



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

SEPTEMBER 2, 2020

6:00 P.M.

I. AGENDA SCHEDULE

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

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. Purchase Orders:

PLANNING & COMMUNITY DEVELOPMENT

A1. Bladecutter's Lawn Service Inc. (building demolition) **\$25,787.00**

1. (Cont'd):

POLICE

- B1. Brite Computers/UpState Wholesale Supply** (NetMotion mobility software maintenance and support renewal) **\$15,931.13**
- B2. CDW Government, Inc.** (computer tablets and accessories) **41,355.50**
- B3. Tri-Tech Forensics, Inc.** (active shooter response kits and combat application tourniquets) **19,768.55**

PUBLIC AFFAIRS

- C1. iVideo Technologies, LLC** (replacing existing camera system and hardware) **106,144.87**

WATER

- D1. Sullivan Environmental Technologies** (replacement parts and pumps as needed through 12-31-20) **234,979.00**
- D2. Day-Con Supplies LLC** (medical first aid supplies as needed through 07-31-21) **8,000.00**
- D3. CHWR, Inc. dba CHW Mechanical Services** (heating, ventilation and air conditioning preventative maintenance and repairs as needed through 04-30-21) **7,500.00**
- D4. JNJ Fabrication and Welding LLC** (machine shop and fabricating services as needed through 06-30-24) **280,000.00**
- Depts. of Planning & Community Development, Police, Public Affairs, and Water. **Total: \$739,466.05**

2. **Dayton Area Chamber of Commerce, Education and Public Improvement Foundation – Service Agreement** – for the Dayton International Airport Business Traveler Center – Dept. of Aviation. **\$380,500.00**
(Thru 12/31/23)

B. Construction Contracts:

3. **Peterson Construction, Co. – Award of Contract** – for the Centrate Force Main (10% SBE Participation Goal/10.5% SBE Participation Achieved) – Dept. of Water/Water Reclamation. **\$152,229.00**
(Thru 12/31/21)

C. Revenue to the City:

4. **Dayton Montgomery County Port Authority – Other** – first amendment to add the Friends of Levitt as a party to the agreement for Levitt Pavilion Dayton – Dept. of Economic Development. **\$415,078.00**
(Thru 12/31/31)

**COMMISSIONER
JOSEPH**

IV. LEGISLATION:

Emergency Resolution – First and Second Reading:

5. **No. 6529-20** Authorizing the Purchase of Equipment and the Subsequent Reimbursement for the costs incurred by the Federal Bureau of Investigation Agency to the City of Dayton, and Declaring an Emergency.

**COMMISSIONER
MIMS**

Resolution – Second Reading:

6. **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.

V. PLANNING ACTION

A. PUBLIC HEARING:

7. To rezone 12.531 +/- acres located on Needmore Road near Old Troy Pike from SR-2 Suburban Single-Family Residential to SMF Suburban Multi-Family for a proposed future multi-family development. The Parcel Identification Numbers that comprise this case are: R722 17304 0011 and R722 17304 0017 – Case No. PLN2020-00142.

VI. MISCELLANEOUS:

ORDINANCE NO. 31830-20
RESOLUTION NO. 6530-20
IMPROVEMENT RESOLUTION NO. 3598-20
INFORMAL RESOLUTION NO. 979-20



City Manager's Report

From 2730 – PMB/Procurement

Date September 2, 2020

Expense Type Purchase Order

Total Amount \$739,466.05

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

PLANNING AND COMMUNITY DEVELOPMENT – HOUSING INSPECTION

(A1) P0201053 – BLADECUTTER'S LAWN SERVICE INC., HARRISON TOWNSHIP, OH

- Building demolition.
- These services are required to demolish a fire damaged building located on North Main Street.
- Pursuant to section 86 of the City of Dayton Charter, the Director of Planning and Community Development has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- The Department of Planning and Community Development recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Demolition Charges	16022-2320-1174-32	\$25,787.00

Signatures/Approval

Approved by City Commission

Clerk

Date

for Nicole Top

Division

Drane Z. Phareson 8.25.2020

Department

J. P. ...

City Manager

POLICE(B1) P0201055 – BRITE COMPUTERS/UPSTATE WHOLESALE SUPPLY, VICTOR, NY

- NetMotion mobility software maintenance and support renewal.
- These services are required to provide reliable data communications for the Mobile Data Computers (MDCs) in emergency vehicles.
- Brite Computers/Upstate Wholesale Supply is recommended based upon proven past performance to ensure consistent quality, compatibility and operational continuity; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Maintenance Agreements	10000-6210-1166-71	\$10,100.00
2020	Maintenance Agreements	10000-6340-1166-71	\$5,831.13

(B2) P0201046 – CDW GOVERNMENT, INC., VERNON HILLS, IL

- Computer tablets and accessories.
- These goods are required for staff to communicate and collaborate in an environment where working in close proximity is discouraged or prohibited as a result of Covid-19.
- Rates are in accordance with the National IPA Technology Solutions Contract #2018011-01.
- One hundred percent (100%) of funding is from Corona Virus Emergency Supplemental Funding Program (CESF).
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	28146-6210-1301-71	\$41,355.50

(B3) P0201056 – TRI-TECH FORENSICS, INC., SOUTHPORT, NC

- Active shooter response kits and combat application tourniquets.
- These goods are required to equip sergeant's cruisers with emergency supplies for mass casualty events.
- Tri-Tech Forensics, Inc. is recommended as the sole source provider of the Sling Pack Active Shooter Response Kit; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Supplies and Materials	10000-6221-1301-71	\$19,768.55

PUBLIC AFFAIRS(C1) P0201047 – iVIDEO TECHNOLOGIES LLC, STRONGSVILLE, OH

- Replacing existing camera system and hardware.
- These goods and services are required to replace obsolete equipment in the City's Commission Chambers.
- Rates are in accordance with the State of Ohio Term Schedule Contract #800821 and Index #STS581.
- The Department of Public Affairs 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 Hardware	40018-2101-1413-61	\$106,144.87

WATER – WATER RECLAMATION(D1) P0200030 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY

- Replacement parts and pumps as needed through 12/31/2020.
- These goods are required for both inventory and to repair existing pumps for the Water Reclamation Division.
- Sullivan Environmental Technologies is recommended as the sole regional municipal distributor for Moyno, Grundfos and other brands of pumps; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of \$453,342.00 by \$234,979.00 for a total not to exceed \$688,321.00 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-SF1606	\$234,979.00

WATER – WATER SUPPLY AND TREATMENT(D2) P0200268 – DAY-CON SUPPLIES LLC, HARRISON TOWNSHIP, OH

- Medical first aid supplies, as needed through 12/31/2020.
- These goods are required to stock inventories for Dayton Water Department operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16052N, with pricing through 7/31/2021.
- This amendment increases the previously authorized amount of \$20,000.00 by \$8,000.00 for a total not to exceed \$28,000.00 and therefore requires City Commission.
- 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	Inventory	53998-3445-1350-54	\$8,000.00

WATER – WATER UTILITY FIELD OPERATIONS(D3) P0200475 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH

- Heating, ventilation and air conditioning preventative maintenance and repairs as needed through 12/31/2020.
- These services are required for repairs at Water Distribution.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 17021D with firm pricing extended through 4/30/2021.
- This amendment increases the previously authorized amount of \$10,000.00 by \$7,500.00 for a total not to exceed \$17,500.00 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	Other Maintenance of Facilities	53000-3445-1172-54	\$7,500.00

(D4) P0201052 – JNJ FABRICATION AND WELDING LLC, RIVERSIDE, OH

- Machine shop and fabricating services as needed through 12/31/2020.
- These services are required to maintain the machinery used in the process of treating high quality drinking water.
- Eighteen (18) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB S20019 with pricing through 6/30/2024.
- The Department of Water requests additional authority of \$220,000.00 through 6/30/2024.
- The Department of Water recommends acceptance of the low bid.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2020	Maintenance Agreements	53000-3460-1166-54	\$60,000.00
2021	Maintenance Agreements	53000-3460-1166-54	\$60,000.00
2022	Maintenance Agreements	53000-3460-1166-54	\$60,000.00
2023	Maintenance Agreements	53000-3460-1166-54	\$60,000.00
2024	Maintenance Agreements	53000-3460-1166-54	\$40,000.00

The aforementioned departments recommend approval of this order.



City Manager's Report

2.

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

Date **September 2, 2020**

Expense Type **Service Agreement**

Total Amount **\$380,500.00 (thru 12/31/23)**

Supplier, Vendor, Company, Individual
Name **Dayton Area Chamber of Commerce**
Education and Public Improvement Foundation
Address **8 North Main Street, Suite 100**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3210-1192-43	\$380,500.00

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

Description

AGREEMENT FOR THE DAYTON INTERNATIONAL AIRPORT BUSINESS TRAVELER CENTER

The Department of Aviation requests permission to enter into a three (3) year Management Agreement ("Agreement") with the Dayton Area Chamber of Commerce Education and Public Improvement Foundation ("Chamber") for the operation and management of the Business Traveler Center at the Airport not to exceed Three Hundred Eighty Thousand Five Hundred Dollars and Zero Cents (\$380,500.00). Services to be provided include, but are not limited to, the hiring and training of all personnel, providing refreshments and amenities in the center such as magazines, and providing business travelers with up-to-the-hour travel information as posted.

The term of this agreement is September 9, 2020 to December 31, 2023. The Chamber will receive the following amounts annually:

2020	\$ 28,200.00
2021	\$115,200.00
2022	\$117,400.00
2023	\$119,700.00

This contract has two (2) one (1) year renewals that are at the sole discretion of the City.

The Agreement was reviewed and approved as to form and correctness by the Department of Law. A Certificate of Funds in the amount of \$28,200.00, which represents the remainder of 2020, is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CD 20-1742

SECTION I - to be completed by User Department

New Contract
 Renewal Contract
 Change Order

Contract Start Date	09/09/20
Expiration Date	12/31/23
Original Commission Approval	\$ 380,500.00
Initial Encumbrance	\$ 28,200.00
Remaining Commission Approval	\$ 352,300.00
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	
Remaining Commission Approval	

Required Documentation

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

Amount: <u>\$ 28,200.00</u> Fund Code <u>51000 - 3210 - 1192 - 43 - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALs

Vendor Name: Dayton Area Chamber of Commerce Education and Public Improvement Foundation

Vendor Address: 8 North Main Street, Suite 100, Dayton, Ohio 45402

Street
City
State
Zipcode + 4

Federal ID: 310257370

Commodity Code: 91875 Previous CT: CT20-1742

Purpose: The funds are for the operation and management of the Dayton International Airport Business Travelers

Center. (Original Commission approval: \$380,500.00 - \$28,200.00 (2020)).

Contact Person: Linda Hughes 454-8406 Aviation 8/21/2020

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

Finance Director Signature

8/24/2020
 Date

James Williams
 CF Prepared by

8/24/2020
 Date

CD 20-1742
 CF/CT Number

8/21/2020

MEMORANDUM



August 21, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert Turner 
Director of Aviation

SUBJECT: Business Travelers Center (BTC) Management Agreement

The Department of Aviation requests permission to enter into a three (3) year Management Agreement (“Agreement”) with the Dayton Area Chamber of Commerce Education and Public Improvement Foundation (“Chamber”) for the operation and management of the Business Traveler Center at the Airport. Services to be provided include, but are not limited to, the hiring and training of all personnel, providing amenities in the center such as magazines, and providing business travelers with up-to-the-hour travel information as posted.

During this COVID-19 pandemic, and now that our daily passenger loads frequently surpass the 1,000 mark the BTC provides an additional and familiar amenity for our passengers to assist in social distancing themselves as they travel through the Dayton International Airport.

Should you have any questions, please feel free to contact me or Linda Hughes at 937-454-8406.

GBT/lkh
Attachment

cc: Mr. Parlette
Mrs. Lofton

**MANAGEMENT AND OPERATIONS AGREEMENT FOR
THE DAYTON INTERNATIONAL AIRPORT BUSINESS TRAVELER CENTER**

THIS MANAGEMENT AND OPERATIONS AGREEMENT FOR THE DAYTON INTERNATIONAL AIRPORT BUSINESS TRAVELER CENTER ("Agreement"), dated this ____ day of _____, 2020, is between the CITY OF DAYTON, OHIO, a municipal Corporation in and of the State of Ohio, ("City") and the DAYTON AREA CHAMBER OF COMMERCE EDUCATION AND PUBLIC IMPROVEMENT FOUNDATION, a not for profit corporation incorporated under the laws of the State of Ohio, with its local place of business at 8 N Main St, #100, Dayton, Ohio 45402, (hereinafter called "Chamber").

WITNESSETH THAT:

WHEREAS, The City owns and operates the James M. Cox Dayton International Airport (hereinafter referred to as "Airport"), which is situated in the City of Dayton, Counties of Montgomery and Miami and State of Ohio;

WHEREAS, The Airport does not have an airline-sponsored club for frequent travelers and the business community within the greater Dayton region indicated that there is a need for business traveler amenities at the Airport;

WHEREAS, The City of Dayton has provided the Business Traveler Center ("BTC") within the Airport's passenger terminal, which provides amenities including telephone and fax services, conference room space and internet connectivity for business travelers; and

WHEREAS, The City has determined that the Dayton Area Chamber of Commerce Education and Public Improvement Foundation ("Chamber") is experienced and qualified to provide necessary concierge type services to the BTC and that it is beneficial to have the Chamber operate and manage the BTC at the Airport on and subject to the terms and conditions set forth herein;

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

ARTICLE I. SCOPE OF SERVICES

The Chamber is responsible for the operation and management of the BTC at the Airport. The Chamber shall routinely consult with the City and implement such policies and practices requested by the City related to the operation and management of the BTC so that the BTC remains an asset for the City.

The standard hours of operations for the BTC will be Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. However, The Chamber shall collaborate with the City's Director of Aviation and alter the operating schedule as needed in accordance with passenger traffic.

It is agreed that the Chamber's responsibilities hereunder include, but are not necessarily limited to, hiring and training all personnel needed to operate the BTC, providing refreshments and other

amenities requested or needed by the business traveler.

The Chamber agrees that the refreshments, to the fullest extent possible and unless otherwise approved by the City, shall be procured and furnished by the City's food and beverage concessionaire. Such refreshments shall not be offered to persons other than the guests and invitees of the BTC and shall not include alcoholic beverages.

The Chamber shall conduct an Awareness and Promotion Campaign to encourage greater utilization of the BTC. The campaign shall target both civilians and military personnel at WPAFB and the Chamber's 2200 company members located in within the Chamber's nine-county region.

The Chamber will provide comment cards for on-going feedback and survey Chamber members via social media. The Chamber will solicit and secure discounts from Airport vendors for BTC Cardholders.

The City will provide general janitorial and maintenance services (in the manner provided for other areas of the Airport's passenger terminal), provide computer technical assistance for the computers provided for use by patrons of the BTC, and pay the cost for all utilities for the BTC. In addition, the City may provide such other services and/or assistance as may be reasonably requested by the Chamber for the BTC.

ARTICLE II. TERM

This Agreement shall commence on September 9, 2020 and shall expire on December 31, 2023, unless earlier terminated pursuant to Article VIII herein.

Upon the sole discretion of the City, the City may renew this Agreement for up to two (2) additional optional one (1) year renewals, which if exercised, would allow for a total five (5) year term. At least ninety (90) days prior to the expiration of the then current Term, the City shall notify the Chamber of its intent to exercise any renewal option. No renewal of this Agreement shall be effective unless it is reduced to writing, approved by the City's Director of Aviation, executed by a duly authorized representative of the City and Chamber and if required, approved by the Commission of the City of Dayton.

ARTICLE III. FUNDING

The City's total remuneration for the Initial Term under this Agreement shall not exceed Three Hundred Eighty Thousand Five Hundred Dollars and Zero Cents (\$380,500.00) for the management and operation of the BTC, inclusive of all costs and expenses related to such management and operation. The City will make funds available to the Chamber in the following manner:

2020	\$ 28,200.00
2021	\$115,200.00
2022	\$117,400.00
2023	\$119,700.00

The Chamber shall submit invoices to the City requesting disbursement of funds. The City will release payment of the invoices within thirty (30) days from receipt thereof. In the event the City releases an advance disbursement of funds, the Chamber shall maintain the funds in a separate account, or sub-account, so that the funds will not be commingled with other Chamber funds or used for unauthorized purposes. If, upon expiration or early termination of this Agreement, any advanced funds remain unexpended, the Chamber will return the unexpended balance to the City within thirty (30) days from the date of expiration or early termination. The foregoing requirement shall survive the expiration or early termination of this Agreement.

It is agreed that all tangible items procured with the funds provided by the City hereunder shall be the sole property of the City, and the Chamber only shall have the right to use such items for the operation of the BTC during the term hereof. All work product developed or created by the Chamber and any third party engaged by the Chamber, including all marketing/advertising materials, shall become the property of the City, if any of the funds provided hereunder were used to procure such work product.

If a renewal period is awarded the funding for that renewal period shall be negotiated prior to the execution of an amendment formalizing the renewal.

ARTICLE IV. INDEPENDENT CONTRACTOR

By executing this Agreement, the Chamber acknowledges and agrees that it will be providing all work and services related to this Agreement as an "independent contractor" of the City. Accordingly, the Chamber shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. The Chamber 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.

The Chamber, its employees and any persons retained or hired by the Chamber to perform the any duties and responsibilities at the BTC are not City employees, and therefore, such persons are not entitled to any of the emoluments of employment with the City of Dayton and the Chamber shall indemnify the City against any such claims by its employees, agents, contractors and consultants for such City employee benefits. The Chamber is responsible to withhold and pay or, if such persons are contractors, require its contractors to pay, all applicable local, state and federal taxes.

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

ARTICLE V. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

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

compensation, or selection for training, including apprenticeship.

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

ARTICLE VI. RECORDS, RETENTION AND AUDIT

The Chamber shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures relating to this Agreement and the management and operation of the BTC. All such costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and shall be clearly identified and readily accessible for inspection, copying and audit. At any time during normal business hours and as often as the City may deem necessary, the Chamber shall make available to the City and its designees its records with respect to the matters covered under this Agreement, and will permit the City and its designees to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data pertaining in whole or in part to this Agreement.

All of the Chamber's records relating to this Agreement, including any and all supporting documentation for invoices submitted to the City, shall be retained by the Chamber for a minimum period of three (3) years after the early 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 3-year period, the Chamber shall retain such records until completion of the actions and resolution of all issues or the expiration of the 3-year period, whichever occurs later.

The City reserves the right to require the Chamber to audit this Agreement and all City funds provided hereunder. In performing any such audit, the Chamber shall require the auditor to comply with all applicable City rules and regulations governing such procedures. The Chamber shall pay the cost of any such audit and not bill or otherwise invoice the City for the cost as an expense payable with the funds provided hereunder.

ARTICLE VII. INDEMNIFICATION

The Chamber shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, and agents from and against legal liability for all claims, losses, damages, and expenses to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Chamber, its employees, volunteers, contractors and agents in the operation and management of the BTC.

ARTICLE VIII. TERMINATION

The City may terminate this Agreement at any time and for any reason by providing the

Chamber thirty (30) days advance written notice of termination. This Agreement may also be terminated by mutual written agreement between the parties.

ARTICLE IX. COMPLIANCE WITH AIRPORT SECURITY MEASURES

At all times while upon Airport property, the Chamber and its employees, agents and contractors shall comply with all applicable federal, state and local laws, rules, policies, directives and/or procedures applicable to airports in general and those specific to the Airport, especially those involving security and access to restricted areas of the Airport. The Chamber shall remain primarily liable for any violations of the foregoing by its employees, agents and contractors and will indemnify the City for payment of any fee, penalty or other sanction imposed for such violation.

The Chamber shall arrange for and ensure that all personnel retained for the operation and management of the BTC are properly identified with an "Airport Identification Badge" or such other access media designated by the City, and that Badge must be prominently displayed at all times while such persons are at the Airport during regularly scheduled work hours as required under 49 CFR Part 1542, as may be amended or revised, and/or the City's approved Airport Security Program. The Chamber shall comply with all the City's policies, procedures and requirements for the issuance of the Airport Identification Badge, and waives any claim against the City resulting from the City's refusal to issue or revocation of a Badge pursuant to applicable laws, rules, regulations, policies and procedures. The Chamber and its employees and contractors shall at all times comply with the Airport Rules and Regulations.

ARTICLE X. MEETINGS AND REPORTS

The Chamber shall meet regularly with the City and its designees to review and discuss performance of this Agreement and the management and operation of the BTC. Such meetings shall be held at mutually agreeable times and places.

Upon request of the City, the Chamber shall submit a report(s), which shall detail the activities, work and services provided or to be undertaken at the BTC. The Chamber will also submit a year-end report to the City within ninety (90) days after early termination or expiration of this Agreement, containing such information and data as the City may request. This reporting requirement shall survive the expiration or early termination of this Agreement.

ARTICLE XI. GENERAL PROVISIONS

A. Amendment

This Agreement may be amended by mutual agreement between the City and the Chamber. However, no amendment is effective unless reduced to writing, which shall make specific reference to this Agreement, approved by the City's Director of Aviation, signed by a duly authorized representative of the City and the Chamber and, if required, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration

This Agreement represents the entire integrated Agreement between the City and the Chamber. 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. Notices and Communications

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

The City:
City of Dayton, Ohio
Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

The Chamber
Dayton Area Chamber of Commerce Education
and Public Improvement Foundation
8 North Main Street, Suite 100
Dayton, Ohio 45402
Attn: President

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

D. Conflict of Interest; Ohio Revised Code § 3517.13 Compliance

The Chamber covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would cause conflict in any manner or degree with the performance of this Agreement. The Chamber affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

E. Subordination

This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, its departments and agencies, relative to the development, operation or maintenance of the Airport.

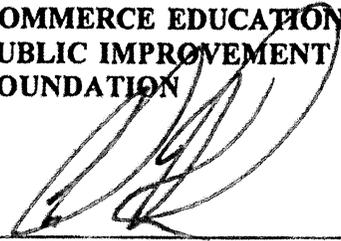
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IN WITNESS WHEREOF, the City and the Chamber, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF DAYTON, OHIO

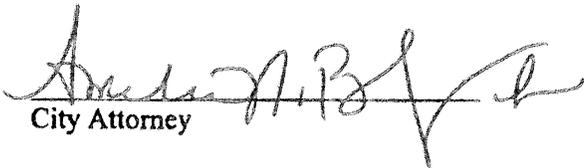
DAYTON AREA CHAMBER OF
COMMERCE EDUCATION AND
PUBLIC IMPROVEMENT
FOUNDATION

City Manager



Christopher E. Kershner, President

APPROVED AS TO FORM AND
CORRECTNESS:



City Attorney

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

_____, 2020

Min./Bk. _____ Pg. _____

Clerk of Commission



City Manager's Report

From **3460 - Water/Water Reclamation**

Date **September 2, 2020**

Supplier, Vendor, Company, Individual

Expense Type **Award of Contract**

Name **Peterson Construction Co.**

Total Amount **\$ 152,229.00 (thru 12/31/2021)**

Address **18817 SR 501 N.**

Wapakoneta, OH 45895

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Sanitary Capital Funds	55003-3460-1424-54-SF2001	\$152,229.00

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

Description

**CENTRATE FORCE MAIN
(10% SBE PARTICIPATION GOAL/ 10.5% SBE PARTICIPATION ACHIEVED)**

The Department of Water requests permission to enter into a Contract with Peterson Construction Co. in the amount of \$152,229.00 for the Centrate Force Main project. This amount includes the base bid of \$138,390.00 and Alternate No. 1 - Contingency Allowance for \$13,839.00 (10% of the base bid). This project consists of relocating and burying 500 linear feet of 8" HDPE (high density polyethylene pipe) force main that is currently laid on the ground at the Water Reclamation Facility. This project will also include the installation of a redundant 8" force main that can be used in the event the existing 8" force main gets clogged.

Three bids were received for this project on August 13, 2020. After evaluating the bids, Peterson Construction Co.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$250,000.00. The time of completion is December 1, 2020. The expiration date identified on the Certificate of Funds is December 31, 2021.

This project is being fully funded using 2020 Sanitary Capital Funds (Cash).

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: 2020.08.20 20:43:56 -0400

Department

City Manager

Clerk

Date

CERTIFICATE OF FUNDS

CT20-2631

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order:

Contract Start Date	9/2/2020
Expiration Date	12/31/2021
Original Commission Approval	\$ 152,229.00
Initial Encumbrance	\$ 152,229.00
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> \$ 152,229.00 </u> Fund Code <u> 55003 - 3460 - 1424 - 54 - SF2001 - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> - - - - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>
Amount: <u> </u> Fund Code <u> - - - - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>	Amount: <u> </u> Fund Code <u> - - - - </u> <div style="display: flex; justify-content: space-between; font-size: small;"> FundOrgAcctProgActLoc </div>

Attach additional pages for more FOAPALS

Vendor Name: Peterson Construction Company

Vendor Address: 18817 SR 501 N. Wapakoneta OH 45895

StreetCityStateZipcode + 4

Federal ID: 34-1342365

Commodity Code: 93691

Purpose: Award of Contract for Centrate Force Main

Contact Person: Lisa Burton-Yates Water/Water Engineering 8/21/2020

Department/DivisionDate

Originating Department Director's Signature: Michael Powell Digitally signed by Michael Powell
Date: 2020.08.24 09:42:02 -0400'

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>Michael Powell</i> </u> Finance Director Signature	<u> 8/25/2020 </u> Date	
<u> <i>Louisa Williams</i> </u> CF Prepared by	<u> 8/25/2020 </u> Date	<u> CT20-2631 </u> CF/CT Number

8/25/2020
on

Centrate Force Main (#7187323)

Owner: City of Dayton, OH

Solicitor: Dayton OH, City of

08/13/2020 12:00 PM EDT

Section Title	Peterson Construction Co Extension	Sunesis Construction Co. Extension	Performance Site Development, LLC Extension
Base Bid	\$138,390.00	\$172,227.00	\$193,429.00
Alternate No. 1 C	\$13,839.00	\$17,222.70	\$19,342.90
Base Bid Total:	\$138,390.00	\$172,227.00	\$193,429.00

MEMORANDUM



August 17, 2020

TO: Nick Dailey
Chief Engineer
Department of Water

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

C.G.

SUBJECT: Centrate Force Main Project (10% SBE Participation Goal)

The apparent low bidder, Peterson Construction Company, submitted a bid utilizing one (1) PEP-certified contractors to meet the project's participation goal. The HRC's contract compliance analysis has verified that Peterson Construction Company 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	
Peterson Construction Company	\$152,229.00	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
Mad River Construction	\$16,000.00	10.5% SBE

TOTAL COMMITTED PARTICIPATION	10.5% SBE
-------------------------------	------------------

The attached participation forms should be included with the contract agreement. Contract compliance will consist of 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-CERTIFIED****(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta State: OH ZIP: 45895
Telephone: (419) 941-2233 Email: rknapke@petersonconstructionco.com
Primes Base Bid \$ 152,229.00
Name of Project: Centrate Force Main

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction
PEP-Certified Firm's Tax ID#: 20-8201848
Scope of Work to Be Performed by Certified Firm: General Construction, Pipe & Valves

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	\$ <u>16,000.00</u>	% <u>10</u>	\$ <u>16,000.00</u>
Materials	\$ <u>11,000.00</u>	% <u>7</u>	\$ <u>11,000.00</u>
Labor	\$ <u>5,000.00</u>	% <u>3</u>	\$ <u>5,000.00</u>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Robert K. Knapke

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

Vice President

(Title of Bidder/Proposer's Authorized Agent)

08/06/20

(Date)

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



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:

10 % SBE	% MBE	% WBE	% DLSB
----------	-------	-------	--------

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

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

- SBE
 MBE
 WBE
 DLSB

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

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

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

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

(Signature of Bidder/Offoror's Authorized Agent)

Robert K. Knapke

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

Peterson Construction Company

(Name of Bidder/Proposer's Firm)

Vice President

(Title of Bidder/Offoror's Authorized Agent)

08/06/2020

(Date)

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Centrate Force Main
(10% SBE Participation Goal)

Bidder Peterson Construction Company
18817 ST 501 North
Wapakoneta, OH 45895

Centrate Force Main (#7187323)

Owner: City of Dayton, OH

Solicitor: Dayton OH, City of

08/13/2020 12:00 PM EDT

						Peterson Construction Co	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
Base Bid							\$138,390.00
1	202	8" Pipe Removed	L.F.	275	\$6.00	\$1,650.00	
2	202	Pavement Removed	S.Y.	70	\$15.00	\$1,050.00	
3	202	Sidewalk Removed	S.F.	312	\$2.00	\$624.00	
4	202	Curb removed	L.F.	42	\$15.00	\$630.00	
5	207	Temporary Sediment and Erosion Control	L.S.	1	\$1,000.00	\$1,000.00	
6	304	Aggregate Base	C.Y.	16	\$100.00	\$1,600.00	
7	441	Asphalt Pavement	C.Y.	7	\$500.00	\$3,500.00	
8	608	Concrete sidewalk	S.F.	312	\$8.00	\$2,496.00	
9	609	Mountable Curb	L.F.	42	\$40.00	\$1,680.00	
10	623	Construction Layout Stakes	L.S.	1	\$200.00	\$200.00	
11	624	Mobilization	L.S.	1	\$29,000.00	\$29,000.00	
12	653	Topsoil Furnished and Placed, 4"	C.Y.	62	\$20.00	\$1,240.00	
13	659	Seeding and Mulching	S.Y.	560	\$2.00	\$1,120.00	
14	810	Excavation and backfill, New 8" HDPE Force Main with Native Material	L.F.	520	\$70.00	\$36,400.00	
15	810	Excavation and backfill, Exist 8" HDPE Force Main with Native Material	L.F.	470	\$60.00	\$28,200.00	
16	840	8" Buried Plug Valve and appurtances	EA.	2	\$2,000.00	\$4,000.00	
17	SP-1	Valve Vault including valves	EA.	1	\$20,000.00	\$20,000.00	
18	SP-2	Connection to Low Lift Pump Station wet well.	L.S.	1	\$4,000.00	\$4,000.00	
Alternate No. 1 Contingency Allowance							\$13,839.00
19	A-1	Contingency Allowance (10% of Base Bid)	L.S.	1	\$13,839.00	\$13,839.00	

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

Telephone

Corporation
Name

Peterson Construction Company

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Donald J. Bergfeld, President Douglas J. Crusey, Vice President

Robert K. Knapke, Vice President

Home Office Address

18817 SR 501 North

Local Address

Wapakoneta, OH 45895

Telephone **(419) 941-2233** Fax **(419) 941-2244**

E-mail rknapke@petersonconstructionco.com

Federal I.D.# **34-1342365**

Dated this **6** day of **August**, 20**20**

Bidder: *Robert K. Knapke*

(Person, Firm, or Corporation)

By: **Robert K. Knapke**

Title: **Vice President**

BID BOND

Amount \$ 2,000.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Two Thousand 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, Peterson Construction Company

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 6th day of August, 2020

Peterson Construction Company

WKK

Bidder

Robert K. Knapke, Vice President

Ohio Farmers Insurance Company

Stephanie M White

Stephanie M. White,

Surety

Attorney-In-Fact

Overmyer Hall Associates

Name of Insurance Agency

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Address of Insurance Agency

Telephone 614-453-4400 FAX 614-326-0132

General
Power
of Attorney

POWER NO. 3406282 10

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents that WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, JOINTLY OR SEVERALLY

of **COLUMBUS** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s) in Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s) in Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments, so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

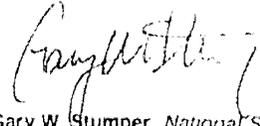
Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures, or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D. 2020.

Corporate
Seal
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 02nd day of JANUARY A.D. 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals, that they were so affixed by order of the Boards of Directors of said Companies, and that he signed his name thereto by like order.

Notarial
Seal
Affixed




David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is now in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of August A.D. 2020.




Frank A. Carrino, Secretary

**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	28,473
Bonds	444,935
Stocks	144,750
Subsidiaries	2,208,908
Real estate	180,044
Premiums receivable	112,354
Other assets	<u>172,187</u>
Total assets	<u>3,270,649</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>3,270,649</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 OH 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

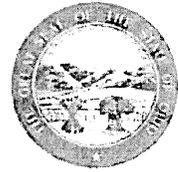


Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



Certificate of Compliance

Issued 06/02/2020

Effective 07/01/2020

Expires 06/30/2021

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, 2019 that it has admitted assets in the amount of \$3,270,649,085, liabilities in the amount of \$759,472,413, and surplus of at least \$2,511,176,672.

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



BID BOND

Amount \$ 2,000.00

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Two Thousand 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,

Peterson Construction Company

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 6th day of August, 2020

Peterson Construction Company

WKK

Bidder

Robert K. Knapke, Vice President

Ohio Farmers Insurance Company

Stephanie M White

Stephanie M. White,

Surety

Attorney-In-Fact

Overmyer Hall Associates

Name of Insurance Agency

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Address of Insurance Agency

Telephone 614-453-4400 FAX 614-326-0132

General
Power
of Attorney

POWER NO. 3406282 10

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents that WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s) in Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s) in Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney in Fact may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney in Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

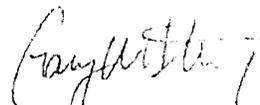
Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Each adopted at a meeting held on February 8, 2020)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and when executed the above instrument, that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed




David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of August A.D. 2020.




Frank A. Carrino, Secretary

**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	2,206,908
Real estate	180,044
Premiums receivable	112,354
Other assets	<u>172,187</u>
Total assets	<u>3,270,649</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>3,270,649</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 OH..... 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

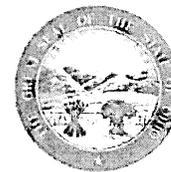
David A. Kotnik
.....
David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



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 06/02/2020

Effective 07/01/2020

Expires 06/30/2021

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-Stated 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, 2019 that it has admitted assets in the amount of \$3,270,649,085, liabilities in the amount of \$759,472,413, and surplus of at least \$2,511,176,672.

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



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, Robert K. Knapke hereby certify that
(print name – an Officer of the company)

Peterson Construction Company 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: August 6, 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.

See Carpenters' local 104 Contract

See Laborers Local 1410 Contract

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.

Per the Carpenters' Local 104 Apprentice Program

Per the Laborers' Local 1410 Apprentice Program

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

Mad River Construction

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.

D&S Sweeping Service, Inc

D Dickinson Construction

Phillips Companies

Davies Landscape & Lawncare, Inc

Bocher Blacktop

T.R. Gear Landscaping

Ebony Construction

Robinson Trucking

WC Jones Asphalt Paving Co.

Magic Painting, Inc (Jones Painting Services)

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.

None

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 Auglaize, ss:

Robert K. Knapke being duly sworn, deposes and states as follows:

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

By: 

Title: Vice President

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Centrate Force Main Dayton, OH

NAME LOCATION

During the performance of this contract:

Peterson Construction Company	18817 SR 501 N, Wapakoneta, OH 45895	419-941-2233/419-941-2244
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

Peterson Construction Company _____ (Contractor) certifies that:

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

Carpenters

_____	_____
Laborers	_____
_____	_____
_____	_____
_____	_____
_____	_____

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**



PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Peterson Construction Company
Address: 18817 SR 501 North
City: Wapakoneta State: OH ZIP: 45895
Telephone: (419) 941-2233 Email: rknapke@petersonconstructionco.com
Primes Base Bid \$ 152,229.00
Name of Project: Centrate Force Main

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Mad River Construction
PEP-Certified Firm's Tax ID#: 20-8201848
Scope of Work to Be Performed by Certified Firm: General Construction, Pipe & Valves

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	\$ <u>16,000.00</u>	% <u>10</u>	\$ <u>16,000.00</u>
Materials	\$ <u>11,000.00</u>	% <u>7</u>	\$ <u>11,000.00</u>
Labor	\$ <u>5,000.00</u>	% <u>3</u>	\$ <u>5,000.00</u>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

Robert K. Knapke

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

Vice President

(Title of Bidder/Proposer's Authorized Agent)

08/06/20

(Date)

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



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:

10 % SBE	% MBE	% WBE	% DLSB
----------	-------	-------	--------

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

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

- SBE MBE WBE DLSB

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

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

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

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

Peterson Construction Company

(Signature of Bidder/Offoror's Authorized Agent)

(Name of Bidder/Proposer's Firm)

Robert K. Knapke

Vice President

08/06/2020

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

(Title of Bidder/Offoror's Authorized Agent)

(Date)

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Dayton Montgomery County Port Authority
Address 8 N. Main Street
City Dayton State Ohio Zip+4 45405 -
Customer # 311718326 Address Location #
Federal ID# 31-1718326

Revenue Information: Fund 16300 Orgn 2600 Rev 29601 Prog 41

Contract Information: Contract Start Date Upon execution Contract Expiration Date 12-31-2031

Billing Information: Rate: Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing) March 1, due by March 31
Other (explain)
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice): Exhibit A of Agreement includes the Payment Schedule

Departmental Approval Fred P. Weber

TO BE COMPLETED BY FINANCE

City Reference Number 7-83716 Auditor Katonia Jones Date 8/20/2020

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance [Signature]

August 27, 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 Revenue – Montgomery County Port
Authority

Attached please find a City Manager's Report and Certificate of Revenue for a First Amendment to the Loan Agreement with the Montgomery County Port Authority. The City entered into the Agreement in 2018 as part of the design and construction of the Levitt Pavilion.

The Amendment will provide revenue to the City immediately upon execution. As such, the Department of Economic Development finds it appropriate to enter into the Amendment at this time.

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

FPW/cjl

AMENDMENT TO LOAN AGREEMENT

THIS AMENDMENT TO LOAN AGREEMENT (“Amendment”) is made and entered into between Dayton-Montgomery County Port Authority, a port authority and a body both corporate and politic, organized pursuant to the Ohio Revised Code (“Port Authority”), Friends of Levitt Dayton (“Friends of Levitt”), and the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio, (“City”).

WITNESSETH THAT:

WHEREAS, the City, Friends of Levitt, The Mimi and Mortimer Levitt Foundation, and the Port Authority (the "Parties") worked together to design, construct, and operate the Levitt Pavilion in the City of Dayton;

WHEREAS, the City contracted for and paid certain costs associated with the design and site preparation of the Levitt Pavilion, and the Port Authority and the City came to an agreement by which the Port Authority would reimburse such expenditures;

WHEREAS, the City and the Port Authority memorialized that agreement in a Loan Agreement, dated December 12, 2018, (“Agreement”);

WHEREAS, the City and Port Authority have agreed to restructure the terms of the loan under the Agreement including the City’s willingness to forgive One Hundred Thirty Thousand Sixteen Dollars (\$130,016) of the current outstanding balance;

WHEREAS, the Friends of Levitt shall be responsible for facilitating the reimbursement repayments and it has agreed to join this Amendment to effectuate that payment;

WHEREAS, the Parties desire to modify the Original Agreement as necessary to provide for reimbursement of the City; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City, Friends of Levitt, and the Port Authority agree to amend the Agreement as follows:

Section 1. The City and the Port Authority approve and the Friends of Levitt agree to join as a party to the Agreement and this Amendment. The Agreement, as amended herein, delineates the responsibilities and obligations imposed on the City, Port Authority, and Friends of Levitt.

Section 2. The Port Authority is hereby waiving its right to collect payment from the City in the amount of Fifty-Three Thousand Thirteen Dollars and Ninety-Eight Cents (\$53,013.98) from an outstanding invoice owed due to legal fees and construction costs of the Levitt Pavilion. The invoiced amount has been applied as a credit to the repayment amount.

Section 3. Article 1, Funding, is hereby deleted in its entirety and replaced with the following:

ARTICLE 1. REPAYMENT.

The Friends of Levitt shall pay an amount of Four Hundred Six Thousand Nine Hundred Eighty-Six Dollars (\$406,986) (“Reimbursement”) to the Port Authority. The City is under no obligation

to provide or loan the Port Authority or Friends of Levitt any additional funding under this Agreement.

The payments shall be made annually during the first quarter of each calendar year. The Reimbursement payments shall be made in accordance with the Payment Schedule attached as **Exhibit A**. The Port Authority shall promptly notify the City when it receives a payment from the Friends of Levitt. The Port Authority shall forward each payment made to it by the Friends of Levitt to the City as soon as is practical after it is received.

The City and the Friends of Levitt agree that the Port Authority owes nothing to the City under this Agreement, except any funds paid to it by the Friends of Levitt. The City and the Friends of Levitt further agree that the Port Authority shall be under no obligation to pursue the Friends of Levitt for lack of payment.

The parties agree that there shall be no penalty assessed if the Friends of Levitt pre-pay any of the amounts due under this Agreement.

The Port Authority and Friends of Levitt each affirm and certify that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

Section 4. Article 3A., Term, is hereby deleted in its entirety and replaced with the following:

ARTICLE 3. TERM AND TERMINATION

A. Term. This Agreement shall commence upon execution by City and it shall expire on December 31, 2031, or the date which the Loan is repaid in full, whichever shall occur last in time, unless extended to a later date by amendment or earlier terminated.

Section 5. Article 9, General Provisions, is hereby deleted in its entirety and replaced with the following

ARTICLE 9. GENERAL PROVISIONS.

A. Conflict of Interest. The Port Authority and Friends of Levitt each covenant that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the Project.

B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement is intended only to provide for reimbursement and does not affect any of the other terms of the original Agreement.

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

D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

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

F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Reimbursement or any activities to be completed by the Port Authority or Friends of Levitt.

G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For City: Ford P. Weber
Department of Economic Development
City of Dayton
P.O. Box 22, 101 West Third Street
Dayton, OH 45401

For Port Authority: Joseph M. Geraghty
Executive Director
8 North Main Street
Dayton, OH 45402
Email: joe@daytonport.com

For Friend of Levitt Lisa Wagner
Executive Director
134 S. Main Street
Dayton, OH 45402
Email: lisa@levittdayton.org

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

Section 6. Except as amended herein, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the City, the Port Authority, and Friend of Levitt each by a duly authorized representative, have executed this Amendment as of the date set forth below.

CITY OF DAYTON, OHIO

**DAYTON-MONTGOMERY COUNTY
PORT AUTHORITY**

City Manager

By: *James M. Maglitz*

Date

Its: *Executive Director*

FRIENDS OF LEVITT DAYTON

By: *Lisa Wagner*

Its: Executive Director

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

_____, 2020

Min. / Bk. _____ Pg. _____

Clerk of the Commission

**APPROVED AS TO FORM
AND CORRECTNESS:**

7/31/2020

X Amelia N. Blankenship

City Attorney
Signed by: Blankenship, Amelia

**Exhibit A
Payment Schedule**

Loan Components	Amount	Notes:			
City Design Costs	460,000	City-incurred Design Costs			
Other Related Costs	65,152	Engineering, preparation of site, plans and bid postage			
Drawn on original Loan	11,850	Paid by City to the Port on 2.21.19 for permit and project management fees			
Total Costs Outstanding	\$ 537,002				
Amount Forgiven by the City	\$ 130,016				
Amount to be Amortized	\$ 406,986	Amount due to the City			
Interest Rate	2.00%				
10-Year Amortization					
Payment Schedule	Beg Balance	Payment Amt.	Principal	Interest	Outstanding Balance Due
2020-Q1 Payment	406,986	(267,047)	(267,047)	0	139,939
2021-Q1 Payment	139,939	(68,500)	(68,500)	0	71,439
2022-Q1 Payment	71,439	(7,953)	(6,524)	(1,429)	64,915
2023-Q1 Payment	64,915	(7,953)	(6,655)	(1,298)	58,260
2024-Q1 Payment	58,260	(7,953)	(6,788)	(1,165)	51,472
2025-Q1 Payment	51,472	(7,953)	(6,924)	(1,029)	44,549
2026-Q1 Payment	44,549	(7,953)	(7,062)	(891)	37,487
2027-Q1 Payment	37,487	(7,953)	(7,203)	(750)	30,283
2028-Q1 Payment	30,283	(7,953)	(7,347)	(606)	22,936
2029-Q1 Payment	22,936	(7,953)	(7,494)	(459)	15,441
2030-Q1 Payment	15,441	(7,953)	(7,644)	(309)	7,797
2031-Q1 Payment	7,797	(7,953)	(7,797)	(156)	0
		\$ (415,078)	\$ (406,986)	\$ (8,092)	

1423392.2

1433690.1



City Manager's Report

5.

From 2600 - Economic Development

Date October 3, 2018

Expense Type Other, (See Description Below)

Total Amount \$674,821.00 thru 12-31-2020

Supplier, Vendor, Company, Individual

Name Dayton Montgomery County Port Authority

Address 8 N. Main Street
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Development Fund	16300-2600-1221-41	\$674,821.00

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

Description

Loan Agreement

The Department of Economic Development is requesting approval of a Loan Agreement with Dayton Montgomery County Port Authority for design and construction costs associated with Levitt Pavilion Dayton. This includes all additional work as required in the Levitt Pavilion site design, the Levitt Tri-Party Agreement, and as directed and approved by the City. Funds associated with this Loan will be used to pay for costs incurred from September 1, 2016 through the term of the Loan Agreement. The loan will be repaid to the City as funds become available by December 31, 2020.

The Loan Agreement will be effective upon execution and will expire on December 31, 2020.

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

A Certificate of Funds is attached.

Signatures/Approval

Division _____
Paul P. Weber
 Department _____
[Signature]
 City Manager

Approved by City Commission
Rashella Lavender
 Clerk
October 3, 2018
 Date

CERTIFICATE OF FUNDS CT18-2098

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	12/31/20
Original Commission Approval	\$ 674,821.00
Initial Encumbrance	\$ 674,821.00
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> \$ 674,821.00 </u> Fund Code <u>16300 - 2600 - 1221 - 41 - - -</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: <u> </u> 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: <u> </u> 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: <u> </u> 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: Dayton Montgomery County Port Authority

Vendor Address: 8 North Main Street Dayton Ohio 45402
Street City State Zipcode + 4

Federal ID: 31-1718326

Commodity Code: 93297

Purpose: Cover cost associated with capital improvements for Levitt Pavilion.

Contact Person: Jill Bramini Economic Development 9/25/2018
Department/Division Date

Originating Department Director's Signature: Fred P. Weber

SECTION II - to be completed by the Finance Department

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

Finance Director Signature	<u>9-26-18</u> Date	<u>CT18-2098</u> CF/CT Number
CF Prepared by <u>Aaron J. Sonnenburg</u>	<u>9-26-2018</u> Date	9/25/18

LOAN AGREEMENT

This Loan AGREEMENT ("Agreement") is made and entered into between the Dayton-Montgomery County Port Authority, a port authority and a body both corporate and politic, organized pursuant to the Ohio Revised Code (the "Port Authority") and the City of Dayton, a municipal corporation in and of the State of Ohio, ("City").

WITNESSETH THAT:

WHEREAS, The City, Friends of Levitt Dayton, The Mimi and Mortimer Levitt Foundation and the Port Authority have undertaken the design and construction of the Levitt Pavilion; and,

WHEREAS, The City and Port Authority agree that short term funding to cover the costs associated with capital improvements is necessary to finalize the Levitt Pavilion; and,

WHEREAS, The City believes that providing financial support to cover the costs associated with the capital improvements under the terms and conditions set forth herein is in the best interest of the City.

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

ARTICLE 1. FUNDING.

- A. Amount: City will provide Port Authority a Loan of Six Hundred Seventy-Four Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$674,821.00) for design and construction costs associated with Levitt Pavilion.
- B. Disbursement: Port Authority will invoice City for design and construction costs associated with Levitt Pavilion Dayton. Invoices may be submitted upon execution of the agreement. All invoices shall state the invoice period, state the total amount requested, detail the work and/or services performed, and contain such records, information, and/or documentation to substantiate the invoice amount. Unless disputed, City will disburse payment within thirty (30) days from receipt of the invoice.
- C. Repayment: The Port Authority shall make repayment to the City as funds become available.
- D. Interest Rate: Zero Percent (0%).

ARTICLE 2. SPECIFIC CONDITIONS.

- A. The Loan shall be used to pay for Levitt Pavilion Dayton design and construction costs incurred from September 1, 2016 throughout the term of this Loan Agreement including all additional work as required in the Levitt Pavilion Dayton site design, the Levitt Tri-Party Agreement, and as directed and approved by the City.

- B. Port Authority 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 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 prevailing wage laws, and all building, zoning and fire code requirements. Port Authority 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 to the extent permitted by law, shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.
- C. If it becomes necessary for review, audit, or verification purposes, Port Authority shall allow City to inspect applicable, confidential records.
- D. Port Authority agrees to supply additional information upon request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 3. TERM AND TERMINATION.

- A. Term. This Agreement shall commence upon execution by City and it shall expire on December 31, 2020, or the date which the Loan is repaid in full, whichever shall occur last in time, unless extended to a later date by amendment or earlier terminated.
- B. Termination. This Agreement may be immediately terminated in the event of or under any of the following circumstances:
 1. A receiver for Port Authority assets is appointed by a court of competent jurisdiction.
 2. Port Authority is divested of its rights, powers, and privileges under this Agreement by operation of law.
 3. Port Authority failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Port Authority to remedy such failure within thirty (30) days from the date of written notice from City.
 4. Port Authority 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 the City hereunder and upon giving thirty (30) days prior written notice, Port Authority desires to terminate this Agreement.

In the event of termination and if City provided any funds to Port Authority hereunder, Port Authority shall repay to City within three (3) business days from the effective date of termination all funds which Port Authority has not yet expended and, upon such repayment, Port Authority shall be released from its obligations hereunder. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 4. INDEMNIFICATION.

To the extent permitted by law, the Port Authority 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 Port Authority, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Port Authority failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 5. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Port Authority 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 6. POLITICAL CONTRIBUTIONS.

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

ARTICLE 7. RECORDS AND RETENTION.

Port Authority shall use Generally Accepted Accounting Principles ("GAAP") 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 Port Authority 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 request, Port Authority 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. Port Authority 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 Port Authority and made available for review by the 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, Port Authority 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 8. TAX REPRESENTATION.

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

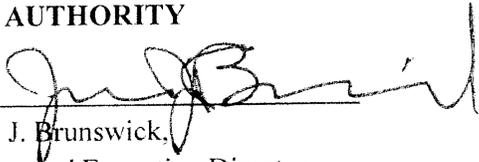
ARTICLE 9. GENERAL PROVISIONS.

- A. Conflict of Interest. Port Authority covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of Project.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. Waiver. A waiver by City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to any other or further breach.

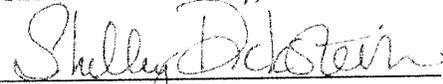
IN WITNESS WHEREOF, City and Port Authority, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

**DAYTON-MONTGOMERY COUNTY
PORT AUTHORITY**

By: _____


Jerome J. Brunswick,
President and Executive Director

CITY OF DAYTON, OHIO

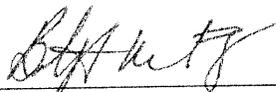


City Manager

12-12-18

Date

**APPROVED AS TO FORM
AND CORRECTNESS:**



f City Attorney

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

October 3, 2018
Min. / Bk. I-15 Pg. 0374



Clerk of Commission

1st and 2nd Reading 5.

6529-20

By.....

No.....

A RESOLUTION

Authorizing the Purchase of Equipment and the Subsequent Reimbursement for the costs incurred by the Federal Bureau of Investigation Agency to the City of Dayton and Declaring an Emergency.

WHEREAS, The United States Department of Justice, Federal Bureau of Investigation (FBI), operates the Safe Streets Taskforce; and

WHEREAS, The City of Dayton Police Department participates on the Safe Streets Task Force; and

WHEREAS, FBI Safe Streets Taskforce has agreed to reimburse the Dayton Police Department for the purchase of equipment to be utilized by the Taskforce Officers, subject to the City's purchase of such equipment; and

WHEREAS, To provide for the timely acceptance and transfer of the funds and for the immediate preservation of the public peace, property, health and safety, it is necessary that this resolution take effect at an early date; now, therefore,

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

Section 1. That the City Manager is authorized to accept the reimbursement funds of \$20,652.92 on behalf of the City of Dayton and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to purchase the equipment for use by the Taskforce.

Section 2. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately after its adoption.

ADOPTED BY THE COMMISSION.....,2020

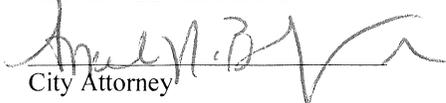
SIGNED BY THE MAYOR.....,2020

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney

August 19, 2020

TO: Shelley Dickstein
City Manager's Office

FROM: Richard S. Biehl
Chief of Police



SUBJECT: Emergency Resolution to accept reimbursement

Attached is an emergency resolution to accept revenue reimbursement for specific radios to be utilized by Dayton Police Department Southern Ohio Safe Street Task Force Officers (SOSSTF). This resolution will reimburse the City up to \$20,652.92 for four (4) APX 6000 Motorola radios compatible with current field operations.

Please place this before Commission at the next available meeting, September 2, 2020. If questions arise please contact our Fiscal Office or Major Brian Johns with any questions.

Attachment: 2 original emergency resolutions, SOSSTF letter

RSB/mb

cc: Major Saunders



U.S. Department of Justice
Federal Bureau of Investigation

In Reply, Please Refer to
File No.

2012 Ronald Reagan Dr.
Cincinnati, Ohio 45236
513-421-4310
June 22, 2020

Chief Richard Biehl
Dayton Police Department
335 W. Third Street
Dayton, Ohio 45402

RE: Purchase and reimbursement of Motorola APX 6000 radios

Chief Biehl:

This letter serves to inform the Dayton Police Department that the Cincinnati Division of the FBI has allocated **\$20,652.92** for reimbursement to the Dayton Police Department for the purchase of Motorola APX 6000 radios that will be used by Task Force Officers assigned to the FBI Dayton Safe Streets Task Force. The radios will be Dayton Police Department property and will be utilized by the Dayton Safe Streets Task Force.

The \$20,652.92 needs to be spent by the end of the fiscal year which is September 30, 2020. Cincinnati Division will need an invoice and receipt in order to process the reimbursement. If you have any questions please don't hesitate to reach out to me.

Sincerely,

David A. Knight
Supervisory Special Agent
FBI Dayton

2nd Reading 6.
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

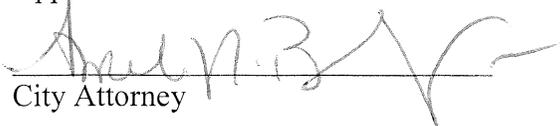
Signed by the Mayor, 2020

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

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.

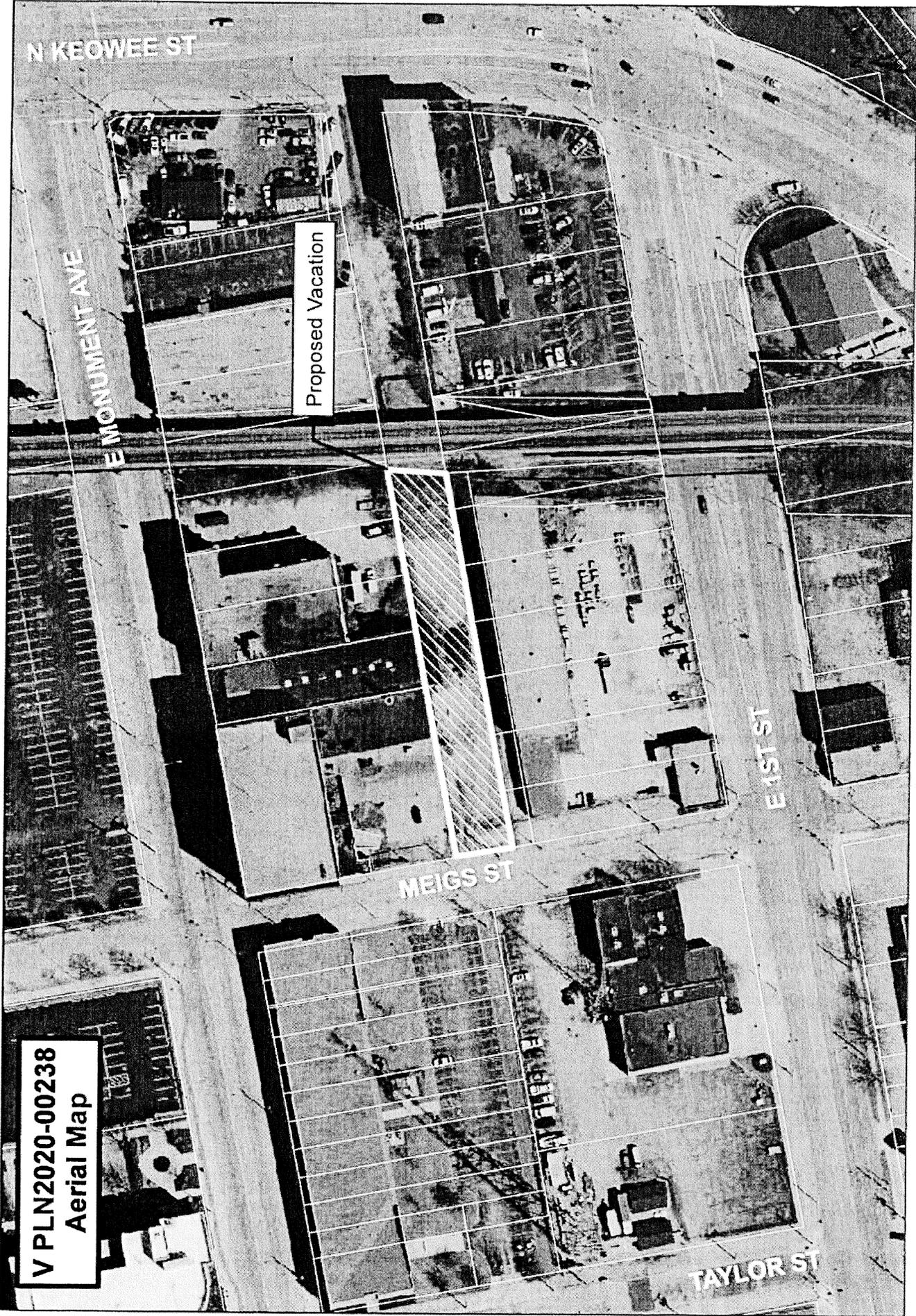
In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

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

Proposed Vacation

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:

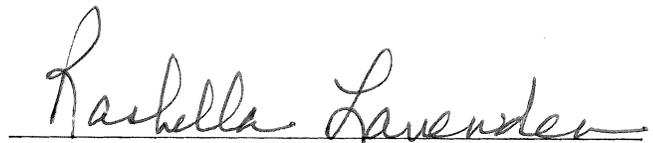
At a meeting of the City Commission held on August 12, 2020, the following matter was referred to you for appropriate disposal or for specific action as indicated:

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

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

N KEOWEE ST

E MONUMENT AVE

Proposed Vacation

MEIGS ST

E 1ST ST

TAYLOR ST

V PLN2020-00238
Aerial Map

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



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 PM 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 *Margaret Ann Sullivan*

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 *Ronald E. ...*

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 *[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: 

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**

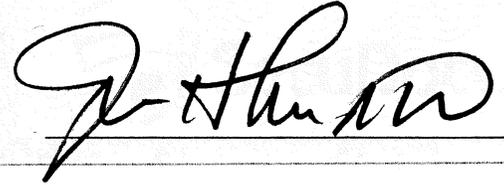
City of Dayton

\$

****150.00
DOLLARS**

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

City of Dayton



MEMO

⑈051146⑈ ⑆042000550⑆ 90196510⑈



Department of Planning & Community Development

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

July 31, 2020

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

7.
P.H. - SEPT. 2, 2020
6:00 P.M.
CASE No: PLN2020-00142

SUBJECT: Transmittal of Report for City Plan Board Case PLN2020-00142
Rezone 12.531 +/- acres at Old Troy Pike and Needmore Road from SR-2 Suburban Single-Family Residential to SMF Suburban Multi-Family for a Proposed Future Multi-Family Development.

Applicant: Mr. Greg Smith
Oberer Companies
3445 Newmark Drive
Dayton, OH 45432

Description: Rezone 12.531 +/- acres located on Needmore Road near Old Troy Pike from SR-2 Suburban Single-Family Residential to SMF Suburban Multi-Family for a proposed future multi-family development. The Parcel Identification Numbers that comprise this case are: R722 17304 0011 and R722 17304 0017.

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

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

If you have any questions, please contact Tony Kroeger at 3673.

GS/ams

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

MEMORANDUM



July 27, 2020

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

FROM: Ann Schenking, Secretary
City Plan Board

A handwritten signature in black ink, appearing to be "AS", written over the printed name of Ann Schenking.

**SUBJECT: Advertise Public Hearing for City Plan Board Case PLN2020-00142
Rezone 12.531 +/- acres at Old Troy Pike and Needmore Road from SR-2
Suburban Single-Family Residential to SMF Suburban Multi-Family for a
Proposed Future Multi-Family Development.**

Applicant: Mr. Greg Smith
Oberer Companies
3445 Newmark Drive
Dayton, OH 45432

Description: Rezone 12.531 +/- acres located on Needmore Road near Old Troy Pike from SR-2 Suburban Single-Family Residential to SMF Suburban Multi-Family for a proposed future multi-family development. The Parcel Identification Numbers that comprise this case are: R722 17304 0011 and R722 17304 0017.

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

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing is scheduled for Wednesday, September 2, 2020 at 6:00 P.M.**

Advertising: Advertise Public Hearing on **Friday, July 31, 2020**
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

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

c: Case File, w/ attachment



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

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, September 2, 2020 at 6:00 P.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on September 2, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than September 1, 2020 and the decision will be posted on the City of Dayton website at www.daytonohio.gov. If you wish to attend, listen to, or speak at the hearing, please contact Jennifer Lumpkin in the Department of Planning and Community Development at 937-333-2005 or jennifer.lumpkin@daytonohio.gov by 3:00 P.M. on September 1, 2020 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment

Case: PLN2020-00142

Rezone 12.531 +/- acres located on Needmore Road near Old Troy Pike from SR-2 Suburban Single-Family Residential to SMF Suburban Multi-Family for a proposed future multi-family development. The Parcel Identification Numbers that comprise this case are: R722 17304 0011 and R722 17304 0017.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Jennifer Lumpkin, contact information above.

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

**RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION**



City of Dayton

City Plan Board

Summary Minute Record

July 14, 2020

4. PLN2020-00142 – Zoning Map Amendment -- Rezone 12.531 +/- acres at Old Troy Pike and Needmore Road from SR-2 Suburban Single-Family Residential to SMF Suburban Multi-Family for a future multi-family development.

Applicant: Mr. Greg Smith
Oberer Companies
3445 Newmark Drive
Dayton, OH 45432

Priority Land Use Board: Northeast

Planning District: Kittyhawk

Decision: Recommended Approval

Staff Comments

Jen Lumpkin presented the case. She said staff believed the determinations and findings could be made and recommended approval.

The proposed zoning map amendment for 12.531 acres at Old Troy Pike and Needmore Road would change the zoning from Suburban Single-Family Residential (SR-2) to Suburban Multi-Family (SMF) for a future multi-family development.

When purchased, the subject site was zoned Light Industrial and was changed to Suburban Single-Family Residential by the City in 2006. The owner has determined that the topography along with limited vehicular access along Needmore Road prevents the site from being suitable for anything other than a small, multi-family building.

While there is not yet a development plan for this site, the owner has provided a preliminary site plan and elevations that show how a 3-story, 66-unit multi-family building may be built on the property while keeping existing mature trees and providing for adequate parking and drainage. Discussions between the owner and the Dayton Fire Department have determined that the preliminary plan would be adequate for safety. Should the zoning map amendment be approved and development move forward, the owner would need to work with the City Engineer to allow for left turns from the property onto Needmore Road where Annual Average Daily Traffic (AADT) is in excess of 20,000.

Staff recommends approval of the zoning map amendment. The City would like to see residential development in this area, and the applicant has provided a clear vision for how this can be sustainably accomplished with a change to the current zoning. Nearby residents and the Northeast Priority Land Use Board are also in support of this change.

Public Comments

The Northeast Land Use Board submitted correspondence in support of the proposal. Neighbor Janet Whitaker, 4569 Old Troy Pike, Dayton, OH, called staff to voice support of the amendment.

The applicant, Greg Smith, Oberer Companies, 3445 Newmark Drive, Dayton, OH, spoke in support of the project and answered questions from the Plan Board. He said Oberer has owned the property for 30 years and single-family development does not lend itself to the site's topography and lengthy Needmore Road frontage.

Board Discussion

None.

Board Action

A motion was made by Mr. Bradley, seconded by Mr. Payne and carried to recommend City Commission approval of Case PLN2020-00142 based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report.

Mr. Richard Wright	Present; did not vote	Mr. Paul Bradley	Yes
Ms. Geraldine Pegues	Yes	Mr. Matt Sauer	Yes
Mr. Jeff Payne	Yes	Mr. Greg Scott	Yes

Minutes approved by the City Plan Board on August 11, 2020.

Tony Kroeger, Secretary
City Plan Board

July 14, 2020

**CITY PLAN BOARD REPORT
CASE: PLN2020-00142**

A zoning map amendment request to rezone 12.531 +/- acres at Old Troy Pike and Needmore Road from SR-2 Suburban Single-Family Residential to SMF Suburban Multi-Family for a future multi-family development. The property has Parcel Identification Numbers of R72217304 0011 and R72217304 0017.

BACKGROUND

Applicant:

Oberer Holdings, Ltd
3445 Newmark Dr.
Miamisburg, Ohio 45342

Property Owner:

Oberer Holdings, Ltd
3445 Newmark Dr.
Miamisburg, Ohio 45342

Land Use Board: Northeast **Neighborhood:** Kittyhawk

Board Authority:

R.C.G.O. §150.125.1 – §150.125.11 City Plan Board actions for amendments to the Official Zoning Map

Applicable Plans and Policies:

Zoning Code (2006)
CitiPlan 20/20 (1999)
CitiPlan 20/20 Revised Land Use Principles (2007)

Agencies and Groups Contacted:

Property Owners within 250 feet
Northeast Priority Land Use Board

CURRENT CONDITIONS

Existing Land Use: The site is currently vacant land.

Existing Zoning: Suburban Single-Family Residential (SR-2)

Surrounding Land Use and Zoning:

Situated as it is on the border with the City of Riverside, the subject site is surrounded by a variety of uses and zoning districts.

To the east across Old Troy Pike and to the north across Needmore Road, the property is primarily bounded by the City of Riverside. The east side of Old Troy Pike is zoned General Business, as is the northwest corner of Old Troy Pike at Needmore Road. The north side of Needmore Road west of the General Business District is zoned Light Industrial and is mostly wooded. Between the subject site and Old Troy Pike, there are two Riverside parcels zoned Single-Family Residential. Between the subject site and the southwest corner of Old Troy Pike and Needmore Road, there are five Dayton parcels zoned Suburban Multi-Family (SMF) and two Dayton parcels zoned Suburban General Commercial (SGC).

To the west and south, the property is bound by the City of Dayton. The zoning is Suburban Single-Family Residential (SR-1). The area to the west is wooded. The property to the south has two vacant commercial structures and is in the process of obtaining a Use Variance from the Board of Zoning Appeals in order to operate as an Event Center.

STAFF ANALYSIS

Background:

The proposed zoning map amendment for 12.531 acres at Old Troy Pike and Needmore Road would change the zoning from Suburban Single-Family Residential (SR-2) to Suburban Multi-Family (SMF) for a future multi-family development.

When purchased, the subject site was zoned Light Industrial and was changed to Suburban Single-Family Residential by the City in 2006. The owner has determined that the topography along with limited vehicular access along Needmore Road prevents the site from being suitable for anything other than a small, multi-family building.

While there is not yet a development plan for this site, the owner has provided a preliminary site plan and elevations that show how a 3-story, 66-unit multi-family building may be built on the property while keeping existing mature trees and providing for adequate parking and drainage. Discussions between the owner and the Dayton Fire Department have determined that the preliminary plan would be adequate for safety. Should the zoning map amendment be approved and development move forward, the owner would need to work with the City Engineer to allow for left turns from the property onto Needmore Road where Annual Average Daily Traffic (AADT) is in excess of 20,000.

Recommendation:

Staff recommends approval of the zoning map amendment. The City would like to see residential development in this area, and the applicant has provided a clear vision for how this can be sustainably accomplished with a change to the current zoning. Nearby residents and the Northeast Priority Land Use Board are also in support of this change.

REVIEW OF FINDINGS

R.C.G.O. §150.125.7 Amendments to Change Zoning Districts or Zoning Classification of Properties

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

The change is consistent with the City's Comprehensive Plan. It facilitates the development of undeveloped land while also following our land use principles that include the development of multi-family housing.

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

This change would be consistent with the intent and purpose of the zoning code. The zoning code requires that Suburban Multi-Family Residential Districts "promote, preserve and protect neighborhoods intended primarily for multi-family dwellings that are suburban in character" and, as set forth in the City's Comprehensive Plan, "will be in scale with existing development patterns." Staff believes a multi-family development will be harmonious with the surrounding uses.

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

After decades of sitting vacant, the proposed amendment would provide the necessary changes to allow for viable development options.

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

A multi-family development would be compatible with the single- and multi-family residential uses in the vicinity.

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

The development will not cause an issue for the health or environment of the area.

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

A multi-family development would attach to existing services and utilities along Needmore Road.

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

The unique topography of this site makes other land with the same zoning incomparable.

8. **The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property.**

There is no zoning code error related to this case.

ALTERNATIVES

1. Recommend approval of the Zoning Map Amendment application to rezone the property at Needmore Road and Old Troy Pike from Suburban Single-Family Residential (SR-2) to Suburban Multi-Family (SMF) based on R.C.G.O. §150.125.7(1- 8).
2. Recommend denial of the Zoning Map Amendment application to rezone the property at Needmore Road and Old Troy Pike from Suburban Single-Family Residential (SR-2) to Suburban Multi-Family (SMF) based on R.C.G.O. §150.125.7(1- 8).

FUTURE ACTIONS

If the Plan Board recommends approval for the proposed zoning map amendments, the request will be forwarded on to the City Commission for public hearing.

Staff Report Prepared by:

Jen Lumpkin

ATTACHMENTS

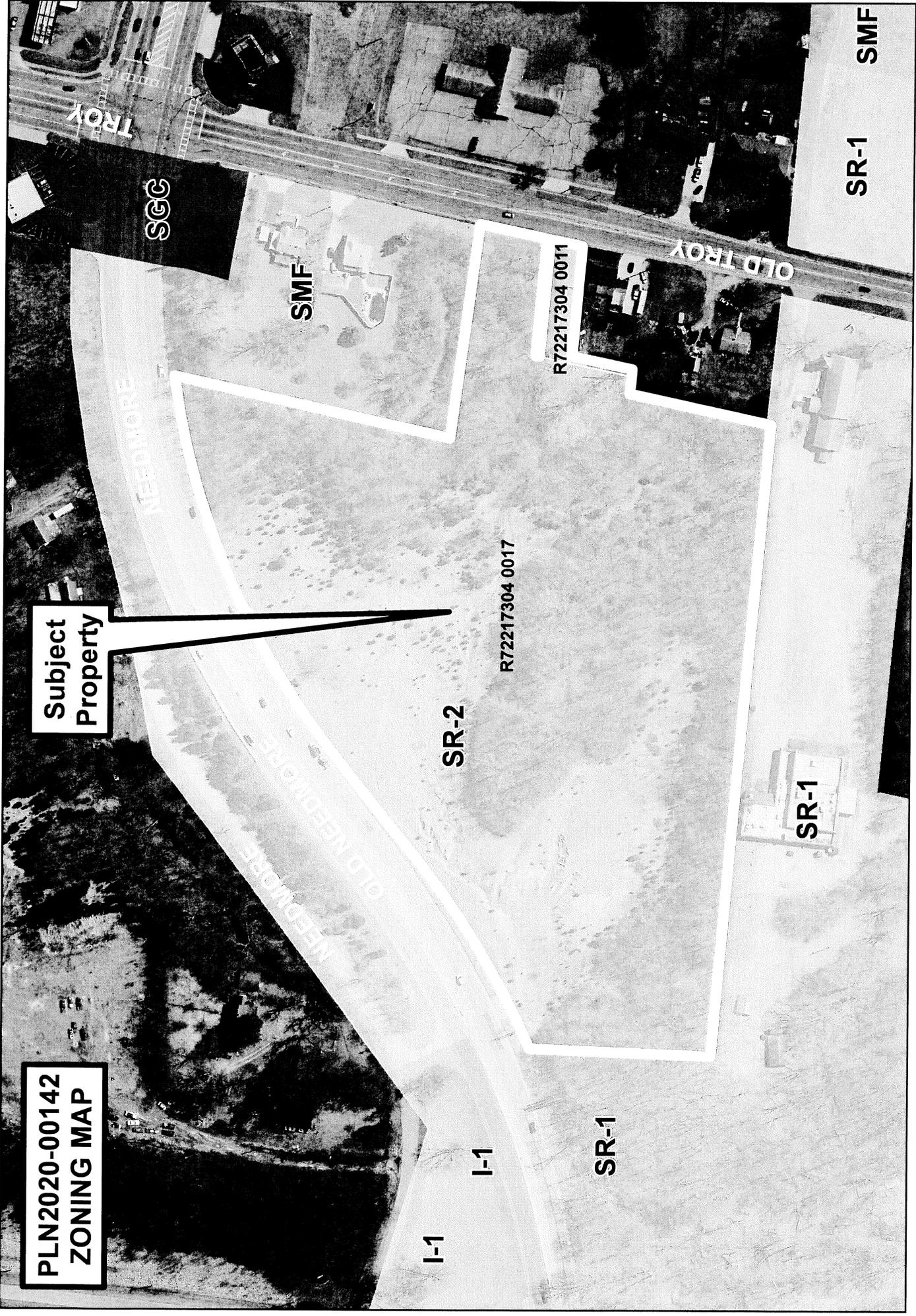
Maps

Photos

Application materials

PLN2020-00142
ZONING MAP

Subject
Property

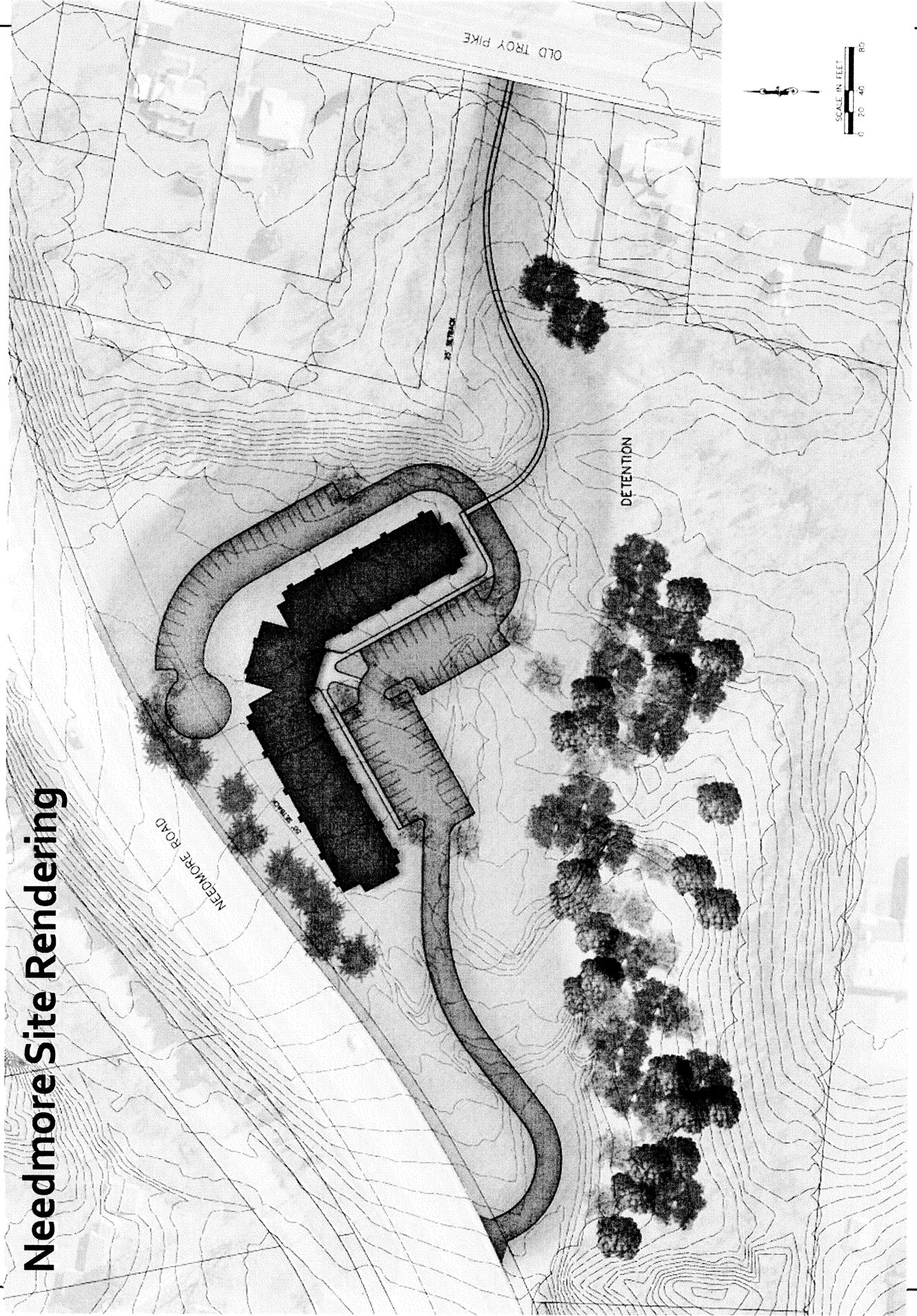


ZONING MAP AMENDMENT: FROM SR-2 TO SMF
NEEDMORE ROAD AT OLD TROY PIKE

Needmore Road at Old Troy Pike Zoning Map Amendment



Needmore Site Rendering



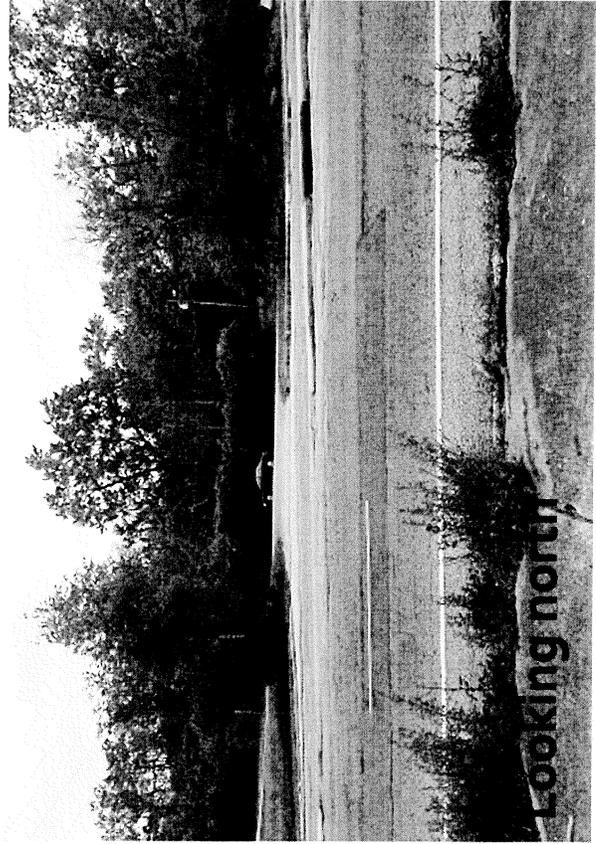
Needmore Road



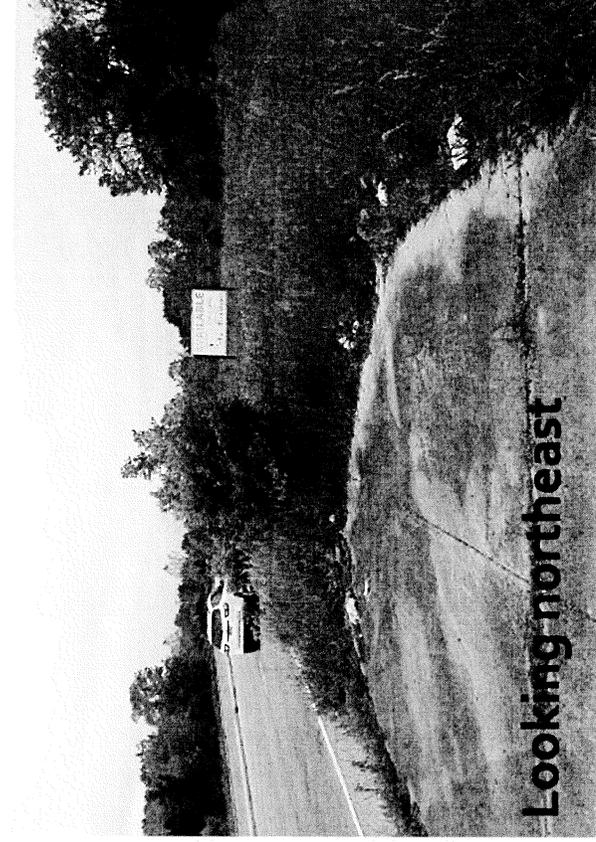
Looking east



Looking southwest



Looking north



Looking northeast



3445 Newmark Drive
Dayton, Ohio 45342

937.278.0851 Phone
937.278.6334 Fax
www.oberer.com

May 8, 2020

City of Dayton Plan Board
101 West Third Street
Dayton, OH 45402

Re: Needmore Road Property

Dear Board Members,

Please find enclosed a request for a Zoning Map Classification change for a 12.531 acre parcel owned by Oberer Holdings, Ltd, located on Needmore Road in Northern Dayton, Ohio. The applicant and owner have owned this parcel for over 30 years. The topography, limited access and location along Needmore Road make development of the parcel under the current Suburban Single Family Residential SR-2 zoning infeasible.

Oberer is requesting a rezoning to Suburban Multi Family (SMF). While a specific development plan has not been developed for this property, the applicant has provided a site plan of a typical multi-family building with elevations in order to demonstrate how a multi-family building may fit on the property under compliance with the SMF requirements.

Oberer Holdings, LTD appreciates the City of Dayton's consideration of this Rezoning request and is happy to provide additional information as needed.

Sincerely,

Gregory A. Smith
Developer



**ZONING MAP AMENDMENT APPLICATION
CITY OF DAYTON, OHIO**

A. Name of Applicant Oberer Holdings, Ltd

Mailing Address 3445 Newmark Drive

City Miamisburg State OH Zip Code 45342

Daytime Phone Number (937) 531-5530 Fax Number (937) 278-6334

Email Address gsmith@oberer.com

Name of Property Owner (If Different from Applicant) Same

Mailing Address _____

City _____ State _____ Zip Code _____

Daytime Phone Number (_____) _____ Fax Number (_____) _____

B. Description of Property to be Rezoned

Address of Property Old Troy Pike and Needmore Reaad

City of Dayton Lot Number(s) 80585-80593

Parcel I.D. Number(s) R72207204 0011 & R72217304 0017

Size of Parcel(s) to be Rezoned in Acres: 12.531 Acres

Existing Zoning for Property SR-2 Proposed Zoning for Property SMF

Existing Use of Property Vacant Land

Proposed Use of Property Multi Family Development

Reason Zoning Change is Needed

Property is not feasible or suitable for single family development

Interest of Applicant Property Owner / Developer

C. Required Attachments

Vicinity Map (see instructions for format)

List of Property Owners (see instructions for format)

Site Plan (see instructions for format)

Mailing Labels (see instructions for format)

D. Authorization to Visit the Property

Site visits to the property by City representatives are essential to process this application. By signing below, the owner/applicant authorizes City representatives to visit and photograph the property described in this application.

E. Property Owner's Signature (If Different from Applicant)



Signature of Property Owner

5/8/20

Date

Greg Smith, Developer

Printed Signature of Property Owner

F. Certification and Applicant's Signature

I hereby certify that the information contained in this application and all attachments is true and correct.



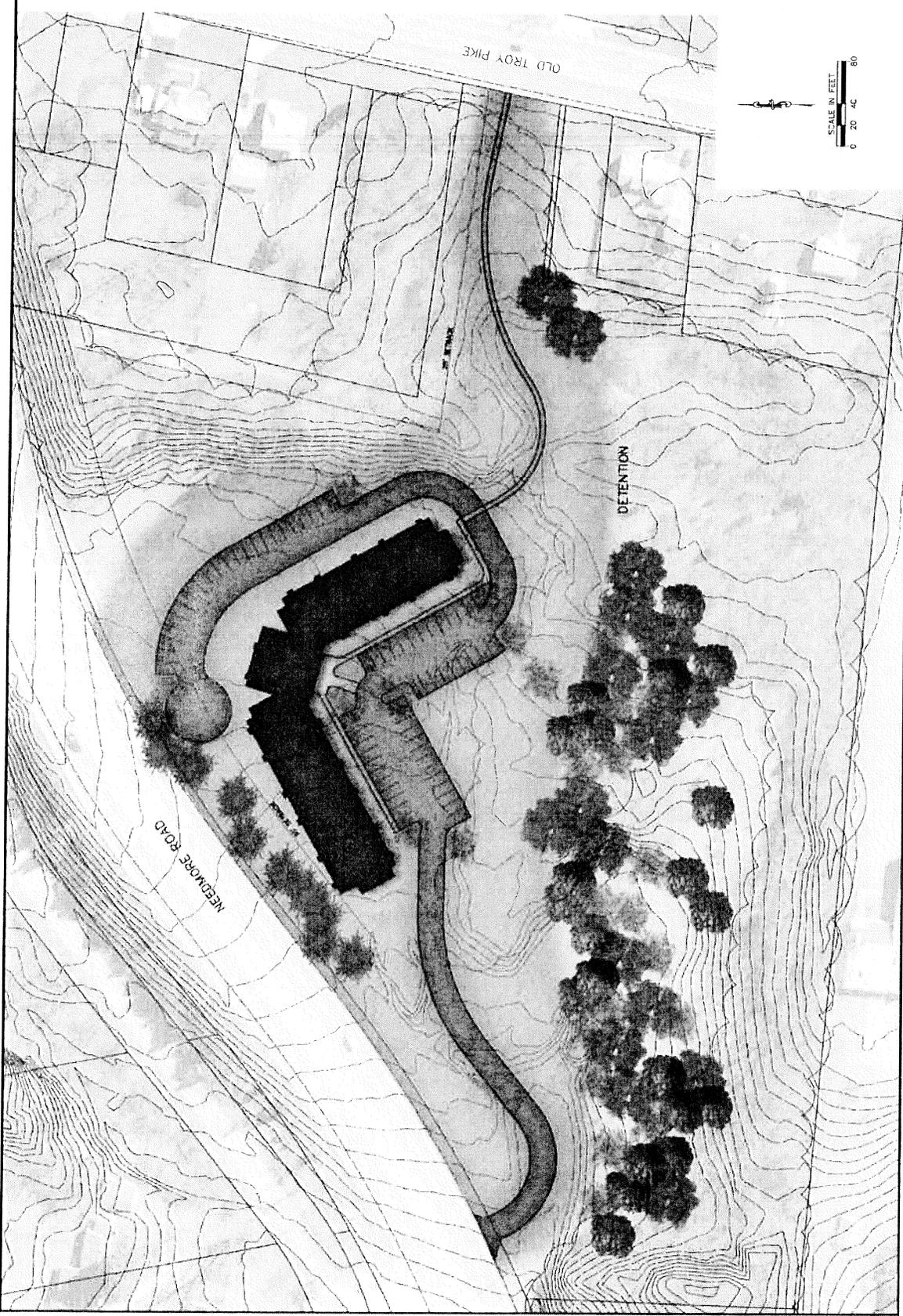
Signature of Applicant

5/8/20

Date

Greg Smith, Developer

Printed Signature of Applicant



IRDA
 REGISTERED ARCHITECTS
 1000 WEST 10TH AVENUE
 SUITE 400 DENVER
 CO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 www.irda.org

IRDA
 REGISTERED ARCHITECTS
 1000 WEST 10TH AVENUE
 SUITE 400 DENVER
 CO 80202
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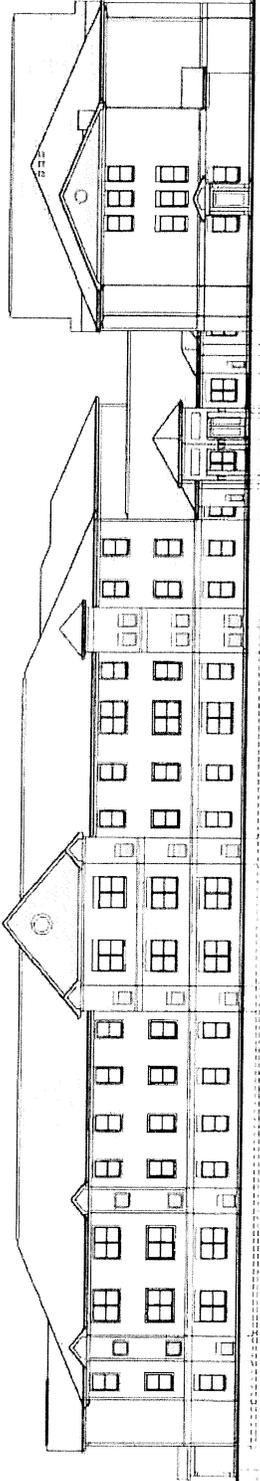
BELMONT
 COMMUNITY DEVELOPMENT
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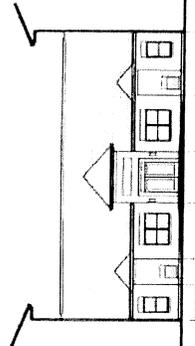
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Multi Family Housing
 Preliminary Plans For

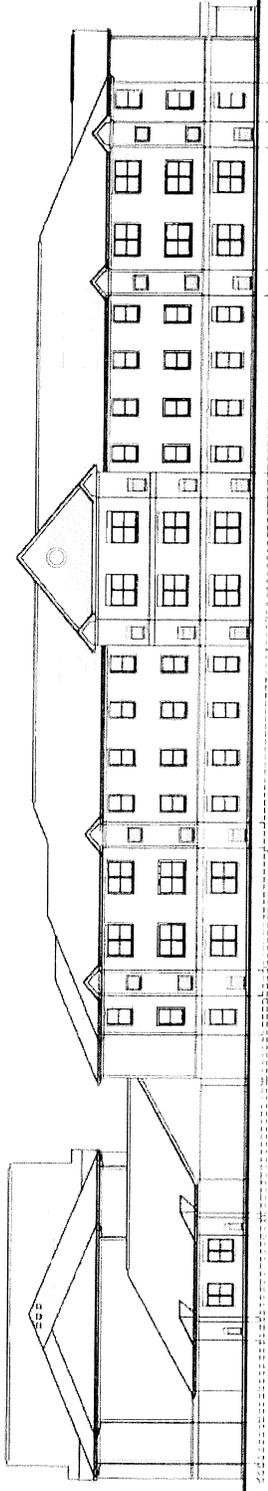
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Client	BLM
Project Name	BLM BELMONT COMMUNITY DEVELOPMENT
Project Location	BLM BELMONT COMMUNITY DEVELOPMENT
Scale	1/4" = 1'-0"
Sheet Number	A1.1



A WING - FRONT ELEVATION
 SCALE 3/32" = 1'-0"



B CONNECTOR FRONT ELEVATION
 SCALE 3/32" = 1'-0"



C WING - REAR ELEVATION
 SCALE 3/32" = 1'-0"

RDA ARCHITECTS
 1000 University Ave.
 Suite 200
 Berkeley, CA 94702
 Tel: 415.863.1234
 Fax: 415.863.1235
 www.rdaarchitects.com

PRELIMINARY CONSTRUCTION

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Preliminary Plans For
Multi Family Housing

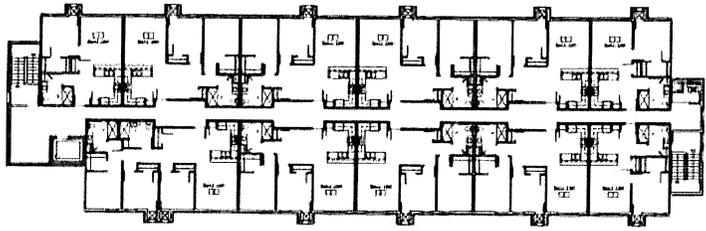
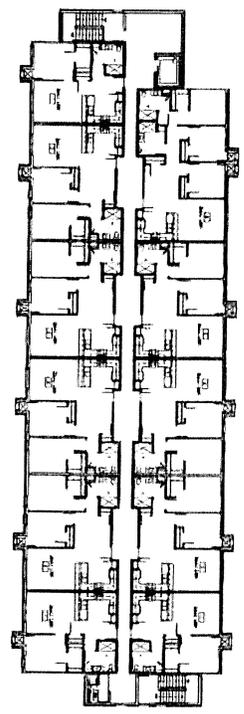
Sheet Number:
04/27/00 PRELIMINARY

Project Number:
 20 - 1 - 39

Date:
 April 27, 2000

Sheet Title:
 2-22F PL 1/15

Sheet Number:
A1.4



A OVERALL 2ND / 3RD FLOOR PLAN
 2 RESIDENTIAL WINGS WITH ONE STORY CONNECTOR
 SCALE: 1/8" = 1'-0"



Land Use Case Citizen Participation Staff Response

Type of Case: Area Variance Use Variance Conditional Use Appeal Vacation Record Plan
 Major Site Design Review **Map Amendment** Planned Development Reap Other

Case number: PLN000142-2020 Needmore Rd. Properties	Case description: Request for map amendment to rezone 12,531 +/- acres at Old Troy Pike and Needmore Road from SR-2 Suburban Single Family Residential to SME Suburban Multi-Family for future multi-family development.	Priority Board: Northeast Date of LUC Meeting: 07/07//2020
Total number of people present for discussion: 11	Number of NELUC members present: 5	Vote of NELUC: 5 in favor of granting the map amendment 0 not in favor.
		Prepared by: Roselyn Miller Date prepared: 07/08/2020

I. Please list below highlights/issues/discussion points surrounding this case:

Greg Smith and Robert McCullum of Oberer Companies presented the case.

- Oberer has owned the land for quite some time.
- Due to hilly terrain, the site is not conducive for single family home development.
- A concept plan was presented showing the layout and entrance points for a potential project.
 - i. Entrance to a development would only be from Needmore Rd.
 - ii. A proposed walking path would exit on to Old Troy Path
 - iii. There would be no vehicle entrance from Old Troy Pike
- Resident Bob Morgan, 4525 Old Troy Pike expressed concerns regarding the walking path and potential drainage problem.
 - i. Oberer indicated any development plans would includes a retention pond and address drainage base on code.
- Resident Amanda Gibson, 4557 Old Troy Pike asked if any developers are looking at the property
 - i. Oberer does not have any interested parties at this time
 - ii. Marketing the property would depend on the map amendment allowing for multi-family development

II. Recommendation:

The Northeast Land Use Committee recommends by a vote of 5 to 0 to allow the proposed map amendment,

III. Rationalization:

The NELUC felt that due to the proposed map amendment would allow the long vacant property to be developed. Since this is just a map amendment, any actual development would have to be presented to the Plan Board.

EMERGENCY MEASURE

1 Reading, 2 Separate Meetings _____

2 Readings at One Meeting X

By

No

AN ORDINANCE

Amending the Official Zoning Map to Rezone Property
Located on Needmore Road Near Old Troy Pike from
SR-2 Suburban Single-Family Residential to SMF Suburban
Multi-Family, and Declaring an Emergency.

WHEREAS, Oberer Holdings, Inc. has made application to rezone property it owns on
Needmore Road near Old Troy Pike from SR-2 Suburban Single-Family Residential to SMF
Suburban Multi-Family to aid in redevelopment of the property; and

WHEREAS, The City Plan Board at its July 14, 2020 meeting recommended approval of the
rezoning, Case PLN2020-00142; and

WHEREAS, For the immediate preservation of the public peace, property, health or safety, it
is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made in
Case PLN2020-00142, 12.531 +/- acres located on Needmore Road near Old Troy Pike as shown
in Exhibit A, attached hereto and incorporated herein, is rezoned from SR-2 Suburban Single-
Family Residential to SMF Suburban Multi-Family. The Parcel Identification Numbers that
comprise this case are: R722 17304 0011 and R722 17304 0017. The City's official zoning map
shall be redrawn to reflect the foregoing changes.

Section 2. For the reasons stated in the preamble hereof, this Ordinance is declared to be an
emergency measure and shall take effect immediately upon its passage.

Passed by the Commission, 2020

Signed by the Mayor, 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

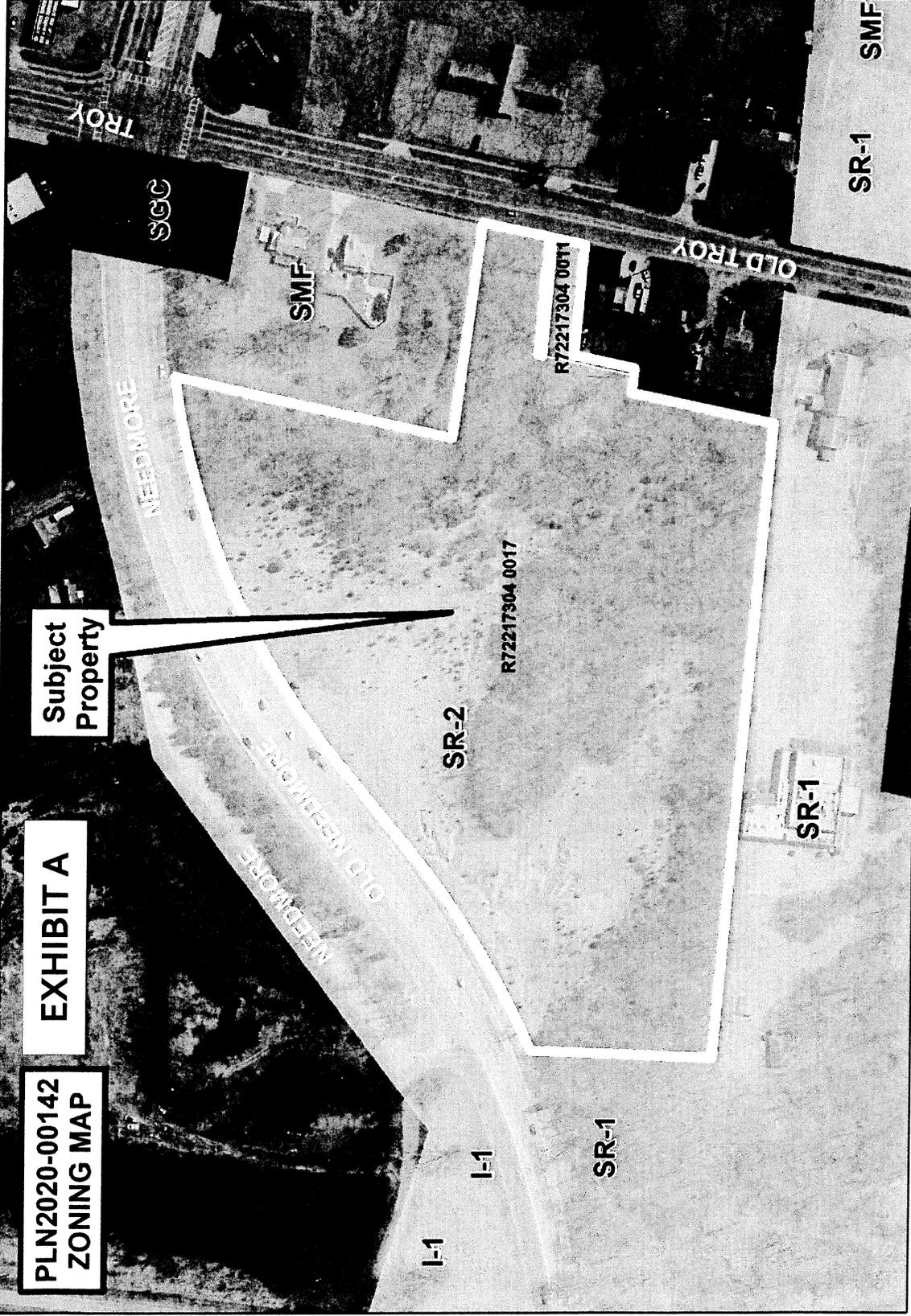
Approved as to form:

City Attorney

PLN2020-00142
ZONING MAP

EXHIBIT A

Subject
Property



ZONING MAP AMENDMENT: FROM SR-2 TO SMF
NEEDMORE ROAD AT OLD TROY PIKE



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DAVIDSON WILLIAM B
2720 ARMSTRONG LN
DAYTON, OH 45414

HOLMES JIM J
302 CHINKAPIN CT
CLAYTON, OH 45315

FISHER CHRISTINA R
4525 OLD TROY PKWY
DAYTON, OH 45404

BROWN DAVID A
7790 WINDHAM RD
TIPP CITY, OH 45371

KEATON DELMER AND TAMMY K
4522 OLD TROY PIKE
DAYTON, OH 45404

CLARK BOBBY G AND RUBY F
4514 OLD TROY PKWY
DAYTON, OH 45404

BRIDENBAUGH JEREMY L
2500 WESTFIELD DR
ELGIN, IL 60123

TROY INVESTMENTS CORP
6689 E MAIN ST
REYNOLDSBURG, OH 43068

COMBS JAMES A
3957 NEEDMORE RD
DAYTON, OH 45424

VLCEK KEVIN M AND SUSAN D
3865 NEEDMORE RD
DAYTON, OH 45424

FIRST MAGYAR REFORMED CHURCH
& GAFUROV KEMRAN
4457 OLD TROY PIKE
DAYTON, OH 45414

FIRST ENGLISH LUTHERAN CHURCH
107 W MECHANIC ST
WAPAKONETA, OH 45895

GIBSON AMANDA S
4557 OLD TROY PIKE
DAYTON, OH 45424

WHITAKER JOE H AND JANET A
4569 OLD TROY PIKE
DAYTON, OH 45404

TRI-CITIES NC REG WASTEWATER AUTH
3777 OLD NEEDMORE RD
DAYTON, OH 45424

FIVES RIVERS METROPARKS
409 E MONUMENT ST FL 3
DAYTON, OH 45402

Tony Kroeger, Plan Board Sec.
City of Dayton
101 W Third Street
Dayton, OH 45402

Rashella Lavender, Clerk of Comm.
City of Dayton
101 W Third Street
Dayton, OH 45402

GREG SMITH, OBERER HOLDINGS, LTD
3445 NEWMARK DR
MIAMISBURG, OH 45342

LIBERTY BRAVO LLC
5942 TYLERSVILLE RD
WEST CHESTER, OH 45069

PLN2020-00142