CITY COMMISSION MEETING AGENDA

CITY COMMISSION               DAYTON, OHIO               SEPTEMBER 15, 2021

6:00 P.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:
(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

   POLICE
   A1. Kiesler Police Supply (police equipment as needed through 07/31/25)
       $124,787.20
1. (Cont’d):

**POLICE**
A2. Vance Outdoors, Inc. dba Vance’s Law Enforcement (police equipment needed through 07/31/25) 72,823.95

**PUBLIC WORKS**
B1. McNeilus Truck and Manufacturing Company (McNeilus brand refuse packer parts, supplies and repair services as needed through 12/31/21) 50,000.00
B2. CHWR, INC. dba CHW Mechanical Services (heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs as needed through 12/31/24) 80,000.00

**RECREATION**
C1. The Fishel Co. (underground boring cabling services) 19,014.54

**WATER**
D1. Pace Analytical Services, Inc. (laboratory testing services as needed through 12/31/21) 15,000.00
D2. DXP Enterprises, Inc. (pulsafeeder pump related items and services as needed through 12/31/21) 14,517.00
D3. Lake Erie Construction Company (guardrails with traffic and mobilization services as needed through 12/31/21) 5,025.00
D4. Allied Builders, Inc. (fencing products, related items and services as needed through 12/31/21) 20,000.00
D5. Crane 1 Services, Inc. (annual crane inspection and repair services as needed through 12/31/23) 90,000.00
D6. Purafiltr, Inc. (Purafiltr Chlorsobr Ulta media) 250,588.00
D7. Rotork Controls, Inc. (Rotork parts, supplies, materials, related items and services as needed through 12/31/24) 38,500.00
D8. CHWR, Inc. dba CHW Mechanical Services (heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs as needed through 12/31/21) 26,015.00
D9. Wayne Overhead Door Sales of Dayton, Inc. (nine hollow metal entry doors, frames and related services) 33,410.00
   -Depts. of Police, Public Works Recreation and Water.

**Total:** 839,680.69
2. Haley-Dusa Engineering & Surveying Group LLC – Service Agreement – first amendment to provide updated metes and bounds for properties being transferred to the City of Dayton through the Lot Links program and the Montgomery County Land Bank Neighborhood Initiative Program (NIP) – Department of Planning, Neighborhoods & Development. $30,000.00 (Thru 12/31/22)

B. Construction Contract:

3. Setterlin Building Company – Award of Contract – Day Public Circulation Enhancement 23% DBE Participation Goal (4.3% DBE Participation Achieved) project to include the TSA Checkpoint renovation, replacement of windows in Concourse A, renovation of Concourse A elevator, re-roofing the majority of the Terminal, replacement of the HVAC cooling towers, and brick masonry tuckpointing of the Aircraft Rescue and Fire Fighting (ARFF) firehouse – Department of Aviation. $5,695,738.78 (Thru 12/31/23)

C. Revenue to the City:

4. Air Wisconsin LLC – Lease Agreement – for 1,617 square feet of office space located inside the passenger terminal building – Department of Aviation. $538,784.40 (Thru 9/15/26) (Paid to the City)

5. Dayton Public Schools – Service Agreement – allowing a DFD firefighter to serve as a Fire Instructor during the 2021-2022 and 2022-2023 academic school years – Department of Fire. $122,010.00 (Thru 7/31/23) (Paid to the City)

6. Dayton Public Schools – Service Agreement – allowing a DPD officer to serve as a Police Instructor during the 2021-2022 and 2022-2023 academic school years – Department of Police. $107,400.00 (Thru 7/31/23) (Paid to the City)
IV. LEGISLATION:

Emergency Ordinance – First and Second Reading

7. **No. 31916-21** Appropriating Property Designated as Parcels 10 T, 13 T, 16 T, 24, T, and 28 T in Connection with the West Hillcrest Sidewalk Phase 2 Project, and Declaring an Emergency.

Emergency Resolution – First and Second Reading

8. **No. 6606-21** Authorizing the City Manager to Apply for, Accept, and Enter Into State of Ohio Water and Wastewater Infrastructure Grant Agreements on Behalf of the City of Dayton for construction and/or design projects, and Declaring an Emergency.

Resolution – First Reading

9. **No. 6607-21** Declaring the Intention of the Commission to Vacate Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the grounds of Carillion Historical Park.

VI. MISCELLANEOUS:

ORDINANCE NO. 31917-21

RESOLUTION NO. 6608-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 993-21
POLICE

(A1) P0211029 – KIESLER POLICE SUPPLY, JEFFERSONVILLE, IN

- Police equipment.
- These goods are required to equip the new recruit class.
- Fourteen (14) possible vendors were solicited and nine (9) responses were received. This order establishes a price agreement per IFB S21019 with pricing through 7/31/2025.
- The Department of Police requests additional authority of $105,000.00 through 7/31/2025.
- The Department of Police recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>General Fund</td>
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<tr>
<td>2025</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0320</td>
<td>$15,000.00</td>
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</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
POLICE  (CONTINUED)

(A2)  P0211030 – VANCE OUTDOORS, INC. dba VANCE’S LAW ENFORCEMENT, COLUMBUS, OH

- Police equipment.
- These goods are required to equip the new recruit class.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB S21019 with pricing through 7/31/2025.
- This amendment increases the previously authorized amount of $8,414.45 by $1,823.95 for a total not to exceed $10,238.95 and therefore requires City Commission approval.
- The Department of Police requests additional authority of $71,000.00 through 7/31/2025.
- The Department of Police recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<table>
<thead>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
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<td>2023</td>
<td>General Fund</td>
<td>10000-6221-1301-71-PD0320</td>
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<td>General Fund</td>
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<td>$11,000.00</td>
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</table>

PUBLIC WORKS – FLEET MAINTENANCE

(B1)  P0210083 – MCNEILUS TRUCK & MANUFACTURING COMPANY, GAHANNA, OH

- McNeilus brand refuse packer parts, supplies and repair services as needed through 12/31/2021.
- These goods and services are required to maintain and repair City-owned McNeilus brand equipment.
- McNeilus Truck & Manufacturing Company is recommended as the OEM; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $150,000.00 by $50,000.00 for a total not to exceed $200,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
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<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>
PUBLIC WORKS – PROPERTY MANAGEMENT

(B2)  **P0211132 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH**
- Heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs as needed through 12/31/2021.
- These goods and services are required to maintain existing units at various City facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21026N with pricing through 4/30/2025.
- The Department of Public Works requests additional authority of $60,000.00 through 12/31/2024.
- The Department of Public Works recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<td>Facility Improvements</td>
<td>40003-6480-1425-54</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

RECREATION – SPORTS

(C1)  **P0211124 – THE FISHEL CO., HUBER HEIGHTS, OH**
- Underground boring cabling services.
- These services are required for maintenance to electrical services at the Kettering Fields softball complex.
- Twenty-one (21) possible vendors were solicited and six (6) bids were received. This order establishes a price agreement per IFB 21042D.
- The Department of Recreation recommends acceptance of the lowest and best bid.

<table>
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<th>Fund Source(s)</th>
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<tr>
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<td>$19,014.54</td>
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</table>

WATER – WATER ENVIRONMENTAL

(D1)  **P0210926 – PACE ANALYTICAL SERVICES, INC., ENGLEWOOD, OH**
- Laboratory testing services as needed through 12/31/2021.
- These services are required perform laboratory water testing.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20004S with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of $15,000.00 by $15,000.00 for a total not to exceed $30,000.00 and therefore requires City Commission approval.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Storm Water Operating</td>
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<td>$15,000.00</td>
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</table>
WATER – WATER RECLAMATION

(D2) P0210140 – DXP ENTERPRISES, INC., CINCINNATI, OH

- Pulsafeeder pump related items and services as needed through 12/31/2021.
- These goods and services are required to rework the pump stations to factory specifications.
- DXP Enterprises, Inc. is recommended as the sole regional distributor for this type of pulsafeeder brand equipment, therefore this purchase was negotiated.
- This amendment increases the previously authorized amount of $15,000.00 by $14,517.00 for a total not to exceed $29,517.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
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<th>Fund Source(s)</th>
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<td>$14,517.00</td>
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</table>

(D3) P0210894 – LAKE ERIE CONSTRUCTION COMPANY, NORWALK, OH

- Guardrails with traffic and mobilization services as needed through 12/31/2021.
- These goods and services are required for maintenance of guardrail safety barriers at the Madden Golf Course.
- Lake Erie Construction Company is recommended based upon proven past performance with guardrail safety barrier installation and repair services; therefore, this purchase was negotiated.
- This amendment increases the previously authorized amount of $6,300.00.00 by $5,025.00 for a total not to exceed $11,325.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
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<th>Fund Source(s)</th>
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</table>

WATER – WATER SUPPLY AND TREATMENT

(D4) P0210681 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing products, related items and services as needed through 12/31/2021.
- These goods and services are required to secure City owned properties.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20010D with pricing through 12/31/2021.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $93,000.00 by $20,000.00 for a total not to exceed $113,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
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<th>Fund Code(s)</th>
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</table>
WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(D5) **P0211125 – CRANE 1 SERVICES, INC., FRANKLIN, OH**
- Annual crane inspection and repair services.
- These services are required to ensure City owned cranes meet Occupation Safety and Health Administration (OSHA) standards.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB D21017 with pricing through 06/30/2024.
- The Department of Water requests additional authority of $60,000.00 through 12/31/2023.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>2021</td>
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<tr>
<td>2022</td>
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<td>2023</td>
<td>Water Operating</td>
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<td>$30,000.00</td>
</tr>
</tbody>
</table>

(D6) **P0211129 – PURAFILE, INC., DORAVILLE, GA**
- Purafil Chlorsorb Ultra media.
- This good is required to replace the current media in the scrubber which must be done by the end of its useful life (average 20-25 years) to remain in compliance.
- Purafil, Inc. is recommended as the Original Equipment Manufacturer (OEM) of the Purafil Chlorsorb Ultra media; therefore, this purchase order was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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(D7) **P0210882 – ROTORK CONTROLS, INC., MILWAUKEE, WI**
- Rotork parts, supplies, materials, related items and services as needed through 12/31/2021.
- These goods and services are required to repair two actuators which is a critical part of the flow control at the plant.
- Rotork Controls, Inc. is recommended as the OEM; therefore, this purchase order was negotiated.
- This amendment increases the previously authorized amount of $5,000.00 by $5,500.00 for a total not to exceed $10,500.00 and therefore requires City Commission approval.
- The Department of Water requests additional authority of $33,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2023</td>
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<td>2024</td>
<td>Water Operating</td>
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</table>
WATER – WATER UTILITY FIELD OPERATIONS

(D8)  P0211134– CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH
  • Heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs as needed through 12/31/2021.
  • These goods and services are required to maintain existing units at Sewer Maintenance Building.
  • Rates are in accordance with the City of Dayton’s existing price agreement IFB 21026N with pricing through 4/30/2025.
  • The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
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<td>2021</td>
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</tbody>
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(D9)  P0211133 – WAYNE OVERHEAD DOOR SALES OF DAYTON, INC., CENTERVILLE, OH
  • Nine (9) hollow metal entry doors, frames and related services.
  • These goods and services are required to replace doors that are worn beyond economical repair.
  • Rates are in accordance with the City of Dayton’s existing price agreement IFB N20002 with firm pricing through 6/30/2023.
  • The Department of Water recommends approval of this order.

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<td>$33,410.00</td>
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</table>

The aforementioned departments recommend approval of this order.
FIRST AMENDMENT TO THE LOT LINKS PROFESSIONAL SERVICES AGREEMENT – HALEY-DUSA ENGINEERING & SURVEYING GROUP, LLC

The Department of Planning, Neighborhoods, and Development requests approval to enter into the First Amendment to the Professional Services Agreement with Haley-Dusa Engineering & Surveying Group, LLC. The Amendment will allocate $30,000.00 to provide updated metes and bounds for properties being transferred to the City of Dayton through the Lot Links program and the Montgomery County Land Bank Neighborhood Initiative Program (NIP). The original CT (CT20-2680) was liquidated in error and a new CT (CT21-2680) created in May 2021.

This First Amendment will not exceed $30,000.00 and shall commence upon execution. It shall terminate on December 31, 2022.

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

This First Amendment is funded using the REAP/Lot Links Special Revenue Fund.

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

Approved by City Commission
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>X Renewal Contract</th>
<th>_____ Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/22</td>
<td>Initial City Manager's Report</td>
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<tr>
<td>Original Commission Approval</td>
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<td>Initial Encumbrance</td>
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<td>Initial Agreement/Contract</td>
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<td>Remaining Commission Approval</td>
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<td>Increase Encumbrance</td>
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<td>Copy of Original Certificate of Funds</td>
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<td>Decrease Encumbrance</td>
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<tr>
<td>Remaining Commission Approval</td>
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</table>

| Amount: | $ 30,000.00 |
| Fund Code | 22129 - 2390 - 1159 - 31 - XXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

| Amount: | |
| Fund Code | XXXX - XXXX - XXXX - XXXX - XXXX |
| Fund | Org | Acct | Prog | Act | Loc |

Attach additional pages for more FOAPALs

Vendor Name: Haley-Dusa Engineering & Surveying Group, LLC

Vendor Address: 270 Regency Ridge Drive Suite 203, Dayton, OH, 45459

Federal ID: 311615690

Commodity Code: 96164

Purpose: Provide updated metes and bounds for properties being transferred to the City of Dayton through the Lot Links program and the Montgomery County Land Bank Neighborhood Initiative Program (NIP).

Contact Person: Ashley Hatton x3696  Planning Neighborhoods & Development

Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] Date: 9/7/2021

CF Prepared by: [Signature] Date: 9/2/2021 CF/CT Number: CT21-2680

Finance Department

October 18, 2011
First Amendment to Professional Services Agreement

This Amendment, entered into this _____ day of ____________, 2021, is between the City of Dayton, Ohio ("City") and Haley-Dusa Engineering & Surveying Group ("Contractor").

WITNESSETH THAT:

WHEREAS, the City and Contractor entered into a contract to provide updated metes and bounds for properties transferred to the City of Dayton through the Lot Links program and the Montgomery County Land Bank Neighborhood Initiative Program (NIP), CT21-2680 dated November 4, 2020 ("Contract"), and

WHEREAS, pursuant to the terms of the Agreement the City or Contractor may request to amend this Agreement. However, no such amendment shall be effective unless it is reduced to writing, which shall reference the original Agreement, executed by a duly authorized representative of each party, and, if required or applicable, approved by the Commission of the City of Dayton; and

WHEREAS, the City and Contractor agree that additional work will be necessary to sell these properties in the future; and

WHEREAS, the City and Contractor agree that additional work will require the Contract to be modified; and

WHEREAS, the City and Contractor agree additional funding will be required for the work to be performed.

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

Article I, II, and III of the Agreement are hereby deleted and replaced with the following:

ARTICLE I. FUNDING AND TERM OF CONTRACT

A. City shall make available to Contractor additional funds in an amount not to exceed THIRTY THOUSAND DOLLARS AND ZERO CENTS ($30,000.00) for the professional services detailed in Article II – Scope of Services. Disbursements shall be made by the City in accordance with Article III – Payment. This First Amendment will increase the total contract to SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00).

B. Contractor hereby agrees to perform, in a manner satisfactory to the City, the work and services for the projects as set forth in Article II.

C. This Agreement shall commence upon execution by the City, and it shall terminate on December 31, 2022.
ARTICLE II. SCOPE OF SERVICE

Contractor shall provide, upon the City’s request, survey and boundary descriptions of parcels of real estate identified by the City.

Contractor will furnish services under this Agreement when requested in writing by the City. Once the City has identified services which it desires Contractor to perform, the City shall submit a written “Work Request” to Contractor. Within ten (10) business days from the date of receipt of a Work Request, Contractor shall provide the City with a written “Scopes of Services”, which shall include costs for the services requested by the City and a time frame for completion.

Upon the City’s review of the Scope of Services, the City shall indicate its acceptance of Scope of Services and issue a “Notice to Proceed”, which shall reference and incorporate the Scope of Services. The Notice to Proceed will service as authorization of said services and allow funds to be disbursed per Article III of this Agreement.

ARTICLE III. PAYMENT

It is expressly agreed and understood that the total amount to be provided by the City under this Agreement shall not exceed SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00) to provide the services pursuant to this Agreement.

Except as modified by this amendment, all terms and conditions of the Agreement shall remain in full force and effect.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Amendment as of the date first set forth above.

THE CITY OF DAYTON, OHIO

______________________________
City Manager

HALEY-DUSA ENGINEERING & SURVEYING GROUP

______________________________
Owner

APPROVED AS TO FORM AND CORRECTNESS:

8/31/2021

X John Musto for
City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON OHIO:

______________________________
Min. Bk. _____ Pg. ___

______________________________
Clerk of the Commission
April 30, 2021

TO: Todd Kinskey, Director
    Dept. of Planning & Community Development

FROM: Bejoy John, Deputy Director
       Department of Finance


I want to apologize on behalf of the Department of Finance in closing some prior year open encumbrances in operating and special revenue funds in error. When completing the liquidation for prior year encumbrances, our staff mistakenly used a previous version of the list for prior year encumbrances that included funds from the Department of Planning & Community Development that was reclassified as non-operating funds. To remedy the issue, we have re-created the CF’s and need your signature on the attached CF’s with a 2021 CT number. Please use this new CT number on all your invoices going forward.

If you have any questions, please contact me at x3510. Thank you for your understanding and patience.

Attachments

c: Ms. Lofton, Ms. Henderson, Ms. Brown,
   File
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

—— New Contract       x Renewal Contract       ———— Change Order

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
<th>Original Commission Approval</th>
<th>Initial Encumbrance</th>
<th>Remaining Commission Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>upon execution</td>
<td>12/31/21</td>
<td>$ 30,000.00</td>
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<td>$ 21,700.00</td>
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Amount: $ 21,700.00

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Fund Code XXXX- XXXX- XXXX- XX- XXXX- XXXX

Amount:

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Fund Code XXXX- XXXX- XXXX- XX- XXXX- XXXX

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

Vendor Name: Haley-Dusa Engineering & Surveying Group LLC
Vendor Address: 270 Regency Ridge Drive Suite 203, Dayton OH 45459
Federal ID: 31-1615690
Commodity Code: 98164
Purpose: re-encumber due to liquidation error - See original CT

Contact Person: Ashley Hatton
Planning & Comm Dev
Department/Division 4/22/2021
Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 5/12/2021
Date: 4/3/2011
CF/CT Number: CT21-2080

Finance Department

October 16, 2011
City Manager’s Report

Date November 4, 2020
Expense Type Service Agreement
Total Amount $30,000.00 (thru 12/31/2021)

From 2390 - Planning & CD/Community Dev
Supplier, Vendor, Company, Individual
Name Haley-Dusa Engineering & Surveying Group, LLC
Address 270 Regency Ridge Drive Suite 203
Dayton, OH 45459

Fund Source(s) Fund Code(s) Fund Amount(s)
REAP/Lot Links 22129-2390-1159-31 $30,000.00

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

Description

LOT LINKS PROFESSIONAL SERVICES AGREEMENT – HALEY-DUSA ENGINEERING & SURVEYING GROUP, LLC

The Department of Planning and Community Development is requesting approval to enter into a Professional Services Agreement in the amount of $30,000.00 with Haley-Dusa Engineering & Surveying Group, LLC to provide updated metes and bounds for properties being transferred to the City of Dayton through the Lot Links program and the Montgomery County Land Bank Neighborhood Initiative Program (NIP).

This Agreement will not exceed $30,000.00 and shall commence upon execution and it shall terminate on December 31, 2021.

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

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

Signatures/Approval

Approved by City Commission

[Signature]
[Name]
Clerk

Date

November 4, 2020

Updated 1/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order

Contract Start Date
Upon Execution
12/31/21

Expiration Date

Original Commission Approval

Initial Encumbrance

Remaining Commission Approval

$ 30,000.00

$ 30,000.00

Original CT/CF

Increase Encumbrance

Decrease Encumbrance

Remaining Commission Approval

$ 2,500.00

$ 2,500.00

NO DRAFT DOCUMENTS PERMITTED

Required Documentation

X Initial City Manager's Report

X Initial Certificate of Funds

X Initial Agreement/Contract

Copy of City Manager's Report

Copy of Original Certificate of Funds

Amount: $ 30,000.00

Fund Code 22129 2390 1169 31 XXXX XXXX

Fund Org Acct Prog Act Loc

Fund Code XXXX XXXX XXXX XX XXXX XXXX

Fund Org Acct Prog Act Loc

Amount: 

Fund Code XXXX XXXX XXXX XX XXXX XXXX

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: Haley-Dusa Engineering & Surveying Group, LLC

Vendor Address: 270 Regency Ridge Drive Suite 203, Dayton, OH, 45459

Street

City

State

Zipcode + 4

Federal ID: 311615690

Commodity Code: 96164

Purpose: Provide updated metes and bounds for properties being transferred to the City of Dayton through the Lot Links program and the Montgomery County Land Bank Neighborhood Initiative Program (NIP)

Contact Person: Ashley Hatton


Department/Division

10/22/2020

Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

10/24/2020

Date

CF Prepared by

Jane Williams

10/24/2020

Date

CF/CT Number

CT20-2480

October 18, 2011
City Manager’s Report

From 3210 - Aviation/AP Admin & Finance
Supplier, Vendor, Company, Individual
Setterlin Building Company
Address 560 Harmon Avenue
Columbus, OH 43223

Date September 15, 2021
Expense Type Award of Contract
Total Amount $ 5,695,738.78 thru 12/31/2023

Fund Source(s)  Fund Code(s)  Fund Amount(s)
Aviation Capital  51402-3210-1425-43  $5,695,738.78

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

Description

DAY PUBLIC CIRCULATION ENHANCEMENT
23% DBE PARTICIPATION GOAL (4.3% DBE PARTICIPATION ACHIEVED)

The Dayton International Airport Public Circulation Enhancement project covers six distinct components that include the TSA Checkpoint renovation, replacement of windows in Concourse A, renovation of Concourse A elevator, re-roofing the majority of the Terminal, replacement of the HVAC cooling towers, and brick masonry tuckpointing of the Aircraft Rescue and Fire Fighting (ARFF) firehouse.

Three bids were received for this project. The Engineer’s estimate for this project was $6,134,417.75. It is recommended that the project be awarded to the lowest and best bidder, Setterlin Building Company. The total contract amount is $5,695,738.78, including the base bid of $4,812,200.00; Add Alternate #1 contingency of $490,000.00; Add Alternate #2 airport police roof replacement of $77,055.00; Add Alternate #3 firehouse tuckpointing of $50,870.00; and Add Alternate #7 Concourse A elevator renovation of $90,650.00. In addition, in accordance with section 103.44 of the City of Dayton Contract and Materials Specifications, due to the length of time to receive the executed grant agreement and award the project, this award includes a verified market increase in costs for materials, labor, and subcontracts in the amount of $174,963.78. The contract will be awarded at execution and is not expected to close until December 31, 2023.

HRC established a DBE goal of 23%, and Setterlin Building Company achieved a verified DBE utilization of 4.3%. In accordance with HRC regulations, they submitted a valid waiver request and their Good Faith Efforts supporting documents.

The project is being funded with a FAA Grant of $4,284,651.00 and $1,411,087.78 in Aviation Capital. A Certificate of Funds, Tabulation of Bids, HRC recommendation letter, the proposal, and increased costs verification from the firm recommended for award are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

UPDATED 8/2016

Division

Department

City Manager
FORM NO. MS-16
# CERTIFICATE OF FUNDS

## SECTION I - to be completed by User Department

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<tr>
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<th>Renewal Contract</th>
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<td>______</td>
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### Required Documentation

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

### Amount

- $ 5,695,738.78

### Fund Code

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<th>Fund Code</th>
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</thead>
<tbody>
<tr>
<td>Fund</td>
<td>Org</td>
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</table>

### Attach additional pages for more FOAPALs

- Vendor Name: Setterlin Building Company
- Vendor Address: 560 Harmon Ave, Columbus, Ohio 43223
- Federal ID: 310836188
- Commodity Code: 90757
- Purpose: The construction phase of the Airport Public Circulation Enhancement Project at the Dayton International Airport
- Contact Person: Mike Cross
- Aviation/Engineering Department/Division: 9/11/2021
- Originating Department Director's Signature: [Signature]

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

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

### Finance Director Signature

[Signature] 9/7/2021

### CF Prepared by

[Signature] 9/7/2021

### CF/CT Number

CTH-3057

---

Finance Department

October 18, 2011
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<th>AKA Construction Price</th>
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<td>$490,000.00</td>
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May 19, 2021

TO: Gil Turner, Deputy Director  
Department of Aviation

FROM: Chrondra Goodwine, Interim Business & Technical Assistance Administrator  
Human Relations Council (HRC)

SUBJECT: DAY Public Circulation Enhancement (23% DBE Participation Goal) Project

The apparent low bidder, Setterlin Building Company submitted a bid utilizing two (2) DBE-certified contractor to meet 4.3% DBE project’s participation and did submit a valid waiver request. After the bid opening, Setterlin Building Company, submitted their Good Faith Efforts supporting documents corrections. The HRC has verified that Setterlin Building 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 verified company to receive the above-mentioned construction award is as follows:

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Amount of Base Bid</th>
<th>Certified Business Participation</th>
<th>Committed Dollar Amount</th>
<th>% Toward Goal</th>
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</thead>
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<tr>
<td>Setterlin Building Company</td>
<td>$4,812,200.00</td>
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<td></td>
</tr>
<tr>
<td>The Painting Contractor, LLC</td>
<td>$82,000.00</td>
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<td>1.70% DBE</td>
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<tr>
<td>Journey Steel, Inc.</td>
<td>$125,438.00</td>
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<td>2.60% DBE</td>
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<tr>
<td><strong>Total Committed Participation</strong></td>
<td><strong>4.3% DBE</strong></td>
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</table>

Should the awarding department move forward with Setterlin Building Company, the attached Letters of Intent should be included with the contract agreement. Contract compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1405.

CAG
September 1, 2021

Mr. Mike Cross  
Planning and Engineering Manager  
Dayton International Airport  
3600 Terminal Drive, Suite 300  
Vandalia, Ohio 45377  

RE: Public Circulation Enhancement, Setterlin Material Escalation  

Mike,  

LWC Incorporated has reviewed the escalation costs provided by Setterlin Building Company representing a 3.2% increase in contract value, calculated as follows:  

<p>| | |</p>
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<tr>
<th></th>
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<tbody>
<tr>
<td>Base Bid</td>
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<tr>
<td>Alt. 1 Contingency</td>
<td>$490,000.00</td>
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<tr>
<td>Alt. 2 Police Roof</td>
<td>$77,055.00</td>
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<tr>
<td>Alt. 3 ARFF Tuckpointing</td>
<td>$50,870.00</td>
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<tr>
<td>Alt. 7 Elevator</td>
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<tr>
<td>Escalation</td>
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</table>

We find these increases associated with materials to be in line with the current market volatility experienced across the construction industry. Please feel free to contact me directly with any questions.

Respectfully,

Sean A. Hensley  
Construction Administrator  
LWC Incorporated

Cc: LWC Incorporated  
Setterlin Building Company  
File
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid
Public Circulation Enhancement

Bidder  Setterlin Building Company
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<td>$490,000.00</td>
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<td>3</td>
<td>AIRPORT POLICE AREA ROOF REPLACEMENT</td>
<td>LUMP</td>
<td>1</td>
<td>$77,055.00</td>
<td>$77,055.00</td>
</tr>
<tr>
<td>4</td>
<td>TUCK POINTING OF THE ARFF FIRE HOUSE</td>
<td>LUMP</td>
<td>1</td>
<td>$50,870.00</td>
<td>$50,870.00</td>
</tr>
<tr>
<td>5</td>
<td>REMOVAL OF ROOFTOP HVAC UNIT</td>
<td>LUMP</td>
<td>1</td>
<td>$27,500.00</td>
<td>$27,500.00</td>
</tr>
<tr>
<td>6</td>
<td>TERMINAL AND RESTROOM TERRAZZO SEALING AND POLISHING</td>
<td>LUMP</td>
<td>1</td>
<td>$165,530.00</td>
<td>$165,530.00</td>
</tr>
<tr>
<td>7</td>
<td>NEW SECURITY CAMERAS ($37,594.00)</td>
<td>LUMP</td>
<td>1</td>
<td>$37,594.00</td>
<td>$37,594.00</td>
</tr>
<tr>
<td>8</td>
<td>CONCOURSE A ELEVATOR RENOVATION</td>
<td>LUMP</td>
<td>1</td>
<td>$90,650.00</td>
<td>$90,650.00</td>
</tr>
<tr>
<td>9</td>
<td>CONCOURSE B ELEVATOR RENOVATION</td>
<td>LUMP</td>
<td>1</td>
<td>$90,650.00</td>
<td>$90,650.00</td>
</tr>
<tr>
<td>10</td>
<td>EXIT LANE SECURITY CAMERAS ($27,404.00)</td>
<td>LUMP</td>
<td>1</td>
<td>$27,404.00</td>
<td>$27,404.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $4,812,200.00
Bidder is
An Individual
Firm Name
Business Address

Setterlin Building Company
560 Harmon Avenue Columbus OH 43223
Telephone (614) 643-3028

Partnership
Firm Name
Members of Firm and
Their Business Address

Corporation
Name
State of Incorporation
Ohio
Name and Title of
Officers with Authority
to Sign Contract
Mark Setterlin
560 Harmon Ave Columbus OH 43223
Telephone (614) 643-3028 Fax
E-mail m.hines@setterlin.com

Federal I.D.# 31-0836188
Dated this 29 day of April 2021

Bidder: ____________________________________________ (Person, Firm, or Corporation)

By: Mark Setterlin
Title: President
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.
BID BOND

Amount $ ____________________________

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, _____________ Building Co. named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this ___________ day of _______ April ________, 2021.

Setterlin Building Company

Bidder

Ohio Farmers Insurance Company

Stephanie M. White
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

Project: DIA Public Circulation Enhancement Project (DAY-20200004)
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 hereby is 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(s)-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(s)-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 hereof is hereinafter 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, 2003)

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 hereeto affixed this 2nd day of JANUARY A.D. 2022.

WESFIE LDING INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

On this 2nd day of JANUARY A.D. 2022, 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.

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

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 29th day of April A.D. 2021.

Frank A. Carrino, Secretary
Financial Statement

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

OHIO-FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/19
(in thousands)

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents, and short term investments</td>
<td>29,473</td>
</tr>
<tr>
<td>Bonds</td>
<td>444,935</td>
</tr>
<tr>
<td>Stocks</td>
<td>144,750</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>2,208,808</td>
</tr>
<tr>
<td>Real estate</td>
<td>160,044</td>
</tr>
<tr>
<td>Premiums receivable</td>
<td>112,354</td>
</tr>
<tr>
<td>Other assets</td>
<td>172,187</td>
</tr>
<tr>
<td>Total assets</td>
<td>3,270,849</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>187,924</td>
</tr>
<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>332,025</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>259,523</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>759,472</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus to policyholders</td>
<td>2,511,177</td>
</tr>
<tr>
<td>Total surplus</td>
<td>2,511,177</td>
</tr>
<tr>
<td>Total liabilities and surplus</td>
<td>3,270,849</td>
</tr>
</tbody>
</table>

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 A. Carrino
Group Legal Leader, Secretary

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. Kotulik
Attorney at Law
Notary Public – State of Ohio
Ohio Department of Insurance
Mike DeWine - Governor
Jim Mcharlson - Director

Certificate of Compliance

Issued: 08/13/2010
Effective: 07/01/2010
Expires: 06/30/2013

I, Jillian Fromem, hereby certify that I am the Director of Insurance of the State of Ohio and have supervision of the insurance business in said State and do, as such, 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
Aerial
Aircraft
Arsenal
 Boiler & Machinery
Burglar & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Flood
Financial Company
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

Interstate Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancelable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident Only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

Ohio Farmers Insurance Company certified on its annual statement of the Department as of December 31, 2010, that it has admitted assets in the amount of $3,270,610,000, liabilities in the amount of $752,472,413, and surplus of at least $2,818,117,402.

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

Jillian Fromem, 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, ___________________________ hereby certify that

Mark Setterlin (print name – an Officer of the company)

Setterlin Building Co (company) meets the following Contractor requirements relating to this City of Dayton construction project

Check All That Apply:

☑ Comply with all City of Dayton income tax obligations and requirements

☑ Maintain worker’s compensation insurance for all employees as required by the State of Ohio

☑ Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project

☑ Comply with the State of Ohio Bureau of Worker’s Compensation Drug Free Workplace Policy

☑ Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services

☑ Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: ___________________________ (signature)

Title: President

Date: 4/29/2021
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.

Training
Life Insurance
Paid time off
Holiday
Medical
Dental

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.

Associated Builders & Contractors (ABC Central Ohio)

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

Insulated Roofing Contr.  
Multivista  
DBS Prestress  
Triceo  
Sourage Steel  
Legacy Finishing  

Hamm's Glass  
The Painting Co.  
OK Interiors  
K2 Consulting  
Schindler Elev  
Calvin Elect  
Apex Mech.
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

See attached

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

N/A

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
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 Franklin, ss:

Mark Setterlin
being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Setterlin Building 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: [Signature]
Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio }  SS:
COUNTY OF Franklin }

Mark Setterlin states that:

(1) He/she is Owner/President of Setterlin Building Company that (business or organization name)

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

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

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

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

SIGNED
President
TITLE
Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (√) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States, or;
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date
29/12/21

Signature

Company Name

Title
During the performance of this contract:

Setterlin Bldg. Co.  
560 Harmon Ave, Cols, OH 43223  
614-459-7077

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 therefore. 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.
DEMONSTRATION OF GOOD FAITH EFFORTS FORM

Instructions for Bidders: Submit one executed copy of this form with your Bid, along with:
• An executed DBE Participation Form (Letter of Intent) for each certified Disadvantaged Business Enterprise (DBE) firm
  whose participation you plan to count toward the project’s DBE participation goal, and
• Documentation of your good faith efforts, if applicable.

SECTION 1: BIDDER’S AFFIRMATION OF GOOD FAITH EFFORTS

The undersigned Bidder has satisfied the DBE participation requirements of the Bid Specification in the following manner:
(Check one of the following boxes, complete the appropriate spaces, and submit the required documents with your Bid.)

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

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

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

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

SECTION 2: BIDDER’S SIGNATURE

[Signature]
(Signature of Bidder’s Authorized Agent)

[Name]
(Printed Name of Bidder’s Authorized Agent)

[Title]
(Title of Bidder’s Authorized Agent)

[Name]
(Bidding Firm’s Name)

4.39.21
(Date)
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**

Setterlin Building Company (Contractor) certifies that:

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

   - **Painting**
   - **Structural Steel**

   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:** Mitchell Hines

(Signature of Authorized Representative of Bidder)

**FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ**
SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: Setterlin Building Co.
Address: 560 Harmon Ave
City: Columbus State: OH ZIP: 43223
Telephone: 614.459.7077 Email: mail@setterlin.com

SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: The Painting Contractor, LLC.
DBE Firm's Tax ID#: 11-3747263
Address: 11785 Highway Drive; Suite 100A
City: Cincinnati State: OH ZIP: 45241
Telephone: 513-873-9190 Email: Rich@ThePaintingContractor.com
Name of Project: DIA Public Circulation

Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:

<table>
<thead>
<tr>
<th>Base Bid</th>
<th>Amount to Be Paid to This DBE Firm for the Work Described*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painting</td>
<td>$82,700</td>
</tr>
<tr>
<td>Alternate #1</td>
<td>$0</td>
</tr>
<tr>
<td>Alternate #2</td>
<td>$0</td>
</tr>
<tr>
<td>Alternate #3</td>
<td>$0</td>
</tr>
</tbody>
</table>

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Richard O Coleman
(Printed Name of Bidder's Authorized Agent)

CEO 4-29-2021

(Title of Bidder's Authorized Agent) (Date)

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

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

SECTION 1: BIDDER INFORMATION

Name of Bidder’s Firm: Setterlin
Address: 560 Harmon Avenue
City: Columbus
State: OH
Zip: 43223
Telephone: (614) 459-7077
Email: mail.setterlin.com

SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: Journey Steel, Inc.
DBE Firm’s Tax ID#: ________________
Address: 7660 Production Drive
City: Cincinnati
State: OH
Zip: 45237
Telephone: (513) 731-2930
Email: bsmith@journeysteel.com

Name of Project: Dayton International Airport Public Circulation Enhancement

Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*: Base Bid: __One Hundred Twenty-Five Thousand Four Hundred Thirty-Eight

Alternate #1: __Repair of Roof @ RTU Removal __ADD

Alternate #2: ___________________________ $ 7,452

Alternate #3: ___________________________ $ ___________________________

Amount to Be Paid to This DBE Firm for the Work Described*: $ 125,438

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder’s Authorized Agent)

Barbara Smith
(Printed Name of Bidder’s Authorized Agent)

President 04/28/2021

(Title of Bidder’s Authorized Agent) (Date)

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

The scope of the project is limited to the overall terminal building.
Roof Replacement Plan

- Concourse A Roof Replacement
- Concourse B Roof Replacement
- Central Concourse Roof Replacement
- Terminal Roof Replacement
TSA Checkpoint Renovation Plan
TSA Checkpoint— Composure and Exit Lane
LEASE AGREEMENT FOR TERMINAL SPACE WITH AIR WISCONSIN LLC

The Department of Aviation requests permission to enter into a Lease Agreement ("Lease") for Terminal Office Space with Air Wisconsin LLC ("Air Wisconsin") at the Dayton International Airport ("Airport"). Air Wisconsin currently has their maintenance base at the Airport however, this 1,617 square feet of office space is located inside the passenger terminal building ("Premises") and will be utilized as a Crew Base.

Air Wisconsin will pay $8,979.74 per month, based upon the rate of $66.64 per square foot, per year for a total of $538,784.40 (Five Hundred Thirty-Eight Thousand Seven Hundred Eighty-Four Dollars and Forty Cents) for the five (5) year term. The lease will be effective upon execution, for a period of 5 years, with the option for two (2) additional one (1) year renewals upon mutual agreement between both parties.

This Agreement was reviewed and approved as to form and correctness by the Department of Law.

A copy of the Certificate of Revenue is attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name  Air Wisconsin LLC

Address  W6390 Challenger Drive, Suite 203

City  Appleton  State  WI  Zip+4  54915  -  

Customer #  391767281  Address Location #  

Federal ID#  39-1767281

Revenue Information: Fund  51000  Organization  3212  Revenue  23231  Program  43

Contract Information: Contract Start Date  Upon execution  Contract Expiration Date  9/15/2026

Billing Information: Rate:  $8,979.74  Arrears  Pre-bill  X

Monthly (1st month of billing)  
Quarterly (1st month of quarter)  
Semi-annual (1st month of half)  
Annual (1st month of billing)  
Other (explain)  

Rate Change Date  N/A  Rate Change Amount  N/A

Description of Services (wording on invoice):

1,617 sq ft of Terminal Office Space @ $66.64 per sq ft per year

Departmental Approval  

TO BE COMPLETED BY FINANCE

Revenue Contract Number  l - 7281  Auditor  D. Billy  Date  9/22/2021

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  

LEASE AGREEMENT FOR TERMINAL SPACE
(Air Wisconsin)

THIS LEASE AGREEMENT FOR TERMINAL SPACE ("Lease") is made this ______ day of ________________________, 20__ between the City of Dayton, Ohio ("Lessor"), a municipal corporation and political subdivision in and of the State of Ohio, and Air Wisconsin Airlines LLC, a Delaware limited liability company authorized to conduct business in the State of Ohio ("Lessee").

WITNESSETH THAT:

WHEREAS, Lessor owns and operates the improved real property, known and referred to as the James M. Cox Dayton International Airport ("Airport"), situated in the City of Dayton, County of Montgomery and County of Miami, and State of Ohio; and

WHEREAS, The parties enter into this Lease to set forth the terms and conditions for the lease of certain space within the Terminal Building at the Airport.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the mutual benefits to be derived, IT IS AGREED AS FOLLOWS:

ARTICLE I – LEASED PREMISES

A. Lessor leases to Lessee approximately One Thousand Six Hundred Seventeen (1,617) square feet of office space located in B Concourse of what is commonly referred to as Terminal (hereinafter referred to as "Premises"), as depicted in Exhibit A, which is attached hereto and incorporated herein.

B. By execution hereof, Lessee certifies that it inspected the Premises and accepts same "as-is." LESSOR MAKES NO REPRESENTATION OR WARRANTY AS TO ANY PERSONALTY LOCATED OR OTHERWISE SITUATED ON THE PREMISES, THEIR FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CONDITION. From and after the Effective Date, Lessee is solely responsible for replacement, repair and maintenance.

C. Lessor may at any time relocate or reduce (collectively "modification") the Premises by giving Lessee thirty (30) days advance written notice of modification, together with a copy of a revised Exhibit A-1 and/or Exhibit A-2 indicating the effective date of the modification. On the effective date set forth in the revised Exhibit sent with Lessor’s notice, the then existing Exhibit shall be replaced without necessity of a formal written amendment to this Lease. Notwithstanding the foregoing, Lessor reserves the right to immediately require Lessee to comply with a modification, if such modifications are necessary for the safe, efficient and proper operation of the Airport or to comply with any federal, state or local law, rule, regulation, order, decree or procedure.
ARTICLE II – USE OF PREMISES

A. Lessee shall use the Premises solely for general office purposes and for the storage of non-hazardous materials, supplies and equipment used in connection with said general office duties. Lessee is prohibited from using the Premises to manage, operate or conduct any other business of Lessee or for any other use not authorized in this Lease.

B. Lessee shall actively use the Premises for those purposes at all times during the term of this Lease or cause them to be so used. Lessee shall not at any time abandon or vacate the Premises for a period in excess of five (5) consecutive business days without the prior written consent of Lessor.

C. Lessee agrees that it use of the Premises and all public areas of the Airport shall be subject to all applicable laws, rules, policies, directives and/or procedures as may be issued by any authority having jurisdiction over the Airport, especially those involving security and access to restricted areas of the Airport.

D. Lessee shall not do or permit anything to be done on or about the Premises that conflicts with and/or violates any applicable law, ordinance, rule or regulation. Further, Lessee is prohibited from using or allowing others to use the Premises for any improper, immoral or unlawful purpose.

E. Not later than the date of termination or expiration of this Lease, Lessee shall remove all of its personal property, trade fixtures and equipment from the Premises and repair any damage or injury to the Premises resulting from such removal and restore the Premises to its original state, normal wear and tear excepted.

ARTICLE III – RIGHTS AND OBLIGATIONS OF LESSEE

A. Lessee shall, at its own expense, maintain the Premises, including all improvements and appurtenances, as constructed and existing upon the Premises at the time this Lease was executed, in a presentable condition, normal wear and tear excepted. Lessee shall provide its own interior maintenance and cleaning of the Premises, except as otherwise may be provided by Lessor and specified in this Lease.

B. Lessee shall, at its sole cost and expense, arrange for and ensure that its employees, contractors and agents having routine access to the Premises and those engaged in the performance of its services at the Airport are properly identified with an Airport Security Identification Badge ("Badge"), and that such persons prominently display such Badge at all times while in the Airport’s Security Identification Display Area ("SIDA"), as defined by Title 49 Code of Federal Regulations, Part 1542, as may be amended or revised, and/or the Lessor’s approved Airport security program. Lessee shall comply with, and cause all persons seeking an Airport Badge to comply with, all requirements for the issuance and use of the Airport Badge. Further, Lessee shall waive any claim and indemnify Lessor against any claim involving or related to Lessor’s refusal to issue or revocation of an Airport Badge.
pursuant to applicable laws, rules, regulations, policies and procedures, including the Lessor’s approved Airport security plan.

C. Lessee shall, at its expense, obtain and maintain all licenses, certificates, permits or other authorizations that are or may be required for the conduct of Lessee’s operations at the Airport and/or necessary to comply with the requirements of this Lease and/or in the exercise of any right or obligation granted herein. Lessee, however, will not be held in breach of this requirement during the period Lessee actively pursues, in good faith, available administrative and/or judicial remedies for any dispute or contest related to a required license, certificate, permit or other authorizations.

D. Lessee shall repair or pay for any and all damages to Lessor and its property caused by any wrongful, intentional and/or negligent acts or omissions of Lessee, its agents, representatives or employees, arising out of Lessee’s use or occupancy of the Premises or in the exercise of any right or obligation granted herein.

E. Lessee shall, at its expense, provide and use suitable receptacles for the storing of all trash, garbage and other refuse created in the conduct of its operations at the Airport, or arising from Lessee’s exercise of any right or obligation under this Lease.

F. Lessee shall not erect, allow or permit to be maintained on the Premises, including the exterior of any improvement thereon, or at any other location in the Airport, any billboards or advertising signs, except those which have the prior written approval of Lessor. However, Lessee may maintain on the doorway to the Premises, a sign bearing its name or trade name, in neatly arranged type, with the size and type of sign subject to Lessor’s prior approval.

G. Lessee’s personnel shall be permitted to park their personal automotive vehicles, without charge or at a charge that may be set by the Director of Aviation, during their working hours in an employee parking area designated by Lessor for that purpose. Lessor reserves the right to adopt and implement any such rules, regulations and procedures, regarding employee parking, which Lessee agrees to have its personnel observe and obey.

H. All rights granted herein shall be subject to such ordinances, rules and regulations as now or may hereafter be applied to the operation and/or use of the Airport.

**ARTICLE IV – TERM**

This Lease shall commence upon Execution by the City Manager and shall be effective for a period of five (5) years. The Agreement may be renewed for two (2) additional one (1) year periods upon mutual written agreement between the parties. Notwithstanding anything to the contrary contained herein, either party shall have the right to terminate this Lease, without cause, upon giving thirty (30) days advance written notice.
ARTICLE V – RENTALS

A. Lessee shall pay to Lessor the sum of Eight Thousand Nine Hundred Seventy-Nine Dollars and Seventy-Four cents ($8,979.74) per month, based on a Terminal rate of Sixty-Six Dollars and Sixty-Four cents ($66.64) per square foot. All payments shall be made to:

City of Dayton, Ohio,
P.O. Box 632094,
Cincinnati, Ohio 45263-2094

or such other address as may be specified on Lessor’s invoice.

B. Without waiving any other right or action available to Lessor, if Lessee is delinquent for a period of thirty (30) days or more in paying to Lessor any rental, charge or fee due and owing to Lessor pursuant to this Lease, Lessee shall pay to Lessor a late fee thereon at the rate of two percent (2%) per month from the date such item was due and owing until full payment (plus late fees) has been tendered. Such late fees shall not occur with respect to disputed items being contested in good faith by Lessee.

ARTICLE VI – RIGHTS AND OBLIGATIONS OF LESSOR

A. Lessor has the right to adopt and enforce rules and regulations, with respect to the use of the Airport and facilities thereon, including the Premises, which Lessee shall observe, enforce and obey.

B. Lessor warrants quiet enjoyment of the rights and privileges granted herein, during the term hereof, upon Lessee’s performance of the conditions and obligations specified herein, but subject to Lessor’s rights set forth in Subsection C below.

C. Lessor and its agents and designees shall have the full and unrestricted right, at all times during normal business hours and at all other times upon reasonable notice to Lessee, when possible, to enter the Premises for the purposes of inspecting the Premises, access to the ARINC Radio and doing any and all things which the Lessor is obligated or authorized to do as set forth herein, or which may be deemed necessary for the proper general conduct and operation of the Airport and in the exercise of the Lessor’s police power. This provision shall in no way limit or restrict Lessor’s right to enter upon the Premises in the event of an emergency. Reasonable notice, as used in this subsection, shall in no event be interpreted to require more than twenty-four (24) hour notification.

D. Lessor shall furnish heating during the normal heating season, air conditioning when required generally inside of the Passenger Terminal Building at the Airport, and electricity for the operation of small electrical devices used by Lessee on the Premises.

E. Lessor will remove, as part of its normal janitorial service operation provided in the Terminal Building at the Airport for other tenants, general trash, garbage and refuse from
the Premises. For purposes of this provision, “general trash, garbage and refuse” specifically excludes construction, renovation, removal or relocation debris and materials.

ARTICLE VII – NON-DISCRIMINATION COVENANTS

A. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on the Premises described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Effectuation of Title VI of the Civil Rights Act of 1964, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (“49 C.F.R. Part 21”), and as said regulations may be amended, superseded or modified.

B. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21 and as said regulations as may be amended, superseded or modified.

C. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess the Premises and facilities thereon and hold the same as if said Agreement had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing in this Article shall prevent Lessee from exhausting all administrative and/or judicial remedies available to Lessee in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

ARTICLE VIII – INSURANCE AND INDEMNITY

A. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, employees, agents and volunteers, from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any accident or damages arising from, or in any way connected with, Lessee's use or occupancy of the Premises or any condition of the Premises and/or Lessee's exercise of any
right granted herein and/or Lessee’s performance for breach or default in the performance of any obligation to be performed pursuant to this Lease, and/or any wrongful, intentional or negligent act or omission of Lessee, its agents, contractors and employees.

B. In the event Lessee, its agents, contractors or employees violate any security measure at the Airport, including, but not limited to, any Federal Aviation Administration or Transportation Security Administration security laws, rules, regulations, orders or directives, Lessee shall assume full and complete responsibility for such violations, including payment of any penalty imposed, and shall defend, indemnify and hold the City, its elected officials, officers, agents and employees harmless therefrom.

C. Lessee shall defend, indemnify and hold harmless Lessor, its elected officials, officers, employees, agents and volunteers, from and against any mechanics or other lien or order for the payment of money filed against the Premises, Lessor or any property of Lessor, arising out of any act or omission of Lessee or anyone claiming through or under Lessee. Lessee shall, at Lessee’s expense, cause the same to be cancelled or discharged of record and shall save and hold harmless Lessor from and against any and all costs, expense, claims, losses or damages including reasonable counsel fees resulting therefrom or by reason thereof.

D. Lessee shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an “A” rating by “Best’s Insurance Guide” (or its successor), Comprehensive General Liability insurance in a sum of not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage. Current certificate(s) of insurance for each policy or concurrent policies of insurance required hereunder shall be furnished to Lessor. Such policies shall name the City of Dayton, Ohio, its elected officials, officers, agents, employees and volunteers as additional insureds and provide written notice of cancellation to Lessor at least thirty (30) days prior to the effective date of cancellation. In addition, Lessee shall maintain Workers’ Compensation Insurance, in such amounts prescribed by Ohio law, for each of its employees and shall require its contractors and agents engaged to provide any services at the Airport to procure and maintain same.

ARTICLE IX – ASSIGNMENT AND SUBLETTING

Lessee shall not sell, assign or transfer this Lease or sublet or underlet the Premises or any portion thereof without the prior written consent of Lessor. Any such sale, assignment, transfer, sublet or underlet in violation hereof is void.

ARTICLE X – TERMINATION BY LESSEE

A. In addition to all other remedies available to Lessee, this Lease is subject to termination by Lessee should any one or more of the following events occur:

1. The issuance of an injunction, order or decree by a court of competent jurisdiction against Lessor preventing or restraining the occupancy and/or use of the Passenger
Terminal Building at the Airport as an airport facility, unless such injunction, order or decree is vacated or stayed within thirty (30) days from the date of issuance; or

2. The Lessor defaults in the performance of any material covenant or condition required to be performed by it herein, and Lessor fails to remedy such default or to take prompt action to remedy such default, within a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. If by reason of the nature of such default it cannot be remedied by Lessor within the thirty (30) day period, Lessee may terminate this Lease only if the Lessor shall have failed to commence the remediing of such default within the thirty (30) day period following such written demand, or having so commenced, fails thereafter to continue with diligence the remediing thereof.

B. Lessee may terminate this Lease at any time and without cause by providing thirty (30) days prior written notice to Lessor.

ARTICLE XI – TERMINATION BY LESSOR

A. In addition to all other remedies available to Lessor hereunder or at law, Lessor may immediately terminate this Lease should any one or more of the following events occur:

1. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction;

2. If Lessee is divested of its rights, powers and privileges under this Lease by operation of law;

3. If Lessee fails to make any payments required of it hereunder at the times and in the amounts as required of it under this Lease and said default is not cured by tendering the full amounts due and owing within fifteen (15) days after Lessor notifies Lessee in writing of the default in payment(s);

4. If Lessee fails to perform, keep and observe the covenants and conditions contained in this Lease to be performed, kept and observed by it, but excluding non-payment of the rents, charges and fees (see subsection A(3) above), and the failure is not cured within thirty (30) days after Lessor notifies Lessee in writing of said failure; or

5. Violation by Lessee, its agents or employees, of applicable laws, ordinances, codes, orders, rules and regulations, or revocations of permits or licenses required in the performance of this Lease, if the same is not corrected or action taken to correct, within thirty (30) days after Lessee's receipt of written notice, which shall state in detail the violation.

B. In the event the Lessor terminates this Lease, Lessee shall have no further rights hereunder and shall thereupon immediately vacate the Premises and shall have no further rights or claims thereto.
C. Lessor may terminate this Lease at any time and without cause by providing thirty (30) days prior written notice to Lessee.

ARTICLE XII – HOLDING OVER

In the event that Lessee holds over and remains in possession of the Premises and rights granted herein after expiration of this Lease, and without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month-to-month, which may be terminated at any time by Lessor or Lessee.

ARTICLE XIII – INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Lease; provided that the validity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XIV – WAIVER

A. No waiver by either party of any provisions of this Lease is effective unless expressed in writing and signed by a duly authorized representative of the Lessor or Lessee, as the case may be. Further, no waiver by either party of any of the terms, conditions, covenants or promises of this Lease or noncompliance therewith shall be deemed a waiver at any time thereafter of the same or any other term, condition, covenant or promise nor of the strict and prompt performance thereof by the other. Receipt by Lessor of payments due hereunder with knowledge of the breach by Lessee of any covenant hereof shall not be deemed a waiver of such breach.

B. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XV – GENERAL PROVISIONS

A. The term Lessor, as used in this Lease, means the City of Dayton, Ohio and where this Lease speaks of approval and consent by Lessor, such approval is understood to be manifested by act of Lessor's Director of Aviation, except as otherwise expressly stated in this Lease. Whenever in this Lease the approval or consent of Lessor is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed.

B. Notices to Lessor provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:
or such other address as Lessor shall direct in writing.

C. Notices to Lessee provided for in this Lease shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Air Wisconsin Airlines LLC  
W6390 Challenger Drive, Suite 203  
Appleton, WI 54915

or such other address as Lessee shall direct in writing.

D. Lessee represents that it has carefully reviewed the terms and conditions of this Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent which said terms and conditions apply to its activities as authorized and required by this Lease.

E. Any headings of this Lease are for convenience of reference only and do not define or limit the provisions thereof. All section references, unless otherwise expressly indicated, are to sections in this Lease. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.

F. By execution of this Lease, Lessee irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.

G. Lessee (and any person claiming by or through Lessee) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the City under this Lease, and not any other funds or assets of the City of Dayton whatsoever. “Airport discretionary funds” do not include federal, state and/or local grant and earmark funds (i.e. AIP grants) or other Airport revenues or funds that may only be used or must be held for specific purposes (i.e. landing fees, customer and passenger facility charges, bond funds and reserve).
H. Neither Lessee nor any contractor of Lessee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the Lessor's ownership of fee title to the Premises.

I. The parties may amend or modify this Lease, at any time, provided that such amendment or modification makes specific reference to this Lease, is executed in writing, signed by a duly authorized representative of Lessor and Lessee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

J. This Lease represents the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Lease. This Lease supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Lease.

K. This Lease is 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.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, Lessor and Lessee, each by a duly authorized representative, have executed this Lease as of the date first above written.

AIR WISCONSIN AIRLINE LLC

By:  

Title: Chief Financial Officer

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:
☑ Recoverable Signature

X John Musto for
City Attorney

Signed by: Musto, John

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

----------, 2021

Min/Bk. ________ Pg. ____

Clerk of the Commission
City Manager’s Report

From 6320 - Fire/Emergency Services
Supplier, Vendor, Company, Individual
Name Dayton Public Schools
Address 136 S. Ludlow St.
Dayton, OH 45402

Date September 15, 2021
Expense Type Other (See Description Below)
Total Amount $122,010.00 thru 7-31-2023

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>10000-6320-22606-71</td>
<td>$122,010.00</td>
</tr>
</tbody>
</table>

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

Description

Service Agreement between the City of Dayton and Dayton Public Schools

The Dayton Fire Department (DFD) is requesting to enter into an agreement with Dayton Public Schools (DPS) allowing a DFD firefighter to serve as a Fire Instructor during the 2021-2022 and 2022-2023 academic school years. DPS shall pay to the City an amount not to exceed $122,010.00 ($61,005.00 per year) for the Fire Instructor’s services. This payment covers salary and tuition costs for courses in the professional development program at the Ohio State University that is necessary for the Fire Instructor to obtain licensure. The City shall invoice DPS annually for the cost of the Fire Instructor services.

The term for this agreement shall commence upon approval and terminate July 31, 2023.

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

A Certificate of Revenue and a copy of the agreement are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
Digital Version Updated 04/2020
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Dayton Public Schools, Attn: Accounts Payable
Address 136 S Ludlow St.
City Dayton State OH Zip+4 45402
Customer # 316000784 Address Location #
Federal ID# 316000784

Revenue Information: Fund 10000 Organization 6320 Revenue 22606 Program 71

Contract Information: Contract Start Date 9/1/2021 Contract Expiration Date Jul 31, 2023

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) 
Other (explain) 2 payments: Oct 2021 $61,005.00 & Oct 2022 $61,005.00
Rate Change Date N/A Rate Change Amount N/A

Description of Services (wording on invoice):

Payment to the City of Dayton for the Fire Instructor’s salary and tuition reimbursement necessary for instructor license; an initial payment of $61,005.00 invoiced Oct 2021 and the remaining payment of $61,005.00 to be invoiced in Oct 2022 for a total receipt in the amount of $122,010.00

______________________________
Lykins, Jeff
Digitally signed by Lykins, Jeff
Date: 2021.09.02 09:57:58 -04'00'

TO BE COMPLETED BY FINANCE

Revenue Contract Number 13-0784 Auditor D Billy Date 9.2.2021

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]
AGREEMENT FOR SHARED SERVICES

THIS AGREEMENT FOR SHARED SERVICES ("Agreement"), made and entered into this ___ day of _____, 2021 by and between the DAYTON PUBLIC SCHOOLS (hereinafter, "DPS"), and the CITY OF DAYTON, OHIO (hereinafter, "City").

WHEREAS, DPS desires that City provide the services of Jeremy Carnes of City's Fire Department to serve as a Fire Instructor for DPS.

NOW THEREFORE, for and in consideration of the promises and of the mutual agreements hereinafter contained, the Parties hereby agree as follows:

Section 1. Beginning upon execution of the agreement and continuing through the 2021-2022 and 2022-2023 school years, the City will provide the services of Jeremy Carnes to serve as a Fire Instructor at DPS (hereinafter referred to as "Fire Instructor").

Section 2. DPS shall pay the City, an amount not to exceed One Hundred and Twenty-Two Thousand Ten Dollars and Zero Cents ($122,010.00) for the Fire Instructor's services. This payment covers salary and tuition costs for courses in the professional development program at the Ohio State University that is necessary for the Fire Instructor to obtain his or her license. Upon request from the City, DPS will pay the City Sixty-One Thousand and Five Dollars and Zero Cents ($61,005.00). The City shall invoice DPS annually for the remaining costs of the Fire Instructor services and tuition costs. DPS shall pay the City within thirty (30) days of the date of the invoice.

Section 3. The Fire Instructor shall at all times be employed by the City and at no time is Fire Instructor to be considered an agent or an employee of DPS. The City shall be responsible for all compensation, benefits, retirement benefits, liability insurance, and workers compensation liability related to the Fire Instructor.

Section 4. If Jeremy Carnes is unable to perform the Fire Instructor services, DPS and the City shall mutually agree on a replacement Fire Instructor. The parties agree to meet and confer in good faith to resolve any disputes regarding the selection of a Fire Instructor. If, in DPS's reasonable judgment, any Fire Instructor (including Jeremy Carnes) is not meeting the objectives set forth by DPS, DPS shall notify the City, and the parties shall mutually agree on another person to replace the then current Fire Instructor.

Section 5. The Fire Instructor shall perform all duties as assigned by the DPS Superintendent or designee. The Fire Instructor shall be subject to the rules, policies, and procedures of DPS. The Fire Instructor shall devote such time, skill, labor, and attention as are necessary to appropriately perform the services to be rendered pursuant to this Agreement.
Section 6. The Fire Instructor, at all times, shall furnish DPS with evidence of his or her maintaining, throughout the life of this Agreement, a valid and appropriate certificate/license to act as a firefighter in accordance with the laws of the State of Ohio.

Section 7. The Fire Instructor agrees to comply with all federal and state student privacy laws, including but not limited to FERPA, 20 U.S.C. § 1232g, and R.C. 3319.321.

Section 8. The City of Dayton maintains a self-insurance program pursuant to Ohio Revised Code §2744.02. The City of Dayton is self-insured against its and its employees' potential liability in damages in civil actions for injury, death, or loss to persons or property allegedly caused by an act or omission of the political subdivision or any of its employees in connection with a governmental or proprietary function.

Section 9. The term of this agreement will begin upon execution by all parties and end on July 31, 2023. Either party may terminate this Agreement at any time upon thirty (30) days' written notice.

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

Elizabeth J. Lolli, Ph.D.  
Dr. Elizabeth J. Lolli  
Superintendent, DPS  
9/1/2021  
Date

City Manager  
The City of Dayton, Ohio  

APPROVED AS TO FORM AND CORRECTNESS:  

City Manager  

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

Min. / Bk. Pg.  

Clerk of the Commission
Contract between Dayton Public Schools and City of Dayton Fire Department. approved August 17, 2021.

DAYTON CITY SCHOOL DISTRICT

By: ___________________________ September 1, 2021
Mohamed Al-Hamdani
President
Dayton Board of Education

By: ___________________________ September 1, 2021
Hiwot Abraha
Treasurer
Dayton Public Schools

Date

Date
City Manager's Report

From: 6210 - Police Director
Supplier, Vendor, Company, Individual: Dayton Public Schools
Name: Dayton Public Schools
Address: 136 S Ludlow St.
          Dayton, OH 45402

Date: September 15, 2021
Expense Type: Other (See Description Below)
Total Amount: $107,400.00 thru 7/31/2023

Fund Source(s)       Fund Code(s)                     Fund Amount(s)
General Fund          10000-6210-22606-71                107,400.00

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

Description

Service Agreement between City of Dayton and Dayton Public Schools

The Dayton Police Department (DPD) is requesting to enter into an agreement with Dayton Public Schools (DPS) allowing a DPD officer to serve as a Police Instructor during the 2021-2022 and 2022-2023 academic school years. DPS shall pay the City an amount not to exceed $107,400.00 ($53,700.00 per year) for the Police Instructor's services. This payment covers salary and tuition costs for courses in the professional development program necessary for the Police Instructor to obtain licensure. The City shall invoice DPS annually for the cost of the Police Instructor services.

The term for this agreement shall commence upon approval and terminate July 31, 2023.

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

A Certificate of Revenue and a copy of the agreement are attached.

E-SIGNED by Paul Saunders
on 2021-09-02 08:50:52 EDT

E-SIGNED by Eric Henderson
on 2021-09-02 09:39:05 EDT

Form No. MS-16

Signatures/Approval
Approved by City Commission

Clerk

Date

Updated 10/2019
Digital Version Updated 04/2020
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:
Name: Dayton Public Schools, Attn: Accounts Payable
Address: 136 S Ludlow St.

City: Dayton State: OH Zip+4: 45402
Customer #: 316000784 Address Location #: ________

Federal ID#: 316000784

Revenue Information:
Fund: 10000 Organization: 6210 Revenue: 22606 Program: 71

Contract Information:
Contract Start Date: Upon Approval Contract Expiration Date: Jul 31, 2023

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) ____________________________

Other (explain) 2 payments: Oct 2021 $53,700.00 & Oct 2022 $53,700.00

Rate Change Date: N/A Rate Change Amount: N/A

Description of Services (wording on invoice):

Payment to the City of Dayton for the Police Instructor’s salary and tuition reimbursement necessary for instructor license; an initial payment of $53,700.00 invoiced Oct 2021 and the remaining payment of $53,700.00 to be invoiced in Oct 2022 for a total receipt in the amount of $107,400.00.

Departmental Approval: E-SIGNED by Eric Henderson on 2021-09-03 16:44:05 EDT

TO BE COMPLETED BY FINANCE

Revenue Contract Number: 5-0784 Auditor: DBilly Date: 9/7/2021

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)
AGREEMENT FOR SHARED SERVICES

THIS AGREEMENT FOR SHARED SERVICES ("Agreement"), made and entered into this __ day of __________ 2021, by and among the DAYTON PUBLIC SCHOOLS (hereinafter, "DPS"), and the CITY OF DAYTON, OHIO (hereinafter, "City").

WHEREAS, DPS desires that the City provide the services of Leatha Savage of the City’s Police Department to serve as a Police Instructor for DPS.

NOW THEREFORE, for and in consideration of the promises and of the mutual agreements hereinafter contained, the Parties hereby agree as follows:

Section 1. For the 2021-2022 and 2022-2023 DPS school years, the City will provide the services of Leatha Savage to serve as a Police Instructor at DPS (hereinafter referred to as "Police Instructor").

Section 2. DPS shall pay the City, an amount not to exceed One Hundred and Seven Thousand and Four Hundred Dollars and Zero Cents ($107,400.00) for the Police Instructor’s services. This payment covers salary and tuition costs for courses in the professional development program that is necessary for the Police Instructor to obtain his or her license. Upon request from the City, DPS will pay the City Fifty-Three Thousand Seven Hundred Dollars and Zero Cents ($53,700.00). The City shall invoice DPS annually for the remaining costs of the Police Instructor services and tuition costs. DPS shall pay the City within thirty (30) days of the date of the invoice.

Section 3. The Police Instructor shall always be employed by the City and at no time is Police Instructor to be considered an agent or an employee of DPS. The City shall be responsible for all compensation, benefits, retirement benefits, liability insurance, and workers compensation liability related to the Police Instructor.

Section 4. If Leatha Savage is unable to perform the Police Instructor services, DPS and the City shall mutually agree on a replacement Police Instructor. The parties agree to meet and confer in good faith to resolve any disputes regarding the selection of a Police Instructor. If, in DPS's reasonable judgment, any Police Instructor (including Leatha Savage) is not meeting the objectives set forth by DPS, DPS shall notify the City, and the parties shall mutually agree on another person to replace the then current Police Instructor.

Section 5. The Police Instructor shall perform all duties as assigned by the DPS Superintendent or designee. The Police Instructor shall be subject to the rules, policies, and procedures of DPS. The Police Instructor shall devote such time, skill, labor, and attention as are necessary to appropriately perform the services to be rendered pursuant to this Agreement.
Section 6. The Police Instructor, at all times, shall furnish DPS with evidence of his or her maintaining, throughout the life of this Agreement, a valid and appropriate certificate/license to act as a police officer in accordance with the laws of the State of Ohio.

Section 7. The Police Instructor agrees to comply with all federal and state student privacy laws, including but not limited to FERPA, 20 U.S.C. § 1232g, and R.C. 3319.321.

Section 8. The City of Dayton maintains a self-insurance program pursuant to Ohio Revised Code §2744.02. The City of Dayton is self-insured against its and its employees’ potential liability in damages in civil actions for injury, death, or loss to persons or property allegedly caused by an act or omission of the political subdivision or any of its employees in connection with a governmental or proprietary function.

Section 9. The term of this agreement is for a period commencing upon execution of the agreement and ending on July 31, 2023. DPS may terminate this Agreement at any time upon thirty (30) days’ notice.

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

Elizabeth J. Lolli, Ph.D.
Dr. Elizabeth J. Lolli
Superintendent, DPS

Date

City Manager
The City of Dayton, Ohio

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

__________________________________, 2021

Min. / Bk. _____ Pg. _____

Clerk of the Commission
X John Musto for

City Attorney

Signed by: Musto, John
Contract between Dayton Public Schools and City of Dayton Police Department. approved August 17, 2021.

DAYTON CITY SCHOOL DISTRICT

By: ________________________________  September 1, 2021

Mohamed Al-Hamdani  Date
President
Dayton Board of Education

By: ________________________________  September 1, 2021

Hiwot Abraha  Date
Treasurer
Dayton Public Schools
AN ORDINANCE

Appropriating Property Designated as Parcels 10 T, 13 T, 16 T, 24 T, and 28 T in Connection with the West Hillcrest Sidewalk Phase 2 Project, and Declaring an Emergency.

WHEREAS, This Commission, by Resolution No. 6457-21, adopted on June 23, 2021, declared its intention to appropriate the real property interests hereinafter described ("Property") in connection with the West Hillcrest Sidewalk Phase 2 Project, ("Project"); and

WHEREAS, The property being appropriated is for the Project to construct a walk on West Hillcrest Avenue from Elsmere Avenue to Philadelphia Drive that is open to the public without charge; and

WHEREAS, The owners of the parcels comprising the Property are unable to come to an agreement with City or are unable to deliver clear title to the City; and

WHEREAS, The total appraised value of the parcels comprising the Property is $1,512.00; and

WHEREAS, The estimated filing fees and other costs in connection with assessing the compensation to be paid for the Property are in the amount of $2,500.00; and

WHEREAS, The City must acquire to acquire the Property for the Project at the earliest date possible, it is necessary for the immediate preservation of the public peace, property, health and safety, that this ordinance take effect immediately upon passage to avoid delay in completing the Project; now, therefore,

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

Section 1. That the Commission hereby appropriates, for the purposes stated in the preamble hereof, a temporary construction easements in, under, over, and through the real property described in Exhibits marked "A", "C", "D", "E" and "G" attached hereto (collectively, the "Property"), the owners of record and the appraised value for the real property being as follows:

Parcel 10 T
Deed Holders: Raymond C. Geiger and Marian G. Dorrough
Appraised Value: $300.00
BPI: R72-113-08-0001

Parcel 13 T
Deed Holders: Nellie M. McCloud
Appraised Value: $300.00
BPI: R72-113-08-0003

Parcel 16 T
Deed Holders: Akil Kontar
Appraised Value: $300.00
BPI: R72-113-08-0006
Parcel 24 T
Deed Holders: Joanna R. Meriweather, ET Al for Alexandria N., Burchett, Marvin L. Hodge, and Richard T. Hodge
Appraised Value: $312.00
BPI: R72-113-07-0005

Parcel 28 T
Deed Holders: Mafalda Senatin
Appraised Value: $300.00
BPI: R72-113-07-0001

Section 2. That the City Attorney is hereby authorized and directed to apply to the Court of Common Pleas, Montgomery County, Ohio, for the purpose of assessing the compensation to be paid for each parcel of the Property.

Section 3. That the costs and expense for the appropriation described herein shall be paid out of the following account:

WEST HILLCREST SIDEWALK PHASE 2
41486-6450-1421-54
ONE THOUSAND FIVE HUNDRED TWELVE DOLLARS
($1,5112.00)

Section 4. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission.............................., 2021

Signed by the Mayor................................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
EXHIBIT A

PARCEL 10-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

(Surveyor's description of the premises follows)

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, part of Dayton City Lot 47592 and also part of a 0.3042 acre tract as described in a deed to Raymond C. Geiger and Marian G. Dorough in DMF 82-084B11 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer's Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46' 25" East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 170.26 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave. being the northeasterly corner of said 0.3042 acre tract and the northwesterly corner of 0.24 acre tract as described in a deed to Dayton Capital Investments, LLC in I.R. Deed 13-00034829, having a centerline Sta. 54+50.26~25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence South 00° 39’ 08” East, following the easterly line of said 0.3042 acre tract and the westerly line of said 0.24 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 54+50.29~30.00’ Rt.;
EXHIBIT A

Thence South 89° 46' 25" West, passing through said 0.3042 acre tract, for a distance of 125.12 feet to the easterly right of way of Philadelphia Drive, R/W varies, and the westerly line of said 0.3042 acre tract, having a centerline Sta. 53+25.17~30.00’ Rt.;

Thence North 00° 33' 24" West, following the easterly right of way of Philadelphia and the westerly line of said 0.3042 acre tract, for a distance of 5.00 feet to the southerly right of way of W. Hillcrest Ave., having a centerline Sta. 53+25.14--25.00’ Rt.;

Thence North 89° 46’ 25” East, following the southerly right of way of W. Hillcrest Ave. and the northerly line of said 0.3042 acre tract, for a distance of 125.11 feet to the True Place of Beginning and containing 626 square feet or 0.014 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11308 0001, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT C

PARCEL 13-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, part of Dayton City Lot 47594 and also part of a 0.3278 acre tract as described in a deed to Nellie M. McCloud in DMF 73-402D05 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46' 25" East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 274.48 feet to a point;

Thence South 00° 13' 35" East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave., being the northwesterly corner of said 0.3278 acre tract and the northeasterly corner of a 0.1192 acre tract as described in a deed to Miami Valley Hospital (Good Samaritan Hospital & Health Center) in DMF 94-384D02, having a centerline Sta. 55+54.48~25.00' Rt. and also being the True Place of Beginning of the parcel herein described;

Thence North 89° 46' 25" East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.3278 acre tract, for a distance of 83.62 feet to the easterly line of said 0.3278 acre tract and the westerly line of a 0.1755 acre tract as described in a deed to Betty J. Owens in DMF 97-025E10, having a centerline Sta. 56+38.10~25.00’ Rt.;
Thence South 00° 53' 29" East, following the easterly line of said 0.3278 acre tract and the westerly line of said 0.1755 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 56+38.16-30.00' Rt.;

Thence South 89° 46' 25" West, passing through said 0.3278 acre tract, for a distance of 83.64 feet to the westerly line of said 0.3278 acre tract and the easterly line of said 0.1192 acre tract, having a centerline Sta. 55+54.51-30.00' Rt.;

Thence North 00° 38' 25" West, following the westerly line of said 0.3278 acre tract and the easterly line of said 0.1192 acre tract, for a distance of 5.00 feet to the True Place of Beginning and containing 418 square feet or 0.010 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11308 0003, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46' 25" East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT D

PARCEL 16-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, part of
Dayton City Lot 44597 and also part of a 0.2409 acre tract as described in a deed to Akil Kontar
in I.R. Deed 19-00031228 (All records are on file at the Montgomery County Recorder’s Office,
Montgomery County, Ohio) and said parcel being more fully described as follows:

Commenc ing at Montgomery County Engineer’s Office Section Corner Monument Record No.
SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of
survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and
as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City
of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly
line of Section 20, for a distance of 502.07 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W.
Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the
southerly right of way of W. Hillcrest Ave. being the northeasterly corner of said 0.2409 acre
tract and the northwesterly corner of a 0.1974 acre tract as described in a deed to Barbara Beach
in DMF 87-662A08, having a centerline Sta. 57+82.07~25.00’ Rt. and also being the True
Place of Beginning of the parcel herein described;

Thence South 01° 05’ 01” East, following the easterly line of said 0.2409 acre tract and the
westerly line of said 0.1974 acre tract, for a distance of 5.00 feet to a point, having a centerline
Sta. 57+82.14~30.00’ Rt.;

Thence South 89° 46’ 25” West, passing through said 0.2409 acre tract, for a distance of 59.99
feet to the westerly line of said 0.2409 acre tract and the easterly line of a 0.1755 acre tract as
described in a deed to Jackie Rickett in DMF 78-213E01, having a centerline Sta. 57+22.16~30.00’ Rt.;

Thence North 00° 53’ 26” West, following the westerly line of said 0.2409 acre tract and the easterly line of said 0.1755, for a distance of 5.00 feet to a 1” iron pin found on the southerly line of W. Hillcrest Ave., having a centerline Sta. 57+22.10~25.00’ Rt.;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.2409 acre tract, for a distance of 59.97 feet to the True Place of Beginning and containing 300 square feet or 0.007 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11308 0006, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46’ 25” East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 5 of Highland Heights Plat of Leonard Rausch & Co. in Plat Book ‘J’ page 63, Dayton City Lot 44595 and also part of a 0.1065 acre tract as described in a deed to Joanna R. Meriweather, Alexandria N. Burchett, Marvin L. Hodge and Richard T. Hodge in I.R. Deed 14-00005124 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 779.53 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave. being the northwesterly corner of said 0.1065 acre tract and the northeasterly corner of 0.1065 acre tract as described in a deed to Shonda R. Johnson in DMF 96-703E07, having a centerline Sta. 60+59.53–25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.1065, for a distance of 38.97 feet to the westerly right of way of Benson Drive, 50’ R/W, having a centerline Sta. 60+98.50–25.00’ Rt.;
EXHIBIT E

LFA RX 887 T

Thence South 01° 02' 41" East, following the westerly line of Benson Drive and the easterly line of said 0.1065 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 60+98.57–30.00' Rt.;

Thence South 89° 46' 25" West, passing through said 0.1065 acre tract, for a distance of 38.97 feet to the westerly line of said 0.1065 acre Meriwether tract and the easterly line of said 0.1065 acre Johnson tract, having a centerline Sta. 60+59.60–30.00' Rt.;

Thence North 01° 03' 18" West, following the westerly line of said 0.1065 acre Meriwether tract and the easterly line of said 0.1065 acre Johnson tract, for a distance of 5.00 feet to the True Place of Beginning and containing 195 square feet or 0.004 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 113070005, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46' 25" East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT G

PARCEL 28-T
MOT-HILLCREST
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 20, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 1 of Highland Heights Plat of Leonard Rausch & Co. in Plat Book ‘J’ page 63, Dayton City Lot 44591 and also part of a 0.1065 acre tract as described in a deed to Mafalda Senatin in I.R. Deed 06-088058 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at Montgomery County Engineer’s Office Section Corner Monument Record No. SCO908, said monument being the northwesterly corner of Section 20 and on the centerline of survey and right of way of W. Hillcrest Ave., R/W varies, having a centerline Sta. 52+80.00 and as shown in MOT-HILLCREST Right of Way plans prepared by ms consultants, inc. for the City of Dayton;

Thence North 89° 46’ 25” East, following the centerline of W. Hillcrest Ave. and the northerly line of Section 20, for a distance of 985.36 feet to a point;

Thence South 00° 13’ 35” East, leaving said centerline, crossing the southerly right of way of W. Hillcrest Ave. and perpendicular to the previous course, for a distance of 25.00 feet to the southerly right of way of W. Hillcrest Ave. being the northwesterly corner of said 0.1065 acre tract and the northeasterly corner of a 0.1065 acre tract as described in a deed to Joseph C. Lucas, Trustee in I.R. Deed 19-00010655, having a centerline Sta. 62+65.36~25.00’ Rt. and also being the True Place of Beginning of the parcel herein described;

Thence North 89° 46’ 25” East, following the southerly line of W. Hillcrest Ave. and the northerly line of said 0.1065 acre Senatin tract, for a distance of 38.95 feet to the northeasterly corner of said 0.1065 acre Senatin tract and the westerly line of a 0.284 acre tract as described in a deed to American Lion Realty Group, LLC in I.R. Deed 19-00049266, having a centerline Sta. 63+04.31~25.00’ Rt.;
EXHIBIT G

LPA RX 887 T

Thence South 01° 02' 53" East, following the easterly line of said 0.1065 acre Senatin tract and the westerly line of said 0.284 acre tract, for a distance of 5.00 feet to a point, having a centerline Sta. 63+04.38-30.00' Rt.;

Thence South 89° 46' 25" West, passing through said Senatin tract, for a distance of 38.95 to the westerly line of said Senatin tract and the easterly line of said 0.1065 acre Lucas tract, having a centerline Sta. 62+26.48-30.00' Rt.;

Thence North 01° 02' 47" West, following the westerly line of said Senatin tract and the easterly line of said Lucas tract, for a distance of 5.00 feet to the True Place of Beginning and containing 195 square feet or 0.004 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 11307 0001, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of W. Hillcrest Ave., North line of Section 20, as being North 89° 46' 25" East as established by an actual field survey performed by ms consultants, inc. in September, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

09/02/20
A RESOLUTION

Authorizing the City Manager to Apply for, Accept, and Enter Into State of Ohio Water and Wastewater Infrastructure Grant Agreements on Behalf of the City of Dayton, Ohio for construction and/or design projects, and Declaring an Emergency.

WHEREAS, The Federal American Rescue Plan Act provides funding to the State of Ohio to help Ohio communities make necessary investments in water and wastewater infrastructure; and,

WHEREAS, The State of Ohio House Bill 168, effective June 29, 2021, appropriates $250 million in FY 2022 for the Water and Sewer Quality Program to provide grants to political subdivisions for water and sewer quality projects; and

WHEREAS, The State of Ohio is administering the Water and Wastewater Infrastructure Grant Program through the Ohio Department of Development in partnership with Ohio Environmental Protection Agency; and,

WHEREAS, The Department of Water through its asset management and capital improvement programs has identified multiple projects meeting the grant criteria; and

WHEREAS, The City of Dayton intends to apply to the State of Ohio Water and Wastewater Infrastructure Grant program; and,

WHEREAS, Applications received by the State of Ohio Water and Wastewater Infrastructure Grant Program will be reviewed and scored as applications are received and awards will be given until funds are depleted; and,

WHEREAS, The State of Ohio requires an authorized representative to submit the grant application, to execute the grant agreement, and to submit requests for grant disbursements, etc.; and,

WHEREAS, For the immediate preservation of the public property, health and safety, and the usual operations of City departments, it is necessary that this Resolution take effect immediately now, therefore.

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

Section 1. That the City Manager, or her designee, be and is hereby authorized, to apply for State of Ohio Water and Wastewater Infrastructure Grants and execute any and all necessary documents for such construction and/or design projects meeting the grant criteria.
Section 2. For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION......................, 2021

SIGNED BY THE MAYOR............................., 2021

Mayor of the City of Dayton, Ohio

Attest:

__________________________
Clerk of Commission

Approved as to form:

__________________________
City Attorney
MEMORANDUM

DATE: September 1, 2021

TO: Shelley Dickstein, City Manager
    City of Dayton

FROM: Michael Powell, Director
       Department of Water

SUBJECT: Ohio HB 168 Water and Wastewater Infrastructure Grant

The Department of Water requests passage of a resolution granting the City Manager or her designatee the authority to apply for the State of Ohio Water and Infrastructure Grants and execute any and all documents for such construction and/or design projects meeting the grant criteria. The resolution has been reviewed and approved by the Department of Law.

Ohio HB 168, effective June 29, 2021, provides for the appropriation of $250 million of American Rescue Plan Act funds in FY 2022 for water and wastewater infrastructure. The program is being administered by the Ohio Department of Development in partnership with the Ohio EPA.

Scoring criteria include project information, inclusion on County Engineer’s priority list, economically disadvantaged community, addressing water quality and/or public health concerns, project readiness, project match (if the community is economically disadvantaged, project match points will be awarded), and supporting documentation.

Revenue to the City will be dependent upon grant award(s). The Department of Water plans to submit multiple projects to this grant program upon approval by the City Commission. The total award amount could vary from $0.00 to as much as $20 million. The Department of Water anticipates an award for the Wolf Creek Trunks Liner project with an estimated construction cost of $3.5 million as the project was ranked second on the Montgomery County Engineer’s priority list of ten projects.

If you would like additional information, please contact Rosalind Bertolo at Rosalind.Bertolo@DaytonOhio.gov or (937) 333-3755.

Attachment

pc: Aaron Zonin
    Kena Crist
    Rosalind Bertolo
    File
A RESOLUTION

Declaring the Intention of the Commission to Vacate
Jackson Boulevard, Milwaukee Avenue, Windsor Street,
Leeland Street, Florida Avenue, St. Clair Avenue, Island
Park Avenue, Boden Street and associated alleys within the
grounds of Carillion Historical Park.

WHEREAS, The vacation of the Jackson Boulevard, Milwaukee Avenue,
Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue,
Boden Street) and associated alleys within the grounds of Carillion Historical Parkas
described herein will enable the abutting property owners to develop 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 the
Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue,
St. Clair Avenue, Island Park Avenue, Boden Street more particularly bounded and
described in as follows:

Being all of the Jackson Blvd (60' ROW), Milwaukee Ave (50' ROW),
Windsor St (50' ROW), Leeland St (50' ROW), Florida Ave (50' ROW), St.
Clair Ave (50' ROW), Island Park Ave (60' ROW), Boden St (50' ROW) and
associated alleys within the grounds of Carillion Historical Park

Adopted by the Commission .........................., 2021

Signed by the Mayor .............................., 2021

Mayor, City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
September 1, 2021

TO: Shelley Dickstein  
City Manager

FROM: Joseph Weinle, Chief Engineer  
Division of Civil Engineering

SUBJECT: The Vacation of Jackson Boulevard, Milwaukee Avenue, Windsor Street, Leeland Street, Florida Avenue, St. Clair Avenue, Island Park Avenue, Boden Street and associated alleys within the grounds of Carillion Historical Park

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. 21590 requesting the vacation was received from Dayton History Inc. on August 19, 2021. The vacation will clean up the property that is no longer used as public right of way.

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

JRW

Attachments

cc: Mr. Parlette  
Ms. Lofton  
Mr. Stovall  
Department of Planning  
Department of Law  
Clerk of Commission  
Secretary / Board of Revision of Assessments
July 21, 2021

Coolidge Wall
c/o Shannon Costello
33 W First Street
Dayton, OH 45402

Re: PLN2021-00285 – Public Way Vacation: Carillon Park

Meeting Date: July 13, 2021 Decision: Approved as Submitted

Case Description: A request to vacate Jackson Blvd (60' ROW), Milwaukee Ave (50' ROW), Windsor St (50' ROW), Leeland St (50' ROW), Florida Ave (50' ROW), St. Clair Ave (50' ROW), Island Park Ave (60' ROW), Boden St (50' ROW) and associated alleys within the grounds of Carillon Historical Park and north along the Great Miami River.

The City Plan Board found the proposed vacation met the criteria cited in R.C.G.O. Section 150.445(B) and was therefore approved as submitted.

The next step toward the completion of the vacation is to pursue the request through the petition process. Please contact Joe Weinle, Chief Engineer, at (937) 333-4218 or Joe.Weinle@daytonohio.gov to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.

Sincerely,

Tony Kroeger, Secretary
City Plan Board

c: Decision Memorandum Distribution List
Second Alley East of Corwin Street from Xenia Avenue to Noel Court

CHECK OF PETITION

Jackson Blvd (60' ROW), Milwaukee Ave (50' ROW), Windsor St (50' ROW), Leeland St (50' ROW), Florida Ave (50' ROW), St. Clair Ave (50' ROW), Island Park Ave (60' ROW), Boden St (50' ROW) and associated alleys within the grounds of Carillion Historical Park

Checked 8/26/2021 by Joseph Weinel

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<thead>
<tr>
<th>Name of Owner</th>
<th>B.P.I.</th>
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<tbody>
<tr>
<td>Education and Musical Arts Inc.</td>
<td>107-2-1, 3, 4, 7, 8</td>
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