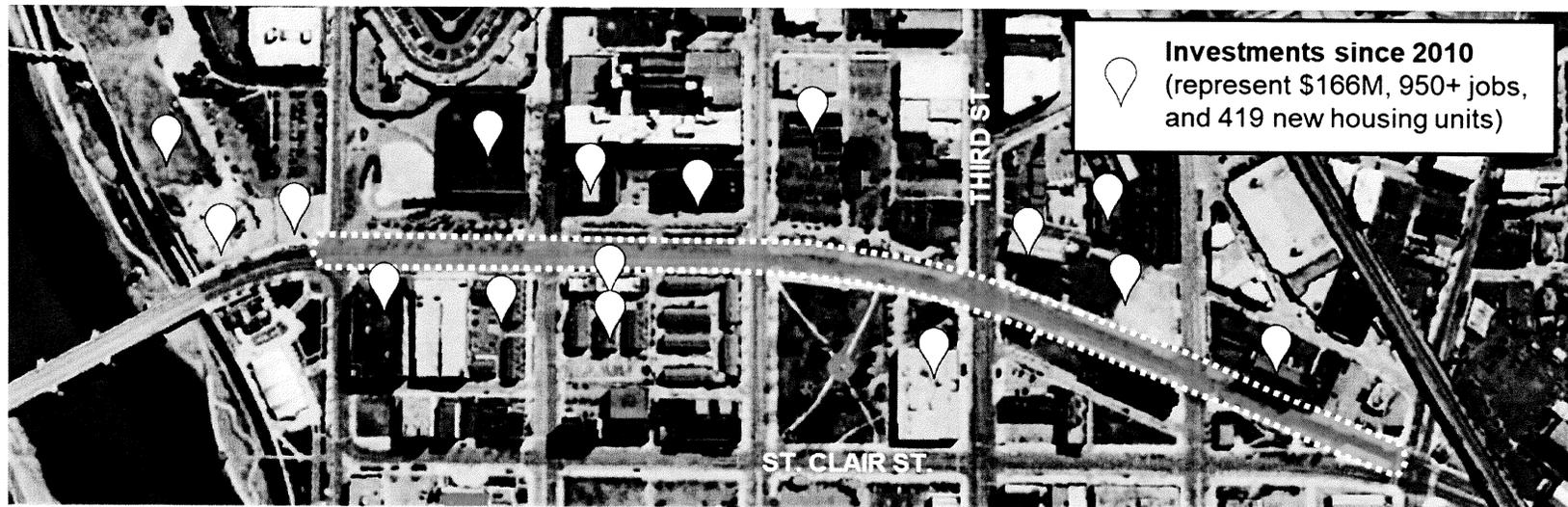
- A consistent (but still flexible) set of place-making design guidelines to elevate the aesthetic of downtown's public realm and drive street-level vibrancy
- A place-based corridor plan that recommends new infrastructure investments and leverages projects already in the pipeline to better connect the downtown
- Calmer, safer, and more walkable streets; slower vehicular traffic
- Continued conversion of some one-way streets back to two-way traffic
- A connected, safe, and user-friendly bicycling network
- Conversion of a significant portion of roadway into other uses: more than **three acres of new protected bike lanes**, addition of almost an **acre of new on-street parking**



# WHEN WE GET IT RIGHT

## PATTERSON BOULEVARD

- \$4 million invested over 15 years (completed in 2013)
- Helped catalyze more than \$166 million in mixed-use development and other private sector investment along Patterson Boulevard and adjacent properties
- 41:1 return on investment
- Another \$100+ million in pipeline



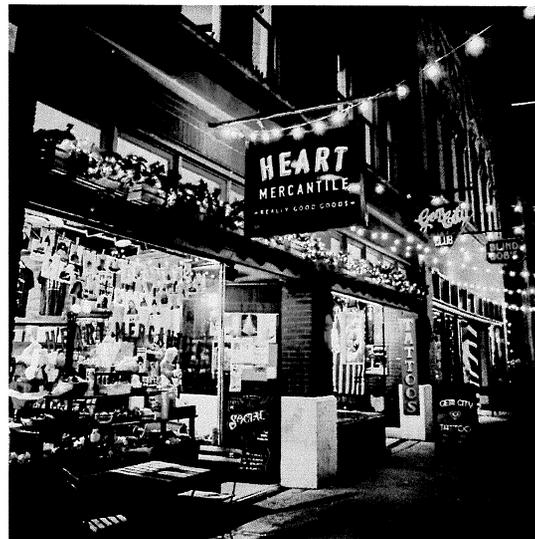
# STREETSCAPE & CORRIDOR PLAN EXAMPLES



# EXAMPLE STREETScape GUIDELINE

## DESIGNING FOR PEDESTRIAN CONTINUITY

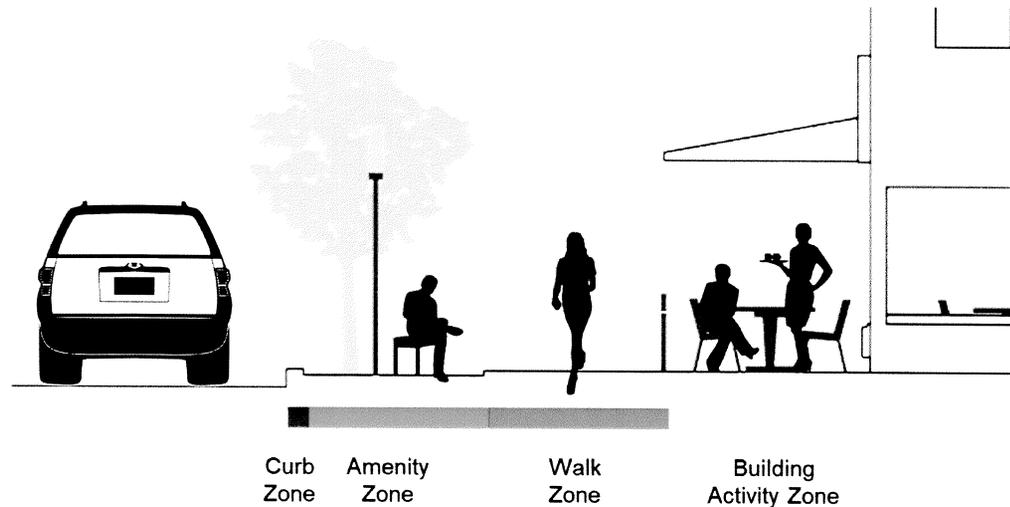
- Build to the sidewalk / street-wall-line
- Build to the intersection corner
- Make building fronts permeable, accessible, and visually connected
- No surface parking lots or “moats” in front of buildings



# EXAMPLE STREETScape GUIDELINE

## SIDEWALK ZONE DEFINITION & WIDTH MATRIX

- Defines the intent and functionality of each sidewalk zone
- Sets recommended width composition based total width of the sidewalk



Sidewalk Width	8'	9'	10'	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	>20'
<b>Curb Zone</b>	2'-6"	2'-6"	2'-6"	3'-0"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"	2'-6"
<b>Amenity Zone</b>	0"	0"	2'-6"	2'-6"	3'-6"	3'-6"	3'-6"	4'-6"	4'-6"	4'-6"	5'-6"	6'-0"	6'-0"	6'-0" min
<b>Walk Zone</b>	5'-6"	6'-6"	5'-0"	5'-6"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0"	6'-0" min
<b>Building Activity Zone</b>	0"	0"	0"	0"	0"	1'-0"	2'-0"	2'-6"	3'-0"	4'-0"	4'-0"	4'-6"	5'-6"	8'-0" min
	No trees		Trees in grates and can overlap curb & amenity zone		Trees in planters. Balance tree planter dimensions with outdoor dining. Bus shelters can be accommodated in amenity zones 4'-6" and greater									

# EXAMPLE STREETScape GUIDELINE

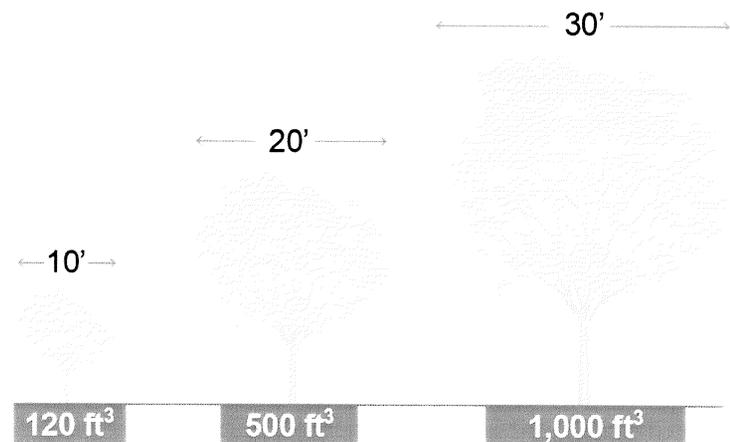
## TREE CANOPY DESIGN

*A robust tree canopy adds comfort to the urban environment and contributes to the overall walkability and health of our downtown:*

- The vision is for canopies to rise and spread above storefronts to keep signage visible while providing ample shade to pedestrians
- Achieving this vision requires thoughtful tree selection, intentional placement and soil volume, and the pruning of low branches as they grow and age
- Important Design Considerations:
  - Select large canopied trees tolerant of urban conditions
  - Plant in curbed or protected beds and tree lawns to keep soil uncompacted, aerated, and avoid drowning of root systems
  - Coordinated species of trees can provide continuity of design



**Recommended Soil Volumes**



# EXAMPLE STREETScape GUIDELINE

## CYCLING INFRASTRUCTURE HIERARCHY

- The goal is to create dedicated cycling corridors to enable cyclists of all skill levels to get around downtown safely and comfortably
- Based on the available right-of-way and a balance with other travel modes (pedestrian and vehicular traffic) and public realm functions, cycling infrastructure design preference should be given according the following hierarchy

**Separated & Protected Bicycle Lane**

**Separated & Protected Cycle Track**

**Buffered Bicycle Lane**

**Standard Bicycle Lane**

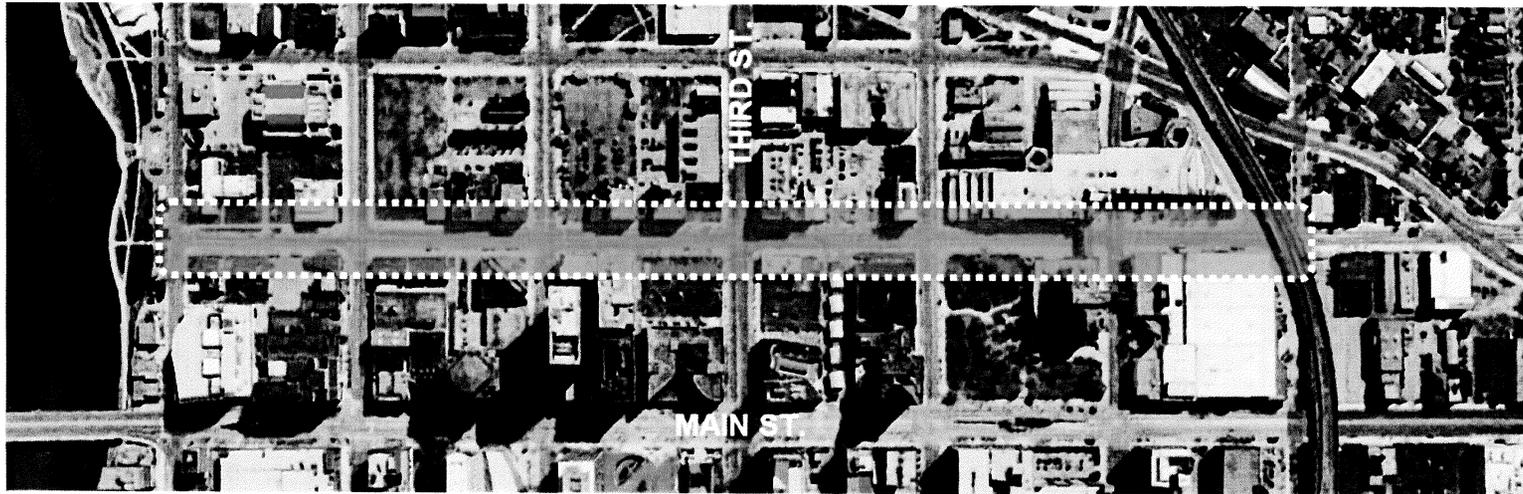
**Bicycle Sharrow**



Greater cyclist  
comfort and higher  
likelihood of usage

# EXAMPLE CORRIDOR DESIGN

## JEFFERSON STREET CORRIDOR



### DEVELOPMENT CONTEXT

**Corridor Definition:** Sixth St. to Monument Ave.

**Traffic Capacity:** 5,550 annual average daily traffic count (2016) compared to capacity for more than 20,000

**Current Assets:** Levitt Pavilion, Dayton Convention Center, RiverScape, CareSource

**Pipeline Development Projects:** Fire Blocks, Stratacache Tower

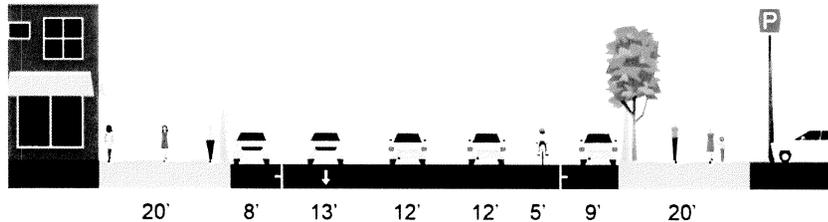
**Potential Future Development:** Several parking lot infill and adaptive reuse opportunities on both sides of Jefferson, continued activation of Oregon District garage



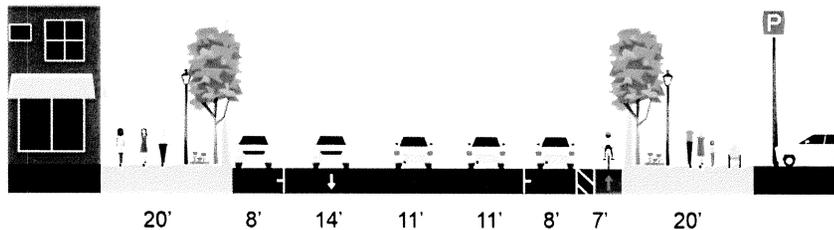
# EXAMPLE CORRIDOR DESIGN

## JEFFERSON STREET CORRIDOR: WRIGHT STOP PLAZA BLOCK

### EXISTING



### PROPOSED



FUNCTION &  
CONNECTIVITY

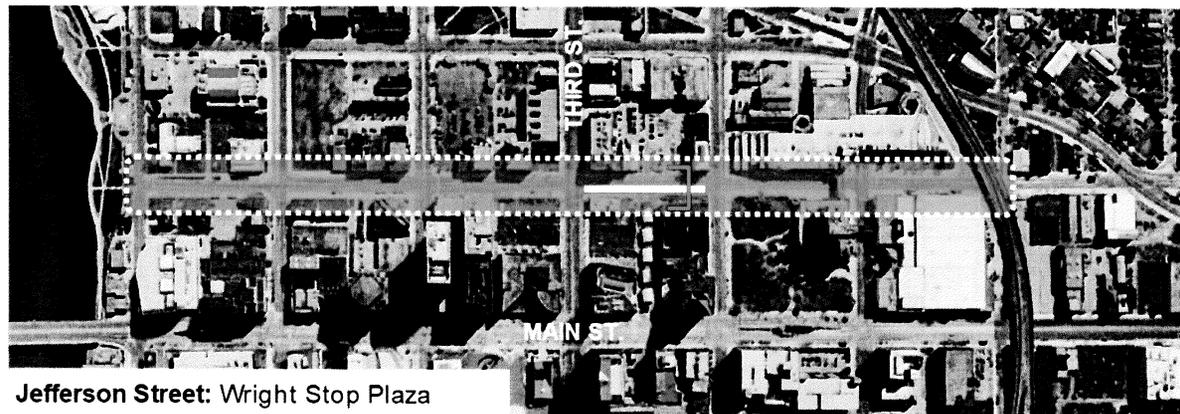
SENSE OF  
PLACE

### JEFFERSON DESIGN CONSIDERATIONS

- RTA routes to Third St. and Monument
- NB gateway from the south suburbs and Route 35
- NB bike route for cyclists from Brown / Warren and UD; also cyclists going to the CBD and RiverScape / bike trail from the Oregon District
- Could serve as major pedestrian artery between Levitt, Fire Blocks, and RiverScape, and Oregon District to the downtown core
- Currently sterile-looking, very wide, and car dominant; needs beautification / color, traffic calming, and pedestrian-friendly elements
- Significant development potential for restaurants and retail on Jefferson; could become a continuous storefront corridor from Levitt to RiverScape

### HIGHLIGHTS:

- Smaller lanes
- Upgrade to protected bike lane
- More street trees
- Pedestrian lighting
- Planting beds



Jefferson Street: Wright Stop Plaza

# WHO HAS BEEN INVOLVED?

## PLAN STEERING COMMITTEE

- Multiple City of Dayton staff:
  - Public Works
  - Planning & Community Development
  - Economic Development
  - Water Department
- CityWide Development
- Downtown Dayton Partnership

## PARTNER / STAKEHOLDER ENGAGEMENT

- Greater Dayton RTA
- Five Rivers MetroParks
- Sinclair College
- Bike Miami Valley
- DDP Executive Board
- Multiple developers and property owners
- Several others for signage & wayfinding



**THANK YOU! (AND QUESTIONS?)**



By .....

No. ....

**A RESOLUTION**

Concurring with the Adoption of the  
Downtown Streetscape Guidelines and  
Corridor Plan.

**WHEREAS**, The City Commission adopted its comprehensive plan (“CitiPlan 20/20”) on May 5, 1999, the Dayton Livable Streets Policy on February 3, 2010, the Greater Downtown Dayton Plan Priority Recommendations on November 17, 2010, the City of Dayton 2025 Bicycle Action Plan on September 7, 2011, revision to the Urban Designs Guidelines on January 23, 2013, the Greater Downtown Plan Progress Summary and Updated Recommendations, 2015-2020 on September 16, 2015, the Dayton Transportation Plan 2040 on September 6, 2017, the Dayton Riverfront Plan on October 10, 2018, and other plans for the greater Downtown Dayton geography; and

**WHEREAS**, The Downtown Streetscape Guidelines and Corridor Plan (“Plan”) builds on the directions, policies, and recommendations established in the aforementioned documents and serves as the in-depth downtown addendum to the Dayton Transportation Plan 2040; and,

**WHEREAS**, The City Plan Board, on July 14, 2020 in Case PLN2020-00076, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and adopted the Plan; now therefore,

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

Section 1. The City supports the recommendations in the Downtown Streetscape Guidelines and Corridor Plan and, in partnership with various organizations, government bodies, residents, businesses, and the Downtown Dayton Partnership, will use the Plan as the in-depth downtown addendum to the Dayton Transportation Plan 2040 to guide investments in downtown’s greater core geography.

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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