



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

AUGUST 26, 2020

8:30 A.M.

I. AGENDA SCHEDULE

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

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearing: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: **2020 Property Revaluation Project Update– (K. Keith)**
View on Spectrum Cable Channel 6 or
www.daytonohio.gov/govtv
Following the City Commission Meeting
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

AVIATION

- A1. Aviation Insurance Managers, Inc. (Aviation liability insurance through 08-24-22) \$155,612.00**

1. (Cont'd):

HUMAN RESOURCES

- B1. Burrs, Dr. Linda J. dba Step Up to Success! LLC** (professional executive coaching as needed through 12-31-20) **\$28,125.00**
- B2. Comptech Computer Technologies, Inc.** (temporary staffing services as needed through 12-31-23) **20,000.00**

POLICE

- C1. Brite Computers/Upstate Wholesale Supply** (twenty Getac Tablets) **44,800.00**

PUBLIC WORKS

- D1. Playcare LLC** (park sanitation and cleaning services as needed through 07-31-23) **682,500.00**

WATER

- E1. Infor Public Sector, Inc.** (annual software support and maintenance) **12,429.59**
- E2. Detection Instruments** (Hydrogen Sulfide meters) **10,821.16**
- E3. Process Pump & Seal, Inc.** (pump refurbishment, rehabilitation and rebuilding through 08-31-22) **45,000.00**
- E4. Greater Dayton Regional Transit Authority** (electric trolley line wires and poles) **12,244.94**
- E5. R and R Recovery Zone, Inc. dba Puroclean Emergency Services** (janitorial services) **15,551.52**
- Depts. of Aviation, Human Resources, Police, Public Works, and Water. **Total: \$1,027,084.21**

2. **Accela, Inc. – Service Agreement** – to provide services to upgrade the Accela Civic Platform software – Dept. of Information Technology. **\$60,000.00**
(Thru 12/31/21)

B. Construction Contracts:

3. **Double Jay Construction, Inc. – Award of Contract** – for the Alberta – Brown Streets Water Main Improvements (5% SBE, 10% MBE & 5% WBE Participation Goal/5% SBE, 10.01% MBE, & 5% WBE Participation Achieved) – Dept. of Water/Water Engineering. **\$1,600,462.60**
(Thru 05/31/22)

- 4. **Municipal & Contractors Sealing Products – Award of Contract** – for the Harvard Boulevard Storm Sewer Lining (10% SBE Participation Goal/11.5% SBE Participation Achieved) – Dept. of Water/Water Engineering. **\$859,538.05**
(Thru 05/31/22)

D. Neighborhood Grants:

- 5. **Mile Two, LLC – Development Agreement** – to assist in the relocation and expansion of the business in Dayton to 601 East Third Street – Dept. of Economic Development. **\$130,000.00**
(Thru 12/31/25)

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

- 6. **No. 6526-20** Authorizing the Acceptance of the Fiscal Year 2019 Assistance to Firefighters Grant in the Amount of One Hundred Six Thousand Nine Hundred Sixty-Five Dollars and Seventy-One Cents (\$106,965.71) by the Federal Emergency Management Agency (“FEMA”), Authorizing the Required Matching Funds in the Amount of Ten Thousand Six Hundred Ninety-Six Dollars and Fifty-Seven Cents (\$10,696.57), and Declaring an Emergency.

Resolution – First Reading:

- 7. **No. 6527-20** Declaring the Intention of the Commission to Vacate Cooper Street from Meigs Street to the East Property Line of City Lot #2913.

Resolution – Second Reading:

- 8. **No. 6525-20** Concurring with the Adoption of the Northwest Dayton Neighborhoods Vision Plan.

VI. MISCELLANEOUS:

- ORDINANCE NO. 31830-20**
- RESOLUTION NO. 6528-20**
- IMPROVEMENT RESOLUTION NO. 3598-20**
- INFORMAL RESOLUTION NO. 979-20**



City Manager's Report

From 2730 – PMB/Procurement

Date August 26, 2020

Expense Type Purchase Order

Total Amount \$1,027,084.21

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) P0201042 – AVIATION INSURANCE MANAGERS, INC., UNIONTOWN, OH

- Aviation liability insurance.
- This insurance is required to finance liability risks associated with operations of Dayton's Department of Aviation and extends various forms of coverage with limits up to \$100,000,000.00 per occurrence and in the aggregate.
- This order establishes a firm fixed premium rate for an additional one year renewal at the City's sole discretion.
- Aviation Insurance Managers, Inc. is recommended to ensure continuity of services.
- This insurance coverage period is from 8/24/2020 through 8/24/2021.
- The Department of Aviation requests additional authority of \$77,806.00 for the coverage period of 8/24/2021 through 8/24/2022.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Insurance - Contractual	51000-3210-1181-43	\$77,806.00
2021	Insurance - Contractual	51000-3210-1181-43	\$77,806.00

Melena A. Wilson, CPPB
 Division
Diane Z Phares 8.8.2020
 Department
[Signature]
 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

HUMAN RESOURCES(B1) P0201034 – BURRS, DR. LINDA J. dba STEP UP TO SUCCESS! LLC, MIAMISBURG, OH

- Professional executive coaching as needed through 12/31/2020.
- These services are required to provide executive coaching in leadership, organizational performance and interpersonal skills.
- Burrs, Dr. Linda J. dba Step Up To Success! LLC is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated.
- The Department of Human Resources 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	Training Counseling	51000-3210-1156-43	\$28,125.00

(B2) P0200095 – COMPTECH COMPUTER TECHNOLOGIES, INC., CENTERVILLE, OH

- Temporary staffing services as needed through 12/31/2020.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18066JL with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of \$20,000.00 by \$20,000.00 for a total not to exceed \$40,000.00 and therefore requires City Commission approval.
- The Department of Human Resources recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Professional Services	65000-5610-1159-62	\$20,000.00

POLICE(C1) P0201037 – BRITE COMPUTERS/UPSTATE WHOLESALE SUPPLY, VICTOR, NY

- Twenty (20) Getac Tablets.
- These goods are required to technologically retrofit twenty (20) Dodge Durango Pursuits required for daily operations.
- Brite Computers is recommended based upon recent low bid and to ensure consistent quality, compatibility and operational continuity; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Motorized Equipment	10000-6210-1412-71	\$44,800.00

PUBLIC WORKS – STREET MAINTENANCE(D1) P0201041 – PLAYCARE LLC, TROY, OH

- Park sanitation and cleaning services as needed through 12/31/2020.
- These services are required to minimize exposure of the COVID-19 infection to City of Dayton residents as a result of the COVID-19 pandemic.
- Thirty-seven (37) possible vendors were solicited and fourteen (14) responses were received. This order establishes a price agreement per IFB 20034JL with firm pricing through 7/31/2023.
- The Department of Public Works requests additional authority of \$585,000.00 through 12/31/2021.
- The Department of Public Works 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	Supplies and Materials	10000-9980-1301-99	\$97,500.00
2021	Supplies and Materials	10000-9980-1301-99	\$585,000.00

WATER – WATER ENGINEERING(E1) P0201035 – INFOR PUBLIC SECTOR, INC., ALPHARETTA, GA

- Annual software support and maintenance.
- These services are required for the annual support and maintenance for fifty (50) Infor Field Inspector licenses.
- This system is a copyrighted intellectual property of the Infor Public Sector, Inc., the original software developer and sole source for these products and services; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Computer Maintenance	53000-3421-1164-54	\$12,429.59

WATER – WATER RECLAMATION(E2) P0200220 – DETECTION INSTRUMENTS, PHOENIX, AZ

- Hydrogen sulfide meters.
- These goods are required to monitor the collection system for extra-strength wastewater cost recovery, environmental compliance and safety.
- Detection Instruments is recommended as the sole source distributor for App-Tek International PTY Ltd. brand products in the United States; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of \$12,000.00 by \$10,821.16 for a total not to exceed \$22,821.16 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Infrastructure	55003-3460-1424-54-SF1415	\$10,821.16

WATER – WATER SUPPLY AND TREATMENT(E3) P0201036 – PROCESS PUMP & SEAL, INC., TRENTON, OH

- Pump refurbishment, rehabilitation and rebuilding.
- These services are required to cover repairs to various pumps throughout the division.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18055S with pricing through 8/31/2022.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Supplies and Materials	53000-3430-1301-54	\$45,000.00

WATER – WATER UTILITY FIELD OPERATIONS(E4) P0201039 – GREATER DAYTON REGIONAL TRANSIT AUTHORITY, DAYTON, OH

- Electric Trolley line wires and poles.
- These goods and services are required for reinstallation of the wires and poles at the Keowee Street location due to the water main break.
- 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.
- Greater Dayton Regional Transit Authority qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Maintenance of Facilities	55000-3445-1172-54	\$12,244.94

(E5) P0201038 – R AND R RECOVERY ZONE, INC. dba PUROCLEAN EMERGENCY SERVICES, MORaine, OH

- Janitorial services.
- These services are required for cleaning and removal of water at the Sewer Maintenance Building due to the water main break.
- 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 Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Other Maintenance of Facilities	55000-3445-1172-54	\$15,551.52

The aforementioned departments recommend approval of this order.



City Manager's Report

From 5560 - Information Technology

Supplier, Vendor, Company, Individual Name Accela, Inc.

Address 2633 Camino Ramon, Suite 500
San Ramon, California 94583

Date August 26, 2020

Expense Type Service Agreement

Total Amount \$ 60,000.00 (thru 12/31/21)

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Technology Fund	40018-5560-1159-65	\$60,000.00

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

Description

Professional Services Agreement

The Department of Information Technology requests permission to enter into a professional service agreement with Accela, Inc. Accela, Inc. will provide services necessary to upgrade the Accela Civic Platform software to the latest major version utilized by the Departments of Economic Development and Planning and Community Development. These professional services include, but are not limited to the following; project management, technical support, training and all product upgrades within the test and production environments. The agreement shall commence upon execution and expire on December 31, 2021, for the total amount of \$60,000.00.

Accela, Inc. is the contract owner for the Accela Civic software products and the sole source provider of sales and support for all Accela products.

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

A Certificate of Funds in the amount of \$60,000.00 and a copy of the agreement are attached.

Foster, Desa Digitally signed by Foster, Desa
Date: 2020.08.14 08:22:58 -0400

Division
Kenneth R. Couch Digitally signed by Kenneth R
Couch
Date: 2020.08.14 11:08:10 -0400

Department

City Manager

FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Clerk

Date

MEMORANDUM



August 13, 2020

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Desa Foster, Manager *dlf*
Department of Information Technology

SUBJECT: Service Agreement for Accela, Inc.

Attached please find a service agreement between the City of Dayton and Accela, Inc. for professional services through December 31, 2021. The purpose of the upgrade is to bring the Accela Civic Platform software version to the latest supported release. This solution is the primary service request and work order system used by the Departments of Economic Development and Planning and Community Development.

If you have any questions, please feel free to call me at extension 6349.

APPROVED:

**Kenneth R.
Couch**

Digitally signed by
Kenneth R. Couch
Date: 2020.08.14 11:09:01
-04'00'

Kenneth R. Couch, Interim Director Date
Department of Information Technology

Attachments

ACCELA PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“PSA” or “Agreement”) is entered into on the date last set forth on the signature page by and between Accela Inc., a California corporation with a principal place of business at 2633 Camino Ramon, Suite 500, Bishop Ranch, San Ramon, California 94583 (“Accela”) and the City of Dayton, Ohio, (“City”) a municipal corporation in and of the State of Ohio, together referred to as “Parties” and individually as “Party.”

Purchase or use of the Software (defined below) is subject to this PSA. This PSA governs the provision by Accela, and the receipt by Customer, of the Professional Services (defined below) that Accela agrees to provide to Customer.

1. SCOPE OF SERVICES.

1.1. Subject to this PSA, Accela will provide Customer with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively “Professional Services”) as set forth in the applicable Statements of Work (each an “SOW”), attached hereto as Exhibit A, or Accela order forms executed by Accela and Customer (each an “Order”). Any such SOW or Order must reference this PSA. For purposes of this PSA, “Software” means the Accela software products and/or software-as-service subscriptions purchased by Customer under a separate agreement with Accela or its authorized resale partner.

1.2. Each SOW or Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a “Deliverable”); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All SOWs and Orders will be deemed part of and subject to this PSA.

1.3. Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated herein by reference at the time of Customer’s purchase or Accela’s performance of such Professional Service; and/or (ii) performed by Accela, its affiliates, partners or subcontractors acting within or outside of the United States. No work is to be performed or assigned to Accela affiliates, partners or subcontractors without the prior written consent of the City (email accepted).

2. ACCEPTANCE.

2.1 Acceptance and Nonconformance. Customer is responsible for reviewing and testing all Deliverables in accordance with each SOW or Order pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the Parties for a Deliverable within the mutually agreed timeframes established in the SOW project plan or schedule. Customer will provide Accela with written notification of acceptance for each Deliverable within twenty (20) business days after delivery. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the Parties for such Deliverable, Customer must so notify Accela in writing within twenty (20) business days after Accela’s submission of the Deliverable, specifying the deficiencies in detail. If Customer does not so notify Accela within twenty business (20) days, the Professional Services will be deemed accepted. Accela will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer within twenty (20) business days. If a Deliverable fails to materially meet the acceptance criteria specified

in the applicable SOW after its resubmission to Customer, Customer may terminate the relevant SOW immediately upon written notice.

3. CHANGE MANAGEMENT PROCESS.

3.1. If Customer or Accela requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW or Order, or as a result of a delay as set forth in Section 5.2 "Customer Delay", the Party seeking the change will propose the applicable changes by written notice.

3.2. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each Party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Accela will prepare a change order describing the proposed changes to the SOW and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a "Change Order").

3.3. Change Orders will not be binding until they are executed by both Parties. Executed Change Orders will be deemed part of, and subject to, this PSA. If the Parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

3.4. In the event of a Customer Delay (as set forth in Section 5.2) or Customer requires significant changes to any SOW (either individually or cumulatively across Change Order(s)) which Accela reasonably determines is; (i) a material modification of the nature or scope of Professional Services being purchased; (ii) significantly outside any Supported Configuration (defined below or as detailed in the SOW), and/or (iii) the Parties cannot agree to a Change Order based upon a Customer Delay, Accela may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable SOW(s) and/or Change Order(s). In the event of any such termination or suspension, the Parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Accela will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables. A "Supported Configuration" means a configuration of the Software that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela.

4. OWNERSHIP RIGHTS AND LICENSES

4.1. License for Deliverables. Subject to this PSA and upon payment of fees due under an applicable SOW or Order Form, Accela grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Software. Notwithstanding any other provision of this PSA: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Accela to develop the Deliverables. No additional licenses are being procured with this agreement as the City currently holds all needed licenses through previous agreements.

4.2. Proprietary Rights. As between the Parties, Accela shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Accela's products or services, whether

created by Accela or Customer, together with all Confidential Information, intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership.

4.3. Software and Deliverables. Accela Software and Deliverables are Accela proprietary and Confidential Information and except to the extent expressly permitted by applicable law, and to the extent Accela is not permitted by applicable law to exclude or limit the following rights, Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any Party except as expressly permitted by Accela

4.4. Processes & Know-How. Accela will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Accela in performance of the Professional Services. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

4.5. Conflicts. In the event any language conflicting with this Section 4 is added to any SOW, Order or Change Order, the Parties expressly agree that such statements will have no effect on Accela's rights as set out herein and as between such conflicting language and this Section 4, Section 4 will govern.

5. COOPERATION

5.1. Customer Cooperation. Accela's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Accela to perform its obligations under each SOW or Order Form; (ii) timely delivering any materials and other obligations required under each SOW or Order Form; (iii) providing Accela with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Accela to perform the Professional Services; (iv) timely responding to Accela's inquiries related to the Professional Services; (v) assigning a project manager for each SOW or a primary point of contact for Accela; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Accela, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Accela.

5.2 Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, it will be fully addressed utilizing the aforementioned Change Management Process at Section 3.

6. PAYMENT TERMS.

6.1 Invoicing and Payment. Customer will pay Accela fees calculated in accordance with the terms set forth in the applicable SOW or Order Form. The total amount payable under this Agreement shall not exceed Sixty Thousand Dollars and No Cents (\$60,000.00) inclusive of travel expenses, which shall not

exceed a total of \$7,800.00. Accela will invoice Customer for the Professional Services fees as designated in the applicable SOW or Order upon full completion of each deliverable activity minus a 20% retainage to be held until all the deliverable activities have been completed. Professional Services fees minus the aforementioned retainage are due upon invoiced and payable within thirty (30) days of the invoice date. If Customer has a good faith dispute regarding any invoice or portion thereof, Customer will notify Accela within 30 days of the date of Accela's invoice with sufficient detail in or order for Accela to research the dispute. If only a portion of the invoice is disputed, Customer will pay the undisputed portion and the Parties will endeavor to resolve the disputed portion. Accela's acceptance of Customer payment for the undisputed portion of the invoice will in no way limit Accela's right and remedies, including demand for payment, as to the disputed portion of the invoice.

6.2 Billing Info & Overdue Charges. Customer is responsible for keeping Accela accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees, excluding the retainage, are not disputed and not received from Customer by the due date, they will accrue simple, non-compounded interest at an annual rate of five percent (5%)

6.3 Overdue Payments and Suspension of Professional Services. If any undisputed amount owing by Customer under this Agreement is thirty (30) days or more overdue, Accela will notify the customer in writing of such overdue payment and allow fourteen (14) days for Customer to remedy the overdue obligation. After said fourteen day period, if the undisputed amount is unpaid, Accela may, without limiting its other remedies, suspend its performance of Professional Services until such amounts are paid in full.

6.4 Taxes. Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Accela with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Accela is solely responsible for taxes assessable against it based on Accela's income, property and employees.

7. WARRANTY & DISCLAIMERS.

7.1 Warranty. Accela warrants that the Professional Services, Deliverables and Tools will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Accela's industry. For any breach of the above warranty, Customer's entire liability will be the re-performance of the applicable Professional Services. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services. Section 7 sets forth the sole an exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this PSA. To the maximum extent permitted by applicable law, except as expressly provided herein, Accela does not make any warranties of any kind, whether express, implied, statutory or otherwise, and Accela specifically disclaims all implied warranties, including any warranties of merchantability, non-infringement or fitness for a particular purpose, or any warranties arising out of course of dealing or usage of trade. Except as provided herein, the Professional Services and Deliverables provided to Customer are on an "as is" and "as available" basis.

8. MARIJUANA-RELATED BUSINESS.

Accela is considered a software service provider to its customers and not a marijuana-related business or agent thereof. In addition to the foregoing, Accela only retains fees in accordance with Section 6 (Payment Terms) of this Agreement from its Customer, a state or local government agency, and does not retain these fees from any type of end user, including applicants.

- 8.1.1. It is the sole responsibility of the Customer or end user to offer state law compliant services, which may be coordinated and facilitated through the use of the Professional Services.
- 8.1.2. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.
- 8.1.3. Customer expressly acknowledges and assumes full responsibility for cooperating with the laws of the state or country of its residency.

9. TERM AND TERMINATION.

9.1. Term. This PSA commences on the date of last signature (“**Effective Date**”) and will remain in effect until terminated in accordance with this section or four (4) months after the effective date but not to exceed the date of June 30, 2021. Each SOW or Order will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable SOW or Order.

9.2. Once signed by the Parties, a SOW and/or an Order will be non-cancellable, except as otherwise explicitly stated in such SOW or Order.

9.3. Termination. This PSA will terminate automatically when all agreements to which this PSA is incorporated and/or all SOWs and Orders referencing this PSA are, terminated or expired or all deliverable activities are completed. Either Party may terminate this PSA for cause: (i) upon thirty (30) days’ notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4. Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer’s outstanding payment obligations to Accela in respect of Professional Services and Deliverables provided prior to such termination. Upon any termination of this PSA, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

10. CONFIDENTIALITY.

10.1. Definition. As used herein, “**Confidential Information**” means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a Party (the “**Disclosing Party**”) to the other Party (“**Receiving Party**”) for purposes arising out of or in connection with this PSA or an Order or SOW that: is marked “confidential” or “proprietary” at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party

prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Accela regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

10.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

10.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

10.4. Customer's Confidential Information. Accela will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Accela may use aggregate Customer Confidential Information for Accela development, internal training and other reasonable business purposes not specific to Customer or its End Users.

11. Indemnification

11.1. Accela agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Accela or its employees, subcontractors, or agents that arise in any way out of the performance or non-performance of the PSA. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

12. LIMITATIONS OF LIABILITY.

IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED \$1,000,000. .

12.1. Exclusion of Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 10, CONFIDENTIALITY, OR CUSTOMERS BREACH OF SECTION 4, OWNERSHIP RIGHTS AND LICENSES, NEITHER THE CUSTOMER, ACCELA NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROFESSIONAL SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR

SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR ANY SOW, CHANGE ORDER OR ORDER, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR DELIVERABLES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT ACCELA OR THE CUSTOMER HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

13. GENERAL

13.1 **Notice.** Except as otherwise specified in this PSA or a SOW, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day) (iv) if mailed, three (3) business days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Software (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1). Each party will provide an email address for communication and notice purposes relating to a SOW or Order (e.g., Change Orders, acceptance of Deliverables, etc.) (or subsequent email addresses advised by a Party). Customer agrees to accept emails from Accela at the e-mail address stated in the SOW or Order. All notices of a legal nature (including but not limited to notice of breach under the PSA, or non-payment), shall be addressed to the Parties at the addresses set forth below or such other address as either Party may from time to time designate in writing to the other Party:

Customer:
City of Dayton, Ohio
Information Technology
130 W. Second Street, Suite 320
Dayton, Ohio 45402
Attn: Desa Foster, Information Technology Manager

Accela :
Accela Inc.
2633 Camino Ramon, Suite 500
Bishop Ranch, San Ramon, California 94583
Attn: Chief Legal Officer

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

13.2 **Governing Law and Jurisdiction.** 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.

13.3 Compliance with Laws. Each Party will comply with all applicable laws and regulations with respect to its activities under this PSA including, but not limited to, privacy laws, the export laws and regulations of the United States and other applicable jurisdictions.

13.4 Relationship of Parties. Accela's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither Party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA will be deemed to create any agency, partnership or joint venture relationship between the Parties. Accela reserves the right to use third parties (who are under a covenant of confidentiality with Accela), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

13.5 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this PSA will constitute a waiver of that right. Other than as expressly stated in this PSA, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

13.6 Severability. If any provision of this PSA is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this PSA will remain in effect. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.7 Assignment. Neither party may assign any of its rights hereunder without the prior written consent of the other Party which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation of services to be performed in violation of this Section shall be null and void. No assignment or delegation of services to be performed shall relieve the assigning party of any of its obligations hereunder

Notwithstanding the foregoing, nothing contained in this Article shall prevent Accela from employing independent consultants, associates, and sub-consultants to assist in the performance of its obligations under this Agreement.

13.8 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective [permitted] successors and [permitted] assigns

13.9 Publicity. Subject to the provisions of Section 10, each Party will have the right to publicly announce the existence of the business relationship between Parties. In addition, during the period of Customer's use of the Software, Accela may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Accela's website and marketing materials to identify Customer as Accela's customer, and for providing the Professional Services and Software to Customer; provided that, Accela will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

13.10 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to cause beyond its reasonable control.

Performance times shall be considered extended for at least a period of time equivalent to the time lost because of such delay.

13.11 Dispute Resolution. This Agreement is governed by the laws of the State of Ohio. Unless otherwise specified herein, the rights and remedies of both Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

13.12 Equal Employment Opportunity. Neither Party shall 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 “**Equal employment opportunity provisions required**” of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Accela from receiving future City contracts.

13.13 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.14 Independent Consultant. By executing this Agreement, Accela acknowledges and agrees that it will be providing services to the City as an “Independent Consultant”. As an Independent Consultant for the City, Accela shall be prohibited from representing or allowing others to construe the Parties’ relationship in a manner inconsistent with this Article. Accela 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.

13.15 Personnel. Accela and Customer, employees and any persons retained or hired by Accela or Customer, as applicable, to perform the duties and responsibilities under this Agreement are not employees of the other Party, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the benefits of employment with the other Party, including but not limited to retirement benefits, stock options, medical and vacation benefits. Accela acknowledges its employees are not “public employees” for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (“OPERS”) Each Party shall be responsible to withhold and pay, or cause such agents, consultants and sub-consultants to withhold and pay, all applicable local, state and federal taxes.

13.16 No Third-Party Beneficiaries. The Parties agree that this Agreement is for the sole benefit of the Parties hereto and their respective permitted assigns and nothing herein, express, or implied is intended to confer any legal or equitable rights or benefits or any remedy of any nature whatsoever (including

under the Contracts Rights of Third Parties Act 1999) on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

13.17 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. WHERE APPROVAL OF THE COMMISSION OF THE CITY OF DAYTON, OH IS REQUIRED, ACCELA SHALL NOT START ANY WORK UNTIL SUCH APPROVAL IS OBTAINED IN WRITING.

13.18 Political Contributions. Accela affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

13.19 Integration. This Agreement, including all Exhibits and attachments, evidences the complete understanding and agreement of the Parties with respect to the subject matter hereof and supersedes and merges all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof

13.20 Survival. All provisions of this Agreement relating to proprietary rights as described in Section 4, Section 6.5 Taxes, Section 9.5 Effect of Termination, Confidentiality and Non-Disclosure as described in Section 10, Section 11 Indemnification, Section 12 Limitation of Liability, and Section 13 General, shall survive the termination of this Agreement.

13.21 Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

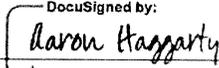
13.22 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13.23 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related SOWs, the statements in the body of this Agreement shall control unless the SOW references the specific section and language of this Agreement in which the SOW intends to modify. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this PSA is incorporated, any Order or other order documentation, any SOW, or any Change Order will be incorporated into or form any part of this PSA unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null and void.

IN WITNESS WHEREOF, the Parties hereto have executed this PSA as of the dates listed below.

ACCELA

City of Dayton, Ohio

By: 
(Signature) DocuSigned by: AD4499D928344DB...

By: _____
(Signature)

Aaron Haggarty

(Print Name)

(Print Name)

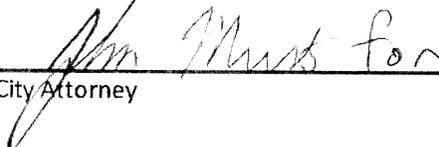
Its: Chief Legal Officer
(Title)

Its: _____
(Title)

Dated: 8/11/2020
(Month, Day, Year)

Dated: _____
(Month, Day, Year)

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2020

Min. / Bk. _____ Pg. _____

Clerk of the Commission

Exhibit A

Statement of Work

Accela Civic Platform Software Upgrade

Dayton, OH

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
3/16/2018	E. Strang	1	SOW Creation
6/21/2018	E. Strang	1	SOW Update
9/10/2018 2/1/2019	E. Strang J Yezza	2	SOW expiration added SOW expiration added
2/4/2019	D Evans	3	Pricing Update changed rate to \$225; Corrected scope statements to match pricing of two environments.
2/8/2019	Yezza	3a	Changed V9 to Current Version
2/21/2019	D Evans	4	Added 40 hours of training
4/17/2019	D Jones	5	Updated SOW
5/2/2019	D Jones	6	Updated SOW
8/22/2019	D Johnson	7	Update SOW
6/18/2020	D Johnson	8	Updated Agreement and Exhibit A
06/26/2020	D Johnson	9	Updated Agreement and Exhibit A
07/27/2020	D Jones	10	Updated Exhibit A, Appendix A, Appendix B

STATEMENT OF WORK

OVERVIEW

This Statement of Work (“SOW”) sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by Accela (“Accela”) to Dayton, OH (“City”) and in compliance with the corresponding Professional Services Agreement.

The goal of this effort is to:

- Upgrade 2 environments to the latest version of Accela Civic Platform
- Provide upgrade training (content detailed below)
- Provide upgrade support

The purpose of this project is to work with the City in upgrading their environments to the latest Accela Civic Platform version. Accela will collaborate with the City to understand their infrastructure to support the upgrade activities defined within this SOW. The Accela Project Manager will work with the City Project Manager to refine a project schedule to support the upgrade activities, assign responsibilities, and kick-off the project. In addition, the Accela Project Manager will conduct weekly status meetings with the City Project Manager to ensure all scheduled activities are occurring as planned.

Accela will schedule a discovery session to better understand the City’s environments and any issues or concerns the City has regarding the upgrade prior to the start of any upgrade activities. If during these discovery sessions it’s determined that the standard upgrade approach will not support the City, Accela will work with the City to determine next steps and define the unique requirements for the upgrade. Any resulting Change Orders will be agreed upon by both parties prior to these activities to determine the impact to this SOW.

A key step in the upgrade process is the City’s understanding of new product functionality in the latest Accela Civic Platform. Accela will conduct a half day training on the new product features so that the impact to the City’s upgrade can be understood and accounted for.

1. The approach for the upgrade: Accela recommends the following activities for the upgrade:
 - a. Refresh Test environment with Production data. This involves taking a back-up of the Production environment to be installed in the Test environment prior to the upgrade.
 - b. Once the back-up has been installed in the Test environment Accela will upgrade the Test environment with the latest Accela Civic Platform version.
 - c. At this point, Accela will verify the third-party interfaces are communicating with Accela.
 - d. Once testing is complete Production upgrade (go-live) will be scheduled.
2. The City will be responsible for coordinating with the third-party systems to validate information being passed between the systems. If there are issues, Accela has provided hours in this SOW to work with the City in troubleshooting any issues that may occur with these third-party systems.

Once Accela and the City has verified communication with third party systems, Accela will hand the system over to the City to conduct regression testing (Accela suggests testing 10% of average monthly transaction volume scope and success factors). Accela recommends the business testing the application/permit processing activities from end-to-end at least once to verify the upgrade did not impact their configuration. Accela has included hours in this SOW to assist the City in planning for regression testing or support troubleshooting activities based on the regression testing activities.

At the completion of regression testing, the City and Accela will plan go-live activities. Accela will support two weeks of post go-live on the upgrade to the Production environment. These hours are to support the City troubleshooting of any issues that may be identified in the Production environment related to the upgrade.

Capitalized terms not defined in this SOW are as defined in the Services Agreement. In the event of any conflict between the Agreement and this SOW, the terms of the Services Agreement shall govern.

WORK DESCRIPTION

Accela will work with City staff to upgrade the City's installed products of the Accela Civic Platform. The specific scoping points can be found in Appendix A and Appendix B and includes a proposed project plan of the activities and areas of responsibilities, which Accela will update and distribute to the City on a weekly basis—due every Monday morning until close of project.

PROJECT SCHEDULE

The termination of this project is no later than 4 months from the date of the project initiation start of the discovery session. The start of the project initiation will be mutually agreed upon by Accela and the City.

Due to the compressed nature of the project schedule, if either party delays the project more than one (1) month, both Accela and the City reserve the right to terminate the contract and new terms will need to be negotiated. If a delay occurs, both parties will meet to discuss the delay and determine if the impact will be less than one (1) month. If any delay puts the project on hold past the termination period or the agreed adjusted termination period based on acceptable delays (i.e. less than one (1) month), both parties reserve the right to terminate the contract at the time of the delay.

PAYMENT TERMS

PAYMENT SCHEDULE – DELIVERABLE/ ACTIVITIES

Accela will perform the Services defined in Appendix A on an hourly payment basis, at a rate of \$225 per hour, based on the following: (1) The nature and scope of the Services and associated deliverable activities as outlined in the following Expenses section, (2) the expected staffing requirements, (3) the agreed upon project schedule not to exceed four (4) months, (4) the Accela and City roles and responsibilities, and (5) the other assumptions set forth in this SOW.

Accela shall submit an invoice at the completion of each deliverable activity listed within the Expenses section. Such invoices shall state the invoice period, major deliverable activity completed, total amount requested and services provided and not to exceed the total amount listed within the Expenses section for that deliverable activity. All invoices shall be accompanied by supporting documentation and information substantiating the invoiced amount as may be requested by the City. Unless disputed, the City shall tender payment within thirty (30) days of receipt of the Accela's invoice and supporting documentation.

EXPENSES

The deliverable activity tasks are expected to take an estimated 232 hours. Accela's total price to

perform the Services and provide the work described in Appendix A, is estimated to be \$60,000.00, inclusive of total travel expenses not to exceed \$7,800.00. The price is based on the information available at the time of signing, assumptions, dependencies, constraints, and roles and responsibilities of the Parties, as stated in this SOW. If there are changes to the scope, timeline, or resources that increase the hours or costs needed to complete the project, a Change Order will be negotiated and agreed upon for the project to continue.

Accela's endeavor will not exceed the total estimated amount without the prior approval of the City. The City, however, is responsible for paying all completed deliverable tasks.

Any estimated hours that remain on the project when Accela has completed the work, will not be used for other work without a Change Order that defines the scope. Any estimated hours that remain on the project when Accela has completed the work will either terminate when the project is complete, or expire on the term date of the agreement – whichever is sooner.

The hours estimated in the table below are the estimated levels of effort for each deliverable activity defined in the SOW and the hours may be repurposed as needed throughout the life of the project upon mutual agreement by parties. These estimates will be confirmed during the Project Initiation activities. If it is determined that the estimated total hours are insufficient, a change order and/or corresponding agreement amendment may be required to the estimated hours and total estimated costs.

Deliverable Activities	Hours	Cost	20% Retainage	Invoice Amount
Project Initiation & Project Management Support	104	\$23,400.00	\$4,680.00	\$18,720.00
Upgrade Activities				
Test Environment Upgrade	30	\$ 6,750.00	\$1,350.00	\$5,400.00
Production Environment Upgrade	30	\$ 6,750.00	\$1,350.00	\$5,400.00
Technical Support	24	\$ 5,400.00	\$1,080.00	\$4,320.00
Training	4	\$ 900.00	\$180.00	\$720.00
Accela Instructor Led Training	40	\$ 9,000.00	\$1,800.00	\$7,200.00
Customer Success Team Review	N/A	\$ 0.00	\$0.00	\$0.00
Totals	232	\$52,200.00	\$10,440.00	\$41,760.00

As outlined in the corresponding professional services agreement in section 6. PAYMENT TERMS, Accela will invoice Customer for the Professional Services fees for each fully completed deliverable activity minus a 20% retainage to be held until all the deliverable activities have been completed. Professional Services fees minus the aforementioned retainage are due upon invoiced and payable within thirty (30) days of the invoice date.

CONTRACT SUM

The total estimated amount payable under this Agreement is therefore \$60,000.00 including travel expenses not to exceed a total of \$7,800.00.

Upgrade services will be performed remotely. However, instructor led training will be performed on site at a City of Dayton Facility.

CHANGE ORDER

The estimated fees for this SOW are based on the estimated hours and activities referenced in the table above and with additional details in Appendix A. However, should completion of milestones slip due to actions or inactions by City, and should this slippage result in a delay of more than one (1) month, a change order and/or corresponding agreement amendment may be negotiated for additional hours in support of the completion of the deliverable activities contained herein. Any change order will need to be approved by both City and Accela. Change orders will need to be approved within twenty (20) business days or less of delivery to avoid a halt of work on the engagement.

GENERAL ASSUMPTIONS

- Scope includes discovery sessions with City prior to the start of upgrade activities.
 - These discovery sessions include one WebEx or Zoom session with the City to understand the City's hardware and software supporting the Accela environment, the network topology, review the playbook where Accela will identify product fixes and known issues, suggestions for regression preparation, understand the third party systems and if there are infrastructure upgrades required to support the upgrade.
- If new features impact the proposed estimated hours to support interface/regression testing/Go-Live support, then this will invoke the Change Order process.
- City and Accela will review their responsibilities prior to work commencing to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- Custom development not specifically described in this SOW is the responsibility of City. The City may elect to use the Time & Material hours for the Interfaces referenced below to support the City with any issues they may encounter. If the issues go beyond the total estimated hours, then a Change Order process would be invoked.
- City has committed to the involvement of key resources and Subject Matter Experts (SME) for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- City will provide access to subject matter experts and decision makers in a timely fashion.
- City will commit project sponsors and all necessary stakeholders and SME's during the project kickoff.
- Accela will commit to installing the Accela Civic Platform (any components already installed in the agency's environment) and will verify communications between systems. The City will be responsible if the third-party system for communication is not working to address that issue.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order and/or a corresponding agreement amendment.
- Accela is not responsible for impacts to project timeline created by dependency on City third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by City third party consultant actions (including availability) resulting in additional time or scope.
- Invoices are due net 30 of the invoice date.

APPENDIX A: SPECIFIC SCOPING DETAILS AND ASSUMPTIONS FOR PROJECT/DELIVERABLE ACTIVITIES

Project Initiation and Project Management

Accela will perform ongoing project management services throughout the project in order to plan and monitor execution of the project in accordance with the activities outlined in the Statement of Work. By mutual agreement, some project management tasks may be shared between the Accela project manager and the City's project manager.

Accela Responsibilities:

- Provide overall Accela project management support throughout implementation, included:
 - Project document management (includes: set-up of client SharePoint site, document management with updates for status reports, leveraging trackers on SharePoint, etc.)
 - Conduct Project kick-off activities
 - Facilitate weekly project status meetings with Accela and key City staff to review the project status, risks, issues, change requests.
 - Weekly updated Project Plan
 - Accela Resource Management to ensure resources are scheduled to support scheduled activities
 - Executive project oversight and quality assurance.
- Accela has assumed 80 hours to support the Project Management activities and 24 hours to support project oversight activities.

City Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Manage the City staff and activities assigned to the City team.
- Support the resolution of issues in a timely manner to keep the project on track.
- Support weekly status meetings, approve upcoming activities, approve invoices and make sure project obstacles are managed to keep to the project duration outlined in this SOW.

Current Version Software Installs

Accela's technical staff will work with the City's Information Technology staff to ensure that the components for hardware, software, database, and network are in place for the 2 environments (Test and Production). Accela technical staff will validate the proper installation of version current version of the Accela software.

Accela Responsibilities:

- Accela will consult with City resources to provide technical input and answer technical questions related to the installation requirements for the Accela software. The consulting sessions will cover server architecture, hardware specifications, hardware configuration, and network/port configurations.
- Accela will provide best-practices documents to agency prior to project kick-off meeting. These documents are for the purpose of understanding best practices for installation of Accela software.
- Accela has assumed 30 hours per environment to support the upgrade activities for a total of 60 hours to support the upgrade activities.

City Responsibilities:

- Provide timely and appropriate responses to Accela’s requests for information.
- Procure and configure necessary hardware, (non-Accela) software, and networking infrastructure in accordance with the specifications for the version of the software to be installed.
- Make available the appropriate City staff to participate in any hardware, software, environment, and infrastructure activities.
- Provide Accela resources with remote admin access to Accela servers.
- City is responsible for providing/restoring the Accela and Jetspeed databases on their selected DBMS. Accela recommends the agency take a back-up of Production database install this back-up in the Test environment, run the upgrades in Test then perform regression/UAT testing. This will demonstrate a “dry run” for how the Production environment will be upgraded and what the team may encounter for go-live.
- City is responsible for 3rd-party software installs/configuration, including but not limited to ArcGIS, Microsoft SQL Server, SQL Server Reporting Services, any electronic document management systems, load balancing hardware/software.
- Provide valid IIS and Apache SSL certificates as needed.

Discovery Session

The discovery session will consist of a WebEx or Zoom session hosted by Accela and will cover the following items:

- Provide Accela with a clear understanding of current hardware and software installed in the environment to support the Accela environment.
- Provide Accela with a network topology of the City’s environment that supports the Accela environment. Determine if upgrades are required to support the latest version of Accela Civic Platform.
- Walk through the “Playbook” for the latest version of the Accela Civic Platform to identify potential product impacts, what’s been fixed in the latest version and identify the known issues with the latest version. Address any concerns the City has with the upgrade process.

Deliverable 1 - Test Environment

Activities:

- Install current version 20.x of the Accela Civic Platform on up to six servers for the Test environment , for: including but not limited to:
 - Application Server
 - Biz Service.
 - Web Service.
 - CFMX Service.
 - API Service.
 - Application Server
 - Indexer service.

- Application Server
 - Biz Service.
- Application/Web IIS Server (internal)
 - Accela – Hansen Interface
 - Ad Hoc Reports.
 - Accela GIS (AGIS).
- Document Server
 - Accela Document Service (ADS).
- Web IIS Server (external)
 - Citizen Access (ACA).
 - Accela GIS (AGIS).
 - Accela Mobile Gateway.
 - Accela Mobile Office (AMO).
- Database Server
 - Accolade.
 - ADSDev.
 - AMODev.
 - JetspeedDev.
 - AGISDev.
 - Accela-Hansen Interfaces.
- Install single instances of Accela GIS, Accela Citizen Access, Accela Ad-Hoc Reports, Accela EDR and Accela Mobile Gateway on City servers for the Test environment.
 - Accela Mobile Gateway services must be reached by the Accela Cloud services.
 - Accela-Hansen Interfaces must be operational.
 - Virtual Merchant (Converge) payment adapter system must be operational.
- System installation documents for the Test environment, a Microsoft Word Document describing:
 - Database server names, schemas/users, passwords.
 - Accela web and application server names, IP addresses, DNS entries, ports, install locations.
 - Accela software Admin sites UTL's / usernames / passwords.

Deliverable 1

- Demonstrate that the Accela applications, interfaces, payment systems, scripting, and SSRS reporting are operational in the Test environment.
- Test environment System Installation Document.

Deliverable 2 - Production Environment

Activities:

- Upgrade Planning Activities:
 - Send out communications of down services on the Accela environment
 - Stop Production Services (existing Accela version)
 - Backup Production database
 - Upgrade Production database with the latest Accela Civic Platform version (same as in Test environment)
 - Point Production Accela Civic Platform software at upgraded Production database
 - Restart production services
 - Perform smoke testing (verify the Accela Civic Platform is responding to users)
 - Determine if Rollback Plan is required.
 - Establish a Rollback Plan:
 - Backup of the Production data (Identify date and owner of this activity)
 - Turn-off current Accela Civic Platform Services (existing Accela version)
 - Restore Production data
 - If needed, turn-on Accela Civic Platform Services
 - Make environment available to end users.
- Install current version 20.x of Accela Automation on up to six servers for the Production environment including, for: including but not limited to:
 - Application Server
 - Biz Service.
 - Web Service.
 - CFMX Service.
 - API Service.
 - Application Server
 - Indexer service.
 - Application Server
 - Biz Service.
 - Application/Web IIS Server (internal)
 - Accela – Hansen Interface
 - Ad Hoc Reports.
 - Accela GIS (AGIS).
 - Document Server
 - Accela Document Service (ADS).
 - Web IIS Server (external)
 - Citizen Access (ACA).
 - Accela GIS (AGIS).
 - Accela Mobile Gateway.
 - Accela Mobile Office (AMO).

- Database Server
 - AccelaDev.
 - ADSDev.
 - AMODev.
 - JetspeedDev.
 - AGISDev.
 - Accela-Hansen Interfaces.
- Install single instances of Accela GIS, Accela Citizen Access, Accela Ad-Hoc Reports, Accela EDR and Accela Mobile Gateway on City servers for the Production environment.
 - Accela Mobile Gateway services must be reached by the Accela Cloud services.
 - Accela-Hansen Interfaces must be operational.
 - Virtual Merchant (Converge) payment adapter system must be operational.
- Update any required configurations for interfaces in Production
- System installation documents for the Production environment, a Microsoft Word Document describing:
 - Database server names, schemas/users, passwords.
 - Accela web and application server names, IP addresses, DNS entries, ports, install locations.
 - Accela software Admin sites UTL's / usernames / passwords.

Deliverable 2

- Demonstrate that the Accela applications, interfaces, payment systems, scripting, and SSRS reporting are operational in the Production environment.
- Production environment System Installation Document.

Technical Support

Accela will provide up to 24 hours of technical support to assist with guidance the City may have during the testing and Go-live activities. These hours may be used at the discretion of the City.

Accela latest version - Training Support

Accela's responsibilities include:

- Scheduling of Accela Training resources
- Onsite training classes outlined in the defined classes referenced below
- Accela has assumed 8 hours to support training activities

Classes and training to be provided and duration:

1. End User Training (4 hours): Train end-users on new features
2. 40 Hours General Training – Course Content to be chosen by City
 - a. This training will be conducted onsite at a City of Dayton Facility. The City will reimburse Accela for reasonable travel and living expenses (amounts must conform to the current City travel policies for employees) incurred by Accela personnel.

General Assumptions for Training Classes:

- Maximum number of students per class is 15.

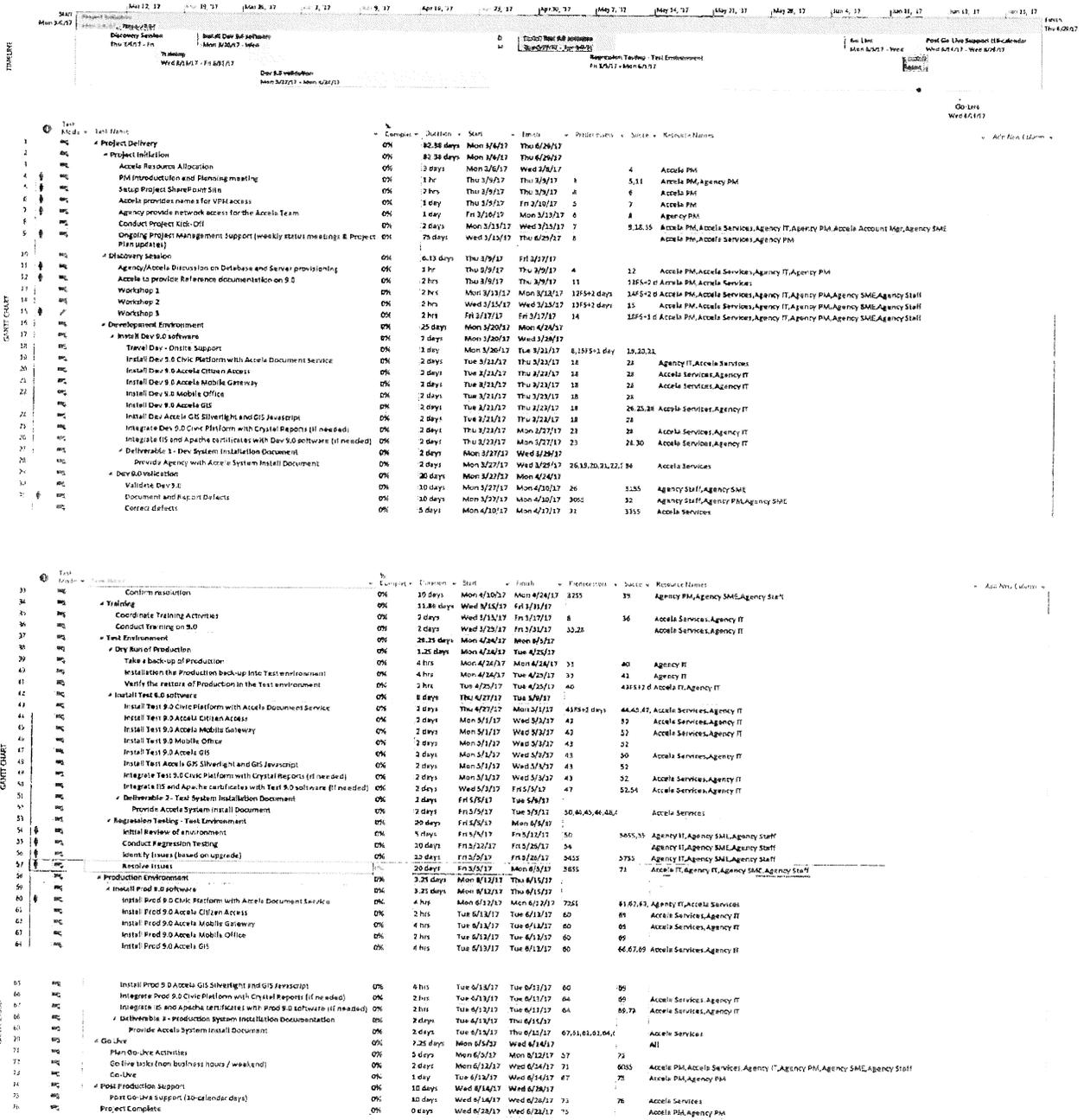
- City will commit resources to participate in the scheduled training classes.
- If the client is not using the new Accela User Interface, the training will not include UI training for the end user.
- City is responsible for all expenses for City students' participation in the training, including, but not limited to, City student travel and expenses.

PROPOSED NEW FEATURES TRAINING AGENDA

<i>Timeframe</i>	<i>Topics</i>
8:00am – 12:00pm	<ul style="list-style-type: none"> • Introduction: • Terminology • Navigation <ul style="list-style-type: none"> <i>Login</i> <i>Admin/Daily</i> <i>Modules</i> <i>Preferences</i> <i>On-line help</i> <i>Task Cards – Using for different tasks</i> <i>Spaces - Pinning</i> <i>Pages – Favorites</i> <i>Filters</i> • Access <ul style="list-style-type: none"> <i>Launchpad & Setup</i> • Reference Data Searches – common information used throughout the system <ul style="list-style-type: none"> ○ People and Property ○ Address, Parcel and Owner ○ Custom Attributes

APPENDIX B: PROPOSED PROJECT SCHEDULE TO SUPPORT THE UPGRADE ACTIVITIES

Below is a sample of proposed project plan to support this SOW. The project plan will be refined based on City resource availability and assignments determined during the project initiation.





City Manager's Report

From **3420 - Water/Water Engineering**

Date **August 26, 2020**

Supplier, Vendor, Company, Individual

Expense Type **Award of Contract**

Name **Double Jay Construction, Inc.**

Total Amount **\$ 1,600,462.60 (thru 5/31/2022)**

Address **25 Harrisburg Drive
Englewood, OH 45322**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Series 2018 Water Const. Fund	53816-3445-1424-54-WF2006	\$1,120,323.82
2020 Water Capital Fund	53005-3445-1424-54-WF2006	\$ 480,138.78

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

Description

**ALBERTA - BROWN STREETS WATER MAIN IMPROVEMENTS
(5% SBE, 10% MBE, & 5% WBE PARTICIPATION GOAL/ 5% SBE, 10.01% MBE, & 5% WBE PARTICIPATION ACHIEVED)**

The Department of Water requests permission to enter into a Contract with Double Jay Construction, Inc. in the amount of \$1,600,462.60 for the Alberta - Brown Streets Water Main Improvements project. This amount includes the base bid of \$948,828.00, Alternate No. 1 - Contingency Allowance for \$94,882.80 (10% of the base bid), and Alternate No. 2 - 16" Water Transmission Main Replacement for \$556,751.80. This project consists of construction of new 8"/12" water distribution main in Brown Street and Alberta Street from Buckeye Street to Wyoming Street and as an Alternate 16" water transmission main from Hickory Street to Wyoming Street. Work includes installation of pipe and fittings, gate valves, fire hydrants, and doing other work incidental thereto.

Two bids were received for this project on July 16, 2020. After evaluating the bids, Double Jay Construction, Inc.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 -Contingency Allowance, and Alternate No. 2 - 16" Water Transmission Main Replacement) was \$1,700,000.00. The time of completion is May 31, 2021. The expiration date identified on the Certificate of Funds is May 31, 2022.

This project is being funded using Series 2018 Water Construction Fund (Debt) and 2020 Water Capital Funds (Cash). This project supports the Asset Management Capital Reinvestment Program by replacing existing water mains to improve performance of the water distribution system.

A Certificate of Funds, Tabulation of Bids, Human Relations Council's verification letter, and the Bid Form from the firm recommended for award are attached.

Signatures/Approval

Approved by City Commission

Division _____

Michael Powell Digitally signed by Michael Powell
Date: 2020.08.14 10:14:59 -04'00'

Department _____

City Manager _____

Clerk _____

Date _____

Alberta-Brown Streets Water Main Improvements (#7132446)

Owner: City of Dayton, Ohio

Solicitor: City of Dayton, Ohio

07/16/2020 12:00 PM EDT

Section Title	Double Jay Cor C. G. Construction & Utilities	
	Extension	Extension
Base Bid	\$896,052.00	\$947,224.00
Fixed Price Item	\$52,776.00	\$52,776.00
Alternate No. 1 Contingency Allowance	\$94,882.80	\$94,722.40
Alternate No. 2 16" WATER TRANSMISSION MAIN REPLACEMENT	\$556,751.80	\$587,994.00
Alternate No. 3 LINING OF THE EX. 16" WATER TRANSMISSION	\$798,081.60	\$757,584.00
Base Bid Total:	\$948,828.00	\$1,000,000.00

MEMORANDUM



July 27, 2020

TO: Nick Dailey P.E., Chief Engineer
Department of Water, Division of Water Engineering

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

**SUBJECT: Alberta-Brown Street WMI
(5% SBE 10% MBE 5% WBE Participation Goal)**

The apparent low bidder, Double Jay Construction Inc, submitted a bid utilizing five (5) PEP-certified contractor to meet the project’s participation goal. The HRC’s contract compliance analysis has verified Double Jay Construction Inc 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 recommended company to receive the above-mentioned construction award is as follows:

PRIME CONTRACTOR	AMOUNT OF BASE BID	
Double Jay Construction Inc	\$948,828.00	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
Bra-Ham	\$47,451.00	5.00% SBE
Bra-Ham	\$16,401.00	1.73% SBE
EWOL Trucking & Construction	\$56,000.00	8.27% MBE
First Star Safety	\$3,030.00	.3% SBE
Tall View Palladium	\$22,780.00	2.40% MBE
Tall View Palladium	\$28,050.00	2.96% SBE
W.C. Jones Asphalt Paving Co.,	\$72,240.00	7.61% MBE

	5.00% SBE
TOTAL COMMITTED PARTICIPATION	10.01% MBE
	5.00% WBE

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



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:

5.00 % SBE	10.01 % MBE	5.00 % 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.

Ron Blair

Ron Blair
Digitally signed by Ron Blair
Date: 2020.07.06 13:32:29 -04'00'

(Signature of Bidder/Officer's Authorized Agent)

Ron Blair

(Printed Name of Bidder/Officer's Authorized Agent)

Double Jay Construction Inc

(Name of Bidder/Proposer's Firm)

President

(Title of Bidder/Officer's Authorized Agent)

07/09/2020

(Date)

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid **Alberta-Brown Streets Water**
Main Improvements
(10% MBE, 5% SBE, and 5%WBE
Participation Goal)

Bidder **Double Jay Construction, Inc**
25 Harrisburg Drive
Englewood, OH 45322
Ph/Fax (937)832-3123

Alberta-Brown Streets Water Main Improvements (#7132446)

Owner: City of Dayton, Ohio

Solicitor: City of Dayton, Ohio

07/16/2020 12:00 PM EDT

		Double Jay Construction Inc				
Section Title	Line Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid						\$896,052.00
	1	201	Clearing and Grubbing	LUMP	1	\$3,500.00 \$3,500.00
	2	202	Fence, Removed for Reuse	L.F.	50	\$9.70 \$485.00
	3	207	Temporary Soil Erosion and Sediment Control	LUMP	1	\$5,760.00 \$5,760.00
	4	304	Aggregate Base	C.Y.	710	\$51.50 \$36,565.00
	5	305	Concrete Base (ODOT 499, Class FS)	S.Y.	600	\$53.20 \$31,920.00
	6	ODOT 442	Superpave Asphalt Concrete	TONS	430	\$193.30 \$83,119.00
	7	452	Plain Concrete Pavement (ODOT 499, Class FS)	S.Y.	510	\$74.60 \$38,046.00
	8	608	Concrete Walk	S.F.	1025	\$8.45 \$8,661.25
	9	609	Barrier Curb	L.F.	150	\$42.50 \$6,375.00
	10	614	Maintaining Traffic	LUMP	1	\$48,000.25 \$48,000.25
	11	615	Low Strength Mortar Backfill, Type 1	C.Y.	1065	\$49.40 \$52,611.00
	12	623	Construction Layout Stakes	LUMP	1	\$2,507.00 \$2,507.00
	13	632	Detector Loop	EA.	3	\$2,987.00 \$8,961.00
	14	642	Centerline	L.F.	50	\$14.40 \$720.00
	15	647	Crosswalk	L.F.	120	\$20.95 \$2,514.00
	16	647	Stop Line	L.F.	15	\$41.80 \$627.00
	17	653	Topsoil Furnished and Placed, 4"	C.Y.	60	\$48.90 \$2,934.00
	18	659	Seeding and Mulching (Hydro-Seed)	S.Y.	600	\$5.90 \$3,540.00
	19	810	Excavation and Backfill for 4" Water Pipe with Structural Backfill	L.F.	60	\$93.70 \$5,622.00
	20	810	Excavation and Backfill for 6" Water Pipe with Structural Backfill	L.F.	220	\$76.10 \$16,742.00
	21	810	Excavation and Backfill for 8" Water Pipe with Structural Backfill	L.F.	1370	\$62.65 \$85,830.50
	22	810	Excavation and Backfill for 12" Water Pipe with Structural Backfill	L.F.	1785	\$60.20 \$107,457.00
	23	812	Tunneling, Steel Casing Pipe	L.F.	50	\$899.70 \$44,985.00
	24	824	4" Ductile Iron Water Pipe and Fittings	L.F.	60	\$50.30 \$3,018.00
	25	824	6" Ductile Iron Water Pipe and Fittings	L.F.	220	\$44.10 \$9,702.00
	26	824	8" Ductile Iron Water Pipe and Fittings	L.F.	1370	\$30.90 \$42,333.00
	27	824	12" Ductile Iron Water Pipe and Fittings	L.F.	1785	\$46.80 \$83,538.00
	28	837	Abandoned, Special (Water Valves)	EA.	18	\$350.00 \$6,300.00
	29	840	4" Gate Valve and Appurtenances	EA.	3	\$720.00 \$2,160.00
	30	840	6" Gate Valve and Appurtenances	EA.	10	\$847.00 \$8,470.00
	31	840	8" Gate Valve and Appurtenances	EA.	3	\$1,239.00 \$3,717.00
	32	840	12" Gate Valve and Appurtenances	EA.	13	\$2,200.00 \$28,600.00
	33	843	Fire Hydrant, Installed	EA.	5	\$2,648.00 \$13,240.00
	34	843	Fire Hydrant, Removal	EA.	5	\$597.00 \$2,985.00

	35	844	12"X12" Water Main Tap	EA.	1	\$2,550.00	\$2,550.00
	36	844	10"X8" Water Main Tap	EA.	1	\$2,145.00	\$2,145.00
	37	844	8"X8" Water Main Tap	EA.	1	\$2,145.00	\$2,145.00
	38	845	Service Replacement, Method "B" 1"	L.F.	1025	\$50.00	\$51,250.00
	39	845	Curb Stop, 1"	EA.	41	\$126.00	\$5,166.00
	40	845	Curb Box, 1"	EA.	41	\$62.00	\$2,542.00
	41	847	Cut and Plug 4" Water Line	EA.	3	\$605.00	\$1,815.00
	42	847	Cut and Plug 6" Water Line	EA.	12	\$631.00	\$7,572.00
	43	847	Cut and Plug 10" Water Line	EA.	2	\$710.00	\$1,420.00
	44	WTR	10" Water Line Stop	EA.	2	\$8,951.00	\$17,902.00
Fixed Price Item							\$52,776.00
	45	810	Street Cut Permit	LUMP	1	\$7,776.00	\$7,776.00
	81	SPL	Cold Weather Temporary Pavement	LUMP	1	\$45,000.00	\$45,000.00
Alternate No. 1 Contingency Allowance							\$94,882.80
	46	A-1	Contingency Allowance for Water Distribution Main Replacement (10% of Base Bid)	LUMP	1	\$94,882.80	\$94,882.80
Alternate No. 2 16" WATER TRANSMISSION MAIN REPLACEMENT							\$556,751.80
	47	202	Pipe Removed, 16"	L.F.	1850	\$6.90	\$12,765.00
	48	304	Aggregate Base	C.Y.	310	\$51.50	\$15,965.00
	49	ODOT 442	Superpave Asphalt Concrete	TONS	200	\$193.30	\$38,660.00
	50	608	Concrete Walk	S.F.	100	\$8.45	\$845.00
	51	609	Barrier Curb	L.F.	350	\$36.30	\$12,705.00
	52	614	Maintaining Traffic	LUMP	1	\$25,830.00	\$25,830.00
	53	615	Low Strength Mortar Backfill, Type 1	C.Y.	1065	\$49.40	\$52,611.00
	54	623	Construction Layout Stakes	LUMP	1	\$1,254.00	\$1,254.00
	55	632	Detector Loop	EA.	1	\$2,987.00	\$2,987.00
	56	642	Centerline	L.F.	50	\$14.40	\$720.00
	57	647	Crosswalk	L.F.	120	\$20.90	\$2,508.00
	58	647	Stop Line	L.F.	30	\$41.90	\$1,257.00
	59	201	Clearing and Grubbing	LUMP	1	\$3,500.00	\$3,500.00
	60	653	Topsoil Furnished and Placed, 4"	C.Y.	30	\$48.90	\$1,467.00
	61	659	Seeding and Mulching (Hydro-Seed)	S.Y.	300	\$5.90	\$1,770.00
	62	810	Excavation and Backfill for 16" Water Pipe with Structural Backfill	L.F.	1850	\$77.50	\$143,375.00
	63	824	16" Ductile Iron Water Pipe and Fittings	L.F.	1850	\$68.50	\$126,725.00
	64	837	Abandoned, Special (Water Valves)	EA.	2	\$365.00	\$730.00
	65	843	Fire Hydrant, Installed	EA.	3	\$2,648.00	\$7,944.00
	66	847	Cut and Plug 16" Water Line	EA.	2	\$1,432.00	\$2,864.00
	67	WTR	16" Water Line Stop	EA.	2	\$11,828.00	\$23,656.00
	68	A-2a	Contingency Allowance for Water Transmission Main Replacement (10% of Alternate #2)	LUMP	1	\$50,613.80	\$50,613.80
	82	SPL	Cold Weather Temporary Pavement (\$26,000)	LUMP	1	\$26,000.00	\$26,000.00
Alternate No. 3 LINING OF THE EX. 16" WATER TRANSMISSION							\$798,081.60
	69	1--1	Mobilization & Demobilization	Lump	1	\$18,368.00	\$18,368.00
	70	1--2	16" Water main Liner (CIPP)	L.F.	1850	\$278.00	\$514,300.00
	71	304	Aggregate Base, 10"	C.Y.	40	\$66.30	\$2,652.00
	72	403	Asphalt Concrete, 3"	Ton	30	\$198.60	\$5,958.00

73	614	Maintenance of Traffic	Lump	1	\$35,759.00	\$35,759.00
74	824	6" Ductile Iron Pipe & Fittings	L.F.	60	\$62.50	\$3,750.00
75	840	16" Gate Valve & Appurtenances	Each	5	\$7,408.00	\$37,040.00
76	840	6" Gate Valve & Appurtenances	Each	4	\$870.00	\$3,480.00
77	843	Fire hydrant Installed	Each	4	\$2,721.00	\$10,884.00
78	857	Cut and Plug 16" Water Line	Each	2	\$1,472.00	\$2,944.00
79	SP-1	16" Water Line Stop	Each	2	\$12,154.00	\$24,308.00
80	A-3a	Contingency Allowance for Water Transmission Main Lining (20% of Alternate No. 3)	LUMP	1	\$133,013.60	\$133,013.60
83	810	Excavation and Backfill, 6" Water Pipe with Structural Backfill	L.F.	60	\$93.75	\$5,625.00

Base Bid
Total: \$948,828.00

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

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

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

Double Jay Construction, Inc

OHIO

Ron Blair, President Randy Blair, VP)

Lee Overturf, Asst VP Kelly Long, Asst VP

25 Harrisburg Dr Englewood, OH 45322

25 Harrisburg Dr Englewood, Oh 45322

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

E-mail ron@doublejayinc.com

Federal I.D.# 34-1184875

Dated this 9 day of July, 20 20

Bidder: Ron Blair  Digitally signed by Ron Blair
Date: 2020.07.06 13:14:28 -04'00'

(Person, Firm, or Corporation)

By: Double Jay Construction, Inc

Title: Ron Blair, President

Vertical text on the right edge of the page, likely a scanning artifact or page number.

BID BOND

Amount \$ _____

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of _____ 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 award to the bidder,

_____ named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director 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 at Dayton, Ohio, this _____ day of _____, 20_____.

Bidder

Surety

Name of Insurance Agency

Address of Insurance Agency

Telephone _____ FAX _____



Bond Number: SOH20169609

Contractor Information

Principal: Double Jay Construction Inc.

Address: 25 Harrisburg Drive Englewood Ohio 45356 United States

Owner/Obligee Information

Bond Form: Bid Bond in accordance with Contract Specifications

Owner/Obligee: City of Dayton

Address: 101 W Third St Dayton Ohio 45402 United States

Bond Information

Surety: Ohio Farmers Insurance Company

Bid Date: 7/9/2020

Estimated Contract Price: \$1,700,000

Time For Completion:

Liquidated Damages:

Estimated Work On Hand:

Amount of Bid Security: Ten Percent of Total Amount Bid (10%)

Contract # or IFB #: 7132446

Description of Job: Alberta-Brown STS Water Main Improvements

Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10

Bid Security Maximum:

Owner Assigned Contractor Number:6614873

Primary Agency:

Marsh & McLennan Agency LLC

Power of Attorney Limited to: unlimited

Executed

Entered By: Nicholas J. Bertke - 7/7/2020 2:47:41 PM ET

Approved & Executed By:

Nicholas J. Bertke

Nicholas J. Bertke (Signed: 07-Jul-2020 02:48 PM EDT (UTC-04:00))

Signature Information

Know all men by these presents that Ohio Farmers Insurance Company, a Corporation duly organized under the laws of the State of Ohio, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the

waiver for the purposes of enforcing this bid bond.

© S2000, Inc.

Document ID: S2000-1001057842

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



Certificate of Compliance

Issued 06/28/2019

Effective 07/01/2019

Expires 06/30/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$3,019,493,490, liabilities in the amount of \$742,094,695, and surplus of at least \$2,277,398,795.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



**Financial
Statement**

December 31, 2019

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET**

12/31/19
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	29,473
Bonds	444,935
Stocks	144,750
Subsidiaries	2,206,906
Real estate	160,044
Premiums receivable	112,354
Other assets	<u>172,187</u>
Total assets	<u><u>3,270,649</u></u>
Liabilities	
Reserve for unearned premiums	167,924
Reserve for unpaid losses and loss expenses	332,025
Reserve for taxes and other liabilities	<u>259,523</u>
Total liabilities	759,472
Surplus	
Surplus to policyholders	<u>2,511,177</u>
Total surplus	2,511,177
Total liabilities and surplus	<u><u>3,270,649</u></u>

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2019.

Attest:

Frank Carrino
.....
Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
.....
Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 12th day of February A.D. 2020.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik
.....
David A. Kotnik
Attorney at Law
Notary Public – State of Ohio



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

Double Jay Construction, 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: Ron Blair Digitally signed by Ron Blair
Date: 2020.07.06 13:16:56
-04'00'
(signature)

Title: President

Date: 7/9/2020

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.

Health Insurance

Life Insurance

Pension

Vacation

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

N/A

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

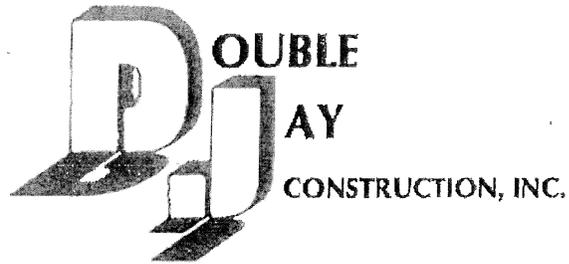
TALL VIEW PALLADIUM

WC JONES ASPHALT

FIRST STAR SAFETY

FER-PAL CONSTRUCTION

AERO-MARK



BID REQUEST

WE REQUEST A BID FROM YOU FOR THE FOLLOWING:

PROJECT: Alberta - Brown Streets Water Main Improvements

OWNER: City of Dayton

BID DATE: 7-9-2020

TIME: 12:00 Noon

TAX EXEMPT: Yes

PRE WAGE: Yes

ESTIMATOR: Ron Blair

WILL YOU BE BIDDING ? YES NO

PLEASE RESPOND TO FAX NUMBER (937) 832-2596 or by email at
ron@doublejayinc.com

COMPANY NAME _____

Ron Blair

From: Ron Blair
Sent: Thursday, July 02, 2020 4:02 PM
To: 'Dan Reinhard (dreinhardboring@aol.com)'; 'zsturgill@insituform.com'; 'Ben Poeppelman'; 'Brandon Adams (Brandon.adams@barrett paving.com)'; 'Dave Groth (dave.groth@jrjnet.com)'; 'Fred Poeppelman'; 'Rick Campbell (rick.campbell@martinmarietta.com)'; 'Bill Wohlford'; 'Butler Asphalt'; 'Chad Moos (chad@fpi-roads.com)'; 'Danielle Ermis'; 'Hutch Rogge'; 'Joe Steager (info@heibergerpaving.com)'; 'John Norton (John.Norton@BarrettPaving.com)'; 'Nick Brooks'; 'Pete Flora (pete.flora@jrjnet.com)'; 'Sean Poynter (sean.poynter@jrjnet.com)'; 'Shaffer, Andy'; 'Steve Overholser'; 'Steve Puterbaugh (puterbaugh@woh.rr.com)'; 'Tom Oakley (oakleyblacktop@aol.com)'; 'Tony Koehl (VBSI@sbcglobal.net)'; 'Andy Maurer'; 'Dennis Goecke (dgoecke@ernstconcrete.com)'; 'Dick Hoying (dhoying@piquaconcrete.com)'; 'Doug Ernst (dougernst@hotmail.com)'; 'Paul Reise'; 'A.E. Associates & Co.'; 'Acorn Construction'; 'Advanced Structural'; 'Aero Mechanical System'; 'Allen Painting & Decorating'; 'All-n-All Landscaping Inc.'; 'American Native Industries'; 'Armstrong Electrical'; 'Aztec Electric, Inc.'; 'B&C Nationwide, LLC'; 'Bansal Construction, Inc.'; 'Big L Trucking & Excavating'; 'Branchs LL'; 'BT King, Inc.'; 'Caver Brothers, Inc.'; 'CD & CD Painting'; 'Clarkes Enterprise'; 'D & E Construction Solutions, LLC'; 'D Thompson General Contracting, LLC'; 'D.C. Heating Cooling, and Plumbing'; 'D.L Plumbing and Mechanical'; 'Dale Taylor'; 'Eric W (lurvufus34@yahoo.com)'; 'EWOL Trucking and Construction'; 'Ferguson Concrete Plus, LLC'; 'Gooder Masonry'; 'Green Star Trucking'; 'Ideal Electrical Services, Inc'; 'Independent Trucking'; 'J. Enterprises Construction'; 'Jacobs Service & Installment Co.'; 'Ken Block (kblock@woh.rr.com)'; 'Kes Harris Trucking, LLC'; 'Lee's Heating & Cooling, Inc.'; 'Maurice Construction Services, LLC'; 'Rice Electric Co., Inc.'; 'Rod-Techs, Inc.'; 'Tall View Palladium'; 'Urban Economy'; 'W.C Jones Asphalt Paving'; 'A. C. Plumbing'; 'Alexis Construction'; 'Al's Electric Service'; 'Associated Excavating'; 'Billy Back Excavating'; 'Bodden Construction'; 'Brian Brothers Painting & Restoration, LLC'; 'C. M. C. Forming, Inc.'; 'C. Miller Excavating'; 'CK Excavating, Inc.'; 'Clarkes Enterprise'; 'CMF Installers, Ltd'; 'Demmy Sand & Gravel, LLC'; 'Ergon Site Construction, LLC'; 'Fast Lane Construction, LLC'; 'Grisson Construction, LLC'; 'Gunckle Trucking'; 'HG Contracting, LLC'; 'Imperial Trucking & Contracting, LLC'; 'Insulated Roofing Systems, Inc.'; 'Isaacs Fence Service, Inc.'; 'Jindal Builders & Restoration Corp.'; 'John K. Leohner Co., Inc.'; 'K&T Construction & Supply'; 'Kingdom Bright, Inc.'; 'Linda S. Murphy (jlmtrk@aol.com)'; 'Mad River Construction'; 'McDaniels Construction Corp., Inc.'; 'MLS Services, LLC'; 'Net Quest Services, LLC'; 'On Point Logistics, LLC'; 'Opportunities, Inc.'; 'Osterfeld Champion Services, Inc.'; 'Overstreet PAinting & Decorating'; 'Partin Trucking, Inc.'; 'Pure Drywall, Inc.'; 'Reese Electric, Inc.'; 'Roark Farms & Excavating'; 'Rose Trucking'; 'Simpson Trucking'; 'Teverbaugh Equipment, Inc.'; 'V.M. Gaines'; 'Verdite Construction, Inc.'; 'VMI Corporation'; 'Warfield Concrete & Construction, Inc.'; 'Addison Trucking, Inc.'; 'AKA Construction, Inc.'; 'Architectural Maintenance Services'; 'Better Built Construction Services'; 'Bright Street, LLC'; 'Cannon Construction Services, Inc.'; 'D&R Fourman, LLC'; 'DT Trucking, LLC'; 'E&S Painting & Drywall Finishing'; 'Faith Daniel & Company, LLC'; 'Garber Excavating dba Dixie Excavating'; 'Gary Bryant Construction'; 'J&B Steel Erectors'; 'J. Hobbs Excavating'; 'Judo Steel Co., Inc.'; 'Korrek Plumbing Co.'; 'KrisCo Trucking, Ltd.'; 'Landscapes by Bill Atkin'; 'Miami Valley Masonry'; 'Ralph E. Rhoden Painting & Decorating'; 'Raven Finishes, Inc.'; 'She Paints, Inc.'; 'Start 2 Finish Excavating'; 'ThermalTech Insulation'; 'TNT Trucking, LLC'; 'West Side Insulation'; 'Williams Logistics'; 'WIW Enterprises, Inc.'; 'David Tilley (david.tilley@ferguson.com)'; 'Jason Martintoni (jmartintoni@usameters.com)'; Jeff Huelskamp - Core and Main (Jeff.Huelskamp@coreandmain.com); 'Kathy Iron

To: (Kathy.Iron@ejprescott.com); 'Steve Griffith'; 'Mark Householder';
'NormO@aasafetyinc.com'; Aaron Mendenhall (airtechconcrete@yahoo.com); 'Dale Hopkins'; 'Don Donaldson (don.d@aeromark.us)'; 'Jack Griffin (JackGriffin@griffinps.com)'; 'Matthew Heis (mheis@winemillerengineering.com)'; 'Steve Brumbaugh (steve@bes-engineer.com)'; 'Tom Marsh (mcdougallmarsh@woh.rr.com)'; 'Christopher Roche'; 'Dan Wackerman (danw@SFENCE.COM)'; 'John.hoffman@capitalelectric.com'; 'Tracy Powell'

Cc: Lee Overturf; Jacob Sowers

Subject: Bid Request - Alberta - Brown Streets Water Main Replacement to Dayton 7-9-20

Attachments: 20200702162319834.pdf

All,

Please see the attached Bid Request. Please respond as to whether or not you will be submitting a quote.

Thank you,

Ron Blair
Double Jay Construction, Inc.
25 Harrisburg Dr
Englewood, OH 45322
(937) 832-3123 phone
(937) 832-2596 fax
Email: ron@doublejayinc.com

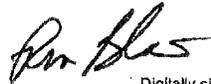
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS (\$500.00)

STATE OF OHIO,
COUNTY OF Montgomery, SS:

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

1. I am duly authorized to make the statements contained herein on behalf of
Double Jay Construction, Inc ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - Corporation organized and existing under the laws of the State of OHIO.
 - Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: Ron Blair



Digitally signed by Ron Blair
Date: 2020.07.06 13:17:57 -04'00'

Title: President

**CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT**

STATE OF OHIO)
COUNTY OF Montgomery) SS:

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

(1) He/she is President of
(owner, partner, officer, representative, or agent)
Double Jay Construction, Inc that
(business or organization name)

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

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

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

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


Ron Blair

Digitally signed by Ron Blair
Date: 2020.07.06 13:19:21 -04'00'

SIGNED

President

TITLE

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Alberta-Brown Sts Water Main Improvements Dayton, OH

NAME	LOCATION	
During the performance of this contract:		
Double Jay Construction, Inc	25 Harrisburg Dr Englewood, OH 45322	(937)832-3123/832-2596
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

Double Jay Construction, Inc (Contractor) certifies that:

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

- LABORER
- OPERATOR
- TRUCK DRIVER
- PIPE LAYER
- CONCRETE FINISHER

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:

Ron Blair  Digitally signed by Ron Blair
Date: 2020.07.06 13:21:36 -04'00'
(Signature of Authorized Representative of Bidder)

**FAILURE TO SIGN AND SUBMIT 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:

5.00 % SBE	10.01 % MBE	5.00 % 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.)

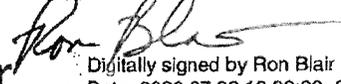
- SBE MBE WBE DLSB

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.


Ron Blair
 Digitally signed by Ron Blair
 Date: 2020.07.06 13:32:29 -04'00'
 (Signature of Bidder/Offeror's Authorized Agent)

Double Jay Construction Inc
 (Name of Bidder/Proposer's Firm)

Ron Blair
 (Printed Name of Bidder/Offeror's Authorized Agent)

President **07/09/2020**
 (Title of Bidder/Offeror's Authorized Agent) (Date)



City Manager's Report

4

From **3420 - Water/Water Engineering**

Supplier, Vendor, Company, Individual
 Name **Municipal & Contractors Sealing Products**

Address **7740 Reinhold Drive**
Cincinnati, OH 45237

Date **August 26, 2020**

Expense Type **Award of Contract**

Total Amount **\$ 859,538.05 (thru 5/31/2022)**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Storm Capital Funds	58003-3445-1424-54-ST2003	\$859,538.05

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

Description

**HARVARD BOULEVARD STORM SEWER LINING
 (10% SBE PARTICIPATION GOAL/ 11.5% SBE PARTICIPATION ACHIEVED)**

The Department of Water requests permission to enter into a Contract with Municipal & Contractors Sealing Products, in the amount of \$859,538.05 for the Harvard Boulevard Storm Sewer Lining project. This amount includes the base bid of \$731,407.00, Alternate No. 1 - Riverside Drive Storm Sewer Lining for \$18,420.00, and Alternate No. 2 - Contingency Allowance for \$109,711.05 (15% of the base bid). This project consists of lining approximately 2,550 linear feet of 30"- 42" storm sewer on six (6) sewer spans along Harvard Boulevard. The work includes the furnishing of all labor, tools, equipment, and materials for the application of a centrifugally cast concrete pipe (CCCP) liner on existing concrete and brick storm sewer pipe.

Two bids were received for this project on July 23, 2020. After evaluating the bids, Municipal & Contractors Sealing Products' bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$1,100,000.00. The completion date is May 31, 2021. The expiration date identified on the Certificate of Funds is May 31, 2022.

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

A Certificate of Funds, Tabulation of Bids, Human Relations Council's verification letter, and the Bid Form from the firm recommended for award are attached.

Signatures/Approval

Approved by City Commission

Division

Michael Powell Digitally signed by Michael Powell
Date: 2020.08.14 10:15:32 -0400

Department



City Manager

Clerk

Date

Harvard Boulevard Storm Sewer Lining (#7148297)

Owner: City of Dayton Ohio

Solicitor: Dayton OH, City of

07/23/2020 12:00 PM EDT

Section Title	mosp Extension	Inland Waters Pollution Control Extension
Base Bid	\$731,407.00	\$825,700.00
Alternate No. 1	\$18,420.00	\$34,240.00
Contingency Allowance	\$109,711.05	\$123,855.00
Base Bid Total:	\$731,407.00	\$825,700.00

MEMORANDUM



August 5, 2020

TO: Nick Dailey
Chief Engineer
Department of Water

FROM: Chrisondra Goodwine, Contract Compliance Officer
Human Relations Council (HRC)

SUBJECT: Harvard Boulevard Strom Sewer Lining (10% SBE Participation Goal)

The apparent low bidder, Municipal & Contractors Sealing Products, submitted a bid utilizing one (1) PEP-certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that Municipal & Contractors Sealing Products 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 recommended company to receive the above-mentioned construction award is as follows:

PRIME CONTRACTOR	AMOUNT OF BASE BID	
Municipal & Contractors Sealing Products	\$731,407.00	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
Allied Technical Services dba Allied Pump Rentals	\$84,111.80	11.5% SBE

TOTAL COMMITTED PARTICIPATION	11.5% SBE
-------------------------------	------------------

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

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Harvard Boulevard Storm Sewer Lining

(10% SBE Participation)

Bidder

Municipal & Contractors Sealing Products

Harvard Boulevard Storm Sewer Lining (#7148297)

Owner: City of Dayton Ohio

Solicitor: Dayton OH, City of

07/23/2020 12:00 PM EDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	MCSP Unit Price	Extension
Base Bid							\$731,407.00
	1	615	Low Strength Mortar Backfill	C.Y.	20	\$350.00	\$7,000.00
	2	SP-1	Liner, CCCP, 30" Storm	L.F.	599	\$225.00	\$134,775.00
	3	SP-2	Liner, CCCP, 36" Storm	L.F.	405	\$235.00	\$95,175.00
	4	SP-3	Liner, CCCP, 42" Storm	L.F.	1545	\$252.00	\$389,340.00
	5	SP-4	Invert Repair, 30-42" Storm	C.Y.	14	\$1,000.00	\$14,000.00
	6	SP-5	Manhole Rehabilitation	V.L.F.	70	\$100.00	\$7,000.00
	7	SP-6	Manual Cleaning and Video Inspection	L.F.	2549	\$33.00	\$84,117.00
Alternate No. 1 Riverside Drive							\$18,420.00
	8	SP-2	Liner, CCCP, 36" Storm	L.F.	52	\$300.00	\$15,600.00
	9	SP-4	Invert Repair, 36" Storm	C.Y.	1	\$1,000.00	\$1,000.00
	10	SP-6	Manual Cleaning and Video Inspection	L.F.	52	\$35.00	\$1,820.00
Contingency Allowance							\$109,711.05
	11	A-2	Contingency Allowance (15% of Base Bid)	LS	1	\$109,711.05	\$109,711.05
Base Bid Total:							\$731,407.00



City of Dayton - David Escobar

Bond Number: SOH20722729**Contractor Information****Principal:** Municipal & Contractor Sealing Products, Inc. 513-482-3300**Address:** 7740 Reinhold Drive Cincinnati Ohio 45237 United States**Contractor's State Vendor ID Number:** 2919175**Owner/Obligee Information****Bond Form:** Bid Bond in accordance with Contract Specifications**Owner / Obligee:** City of Dayton**Address:** 101 W Third St Dayton Ohio 45402 United States**Bond Information****Surety:** Nationwide Mutual Insurance Company**Rider Present:** [Click here to view](#)**Amount of Bid Security:** 10%**Contract ID Number:** 7148297**Description of Job:** Harvard Boulevard Storm Sewer Lining[View AMBest Information](#) [Treasury List](#)**Primary Agency:**

AssuredPartners NL, LLC

Power of Attorney Limited to: Unlimited

Executed

Executed By:

Nancy Nemece - 7/21/2020 5:24:01 PM ET

Phone: 614-220-9245

Email: nancy.nemece@assuredpartners.com

Know all men by these presents that Nationwide Mutual Insurance Company, a Corporation duly organized under the laws of the State of Ohio, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

© S2000, Inc.

[Privacy Policy](#)

WE'RE HERE TO HELP

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 06/25/2019

Effective 07/01/2019

Expires 06/30/2020

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

NATIONWIDE MUTUAL INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

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

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$34,671,786,094, liabilities in the amount of \$22,612,912,237, and surplus of at least \$12,058,873,857.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.



**NATIONWIDE MUTUAL INSURANCE COMPANY
AND SUBSIDIARIES AND AFFILIATES**

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

(In millions)	December 31,	
	2019	2018
Admitted assets		
Invested assets		
Bonds	\$ 17,249	\$ 16,042
Stocks	8,031	7,028
Mortgage loans, net of allowance	2,126	2,044
Owner occupied real estate, at cost (less accumulated depreciation of \$453 and \$456 as of December 31, 2019 and 2018, respectively)	454	528
Cash, cash equivalents and short-term investments	718	519
Other invested assets	4,914	4,417
Total invested assets	\$ 33,492	\$ 32,578
Premiums in course of collection	4,079	4,011
Accrued investment income	143	159
Corporate-owned life insurance	1,506	1,388
Deferred federal income tax asset	1,764	1,729
Other assets	1,159	1,087
Total admitted assets	\$ 42,143	\$ 40,952
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	\$ 14,189	\$ 14,770
Unearned premiums	7,718	7,492
Accrued expenses and taxes, other than federal income taxes	692	657
Agents' security compensation plan reserve	1,146	1,142
Other liabilities	2,650	2,417
Total liabilities	\$ 26,395	\$ 26,478
Surplus		
Surplus notes, net of unamortized issue discount of \$7	\$ 2,197	\$ 2,193
Unassigned surplus	13,551	12,281
Total surplus	\$ 15,748	\$ 14,474
Total liabilities and surplus	\$ 42,143	\$ 40,952

Certification

I, Jennifer Kemp, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2019 and 2018 to the best of my knowledge and belief.

DocuSigned by:

Jennifer Kemp

264243087880450

Jennifer Kemp



CHRISTINE O'BRIEN
Notary Public, State of Ohio
My Commission Expires 12-22-2020

Christine O'Brien

7 11 2019

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

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

Municipal & Contractors Sealing Products

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Robert O'Connor, President

Drew O'Connor, Vice President

Home Office Address

740 Reinhold Drive Cincinnati, Ohio 45237

Local Address

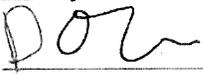
N/A

Telephone (513)482-3300 Fax (513)482-3309

E-mail karen@mcspscinc.com

Federal I.D.# 31-1692549

Dated this 22 day of July, 2020

Bidder:  _____
(Person, Firm, or Corporation)

By: Drew O'Connor

Title: Vice President

BID BOND

Amount \$ _____

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of _____ 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 award to the bidder, _____

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director 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 at Dayton, Ohio, this _____ day of _____, 20_____ .

Bidder

Surety

Name of Insurance Agency

Address of Insurance Agency

Telephone _____ FAX _____

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,

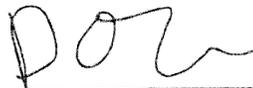
I, Drew O'Connor - an Officer of the company hereby certify that
(print name – an Officer of the company)

Municipal & Contractors Sealing Products 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:

Vice President

Date:

July 22, 2020

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.

Health Insurance	_____	_____
Pension/ 401K	_____	_____
Vacation	_____	_____
	_____	_____
	_____	_____
	_____	_____

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

N/A	_____	_____
	_____	_____
	_____	_____

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

Allied Technical Services dba Allied	_____	_____
Pump Rentals	_____	_____
	_____	_____
	_____	_____
	_____	_____

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.

First Star Safety

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 Hamilton, ss:

Drew O'Connor being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Municipal & Contractors Sealing Products ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.
 - Corporation organized and existing under the laws of the State of Ohio.
 - Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: DOW

Title: Vice President

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Harvard Boulevard Storm Sewer Lining Dayton, Ohio

NAME

LOCATION

During the performance of this contract:

Municipal & Contractors Sealing Products	7740 Reinhold Dr. Cincinnati, Oh 45237	(513)482-3300/ (513)482-3309
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S CERTIFICATION

Municipal & Contractors Sealing Products, Drew O'Connor (Contractor) certifies that:

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

Laborer

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

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



City Manager's Report

5

From **2600 - Economic Development**

Date **August 26, 2020**

Expense Type **Development Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$130,000.00** thru 12-31-2025

Name **Mile Two, LLC.**

Address **444 East Second Street
Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Development Fund	16300-2600-1224-41	\$30,000.00
Montgomery County ED/GE	28310-2600-1224-41-EDG085	\$100,000.00

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

Description

Development Agreement

1. The Department of Economic Development requests approval to enter into a Development Agreement with Mile Two, LLC.
2. The City's incentive for the project consists of a Montgomery County Economic Development/Government Equity Program (ED/GE) grant in the amount of \$100,000.00 and a City allocation of \$30,000.00 from the Development Fund. Funds will be disbursed to the company upon receipt of a properly documented request for reimbursement of eligible expenses. The incentives are necessary to address gap funding and special conditions related to the urban location.
3. The Agreement will commence upon execution and expire on December 31, 2025. The Agreement includes a "clawback" provision, in the event that the pledged payroll growth is not achieved.
4. The goal of the incentives is to assist in the relocation and expansion of the business in Dayton to 601 East Third Street. Total investment in the project is estimated at Three Million Five Hundred Twenty-Five Thousand Dollars (\$3,525,000.00) for acquisition, building improvements, and technology. The company is pledging to create approximately 36 new jobs and retain 45 existing jobs over the next five years with an average salary of \$80,000.00.

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

Two Certificates of Funds and a map are attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

MEMORANDUM |  DAYTON

August 14, 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 Certificate of Funds – Techmetals, Inc. Mile Two LLC

Attached please find two Certificate of Funds and related materials for a Development Agreement with Mile Two, LLC. The project will support the expansion of an essential business during the current emergency. As such, the Department of Economic Development finds it appropriate to enter into the agreement at this time.

If you have any questions, please contact me at extension 3621.

FPW/jkb

CERTIFICATE OF FUNDS

CT20-2627

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 x New Contract Renewal Contract Change Order:

Contract Start Date	upon execution
Expiration Date	12/31/2025
Original Commission Approval	\$ 30,000.00
Initial Encumbrance	\$ 30,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

Amount: <u> \$ 30,000.00 </u> Fund Code <u>16300 - 2600 - 1224 - 41 - - - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc</div>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc</div>
Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc</div>	Amount: <u> </u> Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc</div>

Attach additional pages for more FOAPALS

Vendor Name: Mile Two LLC

Vendor Address: 444 E. Second Street, Suite 200 Dayton Ohio 45402
Street City State Zipcode + 4

Federal ID: 47-4094933

Commodity Code: 91849

Purpose: Development Fund agreement to assist with an expansion of business operations.

Contact Person: Jill Bramini Economic Development 8/12/2020
Department/Division Date

Originating Department Director's Signature: *Ford 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>Jill Bramini</i> </u>	<u> 08/18/2020 </u>	
Finance Director Signature	Date	
<u> <i>Tonia Williams</i> </u>	<u> 08/18/2020 </u>	<u> CT20-2627 </u>
CF Prepared by	Date	CF/CT Number

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”), and Mile Two LLC, a limited liability company in the State of Ohio, currently located at 444 East Second Street, Dayton, Ohio 45402 (“Mile Two”).

WITNESSETH THAT:

WHEREAS, City desires to improve its job base by attracting businesses to Dayton and encouraging expansion of existing businesses that benefit and enhance the growth and development in the City; and,

WHEREAS, Mile Two and its affiliated entities are authorized to make capital contributions into the Project, as defined herein, and to cause Capital Improvements and other Eligible Project Costs to be invested into the Project for the benefit of Mile Two and other current and/or prospective tenants of the Facility; and,

WHEREAS, Mile Two will be a tenant of the Facility, as defined below; and,

WHEREAS, Mile Two pledges to create and retain full-time permanent employment positions in the City of Dayton; and,

WHEREAS, The Project (as described herein) will create approximately thirty-six (36) new full-time equivalent jobs and retain approximately forty-five (45) full time equivalent jobs while improving and expanding operations at the Facility, as defined below; and,

WHEREAS, City finds it beneficial and in its best interests to provide support to Mile Two for the Project as defined herein under the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS.

For the purposes of this Agreement, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Development Grant. A grant provided hereunder by the City of Dayton for the purpose of growing the City’s tax base by assisting Mile Two in the creation and/or retention of jobs in the City of Dayton.

ED/GE Grant. A grant provided hereunder by the Montgomery County Economic Development/Government Equity program to assist the Mile Two in the creation and/or retention of jobs in the City of Dayton.

Project Grant. The total grant amount including funds awarded by the Montgomery County, Ohio, ED/GE program and the City of Dayton Development Grant, totaling an amount not to exceed One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00).

Eligible Project Costs. The expenses actually incurred by Mile Two for and/or the value of (i) capital improvements to the Facility; and (ii) the cost of acquiring the machinery and equipment for the Facility.

Capital Improvements. Expenditures by Mile Two for the design and construction of improvements to buildings, parking lots, driveways, utilities and other components of their facilities.

Machinery and Equipment. Expenditures by Mile Two for the equipping and furnishing the Facility, including but not limited to, furniture, technology, telecom devices, and equipment.

Employment Commitment. The number of full-time permanent employment positions, both retained and new, Mile Two promises as a material condition of this Agreement as measured and provided in Article 4.

Facility. Mile Two, and its affiliated entities, operations will be located at 601 East Third Street, Dayton, OH 45402, which includes approximately sixteen thousand (16,000) square feet of renovated tenant space for office, research and production operations.

Full-time Employee. An employee working an average of at least thirty-five (35) hours per week/annually. This does not include seasonal or contract employees.

Full-time Equivalent Employee. Two (2) part-time employees working a total of at least thirty-five (35) hours per week on an annual basis. This does not include seasonal or contract employees.

New Job. Any full-time equivalent position not yet in existence in the City of Dayton at the time of the Agreement that will be created and filled by Mile Two.

ARTICLE 2. PROJECT.

Mile Two, and its affiliated entities, will collectively invest approximately Three Million Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$3,525,000.00) as follows: Three Million, One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$3,125,000.00) in acquisition and building improvements/renovations; and Four Hundred Thousand and Zero Cents (\$400,000.00) in furniture, fixtures and equipment; (collectively, the "Project Costs") to expand their existing business operations ("Project").

Mile Two estimate the Project will commence within one hundred eighty (180) days of the execution of this Agreement and shall complete the Project on or before December 31, 2022, unless such commencement and/or completion date(s) is/are extended upon mutual written agreement between the parties to this Agreement and other relevant parties. All construction activities and other work required to complete the Project shall be performed and completed in

accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

The City of Dayton is the recipient of a ED/GE Grant for the Project on behalf of Mile Two in the amount of up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00). The terms of the ED/GE Grant Agreement are incorporated herein and attached as **Exhibit A**. This portion of the Project Grant is restricted to reimbursement of documented expenditures associated with the Project's Capital Improvements.

City will also provide Mile Two a Development Grant from the City's Development Fund in an amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). This portion of the Project Grant is restricted to reimbursement of documented expenditures for Machinery and Equipment.

The ED/GE Grant and the Development Grant provide a total of up to One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00) (the "Project Grant").

The Project Grant represents approximately percent (3.68%)(“Reimbursement Percentage”) of the total Project Costs contemplated in Article 2 above. The City shall not disburse the ED/GE Grant or Development Grant for the reimbursement of Eligible Project Costs at a proportion in excess of the Reimbursement Percentage. Further, the total disbursement for Machinery and Equipment shall not exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Mile Two is solely responsible for any and all Project Costs and other expenses in excess of the funding provided by City hereunder. Mile Two shall comply with all applicable laws and regulations and pay, if applicable, state and local prevailing wage rates.

Mile Two shall use the Development Grant for reimbursement of Eligible Project Costs actually and directly incurred by Mile Two during the term of this Agreement. Mile Two shall submit its initial Request for Disbursement of the Development Grant at its discretion, and no more frequently than quarterly thereafter, utilizing a form substantially similar to that attached hereto and incorporated as **Exhibit B**. The final Request for Disbursement shall be submitted no later than ninety (90) days following completion of the Project. All Requests for Disbursement shall include documentation setting forth the Project Costs incurred from December 17, 2019 throughout the term of this Agreement and specify the Eligible Project Costs. This documentation shall include the period during which the Project Costs and Eligible Project Costs were incurred, the total amount of the disbursement requested, details regarding the work and/or services performed, evidence of payment of the of the Project Costs and Eligible Project Costs, and such records, information, and/or documentation to substantiate the Project Costs and Eligible Project Costs. Appropriate City personnel will verify the Eligible Project Costs and Project Costs. Unless disputed, and subject to the Reimbursement Percentage, City will disburse payment within forty-five (45) days from receipt of the Request for Disbursement.

ARTICLE 4. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT

A. Income Tax Withholding Taxes Due to City. The parties acknowledge and understand that Mile Two’s commitment to grow Dayton’s tax base by creating and/or retaining jobs in the City of Dayton is the consideration upon which this Agreement is based. Mile Two therefore agree that by establishing and maintaining the employment figures as contemplated, Mile Two shall pay annual minimum income taxes (based on the current two and a half percent (2.50%) applicable tax rate) to City from Mile Two’s employee wages subject to withholding in the amounts stated below (“Committed Employee Wage Withholding Taxes to be Paid”) each year.

Year of Agreement	Committed Employee Wage Withholding Taxes to be Paid**
2020	\$ 90,000.00
2021	\$108,000.00
2022	\$126,000.00
2023	\$144,000.00
2024	\$166,000.00
2025	\$166,000.00

** The Committed Employee Wage Withholding Taxes to be Paid are subject to and shall be adjusted for changes in (i) the City’s Income Tax rate and/or (ii) the deductions from the gross wages paid that would impact the Committed Employee Wage Withholding Taxes to be Paid. The Committed Employee Wage Withholding Taxes shall also include the City income taxes paid by employment agencies on behalf of employees that work at Facility.

For any year after the Development Grant is distributed in which the annual wage withholding taxes paid to City by Mile Two falls below the amount stated in the “Committed Employee Wage Withholding Taxes to be Paid” for the corresponding year, Mile Two shall pay such deficiency to City by February 1st of the following year. [By way of example, if the total amount of wage withholding taxes paid by Mile Two to City in 2020 is \$88,000.00, Mile Two shall pay the deficiency of \$2,000.00 to City no later than February 1, 2021.] Mile Two, however, shall not be required to pay in total more than Development Grant paid to Mile Two pursuant to this Agreement.

Optional Withholding Schedule: However, due to the 2020 Public Health Emergency associated with COVID19, the City will permit Mile Two to delay the terms of Committed Employee Wage Withholding Taxes by one year, as follows:

Year of Agreement	Committed Employee Wage Withholding Taxes to be Paid**
2021	\$90,00.00
2022	\$108,000.00
2023	\$126,000.00
2024	\$144,000.00
2025	\$166,000.00
2026	\$166,000.00

Mile Two may elect this option by notifying the City in writing on or before January 15, 2021.

- B. Credit for Income Tax Withholding. For any given year, Mile Two shall not receive a monetary credit for exceeding the amount of wage withholding taxes paid to City. [By way of example, if Mile Two pays the City \$92,000.00 in wage withholding taxes in 2020, Mile Two will *not* receive a monetary credit of \$2,000.00 for exceeding the projected figure of \$90,000.00] The wage withholding taxes paid by Mile Two for each year of this Agreement must stand on its own.

ARTICLE 5. SPECIFIC CONDITIONS.

- A. Mile Two shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work performed in connection with any Eligible Project Cost shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. Mile Two shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.
- B. Mile Two shall establish and maintain a working relationship with City-designated job placement and employment organizations, including the Montgomery County Job Center, to assist with employment recruitment and satisfaction of the employment commitment set forth above. In satisfying the New Job portion of the employment commitment set forth above, Mile Two shall submit a listing of all available employment positions to Montgomery County Job Center or other job referral and placement agencies.
- C. Mile Two shall make every reasonable effort to hire residents of the City of Dayton to fill the new employment positions to be created hereunder.
- D. Mile Two expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Economic Development, for payroll verification as

it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

- E. It is the City of Dayton's commitment to encourage the greatest participation possible of Minority- and Women-owned, Small, and Local Businesses on all projects, joint agreements, and bid opportunities through City's Procurement Enhancement Program ("PEP") and other initiatives. To the extent Mile Two make Capital Improvements to the Facility, Mile Two (and/or their General Contractor) shall make good faith efforts to hire qualified and City of Dayton Human Relations Council ("HRC") Procurement Enhancement Plan ("PEP") certified contractors, and particularly those suppliers located in the City of Dayton, to complete work and services associated with the Project:

PEP Participation Goals. Mile Two agrees that the City's PEP participation goals for certified Small Business Enterprises ("SBEs"), Minority Business Enterprises ("MBEs"), Women's Business Enterprises ("WBEs"), and Dayton Local Small Businesses ("DLSBs") apply to the capital improvements portion of the Project. The PEP participation goals are:

MBE	17%
SBE:	5%
WBE	5%

- F. Counting Toward Goals.

(i) To count toward the Project's PEP Participation Goals, a company contracting on the Project must be certified with the City's HRC and must be certified to perform the proposed work. The City encourages Mile Two's construction contractors to review the list of PEP-certified companies at <https://citybots.com/Home/Links> (click on the "PEP Certification List" button) and to obtain a copy of each PEP-certified firm's Certification Letter.

(ii) If a company is not currently PEP-certified, it may apply for PEP certification at any time; however, once a company is certified, only the portion of work performed on or after the company's PEP certification date shall count toward the Project's PEP Participation Goals. If a company's PEP certification expires, only the portion of work performed while the company's PEP certification was active shall count toward the Project's PEP Participation Goals.

(iii) For each PEP-certified firm, Mile Two's construction contractor shall submit to the HRC an executed PEP Participation Form describing the work to be performed, the dollar amount of the PEP firm's contract or subcontract, and the dollar amount to be counted toward the Project's PEP Participation Goals. The HRC shall acknowledge receipt of each PEP Participation Form within two (2) business days, and shall attempt to verify the PEP firm's participation within five (5) business days. A verified PEP firm's participation shall be counted in every category (i.e., SBE, MBE, and/or WBE) in which the firm is certified.

- G. If it becomes necessary for review, audit, or verification purposes, Mile Two shall allow City to inspect applicable, confidential records relating to its obligations under this Agreement.
- H. Mile Two agrees to supply additional information upon request by the City of Dayton to verify its compliance with the terms of this Agreement and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 6. TERM AND TERMINATION.

This Agreement shall commence upon execution by City and it shall expire on December 31, 2025, unless extended to a later date by amendment of earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Mile Two's assets is appointed by a court of competent jurisdiction.
2. Mile Two is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Mile Two's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Mile Two to remedy such failure within thirty (30) days from the date of written notice from City.
4. Mile Two's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company or Mile Two desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Mile Two hereunder, Mile Two shall repay to City within thirty (30) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Mile Two shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder. The City may terminate this Agreement at any time and without cause upon giving Mile Two thirty (30) days prior written notice

ARTICLE 7. INDEMNIFICATION.

Mile Two shall defend, indemnify, and hold harmless 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 Mile Two, and its or their agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Mile Two's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

**ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND
NON-DISCRIMINATION.**

Mile Two 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 9. POLITICAL CONTRIBUTIONS.

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

ARTICLE 10. RECORDS AND RETENTION.

Mile Two 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 Mile Two 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, Mile Two 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. Mile Two 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 Mile Two 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, Mile Two 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 11. TAX REPRESENTATION.

Mile Two 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 Mile Two is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Mile Two currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Mile Two filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Mile Two. 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 12. GENERAL PROVISIONS.

- A. Conflict of Interest. Mile Two, respectively, 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. Mile Two, respectively, 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. Independent Contractor Status. By executing this Agreement, Mile Two acknowledge and agree that it will be working with the City as an "independent contractor." As an independent contractor for the City, Mile Two shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this subsection. Mile Two 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.

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

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

- D. 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.

- E. 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.
- F. 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.
- G. 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 Mile Two.
- H. 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 Weber, Director
Department of Economic Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401

For Mile Two: Jeff Graley, President
Mile Two, LLC
444 East Second Street
Dayton, Ohio 45402

- I. 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 Mile Two each by a duly authorized representative, have executed this Agreement as of the date set forth below.

MILE TWO LLC

By: Jeffrey Graley

Print name: Jeffrey Graley

Its: President

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:

8/14/2020

X Amelia N. Blankenship for

City Attorney

Signed by: Blankenship, Amelia

EXHIBIT A

EXHIBIT B

**City of Dayton
Department of Economic Development
Request for Disbursement**

DATE _____ VENDOR/ORGANIZATION _____

AMOUNT REQUESTED _____

The above-named vendor/organization hereby submits this request for reimbursement. We have reviewed our agreement with the City of Dayton and believe our request meets the eligibility requirements for reimbursement as detailed below.

_____ The expenses for which reimbursement is sought or which, if applicable, comprise project costs that are the basis of calculating the Reimbursement Percentage, were actually incurred as established by the attached documentation. (In the case of improvements to real property, this would most likely be invoices and proof of payment (i.e. copy of cancelled check) for construction and/or equipment/materials. For professional services agreements, this would most likely be a list of activities performed and the hours and wages that correlate thereto.)

_____ The expenses were incurred and/or services were performed during the eligible time frame set forth in the agreement.

_____ The expenses were incurred for eligible activities as set forth in the agreement.

_____ Activity reports have been duly submitted to the Department of Economic Development if required. (This generally pertains to professional services agreements.)

_____ The project is “completed” if required. Evidence of completion of the project (photos, Certificate of Use and Occupancy, etc.) is attached hereto.

_____ Organization has met all job creation and retention requirements if applicable or is on track to meet such requirements. (Detail job creation and retention requirements and status thereof below if appropriate.)

ADDITIONAL INFORMATION:

For more information, please feel free to contact me unless another person is identified below.

Submitted by:

Signature: _____

Title: _____

Phone: _____

Email: _____

Alternative contact for further information if applicable:

Name

Title

Email

Phone

3454067.7

601 East Third Street



DISCLAIMER

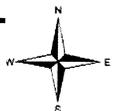
This map is a visual presentation of data to be used as a public resource of general information and is provided strictly as a courtesy. The Montgomery County Auditors Office makes no warranty, representation, or guaranty as to the content, accuracy, timeliness, or completeness of any information provided herein.

Furthermore The Montgomery County Auditors Office shall assume no liability for:

1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused or
2. Any decision made or action taken or not taken by the reader in reliance upon any information furnished hereunder.

Note: Exact property boundaries must be derived by a legal survey of the property.

1 inch = 100 ft



GIS DEPARTMENT

1st and 2nd Reading 6.

6526-20

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

A RESOLUTION

Authorizing the Acceptance of the Fiscal Year 2019 Assistance to Firefighters Grant in the Amount of One Hundred Six Thousand Nine Hundred Sixty-Five Dollars and Seventy-One Cents (\$106,965.71) by the Federal Emergency Management Agency ("FEMA"), Authorizing the Required Matching Funds in the Amount of Ten Thousand Six Hundred Ninety-Six Dollars and Fifty-Seven Cents (\$10,696.57), and, Declaring an Emergency.

WHEREAS, The Federal Emergency Management Agency ("FEMA") administers the Assistance to Firefighters Grant ("AFG"); and,

WHEREAS, Section 36.10 of the Revised Code of General Ordinances of the City of Dayton authorizes the City Manager to submit grant applications on behalf of the City of Dayton ("City"); and,

WHEREAS, The City submitted a grant application to FEMA concerning the acquisition of four (4) new monitor/defibrillators for use by the Dayton Fire Department; and,

WHEREAS, FEMA approved the City's grant application and awarded the City AFG in the amount of One Hundred Six Thousand Nine Hundred Sixty-Five Dollars and Seventy-One Cents (\$106,965.71) subject to the City's acceptance; and,

WHEREAS, Acceptance of the AFG requires the City to contribute Ten Thousand Six Hundred Ninety-Six Dollars and Fifty-Seven Cents (\$10,696.57) in matching funds towards the acquisition of the four (4) new monitor/defibrillators, for a total approved budget amount of One Hundred Seventeen Thousand Six Hundred Sixty-Two Dollars and Twenty-Eight Cents (\$117,662.28); and,

WHEREAS, the AFG must be accepted within (30) days, and for the immediate preservation of the public peace, property, health and safety it is necessary that this Resolution take effect at the earliest possible date; now therefore,

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

Section 1. That the City Manager, or her designee, is authorized and directed on behalf of the City to execute any and all documents and agreement, which are necessary to accept the AFG in the amount of One Hundred Six Thousand Nine Hundred Sixty-Five Dollars and Seventy-One Cents (\$106,965.71) from FEMA.

Section 2. That the City Manager, or her designee, is authorized and directed on behalf of the City to encumber funds in the amount of Ten Thousand Six Hundred Ninety-Six Dollars and Fifty-Seven Cents (\$10,696.57) as matching funds, and to execute any necessary contracts or other documents in connection with the acceptance of the AFG and expenditure of the matching funds.

Section 3. That for reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2020

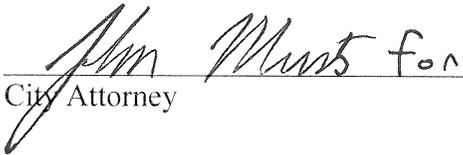
SIGNED BY THE MAYOR....., 2020

MAYOR CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney

MEMORANDUM



August 17, 2020

TO: Shelley Dickstein
City Manager
City Manager's Office

FROM: Jeff Lykins 
Director and Chief
Department of Fire

SUBJECT: 2019 Assistance to Firefighters Grant Award Resolution

Attached for your review and presentation to the City Commission is a resolution authorizing the City Manager to accept a Grant Award from the Federal Emergency Management Agency for the 2019 Firefighters Assistance Grant (AFG) in the amount of \$106,965.71.

The Dayton Fire Department (DFD) applied for and on August 5, 2020 was awarded the 2019 AFG grant to purchase four (4) new monitor/defibrillators.

This award must be accepted within 30 days; therefore DFD is requesting that this resolution be added to the August 26, 2020 City Commission for both readings in order to accept this grant before the deadline.

If you have any questions, please contact Kevin Kuntz at x4508 or at kevin.kuntz@daytonohio.gov.

JL/kmk

Attachments: resolution, Grant Award letter

c: Mr. Parlette
Ms. Lofton
DFD Command Staff
Mr. Kuntz
file

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Kevin Kuntz
DAYTON, CITY OF
300 N MAIN ST
DAYTON, OH 45402



FEMA

EMW-2019-FG-00700

Dear Kevin Kuntz,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$106,965.71 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$10,696.57 for a total approved budget of \$117,662.28. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan".

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: DAYTON, CITY OF

DUNS number: 094457806

Award number: EMW-2019-FG-00700

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$117,662.28
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$106,965.71
Non-federal	\$10,696.57
Total	\$117,662.28
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Equipment

Monitor/Defibrillator - 15 leads

DESCRIPTION

Four 15-lead monitor/defibrillators to replace four current Zoll E-series monitors that must be taken out of service on or before February 2021 due to no longer being FDA approved. This project was thoroughly evaluated through a risk/needs assessment, and this pricing was determined to be the lowest through Ohio State Term pricing.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4	\$29,415.57	\$117,662.28	Equipment

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: DAYTON, CITY OF

DUNS number: 094457806

Award number: EMW-2019-FG-00700

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- Article 3 Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4 Activities Conducted Abroad**
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15 Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 16 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 17 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- Article 19 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 20 Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

- Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22 Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23 National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 25 Non-supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 26 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-00700	2. Amendment No. N/A	3. Recipient No. 316000175	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address DAYTON, CITY OF 300 N MAIN ST DAYTON, OH 45402		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Kevin Kuntz		9a. Phone No. 9373334508	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/30/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/06/2020 to 08/05/2021 Budget Period 08/06/2020 to 08/05/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$106,965.71	\$106,965.71	\$10,696.57
Totals			\$0.00	\$106,965.71	\$106,965.71	\$10,696.57
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	DATE 07/30/2020

March 5, 2020

TO: Shelley Dickstein
City Manager
City Manager's Office

FROM: Jeff Lykins *- For* 
Director and Chief
Fire Department

SUBJECT: 2019 Assistance to Firefighter Grant EMW-2019-FG-00700

I am requesting permission to apply for the above referenced Assistance to Firefighter Grant. Deadline for submission to the funding agency is March 13, 2020.

The City of Dayton's contribution would be ten percent (10%) or \$10,696.57. It would be our intention to use this grant for four new cardiac monitor/defibrillators.

Please contact me should you required additional information.

JL/mw

c: Mr. Parlette, Ms. Clements, DFD Command Staff, Mr. Kuntz, File

GRANT APPLICATION APPROVAL FORM

Date: 03/05/2020

Department/Division

Submitting Application: **Department of Fire, Strategic Programs and Safety**

Project Title: **AFG Cardiac Monitor/Defibrillators**

CFDA Title and Number:

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money is from the federal government, even if the application is going to a state or local authority.)

Brief Description of Project:

The Dayton Fire Department (DFD) conducted a risk analysis/needs assessment. In conducting this assessment, we concluded that our most significant risk and need for our personnel and community is the replacement of four aging and outdated cardiac monitors that are mandated into retirement by new FDA guidelines as of February 2021. The \$117,662.28 specified in this FEMA Assistance to Firefighters Grant funding request would equip our four remaining front-line medic units with the same cardiac monitor model that the remainder of our fleet operates with. Additionally, this would represent a significant achievement for our organization in consistency, operational efficiency, and personnel morale. These monitors are a noted High Priority on the FY2019 NOFO document, and would standardize our cardiac monitor inventory with a high-quality, standardized model.

Name and phone of staff person to be called when signed application is ready: Assistant Chief Mike Rice Ext. 4504

Name of staff person responsible for this grant: Assistant Chief Mike Rice Ext. 4504

Deadline for submission to funding agency: March 13, 2020

When will grant award decision be made? (Estimate if necessary) May 1, 2020

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Fed		\$ 106,965.71
State		\$ 0.00
City of Dayton		\$ 10,696.57
Other		\$ 0.00
TOTAL		\$ 117,662.28

(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director's Signature: _____



3/5/2020

Date

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director, Department of Procurement, Management & Budget _____

Diana A. Arthur 3.10.2020

Date

Director of Finance (IF CASH MATCH IS REQUIRED) _____

C. Jessica Lofgren 3.11.2020

Date

City Manager's Office _____



Date

3.12.2020

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order:

Contract Start Date	
Expiration Date	10/31/21
Original Commission Approval	\$ 10,696.57
Initial Encumbrance	\$ 10,696.57
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>\$ 10,696.57</u> Fund Code <u>10000 - 6340 - 1301 - 71 - - -</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: City of Dayton

Vendor Address: 101 W. Third Street Dayton OH 45402
Street City State Zipcode + 4

Federal ID: 31-6000175

Commodity Code: 72500

Purpose: Matching funds for 2019 Assistance to Firefighters Grant. The City of Dayton will receive \$106,965.71 from FEMA for the purchase of four (4) cardiac monitors

Contact Person: Assistant Chief Thomas Rice Fire Department 3/5/2020
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.

Finance Director Signature

03/11/2020
 Date

CF Prepared by

03/11/2020
 Date

CF No. - 128
 CF/CT Number

Handwritten note:
3-10-2020

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

DAYTON, CITY OF

Information current from SAM.gov as of:

03/01/2020

DUNS (includes DUNS+4):

094457806

Employer Identification Number (EIN):

316000175

Organization legal name:

DAYTON, CITY OF

Organization (doing business as) name:

Mailing address:

300 N MAIN ST DAYTON, OH 45402-1208

Physical address:

300 N MAIN ST DAYTON, OH 45402-1208

Is your organization delinquent on any federal debt?

N

SAM.gov registration status:

Active as of 2019-07-11 00:00:00.000 GMT

Γ

Applicant information

Please provide the following additional information about the applicant.

Applicant name

Dayton Fire Department

Main address of location impacted by this grant

Main address 1

300 N. Main St.

Main address 2

City

Dayton

State/territory

OH

Zip code

45402

Zip extension

1208

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Montgomery

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Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type:

Fire Department/Fire District

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

No

What kind of organization do you represent?

All Paid/Career

How many active firefighters does your department have who perform firefighting duties?

240

How many of your active firefighters are trained to the level of Firefighter I or equivalent?

0

How many of your active firefighters are trained to the level of Firefighter II or equivalent?

240

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

No

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?

299

Does your department have a Community Paramedic program?

Yes

How many personnel are trained to the Community Paramedic level?

2

How many stations are operated by your department?

12

Does your organization protect critical infrastructure of the state?

Yes

Please describe the critical infrastructure protected below.

Dayton is the primary source of most of the region's water supply and sits above one of the largest aquifers in the Midwest. The department protects a well field area that serves all of Montgomery County and portions of surrounding counties as well as several major rivers. A portion of this well field protection area also lies within the boundaries of Wright Patterson Air Force Base, which is located adjacent to the City of Dayton. Safeguarding this critical infrastructure is a major concern for our region. The Dayton Fire Department has several highly critical transportation resources in our first-due response area. D.F.D. provides support and response to the Dayton International Airport, which is the third largest airport in Ohio serving around one million passengers annually. There are two major thoroughfares, I-75 and U.S. 35 that run directly through the city which have a combined average daily traffic count of 177,000 vehicles. There are also several inter-modal freight railroad terminals and switching yards within the city. There are major natural gas delivery pipelines and petroleum transmission lines that supply local petroleum storage farms and then supply other areas throughout southwest Ohio. The Dayton Fire Department protects four major Hospitals to include Miami Valley, Grandview, Dayton Children's, and the Dayton VA Hospital Complex which are essential to the health of the community. Residing with the city limits are various historical and art districts to include performing arts centers, museums, and Carillon Historical Park. Additional critical infrastructure includes two major college/universities, housing, and sports arenas (University of Dayton and Sinclair Community College).

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

Yes

Please enter your FDIN/FDID.

57011

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Operating budget

Current fiscal year:

2020

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Fiscal Year Operating budget

2020	\$42,853,900.00
2019	\$42,872,800.00
2018	\$41,060,300.00

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Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served

City

What type of community does your organization serve?

Urban

What is the square mileage of your first due response zone/jurisdiction served?

57

What percentage of your primary response area is protected by hydrants?

95

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	5
Commercial and industrial purposes	35
Residential purposes	60
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?

141527

Do you have a seasonal increase in population?

No

Please describe your organization and/or community that you serve.

The Dayton Fire Department has 260 paid full-time career firefighters and 42 civilian EMTs and Paramedics with an annual call volume of over 39,000 incidents. We have 7 Engines, with the ability to staff the 8th engine when personnel are available, 4 ladder trucks, 8 ALS medic units, 3 District Chiefs, and an Incident Support Unit (Lieutenant/Paramedic EMS Supervisor) as frontline apparatus staffed daily out of 12 fire stations. As staffing allows, we additionally staff an additional 2 medic units to keep up with our ever-increasing E.M.S. call volume. D.F.D. also cross-staffs 2 Rescue Units with four firefighters on each unit who are trained in fire ground search and rescue, extrication, confined space, trench, swift water rescue, and rope rescue activities. D.F.D. houses and maintains the Regional Hazardous Materials Team that responds to Montgomery, Greene, and portions of Miami County. Dayton is also the base for Ohio Task Force 1, FEMA's Urban Search and Rescue (USAR) Team for the State of Ohio. Provides and ALS medic unit at all University of Dayton Football and Basketball games, and numerous special events held throughout the year. D.F.D. coordinates a robust Metropolitan Medical Response System (MMRS) which provides assistance and planning aid to an eight-county region, and we are pivotal members of the Miami Valley Fire/EMS Alliance, a regional council of governments which provides assistance and planning aid to their eighteen fire department members. Additionally, we work closely with the Greater Miami Valley EMS Council and the Greater Dayton Area Hospital Association to develop, write and administer regional EMS standing orders. The City of Dayton is the sixth-largest city in the state of Ohio and has a population of approximately 141,500 people; it is the largest city in and the county seat of Montgomery County. Dayton is situated within the Miami Valley region of Ohio, just north of the Cincinnati/Northern Kentucky metropolitan area. The Dayton, Ohio metro area has a population of approximately 800,000 people. Dayton participates in five Automatic Mutual Aid Response (AMAR) agreements, along with a regional Mutual Aid pact covering 10 counties and 98 fire departments.

Applicant and community trends

Please provide the following additional information about the applicant.

Top of Form

Injuries and fatalities	2019	2018	2017
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	5	5	2
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	11	33	18
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	21	34	54

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How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

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Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	7	6	52
Ambulances for transport and/or emergency response.	9	6	30
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	4	4	32

Grant request details

Program area: Operations and safety

Total requested for Equipment activity: \$117,662.28

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Monitor/Defibrillator - 15 leads

Quantity

4

Unit price

\$29,415.57

Total

\$117,662.28

Budget Class

Equipment

Description

Four 15 lead- monitor/defibrillators to replace four current Zoll E-series monitors that must be taken out of service on or before February 2021 due to no longer being supported by the FDA. This project was thoroughly evaluated through a risk/needs assessment, and this pricing was determined to be the lowest through Ohio State Term pricing.

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More Details for Monitor/Defibrillator - 15 leads.

Generally the equipment purchased under this grant program will:

Replace unusable/unrepairable equipment to meet current standard

Specify the age of equipment in years:

13

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Yes

Is your department trained in the proper use of the equipment being requested?

Yes

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes

More Details for Equipment.

Narrative

Project Description

The Dayton Fire Department (DFD) conducted a risk analysis/needs assessment . In conducting this assessment, we concluded that our greatest risk and need for our personnel and community is the replacement of four aging and outdated cardiac monitors that are mandated into retirement by new FDA guidelines as of February 2021. The DFD operates eight front-line medical transport units in our high-volume, urban, fire-based EMS system. While our organization has been able to slowly piece together funds through internal means to achieve the replacement of four of the eight monitors over the past two years, we are now at the critical juncture of losing our remaining four cardiac monitors to mandatory retirement by Federal guidelines, and not being in a fiscal position to purchase the remaining four monitors. The \$117,662.28 specified in this funding request would equip our four remaining front-line medic units with the same cardiac monitor model that the remainder of our fleet operates with, and would represent a significant achievement for our organization in consistency, operational efficiency, and personnel morale. These monitors are a noted High Priority on the FY2019 NOFO document, and would standardize our cardiac monitor inventory with a high-quality, standardized model. Costs in this request are trim and narrow, and include four monitors at a cost of \$29,415.57 each, including only the minimum amount of associated operational equipment, such as carrying cases and spare batteries. The risk to our organization of not replacing these cardiac monitors is significant. As a proud provider of ALS-level care and transport to our city's 140,000 residents, we have taken great care to update and upgrade our fleet of cardiac monitors from older and aging equipment to the industry standards for 12-lead diagnostic-quality EKGs, capnography, carboxyhemoglobin monitoring, and AHA-compliant electrical therapy. However, with the fiscal realities faced in our city, we have been able to accomplish these equipment upgrades only in a sporadic, fragmented fashion as funds were pieced together at different times. While frustrating, starting down the road to replacement was a priority even if it couldn't be accomplished all at once. Unfortunately, this has led us to the awkward position of having multiple makes and models of cardiac monitors that our personnel are required to remain fully competent with, depending upon which medic unit they are riding that particular day. The organizational risk and legal liability of this predicament is substantial. Furthermore, our four oldest cardiac monitors are now required to be taken from service in February of 2021 due to new FDA guidelines. As an organization, we are forced into a position of either reducing the number of available medic units on our streets due to a lack of critical equipment, or purchasing basic, low-cost

monitors as funds become available, and continuing the risky and inefficient cycle of cardiac monitor inconsistency and less-than-optimal patient care capabilities. This grant funding request represents a project that is a critical priority for our fire department's mission of quality EMS care, has been well-planned to expedite purchase, delivery, and training once awarded, and truly represents the most genuine and cost-effective use of funds that our organization could possibly seek with this funding opportunity.

Cost/Benefit

In acquiring the minimum number of cardiac monitors to fully equip the Dayton Fire Department's front-line medical transport fleet with modern, compliant, and functional devices, we are striking a balance with full functionality and top-level ALS care, while also showing thoughtful fiscal restraint and responsibility with this funding request. Through hard-fought budgetary processes and internally identifying any available funding streams over the past year, the DFD has been able to fund four of the cardiac monitors necessary to equip our eight front-line medical transport units. While as an organization we would prefer to also equip our front-line ALS-capable fire suppression apparatus with cardiac monitors, we have chosen instead to focus all possible efforts on our transport units only, as a more achievable and impactful immediate goal in our care delivery system. This funding request would give our organization the ability to round-out the cardiac monitor fleet of our medic units to a set of eight uniform, consistent, highly functional devices with a level playing field for ongoing training, maintenance, and everyday patient care. The \$117,662 requested in this grant proposal represents the absolute minimum level to meet our need, with quotes from suppliers that include only the most necessary associated equipment items, such as batteries and carrying cases. EMS delivery at a high level is a foundational element of our mission as a fire department, and acquiring these cardiac monitors will serve our citizens in a very functional and cost-effective way. Cardiac monitors are extremely high-use items on our 30,000+ EMS incidents each year, and the impact would be immediate. Our surrounding mutual aid partners will also share in the benefit of these cardiac monitors, as we work to standardize equipment in our region for seamless patient care experiences across jurisdictional boundaries. While in a high-volume, fire-based EMS system we often receive mutual aid more than we reciprocate, this cardiac monitor acquisition will make those occasions of providing aid to our partners more efficient, and will provide them with the same level of patient assessment capabilities that they so graciously provide for our citizens. With the City of Dayton's current population of approximately 140,000, the per capita cost for this request is well less than one dollar (\$0.84/citizen). Attempting to divert operational funding from other areas or seeking additional capital funds internally for this cardiac monitor modernization project is simply not feasible at this time, as all funding streams have been fully exhausted to get us to this halfway point. We have committed as an organization to finding the 10% matching cost required if our equipment is funded, in the amount of \$11,766. However, the funding of the entire replacement project is well beyond our capabilities at this time. Funding of this request would put us across the finish line as we fight for our citizens in a busy, urban system to receive the level of EMS service delivery that they rightfully deserve.

Statement of Effect

The acquisition of modern, compliant, highly functional cardiac monitoring devices is a foundational element of the Dayton Fire Department's core mission of providing exceptional emergency medical care and customer service to our city's residents and

visitors. Few aspects of modern EMS care are as essential as the ability to fully assess a critical patient through the diagnostic capabilities of advanced cardiac and respiratory monitoring. Cardiac monitors are used on a high percentage of our 30,000 annual EMS incidents in Dayton, ranging from gathering routine pulse oximetry readings and vital signs on low-acuity patients, to performing invasive electrical therapy on critical cardiac patients. The four cardiac monitors that funding this project would provide will have an immediate and widespread daily impact on both our fire department members and our citizens throughout the city. Our members often struggle with maintaining full competence on our fleet of three different cardiac monitor brands and models. This project would have a significant and lasting effect on personnel morale throughout our ranks, as a unified front of high-quality cardiac monitors would become consistent across our eight front-line medic units. Achieving this consistency now is crucial, as we are forced to remove four of our current monitors from service due to FDA mandates effective next year. Outdated technology has slated our four oldest unit for permanent retirement, and replacement of those units is our organization's most critically pressing logistical and operation need. This funding request is of paramount importance to our EMS operation, and approval would have a transcending positive effect on members and citizens alike. The City of Dayton suffered a series of tragedies in 2019, the magnitude of which our community has never endured in its 200 year history. An outbreak of 15 confirmed tornadoes ravaged the Dayton metropolitan area throughout one long night in late May, cutting paths of devastation through our city and surrounding municipalities that will leave scars for generations to come. Then a lone mass shooter killed nine residents in our city's popular downtown entertainment district on a busy Saturday night in August. The resulting chaos, split-second victim triage decisions, and scene management challenges processed by the brave men and women of our fire department will remain with them for the rest of their lives. Dayton needs a win; our citizens and our fire department both. This funding request would provide a crucial needed upgrade to our EMS equipment, and would have a spirit-lifting effect on our personnel who have been so challenged in recent months. Our citizens would reap the benefits of the highest quality cardiac monitoring devices on the market today, and the Dayton Fire Department's success on this grant request would be a sorely needed win for our resilient city. Thank you very much for your time and dedication serving as a Peer Reviewer for this process.

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

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Activity	Number of items	Total cost
Equipment 1		\$117,662.28
Total	1	\$117,662.28

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Is your proposed project limited to one or more of the following activities : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

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Budget summary

Budget summary

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Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$117,662.28
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$117,662.28
Indirect charges	\$0.00
TOTAL	\$117,662.28
Non-federal resources	
Applicant	\$10,696.57
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	-

ERROR: undefined
OFFENDING COMMAND: J

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	0	0	0
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	6	0	16
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	3	11	14

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Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

Yes

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

The Dayton Fire Department has seen a significant rise in annual call volume. We responded to 38,238 incidents in 2019 which was a 3.4% increase from our 2018 call volume. Additionally, our annual call volume has increased a total of 16% over the last seven years. This marked increase in fire and E.M.S. call volume has led to increased fuel and maintenance costs. Unfortunately, we are one of the nation's leaders in responding to opioid overdoses. Dayton ranks near the top of the worst big cities in the United States for drug overdoses. The City of Dayton has also had a closure of one of our major hospitals (Good Samaritan) in July 2018. This closure has caused increased transport times for some of our EMS removals to Emergency Rooms. This increased transport time causes increased fuel costs and longer out of service times for medic units.

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Call volume

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Summary	2019	2018	2017
Fire - NFIRS Series 100	816	785	819
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	18	14	10
Rescue & Emergency Medical Service Incident - NFIRS Series 300	2836	374	374

Summary**2019 2018 2017**

Hazardous Condition (No Fire) - NFIRS Series 400	682	676	626
Service Call - NFIRS Series 500	705	533	457
Good Intent Call - NFIRS Series 600	1529	1424	1379
False Alarm & Falls Call - NFIRS Series 700	2004	1890	1583
Severe Weather & Natural Disaster - NFIRS Series 800	0	0	0
Special Incident Type - NFIRS Series 900	179	171	81

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Fires**2019 2018 2017**

"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	356	382	416
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	150	141	167
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	84	66	69
Total acreage of all vegetation fires	1	1	1

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Rescue and Emergency Medical Service Incidents**2019 2018 2017**

"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	1830	1603	1572
"Extractions from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	92	104	94
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	116	88	106
EMS-BLS Response Calls	12135	6239	6552
EMS-ALS Response Calls	8276	13882	15750
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	3	0	0

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Top of Form

Mutual and Automatic Aid**2019 2018 2017**

Amount of times the organization received Mutual Aid	565	381	730
Amount of times the organization received Automatic Aid	680	646	852
Amount of times the organization provided Mutual Aid	282	241	485
Amount of times the organization provided Automatic Aid	76	47	584
Of the Mutual and Automatic Aid responses, amount that were structure fires	306	318	65

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1st Reading 7.
6527-20

BY:

NO

A RESOLUTION

Declaring the Intention of the Commission to Vacate Cooper Street from Meigs Street to the East Property Line of City Lot #2913.

WHEREAS, The vacation of Cooper Street from Meigs Street to the east property line of City Lot #2913 as described herein will enable the abutting property owners to safeguard this property; and,

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. That the intention of the Commission is hereby declared to vacate Cooper Street from Meigs Street to the east property line of City Lot #2913 being more particularly bounded and described in as follows:

Being all of the 49.5 foot the Cooper Street from the 50 foot Meigs Street to the east property line of City Lot #2913.

Section 2. The vacation shall be subject to the following conditions:

- A. The abutting property owners shall follow City of Dayton code requirements if they arc to use the vacated right-of-way to provide extra parking for their facilities.

Adopted by the Commission, 2020

Signed by the Mayor, 2020

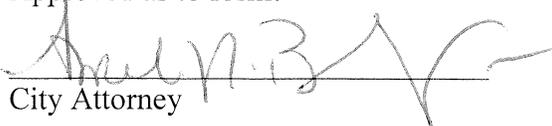
Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney



MEMORANDUM



August 17, 2020

TO: Shelley Dickstein
City Manager

FROM: Joseph Weinel, Chief Engineer
Division of Civil Engineering 

SUBJECT: The Vacation of Cooper Street from Meigs Street to the East Property
Line of City Lot #2913

Attached is the Resolution of Intent, the check of petition to vacate the subject alley, a letter from the City Plan Board recommending the vacation, and the original petition. Please present the resolution to the City Commission for their action.

Petition No. 21486 requesting the vacation was received from Lindhorst & Dreidame on August 14, 2020. The vacation will enable the abutting property owner to safeguard this property.

If you have any additional questions, please contact me at 4218.

JRW

Attachments

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

**Cooper Street from Meigs Street to the East Property Line of City
Lot #2913**

Checked 8/17/20 by Joseph Weinel

Total Frontage	594.00	lin. ft.
Frontage signed	594.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Kids Reality Inc.	2913	49.50	8-6-10
	2914	49.50	8-6-11
	2915	49.50	8-6-12
	2916	49.50	8-6-13
	2917	49.50	8-6-14
	2915	49.50	8-6-17
Roth Investment LLC	3735	49.50	8-6-27
	3736	49.50	8-6-28
	3737	49.50	8-6-29
	3738	49.50	8-6-30
	3739	49.50	8-6-31
	3740	49.50	8-6-32



City of Dayton City Plan Board

Decision Memorandum

July 16, 2020

Mr. Donald Austin
2333 Schebly Road
Spring Valley, OH 45370

Re: PLN2020-00238 – Public Way Vacation: Cooper Street from Meigs Street to the East Property Line of City Lot #2913

Meeting Date: July 14, 2020

Decision: Established Conditions

The City Plan Board found the proposed vacation (attached) met the criteria cited in R.C.G.O. Section 150.445(B) and therefore established the following condition:

1. Establish a 14-foot access easement centered on Cooper Street so that all properties within the vacated area can access the rear area.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

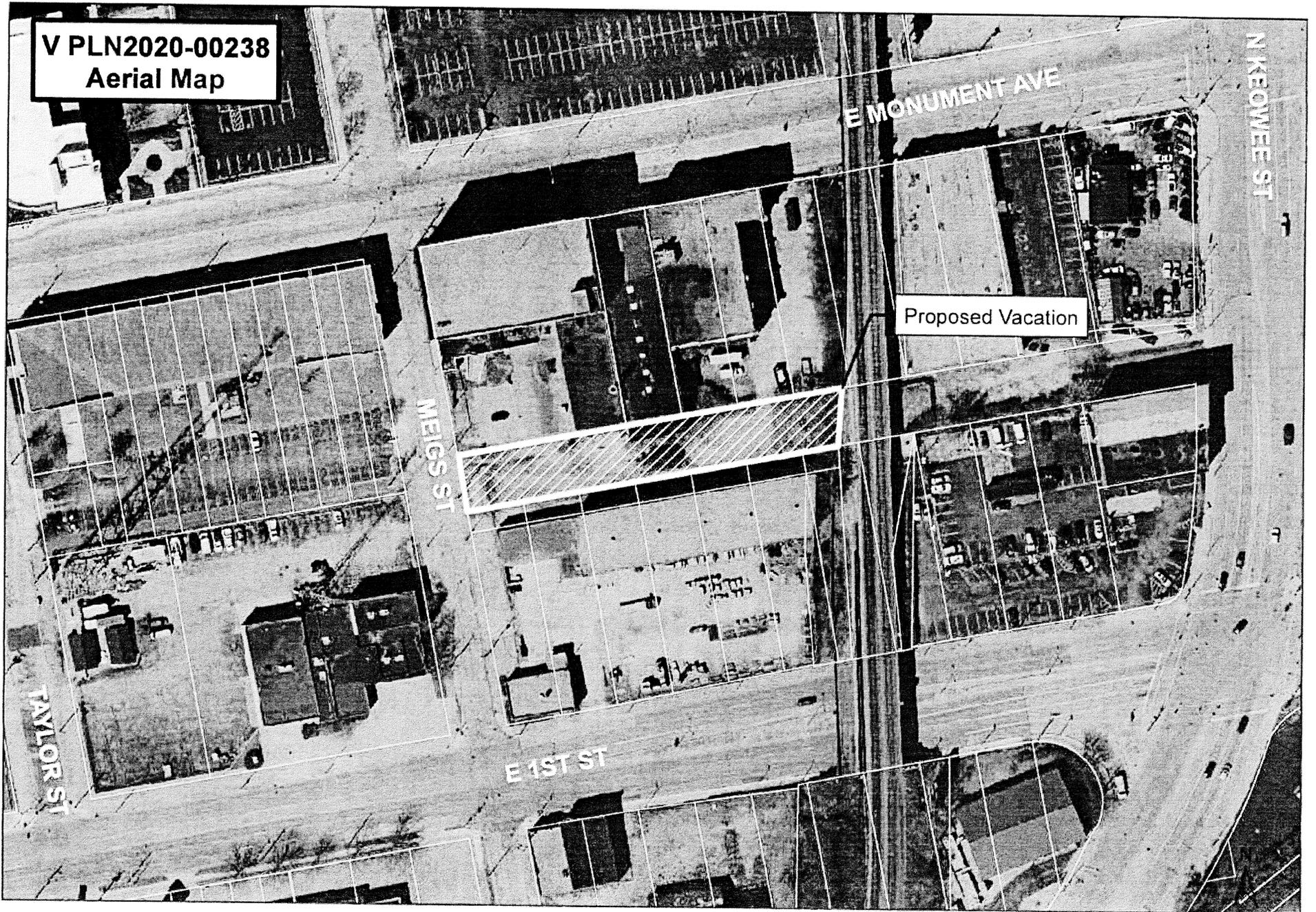
Please contact Abigail Free at 937-333-3635 or abigail.free@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

V PLN2020-00238
Aerial Map



VACATION: COOPER STREET FROM MEIGS STREET
TO EAST PROPERTY LINE OF CITY LOT #2913

21486

OFFICE OF CLERK OF COMMISSION

Date August 14, 2020

To the City Manager:

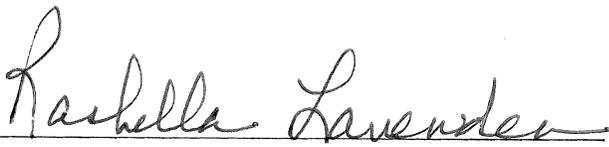
At a meeting of the City Commission held on August 12, 2020, the following matter was referred to you for appropriate disposal or for specific action as indicated:

Petition No. 21486 - street vacation -
Cooper Street from Meigs Street to East Property Line
of City Lot #2913.

Lindhorst & Dreidame
312 Walnut Street, Suite 3100
Cincinnati, OH 45202-4048

Documents attached:

Petition No. 21486


Clerk of Commission

PLEASE RETURN TO THIS OFFICE

OFFICE OF THE CITY MANAGER

To _____

Date _____

Please note above which is re-referred for action as indicated below:

1. To comply.
2. To investigate and report with recommendation.
3. To dispose, no report necessary.
4. _____

RETURN ALL DOCUMENTS

(4 Copies—City Manager's File, 1; Department Head, 1; Division Head, 1; City Clerk, 1)



City of Dayton City Plan Board

Decision Memorandum

July 16, 2020

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2333 Schebly Road
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Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

LINDHORST & DREIDAME

A LEGAL PROFESSIONAL ASSOCIATION

JAMES L. O'CONNELL
JAY R. LANGENBAHN (1)
JAMES H. SMITH III
MICHAEL F. LYON
THOMAS E. MARTIN
JAMES F. BROCKMAN
BARRY F. FAGEL (1)
BRADLEY D. McPEEK
CHRISTOPHER H. HURLBURT (1)
MATTHEW C. CURRAN
PAUL J. VOLLMAN (1)
CULLEN P. ROONEY (1)
ELIZABETH M. JOHNSON (1)

312 WALNUT STREET, SUITE 3100
CINCINNATI, OHIO 45202-4048
TELEPHONE: (513) 421-6630
FACSIMILE: (513) 421-0212
WWW.LINDHORSTLAW.COM

AMBROSE H. LINDHORST 1913-1997
ROBERT F. DREIDAME 1914-1978
WILLIAM J. WALSH 1919-1996
LEO J. BRESLIN 1928-2000

WRITER'S DIRECT DIAL
(513) 345-5777
churlburt@lindhorstlaw.com

(1) ALSO ADMITTED IN KENTUCKY

June 20, 2020

VIA OVERNIGHT DELIVERY

Commission of the City of Dayton
101 West Third Street
Dayton, OH 45402

RE: Petition for Vacation – Cooper Street

Dear Sir/Madam:

Our office represents Roth Investments, LLC, who owns property adjacent to an alleyway along Cooper Street. Accompanying this correspondence, please find a petition for vacation of Cooper Street from Meigs Street to the East Property Line of City Lot #2913. The petition has been signed by all of the necessary adjacent property owners. Also enclosed is a check in the amount of \$150.00 made payable to the City of Dayton in satisfaction of the associated fees. If you have any questions, please call me directly at (513) 265-7982.

Sincerely,

LINDHORST & DREIDAME CO., LPA

/s/ Christopher H. Hurlburt
Christopher H. Hurlburt

CHH:amd
Enclosures

CITY COMMISSION OFFICE

30 JUN 2020 4:41:37

#21486

ORIGINAL

Petition for Vacation

To the Commission of the City of Dayton:

We, the undersigned, owners of property abutting on

Cooper Street

do hereby petition the Commission of the City of Dayton to vacate

Cooper Street

from

Meigs Street

to

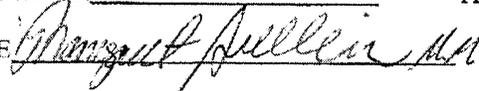
East Property Line of City Lot #2913

and

each petitioner for himself, his heirs and assigns hereby waives any and all claims for damages, costs and expenses which he may have at any time against the City of Dayton, Ohio, or any of its officers or employees on account of, caused by, growing out of, or incident to the vacation aforesaid made pursuant to this petition; and each signer hereof does hereby consent to and accept such vacation, after having carefully read and fully understood the language, purport and conditions hereof.

1. NAME OF OWNER Roth Investments, LLC TITLE Margaret Ann Sullivan, Managing Member

SIGNATURE



MAIL ADDRESS 752 Cedar Point Drive

LOT NUMBER 3735 thru 3740 pts Parcel 7

Cincinnati, Ohio 45230

8-8-27 to 32, 34 thru 39

2. NAME OF OWNER Kids Realty Inc.

TITLE VP Operations

SIGNATURE



MAIL ADDRESS 1099 Ventura Drive

LOT NUMBER 2912,2913,2914,2915

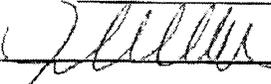
Wilmington, OH 45177

8-8-10 thru 12

3. NAME OF OWNER Westward Success, LLC

TITLE Member

SIGNATURE



MAIL ADDRESS P.O. Box 41490

LOT NUMBER 2916,2917,2918

Dayton, Ohio 45441

8-8-8-14 thru 17

4. NAME OF OWNER _____

TITLE _____

SIGNATURE _____

MAIL ADDRESS _____

LOT NUMBER _____

PAY IN ORDER

Department/Division City Commission Office

Pay in No. 01-12

Total Pay In Amount 150.00

Date: August 14, 2020

From/Purpose	Street Vacation	Amount (s)	150.00
Petition – Street Vacation – Cooper Street from Meigs Street to East Property Line of City Lot #2913 Lindhorst & Dreidame 312 Walnut Street, Suite 3100 Cincinnati, OH 45202-4048			150.00 CK#51146

Account Distribution(s)	Amount(s)
-------------------------	-----------

10000-1200-29324-52	150.00
---------------------	--------

PROCESSED
 AUG 14 2020
 TREASURY DEPARTMENT
 Register 6

Preparer's Signature: *[Signature]*

FOR FINANCE USE ONLY:

Original signature

Must be on PINK copy

Per: Accounting & Treasury Manager

WHITE:
Finance Dept. Copy

Yellow:
Department Receipt

PINK:
City Treasury Copy

GOLD
Preparer's Record

51146

LINDHORST & DREIDAME CO., LPA
ATTORNEYS AT LAW
312 WALNUT STREET, SUITE 3100
CINCINNATI, OH 45202-4048

NORTH SIDE BANK & TRUST
CINCINNATI, OH

13-55/420

DATE

06/20/2020

PAY
TO THE
ORDER OF

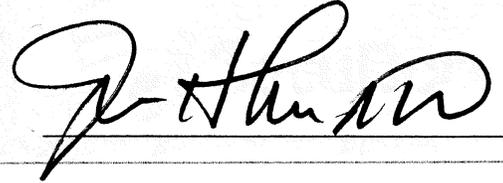
City of Dayton

\$

**150.00
DOLLARS

ONE HUNDRED AND FIFTY AND 00/100 DOLLARS *****

City of Dayton



MEMO

⑈051146⑈ ⑆042000550⑆ 90196510⑈

2nd Reading
16525-20

8.

By

No.

A RESOLUTION

Concurring with the Adoption of the
Northwest Dayton Neighborhoods Vision
Plan.

WHEREAS, The City Commission adopted the Jane Reece Neighborhood Strategic Plan on November 7, 1990, the Riverdale Neighborhood Improvement Plan on November 24, 1993, the Five Oaks Neighborhood Strategic Plan on December 29, 1993, its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the Phoenix Project Strategic Plan on January 30, 2008, the Dayton Livable Streets Policy on February 3, 2010, the City of Dayton 2025 Bicycle Action Plan on September 7, 2011, the Dayton Transportation Plan 2040 on September 6, 2017, the Dayton Riverfront Plan on October 8, 2018, the North Main Street Corridor Plan on December 12, 2018, and other plans for the greater northwest Dayton geography; and

WHEREAS, The Northwest Dayton Neighborhoods Vision ("Plan") builds on the directions, policies, and recommendations established in the aforementioned documents; and,

WHEREAS, The City Plan Board, on May 12, 2020 in Case PLN2020-00075, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and considered the Plan to be a component of an updated comprehensive plan for the City of Dayton; now therefore,

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

Section 1. The City supports the recommendations in the Northwest Dayton Neighborhoods Vision plan and in partnership with various organizations, government bodies, and residents, shall use the Plan to guide investments in the geography encompassed by it.

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

July 31, 2020

TO: Rashella Lavender, Clerk of Commission

FROM: Ann Schenking, Secretary, City Plan Board 

**SUBJECT: Adoption of Northwest Dayton Neighborhoods Vision Plan
on August 19, 2020 City Commission Calendar
(Plan Board Case PLN2020-00075)**

I am requesting that a resolution be placed on the August 19, 2020 City Commission calendar to adopt the Northwest Dayton Neighborhoods Vision plan. A second reading and vote on the resolution will be required at the following City Commission meeting.

On May 12, 2020 the Plan Board adopted the plan by a 7-0 vote because it is consistent with our comprehensive plan and other applicable plans and policies. The Plan Board considers the plan to be an updated component of the city's comprehensive plan, and 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, staff is prepared to make a brief presentation on the plan at the August 19 meeting if desired by the City Manager or the City Commission.**

The primary purpose of the Plan was to synthesize previously adopted plans, and take a closer look at those projects and areas that would be especially impactful and catalize additional investment. Through this plan, a number of common themes emerged, such as connectivity, corridors, open space, and placemaking. Key geographic focus areas include: the Salem Avenue corridor, North Main Street corridor, river corridors and open space.

Attached for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, the resolution, and a copy of the plan. 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 Tony Kroeger at ext. 3673.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Walker, Mr. Kinskey, Mr. Kroeger



City of Dayton

City Plan Board

Summary Minute Record

May 12, 2020

5. PLN2020-00075 – Plan Review and Approval – Northwest Dayton Neighborhoods Vision

Applicant: Mr. Tony Kroeger
City of Dayton
Department of Planning and Community Development
101 West Third Street
Dayton, OH 45402

Priority Land Use Board: North Central Planning District: Various

Decision: Adopted; Recommended City Commission Adoption

Staff Comments

Tony Kroeger presented the staff report. He gave a brief overview of the Northwest Dayton Neighborhoods Vision plan, its focus areas and reviewed the comments from Plan Board members that will be incorporated into the Plan. This is a request for approval of the Plan. The Plan has been shared with the Board at two previous Plan Board meetings.

The primary purpose of the effort was to synthesize previously adopted plans, and take a closer look at those projects and areas that would be especially impactful and catalize additional investment.

This plan was completed in December 2020 through a collaboration between Urban Design Associates (UDA), Department of Planning and Community Development staff, CityWide staff, and many stakeholders, residents, and business owners. The public involvement is indicated below:

Phase 1: Kick-off & Understanding

- In-depth download from city and CityWide staff about planning work-to-date and presentations from key project teams
- Sharing of data, base-mapping, and diagramming from past work
- Tour of Northwest Dayton neighborhoods
- Meetings with any key stakeholders or investors who have been active in the neighborhood or will be central to executing the vision in the future

Step 2: Building the Vision

Residents, stakeholders, and city staff helped develop the vision in a four-day workshop that included:

- Coordination of existing plans for catalytic projects
- Live illustration of the vision
- Discussions about prioritization of projects and sequencing for implementation
- Community Feedback: Community members were encouraged to make suggestions during the vision workshop.
- Open House: Community members and UDA discuss the Lower Salem Corridor.
- Final Workshop Presentation: Early designs are presented for community members' feedback.
- Open houses for the community to provide feedback and build support

Step 3: Documenting the Vision

Incorporation of input from the workshop

Further refinement of catalytic housing and development strategies

The planning process connected stakeholders and helped to leverage potential partnerships. The stakeholders and partners who participated are active neighborhood leaders who will be engaged in the implementation of projects in the Northwest and FROC neighborhoods.

- City of Dayton
- CityWide
- Dayton Regional Transit Authority
- Five Rivers MetroParks
- Dayton Metro Library
- Grace United Methodist Church
- Gem City Market
- Grandview Medical Center
- Dayton Early College Academy
- Dayton Public Schools
- Salem Avenue Peace Corridor
- Jane Reece Neighborhood Association
- Santa Clara Business Owners
- Philanthropic Community

Through this plan, a number of common themes emerged, such as connectivity, corridors, open space, and placemaking.

Key geographic focus areas include: the Salem Avenue corridor, North Main Street corridor, and river corridors and open space.

The document concludes with an implementation strategy, including a list of projects, lead agency, time frames, and potential funding sources.

Public Comments

Kegan Sickels, President, Dayton View Triangle Federation, 1571 Burroughs Drive, Dayton, OH, said the renderings in the plan were great. He shared a side-by-side comparison of the Plan's vision for Salem Avenue with the road's proposed reconstruction design and noted the lack of trees in the reconstruction design. He asked what impact the Plan will have on the design of the roadway reconstruction project. Ann Schenking, Todd Kinskey and Tony Kroeger said that the Salem Avenue reconstruction project budget was determined several years before this Plan was created and the reconstruction project is working within the budget and right-of-way available. Regardless, the reconstructed Salem Avenue will be a dramatic improvement. To provide trees along the reconstructed Salem Avenue, the City could make trees available for planting on private property in front yards. This was done in the past along Salem Avenue and provided a better environment for the trees to thrive in.

Board Discussion

The Plan Board discussed the plan.

Board Action

A motion was made by Ms. Pendergast, seconded by Mr. Payne and carried to adopt the Northwest Dayton Neighborhoods Vision plan, find it to be consistent with the city's comprehensive plan and other plans and policies that have applicability to the greater Northwest Dayton geography, consider the plan to be an updated component of the city's comprehensive plan, and recommend City Commission adoption of the plan.

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

Minutes approved by the City Plan Board on June 9, 2020.



Ann Schenking, Secretary
City Plan Board

May 12, 2020
CITY PLAN BOARD REPORT
Case PLN2020-00075
Northwest Dayton Neighborhood Vision Plan

BACKGROUND:

Applicant:

Todd Kinskey, Planning Director
City of Dayton
101 West Third Street
Dayton, OH 45402

REQUEST/DESCRIPTION:

This is a request for approval of the Northwest Dayton Neighborhood Vision. The Plan has been shared with the Board before two previous Plan Board meetings.

The primary purpose of the effort was to synthesize previously adopted plans, and take a closer look at those projects and areas that would be especially impactful and catalize additional investment.

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- Gem City Market
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- Dayton Early College Academy
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Through this plan, a number of common themes emerged, such as connectivity, corridors, open space, and placemaking.

Key geographic focus areas include: the Salem Avenue corridor, North Main Street corridor, and river corridors and open space.

The document concludes with an implementation strategy, including a list of projects, lead agency, time frames, and potential funding sources.

AGENCIES AND GROUPS TO BE CONTACTED PRIOR TO PLAN BOARD PUBLIC HEARING:

Stakeholders and neighborhood leaders

INCORPORATION OF PREVIOUS COMMENTS RECEIVED:

To be incorporated into the plan are sections that will address comments already received from the Plan Board, as well as any others that emerge at the May 12, 2020 Plan Board Meeting. Among those that will be addressed are:

Maintenance of Landscaping and Trees: Where appropriate in the document, we will note the need for the maintenance of these features. On City property, the City will be responsible, and therefore only trees or very low-maintenance vegetation shall be installed. Private property owners who have the ability to maintain, such as institutions, are ideal partners. The City shall also look to more creative solutions for maintenance partners, such as organizations who have experience in maintaining open space areas.

Traffic Implications of Reducing Vehicular Capacity on North Main Street and Riverside Drive: Where appropriate in the document, we will describe that North Main Street safety enhancements are the priority of the two. It is essential for the future viability of businesses of the corridor, and there is an immediate safety problem that must be addressed. Subsequently, if the desire still exists, decisions regarding Riverside Drive will be informed by the amount of traffic it accommodates after the vehicular narrowing of North Main Street. Included in both of these potential projects shall be a design that allows for easy crossing of the streets.

Miami Valley Golf Club reference on Page 35: There is a general note about how the facility interacts with the public realm. We will clarify what this means: There is often a substantial amount of invasive, unkempt vegetation around the periphery of the site, which also accumulates trash and debris. This is not an ideal boundary. It would be of interest to both the City and the facility to work on a solution that creates a cleaner, more formal boundary.

ALTERNATIVES:

The Plan Board may choose to:

1. Adopt the Northwest Dayton Neighborhoods Vision Plan, find it to be consistent with the city's comprehensive plan and other plans and policies that have applicability to the greater Northwest Dayton geography, consider the plan to be an updated component of the city's comprehensive plan, and recommend City Commission adoption of the plan.
2. Adopt the Northwest Dayton Neighborhoods Vision Plan with modifications, find the modified plan to be consistent with the city's comprehensive plan and other plans and policies that have applicability to the greater Northwest Dayton geography, consider the plan to be an updated component of the city's comprehensive plan, and recommend City Commission adoption of the plan.
3. Not adopt the plan because it is not consistent with the City's comprehensive plan, CitiPlan 20/20, and other plans and policies that have applicability to the greater Northwest Dayton geography.

FUTURE ACTIONS:

Upon Plan Board approval, the Plan will go to City Commission for their approval.

Prepared by: Tony Kroeger

By

No.

A RESOLUTION

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Northwest Dayton Neighborhoods Vision
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Adopted by the Commission, 2020

Signed by the Mayor, 2020

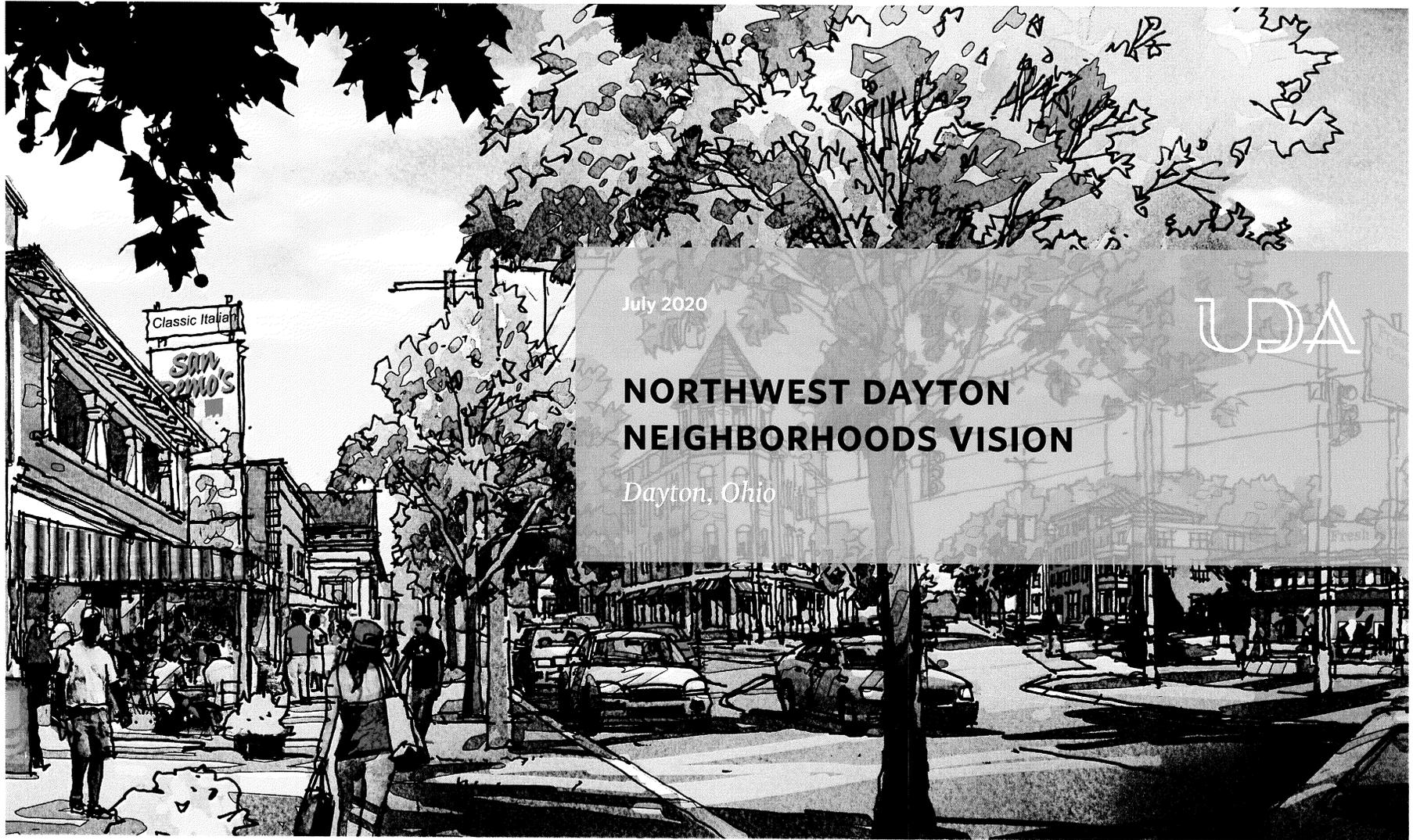
Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney



July 2020

UDA

**NORTHWEST DAYTON
NEIGHBORHOODS VISION**

Dayton, Ohio

NORTHWEST DAYTON NEIGHBORHOODS VISION

PREPARED FOR
The City of Dayton

CONSULTANT TEAM
Urban Design Associates

STEERING COMMITTEE
Shelley Dickstein
City of Dayton

Verletta Jackson
City of Dayton

Todd Kinskey
City of Dayton

Tony Kroeger
City of Dayton

Ken Marcellus
City of Dayton

Veronica Morris
City of Dayton

Tom Richie
City of Dayton

Ann Schenking
City of Dayton

Keith Steeber
City of Dayton

Fred Stovall
City of Dayton

Joe Weinel
City of Dayton

John Gower
City of Dayton / CityWide

Karen DeMasi
CityWide

Caitlin Jacob
CityWide

Katie Lunne
CityWide

Nicole Steele
CityWide

Fred Holley
Dayton View Neighborhood Association

Ellen Rice
Dayton View Triangle

David Taylor
DECA

Carrie Scarf
Five Rivers MetroParks

Leia Klein
Gem City Market

Sherry Gale
Grace UMC

Steve Makovec
Jane Reece Neighborhood Association

Michael Grauwelman
Montgomery County Landbank

Larry Ramey
Salem Avenue Business Association

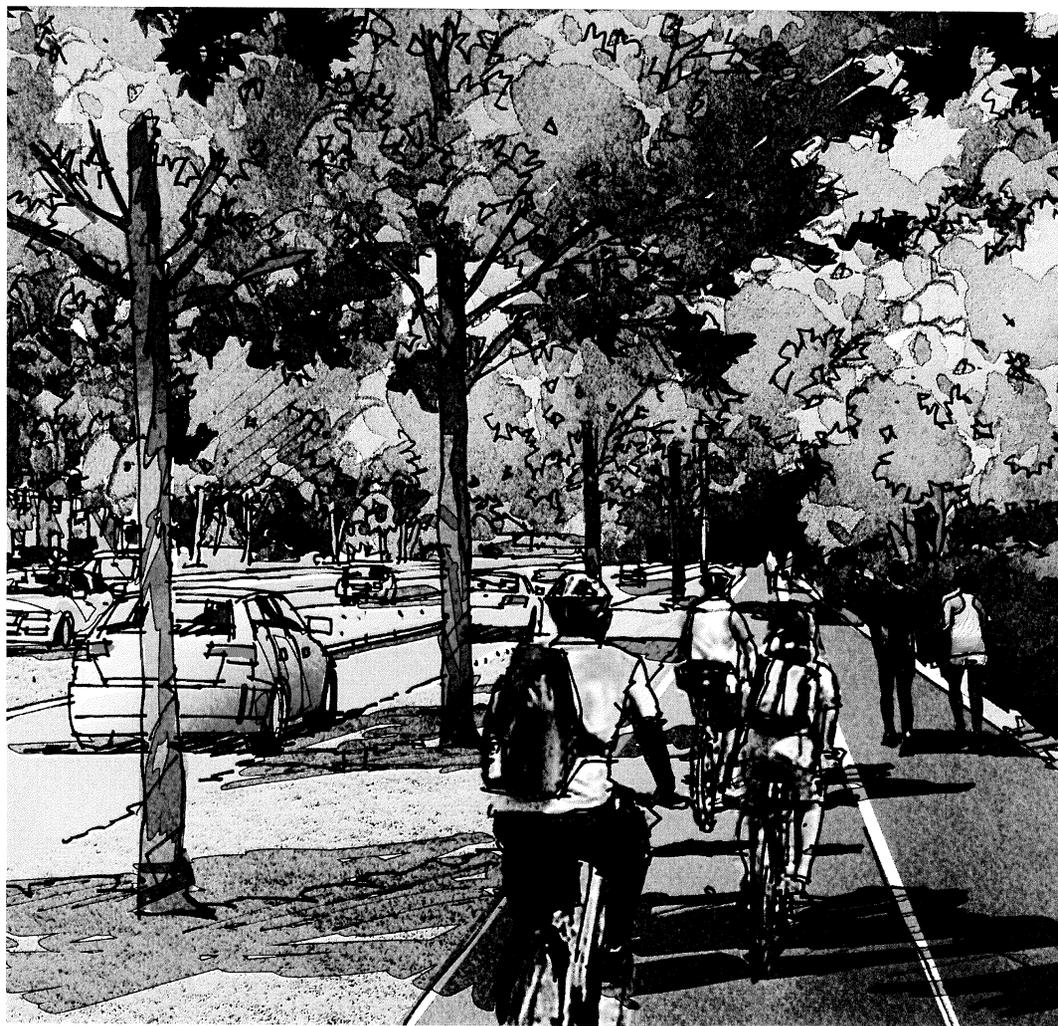


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Lower Salem Avenue Corridor A vision of the reactivated commercial node for the Grafton Hill and Old Dayton View neighborhoods

INTRODUCTION

UDA worked with the City of Dayton to organize and unite many different pieces of an emerging vision for Northwest Dayton, and recommend strategic refinements where appropriate, into an overall unified urban design vision for the community.

SUMMARY

With years' worth of plans, concepts, and proposals generated for various areas within Northwest Dayton, it is difficult for many residents and involved organizations to visualize a long-term, holistic vision of the area. The strategy for revitalization mirrors that of a place- and asset-based investment strategy: build on assets, right-size the city, focus on highest and best use, apply placemaking principles, and prioritize nodes. The purpose of this document is to integrate all planning efforts in Northwest Dayton and FROC and set forward a path toward redevelopment.

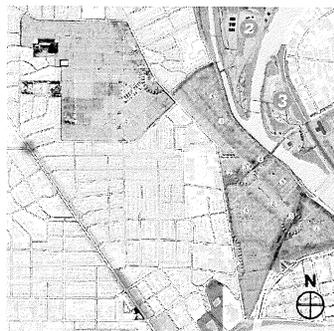
Applying Dayton's place- and asset-based investment approach to Northwest Dayton broadly culminates in a few main imperatives: to strengthen commercial corridors and reestablish a network of multi-use urban nodes. Identifying primary arteries like the North Main Street Corridor and Salem Avenue Peace Corridor helps to determine historical and well-connected anchor points for revitalization. Green corridors such as Wolf Creek, Stillwater River, and Miami River provide linear and neighborhood parks that make up a network of open spaces, amenities for

adjacent neighborhoods as well as the entire City. Strategizing connections between these identified economic veins, neighborhoods, and open space assets becomes an essential component of catalyzing redevelopment and uniting all the plans and proposals that have been generated over the last decade.

The Study Area Boundary

The edges of the Northwest Dayton study area are equally important as the interior and deserve the same amount of attention. The Miami River, Wolf Creek, Northwest Plaza, and more are all major landmarks and therefore have roles to play in shaping the edges.

- Stillwater and Miami River to the East
- Wolf Creek to the South
- The City limits to the West
- Siebenthaler Avenue, Philadelphia Drive, and Free Pike to the North



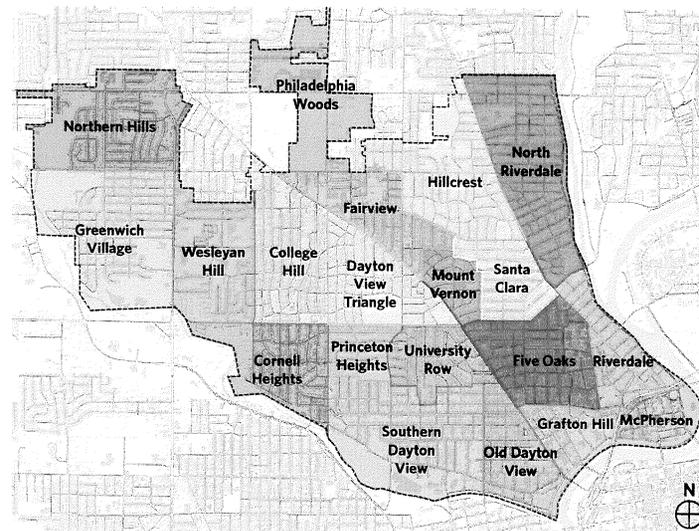
Collecting and uniting the many existing plans and proposals is an important first step.



Located across the Miami River from downtown, Northwest Dayton is well-connected to major economic centers and recreational assets.

NORTHWEST DAYTON NEIGHBORHOODS

- Northern Hills
- Greenwich Village
- Wesleyan Hill
- College Hill
- Cornell Heights
- Princeton Heights
- Dayton View Triangle
- University Row
- Southern Dayton View
- Fairview
- Mount Vernon
- Philadelphia Woods
- Hillcrest
- North Riverdale
- Santa Clara
- Five Oaks
- Grafton Hill
- Riverdale
- McPherson
- Old Dayton View



The Northwest Dayton study area is comprised of 20 neighborhoods

Northwest Dayton and FROC History

INTRODUCTION

The Northwest Dayton and the FROC Priority Board are comprised of twenty diverse neighborhoods situated northwest of the Miami River, with Wolf Creek to the west, Stillwater River to the east, and the city boundary to the north. The historic development of these neighborhoods occurred as Dayton industrialized and grew in population during the mid-nineteenth century. Northwest Dayton has faced challenges since the mid-twentieth century as suburban flight and the loss of manufacturing in the city brought economic downturn. Efforts since the late twentieth century have been geared towards revitalizing these diverse neighborhoods, despite the challenges stemming from concentrations of poverty and a disadvantaged workforce.

HISTORY

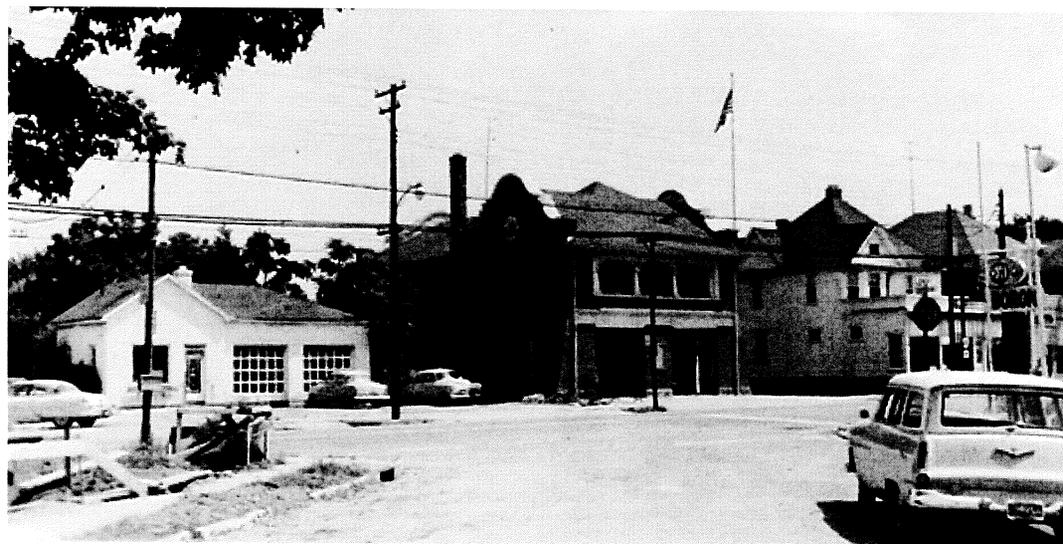
While early Dayton settlers had platted and built their homes in neighborhoods close to the Miami River such as Dayton View, Northwest Dayton became a sought-after residential area only after 1871 when the Dayton View streetcar running along Salem Avenue connected to the city's commercial and industrial districts to the south, across the Miami River. The last quarter of the nineteenth century saw the development of heavy industries in Webster Station and other areas, prompting the city's wealthy professionals to build opulent homes in the pristine Dayton View and Grafton Hill neighborhoods for a convenient

commute. These neighborhoods were located on high ground which provided safety from floods that had historically devastated Dayton, thereby increasing its desirability.

Meanwhile, Dayton's working-class population grew to fill jobs in the large new factories. New neighborhoods like McPherson Town, also within an easy commute to Dayton's factories, developed near the riverbank to accommodate this growth. Unlike the wealthy Dayton View and Grafton Hill neighborhoods, these neighborhoods were situated on low-lying areas near the river. As a result, they suffered destruction from both the 1897 flood and the Great Flood of 1913 that devastated Dayton, while wealthier, higher-elevation neighborhoods were spared the worst damage.

The Great Flood catalyzed the development of neighborhoods further north, away from the banks of the rivers, including Dayton View Triangle, College Hill, and other communities collectively known as Upper Dayton View at the time. Like Dayton View, these northern communities featured close proximity to the newly-extended streetcar line that followed Salem Avenue. Neighborhoods such as Dayton View Triangle attracted diverse residents, accommodating the city's Jewish population at a time when other communities were more restrictive. To this day, these welcoming beginnings contribute to the broad diversity of Northwest Dayton.

The less-affluent residential neighborhoods in



Still standing today, Fire Station No. 14 at North Main Street and Forest Ave in 1957 is a historically-significant landmark in Northwest Dayton.

Northwest Dayton suffered from low occupancy and neglect during the Great Depression and the second world war. With the rise of automobile dependence in the decade following the war, Dayton's residential neighborhoods began to expand outward to unbuilt land at the city's periphery. New commuter neighborhoods such as Greenwich Village and Northern Hills and new development in existing areas like College Hill were harbingers of the impending suburban growth. Suburban flight and the relocation and closing of industrial plants such as NCR and the General Motors Delphi division in the last quarter of the twen-

tieth century posed significant challenges to the vitality and development of Northwest Dayton, with each neighborhood grappling with varying degrees of economic stagnation and downtown.

Today, Northwest Dayton and FROC neighborhoods present opportunities for development despite these manifold challenges. Local advocacy and initiatives have resulted in the listing of six historic districts to the National Register of Historic Places, providing incentive to rehabilitate deteriorating but salvageable historic residential and commer-

cial buildings. Northwest Dayton is home to cultural institutions including the Dayton Art Institute, the Dayton Masonic Center, and the recently-constructed Dayton Metro branch library, the largest in the system. The historic Salem Avenue, the area's spine, reveals the story of its development through the nineteenth and twentieth centuries with high-style residential, civic, and religious buildings showcased alongside later commercial development. It continues to connect the Northwest Dayton and FROC neighborhoods to business, culture, entertainment, and sport in the increasingly vibrant downtown.

Planning Process

COMMUNITY ENGAGEMENT

A three-step planning process was applied for the neighborhoods of Northwest Dayton and FROC. The foundation of this process was authentically listening to stakeholders and residents with multiple feedback loops and inviting all partners to participate in the decision-making process. At each stage, we listen, repeat back, and invite input to be incorporated into the urban design and policy recommendations.

Step 1: Kick-off & Understanding

- In-depth download from city and CityWide staff about planning work-to-date
- Sharing of data, base-mapping, and drawings of proposed ideas
- Tour of Northwest Dayton and FROC neighborhoods
- Meetings with any key stakeholders or investors who have been active in the neighborhood or will be central to executing the vision in the future

Step 2: Building the Vision

Residents, stakeholders, and city staff helped develop the vision in a four-day workshop that included:

- Coordination of existing plans for catalytic projects
- Live illustration of the vision
- Discussions about prioritization of projects and sequencing for implementation

- Open houses for the community to provide feedback and build support

Step 3: Documenting the Vision

- Incorporation of input from the workshop
- Further refinement of catalytic housing and development strategies

STAKEHOLDERS & PARTNERS

The planning process connected stakeholders and helped to leverage potential partnerships. The stakeholders and partners who participated are active neighborhood leaders who will be engaged in the implementation of projects in the Northwest and FROC neighborhoods.

- City of Dayton
- CityWide
- Dayton Regional Transit Authority
- Miami Valley Trails
- Five Rivers MetroParks
- Dayton Metro Library
- Grace United Methodist Church
- Gem City Market
- Grandview Medical Center
- Dayton Early College Academy
- Dayton Public Schools
- Salem Avenue Peace Corridor
- Jane Reece Neighborhood Association
- Santa Clara Business Owners
- Philanthropic Community



Community Feedback Community members were encouraged to make suggestions during the vision workshop.

ASSEMBLING PREVIOUS PLANS

The plans, projects, and other relevant information were consolidated into a single drawing that served as the base to begin to think about how the neighborhoods could be strategically stitched and linked together. The drawing that resulted from this work is shown on the following page.

MEETING DATES

- Step 1: May 2, 2019
 - May 2: Focused Stakeholder Meetings, Team Kick-Off Meetings, and Tour
- Step 2: June 24–27, 2019
 - June 24: Team Kick-Off Meeting, Focused Stakeholder Meetings
 - June 25: Community Progress Pin-Up
 - June 26: Preview of Community Presentation with city staff and stakeholders
 - June 27: Community Presentation and Open House



Open House Community members and UDA discuss the Lower Salem Corridor.



Safety Residents and UDA discuss the experience of pedestrians, bicyclists, and motorists on Riverside Drive.



Final Workshop Presentation Early designs are presented for community members' feedback.

Relevant Plans and Projects

MAIN STREET CORRIDOR

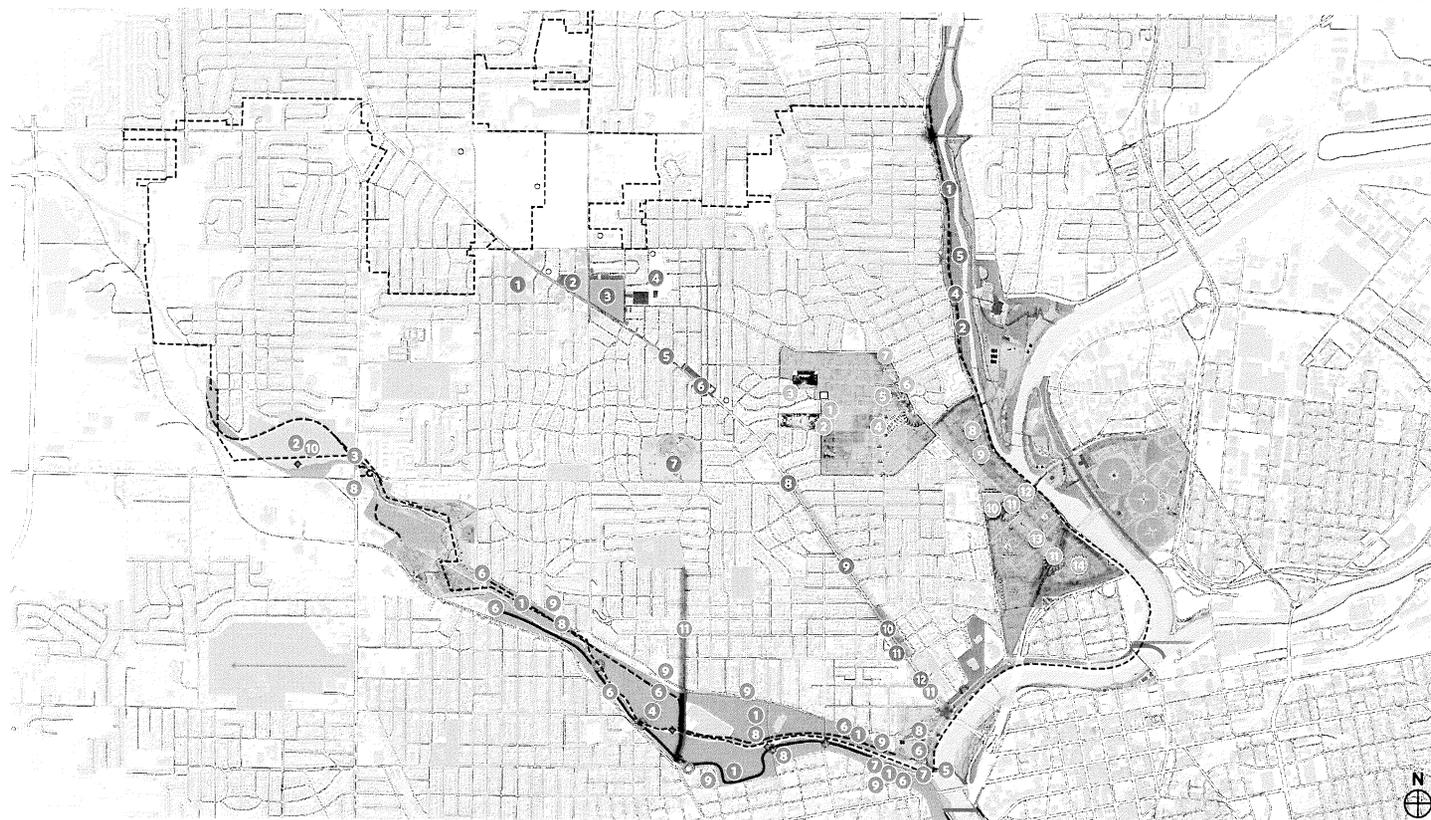
- 1 OPPORTUNITIES FOR MID-BLOCK PATHS
- 2 OPPORTUNITIES FOR PASSIVE AND NATURAL PARKS
- 3 CREATE PARK AT FORMER COLONEL WHITE HIGH SCHOOL
- 4 CONVERSION OF VACANT CORNER LOTS INTO POCKET PARKS
- 5 POTENTIAL TREE NURSERY OR ORCHARD
- 6 ADAPTIVE REUSE OF MIXED-USE BUILDINGS
- 7 CORNER PARK AND FARMER'S MARKET
- 8 ACQUISITION OF VACANT LOTS
- 9 OPPORTUNITIES FOR MID-BLOCK PATHS
- 10 NEW PARK
- 11 COMMUNITY GARDENS
- 12 PEDESTRIAN/BICYCLE CONNECTION
- 13 ADAPTIVE REUSE OPPORTUNITIES
- 14 MIXED-USE REDEVELOPMENT OPPORTUNITY

WOLF CREEK CORRIDOR

- 1 STRATEGIC LAND BANKING
- 2 WESLEYAN METROPARK EXPANSION
- 3 GATEWAY
- 4 DAYTON TIRE & RUBBER SITE (ROSedale MEADOW)
- 5 PEDESTRIAN PARK OF THE RIVER
- 6 RIVERSIDE TRAILS
- 7 STREET CLOSURES
- 8 VACANT LOTS AS PUBLIC OPEN SPACES
- 9 MIXED-USE INFILL HOUSING AND DEVELOPMENT
- 10 NEW PARK AMENITIES AT WESLEYAN METROPARK EXPANSION
- 11 CORRIDOR REVITALIZATION

STILLWATER & GREAT MIAMI RIVERS CORRIDOR

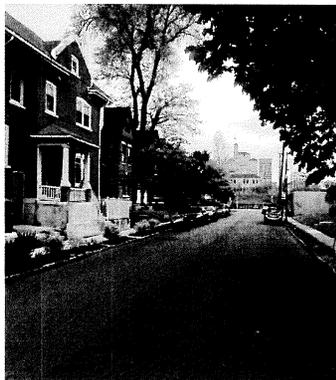
- 1 DEWEES WEST PARK EXPANSION
- 2 THIN VEGETATION AND ENHANCED NATURAL HABITAT
- 3 CONNECTIONS UNDER I-75 BRIDGE
- 4 RIVERSIDE DRIVE ROAD DIET AND EXPANDED WEST SIDE TRAIL SYSTEM
- 5 HILLCREST AVENUE AND DRILL AVENUE PEDESTRIAN CONNECTION



SALEM AVENUE CORRIDOR

- 1 REDEVELOPMENT SITES FOR OFFICE, COMMERCIAL, OR HOUSING
- 2 IMPLEMENT CITIPLAN AND CONCENTRATE COMMERCIAL USES
- 3 PHOENIX NEXT
- 4 RECENT OPENING OF NEW SPLASH PAD AND NURSERY
- 5 DEMOLITION OF VACANT BUILDINGS, HOME IMPROVEMENT PROJECTS
- 6 RECENTLY COMPLETED GATEWAY
- 7 OMEGA SENIOR LOFTS AND THE HOPE CENTER FOR FAMILIES
- 8 POTENTIAL STREETScape IMPROVEMENTS AT GATEWAY
- 9 LOWER SALEM AVENUE INFRASTRUCTURE IMPROVEMENTS (PHASE 3)
- 10 GEM CITY MARKET AND ADDITIONAL DEVELOPMENT SITE
- 11 LOWER SALEM AVENUE INFRASTRUCTURE IMPROVEMENTS (PHASE 1)
- 12 LOWER SALEM AVENUE INFRASTRUCTURE IMPROVEMENTS (PHASE 2)

Common Themes



HOUSING NEAR DOWNTOWN

Build on Momentum

The revitalization of downtown, and the associated demand for residential units, should be captured in the neighborhoods immediately adjacent to downtown. The neighborhoods of Riverdale, Five Oaks, Old Dayton View, and Southern Dayton View have several vacant parcels that are large, contiguous, and located along the major corridors of Salem Avenue and North Main Street, making these lots attractive to potential developers.

Pair Housing with Commercial

The community expressed a strong desire to have access to fresh produce and groceries. With the opening of the Gem City Market in late 2020, this asset for the community will become a reality. Having residents within walking distance of such a critical community asset as well as other commercial activity is a vital aspect of a well-functioning community.



REINVIGORATED COMMERCIAL NODES

Broaden typical commercial uses

As the nature and physical form of retail continues to evolve, commercial centers must expand to a wider variety of uses and become destinations. Activation of commercial spaces can no longer rely on restaurants and stores, but should be more diverse to include other uses which bring neighborhoods together. For example, buildings with larger footprints formerly used for retail can be revitalized as large recreation centers, community centers, and event spaces.

Harness Public-Private Partnerships

There is an abundance of historic building stock within Northwest Dayton but much of it requires substantial investment from business owners, developers, and private institutions to rehabilitate. Alone, many of these entities do not have the resources to reinvigorate the commercial nodes, but with the help of the public sector from thoroughfare improvements to facade improvements, the reactivation of these corridors is possible.



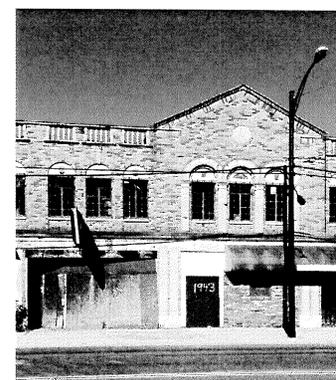
OPEN SPACE

Build on Rivers and Trails

The Miami Valley Trail Network, one of the most robust trail systems in the nation boasts the opportunity to access the Great Miami River, Stillwater River, and Wolf Creek waterways. These interconnected corridors are a strong asset for the neighborhoods to expand upon in the future.

Connect MetroParks

The MetroPark system and the associated cultural institutions within these parks, such as the Wegerzyn Gardens and Boonshoft Museum of Discovery, are not easily accessible to the FROC neighborhoods despite close proximity. Creating an improved open space system will help both link these institutions to residents and improve an already strong asset.



HISTORICAL FABRIC

Balance Renovation and Development

The abundance of historical residential building stock in Northwest Dayton that lies vacant is certainly an opportunity for housing. However, assessing and renovating unkempt properties is often costly and time-consuming for the owner. Identifying swathes of empty lots to be built out by developers versus spot renovations is an important step in providing a wide range of residential options.

Build on Traditional Forms

Northwest Dayton boasts a rich history that is manifest in iconic buildings of various architectural styles still standing today, including Victorian, Georgian, and Prairie Style homes and commercial buildings, among others. Building on these strong architectural foundations reinforces the historical character and scale of Dayton's neighborhoods.

Place- and Asset-Based Development Framework

THE NEIGHBORHOODS

The Northwest geography contains a wide variety of neighborhoods, featuring diverse architecture and form. It includes several historic districts, potential historic districts, and contemporary neighborhoods. While it contains quiet residential neighborhoods, it also contains some of the city's busiest roads. Despite these contradictions, this plan unifies the area with an urban-design-centric vision.

Corridors

Northwest Dayton, in many ways, is defined by corridors – North Main, Salem, the Wolf Creek, and the Stillwater, for example. These corridors form the framework of this plan. North Main Street has an opportunity to greatly enhance safety and make it a corridor that better accommodates all forms of transportation, and supports development. This is particularly the case in the Santa Clara business district, which currently has occupancy issues, contains a great deal of potential. Salem Avenue is poised for change. This includes a total street rebuild. Additionally, new development such as the Gem City Market will catalyze future development. Here, again, we see the potential to change the nature of the street to a more human scale and experience.

The Wolf Creek Corridor has the opportunity to become a more natural environment. In many places along Wolf Creek, there is not a tremendous market for neighborhood development. However, this brings the opportunity of greening the corridor and connecting it with paths and bikeways, creating a complete greenway.

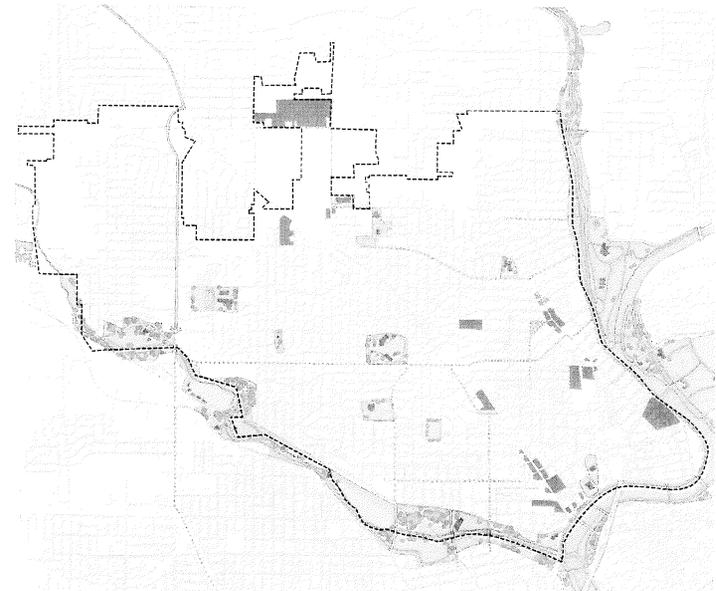
The Stillwater River has a complete greenway on the eastern side of the River. This prompts the potential for strengthening connections to the west, such as in the Riverdale neighborhood. There is also the potential for a re-imagined of Riverside Drive, where new space for a shared pathway could be constructed.

Architecture

This geography has a strength in its architecture. It includes historic districts, such as Grafton Hill, McPherson Town, Dayton View, and three smaller historic districts in Five Oaks. Some of the most prominent architecture is in the Dayton View Triangle area. This architecture helps separate this geography from the rest of the city and is the foundation for future development efforts. Additional areas for the National Register or local historic nomination should be considered.

Opportunity Sites

There are also numerous potential locations for future development that could meet market needs, such as the former Good Samaritan Hospital site, vacant land just north of Interstate-75 in the Riverdale neighborhood, former school sites, and underutilized sites on Salem Avenue. These sites should be evaluated for potential uses, site strengths, and proper zoning.



Opportunity Sites Opportunities sites, shown in red, are linked with the open space network

CRITICAL SITES IN NORTHWEST DAYTON

- Riverdale Infill
- North Main and Forest & Five Oaks Neighborhood
- North Main Neighborhood Center
- Northwest Plaza
- Hillcrest Ave. and Philadelphia Dr.
- Grace United Methodist Church
- Lower Salem Ave.

15-YEAR VISION FOR NORTHWEST DAYTON AND FROC

Cultivating vibrant commercial nodes and corridors, combating extensive vacancy, and connecting to greenways and anchor institutions will help to move neighborhoods forward.

CONNECTING THE VISION — THROUGH AN URBAN DESIGN LENS

Previous plans, studies, and projects for Northwest Dayton and the FROC neighborhoods provided the framework for the coordinated vision. The two street corridors — North Main Street and Salem Avenue — and the river corridors form the armature for the initiatives that make up the vision plan. Opportunity sites were identified by stakeholders and the City. The opportunity sites represent available land with market potential that could help to reconnect neighborhoods.

North Main Street Corridor
Historically significant and a logical connection to downtown, the North Main Street Corridor is a critical economic artery serving Northwest Dayton and FROC. The following sites demonstrate potential for infill and catalytic development:

- Riverdale Infill
- Five Oaks Neighborhood
- North Main and Forest
- North Main Neighborhood Center

Salem Avenue Peace Corridor
Much of the planning in Northwest Dayton has focused on the Salem Avenue corridor.

Public street improvements will serve as the catalyst for private redevelopment. The following sites present opportunities for market viable development building on strengths:

- Grace United Methodist Church
- Lower Salem Avenue

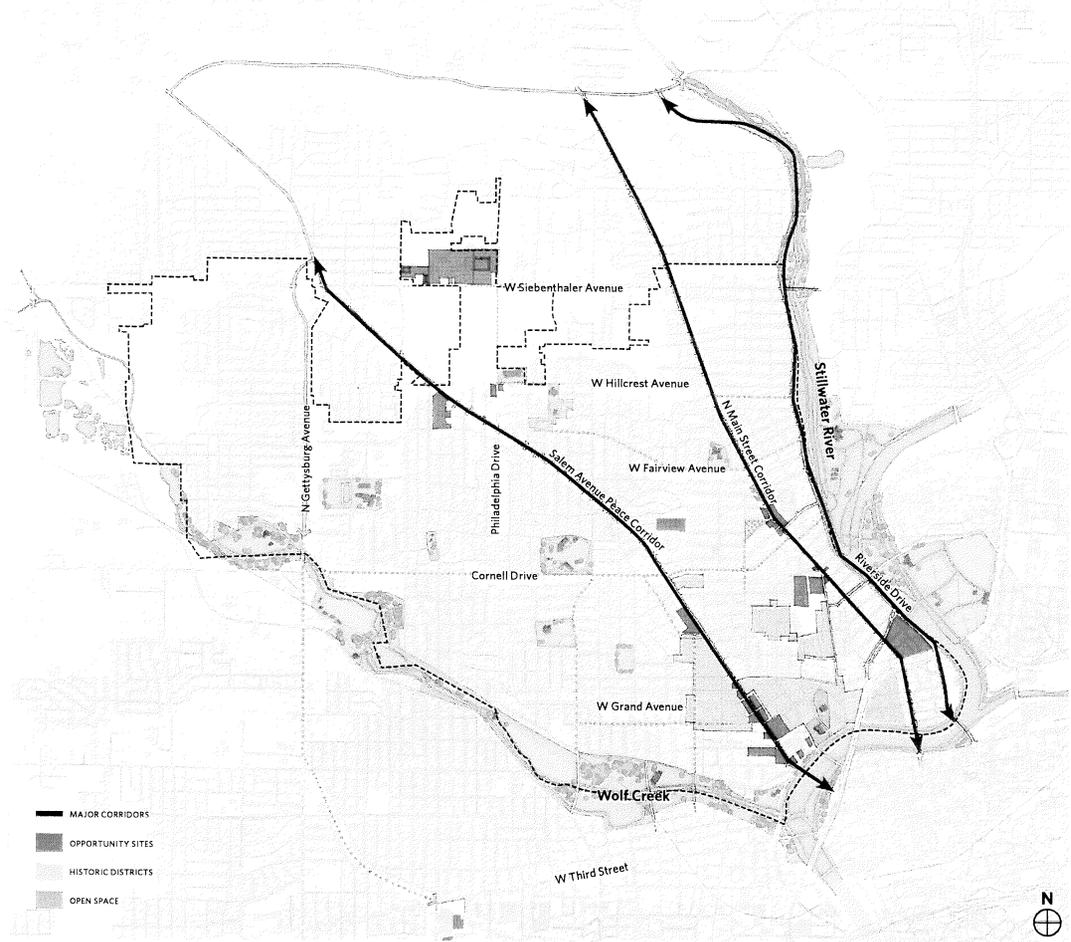
River and Open Space Corridors
The Stillwater River, Miami River, and Wolf Creek, adjacent linear parks, and neighborhood parks comprise the open space network surrounding these neighborhoods. With enhancements, this open space network can begin to connect to and add value to the adjacent neighborhoods. Initiatives are organized under the:

- Stillwater River Corridor
- Wolf Creek Corridor

IMPLEMENTATION

This section refocuses on the sequencing necessary to achieve the desired result. Each project is categorized as a public initiative or an initiative to be implemented by another entity, typically private. For each project, the Implementation section outlines:

- Lead Agency
- Time Frame
- Funding Source



NORTH MAIN STREET CORRIDOR

Reinvigorated storefront uses and an enhanced pedestrian realm restore this historic commercial corridor to its vibrant, mixed-use past.

INTRODUCTION

The North Main Street corridor has historically served as an important state and regional transportation route and as one of the primary entryways into the city from the north. The last century of development saw the transformation of large tracts of agricultural land lining the corridor into residential neighborhoods, eventually evolving to the mixed-use residential and commercial corridor it is today.

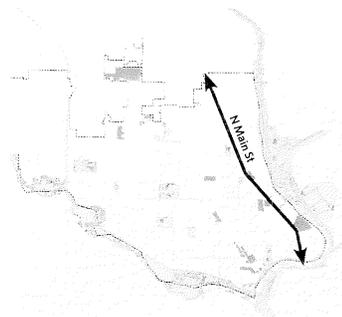
In the early nineteenth century, much of the Corridor was rural and unplatted. Due to its proximity to the Miami and Stillwater Rivers, the Corridor was home to several thriving nurseries. Newly subdivided parcels and land transportation improvements in the mid- to

late-nineteenth century—such as the opening of the Main Street Bridge in 1836 and the electrification of the streetcar in 1888—significantly contributed to the Corridor’s growth and development.

As residents moved farther north out of downtown, sewer systems were installed, streets were paved, sidewalks were laid, and lawns were planted. The area between Locust and Helena Streets, Riverside Drive, and North Main Street was platted primarily with single-family homes and duplexes.

North Main Street was officially designated State Route 48 in the 1920’s. As a result, the corridor became increasingly commercial, attracting retail to the busier corridor and driving out residents. A wide assortment of businesses including drugstores, groceries, hardware stores, other small family-owned businesses, and eventually car dealerships began lining the corridor; meanwhile, larger homes were abandoned in favor of quieter areas and were often converted into other uses.

By the 1950’s, North Main Street was a fully-developed, heavily-trafficked, commercial arterial centered around the Santa Clara Avenue intersection. This densely-developed business and entertainment district featured auto-related businesses, a post office, gas stations, undertakers, offices, banks, restaurants,



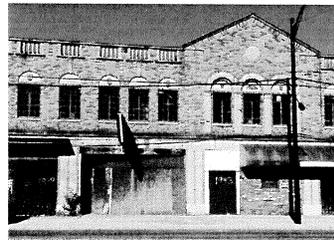
Location Map



Northwest Dayton and FROC Plans and Projects For the last few decades, the North Main Street Corridor has faced many diverse challenges: adjacent neighborhoods are nearly empty of residents, many buildings have fallen into severe disrepair, criminal activity is rampant, and more. Despite this lack of investment in the Corridor, bursts of community energy have produced multiple plans and projects that have established visions for the future. Connecting these existing plans and projects helps unify these visions and build momentum for growth.



Renovated buildings at the North Main Neighborhood Center



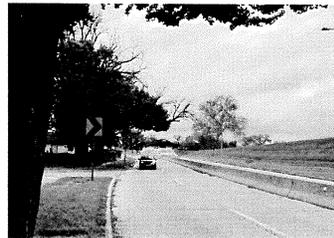
North Main Street Neighborhood Center



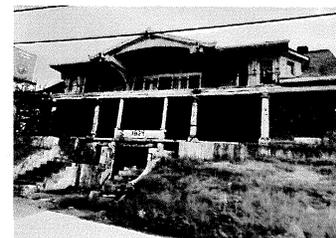
North Main Street Neighborhood Center



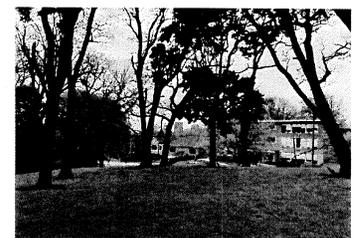
Riverside Drive



Riverside Drive



An abandoned building along North Main Street

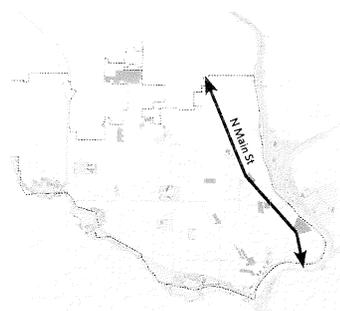


Former Julienne Site in the Five Oaks neighborhood

local mom-and-pop shops, department stores, a movie theater, furniture stores, paint stores, and more, all supported by adjacent residential development in addition to the vehicular traffic. But North Main Street's vibrant commercial center reached its peak in the 1960's; as shopping malls and suburban flight drew residents out of the city to live and shop, the corridor began a decades-long downward spiral, losing residents, businesses, and services.

The 1990's saw a burst of energy to revitalize the Santa Clara business district. Buildings were renovated, parking was built, and small specialty shops, restaurants, and art galleries opened, fostering an artsy image for the district. The city poured money and muscle into reviving the business district through its Town Centers Program, part of a citywide strategy that targeted at least six neighborhood business districts for revitalization.

Despite the city's efforts to revitalize the corridor, many of the homes and businesses



Location Map

along North Main Street and in surrounding neighborhoods were left vacant by 2010 and in varying states of disrepair.

Today, the North Main Street corridor is still largely commercial in character, with a fair number of successful businesses clustered primarily around the Santa Clara Avenue intersection. Small businesses and other commercial uses including convenience stores, restaurants, banks, gas stations, auto shops, daycares, and more continue the corridor's mom-and-pop tradition. The Santa Clara business district in particular has recently experienced some momentum, sparked by the opening of the Santa Clara Juicery and other public and private investments.

NORTHWEST DAYTON AND FROC PLANS AND PROJECTS

The North Main Street Corridor Plan, adopted in December of 2018, was the result of a two-year community planning and engagement process to develop strategies for enhancing the quality of life in the North Main Street Corridor. The plan calls out eight strategic areas of focus to address the opportunities and challenges identified by the surrounding communities' residents.

Challenges

- Economic disinvestment along North Main Street
- Vacant, abandoned, and blighted properties along the corridor and in surrounding neighborhoods
- Increased crime in surrounding neighborhoods, especially in blighted areas

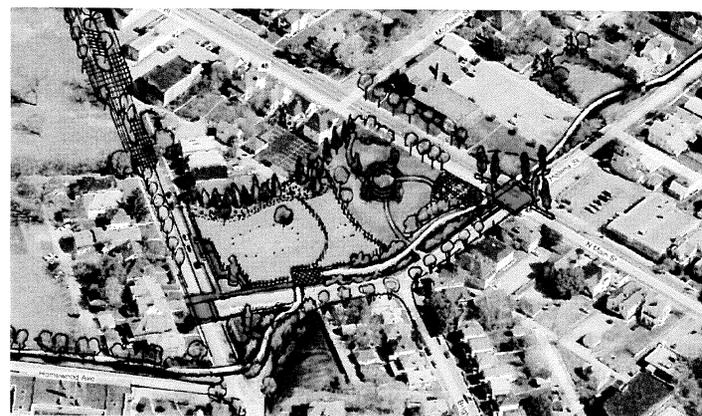
- Increase in high-speed traffic and pedestrian accidents along North Main Street

Prominent Features

- Grandview Hospital
- Santa Clara Business District
- Gary Haines Children Services Center
- Edwin Joel Brown Pre-K-8 School

Previously Planned Concepts and Improvements

- The 1993 Riverdale Neighborhood Improvement Plan was developed by the City of Dayton in conjunction with the Riverdale Neighborhood Association, the Development Corporation, and the Business Association to develop a comprehensive neighborhood improvement plan for the area.
- The 1994 Evaluation of the Five Oaks Neighborhood Stabilization Plan examined the history, implementation, and effects of the Neighborhood Stabilization Plan that was implemented in the Five Oaks neighborhood in the fall of 1992. At the request of the Dayton Police Department, nationally-recognized urban planner Oscar Newman was brought to Dayton in 1992 to discuss neighborhood stabilization issues and implement the "Defensible Spaces" design technique in Five Oaks.
- In 1995, the North Main Street Strategic Plan was developed and adopted by the City of Dayton. The plan was a collaboration between various community and neighborhood groups including the FROC Priority Board, the Riverdale Business Association, the Santa Clara Business



Concept sketch of Community Commons and a new park along N Main St from 2018 Corridor Plan

Association, and the neighborhood associations from Riverdale, Sandalwood Park, Santa Clara, McPherson Town, Hillview, Northern Redcrest River, and Upper Riverdale.

- In 2003, the North Main Street Revitalization Framework report was drafted. This summary report was the result of a formal planning process conducted by the North Main Street Steering Committee, an ad hoc committee of FROC Priority Board members, neighborhood and business representatives, among others. Though the plan was never formally adopted by the City Planning Board or the City Commission, it outlined a comprehensive and widely-approved vision for the future of the corridor.

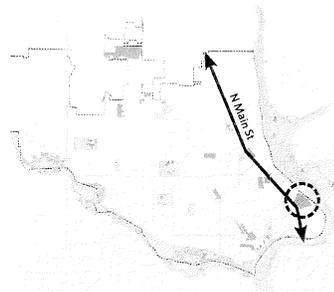
In December of 2018, the North Main Street Corridor Plan was developed and adopted by the City of Dayton. The plan was the result of a two-year long planning process with residents and business owners from the five planning districts that touch North Main Street on the north side of I-70. The plan serves as a strategic "road map" to guide the community's decision-making and investment priorities over the next decade. The document identifies eight areas of focus that were identified as priorities by the surrounding community: Crime and Safety, Housing and Blight, Traffic and Pedestrian Safety, Land Use and Zoning, Economic Development, Citizen Engagement and Neighborhood Development, Historic Preservation, and Social Services, Education, and Recreation.

Riverdale Infill

OVERVIEW

The area bound by North Main Street, Riverside Drive, Interstate-75, and Great Miami Boulevard was previously identified in the Re-Imaging Riverdale document as a mixed-use redevelopment opportunity. This infill area has a strong location, close to multiple RTA bus routes and a robust trail network. The area also boasts a significant amount of existing street infrastructure.

While there are many vacant lots in the immediate area, this provides a potential developer the opportunity to replat lots to fit a multitude of development programs. This vision shows mostly single-family residential housing but proposes two new open spaces; a park along Riverside Drive which saves a handful of viable existing trees and a plaza along N. Main Street. Part of the CSL plasma site be sold for the development of single-family attached units, which park underneath the unit and take advantage of the views of the Miami River on upper stories.



Location Map

Challenges

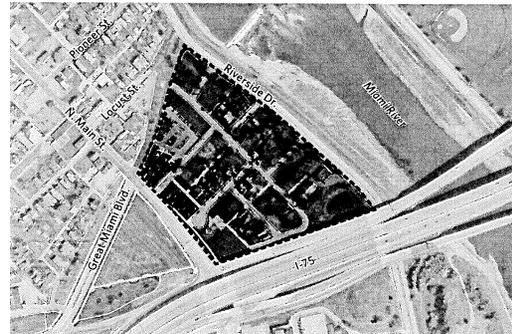
- Access to Riverside Drive along the eastern edge of the focus area is dangerous and unpleasant with a median that prevents left turns to travel north and the high traffic speed on Riverside Drive
- Vacant properties and lots discourage community and private investment
- Interstate-75 physically and physiologically separates Riverdale from the downtown area with a large overpass

Opportunities

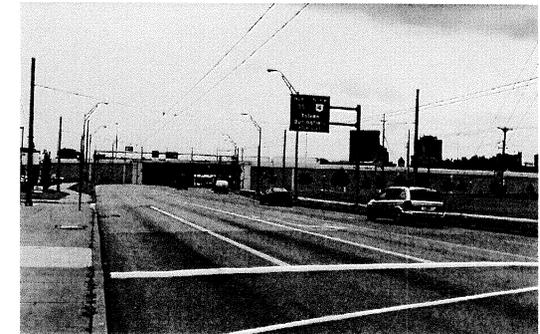
- Located just north of downtown with visibility from Interstate-75, Riverside Drive, and N Main Street the neighborhood is within walking and biking distance of downtown
- The Great Miami River Recreational Trail, and therefore the entire trail network, is geographically close (but difficult to access)
- A mostly existing street pattern, appropriately scaled blocks, and a limited number of well-maintained historical buildings provide a strong canvas for development

Proposed Interventions

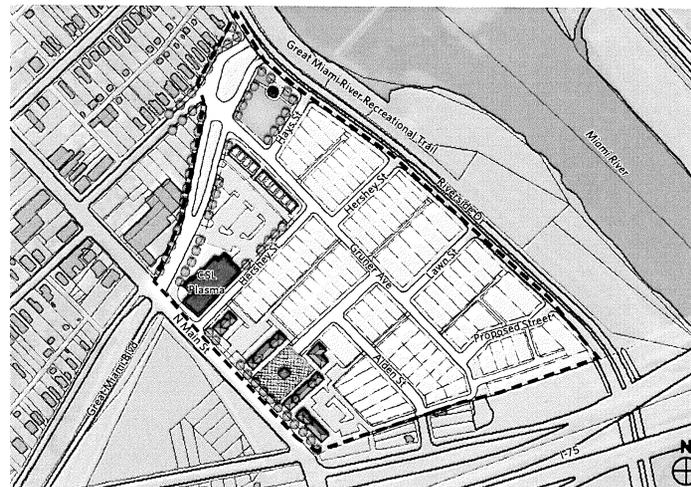
- A variation of housing types and lot sizes that fit into the existing street network
- A new park abutting Riverside Drive provides improved access to the trail network and other amenities along the Miami River
- A plaza at the end of southwestern end of Lawn Street could be used as the focal point for new units
- A traffic light at the intersection of Great Miami Boulevard and Riverside Drive
- The successes of downtown should be used as a catalyst to enact successful revitalization in this area



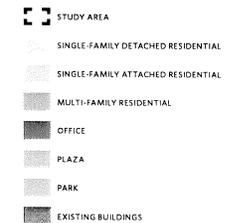
Aerial of existing conditions



View of existing conditions looking south towards I-75 overpass, downtown



Plan of proposed development

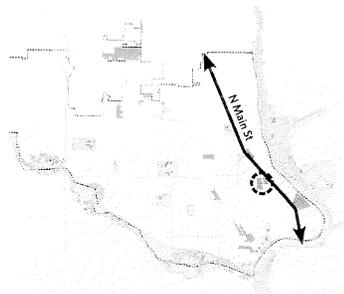


North Main and Forest & Five Oaks Neighborhood

OVERVIEW

The Five Oaks and Riverdale neighborhoods, separated by N Main Street, represent an opportunity for adaptive reuse, new open spaces, and the conversion of former school sites into locations for new housing. The intersection of Forest Avenue and N Main Street presents an opportunity to reactivate a mixed-use node that has high visibility and placemaking potential. Here, three streets awkwardly meet, resulting in strangely-shaped parcels with little building frontage. Several of the beautiful historic buildings are vacant but in salvageable condition. The former firehouse and the corner flatiron building should be a primary pieces in the redevelopment strategy.

Adjacent, large empty parcels in Five Oaks provide opportunities for new development. Three large parcels to the west and south of this intersection are strong candidates for either residential development or park space. These include the former Julienne High School site, former Van Cleve Elementary



Location Map

School site, and the site west of Forest Avenue which was a former multifamily housing site.

Challenges

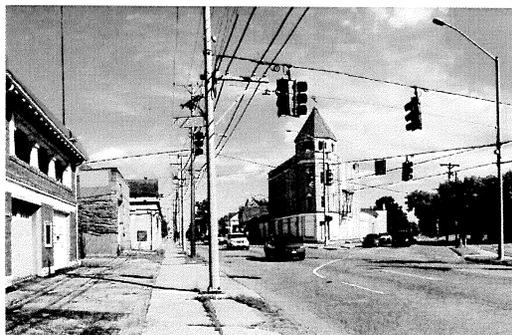
- High-speed, dangerous vehicular traffic along N Main Street, particularly around crosswalks and complex intersections
- The area has vacant, vandalized storefronts and crime and safety issues
- Property owners are often not local

Opportunities

- Historic buildings with important community history and placemaking potential could be renovated
- Large, wooded vacant sites present developers with a viable opportunity for new residential development
- The former Julienne site provides good views to the downtown skyline
- Adjacency to DECA Prep is an amenity for residents and prospective home buyers

Proposed Interventions

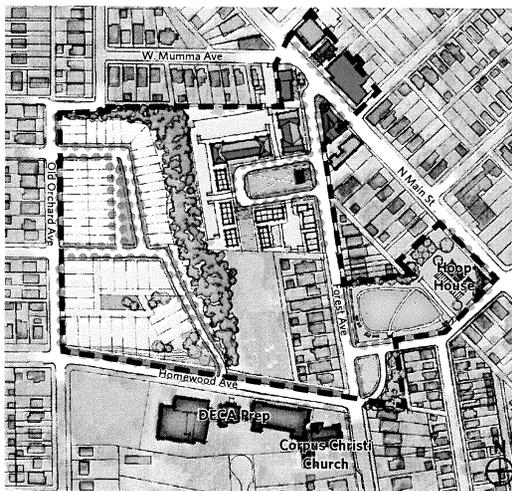
- Development of the former Julienne site into smaller lots for families, tiny houses, or senior housing would provide housing options that are lacking in the area, particularly for those who can not or do not want to repair vacant houses
- Enhancement of the former Van Cleve School site into a community park
- Reactivating the commercial node at Forest Avenue. Adaptive reuse of the historic firehouse and flatiron building with arts-based or dining uses could spur further investment in this highly-visible area
- Development of the parcel west of Forest Avenue with residential housing options such as townhouses or small mansion apartments with common green space



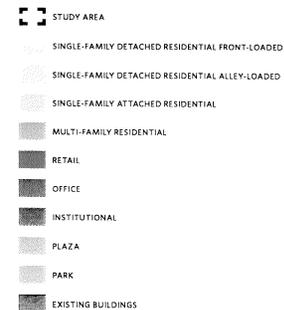
View of existing conditions looking south along N Main Street



View of proposed improvements looking south along N Main Street



Plan of proposed development





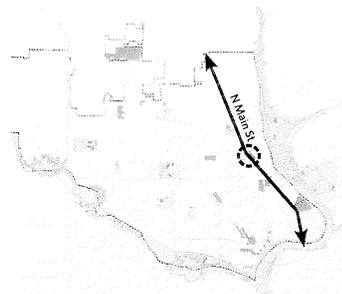
View of proposed improvements at N Main Street and Forest Avenue looking south

North Main Neighborhood Center

OVERVIEW

The North Main Street Neighborhood Center is located at the intersection of N Main Street, Victor Avenue, and Santa Clara Avenue. For much of the early and mid-20th century, this area was the epicenter of community activity, with retail, offices, restaurants, and even a movie theater concentrated in a small walkable core. But as mom-and-pop businesses left the area due to economic decline, vacancy rates soared in both the commercial structures and residences surrounding the former commercial center. Although the buildings are in various states of disrepair, many are salvageable and could be restored and through partnerships could again house local businesses and services to reinvigorate N Main Street.

Street improvements must be paired with private investment to improve the safety and walkability – many pedestrian fatalities have occurred near this intersection. The speed of the traffic must be slowed for the sake of safety, encourage on-street parking, and for the



Location Map

comfort of pedestrians so that businesses may have the opportunity to thrive.

North Main Street safety enhancements are the highest priority. Not only are they essential for the future viability of businesses in the corridor, but more importantly they are an immediate safety problem that must be addressed. Improved crosswalks that allowing for easy pedestrian crossing of North Main Street are critical.

Challenges

- High-speed, dangerous vehicular traffic which has led to fatalities, which residents call “Dead Man’s Curve”
- The area has vacant, vandalized storefronts and crime and safety issues
- Property owners are often not local
- Buildings are generally in disrepair

Opportunities

- Historical buildings with important community history and placemaking potential are strong candidates for adaptive reuse
- Funding for street improvements is available and in the early design stages
- Entrepreneurs have expressed interest in developing the area

Proposed Interventions

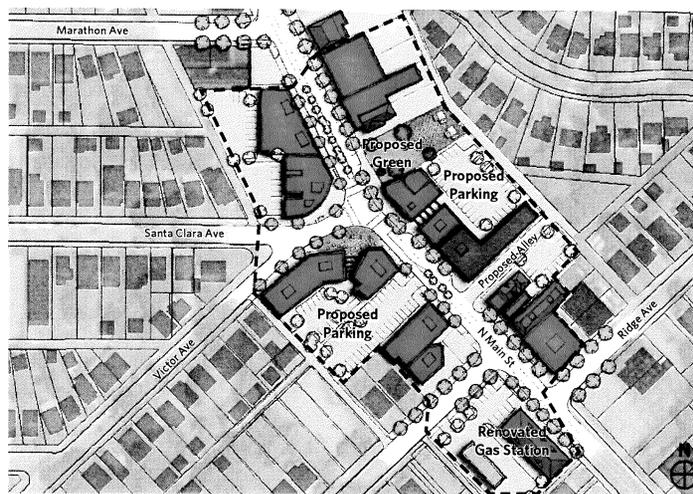
- Reduce the number of travel lanes to allow for wider, safer sidewalks to encourage pedestrian activity
- Recruit businesses oriented towards community health and empowerment, such as a fresh produce market, gym, yoga or dance studio, city resource center, restaurant, or coffee shop to strengthen the local economy and community bonds



View of existing conditions looking northwest



View of proposed improvements looking northwest



Plan of proposed development

COMMUNITY SUGGESTED USES

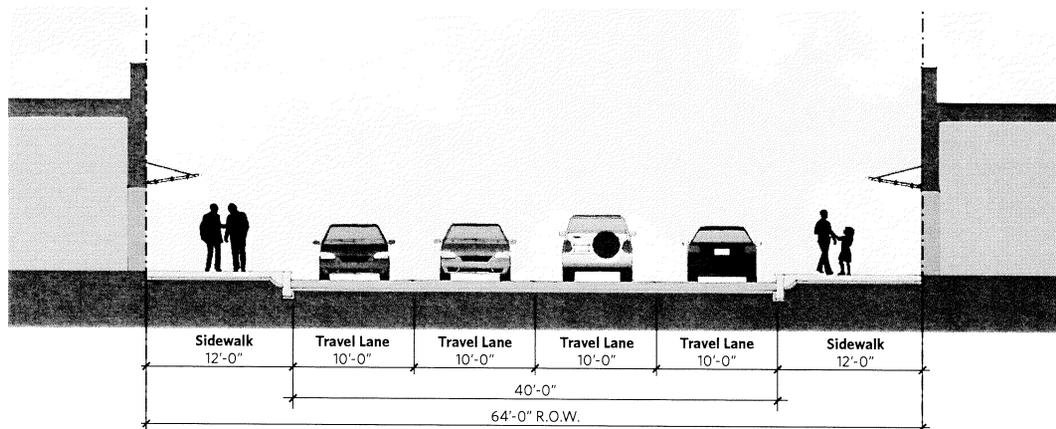
- Stores selling fresh produce
- Restaurants, coffee shop
- Clothing boutiques, shoe store
- Youth-friendly uses, arcade, games
- Event space
- Splash pad, recreational uses
- Gym, dance, or yoga studio
- Art studio, lessons
- Police substation, city resource center
- Internet cafe
- Pop-up stores (3-6 month leases)

STUDY AREA
 RETAIL
 INSTITUTIONAL
 PLAZA
 PARK
 EXISTING BUILDING

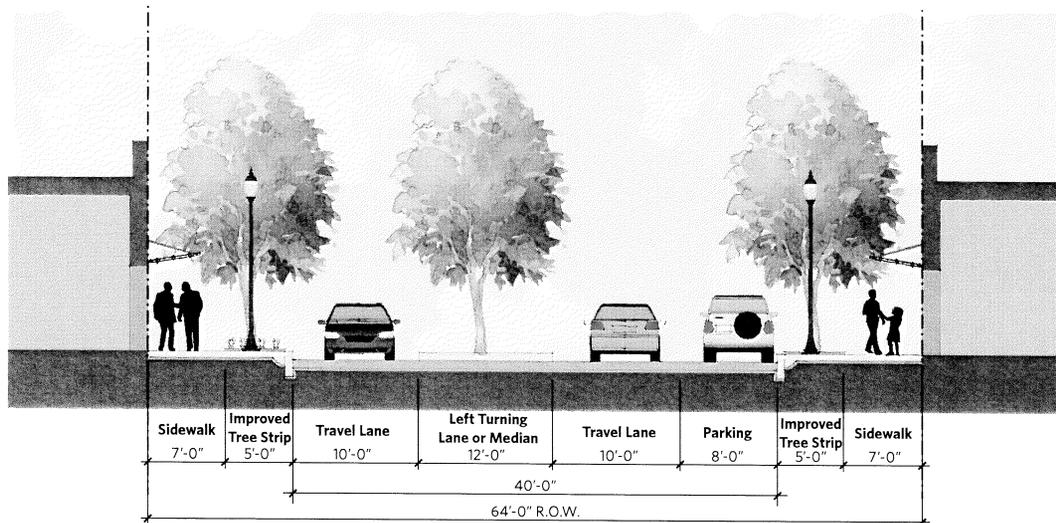
- Create a reactivated space at Santa Clara Park to allow space for community events and recreational activities
- Concentrate investment in commercial buildings and street improvements while investigating investment in nearby housing
- Reduce the width of Santa Clara Avenue at the intersection to two narrow 10-foot lanes to slow vehicular speeds, and create a plaza for trees, tables, and chairs for restaurants

Proposed Improvements

- Remove one north-bound travel lane and provide on-street parking to create a barrier between travel lanes and pedestrians. On-street parking provides easy access for businesses along the corridor and creates a barrier between moving traffic and pedestrians on the sidewalks
- At the curve of N. Main Street expand the pedestrian zone by removing a travel lane to create a new curb edge with a generous tree verge
- Remove the inner south-bound travel lane and replace with a median or left turn lane where appropriate
- Add a verge for street trees and/or large planters along sidewalks and in the median where possible to further protect pedestrians and enhance the area's aesthetics
- Ensure the street is attractive to pedestrians by adding pedestrian-scaled lighting, awnings, tables, and chairs for restaurants, street furniture, street trees where appropriate, and pedestrian-scaled signage for businesses



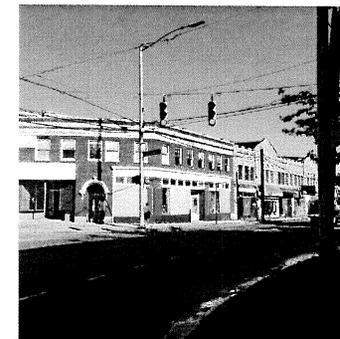
Existing typical section of North Main Street



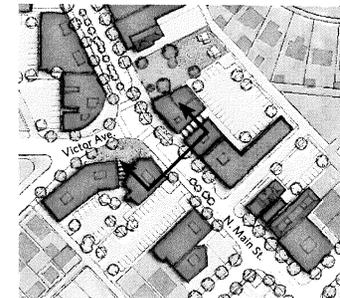
Proposed typical section of North Main Street



Existing condition of North Main Street



Existing condition of North Main Street



Section Location

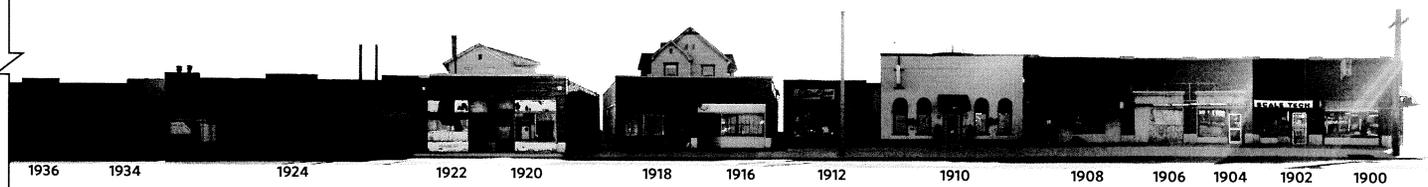
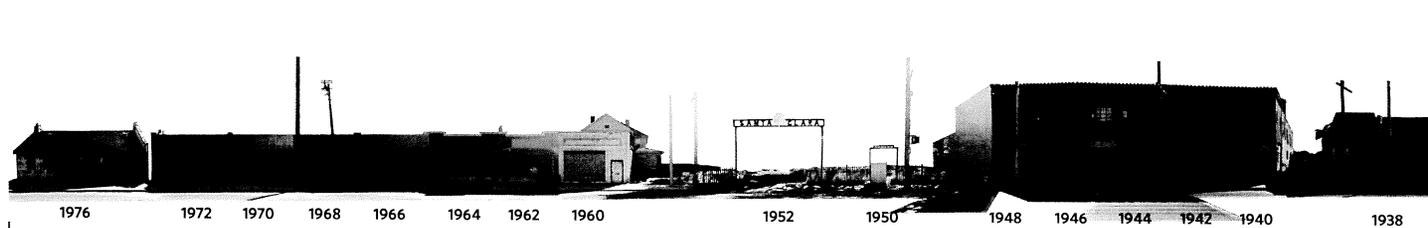
FACADE IMPROVEMENTS

The existing buildings along N Main Street offer an opportunity for businesses to attract tenants and patrons by locating in revitalized storefronts in beautiful historical buildings. Although some residents in the community have expressed concern for the viability of adaptive reuse along N Main Street, many of the buildings have the potential to be rehabilitated, keeping the street facade along N Main Street intact. The value of these historical storefronts for creating a neighborhood place can be seen in these elevation sketches. Well-executed storefronts provide large windows, clear signage, and have tight setbacks producing a vibrant commercial corridor.

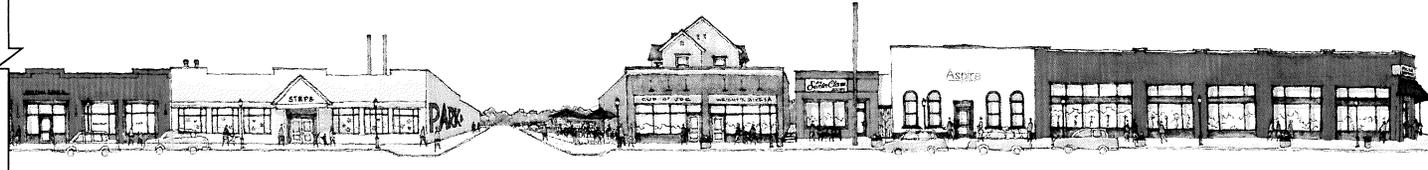
Retaining existing businesses in this area including the Steps Daycare, the Santa Clara Juicery, and Aspire Property Management is key. An equally high priority to incentivize the revitalization of this commercial corridor is to provide support for the acquisition and rehabilitation of existing storefronts and the marketing strategy to attract new, local businesses to the corridor.

Proposed Improvements

- Identify tax-delinquent properties and provide clear pathways for local developers or business owners to purchase buildings
- Provide incentives for adaptive reuse of buildings instead of demolition
- Provide on-street parking and other street improvements to enhance the pedestrian experience and to make the building more viable for businesses
- Add an alley at 1924 N Main Street, connect to the existing rear alley, and consolidate parking lots behind the historic buildings to provide a coordinated parking opportunity to the greatest extent possible
- Reactivate Santa Clara Park as a flexible gathering space instead of parking



Elevation of existing buildings on the east side of North Main Street with addresses



Elevation of proposed improvements and adaptive reuse on the east side of North Main Street

URBAN DESIGN ASSOCIATES



View of proposed improvements at N Main Street and Santa Clara Avenue looking north

PHILADELPHIA WOODS NEIGHBORHOOD

The Philadelphia Woods neighborhood and immediate context is extremely varied, but contains many opportunities.

OVERVIEW

The Philadelphia Woods Planning Area is characterized by large and unique assets and opportunities. These include the Northwest Plaza shopping area, the Hook Estates subdivision, Miami Valley Golf Club, and the Dayton Metro Library Northwest Branch. With these assets comes additional opportunity. There is vacant land in strategic locations, such as the southwest corner of Philadelphia Drive and Hillcrest Avenue, outparcels and reimagined use in parts of Northwest Plaza, and, potentially, on the library site as well.

Challenges

- Residential market demand
- Changes to the retail marketplace
- Loss of Good Samaritan Hospital
- Infrastructure condition and age

Prominent Features

- Miami Valley Golf Club
- Dayton Metro Library, Northwest Branch
- Hook Estates subdivision
- Northwest Plaza

Relevant Plans and Investments

- Future Salem Avenue rebuild
- Pedestrian safety enhancements at Philadelphia and Siebenthaler
- Northwest Plaza private improvements



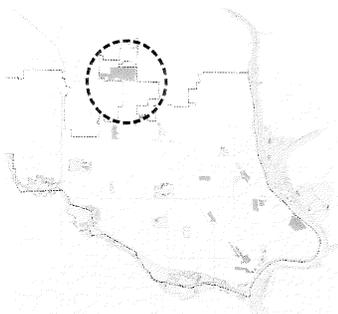
Northwest Plaza



Northwest Plaza



A view looking down Hook Estate Dr.



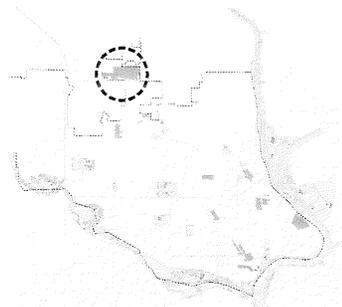
Location Map

Northwest Plaza

OVERVIEW

The Northwest Plaza shopping center is located along the northern boundary of Northwest Dayton between Klepinger Road, Philadelphia Drive, and W Siebenthaler Avenue. While Northwest Plaza continues to have a handful of viable retail uses, schools, and churches, much of the plaza remains outdated or vacant.

The large, underutilized parking field in front of the buildings presents an opportunity for additional shade trees and beautification within the parking lot, as well as the opportunity for additional leasable retail space along W Siebenthaler Avenue. The current lack of sidewalk around Northwest Plaza makes access dangerous and unpleasant. To encourage walking or taking public transportation to Northwest Plaza, the continuous sidewalk should be constructed around the site.



Location Map

Challenges

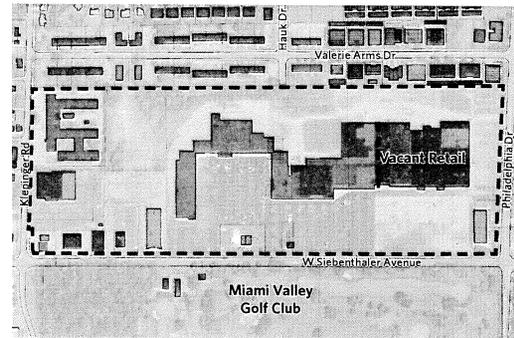
- Large surface parking lots with no trees create unfriendly experiences
- Lack of sidewalks along Siebenthaler Avenue makes pedestrian travel dangerous
- Vacant and underutilized buildings

Opportunities

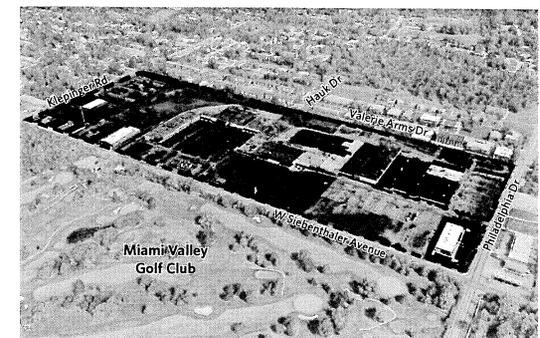
- Leverage resources of adjacent Mt. Calvary Missionary Baptist Church
- Improved walking and biking connections around the site to improve the safety of residents walking to these uses
- Additional retail buildings could be developed on-site to add leasable square footage and bring new, more desirable uses to the community

Proposed Interventions

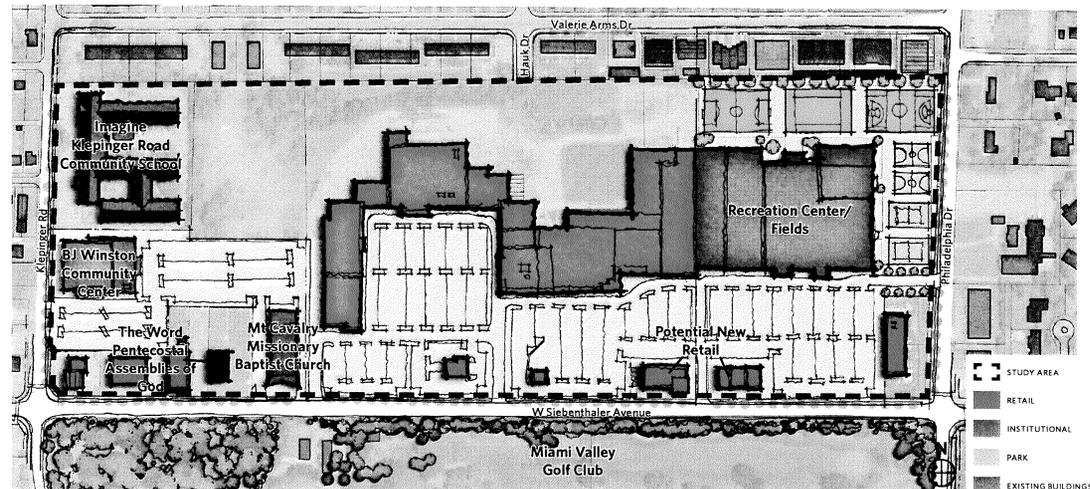
- New and improved sidewalks to improve pedestrian connections to surrounding neighborhoods
- Partner with the owners and landlord at Northwest Plaza to attract tenants that complement the new community uses
- Parking lot improvements including shade trees and more rational layout of parking spaces and drive aisles



Aerial of existing conditions



View of existing conditions looking northwest



Plan of proposed improvements

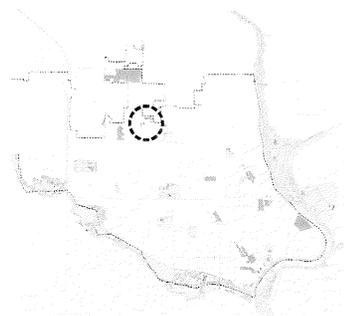
Dayton Metro Library Northwest Branch

OVERVIEW

The new Northwest Branch Library is the largest and busiest branch of the Dayton Metro System. Located on the corner of Philadelphia Drive and W Hillcrest Avenue, the library offers many useful amenities to the community, including programs for children and teens, test proctoring, and a small outdoor amphitheater. Northwest Branch Library, which opened mid-year 2016, is a major community asset. Currently however, there are several vacant lots immediately adjacent to the library. The addition of diverse housing types and small retail uses on these currently vacant lots would create a mixed-use node around the library.

Challenges

- Vacant lots adjacent to library contribute to a lack of vitality in the area
- Hillcrest Avenue east of Philadelphia Drive



Location Map

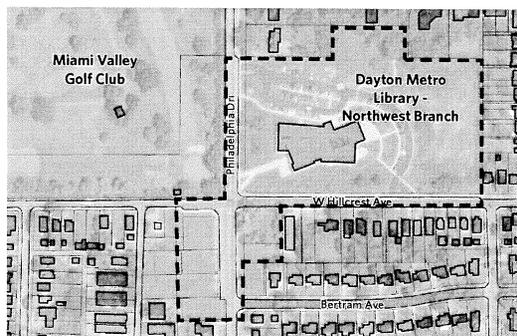
is lacking a sidewalk on the south side of the street

Opportunities

- The surrounding vacant lots can be redeveloped to create an activated area adjacent to Northwest Branch Library

Proposed Interventions

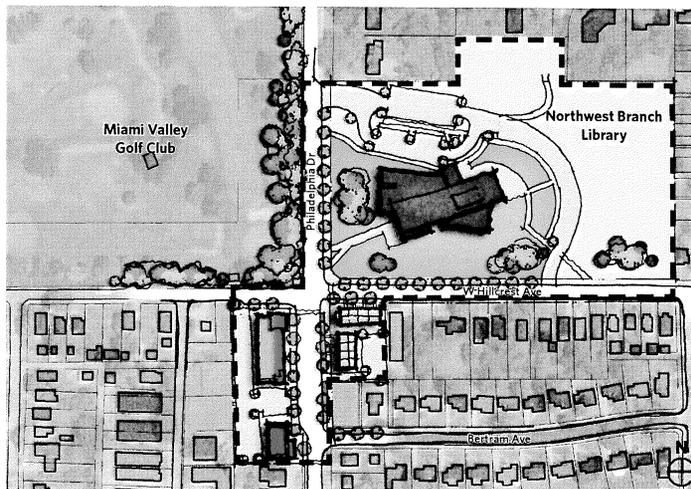
- Townhouses on the southeast corner of Philadelphia Drive and W Hillcrest Avenue that front the streets
- Single story retail space along Philadelphia Drive (terminating Bertram Avenue)
- Mixed-use residential/retail building on the southwest corner of W Hillcrest Avenue and Philadelphia Drive
- Improved streetscape, sidewalks, and street crossings to improve pedestrian experience and provide safe connections to the library



Aerial of existing conditions



Dayton Metro Library - Northwest Branch



Plan of proposed development

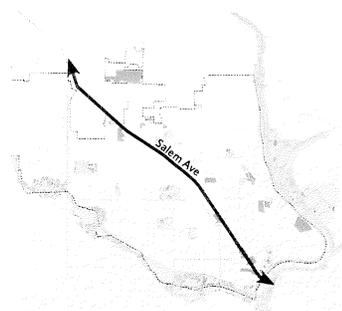
- ▭ STUDY AREA
- ▭ SINGLE-FAMILY ATTACHED RESIDENTIAL
- ▭ RETAIL
- ▭ MULTI-FAMILY RESIDENTIAL
- ▭ INSTITUTIONAL
- ▭ PARK
- ▭ EXISTING BUILDINGS

SALEM AVENUE PEACE CORRIDOR

Long associated with prominent Dayton institutions, this corridor is re-branding itself as a mixed-use connector of historic neighborhoods.

INTRODUCTION

Salem Avenue is an long corridor, stretching from the Great Miami River at West River-view Avenue in downtown and extending beyond the city's limits near West Hillcrest Avenue in a northwesterly direction. This major transportation corridor and arterial was also designated as SR 49 until the North-west Connector was completed in 1999 and assumed the SR 49 designation. Public transit has also been important to Salem Avenue's story. In decades past, streetcars and then trolley buses ferried passengers between downtown, the city's fringe neighborhoods, employment centers, entertainment venues, restaurants, and shops along its length. Even



Location Map

today, the Greater Dayton Regional Transit Authority's (RTA) Route 8, which partially follows Salem Avenue, is one of the RTA's busiest routes and Salem is considered one of RTA's major corridors.

Within the city, Salem Avenue has been home to a variety of land uses – single-family houses, duplexes, low rise apartment buildings, office and retail uses, one of the region's largest hospitals, and many institutional uses – places of worship such as churches and synagogues and the Dayton View Branch Library. Salem Avenue never became a continuous strip of commercial uses. Retail uses have previously been concentrated on Salem between West Riverview and North Avenues, at the Salem Avenue and Catalpa Drive intersection, and on Salem between Philadelphia Drive and West Hillcrest Avenue. Places of worship, many of them in substantial buildings, dot Salem from Harvard Boulevard to Rugby Road.

Salem Avenue was a busy street that served the downtown core, an employment, retail, and entertainment center, Good Samaritan Hospital at Salem and Philadelphia, and one of the region's largest shopping malls – the aptly named Salem Mall. It was incrementally widened to accommodate increasing traffic volumes and created an auto-oriented environment. This unfortunately diminished

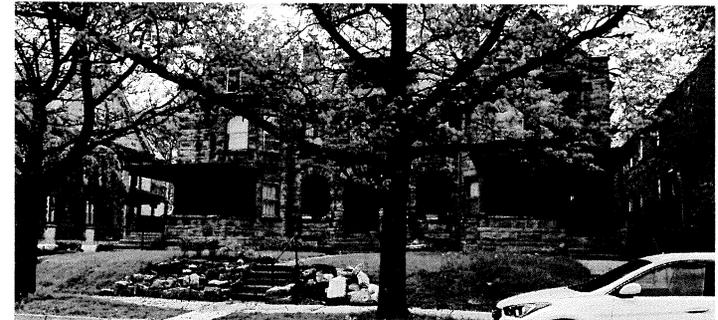
Salem's pedestrian experience and reduced its desirability as a street on which to live.

As major traffic generators along Salem closed and amid shifting employment, retail, institutional, educational, and demographic changes, the vitality that was once evident along Salem also declined. In 1976 average daily traffic volume on some parts of Salem in the city was as high as 30,000 vehicles. By 2019, the highest volume was 20,500 vehicles.

Several blighted buildings that dot the corridor have been removed although a number still remain. Some institutional buildings have found new caretakers while others are in need of reinvention. For example, the former Long-fellow School, portions of which were built in 1882, is awaiting a new future.

From these changes a new vision for Salem Avenue is being created. In 2009 the Salem Avenue Business Association led the re-branding of Salem Avenue as a Peace Corridor that recognizes Dayton's works of peace, including Dayton's international role in the 1995 Dayton Peace Accords that paved the way toward ending years of ethnic warfare in Serbia, Bosnia and Herzegovina, and Croatia.

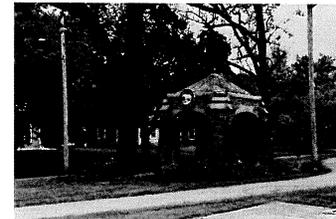
The Gem City Market, a cooperative grocery store and deli, is scheduled to be under construction at Salem and Superior Avenues in 2020. The Phoenix Project, funded by the city and the Premier Health/Good Samaritan Hospital partnership, has invested heavily in the corridor and neighborhoods adjacent to the hospital. One of project's major initiatives turned the blighted intersection at Salem and Catalpa into a landscaped gateway and park



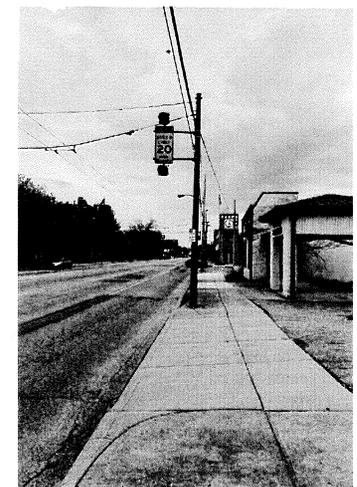
Historic Building Stock This beautiful triplex, located less than a block of Lower Salem, is within a 5-minute walk of the proposed Gem City Market



Entry to the Grafton Hill neighborhood



Entry to the University Row neighborhood

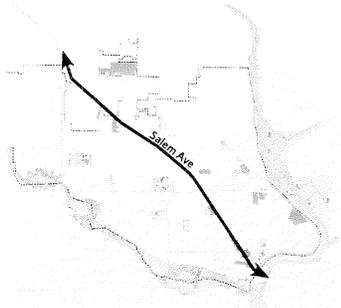


Lower Salem near Superior Avenue

replete with a sound sculpture that celebrates the musical legacy of Roger Troutman who, along with his talented family, once had sound studios at this intersection.

The site of the former Good Samaritan Hospital and its immediate context were the focus of a re-visioning strategy prepared with the community called Phoenix Next Dayton which is the successor initiative to the Phoenix Project. In December 2019, a funding commitment of \$30 million to implement the Phoenix Next Dayton vision was announced by the city and Premier Health – which the former Good Samaritan Hospital was a network member. It is anticipated that other partners will assist with this work.

Salem's adjacent neighborhoods offer a wealth of attractive housing stock and committed residents. The \$13 million Salem Avenue reconstruction project, funded as of 2019 from West Riverview Avenue to Cornell Drive, is set to begin construction in 2021. This will make



Location Map

Salem Avenue a more inviting street for the community and future mixed residential and commercial uses on lower Salem that are catalyzed by the Gem City Market, growth from downtown, and abutting neighborhoods.

Challenges

- Adapt the corridor to current and emerging market realities and trends
- Continue efforts to improve how Salem Avenue functions for pedestrians, bicyclists, transit users, vehicles, residents and businesses

Prominent Features

- Large institutional buildings and uses
- Proximity to downtown and I-75
- Availability of large redevelopment parcels

Previously Planned Concepts and Improvements

- The Phoenix Next initiative was launched in 2018 to create a vision for the reuse of the 13-acre former Good Samaritan Hospital site and immediate neighborhoods. The community-supported vision builds on the Phoenix Project, which included investments of \$20 million and leveraged an additional \$45 million.
- In 2009 the Salem Avenue Business Association led the re-branding of the corridor as the Peace Corridor and the initiative is now led by a stand-alone organization dedicated to promoting and unifying communities, residents, businesses, and institutions along the corridor.
- The 1990 Jane Reece Neighborhood Strategic Plan outlines four goals for the

future of the neighborhood – provide a sense of place, provide an attractive environment, provide a climate for investment, and provide a harbor of civility.

- The 2017 University Row Neighborhood Study, completed by students at the University of Dayton, analyzed the current conditions within the neighborhood, distilled a shared vision for the residents, and recommended implementation projects.

Additional Planned Improvements

- The proposed Hope Center for Families, an initiative of the Omega Community Development Cooperation, will transform the 30-acre Harvard Omega Baptist Church Campus into a community center with services for low-income residents such as workforce development, health services, and other educational programs.
- Infrastructure improvements of Salem Avenue between Cornell Drive and the Great Miami River are expected to take place in three phases with phase one, which has secured funding, slated to begin in 2022 between North and Manhattan Avenues.
- The Gem City Market, a worker- and community-owned grocery store, broke ground in the fall of 2019 and will provide a vital asset to residents.



The future location of the Gem City Market



A historic photograph of the intersection of Salem and Grand Avenue

URBAN DESIGN ASSOCIATES

Grace United Methodist Church

OVERVIEW

Salem Avenue is lined with several prominent institutions, both religious and civic in nature. One of the landmarks along this corridor, Grace United Methodist Church, sits at the prominent intersection of Harvard Boulevard and Salem Avenue. The Church is seeking an opportunity to fully utilize its land and enhance the role it already plays as the gateway to the University Row neighborhood.

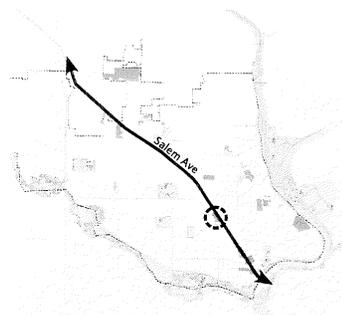
Challenges

- The Church is financially unable to maintain its existing building and property, so partnerships are being sought to subdivide the site and reduce operational costs

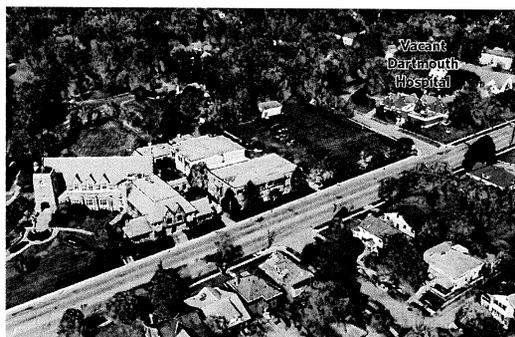
Opportunities

- The existing surface parking lot on the north side of the site is not necessary for the church's activities and can be developed

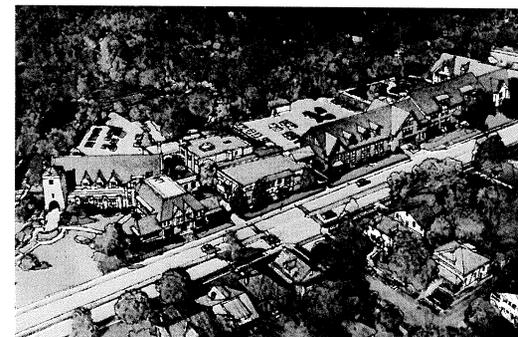
- The site's location along the Salem Avenue corridor provides high visibility and ease of accessibility for vehicular traffic to and from downtown
 - The former Dartmouth Hospital property just north of the site, now vacant, presents an opportunity to extend development across Dartmouth Drive when acquired
- Proposed Interventions**
- Church amenities can be shared with residents of a new 2-3 story multi-family residential building that occupies the northern end of the site
 - Partial closure of Dartmouth Street creates space for a pedestrian connection and garden that acts as an amenity for new and existing residents as well as parishioners
 - Surface parking lots can be shared and absorb both the parking requirements of large church events and the adjacent multi-family



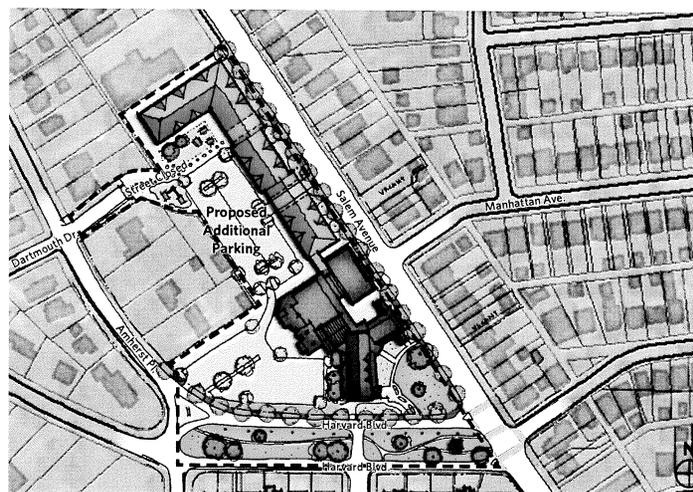
Location Map



Aerial of existing conditions looking northwest



View of proposed improvements looking northwest



Plan of proposed development



View of proposed improvements to the Grace United Methodist Church site looking northwest

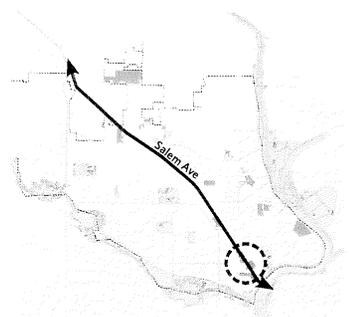
URBAN DESIGN ASSOCIATES

Lower Salem Avenue

OVERVIEW

The Lower Salem Avenue corridor, stretching from North Avenue to West Riverview Avenue, is an important connection to downtown and presents many opportunities for development. The stretch of Salem Avenue from Cornell Drive to the Miami River is slated to undergo a 3-phase, street improvement project over the next 5 years, and the opening of the community owned Gem City Market, will help bring a much-needed grocery to a food desert.

However despite its high visibility, proximity to downtown, and renewed interest, the area still suffers from disinvestment. A mixture of large, vacant buildings and well-maintained historical buildings are common in the neighborhood. This section of Lower Salem currently has more vehicular capacity than demand and must be redesigned with commercial viability and pedestrian safety as the priority.



Location Map

Challenges

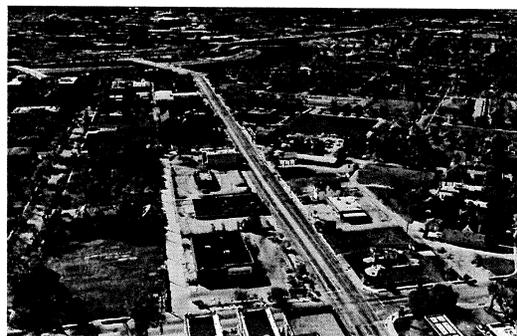
- Salem Avenue currently accommodates high speed vehicular traffic which is detrimental to pedestrian and bicycle safety
- Buildings facing Salem Avenue are typically set back too far to create a consistent street wall, which in turn creates a vibrant urban street environment

Opportunities

- The Gem City Market, set to open in 2020 is a well-liked and strongly supported community asset from which other development will likely be spurred
- Lower Salem's proximity to downtown provides an opportunity to encourage pedestrians, bicyclists, and others to live close to downtown
- The diverse historical building stock in the area is apt for adaptive reuse
- Several vacant lots provide an opportunity for new mixed-use, denser development

Proposed Interventions

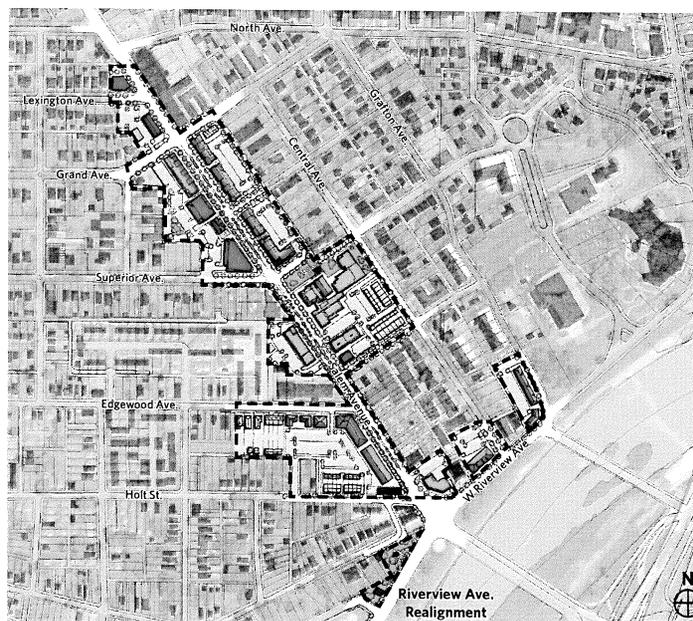
- A mixed-use corridor should be established here to capitalize on the proximity to downtown
- Adaptive reuse of the Longfellow School site as multi-family, as well as a plaza acts as a central node along the corridor and a place for restaurants and retail
- Where the existing W Riverview Avenue becomes the N Edwin C Moses Boulevard heading southwest, a realignment eliminates a merge lane, creates a typical 3-way intersection, and provides for more park space
- Small, underutilized parcels along Riverview Avenue are excellent candidates for residential units, either for-sale or rent, with captivating views of downtown



Aerial of existing conditions looking south



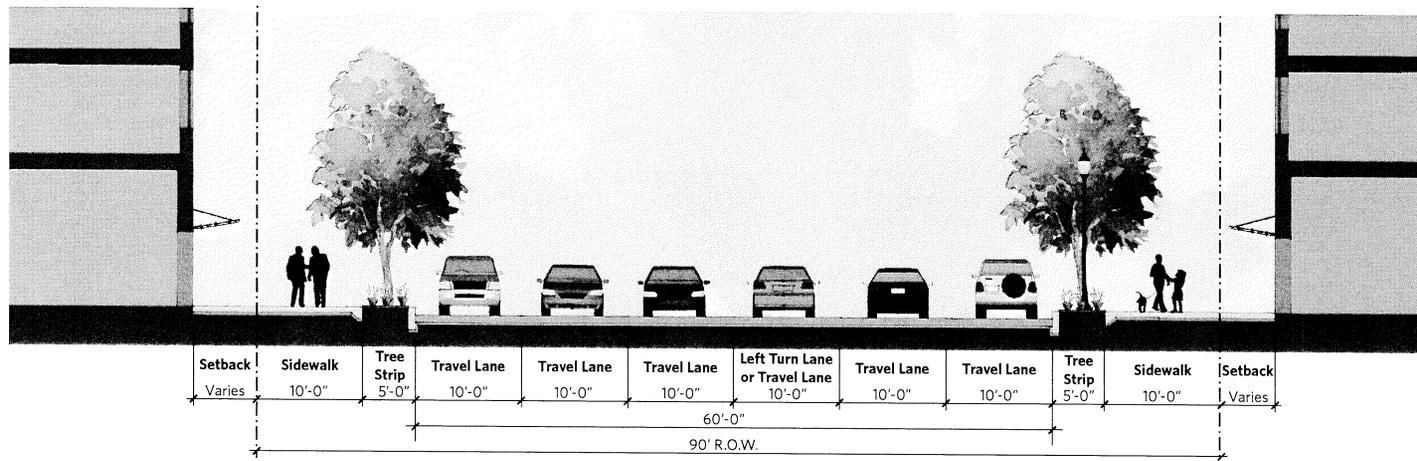
View of proposed improvements looking south



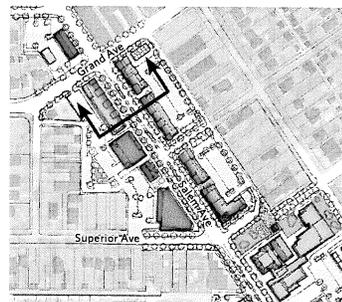
Plan of proposed development

Proposed Improvements

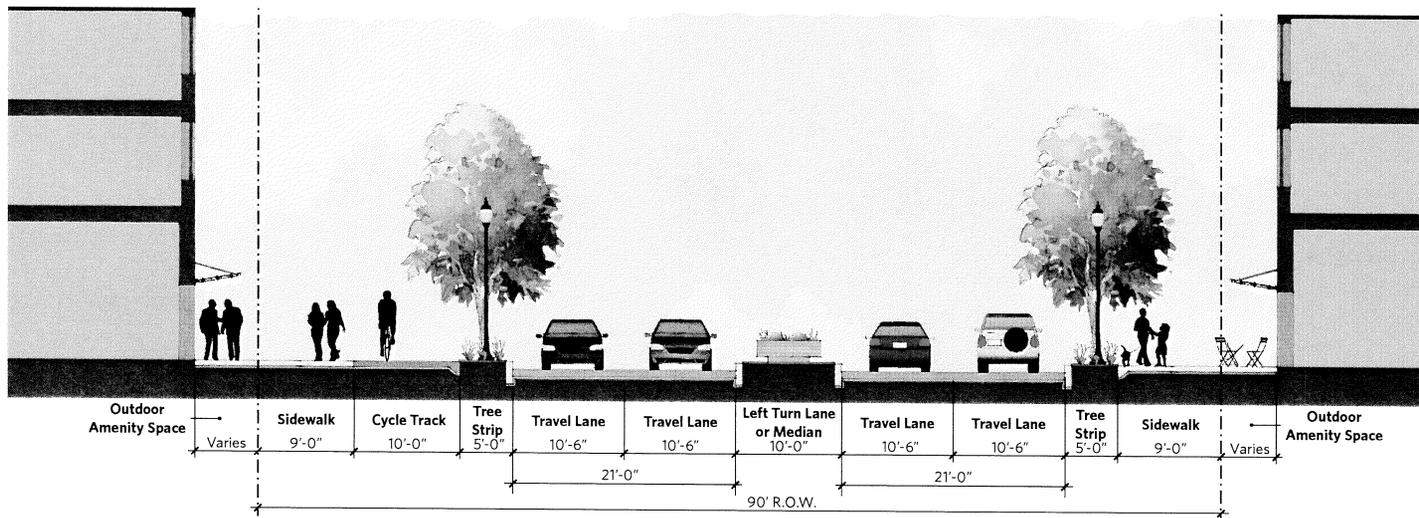
- Reduce the number of travel lanes from 6 to 4, and provide a central median with a street trees and strategic left turn lanes
- Expand the pedestrian zone by restricting the overall amount of pavement dedicated to automobiles from 60 to 52 feet
- Provide a 2-way cycle track along the western side
- Improve the pedestrian realm, with street trees, pedestrian scaled lighting, street furniture, and vibrant storefronts
- Wider sidewalks allows for restaurants to have outdoor seating



View of existing street conditions on Salem Avenue between Grand and Superior Avenues



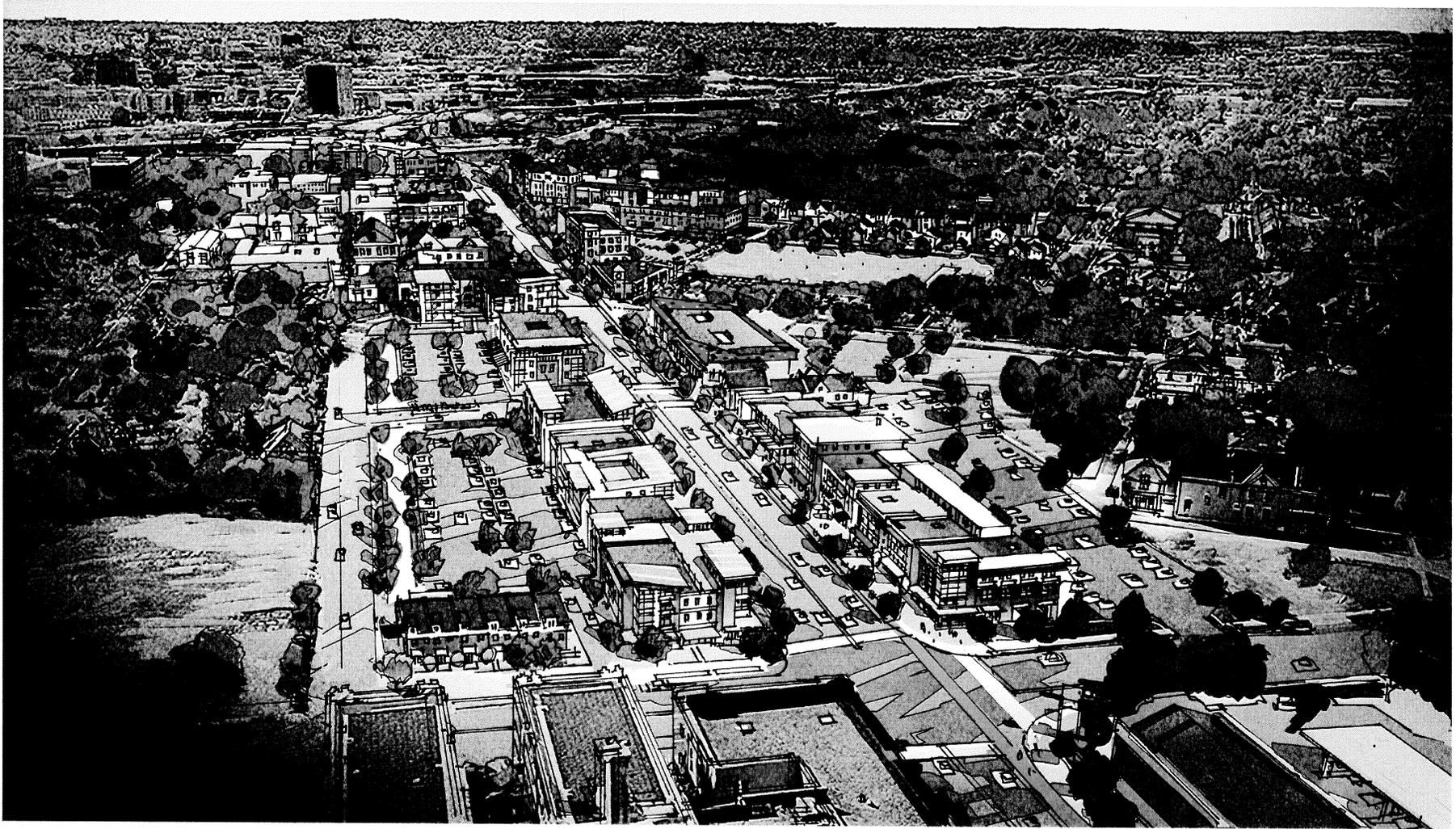
Section Location



Section of proposed improvements on Salem Avenue between Grand and Superior Avenues



View of the proposed Lower Salem Avenue Mixed-Use Corridor looking south towards Gem City Market



Aerial of proposed improvements to the Lower Salem Avenue Mixed-Use Corridor looking south

RIVER AND OPEN SPACE CORRIDOR

As major recreational and environmental assets to the City and region, Dayton's rivers and open spaces reach out to adjacent neighborhoods to form a network of green spaces.

RIVERFRONT PLAN IN NORTHWEST DAYTON

In 2018, the City of Dayton [in partnership with Five Rivers MetroParks, Miami Conservancy District, Downtown Dayton Partnership, Miami Valley Regional Planning Commission, Montgomery County, and Greater Dayton RTA] adopted the Dayton Riverfront Plan, a comprehensive vision for the City's four systems of waterways. The Dayton Riverfront Plan recognizes the potential of the City's waterways to enhance regional vibrancy, livability, and economic vitality over the next twenty years. The City continues to build on the research, planning, and visioning of the Riverfront Plan as it looks to better connect residents with the rich cultural and recreational opportunities and activities that the riverfronts offer.

Surrounded by Assets

The Northwest Dayton study area is surrounded on three sides by Dayton's waterways. To the east, Stillwater River connects DeWeese, Triangle, and Island parks. To the southwest, Wolf Creek connects Wesleyan MetroPark with the WS McIntosh Memorial Park. There are plans to connect the Wolf Creek Corridor more deliberately with Sunrise Park and Sunset Park and into a downtown hub, which would provide a concentration of commercial and recreational amenities.

Connecting the Community

The Riverfront Master Plan provided a high-level vision to determine how Dayton might celebrate the diversity of its many riverfronts. The Northwest Neighborhood Vision dives deeper into implementation strategies to incorporate these recreational amenities into their community through more direct pedestrian connections, improved roadways, and connected trails.

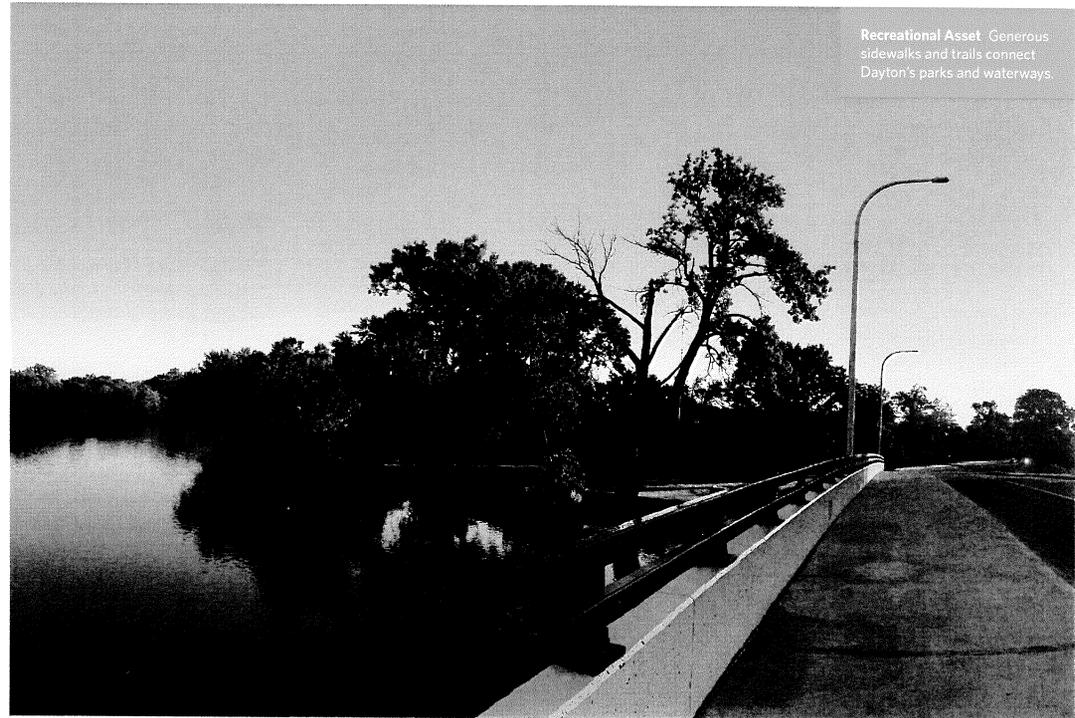
NORTHWEST CORRIDORS

Stillwater River

As part of the Cultural Corridor, the Stillwater River connects some of the City's largest parks, including DeWeese Park, Triangle Park, Island MetroPark, and Kettering Fields. Established neighborhoods run along both sides of the river but often do not identify with the river. Missing links between the western neighborhoods prevent easy access to the river, parks, and institutions.

Wolf Creek

Wolf Creek runs through a series of historic neighborhoods, connecting the expanding Wesleyan MetroParks to Sunrise Park. As part of the Community Corridor, Wolf Creek has the potential to become a rich greenway that connects residents to open spaces and to a trail network that extends to other parts of the city, including downtown.



Recreational Asset Generous sidewalks and trails connect Dayton's parks and waterways.

Stillwater River Corridor and Riverside Drive

OVERVIEW

Riverside Drive runs along the Miami and Stillwater Rivers from Downtown to beyond the city limits, terminating at Shoup Mill Road. Northwest and FROC residents perceive it as a barrier to the extensive trail network and open space system that exists primarily on the eastern side of the Stillwater River. As Northwest Dayton's access point to the Stillwater River and the park system, Riverside Drive should be as equally accessible to pedestrians and cyclists as it is to motorists. A wealth of community assets including Triangle Park, Stillwater River Recreation Trail, Island Metro Park, Kettering Fields, and Boonshoft Museum of Discovery lie just across the two rivers.

A narrowed Riverside Drive is closely tied to the improvements at North Main Street. A traffic impact study will inform the volume of automobiles Riverside Drive will gain after the vehicular narrowing of North Main Street. Regardless of this traffic impact study, River-

side Drive needs to more thoughtfully consider crossings for pedestrians and cyclists.

Challenges

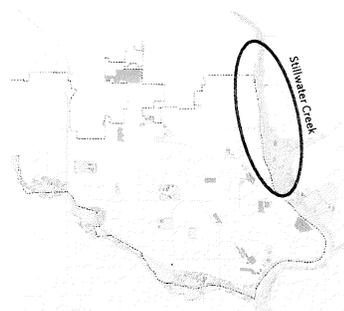
- High-speed traffic along Riverside Drive, as well as a limited number of intersections, which prohibit crossings for pedestrians and cyclists
- Visibility of the rivers and access from the western banks is severely limited

Opportunities

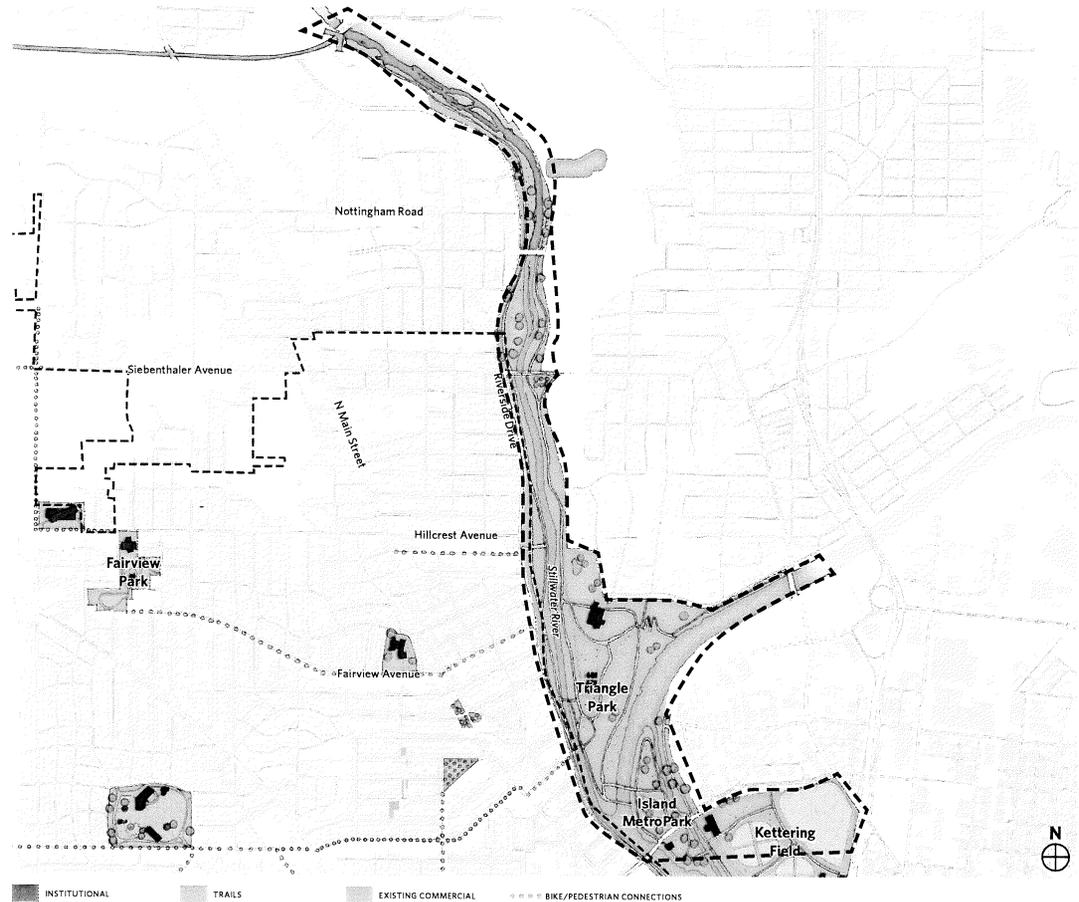
- Slower traffic and a pedestrian trail system could spark investment in existing houses and encourage new development along Riverside Drive
- Riverside Drive currently has excess traffic capacity; however, if Main Street is narrowed, studies would need to be done to analyze the impact on Riverside Drive
- Large existing streets and lush vegetation would provide a natural setting for a future continuous trail

Proposed Interventions

- A reduced number of travel lanes and an increased number of intersections along Riverside Drive would reduce vehicular speed, making the street safer.
- Space gained by eliminating one travel lane in each direction where possible would allow a multi-use trail to be added on the west side of the Stillwater River
- Planting strips and street trees would create a more pleasant and safe experience for pedestrians and slows down car traffic
- East-west pedestrian connections from Riverside Drive to different areas of Northwest Dayton would encourage movement between Northwest Dayton and the open space system



Location Map

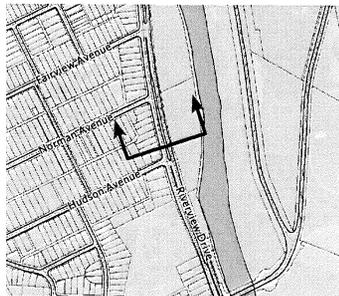


Proposed Improvements

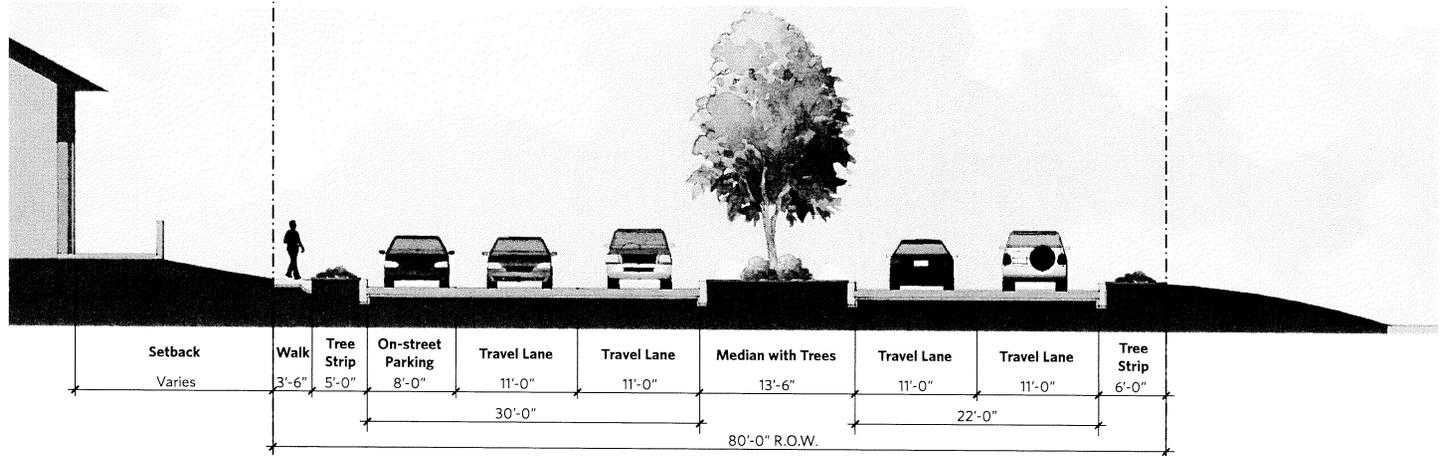
- Reduce the number of travel lanes from 4 to 2
- Plant more consistent street trees within the central median
- Widen the sidewalk on the western side of the street and widen the planting strip
- Create space for a multi-modal trail and wider planting strip by removing the north- and south-bound travel lane
- Increase the number of intersections with crosswalks to provide safe opportunities for pedestrians and cyclists to access the proposed trail



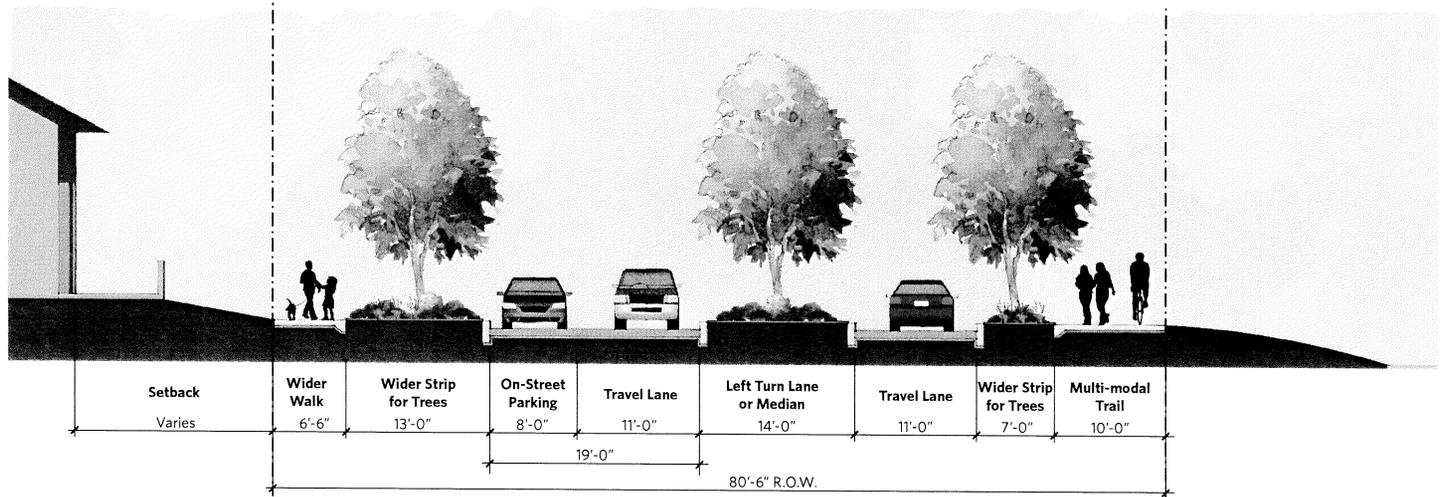
Existing condition of Riverside Drive



Section Location



Existing street section of Riverside Drive between Hudson and Norman Avenues



Proposed street section of Riverside Drive between Hudson and Norman Avenues



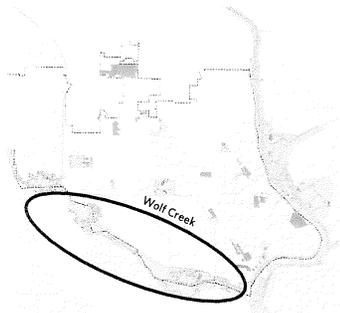
View of proposed improvements to Riverside Drive and the trail system

Wolf Creek Corridor

OVERVIEW

Wolf Creek is an important green corridor that connects the northwest neighborhoods with the west neighborhoods of the city. The continued emphasis of the expansion of Wesleyan MetroPark and the creation of the new Sunset Park, as outlined in the City's Parks/ Trails Master Plan, strengthens the eastern and western anchors of this system. Between these two ends of the corridor, opportunities should be explored to expand the trail network along both sides of the creek and to acquire strategic vacant properties to create a passive park system.

Between the Wolf Creek corridor and the Stillwater River corridor, smaller neighborhood parks can be linked to the two systems by either bike trails, or bike lanes. Plans to expand senior housing at the Omega Baptist Church site and the creation of the Hope Center for Families will add valuable amenities and services for residents.



Location Map

Challenges

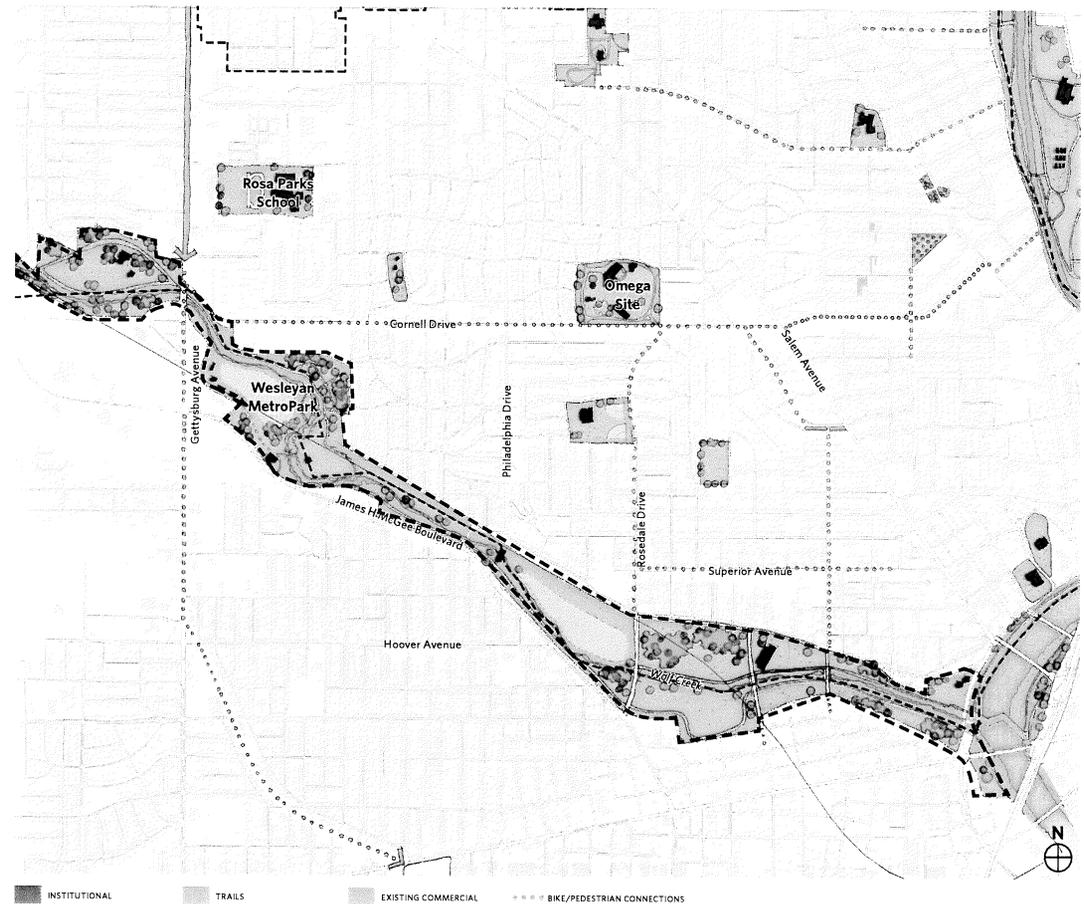
- The Wolf Creek corridor is heavily vegetated, limiting views to the water and potentially creating a safety concern
- A fragmented bicycle system currently exists along the corridor and in this part of the city

Opportunities

- Natural areas are within the bicycle shed of several neighborhoods
- Vacant properties pose opportunities to expand both passive and active park areas

Proposed Interventions

- Connect the trail system from Wesleyan MetroPark to the Miami River along both sides of Wolf Creek
- Complete the Wright Brothers Parkway Loop
- Transform Cornell Drive into an east-west bicycle and pedestrian connection with either wider sidewalks, the introduction of a bike lane, or shared spaces for cyclists and motorists
- Expand residential and community-oriented amenities at the Omega Baptist Church site



IMPLEMENTATION

Northwest projects locate around clear corridors, offer opportunities for strategic investments at visible nodes, and build on public infrastructure funding that has already been allocated.

POLICY OBJECTIVES

Invest in targeted areas along the Main Street and Salem Avenue corridors

Focus on 1-2 nodes along each of these corridors. On Main Street, the North Main Neighborhood Center should be a focus, supporting existing business owners who are making investments, and developing a grant process for early activation (pop-up parks, markets, temporary street installations, etc.) and a property acquisition strategy to support long-term change in concert with roadway narrowing and safety improvements. On Salem Avenue, build on momentum around Gem City Market and street improvements and work from Downtown outward, where possible.

Connect the adjacent neighborhoods to Stillwater River corridor

The neighborhoods between Main Street and Riverside Drive are adjacent to the Stillwater River and greenway, but have not realized that economic benefit because of poor connectivity and a past bias towards getting vehicular traffic in and out of the city quickly. A policy change should prioritize the health, economic recovery, and livability of these neighborhoods over traffic flow priorities.

PRIORITIZATION

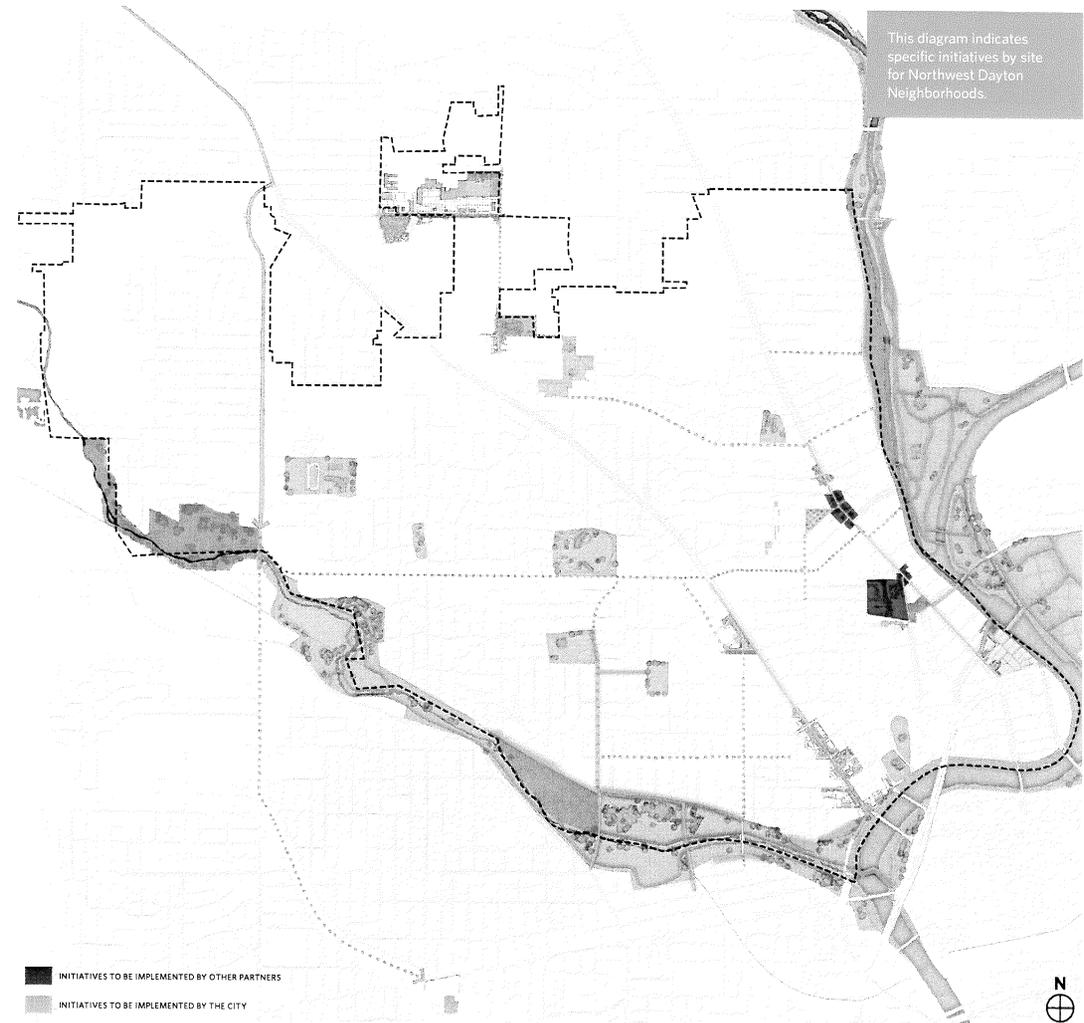
Main Street and Riverside Corridors

Safety for pedestrians, bicyclists, and motor-

ists is a major concern and priority along the Main Street and Riverside Drive corridors. There is a potential conflict between the recommendations to reduce the number of travel lanes on both Main Street and Riverside Corridor. The Main Street narrowing should and will move forward first because the state funding is allocated based on safety and loss of life. As soon as is feasible, a traffic study should be commissioned to study the total north- and south-bound traffic on the two roads and to determine whether an additional lane can also be removed from Riverside Drive. The open space connectivity benefits to the adjacent neighborhoods would balance a reasonable reductions in through speeds and traffic counts. The economic recovery benefit for the neighborhoods of connecting to a greenway must be emphasized in the decision-making process.

Salem Avenue

Lower Salem Avenue has investment momentum, with the Gem City market and street improvements that are underway, which should continue to be supported. For this reason and because of the proximity to downtown, the City should make the Lower Salem area a priority for further investment. Large, single-ownership parcels should be targeted for acquisition or partnership for new multi-family and infill housing early in the process.



The area around Grace United Methodist Church is a priority area for stabilization. The City should assist in the acquisition and demolition of the Dartmouth Hospital property, if possible, and facilitate vacating the Dartmouth Drive right-of-way to create a more viable development opportunity that would bolster Grace United.

Wolf Creek and Other Areas of the Plan

The Wolf Creek corridor and other areas of the plan have either longer-term projects, or projects that can happen independently in less critical time sequencing. For instance, trail connections along Wolf Creek should be incrementally extended, but acquisitions (such as of the Dayton Tire & Rubber site) will require larger amount of City capital and will likely occur later. Private development along Philadelphia Drive and Siebenthaler Avenue can progress as private owners have capital. The City should respond with pedestrian crosswalks and sidewalks, while putting pressure on Miami Valley Golf Club to better respect how it meets the public realm.

MAINTENANCE

On City property, the City will be responsible, and therefore only trees or very low-maintenance vegetation shall be installed. Private property owners who have the ability to maintain, such as institutions, are ideal partners. The City shall also look to more creative solutions for maintenance partners, such as organizations who have experience in maintaining open space areas.

NEXT STEPS

Match the zoning to the vision

Vibrant commercial nodes, which are defined by occupied storefronts, a mix of uses, and comfortable pedestrian realm, are not possible if zoning doesn't permit it. The permitted density for any given lot should be calibrated to anticipate what will be built there to be consistent with the envisioned active node. Invest-

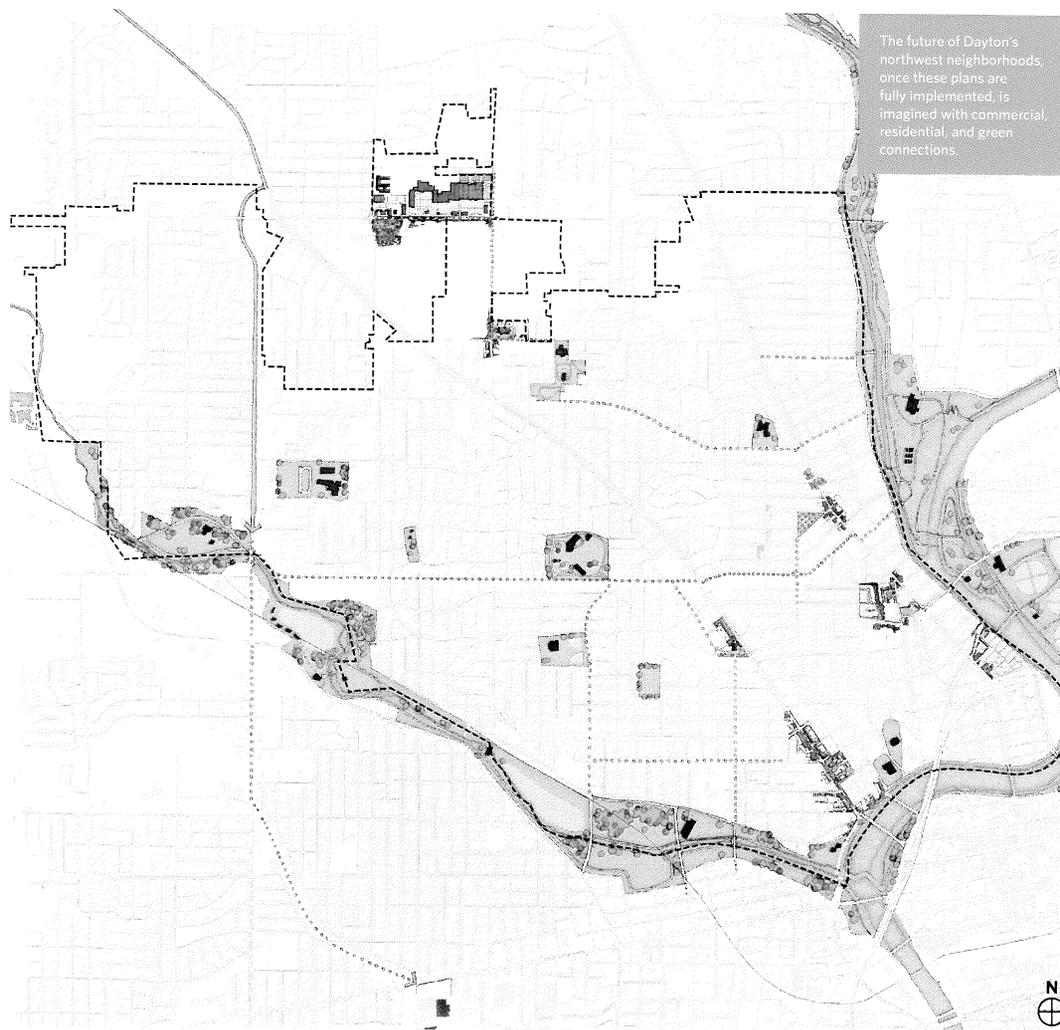
ments often can demand 3- or 4-story buildings with multi-family units over a commercial space. For example, a district that caps density at 14-units to the acre or requires 1.5 parking spaces per unit often makes this impossible.

Marrying the community vision to the zoning requires either an overhaul of the elements that inhibit dense, varied development such as high parking ratios, wide setbacks, or low building height requirements or the creation of a new district that anticipates a dense neighborhood core. Tethering this new district or overlay to the identified opportunity sites in this document may help further encourage the development desired.

Ensure commitment

The detailed plan should be shared with additional community members, stakeholders, special interest groups, and elected and appointed officials. Once it has broad-based support and the four quadrants' plans also do, they will be combined into a single city-wide document. The document should be taken through the Planning Board and City Commission approval process and formally adopted.

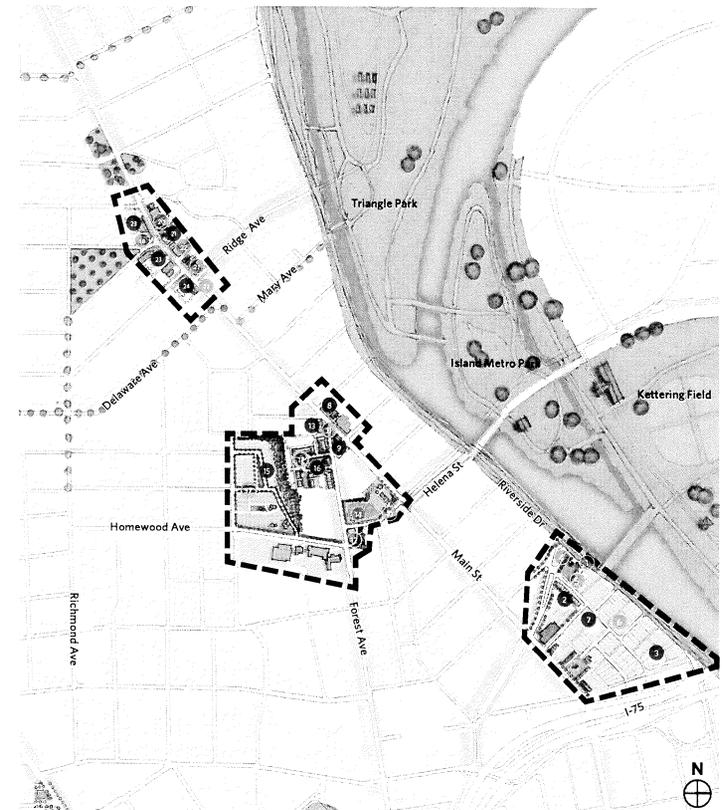
There has been a good amount of planning activity in the Northwest and Froc neighborhoods, however, past plans outlined goals and priorities, but did not reach the level of detail of physical initiatives described in this vision plan. It will largely be up to City staff to ensure that as redevelopment occurs, that it both meets the neighborhood plan intent, as well as accomplishes the placemaking and strategic goals laid out in this vision. This includes road improvements, new development, and blight removal. This area of the city is fortunate enough to have state funding for several infrastructure projects to jump-start private investment. Special care should be paid to reviewing streetscape designs early enough to have an impact to ensure that the pedestrian realm best serves development and activation of mixed-use nodes.



The future of Dayton's northwest neighborhoods, once these plans are fully implemented, is imagined with commercial, residential, and green connections.

North Main Street Corridor

PROJECT	INITIATIVE	LEAD AGENCY	TIME FRAME	FUNDING SOURCE
RIVERDALE INFILL	1 Connection to the Great Miami Recreational Trail	MetroParks	0-3 Years	—
	2 Private acquisition of part of the CSL Plasma Site	Developer TBD	4-10 Years	—
	3 Construction of a new street parallel to Interstate 75	Developer TBD	4-10 Years	—
	4 Traffic light and realignment of Great Miami Blvd. intersection at Riverside Dr.	City	4-10 Years	—
	5 Creation of a small park along the river	MetroParks	4-10 Years	—
	6 Residential streetscape infrastructure improvements	City	4-10 Years	—
	7 Development of infill single-family and multi-family housing	Developer TBD	4-10 Years	—
NORTH MAIN AND FOREST & FIVE OAKS NEIGHBORHOOD	8 Adaptive reuse and renovation of the historic firehouse (city to acquire and provide incentives)	Developer TBD	0-3 Years	—
	9 Adaptive reuse of 1411 Main Street (the "flatiron building") (city to acquire and provide incentives)	Developer TBD	0-3 Years	—
	10 Streetscape improvements along Helena St (sidewalk repairs, curb repairs, street trees).	City	0-3 Years	—
	11 Streetscape improvements at N Main St. and Forest Ave.	City	0-3 Years	—
	12 Slip lane to facilitate right turn movement onto Helena St. and better connect Homewood Ave. and Helena St.	City	4-10 Years	—
	13 Facade improvements/redevelopment of buildings at the intersection of N. Main St. and Forest Ave.	Developer TBD	4-10 Years	—
	14 Improvements to park at Forest Ave. and Helena St including walking trail and expanded community garden	MetroParks	0-3 Years	—
	15 Development of former Julienne site into housing	Developer TBD	4-10 Years	—
	16 Development of former Hampton Apartments site into multi-family housing	Developer TBD	4-10 Years	—
	17 Construction of infrastructure to support development of former Julienne and Hampton Apartment sites	Developer TBD	4-10 Years	—
NORTH MAIN NEIGHBORHOOD CENTER	18 Infrastructure improvements to N Main St. (lane reduction, sidewalk expansion)	ODOT	0-3 Years	—
	19 Street trees, tree pits, and pedestrian scaled lighting improvements to N Main St.	ODOT	0-3 Years	—
	20 City acquisition and reactivation of former Santa Clara Park	City	0-3 Years	—
	21 City acquisition and demolition of vacant parcel	City	0-3 Years	—
	22 Construct alley to improve street access to Oakley Pl.	City	0-3 Years	—
	23 Private development and facade improvements to existing commercial building stock	Business owner	4-10 Years	—
	24 Private development and building, street access, and facade improvements to Marathon gas station	Business owner	11-25 Years	—

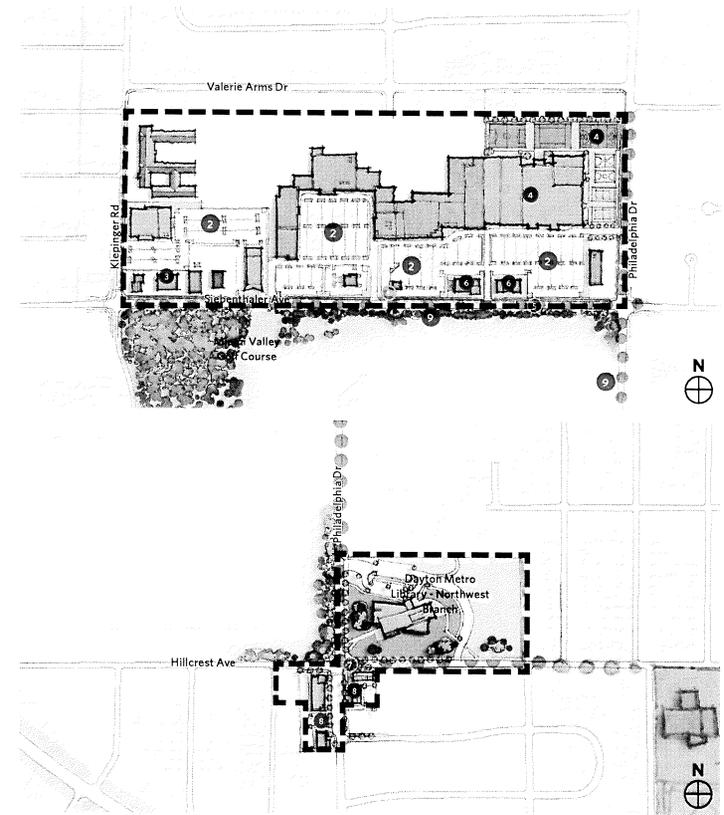


*REFER TO FULL FRAMEWORK PLAN (P. 7) OR INDIVIDUAL PROJECT PLANS FOR DETAILED IMAGES OF PROJECTS

- INITIATIVES TO BE IMPLEMENTED BY OTHER PARTNERS
- INITIATIVES TO BE IMPLEMENTED BY THE CITY

Philadelphia Woods

PROJECT	INITIATIVE	LEAD AGENCY	TIME FRAME	FUNDING SOURCE
NORTHWEST PLAZA	1 Improve pedestrian mobility by incorporating crosswalks within the ROW	Property owners	0-3 Years	—
	2 Reorganize surface lots to include an improved layout for vehicular traffic, landscaping, lighting, and walkways	Property owners	0-3 Years	—
	3 B.J. Winston Community Center including: offices, classrooms, a kitchen, and a large multi-purpose room	Mt. Calvary Church	0-3 Years	—
	4 Redevelopment of east side of Northwest Plaza into youth recreation facility including indoor/outdoor sports fields	Mt. Calvary Church	0-3 Years	—
	5 Streetscape improvements to W Siebenthaler Ave.	City	0-3 Years	—
HILLCREST AVENUE AT PHILADELPHIA DRIVE	6 Private development of outparcel buildings along W Siebenthaler Ave.	Developer TBD	4-10 Years	—
	7 New street trees, sidewalks, lighting, and pedestrian crosswalks at intersection	City	0-3 Years	—
	8 Residential development and acquisition of sites	Developer TBD	4-10 Years	—
	9 City and facility work together to create a cleaner, more formal boundary with less invasive and unkempt vegetation	Golf Course Owners	0-3 Years	—

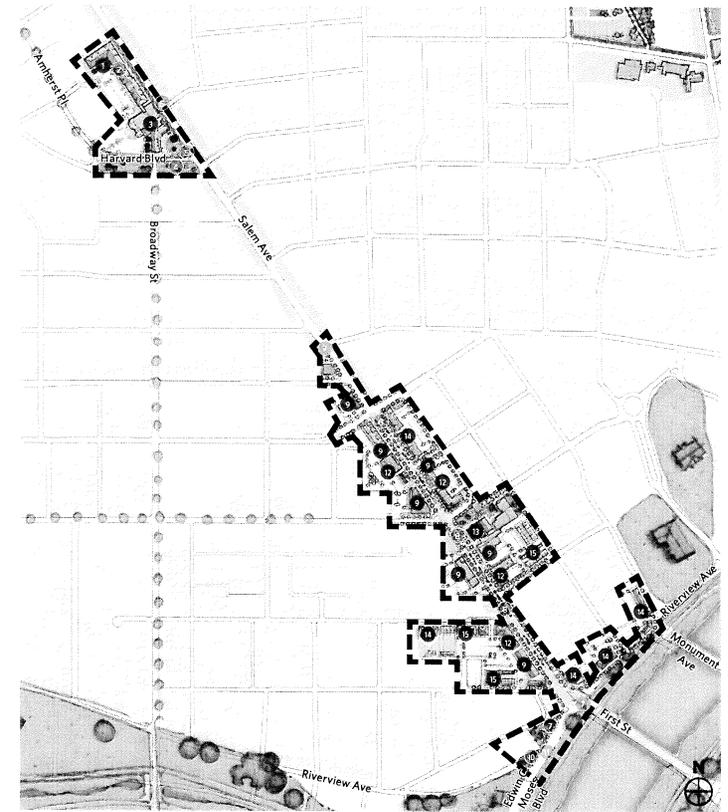


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Salem Avenue Peace Corridor

PROJECT	INITIATIVE	LEAD AGENCY	TIME FRAME	FUNDING SOURCE
GRACE UNITED METHODIST CHURCH	1 Acquire vacant Dartmouth Hospital property	Development Partner	0-3 Years	—
	2 Vacate Dartmouth Dr. ROW from Salem Ave. to Amherst Pl.	City	0-3 Years	—
	3 Residential Development and amenities developed in partnership with Grace United Methodist Church	Development Partner	0-3 Years	—
	4 Restoration of historic landscaping at Harvard Blvd.	University Row Neighborhood Association	4-10 Years	—
	5 Streetscape improvements at Salem Ave and Harvard Blvd.	City	4-10 Years	—
LOWER SALEM AVENUE	6 Reduction of travel lanes from 6 to 4 lanes with an intermittent turn lane	ODOT	0-3 Years	—
	7 Streetscape improvements including lighting, cycle track, street trees, landscaped planters, and crosswalks	City	0-3 Years	—
	8 Private development of retail buildings with rear surface parking lots	Developer TBD	4-10 Years	—
	9 Eliminate merge lane from W Riverview Ave to N Edwin C Moses Blvd	ODOT	4-10 Years	—
	10 Replace junction at W Riverview Ave and N Edwin C Moses Blvd with three-way intersection	ODOT	4-10 Years	—
	11 Private development and facade improvements to existing commercial building stock	Business owners	4-10 Years	Facade improvement grant by city
	12 Adaptive reuse of Longfellow School as multi-family residential units	Developer TBD	11-25 Years	—
	13 Private development of mixed-use retail and multi-family housing	Developer TBD	11-25 Years	—
	14 Private development of infill attached single-family housing	Developer TBD	11-25 Years	—
	15 Private development of infill attached single-family housing	Developer TBD	11-25 Years	—

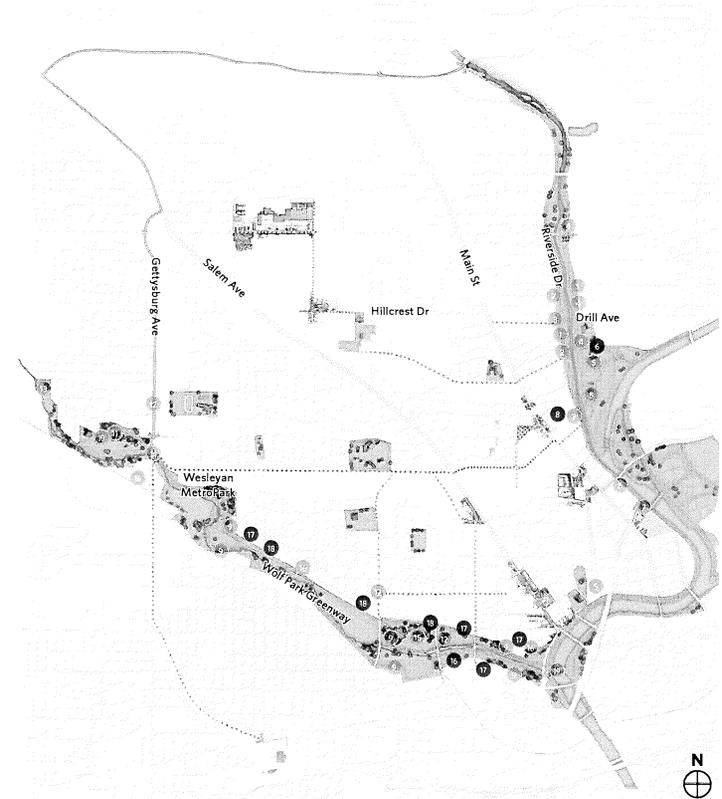


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River and Open Space Corridors

PROJECT	INITIATIVE	LEAD AGENCY	TIME FRAME	FUNDING SOURCE	
STILLWATER RIVER CORRIDOR AND RIVERSIDE DRIVE	1 Thin vegetation to improve views while preserving and enhancing natural habitats	City	0-3 Years	—	
	2 Mirror DeWeese Park to west side of river	City	0-3 Years	—	
	3 Create pedestrian connection between E Hillcrest Ave and Drill Ave	City	0-3 Years	—	
	4 Create interpretive, branded cultural trail system incorporating historic and educational storytelling aspects	City	4-10 Years	—	
	5 Connect cultural trail to destinations along the corridor and in downtown	City	4-10 Years	—	
	6 Realign entry to Boonshoft Museum of Discovery to improve pedestrian connections	Dayton Society of Natural History	4-10 Years	—	
	7 Streetscape adjustments to Riverside Dr to decrease traffic speeds and increase pedestrian connections	ODOT	4-10 Years	—	
	8 Improve connections to N Main St mixed-use development	Business owners	11-25 Years	—	
	WOLF CREEK CORRIDOR	9 Expand trails and neighborhood access to Wesleyan MetroPark on either side of the creek	City	0-3 Years	—
		10 Expand Wesleyan MetroPark greenway	City	4-10 Years	—
11 Create new facility and park amenities at Wesleyan MetroPark expansion		City	4-10 Years	—	
12 Create safe pedestrian routes for better access to schools, parks, and other institutions along Wolf Creek Greenway		City	4-10 Years	—	
13 Connect Wolf Creek trail to Trotwood from Wesleyan MetroPark		City	4-10 Years	—	
14 Create gateway to Wolf Creek trail along Gettysburg Ave		City	4-10 Years	—	
15 Create "Rosedale Meadow" open space at Dayton Tire & Rubber site (requires acquisition)		City	4-10 Years	—	
16 Identify clusters of open spaces and vacant lots along creek to expand a continuous Wolf Creek Greenway		City	4-10 Years	—	
17 Private development of mixed-use corridor along Wolf Creek Greenway		Developer TBD	11-25 Years	—	
18 Private development of infill housing along Wolf Creek Greenway		Developer TBD	11-25 Years	—	
19 Create pedestrian park bridge crossing Stillwater River	City	11-25 Years	—		



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